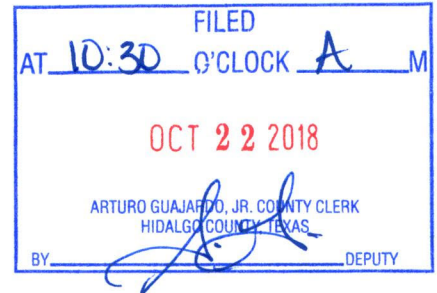


THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION MATERIALS TESTING AND LABORATORY SERVICES
NEW HIDALGO COUNTY COURTHOUSE PROJECT
C-18-220-09-25**

THIS AGREEMENT (“Agreement”) is made effective the 25th day of September, 2018 by and between HIDALGO COUNTY, TEXAS, (“Owner”) and TERRACON CONSULTANTS, INC., a Delaware Corporation (“Laboratory”). The Owner may at its sole option appoint a designee including, without limitation, its Program Manager to administer the Services of this Agreement and otherwise act on the Owner’s behalf in whole or in part.

WITNESSETH:

WHEREAS, the Owner requires construction materials testing and laboratory services (the “Services,” as defined herein) for the New Hidalgo County Courthouse Project (“Project”);

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”) and other applicable laws, the Owner requested proposals from a professional laboratories to assist the Owner by providing the Services;

WHEREAS, Owner has according to applicable law selected the Laboratory to provide the Services to Hidalgo County in accordance to the Request for Qualifications (RFQ) Procurement Packet and any other applicable documents and requirements.

WHEREAS. The Laboratory agrees to provide such Services according to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, Owner and Laboratory do mutually agree as follows:

1. Scope of Services. The Laboratory agrees to provide to Owner the types of Services described in **Exhibit "A,"** "Services to be Performed by the Laboratory." Specific Services to be provided shall be set out in each duly approved and executed Work Authorization on the form attached as Exhibit "C," "Work Authorization Form." The Owner and Laboratory agree that all Services provided under all Work Authorizations shall be performed according to the terms of each such Work Authorization and the terms of this Agreement as if the terms of this Agreement were set forth at length in each Work Authorization.

2. Standard of Care. The Laboratory, in providing its Services for the Project, shall at all times exercise not less than the standard of professional care customarily exercised by nationally-recognized laboratory service firms practicing in the State of Texas performing services similar to those required by this Agreement and for the Project. The Services and deliverables provided by the Laboratory shall comply with all laws, codes, statutes, ordinances, orders, rules and regulations of all federal, state, county and local governmental agencies having jurisdiction over the Project and the Project's design and construction, which are applicable to the Laboratory's Services. The Laboratory shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in conformance with the Project's schedule as modified from time to time and applicable Work Orders. The provisions of this Section shall be referred to as the "Standard of Care" by which Laboratory shall perform all of its Services.

3. Non-Exclusive Services of Laboratory. The Laboratory shall not be considered the exclusive provider of the laboratory services it will provide under this Agreement. The Owner reserves

the right to obtain services of the same or similar type as the Services from sources other than the Laboratory and in doing so shall not be in violation of any terms or conditions of this Agreement.

4. Term. This Agreement becomes effective when fully executed by both parties and will terminate at the latter of 100% completion of the Project, or the completion of all Work Authorizations that have not been completed, unless sooner terminated as provided herein. The Laboratory will not begin its Services, or any portion of Services, or incur costs until authorized in writing by the Owner with each respective duly approved and executed Work Authorization.

5. Compensation. The maximum amount payable under this Agreement shall not exceed the amounts due for each duly approved and executed Work Authorization except to the extent a duly approved and executed Amendment is issued, as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after proper and timely completion of each Work Authorization. The request for payment shall be made using forms acceptable to and approved by the Owner and shall show, without limitation, 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, Owner shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by the Owner. Laboratory 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 Laboratory shall be mailed to the address shown in the Section below entitled "Notices." It is the Laboratory's responsibility to identify and follow all billing requirements of the Owner, including its Purchasing Department.

6. Inspection of Services. The Owner has the right at all reasonable times to inspect or otherwise evaluate the Services performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a consultant of the

Laboratory, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the Services and shall be solely for the benefit of the Owner.

7. **Amendments.** Additional or modified Services may be provided after execution of this Agreement without invalidating this Agreement or a Work Authorization. If it becomes necessary at any time during the term of this Agreement to materially change the scope of Services, schedule, compensation, or other aspect or character of this Agreement or one or more Work Authorizations, an Amendment shall be executed using the Amendment Form attached as **Exhibit "D"** to this Agreement. The Owner retains the right to reject any such Amendment proposed by the Laboratory. Any such Amendments shall be made in writing, agreed to by all parties hereto, and duly approved and executed before any such modified Services are begun. Such prior approval is a condition precedent to any obligation to pay for such amended Services. If the Owner finds it necessary to require changes in completed Services because of errors made by the Laboratory, the Laboratory shall correct the Services at no cost to the Owner, without an Amendment to the Agreement, which shall not be Owner's exclusive remedy for such errors. If the changes are made at the request of the Owner and are not due to errors of the Laboratory, the Owner will compensate the Laboratory for the additional Services or amended terms through the Amendment at the same rate of pay established in **Exhibit "B,"** "Laboratory Rates." If payment for the additional or modified Services will cause the maximum amount payable under this Agreement to be exhausted, an Amendment shall be proposed in accordance with all State procurement laws.

8. **Reporting.** The Laboratory shall provide appropriate reporting of its testing and Laboratory services as required by this Agreement, any Work Authorization and the Project's Program

Manager. The Laboratory shall also promptly advise the Owner in writing of events that have a significant impact upon the Agreement, including problems, delays, or adverse conditions or other events that could materially affect the Project's or Laboratory's ability to meet time schedules. This disclosure shall be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation.

9. Ownership of Documents. The Laboratory assigns upon creation to the Owner all rights of ownership including, without limitation, copyrights in all documents and data prepared by the Laboratory and any of its consultants of any tier under this Agreement in any medium including all electronic data in native format. All documents furnished to the Laboratory or its consultants of any tier by the Owner shall remain the property of the Owner. All reports, sketches, photographs, calculations, and other data prepared under this Agreement shall be delivered, upon request, to the Owner without restriction or limitation. The Laboratory shall not be liable for the unauthorized reuse or modification of its work product. The Laboratory may, at its own expense, have copies made of such documents or any other data furnished to the Owner under this Agreement.

10. Suspension of Services. Should Owner desire to suspend the Services under this Agreement or one or more Work Authorizations, but not terminate this Agreement or any Work Authorization, the Owner shall provide thirty (30) calendar days notification to Laboratory. The thirty-day notice may be waived as agreed in writing by both the Owner and Laboratory to that effect. The Services under this Agreement or any Work Authorization(s) as applicable may be reinstated and resumed in full force and effect at the Owner's sole option within fourteen (14) days of receipt of written notice from the Owner to the Laboratory. The fourteen-day notice may be waived as agreed in writing by both the Owner and Laboratory. If the Owner suspends the Services, on whole or in part, the

Termination Date as identified above shall not be affected, and this Agreement will terminate as provided in this Agreement.

11. Progress and Coordination. The Laboratory shall, from time to time during the progress of the Services confer and meet with the Owner and its consultants and contractors. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the Owner, in order to evaluate the Laboratory's Services.

At the request of the Owner or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the Owner, or at other locations designated by the Owner. These conferences shall also include evaluation of the Laboratory's Services when requested by the Owner.

If funds by other agencies or entities are to be used for the development of the Project under this Agreement, the Laboratory's Services will be subject to periodic review and approval by such 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 Laboratory's Services does not satisfy the requirements of any approved Work Authorization, the Owner shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by the Laboratory, which corrections the Laboratory shall promptly take.

12. Independent Contractor. Laboratory shall comply with all applicable Owner policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and warrants that it is an Independent Contractor and neither it nor any of its employees are employees of the Owner or any agency thereof, and represents and warrants that neither it nor any of its employees desire or request any fringe benefits provided to employees of the Owner and/or any agency thereof, including, but not limited to benefits associated with the Owner's civil

service program. Laboratory agrees to be responsible for all federal income tax, withholding or social security tax liability that might arise from payments received hereunder. The Laboratory shall be solely responsible for all Laboratory means and methods by which it performs the Services, notwithstanding the administration of this Agreement by the Owner of its designees including, without limitation, the Project Program Manager. The Laboratory shall provide its Services in cooperation with the services provided by Owner and Owner's consultants and contractors including, without limitation, the Architect, Program Manager and Construction Manager (collectively, "Owner's consultants and contractors") and shall coordinate its services with those services provided by Owner and Owner's consultants and contractors.

13. Subcontracting and Assignment. The Laboratory shall not assign the Agreement or any interest therein without the prior written consent of the Owner. The Laboratory shall bind every consultant by written contract to accept, incorporate and observe all the terms of this Agreement to the extent that they may be applicable to the consultant. The Laboratory shall be fully liable for all acts and omissions of its consultants.

14. Termination. Owner may terminate this Agreement or any Work Authorization, in whole or in part, at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory. If Laboratory fails to deliver Services according to the Standard of Care, fails to achieve the schedule and other requirements of the Owner, or if Laboratory fails to properly and timely comply with all terms of this Agreement and all Work Authorizations, then Owner shall have the right to terminate this Agreement and all Work Authorizations, in whole or in part, upon the giving of ten (10) days prior written notice to Laboratory.

15. Ethics Standards. The Laboratory acknowledges the following Ethics Standards and shall at all times while performing any obligations under this Agreement comply and cause all

Laboratory Parties, as defined herein, to comply with and not breach any applicable Ethics Standards including, without limitation the following:

- A. 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 Owner, or to solicit, demand, accept or agree to accept from another person, entity or organization, anything of value, 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 Owner.
- B. It shall be a breach of ethics for anything of value, gratuity or offer of employment to be offered or made by or on behalf of Laboratory or a Laboratory Party or higher tier consultant for any contractor for the Owner, or any person associated therewith, as an inducement for the award of a contract or order.
- C. No public official shall have an interest in this Agreement except in accordance with Chapter 171 of the Texas Local Government Code.
- D. Except as permitted under this Agreement, Laboratory and all Laboratory Parties shall not engage in private communication with a member of the Hidalgo County Commissioners Court or department heads regarding any procurement of goods or services by the Owner. Any such private communications shall not be binding on the parties to this Agreement.

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 Laboratory or any Laboratory Party participating outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee or negotiation, which has been specifically authorized by the governing body.

16. Insurance. Laboratory agrees to provide the insurance covering its activities in providing the Services for Owner 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 Exhibit "E" "Insurance Requirements." The Laboratory shall furnish Owner certificates of insurance before beginning any Services and other proof of insurance required by Exhibit E.

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

18. Invalidity of Terms. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

19. Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Laboratory. The Laboratory shall require in its agreement(s) with its consultant(s) that Owner is a third-party beneficiary to such agreement(s).

20. Indemnities.

A. Definitions

.1 “Claims”: any and all claims, demands, causes of action and claims for Loss brought, alleged or asserted through any direct claim, cross-claim, counterclaim or claim for contribution or indemnity that arise, in whole or in part, in connection with this Agreement, its performance or interpretation or with respect to the Project or Services this Agreement describes;

.2 “Defend”: provide competent legal defense to the Owner Parties with legal counsel and experts reasonably acceptable to Owner at no cost to any Owner Parties;

.3 “Loss”: any and all actual and alleged loss, costs and damages of any nature including, without limitation, actual, special and consequential damages, vicarious liability, personal injury, death, property damage including loss of use thereof, and economic loss, and any expense including, without limitation, reasonable attorneys’ and experts’ fees and all costs of litigation and defense;

.4 “Owner Parties”: the Owner and its County Judge, Commissioners, Commissioners’ Court, officials and employees, and regardless of whether employed by the Owner, its agents and representatives at the time of a Claim;

.5 “Laboratory Parties”: the Laboratory, all entities that comprise Laboratory if more than one, and their parents, affiliates, subsidiaries, and their present and former officers,

directors, members, managers, partners, joint venturers, consultants of any tier, employees, agents and representatives;

B. General Indemnity. The Laboratory shall to the fullest extent permitted by law indemnify and hold harmless the Owner Parties from and against all Loss and Claims Loss to the extent such Loss is caused by the negligent acts or omissions, negligent misrepresentation, breach of contract or breach of any other legal duty of any Laboratory Parties.

C. Indemnity for Employee Injury Claims. THE LABORATORY SHALL TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW DEFEND, INDEMNIFY AND HOLD HARMLESS ALL OWNER PARTIES FROM AND AGAINST ALL CLAIMS AGAINST ANY OWNER PARTIES FOR THE PERSONAL INJURY OR ALLEGED PERSONAL INJURY OR DEATH, AT THE PROJECT SITE OR IN CONNECTION WITH THE PROJECT, OF AN EMPLOYEE OF ANY LABORATORY PARTIES, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, BROUGHT BY, THROUGH OR UNDER SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (REFERRED TO HEREIN AS AN "EMPLOYEE INJURY CLAIM"), REGARDLESS OF WHETHER ANY SUCH CLAIMS ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF ANY OWNER PARTIES INDEMNIFIED, DEFENDED OR HELD HARMLESS. THESE OBLIGATIONS SHALL NOT BE LIMITED BY ANY INSURANCE PROVISIONS OR BENEFITS PAYABLE UNDER ANY EMPLOYEE BENEFITS INCLUDING, WITHOUT LIMITATION, WORKERS' COMPENSATION OR DISABILITY ACTS.

D. The parties intend that the indemnity provisions shall be enforced the fullest extent permitted by Chapter 151 of the Texas Insurance Code. These indemnity and waiver obligations shall survive termination or expiration of this Agreement.

21. Dispute Resolution and 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 in this Agreement or any Work Authorization are deemed performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas. Subject to any mediation the parties agree to participate in, all disputes arising between the Laboratory and Owner shall be resolved by a jury trial in a State District Court located in Hidalgo County, Texas. The Laboratory agrees to cooperate with and assist Owner in any disputes, to which Laboratory is not a party, between Owner and its Architect, Program Manager, Construction Manager, consultants, contractors or others concerning or related to any aspect of the Project, at the cost and expense of Owner. Without limitation to any other term of this Agreement, Laboratory shall pay Owner's reasonable attorneys' and experts' fees and all costs of litigation and defense to the extent the Owner prevails against the Laboratory on any claim for breach of contract or in *quantum meruit*.

22. Laboratory Financial Records for Project Services. Laboratory shall keep according to GAAP full and detailed records pertaining to Services that it is required to perform and shall, without cost, furnish a copy of such records to Owner upon request. Laboratory shall exercise such controls as may be necessary for proper financial management under this Agreement, which shall be reasonably acceptable to Owner and sufficient to substantiate all costs incurred. Owner and Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, Laboratory's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, Consultant's agreements,

consultant agreements, proposals, purchase orders, vouchers, memoranda and other data relating to Laboratory's performance of this Agreement. In the event any such audit is of documents the Owner does not require to be submitted with invoices, the Owner will consider making review of such materials at the offices of the Laboratory. In the event that any audit reveals an error or discrepancy of any nature whatsoever, such error or discrepancy will be corrected promptly, and any moneys owing and due Owner will be paid promptly. Laboratory shall not charge Owner for any costs incurred by Laboratory while assisting Owner with audits performed pursuant to this Agreement. If the audit reveals that Laboratory has overstated any cost to Owner by more than three percent (3%) of the Laboratory's total fees paid under this Agreement and/or if Laboratory is delinquent in furnishing any records or reports requested by the Owner, and Owner shall have chosen to have an audit and accounting made of Laboratory's financial records, then Laboratory shall pay the cost of such audit and accounting. Laboratory shall be found delinquent in furnishing records, if, after the 14th day after the Owner requests the records or reports the Laboratory fails to provide the requested records or reports. Laboratory shall preserve these records for a period of five years after final payment, and for so long thereafter as there may remain any unresolved questions or disputes regarding any item or for such longer period as may be required by law.

23. No Waiver. No waiver by Owner 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.

24. Entire Agreement. This Agreement together with any duly authorized and executed Work Authorizations and Amendments contain the entire and integrated 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 except to the extent of any representations made by Laboratory in its Statement of Qualifications. This Agreement may be modified or amended only by agreement in writing executed by Owner and Laboratory, and not otherwise.

25. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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 be subsequently specified by written notice delivered in accordance herewith:

If to Owner: County of Hidalgo
Attention: Valde Guerra
100 E. Closner Boulevard
Edinburg, Texas 78539

If to Laboratory: Terracon Consultants, Inc.
Attn: Alfonso A. Soto, Principal
1506 Mid Cities Drive
Pharr, Texas 78577

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. Routine Project communications shall be with the authorized representative of the Program Manager.

26. 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 reasonably necessary or convenient to effectuate and carry out the terms of this Agreement.

27. **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.

28. **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.

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

30. **Professional Seal.** All documents and data furnished by the Laboratory to the Owner shall, to the extent required by law, bear a Professional seal of a licensed Professional Engineer employed by the Laboratory.

31. **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 the Owner under this Agreement, the Owner may terminate this Agreement upon sixty (60) days written notice to the Laboratory. Such appropriations by the Owner's Commissioners' Court shall be a condition precedent to the Owner's obligation to pay the Laboratory. The Owner agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

32. **Immunities.** Nothing in this Agreement intended to and Owner does not hereby waive, release or relinquish any right to assert any of the defenses Owner enjoys by virtue of the state or federal

constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Owner as to any claim or action of any person, entity, or individual against Owner.

33. Scope of Agreement. This Agreement is comprised on this Agreement, any duly approved and executed Work Authorization and Amendments and the following Exhibits:

EXHIBIT A -Scope of Services to be provided by the Laboratory contained within Laboratory's Proposal dated July 23, 2018

EXHIBIT B -Laboratory's Rates

EXHIBIT C -Work Authorization Form

EXHIBIT D -Amendment Form

EXHIBIT E -Insurance Requirements

RFQ EXHIBIT "A-1"

EXECUTED as of the day and year first written above.

**OWNER:
COUNTY OF HIDALGO, TEXAS**

By: Ramon Garcia
Ramon Garcia, County Judge

**LABORATORY:
TERRACON CONSULTANTS, INC.**


By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr.
County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 9/25/18 ms

Exhibit “A”

Services to be Provided by Laboratory

Construction materials observation and testing services for this project on an “as requested” basis during construction to be coordinated with the CMAR contractor or Project Management representative.

The technicians assigned to the project will be qualified and equipped to perform the following field services:

- Steel
- Concrete (includes but is not limited to Reinforcing Steel Observation, Observation for Anchors cast in concrete)
- Soils
- Cast-In-Place Deep Foundations
- Structural Masonry
- Floor Flatness/Levelness
- Fireproofing Testing and Inspection
- Curtain Wall Field Testing
- Concrete Floor Moisture Testing

Exhibit “B”

Laboratory’s Rates

EXHIBIT B

SCHEDULE OF FEES
CONSTRUCTION MATERIALS TESTING SERVICES

Engineering and Support Staff

Personnel:	Rate/Hour
Clerical.....	\$45.00
Engineering Technician, Regular Rate.....	\$55.00
Engineering Technician, Overtime Rate.....	\$82.50
Senior Technician, Regular Rate.....	\$65.00
Senior Technician, Overtime Rate.....	\$97.50
Certified Welding Inspector (CWI), Regular Rate.....	\$90.00
Certified Welding Inspector (CWI), Overtime Rate.....	\$135.00
Project Manager.....	\$90.00
Senior Principal, P.E.	\$165.00

Travel Expenses

Vehicle Trip Charge.....	\$30.00
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Construction Materials Testing and Inspection Field Services

Concrete Field Monitoring and Testing (slump, air content, temperature, and molding of cylinders)

Engineering Technician, Regular Rate.....	\$55.00
Engineering Technician, Overtime Rate.....	\$82.50
Coring equipment, per day.....	\$300.00
Concrete/Asphalt cores, each.....	\$60.00

Reinforcing Steel Observation

Engineering Technician, Regular Rate.....	\$55.00
Engineering Technician, Overtime Rate.....	\$82.50

Earthwork Monitoring

Senior Technician, Regular Rate.....	\$65.00
Senior Technician, Overtime Rate.....	\$97.50
plus nuclear gauge, per day.....	\$40.00

Foundation Installation Monitoring

Senior Technician, Regular Rate.....	\$65.00
Senior Technician, Overtime Rate.....	\$97.50

Post Tension (PTI)

Senior Technician, Regular Rate.....	\$65.00
Senior Technician, Overtime Rate.....	\$97.50

Structural Masonry Field Monitoring and Testing (slump, temperature, and molding of mortar/grout samples)

Engineering Technician, Regular Rate.....	\$55.00
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Engineering Technician, Overtime Rate \$82.50

Structural Steel Observation

Certified Welding Inspector (CWI), Regular Rate \$90.00

Certified Welding Inspector (CWI), Overtime Rate \$135.00

Construction Materials Laboratory Testing Services

Soils

Moisture/Density Curve (ASTM D698), each \$225.00

Moisture/Density Curve (ASTM D1557), each \$250.00

Atterberg Limits (ASTM D4318), each \$60.00

Sieve Analyses (ASTM C136 & C117), each \$70.00

Concrete, Grout and Mortar

Compression testing of Concrete Cylinders (ASTM C31 & C39) made during field/installation monitoring, each \$15.00

Compression testing of Grout Prisms (ASTM C1019) made during field monitoring, each.... \$15.00

Compression testing of Mortar Cube (ASTM C780 & C109) made during field monitoring, each \$15.00

Bituminous Materials

Mixing and molding of specimens (set of 3) \$150.00

Molding specimens only (set of 3) \$150.00

Specific gravity (set of 3) \$100.00

Stability (set of 3) \$100.00

Extraction/Gradation, each \$150.00

Maximum theoretical specific gravity, each \$100.00

Preparation of samples/materials will be charged for all laboratory tests when applicable at (per hour) \$50.00

Special Inspection Services

Spray Applied Fireproofing (SFRM) Observation /Testing)

Senior Technician, Regular Rate \$65.00

Senior Technician, Overtime Rate \$97.50

SFRM Density Test (ASTM E605), each \$50.00

SFRM Cohesion/Adhesion Test (ASTM E736), each \$50.00

Concrete Floor Slab RH Testing

Senior Technician, Regular Rate \$65.00

Senior Technician, Overtime Rate \$97.50

In-situ RH Probes (ASTM F2170), each \$80.00

Floor Flatness Observation/Testing

Senior Technician, Regular Rate \$65.00

Senior Technician, Overtime Rate \$97.50

Floor Flatness Equipment, per day \$80.00

Curtain Wall Field Testing

Curtain Wall Field Testing, Lump Sum Fee \$16,500.00

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 15 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

Note

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates of 1.5 times the regular hourly rates will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and all day Saturday. Hours worked on Sunday, or holidays will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum three (3)-hour charge will be invoiced per visit to the project site, Project Management/Clerical services will be invoiced on hours worked, unless other wised noted on the attached below spreadsheet. Hours will be rounded up to the next whole number.

During the course of the project if a unit rate is required and not listed on the schedule of fees Terracon will provide a quote for Hidalgo County review and approval.

EXHIBIT "C"

HIDALGO COUNTY, TEXAS

Agreement #C-17-000-00-00 Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to and in accordance with the terms and conditions of the Agreement between Hidalgo County, Texas ("County" or "Owner") and Terracon Consultants, Inc., a Delaware Corporation ("Laboratory"), dated ____ ("Agreement") for the Hidalgo County Courthouse Project ("Project").

PART 1. WORK DESCRIPTION

The purpose of this Work Authorization is for the Laboratory to provide under the Agreement Services, generally described as follows:

The specific scope of services to be provided by the Laboratory is identified in Work Authorization **EXHIBIT "A" - Scope of Services by the Laboratory** contained within Laboratory's Proposal dated July 23, 2018 attached hereto ("Services").

PART 2. PRICE

The lump sum price for all Services under this Work Authorization is \$ _____ ("Price"). This amount is based upon the lump sum price in the Proposal attached hereto **EXHIBIT "C" - Proposal** and includes any and all costs and expenses necessary to completely, properly and timely provide all Services of this Work Authorization.

PART 3. PAYMENT

Payment to the Laboratory for the Services established under this Work Authorization that have been completely, properly and timely provided shall be made in accordance with the terms of the Agreement and any specific additional payment terms in the Proposal to which the Owner agrees.

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

The Services shall be provided according to Work Authorization **EXHIBIT "B" - Work Schedule**. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon the proper completion of the Services, unless the Services are terminated earlier by the County made with or without cause.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

Laboratory shall be responsible for completely, properly and timely providing all Services. This Work Authorization and the Services are subject to all applicable terms and conditions of the Agreement. This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

The Program Manager for the Project has reviewed and recommends approval of this Work Authorization.

BY: _____

For: Jacobs Project Management Co. (Program Manager)

PART 8. LIMITATIONS, ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted and approved by Hidalgo County, Texas:

- a) Approval for Price of \$50,000.00 or less: by Owner's Designated Representatives Valde Guerra, Michael Leo and Sergio Cruz when acting jointly and unanimously on behalf of the Owner with respect to this Work Authorization or any such other County employee that the County shall designate with prior notice to the Laboratory; or
- b) Approval for Price greater than \$50,000.00: by Commissioners' Court on _____ as indicated below by signature of County Judge.

[Signature page follows.]

Effective Date: _____

THE LABORATORY:
Terracon Consultants, Inc.

THE OWNER:
Hidalgo County, Texas
(\$50,000.00 or less)

By:

By: Valde Guerra

By: Michael Leo

By: Sergio Cruz

ATTEST:

THE OWNER:
Hidalgo County, Texas
(more than \$50,000.00)

By: Arturo Guajardo, Jr., County Clerk

By: Ramon Garcia, County Judge

LIST OF ATTACHMENTS

Work Authorization EXHIBIT "A" -
Work Authorization EXHIBIT "B" -
Work Authorization EXHIBIT "C" -

Scope of Services by Laboratory under this Work Authorization
Work Schedule
Proposal

EXHIBIT "D"

Amendment Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AMENDMENT NO. _____

This Amendment is made pursuant to and in accordance with the terms and conditions of the Agreement between Hidalgo County, Texas ("County" or "Owner") and Terracon Consultants, Inc., a Delaware Corporation ("Laboratory") dated _____ ("Agreement") and/or any specified Work Authorization(s) for the Hidalgo County Courthouse Project ("Project").

WITNESSETH

WHEREAS, the County and Laboratory intend to amend the Agreement and/or the specified Work Authorization(s) as provided by this Amendment.

NOW THEREFORE, premises considered, the County and the Laboratory agree to the following amendment(s):

[] The Agreement is amended as follows:

[] Work Authorization ____ is or Work Authorizations ____ are amended as follows:

All other provisions of the Agreement and/or the specified Work Authorization(s) are unchanged and remain in full force and effect.

In the event this Amendment increases compensation to be paid to the Laboratory, the increase shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

LIMITATIONS, ACCEPTANCE AND APPROVAL

This Amendment is hereby accepted and approved by Hidalgo County, Texas:

- a) Approval that includes any Price modification of \$50,000.00 or less: by Owner's Designated Representatives Valde Guerra, Michael Leo and Sergio Cruz when acting jointly and unanimously on behalf of the County with respect to this Amendment or any such other County employee that the County shall designate with prior notice to the Laboratory; or
- b) Approval that includes any Price modification of greater than \$50,000.00: by Commissioners' Court on _____ as indicated below by signature of County Judge.

[Signature page follows.]

Effective Date: _____

THE LABORATORY:
Terracon Consultants, Inc.

THE OWNER:
Hidalgo County, Texas
(\$50,000.00 or less)

By:

By: Valde Guerra

By: Michael Leo

By: Sergio Cruz

ATTEST:

THE OWNER:
Hidalgo County, Texas
(more than \$50,000.00)

By: Arturo Guajardo, Jr., County Clerk

By: Ramon Garcia, County Judge

LIST ANY OF ATTACHMENTS

Exhibit “E”

Insurance Requirements

Exhibit E.

County of Hidalgo Insurance Requirements of Construction Materials Testing Laboratory

1. **Insurance Coverage To Be Provided By Laboratory.** This Exhibit (the “Insurance Requirements”) is attached as an Exhibit as part of the Agreement between County of Hidalgo, Texas (“Owner”) and Construction Materials Testing Laboratory (“Laboratory”). In the event of a direct conflict between any of the following Insurance Requirements and any provision in the Agreement, these Insurance Requirements control, amend and supplement the conflicting provision. Subject to review and revision by the Owner from time to time, in the Owner’s good faith judgment, the following insurance shall be maintained by Laboratory with coverage and limits of not less than those set forth below at all times during the term of the Agreement and thereafter as required.

No.	Specifications	Coverages, Limits and Other Requirements
A. LIABILITY		
1.	Commercial General Liability.	Laboratory is to maintain commercial general liability (“CGL”) insurance and, if necessary, commercial excess insurance, issued on an Occurrence Basis meeting at least the following specifications.
1.1	Minimum Limits	The limits of coverage shall not be less than the following amounts: \$10,000,000 Per Occurrence \$10,000,000 General Aggregate \$10,000,000 Products and Completed Operations Aggregate \$10,000,000 Personal and Advertising Injury
1.2	General Aggregate	A Designated Construction Project(s) General Aggregate Limit shall be provided on ISO form CG 25 03 05 09.
1.3	Form	This insurance is to be issued on the most recent reasonably available and unmodified ISO form CG 00 01 or equivalent, and shall cover liability arising from premises, ongoing and completed operations.
1.4	Insured Contracts	Coverage shall include but not be limited to liability assumed by Laboratory under the Agreement, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
1.5	Additional Insureds	Additional Insured status shall be provided in favor of Owner Parties on ISO form CG 20 10 10 01 to the extent permitted by law.
1.6	Personal Injury Contractual Liability	The personal injury contractual liability exclusion shall be deleted.
1.7	Primary and Noncontributory	This insurance shall be endorsed to provide primary and noncontributing liability coverage by ISO CG 20 01 04 13. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from any other insurance (primary, umbrella, contingent or excess) maintained by Owner, with Owner Parties’ insurance being excess, secondary and noncontributing.
1.8	Waiver of Right of Recovery and Subrogation	Laboratory agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties on ISO form CG 24 04 05 09.
1.9	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
1.8	Prohibited Exclusions or Limitations	Prohibited exclusions/limitations or their equivalents include but are not limited to: a. Amendment of Insured Contract Definition ISO CG 24 26; b. Any endorsement modifying the Employer’s Liability exclusion; c. Classification or Business Description; d. Contractual Liability Limitation ISO CG 21 39; e. “Insured vs. Insured” except Named Insured vs. Named Insured; f. Known, Continuous or Progressive Injury or Damage; g. Limitation of Coverage to Designated Premises or Project ISO CG 21 44; h. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law is acceptable); i. Any other exclusion or limitation reasonably unacceptable to Owner.
2.0	Business Auto Liability.	Laboratory is to maintain business auto insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.
2.1	Minimum Limits	The limits of liability shall be no less than \$1,000,000 per accident.
2.2	Form	This insurance is to be issued on the current edition of the ISO CA 00 01
2.3	Scope	This insurance is to cover damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use of any auto, including owned, hired and non-owned

		autos.
2.4	Additional Insureds	Additional Insured status shall be provided in favor of Owner Parties on ISO form CA 20 48 10 13.
2.5	Waiver of Right of Recovery and Subrogation	Laboratory agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties on ISO form CA 04 44 10 13.
2.6	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to the Owner.
3.0	<u>Workers' Compensation and Employer's Liability.</u> Laboratory is to maintain workers' compensation and employer's liability insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.	
3.1	Workers' Compensation Limits	The minimum limits of this insurance shall be no less than the statutory limits.
3.2	Employer's Liability Limits	The minimum limits of this insurance shall be no less than \$10,000,000 each accident and disease.
3.3	Territory	The state in which the Services are to be performed must be listed under Item 3.A. on the Information Page of the policy.
3.4	Scope	This insurance is to cover liability arising out the Laboratory's employment of workers and anyone for whom the Laboratory may be liable for workers' compensation claims. Worker's compensation insurance is required and no "alternative" form of insurance is permitted.
3.5	United States Longshoremen and Harbor Workers ("USL&H")	USL&H coverage must be provided where such exposure exists listing the state(s) in which Services are to be performed.
3.6	Waiver of Right of Recovery and Subrogation	To the extent permitted by law, Laboratory agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties on form WC 42 03 04.
3.7	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
4.0	<u>Excess Liability.</u> If any of the required coverages are to be maintained by and through excess liability insurance, Laboratory is to maintain excess liability insurance meeting at least the following specifications.	
4.1	Scope	This insurance shall follow form of the underlying coverages. It shall be excess over and be no less broad than all coverages and conditions described above, including but not limited to the required additional insured status, designated construction project(s) and/or location(s) general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations, and will be primary to and not seek contribution from any other insurance (primary, umbrella, contingent or excess) maintained by Owner Parties.
4.2	Limits of Liability	The policy limits required herein may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
4.2	Concurrency	Such coverage shall have the same inception date as the commercial general liability and employer's liability coverages.
4.3	Drop Down Coverage	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.4	Defense Costs	This insurance is to include a duty to defend any insured.
5.0	<u>Professional Liability.</u> Laboratory is to maintain Professional Liability insurance meeting at least the following specifications.	
5.1	Minimum Limits	Limits of coverage for Laboratory shall be no less than: \$5,000,000 each claim \$5,000,000 annual aggregate All of Laboratory's consultants that provide professional services shall also carry professional liability insurance in amounts and types to be approved by Owner.
5.2	Scope	Such insurance shall cover all services rendered by the Laboratory and vicarious liability arising out its engagement of consultants of any tier under the Agreement, including but not limited to program management services.
5.3	Retroactive Date	Any retroactive date must be effective prior to beginning of services for the Owner.
5.4	Prohibitions	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. bodily injury or property damage where coverage is provided on behalf of Laboratory; b. habitational or residential operations; c. mold and/or microbial matter and/or fungus and/or biological substance; or d. punitive, exemplary or multiplied damages (Where Permitted By Law is acceptable)

		A professional liability endorsement to a general liability policy is not acceptable.
5.5	Term	Policies written on a Claims-Made basis shall be maintained for at least four years beyond substantial completion of the Project improvements. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.
5.6	Waiver of Right of Recovery and Subrogation	Laboratory agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties.
5.7	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
6.0	Pollution Liability. Laboratory <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required to maintain Pollution Liability insurance meeting at least the following specifications.	
6.1	Minimum Limits	Limits of coverage shall be no less than: \$2,000,000 each claim \$4,000,000 annual aggregate
6.2	Scope	The policy must provide coverage for: a. the full scope of the named insured's operations (on-going and completed) as described within the scope of Services under the Agreement b. loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall c. third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; d. diminution of value and Natural Resources damages e. contractual liability f. claims arising from owned and non-owned disposal sites utilized in the performance of the Agreement. Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Pollution Liability insurance will not fulfill this requirement
6.3	Additional Insured Status	The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.
6.4	Insured Contracts	Coverage shall include but not be limited to liability assumed by Laboratory under the Agreement, including the tort liability of another assumed in a business contract.
6.5	Primary and Noncontributory Coverage	This insurance shall be endorsed to provide primary and noncontributing liability coverage. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from all insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and noncontributing.
6.6	Waiver of Right of Recovery and Subrogation	Laboratory agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties.
6.7	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
6.8	Retroactive Date	If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of the Agreement or the commencement of Laboratory services relation to the Services.
6.9	Prohibitions	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. Insured vs. Insured actions. However exclusion for claims made between insured within the same economic family are acceptable; b. Impaired Property That Has Not Been Physically Injured; c. Materials Supplied or Handled By The Named Insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval; d. Property Damage To The Work caused by the Laboratory; e. Faulty Workmanship as it relates to clean up costs; f. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law by acceptable); g. Services performed by Consultants; and h. Contractual Liability incurred as a result of an injury to an employee of the insured.
6.10	Term	Completed operations coverage shall be maintained for a minimum of seven (7) years after the substantial completion of Services. The extended reporting period on a claims-made based policy does not fulfill this requirement.

2. General Insurance Requirements.

.1 Definitions. For purposes of the Agreement:

- a. "Agreement" means the Agreement between Owner and Laboratory to which this Exhibit is attached.
- b. "ISO" means Insurance Services Office.
- c. "Laboratory" means the firm selected with which the Owner enters the Agreement and shall include consultants of any tier of any tier and any other person or entity performing Services by, through, or under Laboratory.
- d. "Owner Parties" shall have the same meaning as defined in the Agreement.
- e. "Services" means all services provide by, through or under Laboratory under the Agreement or otherwise for the Project.

.2 Limits. "Limits" set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss or peril specified. If Laboratory maintains greater limits, than these specifications, it shall not limit the amount of recovery available to Owner Parties and the limits specified above as the minimum limits are increased to the greater limits.

.3 Policies. All policies held by Laboratory and required herein must be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Services are to be performed.

.4 Waiver. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

.5 Deductibles and Retentions. No deductible or self-insured retention shall exceed \$100,000 without prior written approval of the Owner. If Laboratory elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding \$100,000.00, Owner Parties and Laboratory shall maintain all rights and obligations between themselves as if Laboratory maintained the insurance with a commercial insurer including but not limited to Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses, and any other extensions of coverage required herein. Laboratory shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Laboratory had maintained the insurance pursuant to this Exhibit. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Laboratory's sole risk. The Laboratory shall not be reimbursed for same.

.6 Forms. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

.7 Evidence of Insurance. Laboratory is to provide Owner with evidence of insurance prior to entry by Laboratory on the property and thereafter is to provide Owner refreshed evidence of continued insurance after the expiration of the current policies prior to the expiration of the current policies. Insurance must be evidenced on an ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:

- a. Owner as certificate holder at Owner's mailing address;
- b. Insured's name, which must match that on the Agreement;
- c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
- d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
- e. Additional Insured status in favor of Owner Parties on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
- f. Designated Construction Project(s) General Aggregate Limit on General Liability and Excess Liability;
- g. Personal Injury Contractual Liability on General Liability and Excess Liability;
- h. Primary and non-contributory status on General Liability, Excess Liability and Pollution Liability;
- i. Pollution Liability;
- j. Professional Liability;
- k. Waivers of subrogation on all coverages;
- l. Amount of any deductible or self-insured retention in excess of \$100,000;
- m. 30 Day Notice of Cancellation on all coverages;
- n. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- o. Copies of the following shall also be provided:
 - 1) General Liability Additional Insured endorsement(s);
 - 2) General Liability Schedule of Forms and Endorsements page(s); and
 - 3) 30 Day Notice of Cancellation endorsement applicable to all required policies.

If requested in writing by Owner, Laboratory will provide to Owner access for inspection of a certified copy of any or all insurance policies required herein including endorsements within ten (10) days of any such request.

Commencement of Services without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of the Agreement or this Exhibit, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Laboratory or any consultants of any tier from performing any Services until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

.8 Insurance Requirements of Laboratory's Consultants

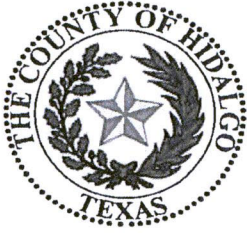
- a. Insurance similar to that required of the Laboratory shall be provided by all consultants of any tier (or provided by the Laboratory on behalf of consultants of any tier) to cover operations performed under any subcontract agreement. The Laboratory shall be held responsible for any modification in these insurance requirements as they apply to consultants of any tier. The Laboratory shall maintain certificates of

insurance from all consultants of any tier containing provisions similar to those listed herein (modified to recognize that the certificate is from the consultant) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.

- b. The Laboratory is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Laboratory's or its consultants' of any tier property shall be the Laboratory's and its consultants' of any tier sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Laboratory and its consultants of any tier shall not be reimbursed for same. Should the Laboratory or its consultants of any tier choose to self-insure this risk, it is expressly agreed that the Laboratory hereby waives, and shall cause its consultants of any tier to waive, any claim for damage or loss to said property in favor of the Owner Parties.

3. **Miscellaneous**

- .1 **Release and Waiver.** The Laboratory hereby waives all rights of recovery and releases, and shall cause its consultants of any tier to release, the Owner Parties from any and all claims or causes of action whatsoever which the Laboratory and/or its consultants of any tier might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Laboratory and/or its consultants of any tier pursuant to the Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**
- .2 **No Waiver.** Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Laboratory's obligation to maintain such insurance.
- .3 **Suspension.** Owner shall have the right, but not the obligation, of suspending Laboratory's authority to perform Services, without an increase in the sum payable by Owner to Laboratory due to such suspension, until such certificates or other evidence that the required insurance has been placed in compliance with these requirements is received and approved by Owner.
- .4 **Post Completion Coverage.** With respect to the insurance to be maintained after final payment to Laboratory, an additional certificate(s) evidencing such coverage shall be provided to Owner with final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
- .5 **Compliance With Laws.** If any insurance requirements are deemed to violate any law, statute or ordinance, the insurance requirements shall be reformed to provide the maximum amount of protection to Owner Parties as allowed under the law.
- .6 **Use of the Owner's Equipment.** The Laboratory, its agents, employees, consultants, or suppliers shall use the Owners equipment only with express written permission of the Owner designated representative and in accordance with the Owners terms and condition for such use. If the Laboratory or any of its agents, employees, consultants, or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Laboratory shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use. **THE FOREGOING INDEMNITY APPLIES EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**
- .7 **Laboratory Insurance Representations to Owner Parties**
 - a. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Laboratory's indemnity obligations as contained in the Agreement nor represent in any manner a determination of the insurance coverages the Laboratory should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Laboratory in support of the Laboratory's liability and indemnity obligations under the Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Laboratory, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of the Agreement.
 - b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, the Agreement. If the Laboratory shall fail to remedy such breach within five (5) business days after notice by the Owner, the Laboratory will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Laboratory by the Owner. In the event of any failure by the Laboratory to comply with the provisions of the Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Laboratory, purchase such insurance, at the Laboratory's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Laboratory shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- .8 **Survival.** This Exhibit is an independent contract provision and shall survive the completion of the Services or termination or expiration of the Agreement.



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

January 20, 2015

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.: 2015-007-02-04-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 our 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: 2015-007-02-04-SMA

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	6
4.	Attachment A-Schedule of Services and Related Fees (sample form)	4
5.	Exhibit B, Evaluation Form	1
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9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

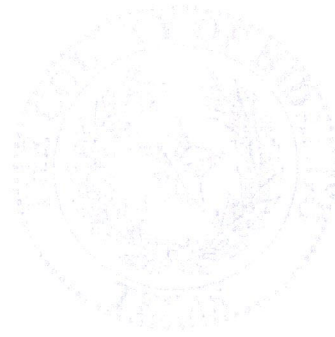
The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015

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: 2015-007-02-04-SMA

Acceptance Due Date: **February 04, 2015**

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, three (3) copies** of all qualifications and eight (8) **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 NO- 2015-007-02-04-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, February 04, 2015.**

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.	February 04 , 2015
Award of Contract:	2015
Commence Work or Deliver Products:	2015

16. HIDALGO COUNTY HOLIDAYS:

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus Day	10/12/15
Veteran's Day	11/11/15
Thanksgiving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Year's Eve	12/31/15

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. Clossner, Edinburg, Texas 78539 Hidalgo 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: 2015-007-02-04-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 March 16, 2015 through March 15, 2016. 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: 2015-007-02-04-SMA Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, February 04, 2015. **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, three (3) copies and (8) 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.2015-007-02-04-SMA, 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.

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certifying 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 MONDAY, January 26, 2015 at 5:00 p.m.** Responses will be sent to all applicants by **Wednesday, January 28, 2015. 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 shall 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: 2015-007-02-04-SMA

****This form is merely to be used as a guide for the used post ranking by commissioners' court only**
Refer back to Section III- page 6, 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

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2015-007-02-04-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 in 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 Coarser Sand	\$ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	\$ Ea
TRIAXIAL COMPRESSIVE TEST FOR		
Tex-117-E	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.

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2015-007-02-04-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

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2015-007-02-04-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.)		

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

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

RFQ NO: 2015-007-02-04-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:	

Project No.: _____

Project Name:: _____

Department:: _____

Firm/Participant:Name: _____

Evaluator: _____ Date: _____

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.		
INSURED	INSURERS AFFORDING COVERAGE		
	INSURER A		
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		

COVERAGES

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

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

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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 must be presented 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

EXHIBIT "D"

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)

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any 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_____.

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: _____

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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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.

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

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

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

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

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

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see 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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

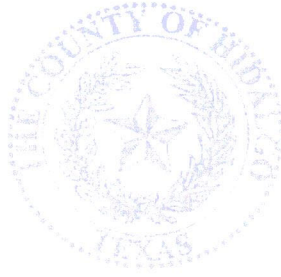
**Certification
Regarding Debarment, Suspension and Ineligibility**

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

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

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



HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Construction Materials & Geo Technical Testing Pool”

RFQ NO: 2015-007-02-04-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, three (3) copies and eight (8) CD’s in PDF format containing a complete copy of Response.

Signature

Date

DRS
10/15/18

Yvette

21.

Purchasing Department - Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

- 1. **AI-66845** a. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to final legal counsel's review) for the provisions of: construction materials testing and laboratory services for the New Hidalgo County Courthouse Project with Terracon Consultants, Inc., [as approved for negotiations on CC 03/31/16].

Martha Salazar said the only observation by the auditor's office is that the ACORD form has not been uploaded and requested approval subject to receiving that form.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval subject to receiving the ACORD form.

Vote: 4 - 0 – Unanimously

- b. Requesting approval of Work Authorization #1 in the amount of \$370,177.50 under the current agreement with Terracon Consultants, Inc. (C-18-220-09-25), for Construction Material Testing and Laboratory Services for New Hidalgo County Courthouse Project.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

- 2. **AI-66757** A. Requesting authority to reject non-qualifying bids received for project: RFB No.: 2018-187-08-22-SGS- Hidalgo County - "Lease Office Space to House Hidalgo County Urban County Program";

Judge Garcia stepped away from the meeting.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

- B. Requesting authority to re-advertise-Hidalgo County-Lease Office Space to house the Hidalgo County Urban County Program with modified specifications developed and drafted in collaboration with HC Urban County Director, HC Purchasing Department & HC Executive Office and subject to legal review/approval as to form.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

- 3. **AI-66586** Approval to exercise the final one (1) year period extension as provided in agreement C-16-075-07-26 with OTSO dba Valley Wide Security for Security Guard Services for Hidalgo County, under the same rates, terms & conditions.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously