

Request for Qualifications (RFQ)
2024-001
Architectural Services
For Development of
Administrative Offices / Emergency Response Facility

Cameron County Drainage District No. 6 (CCDD6)

300 North Main

La Feria, Texas 78559



RELEASE DATE: AUGUST 7, 2024

DEADLINE FOR QUESTIONS: AUGUST 20, 2024

RESPONSE DEADLINE: AUGUST 30, 2024

RESPONSES MUST BE SUBMITTED BY HAND DELIVERY OR MAIL

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1. Introduction

1.1. Summary

Cameron County Drainage District No. 6 (CCDD6) is seeking to contract with a qualified Architectural Firm (individual/firm) to provide comprehensive services for the development of administrative offices and an emergency response facility in CCDD6. These architectural services will include preparing a master plan, all preliminary and final design plans and specifications, and overseeing project implementation. Generally, the selected architect will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation. The term of the contract will be one base year and four option years.

1.2. Contact Information and Questions

Cameron County Drainage District No. 6
300 North Main St.
La Feria, Texas 78559
Phone: (956) 797 2421

Please submit any questions in writing no later than August 20, 2024, to:

jjimenez@ccdd6.org

Any answers to questions shall be published in the district's website: ccdd6.org

1.3. Timeline

Release Project Date	August 7, 2024
Question Submission Deadline	August 20, 2024, at 5:00 pm
Proposal Submission Deadline	August 30, 2024, at 5:00 p.m

2. Legal Notices

2.1. Notice to Respondents

CCDD6 is soliciting sealed proposals from qualified vendors for Architectural Services for Development of Administrative Offices / Emergency Response Facility. Sealed proposals must be received at CCDD6's office no later than 5:00 p.m., Friday, August 30, 2024. All sealed proposals must be received at the designated location by the set deadline. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, the name of each respondent to the RFQ shall be read aloud in the CCDD6 office at 300 N. Main Street, La Feria, Texas 78559, at 5:00 pm, Friday August 30, 2024.

Please limit your response to this solicitation to no more than 20 pages.

Please submit 7 copies of your response to the address provided below.

CCDD6 reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the proposal deemed the most advantageous to CCDD6, and hold the proposal for a period of 90 days without taking action.

<<THIS SPACE INTENTIONALLY LEFT BLANK>>

3. Instructions, Terms and Conditions

3.1. General Instructions

3.1.1 Purpose

The purpose of this request for qualifications is to execute a Professional Services Contract for Architectural Services for Development of Administrative Offices / Emergency Response Facility.

3.1.2 Intent

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

3.1.3 Deviation From Specification

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted.

Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, and it should be attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

3.1.4 Submission of 'Hard Copy' RFQ

Hard Copies of the RFQ must be submitted in a sealed envelope by the vendor. Submit seven (7) complete sets of the response, one (1) original marked "ORIGINAL," and six (6) marked "COPIES." Each Response to RFQ must be completely filled out and submitted with all supporting documentation. A Response to RFQ submitted by facsimile (fax) will not be accepted. Submittal of a Response to RFQ constitutes an offer by the respondent. Once submitted, Responses to RFQs become the property of CCDD6 and as such CCDD6 reserves the right to use any ideas contained in any RFQ regardless of whether that respondent is selected. Submission of a Response to RFQ, by any respondent, shall indicate that the respondent has accepted the conditions contained in the RFQ. Responses to RFQs which do not comply with these requirements may be rejected at the option of CCDD6. Responses to RFQs must be filed with CCDD6 before the deadline day and hour. No late Responses to RFQs will be accepted. Failure to meet RFQ requirements may be grounds for disqualification.

3.1.5 Authorization To Bind Respondent To RFQ

Responses to RFQs must give the full firm name and address of the respondent, and be manually signed. Failure to do so will disqualify your Response to RFQ.

3.1.6 Alterations/Amendments To RFQ

Responses to RFQs cannot be altered or amended after opening time. Alterations made before opening time must be initialed by the respondent in order to guarantee authenticity. No Responses to RFQs may be withdrawn after opening time without acceptable reason in writing and only after approval by CCDD6.

3.1.7 List Of Exceptions

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications / requirements.

3.1.8 Time Allowed For Action Taken

CCDD6 may hold RFQs for 90 days after the deadline without taking action. Respondents are required to hold their RFQs for same period of time.

3.1. 9 Right To Reject/Award

CCDD6 reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to CCDD6.

3.1.10 Indemnification Clause

Each respondent agrees to indemnify and hold harmless CCDD6, from all suits and actions of every nature and description brought against CCDD6 stemming from a Response to RFQ.

3.1.11.A. Addenda And Modifications

Each respondent shall carefully examine the RFQ forms, specifications/requirements, and instructions. Should a respondent find discrepancies in, or omissions from specifications/requirements, or other documents, or should such respondent be in doubt as to their meaning, then such respondent should request an interpretation via email and obtain clarification by addendum prior to submitting any Response to RFQ. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available thru the CCDD6 website. All Addenda issued in respect to this project shall be considered official changes to the

original RFQ documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Response to RFQ. Respondent's signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by CCDD6 and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. CCDD6 may issue a written addendum no later than five calendar days prior to the date bids must be received.

3.1.11.B. Synonym

When the term "services" is used in this RFQ, its meaning shall refer to the request for qualifications Architectural Services for Development of Administrative Offices / Emergency Response Facility.

3.1.12.A Assignment

Respondents are advised that CCDD6 shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of CCDD6.

3.1.12.B. Respondent's Employees

Neither the respondent nor his/her employees engaged in fulfilling the terms and conditions of this RFQ shall be considered employees of CCDD6. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. CCDD6 shall have the right of inspection of said undertakings at any time.

3.1.13 Interpretations

Any questions concerning the project and/or specifications/requirements with regards to this RFQ shall be directed to the designated individuals as outlined in this RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective respondents via Addendum. No interpretation shall be considered binding unless provided in writing by CCDD6 in accordance with paragraph entitled "Addenda and Modifications".

3.1.14 Statutory Requirements

It shall be the responsibility of the successful respondent to comply with all applicable State and Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout.

3.1.15 RFQ Preparation Costs

CCDD6 shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a Response to RFQ or for any work performed prior to execution of contract.

3.1.16 Confidential Information

CCDD6 shall not accept any confidential information in this Response to RFQ. Should any respondent submit confidential information in a Response to RFQ, such information shall be deemed non-confidential and CCDD6 shall have no legal obligations to preserve the confidentiality of such information.

3.1.17 Verbal Threats

Any threats made to any employee of CCDD6, be it verbal or written, shall disqualify the respondent from obtaining a contract under this RFQ.

3.1.18 Right To Audit

CCDD6 reserves the right to audit the vendor's books and records relating to the performance of this contract.

3.1.19 Past Performance

Respondent's past performance shall be taken into consideration in the evaluation of such respondent's Response to RFQ.

3.1.20 Jurisdiction

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all legal claims stemming from this RFQ shall be litigated in District Court in Cameron County, Texas.

3.1.21 Venue

The parties agree that the venue for purposes of any and all lawsuits or any other dispute stemming from this RFQ shall be in District Court in Cameron County, Texas.

3.1.22 Place of Business

Every Response to RFQ shall clearly state the respondent's primary place of business.

3.1.23 Award

Respondents are advised that CCDD6 is soliciting Responses to RFQs and that an award shall be made to the respondent that in the opinion of CCDD6 is the best qualified.

CCDD6 reserves the right to award contract(s) based solely on the written proposals. CCDD6 also reserves the right to request oral interviews.

3.1.24 Final Selection and CCDD6 Approval

Selection shall be made of the respondent deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Qualifications, if so stated in the Request for Qualifications. Negotiations shall be conducted with the selected respondent.

After the selection of the most qualified firm, scope of services and billing rates will be negotiated and used as attachments to CCDD6's Professional Services Agreement. This Agreement will then be submitted to the CCDD6 Board for approval. If CCDD6 and the selected firm cannot successfully negotiate an agreement, then CCDD6 will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by CCDD6.

3.1.25 Payment

CCDD6 will execute payment by mail in accordance with the laws of the State of Texas after SERVICES have been completed, submitted to CCDD6, and found to meet CCDD6 specifications/requirements.

3.1.26 Compliance with Environmental Laws

Respondent shall ensure that it will comply with all applicable local, state, and federal environmental laws.

3.1.27 Equal Employment Opportunity

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

3.1.28 Termination Of Contract

CCDD6 reserves the right to terminate the contract if, in the opinion of CCDD6, the successful respondent's performance is not acceptable, no funds are available, or if CCDD6 wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30 day notice.

3.1.29 Ethical Standard

No CCDD6 official or employee shall have interest in any contract resulting from this bid. If you have any questions about compliance, please consult your own legal counsel. compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. an offense under Chapter 176 is a Class "C" Misdemeanor.

3.2. Insurance Requirements

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all CCDD6 contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, respondents may obtain an alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements Type of Coverage

Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(CCDD6 named as additional insured)

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

The following insurance requirements will be included in all CCDD6 contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list CCDD6 as an additional insured to liability coverage as requested by CCDD6. In addition, the successful bidder shall provide CCDD6 with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements

Type of Coverage

Limits of Liability Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:
\$100,000 each accident

Bodily Injury by Disease:
\$100,000 each employee/\$500,000 policy limit

Comprehensive General Liability

Bodily Injury \$250,000 each person/\$500,000 each occurrence Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury \$100,000 each person/\$500,000 each occurrence Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

CCDD6's Protective Liability

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name CCDD6 as an Additional Insured.

Certificates of insurance naming CCDD6 as an additional insured shall be submitted to CCDD6 for approval prior to any services being performed by the respondent. 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 CCDD6 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 that adequate replacement coverage is provided to CCDD6. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. Scope of Services

The architectural contract will encompass all project-related services for the development of some or all of the land identified in Exhibit A, for the development of Administrative Offices and Emergency Response Facility for CCDD6.

The tasks CCDD6 is seeking to contract include but are not limited to the following:

1. Master Planning: Development of a comprehensive master plan for the site, outlining future phases and growth potential.
2. Preliminary and Final Design Plans and Specifications: Preparation and submission of detailed architectural and engineering designs, plans, and specifications.
3. Bid Package Preparation: Complete preparation of the bid packet and assistance during the bid process.
4. Field Testing and Inspections: Conduct all necessary field testing, inspections (interim and final), and reporting.
5. Project Management: Overall project coordination, including communication with stakeholders, progress reporting, and adherence to timelines.
6. Permitting and Regulatory Compliance: Ensure compliance with all local, state, and federal regulations, including obtaining necessary permits.
7. Other Special Services: Additional services as required to meet the project's objectives.

4.2 Statement of Qualifications

CCDD6 is seeking to contract with a competent architectural firm registered to practice in the State of Texas with experience in the following areas:

1. Local Government Construction: Experience with local government projects, including but not limited to cities, districts, counties, etc. CCDD6 is seeking past performance in architectural services for administrative buildings and emergency response buildings.
2. Professional Standing: Registered and in good standing to practice architectural services in the State of Texas.
3. Grant-Funded Projects: Demonstrated experience with grant-funded projects, particularly through state and federal funding.

Respondents are not required to have performed architectural services for government clients in order to apply.

Please provide within your proposal a list of past local government clients, as well as resumes of the key staff members that will or may be assigned to this project if you receive the architectural services contract award.

5. Respondent Questionnaire

5.1. Proposal

Please submit your Response to RFQ as stated in these instructions.

5.2. Proprietary Documents

CCDD6 will not be accepting confidential or proprietary information for this RFQ. Please refer to Section 3.1.16 for additional information.

5.3. Insurance Certificate

Please attach your current insurance certificate.

5.4. Required Forms

Required forms are available on the CCDD6.org

5.4.1. Conflict of Interest Disclosure Form - Exhibit B

Please fill out, sign and attach the Conflict of Interest Disclosure form

Chapter 176 Of The Texas Local Government Code

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of CCDD6 not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

5.4.2. House Bill 89 - Israel Boycotts - Exhibit C

Please fill out, sign and attached HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and*
- 2) will not boycott Israel during the term of the contract*

5.4.3. Senate Bill 13 - Energy Company Boycotts - Exhibit D

Please fill out, sign and attach SB 13 Energy Company Boycotts

Energy Company Boycotts

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or*

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Agency.

5.4.4 Senate Bill 19 Firearm Entities And Trade Associations Discriminations - Exhibit E

Please fill out, sign and attach Senate Bill 19 - Firearm Entities And Trade Associations Discriminations

SB 19 Firearm Entities And Trade Associations Discriminations The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it: 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

5.4.5. Non-Collusion Affidavit - Exhibit F

Please fill out, sign and attach the Non-Collusion Affidavit

Respondents, by submitting a signed Non-Collusion Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

5.4.6. Certificate Of Interested Parties - Exhibit G

If awarded the 1295 form will need to be provided.

Certificate Of Interested Parties (Form 1295) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>

6. Evaluation Criteria

6.1 Evaluation

The proposals received will be evaluated and ranked on a scale of 100 points according to the following criteria:

Evaluation Criteria	Scoring	Weight (point)
Experience	Points	60 (60% of total)
Work Performance	Points	25 (25% of total)
Capacity to Perform	Points	15 (15% of total)

6.2 Selection Process

For this RFQ, the respondent's qualifications will be evaluated, and the most qualified respondent will be selected, subject to negotiation of fair and reasonable compensation.

The District reserves the right to have Staff and/or Board Directors rank for this solicitation.

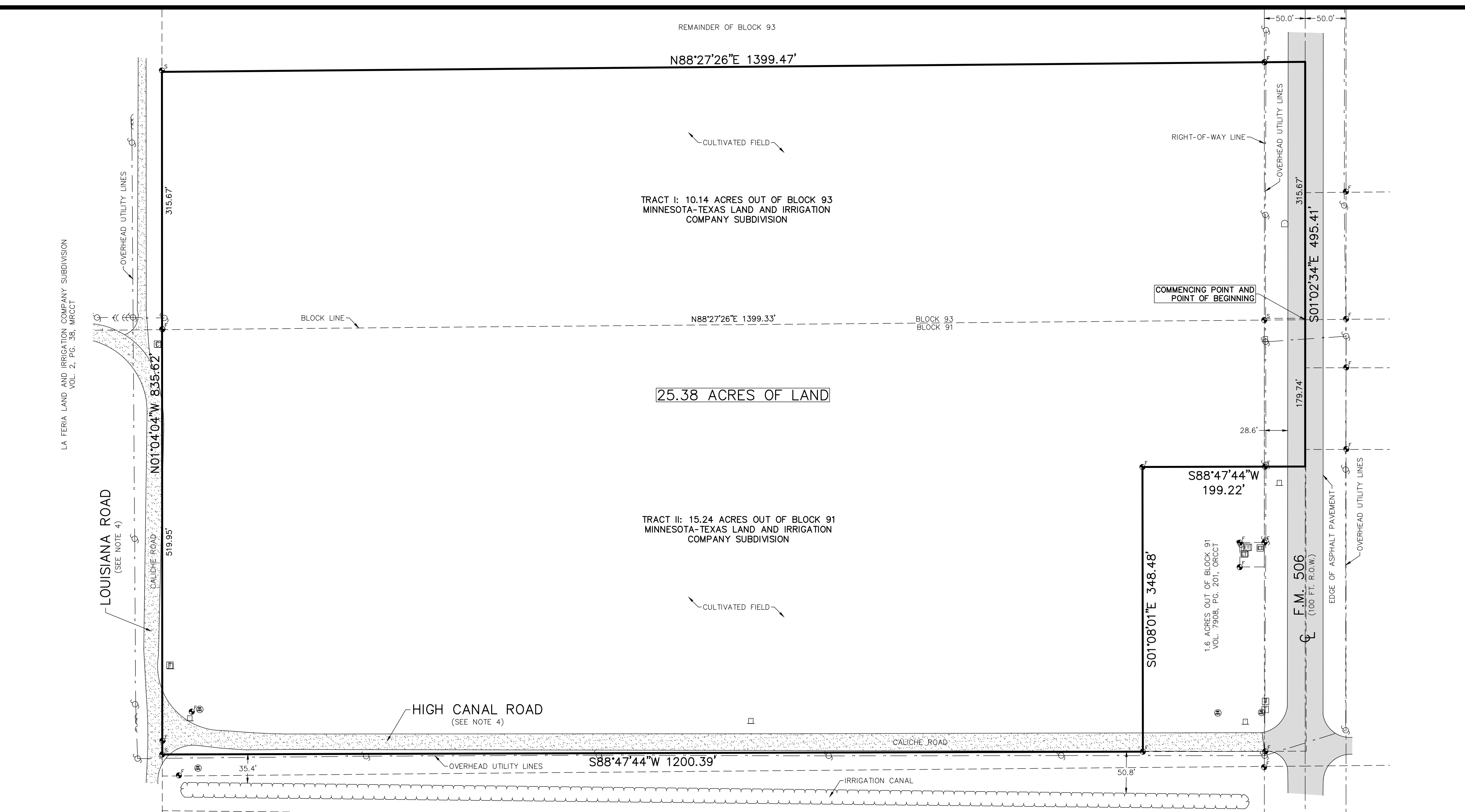
6.3 General Terms and Conditions

1. **Contract Term:** The term of the contract will be for the duration of the project, including any additional phases as outlined in the master plan.
2. **Insurance Requirements:** The selected firm must maintain sufficient insurance coverage, including but not limited to general liability, professional liability, and worker's compensation. Please refer to the responsive sections of this RFQ for insurance requirements.
3. **Compliance with Laws:** The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of services under this contract.
4. **Termination Clause:** CCDD6 reserves the right to terminate the contract for convenience or cause with a written notice period as specified in the contract.

6.4 Required Forms Shall Not Count Toward 20-Page Response Limit

Please fill out and submit these forms along with your statement of qualifications. These forms will not count toward the 20-page response limit.

Exhibit A

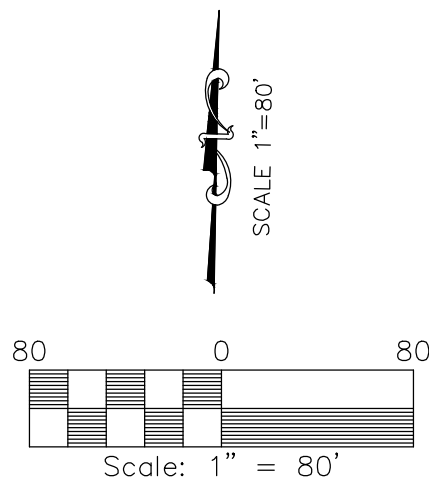


NOTES

1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83.
2. ADDRESS: F.M. 506
SANTA ROSA, TEXAS 78593
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. HIGH CANAL ROAD AND LOUISIANA ROAD ARE CALICHE ROADS IN USED BY THE PUBLIC ALONG THE SOUTH AND WEST BOUNDARIES OF THIS TRACT, HOWEVER, NO DOCUMENT WAS REVIEWED FOR THE RIGHT OF WAY OF THESE ROADS.
5. CANAL RIGHT OF WAY ALONG THE SOUTH BOUNDARY OF TRACT II FOR WHICH NO DOCUMENT WAS REVIEWED. FOR INFORMATION REGARDING IRRIGATION FACILITIES AND RIGHTS OF WAY CONTACT LA FERIA IRRIGATION DISTRICT.
6. METES AND BOUNDS DESCRIPTIONS ACCOMPANY THIS PLAT OF SURVEY.

FLOOD ZONE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 480101, PANEL NO. 0250, SUFFIX "F", EFFECTIVE FEBRUARY 16, 2018.



LEGEND			
	IRON ROD FOUND		SIGN
	IRON ROD SET WITH CAP STAMPED "MOORE-6370"		POWER POLE
	TRANSFORMER		GUY WIRE ANCHOR
	MAILBOX		IRRIGATION STANDPIPE
			TELEPHONE PEDESTAL

BOUNDARY SURVEY OF:

TRACT I: 10.14 ACRES OF LAND OUT OF BLOCK 93,
MINNESOTA-TEXAS LAND AND IRRIGATION COMPANY SUBDIVISION,
CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 2, PAGE 38, MAP RECORDS OF CAMERON
COUNTY, TEXAS, BEING THE TRACT OF LAND DESCRIBED IN DOCUMENT
NO. 2022-33719, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS.

TRACT II: 15.24 ACRES OF LAND OUT OF BLOCK 91,
MINNESOTA-TEXAS LAND AND IRRIGATION COMPANY SUBDIVISION,
CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 2, PAGE 38, MAP RECORDS OF CAMERON
COUNTY, TEXAS, BEING A TRACT OF LAND DESCRIBED IN DOCUMENT
NO. 2022-33719, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS.

Exhibit B

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 C

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "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; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

Exhibit D

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*

2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

Exhibit E

SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the*

entity or association based solely on its status as a firearm entity or firearm trade association; and

b) does not include:

- (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
- (ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*

(aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6) "Firearm entity" means:

- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
- b) a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*

- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
- b) has two or more firearm entities as members; and*
- c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

Exhibit F

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

_____, being first duly sworn, deposes and says that:

(Name)

He is President of _____, the Bidder that has submitted the attached

(Company)

Bid;

_____, being first duly sworn, deposes and says that:

(Name)

1. He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
2. Such Bid is genuine and is not a collusive or sham Bid.
3. Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cameron County Drainage District No. 6, or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant

Signed: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, 2024

By:

Notary Public

My commission expires: _____

Exhibit G

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY