PURCHASING DEPARTMENT
County of Hidalgo

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TRANSMITTAL FORM

Today's Date: 10/ 30/ 2020 Department: 123 - Commissioner Precinct 3

Contract No.: C-20-164-10-20 Effective Date: 10/ 21/ 2020

Description of Project: CEI - Mile 3 N. Road Project (from FM 492(Goodwin Rd) to Tom Gill Rd)

Awarded Vendor: B2Z Engineering, LLC

CC Approval on 10/ 20/ 2020 AI - 77855

Routing of documents:

✓ 1. Executive Office – Attn: Monica Salinas

_____ 2. District Attorney's Office – Attn: Robert Viña

_____ 3. County Judge's Office – Attn: Richard F. Cortez

_____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.

_____ 5. Purchasing Department – Attn: Hector Garcia ext. 4857

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- ☐ Contract/ Agreement
- ☐ Exhibit A – RFB Procurement Packet
- ☐ Exhibit B – Fee Schedule/ Bid Page (Pgs. _____ to _____)
- ☐ Exhibit C – Certificate of Liability Insurance
- ☑ Other: Exhibit G - Certificate of Liability Insurance

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FILED
AT 2:00 O'CLOCK P M
NOV 04 2020
ARTURO GUAJARDO JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

AGREEMENT FOR PROFESSIONAL SERVICES
C-20-164-10-20

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **B2Z Engineering, LLC**, Professional Engineers of **Mission, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **Professional Engineering Services for Inspection, Material Testing, and Construction Management for the Mile 3 N. Road Project (from FM 492 (Goodwin Rd) to Tom Gill Rd) in Hidalgo County Precinct No. 3** project hereinafter referred to as the **"Project".**

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** –

Services to be Provided by the Owner. The **Engineer** will provide the services deemed necessary for the development of the **Project,** attached hereto and made a part of this agreement in **EXHIBIT "B"** – Services to be Provided by the Engineer.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on October 5, 2024 or upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

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

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

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

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

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

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

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 *Basic Services*. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **Senior Construction Engineer/Manager ~ Construction Manager (PE/PMP) ~ Environmental Specialist ~ Design Engineer ~ Construction Superintendent ~ Construction Record Keeper ~ Laboratory Field Technician ~ Engineering Technician ~ CADD Operator ~ Admin/Clerical:** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall

be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set

forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for

any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be

incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to

enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional

engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent

of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall

hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to

any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be

relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County **100 E. Cano, 1st Floor** **Edinburg, Texas 78539**	**B2Z Engineering, LLC** **900 S. Stewart Rd., Ste 4** **Mission, Texas 78572**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to

enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. Nondiscrimination. Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

ARTICLE 32. Additional Documents. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

ARTICLE 33. Required Contract Provision for Contracts Subject to Federal Award (if applicable). The following are incorporated into this agreement for all purposes. Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Additionally, section 23 CFR 172.9(c)(1) provides for the incorporation of certain contract provisions either physically or by reference into the language of each contract or subcontract for professional service providers of federal road projects subject to federal award, as applicable:

(i) The County shall consider administrative, contractual and legal remedies and sanctions in accordance with Federal and State laws and regulations where consultants violate or breach contract terms and conditions. Applicable provisions are found herein including, but not limited to, ARTICLE 3 and the corresponding procurement packet.

(ii) The County provides notice of requirements and regulations pertaining to reporting herein and in the corresponding procurement packet.

(iii) The County provides notice of requirements and regulations pertaining to copyrights and rights in data in the corresponding procurement packet and in this agreement, including, but not limited to ARTICLE 11.

(iv) In addition to the provisions of this agreement, including but not limited to ARTICLE 13, the recipient, the subrecipient, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives have access to any books, documents, papers, and records of the consultant which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions;

(v) In addition to the provisions of this agreement, including but not limited to ARTICLE 13, all required records are to be retained for not less than three (3) years after the County makes final payment and all other pending matters are closed;

(vi) Standard DOT Title VI Assurances (DOT Order 1050.2) and applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964 are referenced and/or incorporated in ARTICLE 31 and No. 15 of the legal notice of the corresponding procurement packet. **Engineer**, and its successors and assigns agree to abide by these provisions;

(vii) Disadvantaged Business Enterprise (DBE) assurance, as specified in 49 CFR 26.13(b) are incorporated by reference. DBE is addressed on the DBE Form included in the corresponding procurement packet. Applicable DBE assurance specified in 49 CFR 26.13(b), provides:

(a) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT–assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

(viii) Prompt pay requirements, as specified in 49 CFR 26.29 are incorporated by reference. ARTICLE 6 of the agreement addresses payment provisions. In accordance with 49 CFR 26.29: **Engineers**, as a prime contractor, are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the County makes to the **Engineer**.

(ix) Determination of allowable costs in accordance with the Federal cost principles. Pursuant to 23 CFR 172.3, Federal cost principles means the cost principles contained

in 48 CFR part 31 of the Federal Acquisition Regulation for determination of allowable costs of commercial, for-profit entities and are hereby incorporated by reference.

(x) The County's requirements pertaining to consultant errors and omissions may be found in this agreement, including but not limited to ARTICLES 17 & 19, herein.

(xi) In addition to any conflict of interest provisions found in this agreement or the corresponding procurement packet, the County incorporates by reference the requirements pertaining to conflicts of interest, as specified in 23 CFR 1.33.

(xii) A provision for termination for cause and termination for convenience by the County including the manner by which it will be affected and the basis for settlement. Applicable provisions are found herein including, but not limited to, ARTICLE 3 and the corresponding procurement packet.

Lastly, Pursuant to 23 CFR 172.9(c)(2), all contracts and subcontracts exceeding $100,000 shall contain, either by reference or by physical incorporation into the language of each contract, a provision for lobbying certification and disclosure, as specified in 49 CFR part 20. As such, 49 CFR 20.100 – 20.605, Appendix A & B to Part 20 and corresponding procurement packet provisions are incorporated by reference.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2020.

ENGINEER:
B2Z Engineering, LLC

BY: _____
Nicholus Muñoz, Vice President

OWNER:
HIDALGO COUNTY

BY: _____
Richard Cortez, County Judge

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

ATTEST: _____
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 10/20/20

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office
Ricardo Rodriguez Jr.,

By: _____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*
EXHIBIT H -Requirements - County's Request for Qualifications

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** for the proposed Mile 3 N. Road Project (from FM 492 (Goodwin Rd) to Tom Gill Rd) in Hidalgo County hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project **Engineer**.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1 - PROJECT DESCRIPTION

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

COUNTY/CITY: HIDALGO COUNTY

CONTROL: 0921-02-321

PROJECT/DESCRIPTION: Inspection, Material Testing, and Construction Management for the Mile 3 N. Rd Project

LENGTH: 3.41 Miles (Approx.)

HIGHWAY: Mile 3 N Rd

LIMITS: From FM 492 (Goodwin Rd) to Tom Gill Rd

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- X Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)
- ___ Pedestrian Facility – Hike & Bike Trail

ENGINEER shall mean B2Z Engineering, LLC

STATE shall mean Texas Department of Transportation (TxDOT).

COUNTY shall mean the Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION MANAGEMENT SERVICES :

The ENGINEER will provide Construction Engineering, Geotechnical & Construction Material Testing, and Construction Inspection/Record Keeping services for and during the construction of the Project, or portions of the Project, approved by the COUNTY. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Contract Administration:

1) In general, the ENGINEER will provide the management and engineering support in accordance with TxDOT's LGPP Manual required for consultation and advisement to the COUNTY, and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

2) The ENGINEER will coordinate and conduct both a "Pre-Coordination Meeting" and a "Pre-Construction Conference" as required by the LGPP.

3) The ENGINEER will work with the County RPIC to develop and issue a Notice to Proceed (NTP) to the contractor.

4) The ENGINEER will coordinate with the Design Engineer of Record (DEOR) and will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency and take all steps possible to require the Contractor to correct the defect or deficiency.

5) The ENGINEER will review the contractor's DBE Program and EEO Plan for compliance throughout the project.

6) The ENGINEER will ensure that all eligible expenditures are appropriately allocated with regards to the Federal Monies identified on the AFA and inform the County RPIC of any potential exposure.

7) The ENGINEER will work with the County RPIC to develop a Certificate of Substantial Completion at the appropriate time.

8) The ENGINEER will develop as built plans identifying any field and change order modifications done during the project. When applicable the ENGINEER will work with the DEOR to prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

9) The ENGINEER will provide the County RPIC a Certification that all work performed on the project met and/or exceeded the project specifications.

Construction Management and Inspection:

Construction Management (During Construction)

1) The ENGINEER will conduct frequent meetings w/ County RPIC & Contractor throughout the construction duration of the project.

2) The ENGINEER will assist the County RPIC with the implementation of the adopted Quality Assurance Program (QAP)

3) The ENGINEER will conduct team field visits with the County RPIC, Design Engineer, TxDOT, Cities, and FHWA representatives throughout duration of the project (Estimated at 26months)

4) The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the County RPIC for the preparation of the monthly and final estimates for payment to the Contractor.

5) The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the County RPIC for the preparation of the monthly and final estimates for payment to the Contractor.

6) The ENGINEER will coordinate with the DEOR to obtain concurrence on any suggestions or RFI's made by the contractor to modify the plans and/or contract documents.

7) The ENGINEER coordinate with County RPIC, Design Engineer, TxDOT/FHWA Representatives, and City Personnel to participate in all Project Related Stakeholder Meetings, Construction Status Meetings, and Final Inspection

8) The ENGINEER will coordinate with the DEOR and TxDOT to obtain approval on any and all Change Orders.

9) The ENGINEER will confirm TxDOT/FHWA Participation & Eligibility on Change Orders as well as Time Extensions prior to executing them for the project.

Construction Inspection

1) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) The ENGINEER will provide visits by a Senior Construction Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) The ENGINEER will provide a Construction Manager to coordinate with the public and adjacent property owners on construction inconveniences.

   c) The ENGINEER will furnish the services of a Construction Superintendent and/or Construction Inspector(s) for full-time on-site inspection services.

      a. The ENGINEER will provide construction oversight to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.

      b. The ENGINEER will provide an Environmental Specialist to inspect SW3P BMP's, as well as compliance w/ the requirements of the EPIC sheets.

      c. The ENGINEER will maintain job safety measures and implement OSHA requirements including day/night inspection of barricades

      d. The ENGINEER will develop and oversee completion of a "Project Punch List" with the County RPIC & Contractor's Representative.

Construction Management (Post Construction)

1) The ENGINEER will prepare a Final Estimate for Project Close-Out & Release Retainage.
2) The ENGINEER will provide all Close-Out Documents to County RPIC.
3) The ENGINEER will coordinate "Final Acceptance" of the project.

Miscellaneous Technical Activities:

1) The ENGINEER will coordinate with the Design Engineer of Record to review and check all shop or working drawings furnished by the Contractor.

2) The ENGINEER will track Utility Relocations and develop as built drawings to depict the location of the utility and the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

3) The ENGINEER will provide Monthly Reports/Presentations to Hidalgo County Commissioners Court and the HCMPO (as requested)

4) The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

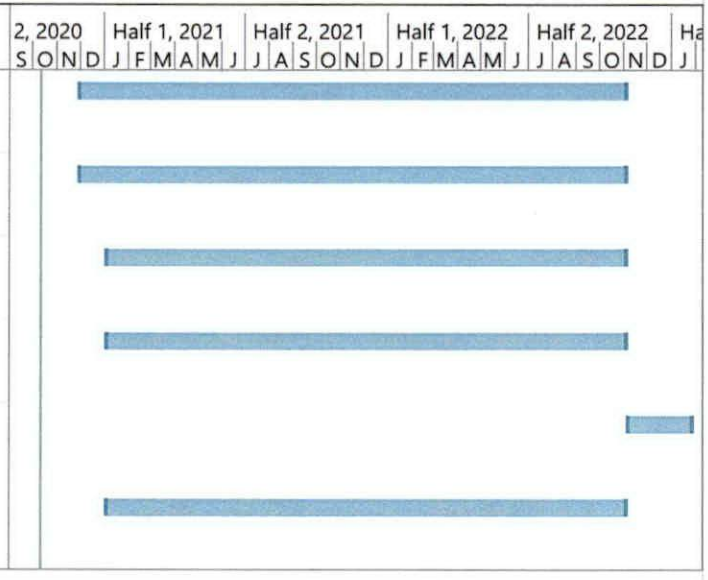
a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
b) Field density testing of soils and base materials to ensure proper compaction as required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

EXHIBIT "C"
WORK SCHEDULE

The Work Schedule will be specific to each Work Authorization completed under the Contract for this **Project**. The **Engineer** will provide a Work Schedule as an attachment/exhibit to each Work Authorization. Work will need to be completed in accordance with Article 3 and 4 of this Contract (Article 3 – Period of Service, Article 4 – Progress and Coordination).

Exhibit C
Work Schedule
Mile 3 N Road Project

ID	Task Mode	Task Name	Start	Finish	Duration
1		Construction Contract Administration	Mon 11/30/20	Fri 11/4/22	505 days
2		Construction Management	Mon 11/30/20	Fri 11/4/22	505 days
3		Construction Inspection	Mon 1/4/21	Fri 11/4/22	480 days
4		CMT - Material Testing	Mon 1/4/21	Fri 11/4/22	480 days
5		Post Contruction	Mon 11/7/22	Fri 1/27/23	60 days
6		Miscellaneous Technical Activities	Mon 1/4/21	Fri 11/4/22	480 days



Project: Mile 3 N WA#1 Schedu
Date: Mon 10/12/20

Task	Inactive Summary	External Tasks	
Split	Manual Task	External Milestone	
Milestone	Duration-only	Deadline	
Summary	Manual Summary Rollup	Progress	
Project Summary	Manual Summary	Manual Progress	
Inactive Task	Start-only		
Inactive Milestone	Finish-only		

EXHIBIT "D"

B2Z ENGINEERING

Contract Rates

Personnel Classification	Hourly Base Rate	Contract Rate FY 2020	Contract Rate FY 2021†	Contract Rate FY 2022†
Senior Project Manager / Principal	$ 75.00	$ 225.27	$ 232.03	$ 238.99
Project Manager	$ 68.00	$ 204.25	$ 210.37	$ 216.68
Senior Construction Engineer / Manager	$ 62.00	$ 186.22	$ 191.81	$ 197.57
Geotechnical Engineer	$ 60.00	$ 180.22	$ 185.62	$ 191.19
Construction Manager (PE/PMP)	$ 60.00	$ 180.22	$ 185.62	$ 191.19
Construction Superintendent	$ 42.00	$ 126.15	$ 129.94	$ 133.83
Environmental Manager (10+ Years Exp.)	$ 49.00	$ 147.18	$ 151.59	$ 156.14
Project Engineer (10+ Years Exp.)	$ 45.00	$ 135.16	$ 139.22	$ 143.39
Engineering Lab Manager	$ 43.00	$ 129.16	$ 133.03	$ 137.02
Design Engineer (5~10 Years Exp.)	$ 40.00	$ 120.14	$ 123.75	$ 127.46
Senior Engineering Tech	$ 38.00	$ 114.14	$ 117.56	$ 121.09
Environmental Specialist	$ 37.00	$ 111.13	$ 114.47	$ 117.90
Construction Inspector	$ 30.00	$ 90.11	$ 92.81	$ 95.60
EIT	$ 29.00	$ 87.10	$ 89.72	$ 92.41
Construction Record Keeper	$ 28.00	$ 84.10	$ 86.62	$ 89.22
Unmanned Aircraft System (UAS) Pilot	$ 27.00	$ 81.10	$ 83.53	$ 86.04
Laboratory / Field Technician	$ 26.00	$ 78.09	$ 80.44	$ 82.85
Engineer Tech	$ 25.00	$ 75.09	$ 77.34	$ 79.66
CADD Operator	$ 23.00	$ 69.08	$ 71.16	$ 73.29
Admin/Clerical	$ 22.00	$ 66.08	$ 68.06	$ 70.10

Overhead Rate*: 168.18%
Profit Rate: 12.00%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Direct Expenses:

Lodging	$96/night
Meals	$55/day
Mileage	$0.575/mile
Car Rental	$60.00/Day
Aerial Drone Flight	$250.00/hr
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

* = Overhead Rate is TxDOT 2019 Approved Audited Overhead Rate.
† = 3% Escalation Rate added to future fiscal years.

B2Z ENGINEERING

Exhibit D

Mile 3 N Road Project

Construction Phase Services (FC320)

Work Authorization No. 1

	Hidalgo County Precinct No. 3 Construction Management Services (FC320)	MANHOURS									
		Sr. Construction Engineer/Manager	Construction Manager (PE/PMP)	Environmental Specialist	Construction Superintendent	Construction Inspector	Construction Record Keeper	CADD Operator	Admin/Clerical	Total Hours	Total Line Item Cost
	TASKS										
	Construction Contract Administration										
1	Review project plans, general notes, general conditions (Items 1L-9L), bid & contract documents, advanced funding agreement, and any other pertinent project documents.	20	16		40	40	16		8	140	$17,132.56
2	Prepare/Coordinate & Conduct a Project Coordination Meeting with the County RPIC, TxDOT Project Mgr., Design Engineer, & other Hidalgo Co. and TxDOT Project Staff	10	4		8	4	4		8	38	$4,817.76
3	Prepare/Coordinate & Conduct a Project Pre-Construction Meeting with the County RPIC, County Staff, TxDOT Project Manager, Design Engineer, City Officials, School District Officals, First Responders and the Construction Contractor	16	8		16	4	4		16	64	$8,193.80
4	Coordinate w/ County RPIC and Develop/Issue a Notice to Proceed to the Contractor	4	4						8	16	$1,994.40
5	Coordination with Design Engineer of Record, Hidalgo County RPIC, TxDOT PM, City of Penitas and Construction Contractor(s) throughout the duration of the project	92	80		32				16	220	$36,643.92
6	Review of Contractor's DBE and EEO Programs for Compliance w/ CUF Requirements	12			40		80		8	140	$14,537.28
7	Continuous Monitoring of Construction Expenditures vs. Available Funds in the AFA	46	16		8		8		20	98	$14,453.24
8	Issue a Certificate of Substantial Completion at the Appropriate Time	4	8		20		24		4	60	$6,992.36
9	Continously monitor changes to the project and update the as-built plans as necessary. At project completion, provide final as-built plans to the County RPIC and TxDOT.	24			96		16	80		216	$23,451.68
10	Submit a "Materials Certification Letter" at final acceptance of the project to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications.	6	4		4		8		8	30	$3,544.24
11	Prepare Monthly Invoicing to County	26	24		24				24	98	$13,780.52
	Subtotal Labor Hours	**260**	**164**	**0**	**288**	**48**	**160**	**80**	**120**	**1120**	**$145,541.76**
	Construction Management & Inspection										
	Construction Management (During Construction)										
1	Conduct Frequent Meetings with the County RPIC & Contractor Throughout Construction Duration for Adherence to the Schedule (as needed)	80	16		96		24		8	224	$32,438.56
2	Assist the RPIC with Implementation of the Adopted Quality Assurance Program (QAP)	20	4		48		24		8	104	$13,047.52
3	Coordinate meetings and Field Visits w/ County RPIC, Design Engineer, TxDOT, City of Penitas, and FHWA representatives throughout duration of the Project and through final inspection.	80	48		86				24	238	$35,982.98
4	Develop a Contractors Progress Payment Estimate on a Monthly Basis	48	40		96		320		416	920	$82,659.04
5	Review & Processing of Contractor pay applications, including verification of material-on-hand (MOH) Invoices (Approval/Modification/Rejection)	8	8		24		64		20	124	$12,663.12
6	Receive, review, respond and catalog project documentation incuding RFI's and submittals from the contractor. If required, obtain stakeholder (EOR) concurrence to Change and/or Modify any Requirements to the Plans or Contract Documents	48			26		52		26	152	$18,309.74
7	Develop and negotiate proposed change orders (CO) with the contractor. If required, coordinate plan revisions with the Design Engineer on Change Orders and Obtain TxDOT concurrence	48			32			32	32	144	$17,300.48
8	Confirm TxDOT/FHWA Participation & Eligibility on Change Orders as well as Time Extensions	32			8				4	44	$7,232.56
	Subtotal Labor Hours	**364**	**116**	**0**	**416**	**0**	**484**	**32**	**538**	**1950**	**$219,634.00**

		Hidalgo County Precinct No. 3 *Construction Management Services (FC320)*	MANHOURS									
			Sr. Construction Engineer/Manager	Construction Manager (PE/PMP)	Environmental Specialist	Construction Superintendent	Construction Inspector	Construction Record Keeper	CADD Operator	Admin/Clerical	Total Hours	Total Line Item Cost
		TASKS										
Construction Inspection												
	1	On-Site Inspection During Construction Activities & Documentation in Project Diary				860	3824	460			5144	$491,755.64
	2	Coordination with the Public and Adjacent Property Owners on Construction Inconveniences	16			96					112	$15,089.92
	3	Inspect storm water pollution prevention plan (SW3P) best management practice's (BMP's), as well as Compliance with Requirements of environmental permits issues and commitment (EPIC) Sheets			64	16					80	$9,130.72
	4	Verify Daily Pay Sheets & Assure Compliance of Materials Delievered to the Job Site Meet Specifications (Including Buy America Act)				192		480			672	$64,588.80
	5	Maintain Job Safety Measures & Implement OSHA Requirements Including Day and Night Inspection of Barricades				48		16		8	72	$7,929.44
	6	Develop and Oversee Completion of a "Project Punch List" with the County RPIC & Contractor's Representative	8	4		24		4		12	52	$6,367.60
		Subtotal Labor Hours	**24**	**4**	**64**	**1236**	**3824**	**960**	**0**	**20**	**6132**	**$594,862.12**
Construction Management (Post Construction)												
	1	Prepare a Final Estimate for Project Close-Out & Release of Retainage	8	4		8		20		20	60	$6,223.44
	2	Prepare and Provide all Close-Out Documents to County RPIC	8			20		40		8	76	$7,905.40
	3	Coordinate Final Acceptance of Project	16	6		8					30	$5,070.04
		Subtotal Labor Hours	**32**	**10**	**0**	**36**	**0**	**60**	**0**	**28**	**166**	**$19,198.88**
		Miscellaneous Technical Activities										
	1	Coordination w/ Engineer of Record for Shop Drawing Review as Appropriate	36	14		14		14			78	$12,170.50
	2	Coordination w/ County RPIC, City of Penitas Personnel, and other utility owners on Relocation of Utilities in Conflict	36	8		120					164	$23,283.68
	3	Track Utility Relocations and Plot Final Facility Locations on the Final As-Built Plans (if any)	16			16			40	8	80	$8,289.76
	4	Monthly Reporting/Presentation to Hidalgo County Commissioner Pct#3 & HCMPO (as needed)	40	20		24				12	96	$14,873.76
		Subtotal Labor Hours	**128**	**42**	**0**	**174**	**0**	**14**	**40**	**20**	**418**	**$58,617.70**
Total Labor Hours			**808**	**336**	**64**	**2150**	**3872**	**1678**	**152**	**726**	**9786**	
Hourly Base Rates			$ 62.00	$ 60.00	$ 37.00	$ 42.00	$ 30.00	$ 28.00	$ 23.00	$ 22.00		
Contract Rate FY2020			$ 186.22	$ 180.22	$ 111.13	$ 126.15	$ 90.11	$ 84.10	$ 69.08	$ 66.08		
Total Costs			**$ 150,465.76**	**$ 60,553.92**	**$ 7,112.32**	**$ 271,222.50**	**$ 348,905.92**	**$ 141,119.80**	**$ 10,500.16**	**$ 47,974.08**		**$1,037,854.46**

Direct Expenses	Mileage: $0.575/mile	$	15,906.80
	CMT (See Detailed Breakdown on Page 3 of 6 ~ 6 of 6)	$	285,713.69
	Total Direct Expenses	**$**	**301,620.49**

B2Z Engineering Total Cost **$1,339,474.95**

EXHIBIT D

ESTIMATED MAN-HOURS AND TEST BREAKDOWN

Hidalgo County Pct. 3 - Mile 3 N
Construction Materials Testing

Embankment (Test All Fill Material Including Cut From Job) (ITEM 132)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	PI>15 – Every 5,000 CY	included with PI	Each		$45.00	$0.00
Plasticity Index		Tex-106-E	PI>15 – Every 5,000 CY		Each	36	$45.00	$1,620.00
Gradation		Tex-110-E	Each 10,000 CY		Each	18	$90.00	$1,620.00
Moisture/Density		Tex-114-E	As Directed by Engineer		Each	5	$225.00	$1,125.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000 Linear Feet (Min. 1 per Lift)	Inc. to 10 - 2 per Leg (Job)	Each	60	$28.00	$1,680.00
Test Reports				LL/PI, Grad, MD, FD	Each	119	$25.00	$2,975.00
Laboratory/Field Technician				80	Hour-	279	$78.09	$21,787.11
# of Trips (Tech)				60 Trips (28 Miles RT)	Mile	1680	$0.575	$966.00
**Admin/Clerical				16	Hour	44	$66.08	$2,907.52
							Item Subtotal	$34,680.63

Subgrade (Untreated) (ITEM 260)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Organic Content		Tex-148-E	1 Per Project/Source or As Directed by Engineer	Estimated to Match Sulfate Content Testing Locations	Each	10	$500.00	$5,000.00
Sulfate Content		Tex-145-E	Each 500 LF or 5000 CY		Each	10	$95.00	$950.00
Test Reports				OC & SC	Each	20	$25.00	$500.00
Laboratory/Field Technician				48	Hour	20	$78.09	$1,561.80
# of Trips (Tech)				10 Trips (28 Miles RT)	Mile	280	$0.575	$161.00
**Admin/Clerical					Hour	8	$66.08	$528.64
							Item Subtotal	$8,701.44

Lime (ITEM 260)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Compliance of Lime (DMS 6350)		Tex-600-J	1 per 200 Tons		Each	19	$425.00	$8,075.00
							Item Subtotal	$8,075.00

Subgrade (Lime Treated) (ITEM 260)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Pulverization Gradation		Tex-101-E (Part III)	Each 4,500 CY	Remain Consistent Each 4,500 CY	Each	12	$100.00	$1,200.00
Liquid Limit		Tex-104-E	Each 5,000 CY	included with PI	Each		$45.00	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	11	$45.00	$495.00
Gradation		Tex-110-E	Each 5,000 CY		Each	11	$90.00	$990.00
Moisture/Density		Tex-121-E (Part II)	Every 20,000 CY		Each	2	$225.00	$450.00
In-Place Density		Tex-115-E	Every 3,000 CY (min 1 per lift)		Each	36	$28.00	$1,008.00
Test Reports				LL/PI, MD, FD	Each	72	$25.00	$1,800.00
Laboratory/Field Technician				4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	216	$78.09	$16,867.44
# of Trips (Tech)				29 Trips (28 Miles RT)	Mile	812	$0.575	$466.90
**Admin/Clerical					Hour	27	$66.08	$1,784.16
							Item Subtotal	$25,061.50

Flexible Base (Untreated - Stockpile Testing) (ITEM 247)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	Each 5,000 CY	included with PI	Each		$45.00	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	11	$45.00	$495.00
Gradation		Tex-110-E	Each 5,000 CY		Each	11	$90.00	$990.00
Moisture/Density		Tex-113-E	Every 20,000 CY		Each	3	$225.00	$675.00
Wet Ball Mill		Tex-116-E	Every 20,000 CY		Each	3	$250.00	$750.00
Triaxial		Tex-117-E	Every 20,000 CY		Each	3	$2,300.00	$6,900.00
Test Reports				LL/PI, MD, WB, Triaxial	Each	28	$25.00	$700.00
Laboratory/Field Technician				2 hrs - LL,PI,MD & WB/Triax.	Hour	68	$78.09	$5,310.12
# of Trips (Tech)				3 Trip (80 Miles RT)	Mile	240	$0.575	$138.00
**Admin/Clerical					Hour	12	$66.08	$792.96
							Item Subtotal	$16,751.08

Flexible Base (Lime Treated) (ITEM 247)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	Each 5,000 CY	included with PI	Each	0	$45.00	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	11	$45.00	$495.00
Gradation		Tex-110-E	Each 5,000 CY		Each-4	11	$90.00	$990.00
Moisture/Density		Tex-121-E (Part II)	Every 20,000 CY	Complete Mixture	Each	3	$225.00	$675.00
In-Place Density		Tex-115-E	Every 3,000 CY (min 1 per lift)		Each	38	$28.00	$1,064.00
Test Reports				LL/PI, MD, FD	Each	63	$25.00	$1,575.00
Laboratory/Field Technician				2 hrs - PI,Gr,MD, 2 hrs - FD	Hour	94	$78.09	$7,340.46
# of Trips (Tech)				49 Trips (28 Miles RT)	Mile	1372	$0.575	$788.90
**Admin/Clerical					Hour	20	$66.08	$1,321.60
							Item Subtotal	$14,249.96

Pipe Bedding Material (Shall Be Pit Run Gravel w Max Size 3/4 in.)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		Test	Spec	Additional Assumptions	Unit	Qty.	Contract Rate	Maj. Locations Total
Plasticity Index		Tex-106-E	Shall Conform D 2321	1 per Project	Each	1	$45.00	$45.00
Gradation		Tex-110-E		1 per 500 LF of Bedding	Each	40	$90.00	$3,600.00
Test Reports				Grad	Each	40	$25.00	$1,000.00
Laboratory/Field Technician				2 hrs - Grad	Hour	80	$78.09	$6,247.20
# of Trips (Tech)				20 Trips (28 Miles RT)	Mile	560	$0.575	$322.00
**Admin/Clerical					Hour	14	$66.08	$925.12
							Item Subtotal	$12,139.32

Box Culvert Final Backfill Material (Shall be Class I-IV, A1, A2 or A3 or Cement Stabilized, Max PI of 19, 92% SPD, 8" Compact Lifts)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		Test	Spec	Additional Assumptions	Unit	Qty.	Contract Rate	Maj. Locations Total
Plasticity Index		Tex-106-E	Cl I-IV, Max PI of 19	Assume 1 Mtl for Project	Each	1	$45.00	$45.00
Gradation		Tex-110-E	Cl I-IV, Max PI of 19	Assume 1 Mtl for Project	Each	2	$90.00	$180.00
Moisture/Density		Tex-114-E	One per Each Material	Assume 1 Mtl for Project	Each	2	$225.00	$450.00
In-Place Density		Tex-115-E	Every 400 CY of Backfill		Each	64	$28.00	$1,792.00
Test Reports				LL/PI, Grad, MD, FD	Each	69	$25.00	$1,725.00
Laboratory/Field Technician				2 hrs - PI,Gr,MD, 2 hrs - FD	Hour	72	$78.09	$5,622.48
# of Trips (Tech)				34 Trips (28 Miles RT)	Mile	952	$0.575	$547.40
**Admin/Clerical					Hour	34	$66.08	$2,246.72
							Item Subtotal	$12,608.60

Box Culvert Backfill Material (Shall be Class I-IV, Max PI of 19, 95% SPD, 8" Compact Lifts)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		Test	Spec	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Plasticity Index		Tex-106-E	Cl I-IV, A1-3, Max PI of 19	Assume 1 Mtl for Project	Each	1	$45.00	$45.00
Gradation		Tex-110-E	Cl I-IV, A1-3, Max PI of 19	Assume 1 Mtl for Project	Each	1	$90.00	$90.00
Moisture/Density		Tex-114-E	One per Each Material	Assume 1 Mtl for Project	Each	1	$225.00	$225.00
In-Place Density		Tex-115-E	Every 400 CY of Backfill		Each	10	$28.00	$280.00
Test Reports				LL/PI, Grad, MD, FD	Each	13	$25.00	$325.00
Laboratory/Field Technician				4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	32	$78.09	$2,498.88
# of Trips (Tech)				9 Trips (28 Miles RT)	Mile	252	$0.575	$144.90
**Admin/Clerical					Hour	8	$66.08	$528.64
							Item Subtotal	$4,137.42

Asphalt Concrete Pavement (HMA-QC/QA w/ surface treatment)

- Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				Stockpile				
L.A. Abrasion		Tex-410-A	1 Per Project Per Source Per Design	if BRSQC meets Project Spec – Remove	Each	0	$500.00	$0.00
Soundness		Tex-411-A	1 Per Project Per Source Per Design	if BRSQC meets Project Spec – Remove	Each	0	$500.00	$0.00
Gradation		Tex-200-F	1 Per Project Per Source Per Design		Each	2	$75.00	$150.00
MicroDeval		Tex-461-A	1 Per every 12 Sublots	May be Eliminated based on Test History	Each	0		$0.00
Flat & Elongated Particles		Tex-280-F	1 Per Project Per Source Per Design		Each	1	$60.00	$60.00
Coarse Aggr. Angularity		Tex-460-A (Part I)	1 Per Project Per Source Per Design		Each	1	$60.00	$60.00
Del. Matl. and Decant		Tex-217-F	1 Per Project Per Source Per Design		Each	1	$50.00	$50.00
Fine Aggr.				Stockpile				$0.00
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source Per Design		Each	1	$45.00	$45.00
Organic Impurities		Tex-408-A	1 Per Project Per Source Per Design		Each	1	$50.00	$50.00
Gradation		Tex-200-F	1 Per Project Per Source Per Design		Each	1	$75.00	$75.00
Mineral Filler				Bin or Silo				$0.00
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source Per Design	Assume No Filler	Each	0	$45.00	$0.00
Gradation		Tex-200-F	1 Per Project Per Source Per Design	Assume No Filler	Each	0	$75.00	$0.00
Combined Aggr.				Stockpile or Feeder Belt				$0.00
Sand Equivalent		Tex-203-F	1 Per Project Per Source Per Design		Each	1	$80.00	$80.00
Complete Mix				Truck Sample				$0.00
Asphalt Content (%)		Tex-236-F	1 Per Lot Per Design		Each	31	$95.00	$2,945.00
Voids in Mineral Aggr. (VMA)		Tex-207-F	1 Per Sublot Per Design	with 227-F Rice Gravity	Each	12	$90.00	$1,080.00
Gradation		Tex-236-F	Min 1 Per 12 Sublots Per Design		Each	10	$95.00	$950.00
Boil Test		Tex-530-C	1 Per Project Per Source Per Design	Waived by Engineer	Each	0	$90.00	$0.00
Indirect Tensile - Dry		Tex-226-F	1 Per Project Per Source Per Design	Waived by Engineer	Each	0	$62.50	$0.00
Moisture Content		Tex-212-F (Part II)	1 Per Project Per Source Per Design		Each	1	$18.00	$18.00
Lab Molded Density		Tex-207-F	1 Per Sublot Per Design		Each	30	$90.00	$2,700.00
Hamburg Wheel Tracker		Tex-242-F	1 Per Project Per Source Per Design	Make Contractor Perform Test	Each	2	$1,500.00	$3,000.00
Roadway				At Site				$0.00
Field Coring			2 Cores Per Sublot Per Design	Make Contractor Perform Test	Each	0	$0.00	$0.00
In-Place Air Voids		Tex-207-F	2 Cores Per Sublot Per Design		Each	240	$25.00	$6,000.00
Segregation Profile		Tex-207-F (Part V)	1 Per Project Per Source Per Design		Each	1	$315.00	$315.00
Joint Density		Tex-207-F (Part VII)	1 Per Project Per Source Per Design		Each	1	$315.00	$315.00
Tack Coat Adhesion		Tex-243-F	1 Per Project Per Source Per Design	Waived by Engineer	Each	0	$100.00	$0.00
Thermal Profile		Tex-244-F	1 Per Project Per Source Per Design		Each	1	$200.00	$200.00
Ride Quality		Tex-1001-S	Engineer may verify Contractor's results	Make Contractor Perform Test	Each	0		$0.00
Asphalt Binder Compliance		DMS-6310	1 Per Project Per Source Per Design		Each	3	$1,500.00	$4,500.00
Test Reports					Each	69	$25.00	$1,725.00
Laboratory/Field Technician				8 hours per 1 day (trips/test - CA/FA/Co)	Hour	24	$78.09	$1,874.16
Laboratory/Field Technician				12 hours per 30 days	Hour	30	$78.09	$2,342.70
# of Trips (Tech)				31 Trips (40 Miles RT)	Mile	1240	$0.575	$713.00
**Admin/Clerical					Hour	30	$66.08	$1,982.40
							Item Subtotal	$31,230.26

Hydraulic Cement Concrete ~ Drill Shafts, Wingwalls & Traffic Rail Foundation (Class C)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				QA Test. (QC by Source)				
Decantation		Tex-406-A	Each 20,000 CY(or source)		Each	1	$50.00	$50.00
Sieve Analysis		Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	6	$90.00	$540.00
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	1	$50.00	$50.00
L.A. Abrasion		Tex-410-A	Two Each Source	if CRSQC meets Project Spec ~ Remove	Each	0	$600.00	$0.00
Soundness		Tex-411-A	Two Each Source	if CRSQC meets Project Spec ~ Remove	Each	0	$600.00	$0.00
Fine Aggr.				QA Test. (QC by Source)				$0.00
Sand Equivalent		Tex-203-F	Each 1,000 CY(ea source)		Each	6	$80.00	$480.00
Organic Imp.		Tex-408-A	One Per Project Per Source		Each	1	$50.00	$50.00
Sieve Analysis		Tex-401-A	Each 1,000 CY(ea source)		Each	6	$90.00	$540.00
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	6	$15.00	$90.00
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	1	$50.00	$50.00
Acid Insoluble		Tex-612-J	Two Each Source	if CRSQC meets Project Spec ~ Remove	Each	0	$90.00	$0.00
Mineral Filler				QA Test. (QC by Source)				$0.00
Sieve Analysis		Tex-401-A	Two Each Source	if No Mineral Filler utilized in Mix ~ Remove	Each	0	$90.00	$0.00
Concrete								$0.00
*Strength		Tex-447-A & Tex-418-A	Each 60 CY(2 Sets = 5 CyL)	use 2 Sets per Pour (12 Pours)	Each	15	$30.00	$450.00
Slump		Tex-415-A	One per 2 Sets		Each	3	$20.00	$60.00
Entrained Air		Tex-416-A	One per 2 Sets		Each	3	$25.00	$75.00
Temperature		Tex-422-A	One per 2 Sets		Each	3	$5.00	$15.00
								$0.00
Test Reports				CA,FA,MF,Conc.	Each	31	$25.00	$775.00
Laboratory/Field Technician					Hour	28	$78.09	$2,186.52
# of Trips (Tech)				5 Trips (40 Miles RT)	Mile	200	$0.575	$115.00
**Admin/Clerical					Hour	26	$66.08	$1,718.08
							Item Subtotal	$7,244.60

Hydraulic Cement Concrete Misc. - Riprap/Riprap(Mowstrip)/Curb/Sidewalk(Class A)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
*Strength		Tex-447-A & Tex-418-A	Each 180 CY(1 Set = 2 CyL)	Adjust Per Str & Placement	Each	210	$30.00	$6,300.00
Slump		Tex-415-A			Each	70	$20.00	$1,400.00
Entrained Air		Tex-416-A			Each	0	$25.00	$0.00
Temperature		Tex-422-A			Each	70	$5.00	$350.00
								$0.00
Test Reports				Conc.	Each	70	$25.00	$1,750.00
Laboratory/Field Technician					Hour	210	$78.09	$16,398.90
# of Trips (Tech)				70 Trips (28 Miles RT)	Mile	1960	$0.575	$1,127.00
**Admin/Clerical					Hour-	35	$66.08	$2,312.80
							Item Subtotal	$29,638.70

Batching for Hydrulic Cement Concrete & Asphalt Concrete Pavement (ACP) - Inspection of Batching at Plant (1 Tech per Plant, Reports)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
Laboratory/Field Technician					Hour	12	$78.09	$937.08
# of Trips (Tech)				3 Trip (40 Miles RT)	Mile	120	$0.575	$69.00
					Test Reports	3	$25.00	$75.00
Hot Mix								
Laboratory/Field Technician					Hour	200	$78.09	$15,618.00
# of Trips (Tech)				30 Trips (50 Miles RT)	Mile	1500	$0.575	$862.50
					Test Reports	5	$25.00	$125.00
**Admin/Clerical					Hour	24	$66.08	$1,585.92
							Item Subtotal	$19,272.50

* Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preperation, holding and curing of strength specimen costs
~ 1 Set is defined as 2 Cylinders (7-day or 28-day)
~ All Structural Concrete requires a minimum 2 Sets per Test Location (5 CyL)

** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

Summary

Sub-Total (CMT Items) =		$223,791.01
**Sr. Eng. Tech. (Coor. w/Pct 3/Rpt. Rev.)(282 hrs x 114.14Hr.)		$32,187.48
**Project Engineer (Admin. Fee - Oversight) (220 hrs x 135.16 Hr		$29,735.20

Constuction Materials Testing Total :	**$285,713.69**

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-20-164-10-20
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of **Article 7** of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **B2Z Engineering, LLC**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____
_____.

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

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

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County _____,** Commissioner _____ as to content and detail of this **Work Authorization No. ____.**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
B2Z Engineering, LLC

_____
By: Nicholus Muñoz,
Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Richard Cortez,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS
Location Map
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. __
TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____, 2020 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____ _____; and,

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

A. AGREEMENT

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

I. Article _____ of the **Agreement,** (article title), is revised to

_____
_____
_____
_____

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

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2020.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Richard Cortez, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

EXHIBIT "H"
REQUIREMENTS – COUNTY'S REQUEST FOR QUALIFICATIONS

PURCHASING DEPARTMENT
County of Hidalgo

2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 292-7612
www.co.hidalgo.tx.us/purchasing

August 03, 2020

_____
Participant's/Firms name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY - RFQ No: 2020-164-08-19-RFV**
Request for Qualifications -**"Professional Engineering Services for Inspection, Material Testing, and Construction Management for the Mile 3 N Road Project (From FM 492 (Goodwin Rd) to Tom Gill Rd) in Hidalgo County Precinct No. 3".**

Dear Ladies/Gentlemen:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626, Ext. 4868.

Sincerely,

Dina R. Trevino
Assistant Purchasing Director

DRT/RFV
Enclosures

PURCHASING DEPARTMENT
County of Hidalgo

2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 292-7612
www.co.hidalgo.tx.us/purchasing

TABLE OF CONTENTS

REQUEST FOR QUALIFICATIONS (RFQ)
HIDALGO COUNTY
"Professional Engineering Services for Inspection, Material Testing, and Construction Management for the Mile 3N Road Project in Hidalgo County Precinct No. 3"
RFQ No: 2020-164-08-19-RFV

ITEM	DESCRIPTION	No. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Table of Contents	1
3.	Request for Qualifications, Legal Notice	10
4.	Exhibit A, Requirements	14
5.	Exhibit B, Evaluation Criteria / Attachment B- Procurement Form	4
6.	Exhibit C, Insurance Requirements, Insurance / Project Acknowledgement Forms	4
7.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (file - only if applicable)	2
8.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
9.	Exhibit F, Certification Regarding Debarment	1
10.	Exhibit G, Title VI Appendices "A" through "E"	6
11.	Exhibit H, Proposers Affidavit	1
12.	Exhibit I, Chapter 2252, Subchapter F/Certification	1
13.	Exhibit J, Selecting & Contracting with Professional Service Providers For Federal Projects ("Procedures") as approved on April 24, 2018 by Hidalgo County Commissioner's Court	12
14.	RFQ Submittal Checklist	1

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

Thank you.

_____ _____

Martha L. Salazar, CPPB, Purchasing Director Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services for Inspection, Material Testing, and Construction Management for the Mile 3N Road Project *(From FM 492 (Goodwin Rd) to Tom Gill Rd)* in Hidalgo County Precinct No. 3"

RFQ No. 2020-164-08-19-RFV

Acceptance Due Date: **August 19, 2020 @ 9:30 a.m.**

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

Project Contract Specialist Contact Information:

Rocio Villarreal, Contract Specialist III
(956) 318-2626 Ext. 4868
rocio.villarreal@co.hidalgo.tx.us

Form HCPD-04

1. Sealed qualifications will be received for: **"Professional Engineering Services for Inspection, Material Testing, and Construction Management for the Mile 3N Road Project *(From FM 492 (Goodwin Rd) to Tom Gill Rd)* in Hidalgo County Precinct No. 3",** 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. It is the intention of Hidalgo County to comply with and utilize the procurement requirements as referenced in the Hidalgo County Procedures for Selecting and Contracting with Professional Service Providers for Federal Road Projects ("Procedures") as approved on April 24, 2018 by Hidalgo County Commissioner's Court and the Texas Department of Transportation (TxDOT). (See Exhibit "J"). Should there be any conflict between the provisions of this legal notice or Request for Qualifications and the Procedures, the Procedures shall control.

3. **One (1) original, (pages one-sided-clearly marked original), three (3) copies and two (2) CDs or USBs 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. 2020-164-08-19-RFV HIDALGO COUNTY - "PROFESSIONAL ENGINEERING SERVICES FOR INSPECTION, MATERIAL TESTING and CONSTRUCTION MANAGEMENT for the MILE 3N ROAD PROJECT *(FROM FM 492 (GOODWIN RD) to TOM GILL RD)* in HIDALGO COUNTY PRECINCT No. 3",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281-Administration Building, Edinburg, Texas, 78539 **ON OR BEFORE 9:30 A.M., WEDNESDAY, AUGUST 19, 2020.**

   NO FACSIMILES EMAILS 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.

   Additionally, all forms listed below must be properly executed and included with your SOQ:

   1. Legal Notice (See page 10);
   2. Areas of Specializations(Attachment "B" – Procurement Form)
   3. Insurance pages with Acknowledgment Forms (See Exhibit "C");
   4. Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");
   5. Vendor Bidder Application & W-9 forms (See Exhibit "E");
   6. Certification Regarding Debarment (See Exhibit "F");
   7. Proposer's Affidavit (See Exhibit "H")
   8. RFQ Submittal Check List (See page following Proposer's Affidavit); and
   9. SAMS.gov Registration Acknowledgement (See Number 17 below).

4. 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 design the evaluation criteria to be used in selecting the 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 evaluation factors as herein set forth.

5. The County reserves the right to refuse and reject a submitted sealed qualification if it does not meet the requirements of this RFQ, and may start the procurement process anew.

6. 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.

7. 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.

8. **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 Director before delivery will be accepted.

- If you need additional information call the office listed below:

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

9. **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 - RFQ No.: 2020-164-08-19-RFV-"PROFESSIONAL ENGINEERING SERVICES for INSPECTION, MATERIAL TESTING, and CONSTRUCTION MANAGEMENT for the MILE 3N ROAD PROJECT *(From FM 492 (GOODWIN RD) to TOM GILL RD)* in HIDALGO COUNTY PRECINCT No. 3"**
  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

12. **SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.	**August 19, 2020**
Award of Contract:	2020
Commence Work or Deliver Products:	2020

13. **HIDALGO COUNTY HOLIDAYS**

2020 YEAR	
New Year's Day	01/01/2020
Martin Luther King Day	01/20/2020
President's Day	02/17/2020
Good Friday	04/10/2020
Memorial Day	05/25/2020
Independence Day	07/03/2020
Labor Day	09/07/2020
Columbus Day	10/12/2020
Veteran's Day	11/11/2020
Thanksgiving Day	11/26-27/2020
Christmas Day	12/24-25/2020
New Year's Eve	12/31/2020

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

- **Register at SAMs System for Award Management @ www.sam.gov.**

- The County will review the Debarred Vendor List on the website of the Texas Comptroller of Public Accounts.

- Appendix II to CFR 200-Contract Provisions: Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

- The County may, and if mandated by statute, shall require a bid bond, a performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business in Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

15. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

16. 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, Request for Proposal (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.

17. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("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 that 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

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

18. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFQ No. 2020-164, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to rocio.villarreal@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED

FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

19. If, during the life of any contract or qualification awarded, the successful respondents' 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.

20. Effective September 1, 2017, the Texas Government Code was amended to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel, which provides that a state agency and a political subdivision may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Gov't Code Sections 2270.001(1) & 808.001(1) as amended, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By accepting this contract and/or purchase order, and signing the acknowledgement form to this legal notice, the Company/Vendor provides written verification that it does not Boycott Israel, and agrees that during the term of this contract/agreement will not Boycott Israel as that term is defined in the Texas Government Code.

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 respondents' 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 Countys' 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. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or 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 on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches 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 respondents' 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 to 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 Countys' 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 items' 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 (*except for* ***CIQ*** *Form if* ***NOT APPLICABLE***). Failure to provide this information may result in rejection of the qualification as none conforming.

REQUEST for QUALIFICATIONS
For
HIDALGO COUNTY

"Professional Engineering Services for Inspection, Material Testing, and Construction Management for the Mile 3N Road Project *(From FM 492 (Goodwin Rd) to Tom Gill Rd)* in Hidalgo County Precinct No. 3"

RFQ No.: 2020-164-08-19-RFV

To: Martha L. Salazar, CPPB, Purchasing Director
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
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 if Hidalgo County feels that none of the submitted sealed qualifications meet its requirements, the County reserves the right to refuse and reject all qualifications and start the procurement process anew. Respondent acknowledges that it is the intention of Hidalgo County to comply with and utilize the procurement requirements as referenced in the *Hidalgo County Procedures for Selecting and Contracting with Professional Service Providers for Federal Road Projects* ("Procedures") as approved by the Texas Department of Transportation (TxDOT). (**Exhibit "J"**). Should there be any conflict between the provisions of this legal notice and the Procedures, the Procedures shall control.

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
REQUEST FOR QUALIFICATIONS

"Professional Engineering Services for Inspection, Material Testing, and Construction Management for the Mile 3N Road Project (From FM 492 (Goodwin Rd) to Tom Gill Rd) in Hidalgo County Precinct No. 3"

RFQ No. 2020-164-08-19-RFV

The County of Hidalgo is requesting Statements of Qualifications from professional firms ("Respondents") for selection of "***Professional Engineering Services for Inspection, Material Testing, and Construction Management for the Mile 3 N Road Project (From FM 492 (Goodwin Rd) to Tom Gill Rd)* for Hidalgo County Precinct No. 3"**, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications and 23 CFR 172.7.a.1 for qualifications-based selection procurement. Work includes but is not limited to the following: Construction management, inspection and testing services on a project involving reconstruction of an **existing roadway to a four lane divided urban roadway consisting of grading, curb and gutter, lime treated subgrade, flexible base, asphaltic concrete paving, storm sewer, culvert structures, sidewalks with ADA ramps, signing, pavement markings, traffic signals and outfalls.** This Request for Qualifications ("RFQ") provides Respondents with the information necessary to prepare and submit Statements of Qualifications for consideration by the County.

Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provisions of "**Professional Engineering Services for Inspection, Material Testing, and Construction Management for the Mile 3N Road Project (*From FM 492 (Goodwin Rd) to Tom Gill Rd*) for Hidalgo County Precinct No. 3"**, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ). Statements of Qualifications will be accepted until **9:30 A.M., WEDNESDAY, AUGUST 19, 2020. 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 (pages one-sided - clearly marked original), three (3) copies and two (2) CDs/USBs in PDF** format of the RFQ shall 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 in your response.

Hidalgo County is requesting that statement of qualification responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents when hand delivering a statement of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when delivering SOQ for submittal.

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

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2016, 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 the statement to be filed. The disclosure requirement applies to a person or business that 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539 - Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein as Exhibit "H") 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 (*3*) 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:

Respondents 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:

Respondents 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 the 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 rocio.villarreal@co.hidalgo.tx.us by NO LATER than WEDNESDAY, AUGUST 12, 2020** at **5:00 P.M.** Responses will be sent to all applicants by **FRIDAY, AUGUST 14, 2020.** **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.

DAVIS BACON ACT/ HIDALGO COUNTY ADOPTED PREVAILING WAGE RATE: (If Applicable)
All selected and awarded firms are required to include the appropriate prevailing wage rate when advertising and developing project specifications.

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

SECTION II – RFQ REQUIREMENTS

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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs and the work required. 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 engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Specifications for Construction of Highways, Streets, and Bridges
- Construction Management
- Federal, State, and County-funded construction projects
- Construction Inspection and Material Testing

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact 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 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

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 and assurance as required by the **STATE OF TEXAS**. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
Work related to this engineering services contract will commence after the contract is awarded and a Notice to Proceed is issued by the Commissioner's Court or designee. The contract will end at the completion of construction and final acceptance by all parties. The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

I. ***Services Required***

The qualified firm selected should be experienced in Construction Inspection, Materials Testing, and Construction Management. It is expected that the qualified firm selected will have a sufficient level of resources and engineering expertise to carry out the scope of service.

The qualified firm should have a staff with significant experience in the NEPA environmental process, roadway design and a workload free from constraints to produce inspection and testing in a timely manner. Firms must be prepared to assure Hidalgo County that key personnel indicated in their qualifications statement will maintain their role during the project duration.

At a minimum, the qualified firm will perform the following required tasks for the project:

- Materials Testing
- Construction Inspection
- Construction Management

II. ***Administration***

1) Maintain communication and coordinate with Municipality, Design Engineer, Hidalgo County, TxDOT, and Construction Contractor(s) on a regular basis.

2) Review, approve or reject invoices for processing.

3) Review and have a thorough understanding of contract plans, specifications, estimates and contract special provisions.

4) Attend and conduct the pre-construction conference, all job-related meetings, and the final inspection.

5) Coordinate with the public and any affected property owners.

6) Provide review, feedback, or guidance on Change Orders as prepared by the contractor.

7) Make sure contractor contacts Dig-Safe.

8) Prepare Daily Reports, including quantities, locations of work, weather conditions, and weekly progress reports.

9) Maintain a photographic record of the progress of construction, annotating such photos to indicate their content and context including the date. This photographic record must be available for reference by the Construction Manager, Design Engineer, State or Federal representatives and County representatives.

10) Receive materials certifications and verify compliance with the Buy America Act.

11) Accompany Design Engineer, State or Federal representatives and County representatives on visits to the project.

12) Participate in regularly scheduled Construction Status meetings with the Design Engineer, State or Federal representatives and County representatives.

13) Report immediately any unusual occurrences and all accidents occurring within the project limits to Hidalgo County Precinct 3 and the Design Engineer. The consultant shall carry out its responsibilities in a manner that is consistent and cooperative with those of the Design Engineer and the approved Quality Assurance Program.

14) Calculate and verify the final contract quantities.

15) Review and submit to the Design Engineer any suggestions or requests made by the contractor to change or modify any requirements of the Plans or Contract Documents.

16) Receive materials certifications, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the County.

17) Prepare a Contractor's progress payment estimate on a bi-weekly basis.

18) Issue a Certificate of Substantial Completion at the appropriate time.

19) Provide certification to the County and TxDOT that this project was constructed as designed, subject to appropriate and necessary revisions to construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.

III. ***Construction Management***

The Construction Manager (CM) is to assist Hidalgo County and its Engineer during the Construction phase and to build the Project thereafter as a Construction Manager. The Construction Manager will hold and administer all subcontracts and shall be responsible for all project administration including but not limited to; scheduling the work, verifying and approval of all required shop drawings and submittals, monitor and ensure timely delivery of all required materials, enforcement of all OSHA safety regulations and approval of all material invoices and subcontractor pay requests. The Construction Manager will be responsible for managing the site and coordinating all construction activities.

The Construction Manager shall ensure that a competent inspector/chief inspector remain on-site continuously during construction activities and have authority to act on behalf of the Construction Manager. The Construction Manager should review the contractor's schedule and request updates no less than once a month. The contractor will submit a construction schedule and the Construction Manager will monitor the schedule to make sure that the project is on track and that testing is being done after applicable items of work. The schedule shall be updated and submitted to the Owner no less than once a month upon construction commencement. The Construction Manager shall report to the Owner all construction contingency allocations and may update and submit to the Owner a log of contingency allocations no less than once a month.

Specific services anticipated of the CM include, but are not limited to the following:

PRE-CONSTRUCTION PHASE SERVICES: (if necessary and requested by Hidalgo County)

- Attend meetings as necessary, provide written reports
- Perform quality assurance and constructability reviews of engineering documents
- Provide cost estimate and value management on change orders
- Other/list

CONSTRUCTION PHASE SERVICES: (if necessary and requested by Hidalgo County)

- Attend meetings as necessary, provide written reports
- Provide cost control and value management on change orders
- Assure quality and completeness of the work with continued on-site and office support monitoring and inspections
- Maintain job safety measures
- Comply with all regulatory and agency requirements
- Monitor project schedule, provide weekly updates
- Perform all fiduciary and insurance responsibilities
- Conduct records retention and management

POST CONSTRUCTION PHASE SERVICES:

- Provide all closeout documents
- Coordinate final acceptance of the project.

IV. *Construction Inspection*

Firms will be required to meet or exceed the scope of service below, but may not be limited to:

1) Maintain a presence on the project during times when contractor activities are underway and be on-site at all times during construction activities of the project requiring certification to be able to certify, on completion of the project, that the project was built as designed.

2) Check that the contractor is in compliance with all construction contract requirements, County permits, and ordinances; property rights agreements; erosion and sediment control and stormwater management plans; state permits, regulations and statutes; and federal regulations and statutes; and exercise the engineer's authority as provided in the contract documents and report immediately any deviations to Hidalgo County and Construction Manager (CM).

3) Inspect and approve material sources and waste, borrow and staging areas.

4) Track utility relocations and plot final facility locations on the final as-built plans (if any).

5) Erosion control monitoring in accordance with applicable permits.

6) Review and verify traffic control activities to include inspection of barricades and traffic control devices.

7) Develop final as-built plans by marking up a set of contract plans.

8) Check that completed work complies with the plans and specifications and is true to line and grade.

9) Organize an inspection of work completed at such time as the contractor may claim substantial completion, with a contractor's representative, Design Engineer, State, Federal & Local representatives, and issue a list of items to be corrected or completed.

10) The Consultant field personnel will be expected to wear personal protective equipment, including appropriate headgear, footwear, and reflectorized vest when on the project site.

11) The Consultant will be expected to provide and have on the project all necessary equipment, tools, and supplies needed to carry out the required duties.

V. *Materials Testing*

The Consultant will perform all field sampling and Acceptance/Verification Testing of materials in accordance with TxDOT's Quality Assurance Program, if necessary by subcontracting qualified materials testing laboratory.

Firms will be required to meet or exceed the scope of service below, but may not be limited to:

Construction Materials Testing:

a) Plan review
b) Pier inspection
c) Soils testing
d) Concrete sample and testing
e) Hot Mix
f) Pre-cast concrete observations
g) Structural steel inspection
h) Reinforcing steel inspection
i) Masonry inspections
j) Other construction material testing

Additionally, this section should include, but not be restricted to, the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. A copy of current license certification with the state seal.
2. History of engineering certification from the State Board of Engineers.
3. List of projects related to the subject areas within the past year.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING 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.

PART III - SELECTION / EVALUATION

METHOD OF SELECTION:

The selection/evaluation process shall be in accordance with the processes and procedures found in the *Hidalgo County Procedures for Selecting and Contracting with Professional Service Providers for Federal Road Projects* ("Procedures"), specifically, section 6 as follows: (*See* **Exhibit "J"** attached to this RFQ).

The evaluation / grading / scoring committee will be comprised of at least one (1) licensed engineer on staff with Hidalgo County Drainage District No. 1. The licensed engineer will assist the county in preparing a clear, accurate, and detailed scope of work as well as the evaluation criteria. The designated engineer will be named in writing by the HCDD, with approval and acceptance of named engineer by the county, at the onset of the project and will serve as a consultant throughout the life of the project. The designated engineer will also serve as the Evaluation Committee Liaison and will coordinate the grading/evaluating/scoring schedule as well as determine if interviews of respondents will be required. The remaining members of the Evaluation Committee will be comprised of two representatives appointed by project precinct Commissioner. Statement of Qualifications (SOQ) will be reviewed and scored based on the established evaluation factors as stated in the request for qualifications and scoring system. The provider will not be awarded a contract based on competitive bids. Qualifications will be ranked based on the scoring system provided in the request for qualifications. The ranking criteria at a minimum should be based on:

- 40 – Points – Project understanding and approach including quality control procedures
- 30 – Points – The project managers' and project teams' qualification and experience
- 20 – Points – Staff capabilities and workload capacity
- 10 – Points – DBE Participation

•The evaluation committee will select the top five (5) firms based on qualifications and may request submission of supplemental information or may request the top five (5) firms make a formal presentation before the evaluation committee;
•In the instances where only two (2) qualified consultants respond to the solicitation, the County will proceed according to the rules and regulations of 23 CFR 172.;
•Should the evaluation committee request formal presentations, the Evaluation Committee Liaison will prepare a list of questions to be asked during presentations and will provide respondent with the appointment schedule for interviews;
•Each respondent will be allotted equal time and each appointed evaluator must be in attendance at each interview;
•The evaluation committee will then select the top three (3) qualified firms and issue a notification to proceed to Request for Proposals (RFP).

SELECTION/EVALUATION PROCESS:
The ranking criteria at a minimum should be based on:

Criteria	Maximum Points
1) Project understanding and approach including quality control procedures	40
2) The project managers' and project teams' qualification and experience	30
3) Staff capabilities and workload capacity	20
4) DBE Participation	10
TOTAL	100

1) **PROJECT UNDERSTANDING AND APPROACH INCLUDING QUALITY CONTROL PROCEDURE (*40* POINTS):**
Respondent should demonstrate an understanding of the scope of services, project needs and the work required. Qualifications should reflect the prospective firm's understanding of the project involved and the approach for implementation and the successful completion of deliverables. Respondent should address appropriate Federal/State/Local regulations and policies. Respondent should describe its approach to the methodology and management applicable to the scope of services for the project and detail Respondent's quality control procedure with regard to the same.

2) **PROJECT MANAGERS' AND PROJECT TEAMS' QUALIFICATION AND EXPERIENCE (*30* POINTS):**
Past experience with public construction management, construction projects, state and/or federally funded public works construction projects, public transportation projects, and administration of Federal Funded projects of similar size and scope.

Performance regarding the success and capabilities of the firm's past services will be assessed. Performance may include completing project activities on schedule, completing work within a budget, and quality of work similar to that proposed. The selected firm will be required to show proof of professional liability insurance coverage.

3) **STAFF CAPABILITIES AND WORKLOAD CAPACITY (*20* POINTS):**
Capacity will be evaluated in the terms of numbers and type of staff to be assigned tasks, staff experience, and staff time availability. The prospective firm shall supply a list of staff personnel, including subcontractors, to be utilized in carrying out the contract and résumé on each individual expected to be assigned to the project. A Professional Engineer is required to participate as a lead manager on the project.

4) **DBE PARTICIPATION (*10* POINTS):**
Contractors/respondents are required to comply with the TxDOT Disadvantaged Business Enterprise (DBE) Program. Consultants and Sub-consultants proposal to meet DBE goal.

EVALUATION AND BASIS FOR AWARD
One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.

CONTRACT AWARD
Hidalgo County reserves the right to negotiate with any and all engineering service firms that submit qualifications, per the Texas Professional Services Procurement Act, as amended, and the Office of Management and Budget Circular No. A-102. Responding architectural/engineering service firms will be notified if an oral presentation is necessary. The Texas Department of Transportation, (TxDOT) representative may participate in a review of procedures during the selection and negotiation process to assure that process meets all applicable guidelines for future TxDOT reimbursement. The contract

will be awarded to the most highly qualified firm. A written award (or acceptance of qualifications) which is mailed, telegraphed, or otherwise furnished to the successful proposer within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party. The engagement process is summarized as follows:

a) Requests for qualifications (RFQs) will be published as legal notices on the Hidalgo County's website, and a newspaper of general circulation for a minimum of two (2) consecutive weeks as referenced in section two (2) of the Procedures.

b) Hidalgo County will open submissions and an evaluation team comprised of one licensed engineer on staff with Hidalgo County Drainage District No.1 and two (2) representatives with experience in this area appointed by project precinct commissioner will review and score the Statements of Qualifications.

c) The evaluation team will score/rank qualifications according to the qualification rating sheet criteria. A request for proposal (RFP) is then issued to the top three (3) qualified firms. The final score/grade of the RFP by the evaluation committee will be presented by the Purchasing Department to the Commissioners' Court for ranking.

d) Commissioners' Court will instruct the Purchasing Agent or her designee to begin negotiations with the highest scoring firm and authorize him/her to execute an agreement following successful negotiation. Proposing firms may be required to attend Commissions' Court. TxDOT will review the professional fees, hours and scope before the contract is executed.

e) Following successful negotiations and concurrence by TxDOT and Commissioners' Court, the agreement will be executed and documents will be exchanged. If the negotiations with the highest scoring firm are not successful, the Purchasing Agent will conclude negotiations with that firm and contact the next highest scoring firm and begin negotiations with the next firm.

f) Hidalgo County will ensure that a qualified consultant is obtained through an equitable selection process and the prescribed work is properly accomplished in a timely manner at a reasonable cost. We are an Affirmative Action/Equal Opportunity Employer and reserve the right to reject any and all qualifications, extend the RFQ/RFP deadline, and/or waive formalities in our selection.

** NOTE: THIS SECTION MUST BE COMPLETED AND RETURNED WITH THE OFFER **

Disadvantaged Business Enterprise (DBE) Goals

The offeror represents as part of its offer that it (Mark one with an "X"):

☐ is ☐ is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans, women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

It is the policy of the Authority and the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as pursuant to 49 Code of Federal Regulations (CFR) Part 26, are provided a level playing field, thus fostering an equal opportunity for them to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this solicitation. In this regard, all offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have a level playing field and an opportunity to compete for and perform contracts. The County and all offerors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts or subcontracts.

In accordance with TxDOT's DBE Policy, the County has established a goal for DBE participation in this solicitation. The offeror will be expected to meet or exceed, and/or demonstrate its good faith efforts to meet the goal. This goal, expressed as a percentage of the total contract price, including any increases that may occur, is:

9 % DBE Participation

Note: N/A denotes not applicable to this procurement.

Offerors should undertake necessary steps to plan and adequately provide for compliance with the stated DBE utilization goal well in advance of the date specified for receipt of qualifications.

Offerors are advised that the issue of whether or not the offeror has met or exceeded the established goal, or demonstrated sufficient good faith efforts, is considered by the County and TxDOT a matter of the offeror's responsibility. County will only award contracts to offerors determined to be responsible.

** CHILD SUPPORT FORM **

** NOTE: THIS SECTION MUST BE COMPLETED AND RETURNED WITH THE OFFER **

State of Texas Child Support Business Ownership Form

COUNTY: _____ **PROJECT NUMBER:** _____

Project Name: ***"Professional Engineering Services for Inspection, Material Testing and Construction Management for The Mile 3N Road Project (From FM 492 (Goodwin Rd) to Tom Gill Rd) in Hidalgo County Precinct No. 3"***

Business Entity Submitting Qualifications: _____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the name and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the name and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by **Hidalgo County** with few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ _____

Signature Date

_____

Printed Name

***IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.**

EXHIBIT "B"
EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICAITONS

"Professional Engineering Services for Inspection, Material Testing, and Construction Management for - The Mile 3N Road Project FM 492 (Goodwin Rd) to Tom Gill Rd) in Hidalgo County Precinct No. 3"

RFQ No. 2020-164-08-19-RFV

EVALUATION CRITERIA

"Professional Engineering Services for Inspection, Material Testing and Construction Management for The Mile 3N Road Project (From FM 492 (Goodwin Rd) to Tom Gill Rd) in Hidalgo County Precinct No. 3"

RFQ No. 2020-164-08-19-RFV

SELECTION/EVALUATION PROCESS:

The ranking criteria at a minimum should be based on:

Criteria	Maximum Points
1) Project understanding and approach including quality control procedures	40
2) The project managers' and project teams' qualification and experience	30
3) Staff capabilities and workload capacity	20
4) DBE Participation	10
TOTAL	100

1) **PROJECT UNDERSTANDING AND APPROACH INCLUDING QUALITY CONTROL PROCEDURE (*40* POINTS):**

Respondent should demonstrate an understanding of the scope of services, project needs and the work required. Qualifications should reflect the prospective firm's understanding of the project involved and the approach for implementation and the successful completion of deliverables. Respondent should address appropriate Federal/State/Local regulations and policies. Respondent should describe its approach to the methodology and management applicable to the scope of services for the project and detail Respondent's quality control procedure with regard to the same.

2) **PROJECT MANAGERS' AND PROJECT TEAMS' QUALIFICATION AND EXPERIENCE (*30* POINTS):**

Past experience with public construction management, construction projects, state and/or federally funded public works construction projects, public transportation projects, and administration of Federal Funded projects of similar size and scope.

Performance regarding the success and capabilities of the firm's past services will be assessed. Performance may include completing project activities on schedule, completing work within a budget, and quality of work similar to that proposed. The selected firm will be required to show proof of professional liability insurance coverage.

3) **STAFF CAPABILITIES AND WORKLOAD CAPACITY (*20* POINTS):**

Capacity will be evaluated in the terms of numbers and type of staff to be assigned tasks, staff experience, and staff time availability. The prospective firm shall supply a list of staff personnel, including subcontractors, to be utilized in carrying out the contract and résumé on each individual expected to be assigned to the project. A Professional Engineer is required to participate as a lead manager on the project.

4) **DBE PARTICIPATION (*10* POINTS):**

Contractors/respondents are required to comply with the TxDOT Disadvantaged Business Enterprise (DBE) Program. Consultants and Sub-consultants proposal to meet DBE goal.

EVALUATION CRITERIA

"Professional Engineering Services for Inspection, Material Testing and Construction Management for The Mile 3N Road Project (From FM 492 (Goodwin Rd) to Tom Gill Rd) in Hidalgo County Precinct No. 3"

RFQ No. 2020-164-08-19-RFV

1. Project understanding and approach including quality control procedures (40 pts maximum) ➢ Respondent should demonstrate an understanding of the scope of services, project needs and the work required. Qualifications should reflect the prospective firm's understanding of the project involved and the approach for implementation and the successful completion of deliverables. Respondent should address appropriate Federal/State/Local regulations and policies. Respondent should describe its approach to the methodology and management applicable to the scope of services for the project and detail Respondent's quality control procedure.	40	
Comments/Rationale For Points:		**TOTAL**
2. The Project Managers' and Project Team's Qualification and Experience(30 pts maximum) ➢ Past experience with public construction management, construction projects, state and/or federally funded public works construction projects, public transportation projects and administration of Federally Funded projects of similar size and scope. ➢ Performance regarding the success and capabilities of the firm's past services will be assessed. Performance may include completing project activities on schedule, completing work within a budget and quality of work similar to that proposed. The selected firm will be required to show proof of professional liability insurance coverage.	30	
Comments/Rationale For Points:		**TOTAL**
3. Staff Capabilities and Workload Capacity (20 pts maximum) ➢ Firm's capacity in the terms of numbers and type of staff assigned tasks, staff experience, and staff time availability. ➢ Was list of staff personnel (including subcontractors) to be utilized in carrying out the contract provided? ➢ Was résumé provided for each individual to be assigned to the project? ➢ Is lead manager assigned to project a registered Licensed Professional Engineer? (Required)	20	
Comments/Rationale For Points:		**TOTAL**
4. DBE Participation (10 pts maximum) ➢ Contractors/Respondents are required to comply with the TxDOT Disadvantaged Business Enterprise (DBE) Program	10	
Comments/Rationale For Points:		**TOTAL**
	Total Score	

Firm/Participant's Name:_____

Evaluator Name: _____ Evaluator Signature:_____

Department: _____ Date:_____

ATTACHMENT "B"

PROCUREMENT FORM - AREAS OF SPECIALIZATION

HIDALGO COUNTY

"PROFESSIONAL ENGINEERING SERVICES FOR INSPECTION, MATERIAL TESTING AND CONSTRUCTION MANAGEMENT FOR THE MILE 3N ROAD PROJECT (FROM FM 492 (GOODWIN RD) TO TOM GILL RD) IN HIDALGO COUNTY PRECINCT NO. 3"

RFQ NO: 2020-164-08-19-RFV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Engineers/Architect's Registration No.:	_____

Area of Specialization:

	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

References List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Type Name: _____

EXHIBIT "C"

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

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.

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

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

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

COVERAGES

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

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

SAMPLE

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

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

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

Insurance Requirement Acknowledgment

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

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

" will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

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

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Proposer:

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

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

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required 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 doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT "E"

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

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

dba Name:

Legal Name:

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

Physical Address:

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

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

E-Mail Address:

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

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

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

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

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

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

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

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

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

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

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

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

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

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

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

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

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

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

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

EXHIBIT "F"

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 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 transaction terminated for cause or default.

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

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

(THIS PAGE MUST BE SUBMITTED WITH PACKET)

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT "H"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR "PROFESSIONAL SERVICES"

The 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 another 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 another 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__

EXHIBIT "I"

COUNTY OF HIDALGO
PURCHASING DEPARTMENT

GOVERNMENT CODE CHAPTER 2252, SUBCHAPTER F CERTIFICATION

On this day, I, _____, the Purchasing Representative for the County of Hidalgo, Texas, pursuant to Texas Government Code, Chapter 2252, Subchapter F, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Texas Government Code (including but not limited to Chapter 2270 and Section 2252.153) and I have ascertained that the below-named company is not contained in said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

COMPANY NAME:

_____
RFB, RFP, RFQ, RFSQ, Contract or Extension No.
(or) Vendor number (maybe modified accordingly)

CERTIFICATION CHECK PERFORMED BY:

_____ _____
Purchasing Representative Date

EXHIBIT "J"

HIDALGO COUNTY
PROCEDURES FOR SELECTING AND CONTRACTING WITH PROFESSIONAL SERVICE PROVIDERS FOR FEDERAL ROAD PROJECT

Hidalgo County has used 23 CFR 172 (Code of Federal Regulations) in conjunction with the Texas Administrative Code (TAC) in the preparation of these procurement procedures for professional services. 23 CFR 172.5(c) states that the contracting agency (LG) shall prepare and maintain written policies and procedures for the procurement, management, and administration of engineering and design related consultant services. These policies and procedures, including all revisions, must be reviewed and approved by TxDOT for compliance with applicable requirements.

In accordance with 23CFR 172.5(c), the following items must be included in the policies and procedures to ensure compliance with Federal and State laws and regulations:

1. **Preparing a scope of work and evaluation factors for the ranking/selection of a consultant;**
   The County, with assistance provided by a licensed engineer on staff with the Hidalgo County Drainage District No. 1, will prepare a clear, accurate, and detailed scope of work and evaluation factors defined in the Request for Qualifications (RFQ) and 23 CFR 172.7.a.1.ii.C for qualification based selection procurement per 23 CFR 172, 172.7.a.1.ii.A. The scope of services will communicate exactly what the county wants to accomplish and the instructions for completing the work in an exact measurable manner by the identified deadlines. The scope will include;

   a. What work will be done;
   b. Who will do the work;
   c. When the work will be done;
   d. Where the work will be done; and
   e. How the work will be done.

   The scope of services will be drafted specifically for the project intended and will be tailored to promote timely delivery of services, efficient management of the contract, resourceful use of funds, and a professional rapport with the respondent to foresee and avoid potential disputes.

   The RFQ/RFP, as well as any forms or referenced exhibits, will be submitted to TxDOT for approval prior to advertising. If additional scope of work is added or modified (not in the original RFQ), the County will verify and check for compliance with the procurement procedures under the Brooks Act (qualification based selection). The County will submit changes and/or modifications to TxDOT for approval and concurrence prior to revising the original scope per 23 CFR 172.9.e.

2. **Soliciting interest, qualifications, or proposals from prospective consultants;**
   Hidalgo County will place a notice seeking Statement of Qualifications from professional engineering firms in one newspaper for a minimum of two (2) consecutive weeks. The notice will also be posted on the County's website to allow a fair opportunity for in-state and out-of-state consultants to submit a packet on the project. Procurement procedure will be a multiphase process with the issuance of a request for statements or letters of interest

or qualifications (RFQ) whereby prospective respondents are ranked solely based on qualifications and the ability of the firm to perform the work in a competent and responsible manner. A request for proposal (RFP) is then issued to a minimum of three of the most highly qualified firms. The County shall then rank the firms based on demonstrated competence and qualifications in accordance with the established/advertised criteria in the RFP.

Prior to distribution, the RFP packet will be submitted to TxDOT for approval and concurrence. If additional scope of work is added or modified (not in the original RFP), the County will verify and check for compliance with the procurement procedures under the Books Act (qualification based selection). The County will submit changes and/or modifications to TxDOT for approval and concurrence prior to revising the original scope.

The notice period will be a minimum of 21 days and will include;

a. County website with the location of the source where RFQ packet may be obtained;
b. RFQ number;
c. Type of contract;
d. General description of the project and work to be done;
e. The due date for providers to send qualifications; and
f. Name, address, phone and fax numbers, and email address of the contact person.

The assigned buyer for the Purchasing Department will be the single point of contact throughout the procurement process. Once the process is complete, and a contract is secured, approved, executed, and available for reference and viewing, the designated RPIC (Responsible Person in Charge) will be the point of contact through the completion and closeout of the project.

Approval and concurrence by TxDOT is required prior to the finalization of the contract.

3. **Preventing, identifying and mitigating conflicts of interest for employees of both the contracting agency and consultants and promptly disclosing in writing any potential conflict to the STA and FHWA, as specified in 2 CFR 200.112 and 23 CFR 1.33, and the provisions of 23 CFR 172.7.b.4;**

As per Texas Local Government Code, consultants will be required to disclose in the "Conflict of Interest Questionnaire (CIQ), attached as an exhibit included in the RFQ, items that might cause a conflict of interest with the County. The County will disclose in writing any potential conflict of interest to TxDOT in accordance with 2 CFR 200.112. All communications by the respondent to the County, its officials, and department heads regarding the procurement shall be done through the Hidalgo County Purchasing Department in coordination with the designated Responsible Person in Charge (RPIC). It is the policy of Hidalgo County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County to perform procurement services. Commission and County employees will conduct themselves in such a manner as to foster public confidence in the integrity of the County in order to guard against any misappropriation of assets and to ensure fairness and transparency and to protect against fraud, waste, and abuse of taxpayer resources.

•23 CFR 1.33 rules specifically prohibit all proposers, developers, consultants, and sub-consultants as well as their affiliates from offering, giving, or agreeing to give a "gift or benefit" to a member of the Commission, elected official, former elected official or to any County employee or former County employee who has any involvement in the procurement or the administration of the project.

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

•County employees who participate in the procurement, management, or administration of Federal Aid Highway Program (FAHP) funded contracts or subcontracts shall not have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract, or any financial or other personal interest in any real property acquired for the project, as specified in 23 CFR 1.33. It shall be a breach of ethics to attempt to realize personal gain through public employment with Hidalgo County by any conduct inconsistent with the proper discharge of the employee's duties.

•No official or employee of the County who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract as specified in 23 CFR 1.33.

•No engineer, attorney, appraiser, inspector or other person performing services for the County in connection with a project shall have, directly or indirectly, a financial or other personal interest other than his employment or retention by the County in any contract or subcontract in connection with such project as specified in 23 CFR 1.33.

•To mitigate the potential conflict of interest for County employees, employees who participate in the procurement, management, or administration of FAHP funded contracts or subcontracts will execute a purchasing inner-office No Conflict Disclosure Form that will be made a part of the permanent procurement file.

•In accordance with 2 CFR 200.319a, and to mitigate potential conflict of interest, ensure objective contractor performance, and eliminate unfair competitive advantage, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e....subsequent construction engineering/management and/or inspection/testing) for all other phases of the project.

•To comply with Texas Government Code Section §2252.908 and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46..3 and 46.5 of the Texas Administrative Code, the awarded firm(s) must complete and file Form HB1295 - Certificate of Interested Parties with the Texas Ethics Committee. The County cannot enter into a contract until the Form HB1295 has been executed and filed with the Texas Ethics Commission.

A participant who becomes aware of facts that require the conflict of interest (CIQ) form to be filed must do so with the Hidalgo County Clerk's Office within seven (7) days after becoming aware of the necessity to file the form. Failure to comply may result in the termination of services.

No public official shall have an interest in a contract awarded hereunder except in accordance with Texas Local Government Code Chapter 171.

All exhibits and forms are part of the complete RFQ/RFP and will be submitted to TxDOT for review, approval, and concurrence prior to issuance of project packets. Any change or modification of exhibits will be submitted to TxDOT for review and concurrence prior to change or modification.

4. **Verifying suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CRF part 180;**
Contractors and their principals (i.e. sub-contractors, material suppliers, vendors etc..) are not allowed to participate in Federally Funded projects if they are presently suspended or debarred or have been convicted within the past three (3) years of certain types of offenses or had a civil judgement rendered within the past three (3) years for certain types of offenses. In accordance with 2 CFR 1200 and 2 CFR part 180; the County will verify the suspension and debarment actions and eligibility of consultants by;
   a. Including a Certification Regarding Debarment, Suspension, and Ineligibility Form as an exhibit included in the RFQ/RFP acknowledging that contractor or vendor is free from suspension or debarment pursuant to Federal Regulation 45 CFR Part 76.;
   b. Require each respondent submit a copy of their status with SAM.gov, if not a current member, they must register and submit a copy of the registration form with their submittal; and
   c. Designated buyer will verify through a search for contractor status at System for Award Management and attach a printed copy of search results.

As an exhibit in the RFQ/RFP packet, the Certification Regarding Debarment, Suspension, and Ineligibility Form will be submitted to TxDOT for review and approval prior to the release of RFQ/RFP.

The Federal and State programs for Disadvantaged Business Enterprises (DBE), Historically Underutilized Business (HUB), and Small Business Enterprises (SBE) have been developed to encourage participation in the construction industry by a wide variety of contractors and therefore expand diversity in the industry. Hidalgo County adopted TxDOT's DBE Program by signing a Memorandum of Understanding (MOU) on July 24, 2014. The DBE Program as authorized by 49 CFR, Part 26 ensures nondiscrimination in the award and administration of United States Department of Transportation contracts.

Contractors/respondents are required to comply with the TxDOT DBE Program.

DBE goals submitted by the apparent low bidder will be submitted to TxDOT for review of contractor compliance, approval, and concurrence.

5. **Preparing an independent agency estimate for use in negotiation with the selected consultant per 23 CFR 172.7.a.1.v;**
   Prior to receipt or review of the most highly qualified consultant's cost proposal, the County, with the assistance of the designated licensed engineer, will prepare a detailed independent estimate based on realistic date. The estimate will include;
   a. An appropriate breakdown of the work or labor hours;
   b. Types or classifications of labor required; and
   c. Other direct costs and consultant's fixed fee for the defined scope of work.

   The independent estimate will serve as the basis for negotiation of a contract with the highest qualified firm. Hidalgo County will retain documentation of negotiation activities and resources used in the analysis of fair and reasonable costs in accordance with federal cost principles. The documentation shall include the original cost proposal, subsequent submittals, final cost proposal, pre-negotiation audit, audit reports, and responses to the pre-negotiation audit.
   The independent agency estimate will be submitted to TxDOT for approval and concurrence prior to bid opening.

6. **Evaluating interest, qualifications, or proposals and the ranking/selection of a consultant per 23 CFR 172.7.a.1.iii-iv;**
   The evaluation/grading/scoring committee will be comprised of at least one (1) licensed engineer on staff with Hidalgo County Drainage District № 1. The licensed engineer will assist the county in preparing a clear, accurate, and detailed scope of work as well as the evaluation criteria. The designated engineer will be named in writing by the HCDD, with approval and acceptance of named engineer by the county, at the onset of the project and will serve as a consultant throughout the life of the project. The designated engineer will also serve as the Evaluation Committee Liaison and will coordinate the grading/evaluating/scoring schedule as well as determine if interviews of respondents will be required. The remaining members of the Evaluation Committee will be comprised of two representatives appointed by project precinct Commissioner. Request for Qualifications (RFQ) will be reviewed and scored based on the established evaluation factors as stated in the request for qualifications and scoring system. The provider will not be awarded a contract based on competitive bids. Qualifications will be ranked based on the scoring system provided in the request for qualifications. The ranking criteria at a minimum should be based on:
   - 40 - Points - Project understanding and approach including quality control procedures
   - 30 - Points - The project managers' and project teams' qualification and experience
   - 20 - Points - Staff capabilities and workload capacity
   - 10 - Points - DBE Participation

   • The evaluation committee will select the top five (5) firms based on qualifications and may request submission of supplemental information or may request the top five (5) firms make a formal presentation before the evaluation committee;
   • In the instances where only two (2) qualified consultants respond to the solicitation, the

County will proceed according to the rules and regulations of 23 CFR 172.;
•Should the evaluation committee request formal presentations, the Evaluation Committee Liaison will prepare a list of questions and provide a copy to each respondent with the appointment schedule for interviews;
•Each respondent will be allotted equal time and each appointed evaluator must be in attendance at each interview;
•The evaluation committee will then select the top three (3) qualified firms and issue a notification to proceed to Request for Proposals (RFP); and
•The final score/grade of the RFP by the evaluation committee will be presented by the Purchasing Department to the Commissioners' Court for ranking and approval to begin negotiations with the highest ranked respondent.

Evaluations/scores/grades/ranking documents will be submitted to TxDOT for approval and concurrence prior to action by the Commissioners' Court. TxDOT will review the contract and approve the fees for the contract before negotiations are finalized with the highest ranked firm.

7. **Determining based on State procedures and the size and complexity of a project, the need for additional discussions following RFQ/RFP submission and evaluation;**
All questions (RFI - Request for Information) from a respondent prior to submittal of packet regarding clarification of the technical approach, qualifications, and capabilities provided in the response to the RFQ/RFP will be addressed by the county in conjunction with the designated evaluation committee. Questions may be submitted via fax or email to the Hidalgo County Purchasing Department, attention Designated Buyer. The designated buyer will vary amongst the Hidalgo County staff of buyers for each individual project. The contact information, as well as the fax number and buyer email address, will be noted in the RFQ/RFP packet.

RFQ – Inquiries Prior to Submittal of Packet:
The deadline for questions prior to submittal of the packet, as well as responses, will be provided in the RFQ and the RFP. All RFI's must be submitted in writing on or before the date of the deadline listed in the RFQ. Responses to RFI's for the Request for Qualifications (RFQ) will be distributed to the project participation list by the deadline date indicated in the packet. Prior to distribution of RFI responses, the county will forward the questions and answers to TxDOT for approval and concurrence.

RFP – Inquiries Prior to Submittal of Packet:
Participants, who are qualified to move on to the RFP, will adhere to the deadline for RFI's and responses provided in the RFP packet. Responses to RFI's for the Request for Proposals (RFP) will be provided to the group qualified to submit proposals. Prior to distribution of RFI's and responses, the county will forward the questions and answers to TxDOT for approval and concurrence.

RFP – Inquiries/Concerns Post Submission/Evaluation of Packet by Respondent:
Respondents will be allowed seven (7) working days from the RFP opening date to submit in writing questions or concerns to the County in regard to the project. The county will respond to inquiries in writing within three (3) working days. A copy of all of the questions received as well as the responses to inquiries will be sent to all parties who have received a

Request for Proposal packet. Prior to distribution of RFI's and responses, the county will forward the inquiries and responses to TxDOT for approval and concurrence.

RFP - Additional Information or Clarification Post Submission/Evaluation of Packet by County:
Should the evaluation committee require additional information from submitters, the Evaluation Committee Liaison will prepare a list of items requiring clarification and distribute to all parties who received the RFP packet. The committee liaison will then schedule a conference with all parties for discussion/resolution of clarifications. Prior to distribution of additional information or clarifications, the county will forward the additional information/clarification request as well as the validated responses to TxDOT for approval and concurrence.

8. **Selecting the appropriate contract type, payment method, and terms and incorporating required contract provision, assurances, and certification in accordance with 23 CFR §172.9;**
Unless otherwise specified, the contract will be project specific and will address the following requirements;
   a. Specify a reasonable maximum length of contract period, including the number and period of any allowable contract extensions, which shall not exceed five (5) years; and
   b. Specify a maximum total contract dollar amount that may be awarded under the contract.

The contract award will be in effect until the contract expires, delivery and acceptance of products, or terminated by County with thirty (30) days written notice prior to cancellation.

On contracts exceeding $400,000.00, the county may retain five percent (5%) of the contract price. The county may continue to retain the amount until the entire project has been completed and accepted or release the retained amount at any time before the project is completed. Retainage for each project will be indicated in the RFQ. The county will insert in the contract a clause that requires the contractor to pay each subcontractor no later than ten (10) days after receipt of payment from the county the amount to which the subcontractor is entitled. The contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner. The contractor must submit written evidence that all subcontractors have been paid for work completed within ten (10) days of receipt of payment from the county. All payments must meet prompt payment requirements, as specified in 49 CFR 26.29. The county will ensure compliance with retainage requirements by legal means under Local, State, & Federal laws.

The county will submit a draft of the contract to TxDOT for approval of the contract and verification of said clause.

Payment Method
Unless otherwise specified, the county shall pay a negotiated lump sum fee at the hourly labor rates and non-labor rates specified in the contract negotiation. An exhibit detailing the contract rates will be attached to the contract document. Payments for services rendered

will be made while work is in progress as executed through a lump sum fee assigned to each work authorization. Work authorizations will be submitted with a monthly progress report in sufficient detail to support the progress of the work and in support of the request for payment. The RPIC will review each request for payment and the invoice will be submitted to the purchasing department for placement on the next available commissioner's court meeting for approval.

The county will ensure that all contracts include required provisions by referencing or physical incorporation as applicable. The following provisions as per 172.9.a.3.c.i are:

- **Administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and provide for such sanctions and penalties as may be appropriate;**
- **Notice of contracting agency requirements and regulations pertaining to reporting;**
- **Requirements and regulations pertaining to copyrights and rights of data;**
- **Access by government entities to all documents related to the project for the purpose of making audit, examination, excerpts, and transcriptions;**
- **Retention of all records requirements;**
- **Standard DOT Title VI Assurance (DOT Order 1050.2);**
- **Disadvantage Business Enterprise (DBE) assurance as specified in 49 CFR 26.13**
- **Prompt pay requirements as specified in 49 CFR 26.29 and in accordance with the MOU DBE program;**
- **Determination of allowable costs in accordance with federal cost principles;**
- **Requirements of Consultant's errors and omissions;**
- **Requirements of pertaining to conflict of interest as specified in the 23 CFR 1.33;**
- **Termination for cause and termination for convenience by the contracting agency;**

All contract/payment/work authorizations, as well as exhibits to the contract, will be sent to TxDOT for review/approval/concurrence prior to execution of the contract.

9. **Negotiating a contract with the selected consultant including instructions for proper disposal of concealed cost proposals of unsuccessful bidders;**
The County will conduct the process of negotiation in compliance with the requirements of 40 U.S.C. 1104 (b) and 23 CFR 172.7.a.1.v for the order of negotiations.

•The evaluation committee will select the top three (3) highest qualified firms (documentation will be submitted to TxDOT for approval and concurrence prior to presentation to Commissioners' Court);
•A grid of the scores/grades will be presented to the Commissioners' Court for approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm (scoring/grading documents will be submitted to TxDOT for approval and concurrence prior to beginning negotiations);
•A cost proposal from that firm will be requested at the time of negotiating the fees;
•The Purchasing Department will begin a fee negotiation phase with the most qualified

firm;

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

•The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court for consideration and approval.

TxDOT will review the contract and the negotiated fees before execution of the contract.

Any concealed cost proposals submitted with the RFP will not be opened. A cost proposal for a selected consultant may be considered when the negotiations are initiated. Any concealed cost proposal from unsuccessful consultants will be filed unopened in project records.

10. **Establishing elements of contract costs, accepting indirect cost rates for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with §172.11;**
Hidalgo County shall establish the elements of contract costs as per 23 CFR 172.11.b.1-4. Consultants are required to comply with Federal Cost principles in accordance with 23 CFR 172.11 and 23 CFR 172.9.c.1.ix. Hidalgo County shall receive a certificate of final indirect costs and shall establish elements of costs such as those specified in 23 CFR 172.11.b.1.

11. **Ensuring consultant costs billed are allowable in accordance with the Federal cost principles as contained in 48 CFR part 31 and consistent with the contract terms as well as the acceptability and progress of the consultants' work per 23 CFR 172.9(d) and 23 CFR 172.11**
Payment will be made while work is in progress as executed through a lump sum fee assigned to each work authorization. Payment of the lump sum fee for each work authorization identified in the request for payment will be in proportion to the percent completion of the work tasks identified in work authorization together with a detailed breakdown of the amount and the sum of all prior payments. Progress reports shall also be included in each invoice. The progress report shall describe the work performed during the period covered by the invoice. County will review each request for payment and verify that costs are consistent with the cost rates exhibit in the contract and submit to the auditor's office.

12. **Monitoring the consultants' work and compliance with the terms, conditions, and specification of the contract;**
The designated Responsible Person in Charge for the county will monitor the contract by;
a. attending progress meetings;
b. be familiar with the qualifications and responsibilities of the consultant's staff;
c. announced and unannounced visits to the site and the offices of contractor;
d. be aware of day to day operations as they relate to the construction contract;
e. be involved in decisions leading to change orders or supplemental agreements;
f. verify work is complete, accurate and consistent with the contract;
g. review and verify that costs billed are consistent with the acceptability and progress of contractors work; and
h. prepare a final evaluation report for contractor performance.

The RPIC will review and verify the work associated with monthly billing invoice and will notify the purchasing department. The purchasing office prepares an agenda on the next available Commissioners' Court agenda seeking approval of payment. The invoice and activity documentation is forwarded to the Auditor's Office for payment and the Department of Budget & Management for review and completion of reimbursement request from TxDOT per 23 CFR 172.9.d and 172.11.

A copy of all documents pertaining to monitoring of the contract and verification of invoices will be submitted to TxDOT for review, approval, and/or file documentation.

13. **Preparing a consultants' performance evaluation when services are completed and using such performance data in future evaluation and ranking of a consultant to provide similar services;**
The County will prepare and conduct performance evaluations when the services are completed. These evaluations summarizing the consultants' performance shall include, but not be limited to;

    a. an assessment of the timely completion of work;
    b. adherence to contract scope and budget; and
    c. quality of the work conducted.

    The county will provide a copy of the performance evaluation report to the consultant. The contractor shall be allowed the opportunity to provide written comments on their performance evaluation report. The performance evaluations shall be archived by the Purchasing Department and made available to all procurement and precinct staff for future consideration of the consultant in other similar services per 23 CFR 172.9.d.2.

    Consultant Performance Evaluations will be submitted to TxDOT for review and monitoring.

14. **Closeout of contract;**
At the completion of the contract, the county will coordinate with consultants' project manager and TxDOT to ensure that the project scope has been completed according to the Advance Funding Agreement (AFA) and the contract and is acceptable to TxDOT. The AFA will contain project-specific information on the audit requirements. Any outstanding issues or disputes will be resolved prior to final payment. The county will provide TxDOT with all necessary project documentation for review. The Federal awarding agency or pass-through entity should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports per 2 CFR 200.343(g). Per 2 CFR 200.333, the county will ensure that all contract project files are complete and stored securely to protect the file of record until the legal document retention requirements are met. TxDOT district has the primary responsibility to fiscally close-out an AFA project. The district maintains cost data throughout the project and will determine the actual shared cost at the conclusion of the work.

15. **Retaining supporting programmatic and contract records, as specified in 2 CFR 200.333 and the requirements of this part;**
All supporting programmatic and contract records shall be retained in accordance with 2 CFR 200.333.

The county will retain all project records for no less than three (3) years after the final payment.

The records will be retained until all litigation, claims, or audit findings have been resolved and final action was taken.

The county shall provide accessibility to TxDOT and Federal Agencies for the purpose of audits and reviewing project records.

16. **Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;**
It is the County's policy to enforce its contracts with engineering, architectural, and surveying consultants to ensure the delivery of quality professional services, the prudent expenditure of public funds, and the preservation of business relationships.

County contracts for professional services include standard provisions that address the consultant's responsibility for error and omissions. Consultants are subject to these provisions before, during, and after the construction of a project, as well as before and after contract termination. When a dispute arises under one of those contracts regarding apparent errors or omissions in the work provided to the county, every effort will be made to resolve that dispute in a way ensuring that the public receives the services for which it has paid and that the consultant is treated with respect and fairness. When an apparent error or omission is identified in work provided by a consultant, the county will;

A. Notify the consultant of the problem; and
B. Involve the consultant in efforts to resolve the problem.

These efforts must include consideration of the totality of relevant facts, including the level of services provided, the consultant's overall performance, the cost to the County of the services provided and of the apparent error or omission, and the value of the services provided. If these efforts do not succeed, the consultant must be given an opportunity to raise the issue with Hidalgo County Commissioners Court and Hidalgo County Administration before any effort is made by the county to institute legal proceedings to collect damages. The consultant will be given an opportunity to submit a response before any final action is taken per 23 CFR 172.9.c.x.

17. **Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate;**
Consultants are subject to suspension and debarment actions as specified in 2 CFR part 1200 and 2 CFR part 180, potential cause of action under False Claims Act as specified in 32 US.C. 3729-3733, and prosecution for making a false statement as specified in 18 U.S.C. 1020.

Upon failure of the consultant to fulfill obligations set forth in the contract in a satisfactory manner as determined by the County and in the sole opinion of the County, the County will issue a written notice of such failure. The consultant will be allowed thirty (30) days

to correct such failure. If the consultant does not correct the failure within thirty (30) days, the County may take over the project and prosecute the work to completion. In such case, the consultant shall be liable to the County for any additional cost occasioned by the County.

Throughout the project, consultant agrees to maintain an insurance policy listing the County as an additional insured in the amounts required by County. Should the consultant fail to maintain an insurance policy in the minimum requirements identified by County the consultant will be considered to be in breach of contract.

18. **Resolution disputes in the procurement, management, and administration of engineering and design related consultant services;**
All disputes will be brought to the attention of the RPIC as they arise. The RPIC will gather appropriate documentation regarding the alleged dispute and will schedule a conference with all parties involved within seven (7) working days to implement corrective action. The RPIC will make every effort to resolve disputes/misinterpretations in a mutually beneficial agreement; however, if all parties cannot agree on corrective actions, the RPIC will notify the Evaluation Committee Liaison (project engineer on staff with HCID No. 1) and all documents pertaining to the dispute will be reviewed by the engineer/liaison. The liaison will submit in writing his opinion as to corrective action needed within five (5) working days. If these attempts to come to an agreement as to corrective action are not successful, the RPIC will then involve the Commission and legal counsel.

Hidalgo County, Texas
Ramon Garcia
By: _____
Date: 05/03/2018

Texas Department of Transportation
By: _____
Date: 01/10/2018

APPROVED BY
COMMISSIONERS' COURT
ON: 4/24/18

RFQ SUBMITTAL CHECKLIST

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"Professional Engineering Services for Inspection, Material Testing, and Construction Management for - The Mile 3N Road Project (From FM 492 (Goodwin Rd) to Tom Gill Rd) in Hidalgo County Precinct No. 3"

RFQ No: 2020-164-08-19-RFV

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

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

_____ Legal Notice (10 pages)

_____ Attachment "B" Procurement Form – Areas of Specialization

_____ Exhibit "C" - Insurance & Project Acknowledgement forms (pages 3&4)

_____ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" - Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" - Certification Regarding Debarment

_____ Exhibit "H" - Proposer's Affidavit

_____ Disadvantaged Business Enterprise (DBE) Goals

_____ Child Support Form

_____ SAMS.gov Registration - Acknowledgement www.sam.gov

_____ One (1) Original, (pages one sided-clearly marked original), Three (3) Copies and Two (2) CD's/USB's in PDF format (see number 2 of Legal Notice).

_____ _____

Signature Date