County Line Special Utility District (CLSUD)

REQUEST FOR PROPOSAL (RFP)
Inspection Services

RFP #: 02262026-001

February 26, 2026 @ 01:00 PM

DATE DUE:
March 12, 2026 @ 5:00 PM (CST)

Prepared by
Engineering and Regulatory Manager
Farah Najdawi 02/2026

8870 Camino Real
Uhland, TX 78640-4909
Office: 512-398-4748 Fax: 512-398-4749
www.clsud.com

PROJECT OVERVIEW

The District is soliciting proposals from qualified firms to provide professional inspection services for water and wastewater infrastructure projects. These projects may include new construction, rehabilitation, and system improvements within the District's service area.

The selected firm will provide inspection services to support the construction and installation of public water and wastewater facilities, observing and ensuring compliance with approved plans, specifications, regulatory requirements, and industry standards.

Projects may include, but are not limited to:

- Water distribution lines
- Wastewater collection lines and manholes
- Lift stations and related mechanical components
- Storage tanks and pressure facilities
- Service connections and system tie-ins

Inspection services are critical to maintaining quality control, regulatory compliance, public safety, and system reliability. The selected firm will work closely with the District's engineer, contractors, and project management team throughout the duration of construction activities.

The intent of this RFP is to establish a professional services agreement with a qualified inspection firm capable of providing experienced personnel, timely reporting, detailed documentation, and coordination necessary to successfully deliver water and wastewater infrastructure projects. The anticipated contract term will be three (3) years, with renewals based on performance, and services will be provided on an as-needed basis depending on active capital improvement projects.

Note: ***This scope does not include engineering analysis, structural assessments, or material acceptance testing.***

The inspector's role is limited to compliance verification and observational reporting.

A. SERVICES REQUIRED

1. Inspection Service SOW

The inspection services will ensure that all aspects of projects comply with contract requirements, regulatory codes, District and industry standards. The inspection will observe the site preparation, construction, materials, coatings,

mechanical and electrical installations, safety compliance, testing, and final commissioning.

The project includes but is not limited:

- Construction of Bobwhite Pump Station and Ground Storage Tank
- Construction of 30" Water Main along Bobwhite Road.
- Construction of 16" Water Main on Misty Lane and Farmers Road.

2. Scope of Inspection Responsibilities

A. Pre-Construction Phase

- **Review of Construction Drawings**
    - Verify compliance with all specified standards outlined in the construction plans.
    - Confirm that all materials, components, and design details meet project requirements.
    - Attend pre-construction meetings to establish inspection schedules and reporting procedures.
- **Permitting & Regulatory Compliance**
    - Ensure site conditions align with environmental and regulatory requirements, including **stormwater pollution prevention plans (SWPPP)**.
    - Confirm adherence to **OSHA safety regulations** and **TCEQ standards**.
- **Pre-Construction Meeting Participation**
    - Attend **kickoff meetings with CLSUD, ARWA, engineers, and contractors**.
    - Establish reporting procedures and milestone inspection schedules.

B. Foundation & Structural Inspections for Ground and elevated storage tanks

- **Soil & Foundation Inspections**
    - Observe excavation activities and verify contractor adherence to geotechnical reports..
    - Document reinforcement placement and concrete pouring procedures.
    - Record observations of structural assembly compliance but shall not perform engineering analysis or structural integrity assessments.
    - Verify compliance with **all other specifications outlined in the construction plans** for this phase.
- **Structural Steel & Concrete Erection**
    - Inspect fabrication, welding, bolting, and alignment of tank structure.
    - Ensure steel meets **outlined in the construction plans**.
    - Verify that the **concrete pedestal** (for composite tanks) is constructed in accordance with the **standards outlined in the plans**.
    - Verify compliance with **all other specifications outlined in the construction plans** for this phase.

C. Coating, Painting & Corrosion Protection

- **Surface Preparation & Application**
    - Inspect **sandblasting, priming, and topcoat applications** for interior and exterior.
    - Confirm compliance with **standards in the construction plans** for corrosion protection.
    - Verify compliance with **all other specifications outlined in the construction plans** for this phase.
- **Coating Integrity Testing**
    - Observe the application of protective coatings and confirm compliance with project specifications.
    - Monitor coating cure times and conducts coating thickness and adhesion testing.
    - Verify compliance with **all other specifications outlined in the construction plans** for this phase.

D. Mechanical, Piping

- Inspect proper installation of inlet, outlet, and overflow piping systems.
- Verify assembly of flanges, gaskets, and mechanical connections.
- Document pressure testing and leak detection results.

E. Electrical, SCADA & Instrumentation

- **Electrical System Compliance**
    - Inspect grounding, conduits, transformers, and panel installations.
    - Observe electrical grounding, conduit installation, and SCADA system integration.
    - Verify installation of remote monitoring instruments.
    - Verify compliance with **all other specifications outlined in the construction plans** for this phase

F. Safety & Compliance Oversight

- **OSHA & Site Safety Inspections**
    - Ensure contractor adherence to **fall protection, confined space entry, and PPE**.
    - Confirm safety compliance for **scaffolding, lifting, and welding operations**.
- **TCEQ & Regulatory Compliance**
    - Monitor adherence to TCEQ water storage tank design requirements.
    - Ensure ARWA connection meets regional water authority standards.

G. Testing, Commissioning & Project Closeout

- The inspection services shall be limited to witnessing and documenting testing procedures.
- The inspector will not conduct engineering assessments or material acceptance testing, which are the responsibility of the licensed project engineer.

- **Water Quality & Disinfection Testing**
    - Observe and witness the contractor's compliance with the approved disinfection plan.
- **Final Walkthrough & Punch List**
    - Document contractor-identified deficiencies and confirm the completion of corrective actions.
    - Ensure all corrective actions are completed before final acceptance.

3. Deliverables & Reporting

The inspector will provide the following documentation:

✓ **Daily Field Reports** – Log construction progress, weather, and observations.

✓ **Inspection Checklists & Non-Conformance Reports (NCRs)** – Document any deviations.

Note:* *This scope does not include engineering analysis, structural assessments, or material acceptance testing. The inspector's role is limited to compliance verification and observational reporting.

4. Project Timeline & Inspection Schedule

The inspector will provide services to CLSUD throughout the entire construction period, ensuring compliance and quality control. Inspection services will be conducted in alignment with the construction schedule and will be available for both scheduled and on-call inspections as needed.

B. PROPOSAL REQUIREMENTS

Proposals are limited **to ten letter-size pages** (excluding the cover letter). The proposal should include:

1. A letter of interest signed by the principal of the firm or an individual.
2. Brief overview of the firm and its qualifications.
3. Contact information for a designated point of contact.
4. Availability to perform services and current workload.
5. Resumes or experience summaries for key personnel assigned to this project.
6. Examples of three (3-5) similar projects completed in the last five (5) years, including

project name, value, and references.

7. A narrative describing the proposed approach to the project.
8. A professional **hourly rates** for personnel, mileage expenses, and any additional costs applicable throughout the project duration.

C. EVALUATION CRITERIA

- Firm Qualifications and Availability – 10%
- Qualifications and Experience of Proposed Staff – 20%
- Qualifications and Experience of site inspector- 15%
- Project Experience – 25%
- Project Approach – 20%
- Rates– 10%

D. SUBMISSION INSTRUCTION

Proposing firms must submit three hard copies of the RFP in person by 5:00 p.m. (EST) on March 12, 2026. Also, a digital PDF copy should be included with the hard copies.

The hard copies should be mailed to the contact below:

Farah Najdawi, Engineering & Regulatory Manager

8870 Camino Real

Uhland, TX 78640

Phone: (512) 398-4748

Ensure availability for consultation and interview during the evaluation process. RFPs must adhere to specified length and content guidelines. RFPs must be received by the specified deadline. The recorded date and time of emailed responses serve as CLSUD's timestamp. Late submissions will not be entertained. Information in RFPs remains confidential until after the contract award. Facsimile transmissions are not accepted.

- **COMMUNICATION**

Technical Questions

For additional questions, contact:

Farah Najdawi, Engineering & Regulatory Manager

Email : farah@clsud.com

Phone : (512) 398-4748

Questions must be received by 5:00 Pm on March 5 ,2026. Questions received after that date may not be answered prior to the RFP deadline. Responses to questions will be posted on CLSUD website and CIVCAST on March 5 ,2026 by 9:00pm. Information related to this RFP will only be provided through CLSUD contact named above. Information about this RFP received through any other means may be inaccurate and result in a Respondent's submittal being incomplete, which could render the Respondent's RFP non-compliant. CLSUD accepts no responsibility for information obtained through any other source.

- **COMMUNICATION RESTRICTIONS**

Respondents or their representatives are prohibited from communicating with CLSUD employees regarding this RFP, except as provided under "Technical Questions," from the time the solicitation is released until the contract is awarded. This includes "thank you" letters, phone calls, emails, and any contact that results in direct or indirect discussion of the RFP and/or proposal submitted by Respondents. Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent's proposal from consideration.

- **SUBMITTAL OR STATUS QUESTIONS**

To check the status of RFPs after the due date, visit our website located at www.clsud.com. For questions regarding this RFP or if the website does not provide sufficient information, please call Farah Najdawi, at (512) 398-4748 for assistance or email her farah@clsud.com.

- **FINALIST PRESENTATION AND INTERVIEWS**

In the event interviews are deemed necessary, Respondents will be asked to provide a brief presentation to the Selection Committee summarizing their qualifications and project approach as well as answer any questions posed by the Selection Committee.

- **IMPORTANT DATES**

CLSUD will comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

EVENT TIME	**DATE**
Release of RFP	1:00 PM February 26, 2026
Deadline for Questions	5:00 PM March 5, 2026
Q & A Posted to Website	9:00 PM March 5, 2026
Proposals Due	5:00 PM March 12, 2026
Proposals Evaluated	5:00 PM March 14, 2026
Interviews, if necessary	TBD
CLSUD Board Consideration & Award	6:30 PM March 18, 2026
Non-Selection Notices mailed	5:00 PM March 21, 2026

The dates listed above are subject to change without notice.

E. PROCEDURAL REQUIREMENTS

1. Standard Form of Agreement

CLSUD's Master Services Agreement for Professional Inspection Services is provided in Attachment A. Successful respondent(s) will be required to execute this Agreement. CLSUD will issue Service Orders pursuant to the Agreement as needed. However, there is no guarantee to issue any Service Orders. All respondents shall be required to thoroughly read and understand the terms, conditions, and provisions in this Agreement.

The respondent acknowledges that CLSUD retains the right to revise the Agreement to comply with legal or regulatory requirements. All required Certificates of Insurance and endorsements will be required before the Contract award. Any exceptions taken to CLSUD's Master Services Agreement for Professional Inspection Services must be indicated in your Response. Failure to note any exceptions will be acknowledgement that respondent accepts the terms and conditions without modifications. CLSUD may consider the proposed changes in the evaluation process.

2. Addenda

If CLSUD determines that revision of any part of this solicitation becomes necessary prior to the due date and time, a written addendum will be provided to all prospective respondents known to CLSUD. CLSUD is not bound by any oral representations, clarifications, or changes made in the written specification by CLSUD's employees, unless such clarification or change is provided to respondents in written addendum form from CLSUD. Addenda will be emailed to all parties known to have received or downloaded a copy of the RFP documents and specifications from CLSUD's website. However, it shall be the respondent's sole responsibility to verify issuance of any addenda and to check all avenues of document availability before the opening date and time. Respondent shall acknowledge receipt of all addenda on the Certification and Acknowledgement Form.

3. Receipt of RFPs

The proposal must be received by CLSUD before the specified time and date.
The time RFPs are received shall be determined by the system time in CLSUD's office. Each respondent will receive email notification from CLSUD that their RFP was received noting the time and date of such receipt. Please note that CLSUD is not responsible for delays at or near the time the responses are due.

4. Rights Reserved by CLSUD

CLSUD reserves the rights with respect to this RFP to:

- Cancel this RFP as a whole or in part at any time without incurring any cost obligations.

- Reject all responses received at any time.
- Modify all dates set or projected.
- Terminate evaluations of responses to this RFP.
- Issue addenda, supplements, modifications, and clarifications.
- Seek or obtain data and advice from any source that could enhance CLSUD's comprehension and evaluations of the responses.
- Exercise all rights available under Texas and Federal laws.

5. Advertising and Publicity

Respondents shall not advertise or otherwise publicize, without CLSUD's prior written consent, that CLSUD has entered the Agreement, except to the extent required by applicable law.

6. Business Practices

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit RFPs in response to this RFP and will not be discriminated against on the basis of race, color, creed, gender, age, religion, national origin, mental or physical disability, veteran's status, or political affiliation in consideration for an award.

7. Certification

This RFP includes a Qualifications Certification. Respondent must:

- ✓ Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the respondent.
- ✓ Furnish names of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
- ✓ Certify that they are duly qualified, capable, and otherwise bondable business entity not in receivership or contemplating same and has not filed bankruptcy.

8. Changes in Personnel

Should there be a change in key personnel included in the RFP after the due date and time, but before a contract is awarded, respondents must notify CLSUD immediately. This may result in further evaluation by CLSUD. Should a change in key personnel occur after the contract is awarded, Consultant must notify CLSUD as soon as possible. CLSUD may terminate the Agreement for convenience should the change in key personnel be unacceptable to CLSUD.

9. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict-of-Interest Questionnaire form is available from the Texas Ethics Commission (TEC) at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to CLSUD. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the respondents RFP.

10. Disclosure of Interested Parties

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by Board of Trustees before the contract may be signed; or (2) have a value of at least $1 million. The law provides that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties certificate to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by Texas Ethics Commission ("TEC") is as follows:

- ✓ The Disclosure of Interested Parties certificate must be performed using the TEC's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to CLSUD.
- ✓ The copy of Form 1295 submitted to CLSUD must contain the unique certification number from the TEC. The form must be filed with CLSUD pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to CLSUD.
- ✓ CLSUD, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

11. Gifts

CLSUD may, by written notice to the respondent, disqualify the respondent without liability if it is determined by CLSUD that any gift or thing of value, whether in the form of money, services, credits, loans, travel, entertainment, hospitality, promise, or any other form, were offered or given by the respondent or any agent or representative of the respondent to any officer or employee of CLSUD with the intent of influence such officer or employee as a reward for any decision, opinion, recommendation, securing the Agreement or securing favorable treatment with

respect to awarding or amending or the making of any determinations with respect to performance of the Agreement.

12. Independent Contractor

Nothing in this solicitation is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The respondents' services shall be those of an independent contractor. The respondents agree and understand that the Agreement does not grant any rights or privileges established for employees of CLSUD. Respondents shall not be within the protection, or coverage of CLSUD's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that CLSUD, from time to time, may have in force.

13. Personal Interest

No officer, employee, independent consultant, or appointed CLSUD official involved in the The development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph
shall constitute impropriety in the office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal.

14. Priority of Documents

In the event there are inconsistencies between the RFP terms and conditions, scope of work, or Agreement terms and conditions contained herein, the latter will take precedence.

15. Prohibited Responses

- ✓ CLSUD will not conduct business with respondents who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.
- ✓ Successful respondent must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (a) the Company has ten (10) or more fulltime employees and (b) the Contract has a value of $100,000.00 or more to be paid under the terms of the Contract.
- ✓ Successful respondent must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
- ✓ Successful respondent must affirm, in any resulting contract, that it does not boycott energy companies during the Agreement's term.

- ✓ Successful respondent must affirm, in any resulting contract, that it: (a) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and (b) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
- ✓ Successful respondent must affirm, in any resulting contract, that it is not: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

16. Public Information

All RFPs are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. CLSUD assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

RFPs will be received and maintained to avoid disclosure of contents to the various responding Firms during the evaluation and contract negotiation processes. After the award of an agreement, responses may be subject to disclosure under the Texas Public Information Act, so responding firms should avoid including trade secrets, proprietary information, or other confidential information in their RFPs. CLSUD will endeavor to notify the responding Firm whose RFP is requested for disclosure to allow the firm an opportunity to respond to the request.

If a respondent believes that a RFP or parts of a RFP are confidential, then the Respondent shall specify. The respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the RFP, which the respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. CLSUD will, to the extent allowed by applicable law, endeavor to protect such specified information from disclosure. The final decision as to what information must be disclosed under the Open Records Act lies with the Texas Attorney General. All RFPs and parts of RFPs that are not marked as confidential will be automatically considered public information.

17. Reimbursements

All costs directly or indirectly related to preparation of a response to this RFP, and any later oral interviews and presentations required to supplement and/or clarify the RFP response shall be the sole responsibility of and shall be borne by Responding Firm.

There is no express or implied obligation for CLSUD to reimburse Respondents for any expenses incurred in preparing RFPs in response to this request and CLSUD will not reimburse

respondents for these expenses, nor will CLSUD pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a Contract for these services.

18. Representations and Responsibilities

By submitting a RFP in response to this RFP, respondent represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a RFP in response to this RFP, respondent represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by CLSUD but has supplemented this information through due diligence research and that the respondent sufficiently understands the issues relative to the indicated requirements. The failure or omission of respondent to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any respondent from any obligations with respect to its RFP or to the contract.

19. Reservations

CLSUD reserves the right to request clarification or additional information specific to any response after all responses have been received and the Solicitation due date has passed**.** Additionally, CLSUD reserves the right to accept or reject all or part of any response, waive any informalities or immaterial technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in CLSUD'S best interest.

Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by CLSUD, at its option. CLSUD RESERVES THE ABSOLUTE AND UNCONDITIONAL RIGHT TO BE SOLE OF WHAT IS DEEMED "A MATERIAL IRREGULARITY" AND TO WAIVE OR INTERPRET ANY IRREGULARITY TO ITS BENEFIT, IN ITS SOLE DISCRETION.

20. Responses Become Property of CLSUD

RFPs received in response to this RFP become the sole property of CLSUD. All written, printed, and electronic correspondence related to this RFP, and all printed materials, exhibits, brochures, appendices, photographs, graphs, charts, and reports submitted as a part of the response to this RFP are, upon receipt by the CLSUD, the property of the CLSUD and may not be returned to responding firm.

By submitting a RFP, Firm unequivocally acknowledges that the Firm has read and fully understands this RFP, and that the Firm has asked questions and received satisfactory answers from CLSUD regarding any provisions of this RFP for which the firm desired clarification.

21. Right of Acceptance and Rejection

The qualifications of a respondent shall not deprive CLSUD of the right to accept a RFP, which in its judgment is the most highly qualified Firm. In addition, CLSUD reserves the right to reject any RFP where circumstances and developments have, in the opinion of CLSUD, changed the qualifications or responsibility of the Firm.

CLSUD reserves the right to execute a Master Professional Services Agreement with the selected respondent to perform the inspection services described in this RFP. CLSUD also reserves the right to engage the services of one or more successful respondent(s) for specific water treatment, water resources, civil, mechanical, and/or electrical inspection services projects on an on-call basis as said projects arise.

22. Right of Assurances

In the event CLSUD, in good faith, has reason to question the intent of the Firm to perform as presented in the RFP, CLSUD may demand written assurances of the intent to perform as presented. In the event no written assurance is given within the time specified, CLSUD may reject the RFP.

23. Venue

Any contract awarded because of this RFP shall be governed by and construed in accordance with the laws of the State of Texas, and the venue for any action related to this contract will be Caldwell County, Texas.

24. Required Forms with RFP Submittal

- ✓ Qualifications Certification (see the form on page 31).
- ✓ Conflict of Interest Disclosure:

Chapter 176 of the Texas Local Government Code requires that a vendor considering doing business with CLSUD submit a disclosure form regarding conflicts of interest. By law, a respondent that submits a response to this RFP must file the form with CLSUD not later than the 7th business day after submitting the RFP response. CLSUD recommends that responding firms submit this completed form with submitted RFP. For more information or to obtain the form (Questionnaire CIQ), please visit the Texas Ethics Commission web page at:

www.ethics.state.tx.us/forms/CIQ.pdf.

- ✓ Certificate of Interested Parties:

Section 2252.908 of the Texas Government Code provides that CLSUD may not enter a Contract with a business entity that requires approval of the CLSUD Board of Trustees unless the entity

submits a disclosure of interested parties to CLSUD. CLSUD will require the Firm selected for the purposes of contract negotiations to submit this certificate promptly upon notice of selection. For more information or to obtain the form (Form 1295), please visit the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/tec/1295-Info.htm

Attachment A

MASTER SERVICES AGREEMENT

County Line Special Utility District and Inspection Services

MASTER SERVICES AGREEMENT

County Line Special Utility District and _____[firm]

This Master Services Agreement (the "Agreement"), effective as of the ____ day of _____, 202___ ("Effective Date"), is made by and between County Line Special Utility District, (hereinafter referred to as "County Line SUD"), and _____ [firm] (collectively "Parties" and, individually depending upon the context, "Party").

RECITALS

WHEREAS, County Line SUD and _____ [firm] wish to enter into an agreement for the furnishing of professional services as specified hereafter in professional service orders ("Task Orders") between County Line SUD and _____ [firm], each Task Order which will specifically pertains to a particular request for a professional service by County Line SUD;

WHEREAS, _____ [firm] represents to County Line SUD that _____ [firm] is qualified and prepared to perform the necessary professional services in connection with each Task Order; and

NOW THEREFORE, in consideration of the mutual promises and covenants of the Parties hereto it is agreed as follows:

SECTION 1- SCOPE OF PROFESSIONAL SERVICES

1.1 _____[firm] shall provide professional services in all phases of each Task to which this Agreement applies. The services furnished by _____[firm] will be defined by one or more Task Orders approved by County Line SUD, which will identify the Task and set forth (i) scope of the services, (ii) the schedule for performance of the services, (iii) deliverables to be provided, (iv) specific compensation terms, and (v) the name(s), address(es) and telephone number(s) of each consultant and

subcontractor that will by engaged by _____ [firm] to perform any part of the services described in the Task Order. The general format of a Task Order is attached hereto as Exhibit A.

1.2 Each Task Order, after execution by the Parties, shall become a supplement to and a part of this Agreement and constitute authorization to proceed.

1.3 _____[firm] acknowledges that County Line SUD has not represented that it will provide _____[firm] with any particular quantity or quality of Task Orders over the duration of this Agreement.

1.4 County Line SUD may amend the scope of services set forth in a Task Order by sending written notice to _____[firm]. Should _____[firm] believe that such amendments require an equitable adjustment in _____[firm]'s agreed compensation and/or schedule for the services, _____ [firm] shall notify County Lin SUD in writing of its request for such adjustments no later than ten (10) calendar days following its receipt of such requested amendments from County Line SUD. Except as otherwise instructed in writing by County Line SUD, _____ [firm] shall not commence the changed services until County Line SUD and _____ [firm] have mutually accepted _____ [firm]'s timely requested adjustments, if any, to its compensation or schedule for its services and a written amendment to the Task Order is executed by the Parties.

1.5 Should an event or condition occur after the initiation of a Task Order, that in the opinion of the _____[firm], will result in a change in scope, schedule and/or budget, _____[firm] will provide timely written notice to County Line SUD stating: the nature of the event or condition; detailing the impact on scope, schedule, and/or budget; and providing the _____ [firm]'s recommendation or request for modification of the affected Task Order. Such notice will be provided upon recognition of the event or condition and prior to the completion of the services stated in the Task Order. County Line SUD will not consider a request for an increase in the price of a Task Order that is submitted after completion of the services stated in the Task Order, if County Line SUD determines, in the sole discretion of its Board of Directors that the event or condition cited as the cause for the increase in price was, or could reasonably have been, known in time to submit a change request prior to completion of the services stated in the Task Order. County Line SUD will review the _____[firm]'s

recommendation or request and provide a written response either agreeing with the recommendation or request or not accepting said recommendation or request. Any changes or modification to the scope, schedule and/or budget will be detailed in a written modification to the Task Order. No changes to the services shall be made by _____ [firm] except with County Line SUD's prior written agreement and approval by its Board of Directors. Anything to the contrary contained herein, in exigent circumstances making Board consideration of a proposed modification to a Task Order impracticable, the General Manager of County Line SUD may execute documents approving such modification on County Line SUD's behalf.

1.6 County Line SUD may suspend a Task Order for convenience with seven (7) days prior written notice to _____ [firm] of such action. In the event of suspension of services, _____[firm] shall resume the full performance of the services in a Task Order when directed in writing to do so by County Line SUD. Suspension of the services for reasons other than _____ [firm]'s negligence or failure to perform shall not affect _____[firm]'s compensation as provided for in this Agreement. The schedule for performance of the services shall be amended by a mutually agreed, written modification to the Task Order in progress to reflect the suspension. If _____[firm]'s services are delayed or suspended in whole or in part by County Line SUD for more than ninety (90) days after the date of the beginning of the delay or suspension through no fault of _____ [firm], _____ [firm] may be entitled to an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by _____ [firm] in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised, to the extent that the _____ [firm] can demonstrate that an actual increase in cost has been incurred and is equitable and compensable.

1.7 _____ [firm] shall perform the services required by each Task Order issued under this Agreement with the professional skill and care ordinarily provided by competent with inspectors/QA Owner Representatives practicing in Texas under the same or similar circumstances ~~and~~ **~~professional license~~**, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent inspectors/QA Owner Representatives practicing. Both Parties, along with any consultants or subcontractors engaged by _____[firm], shall comply with all applicable laws and regulations. _____ [firm] and any consultants or

subcontractors engaged in completing a Task Order under this Agreement shall also comply with the applicable safety requirements of County Line SUD.

1.8 County Line SUD shall not be responsible for discovering deficiencies in the technical accuracy of _____ [firm]'s services. _____ [firm] shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in County Line SUD-furnished information or an identifiable and documented change in conditions or circumstances impacting the _____ [firm]'s work.

1.9 Deliverables and/or services furnished under this Agreement shall be subject to review and inspection and, as applicable, testing by County Line SUD at times and places covered under the period of performance for services in the applicable Task Order. County Line SUD reserves the right to reject deliverables which do not conform to the specifications, drawings, and/or other data or which do not comply with the terms and conditions of this Agreement and individual Task Orders. If rejected after delivery, County Line SUD shall notify _____ [firm] of the alleged deficiency, and _____ [firm] shall have five (5) business days following such notice to initiate a cure of the deficiency. Payment for any services or deliverables shall not be deemed acceptance thereof, and if such services or deliverables shall not be payment, County Line SUD shall be entitled to an equitable refund.

1.10 County Line SUD, in its sole discretion, shall have the right to demand that _____[firm] replace any personnel, consultant or subcontractor providing services to County Line SUD under the terms of a Task Order. Upon receipt of County Line SUD's demand, _____ [firm] will immediately replace the specified personnel, consultant or subcontractor (as the case may be) with acceptable personnel or an acceptable subcontractor substantially equal in ability and qualifications. The criteria for demanding replacement of an individual, consultant or subcontractor will be based on, but not limited to, the following: technical incompetence, inability to meet the position qualifications, failure to perform an assignment, poor attendance, ethics violation, unsafe work habits, damage to County Line SUD property, or reasonable County Line SUD dissatisfaction.

SECTION 2- FEE SCHEDULE

2.1 _____ [firm] shall include an itemized estimate of proposed charges for professional services, attached hereto as Exhibit B ("Fee Schedule"). The Fee Schedule included in each Task Order shall identify the labor required to complete each service in the Task Order, the associated rate for each labor category, and an estimated cost of completing each service in the Task Order. _____[firm] shall also provide an estimated total cost for the completion of the Task Order, also called the "Ceiling Price", which includes the total cost for the completion of services, including labor and deliverables, along with reimbursable expenses.

2.2 Expenses eligible for reimbursement include the following expenses reasonably and necessarily incurred by _____ [firm] in connection with the performing or furnishing of the services under a specific Task Order: ~~transportation (including mileage),~~ lodging, and subsistence incidental thereto; ~~providing and maintaining field office facilities including furnishings and utilities~~; providing field and office equipment necessary for the prosecution of the work; toll telephone calls, ~~mobile phone services~~, and courier services; reproduction of reports, drawings, specifications, bidding-related or other procurement documents, construction documents, and similar specific project-related items; consultant charges; and any other expenses identified in a Task Order. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Internal Revenue Service for business travel. _____[firm] shall submit proper documentation of any such approved travel expenses to County Line SUD.

2.3 County Line SUD reserves the right to request _____ [firm] for a written explanation of significant variations between _____ [firm]'s estimate of proposed costs and the actual cost of providing services.

SECTION 3- COMPENSATION

3.1 The payments set forth in a Task Order shall constitute _____[firm]'s sole compensation for the performance of _____[firm]'s services under such Task Order. Unless specifically set forth otherwise in a Task Order, _____[firm] agrees to be responsible for all expenses incurred in connection with the services performed under the Task Order. _____ [firm] acknowledges that such expenses shall not be reimbursed by the County Line SUD unless otherwise expressly agreed upon by the County Line SUD in the Task Order or separate signed writing. The

total amount payable to _____[firm] for the services rendered under a Task Order plus the reimbursable expenses incurred shall not exceed the Ceiling Price stated in the Task Order without further authorization from County Line SUD. County Line SUD assumes no responsibility for reimbursement for any costs incurred by _____[firm] without prior written authorization to proceed by County Line SUD. _____ [firm] will be solely responsible for any compensation due to any third party engaged by _____[firm] to assist _____[firm] in providing the services outlined in the Task Orders.

3.2 _____ [firm] shall bill County Line SUD monthly for services rendered during the preceding calendar month. Each invoice shall set forth, in reasonable detail, the time spent and hourly rate, the total fees of such services, and an itemized list of reimbursable expenses. County Line SUD may request from _____ [firm] additional documentation which identifies, in reasonable detail, the services performed by the _____[firm] on an invoice, and _____[firm] must provide this additional documentation upon request. County Line SUD agrees to pay invoices within fifteen (15) business days of their receipt.

SECTION 4- PERIOD OF SERVICE

4.1 Upon receipt of written authorization to proceed, _____[firm] shall perform the services in each Task Order within the time period(s) described in the Task Order. If any specified dates for completion of _____ [firm]'s professional services are exceeded, the time for performance of those services shall be automatically extended as reasonably required for the completion of such Task, and all rates, measures, and amounts of _____[firm]'s compensation shall be equitably adjusted.

4.2 _____[firm] shall not be obligated to perform work under a prospective Task Order until both County Line SUD and _____[firm] execute the Task Order. County Line SUD shall not incur financial or other liability for any work performed under a prospective Task Order which has not been executed by both Parties.

4.3 If, through no fault of _____[firm], the orderly and continuous progress of _____[firm]'s services are impaired, delayed, or suspended, then the time of

performance and completion of _____ [firm]'s services shall be adjusted equitably.

4.4 If County Line SUD requests changes in the scope, extent, or character of the services agreed upon in an executed Task Order, the time and performance of _____ [firm]'s services may be adjusted equitably as agreed by the Parties.

SECTION 5- TERMINATION

5.1 Either County Line SUD or _____[firm] may terminate this Agreement at any time, with or without cause, with ten (10) days written notice. In the event of termination, _____ [firm] will be paid for all services rendered up to the date of termination.

5.2 Under no circumstances may _____ [firm] claim or recover consequential damages from County Line SUD for termination of this Agreement.

SECTION 6- INDEMNIFICATION

6.1 _____[firm] agrees, to the fullest extent permitted by law, to indemnify and hold harmless County Line SUD, its board of directors, and its employees from and against all damages, liabilities, and costs, including reasonable attorney's fees and defense costs, arising out of or in any way associated with an act or omission of _____[firm] in connection with the services called for in this Agreement or any Task Order, excepting only those damages, liabilities, or costs attributable to the negligence or willful misconduct of County Line SUD.

SECTION 7- INSURANCE

7.1 _____[firm] shall provide County Line SUD with certificates of insurance as set forth in Exhibit C until the completion of any outstanding Task Order. _____[firm] shall procure and maintain insurance as required by Exhibit C.

_____ [firm] shall name County Line SUD as an additional insured on _____ [firm]'s General Liability policy to the extent of its indemnity obligations provided in this Agreement. _____[firm] agrees to notify County Line SUD within ten (10 days) if any policy listed in Exhibit C is cancelled or terminated for any reason, and _____[firm] shall pursue reinstatement immediately. The insurance coverage provided in Exhibit C shall be subject to modification by any Task Order, signed by both Parties, if County Line SUD contemplates additional coverage is required.

7.2 The insurance, as required by Exhibit C, shall apply to any consultant or subcontractor performing work for or on behalf of _____ [firm], and _____ [firm] shall ensure that any such consultant or subcontractor is aware of and complies with the insurance requirements during any period such consultant or subcontractor is performing work under this Agreement.

7.3 The insurance, as required by Exhibit C, shall apply to any consultant or subcontractor performing work for or on behalf of _____ [firm], and _____ [firm] shall ensure that any such consultant or subcontractor is aware of and complies with the insurance requirements during any period such consultant or subcontractor is performing work under this Agreement. The Board or its designee has sole discretion to increase or decrease insurance-coverage requirements in connection with any Task Orders, with the understanding that the Inspector can address any such increase or decrease in amount charged.

7.4 _____ [firm]'s liability shall not be limited to the specified amounts of insurance required by Exhibit C.

7.5 Any liability incurred by _____ [firm] during the provision of services under this Agreement shall survive the expiration or termination of this Agreement. (Add Time period)

SECTION 8- ENTIRE AGREEMENT

8.1 This Agreement, including Exhibits incorporated herein by reference, represents the entire Agreement and understanding between the Parties. This Agreement supersedes all prior negotiations, proposals, representations, or agreements, written or oral. This Agreement may be supplemented, amended, or modified only in signed writing executed by both County Line SUD and _____[firm].

SECTION 9- GENERAL PROVISIONS

9.1 All notices, invoices, and payments shall be made in writing. Notices and invoices shall be given by personal delivery (including delivery by written electronic transmission with receipt acknowledged or by recognized courier service) or by mail. Notices, invoices, and payments sent by mail shall be addressed to the following designated responsible person or office:

TO County Line SUD:

Mr. Humberto Ramos

General Manager, County Line SUD Special Utility District

8870 Camino Real

Uhland, Texas 78640

TO _____[firm]:

[Representative Name]

[Title], _____[firm]

[Address]

[City], [State] [Zip Code]

and when so addressed, shall be deemed given seventy-two hours after deposit in the United States Mail, postage prepaid. In all other instances notices, invoices, and payments shall be deemed given at the time of actual delivery. Changes may be made to the names and addresses of the responsible person or office to whom notices, invoices, and payments are to be sent, by notice given in the manner specified above.

9.2 All documents, reports, specifications, record drawings, models, data, and other information delivered by _____ [firm] to County Line SUD in connection with any Task Order under this Agreement shall be the property of County Line SUD.

9.3 _____ [firm] will keep confidential all information in whatever form produced, prepared, observed or received from County Line SUD to the extent that

such information is: (a) confidential by law; (b) marked or designated "Confidential" or words to that effect; or (c) information that _____ [firm] is otherwise required to keep confidential by this Agreement.

9.4 By and through its execution of this Agreement, _____[firm] hereby certifies that it has no actual or potential organizational conflict of interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, _____ [firm] is unable or potentially unable to render impartial assistance, services, or advice to County Line SUD. _____[firm] agrees to immediately notify County Line SUD of any actual or potential organizational conflict of interest that develops during the life of this Agreement. _____ [firm] further agrees to submit to County Line SUD, together with each Task Order submitted pursuant to this Agreement, written disclosure of any actual or potential conflict of interest arising from an existing business relationship between _____ [firm] and any public, private or governmental agency whose interests are or may be adverse to the interests of County Line SUD in connection with County Line SUD's statutory purpose, operations, pending or contemplated permit applications or pending or contemplated litigation. _____ [firm]'s obligation to disclose conflicts of interest as herein described shall be ongoing, and to the extent that _____ [firm] has not previously disclosed to County Line SUD an actual or potential conflict of interest, _____[firm] shall make such disclosure contemporaneously with _____ [firm]'s first submitted invoice following the discovery of the actual or potential conflict of interest.

9.5 This Agreement shall be construed under and in accordance with the laws of the State of Texas. Certain obligations of the Parties created by this Agreement shall be performable in Caldwell County, Texas and Hays County, Texas. All disputes arising under or out of this Agreement shall be resolved in a court of competent jurisdiction in Caldwell County, Texas.

9.6 In the event a dispute arises with respect to this Agreement, the Parties agree to attempt in good faith to resolve such dispute through direct discussions among themselves.

9.7 _____ [firm] certifies that _____ [firm] has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement,

or that would preclude _____[firm] from complying with the provisions of this Agreement. _____[firm] further certifies that _____[firm] will not enter into any such conflicting agreement during the duration of this Agreement without the written consent of County Line SUD.

9.8 Nothing in this Agreement shall in any way be construed to constitute _____ [firm] as an agent, employee, or representative of the County Line SUD, but _____[firm] shall perform the services herein as an independent contractor. _____[firm] shall have responsibility for and control over the details and means of performing the services and shall be subject to the directions of the County Line SUD only with respect to the scope and general results required.

9.9 This Agreement is not assignable without the written consent of the Parties hereto, which consent may not be unreasonably withheld or delayed. Any assignment or other transfer of this Agreement without County Line SUD's prior written consent shall make this Agreement voidable at County Line SUD's sole option, upon County Line SUD's discovery of said assignment or transfer.

9.10 No amendment, modification, or alteration of the terms of this Agreement shall be binding on the Parties unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.

9.11 This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

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

9.13 If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to the reasonable attorney's fees incurred in such action, in addition to any other relief to which that party may be entitled.

9.14 The recitals to this Agreement are hereby incorporated herein and made a part hereof for all purposes as if repeated within the terms of the Agreement.

9.15 County Line SUD is a political subdivision of the state of Texas subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, Chapters 551 and 552), and as such, County Line SUD may be required to disclose to the public upon request this Agreement, the Task Orders issued hereunder, and certain other information and documents relating to the services contemplated hereby. In this regard, _____[firm] agrees that the disclosure of this Agreement, the Task Orders issued hereunder, or any other information or materials related to the services contemplated hereby, to the public by County Line SUD as required by the Texas Open Meetings Act, the Texas Public Information Act, or any other law will not expose County Line SUD (or any party acting by, through or under County Line SUD) to any claim, liability, or action by _____[firm].

9.16 Both County Line SUD and _____[firm] hereby represent and warrant that each Party's respective signatory has full and complete authority to enter into this Agreement on behalf of each respective Party.

9.17 This Agreement is for the sole benefit of the Parties hereto and shall not be deemed to stipulate any benefit or create a cause of action for any other party.

9.18 Headings of the several sections in this Agreement and the headings within the Exhibits hereto are inserted for convenience only and shall not in any way affect the meaning or construction of any term or provision of this Agreement.

9.19 Each Party shall have all rights and remedies available in law and in equity without limitation, including, but not limited to, specific performance.

IN WITNESS WHEREOF, this Agreement is executed by the Parties duly authorized agents in duplicate originals on the respective dates of acknowledgement set forth below and shall be effective as of the latest date of acknowledgement set forth below.

COUNTY LINE SPECIAL UTILITY DISTRICT

by: _____

Humberto Ramos, General Manager

_____**[firm]**

by: _____

[Representative], [Title]

MASTER SERVICES AGREEMENT

Exhibit A - Task Order

Exhibit B - Fee Schedule

Exhibit C- Insurance

EXHIBIT A

TASK ORDER

EXHIBIT B

FEE SCHEDULE

EXHIBIT C

INSURANCE

Pursuit to Section 7 of this Agreement, _____[firm] shall maintain the following schedule of insurance until the completion of any outstanding Task Order:

Commercial General Liability.....	$1,000,000 per Occurrence $2,000,000 Aggregate
Worker's Compensation.....	Statutory
Employer's Liability	$1,000,000 Per Occurrence $1,000,000 Aggregate
Professional Liability	$2,000,000 Aggregate
Umbrella Liability.....	$5,000,000 per Occurrence (coverage applies to Employer's Liability, Commercial General Liability, and Business Automobile Liability)

Each of these are provided

Attachment B

QUALIFICATIONS CERTIFICATION

Respondent Firm Name: _____
Respondent Contact Person: _____
Mailing Address: _____
Telephone: _____Email: _____
Federal Tax ID: _____ Certifications: _____

A. The signing party certifies that he/she is authorized to execute contracts on the inspection firm's behalf.

B. The signing party certifies on behalf of the responding inspection firm that he/she has read and understands all the information in the Request for Qualifications and in this response.

C. The signing party certifies on behalf of the responding inspection firm that all information submitted in this response is true and correct.

D. The signing party certifies on behalf of the responding inspection firm that the inspection firm will enter into an agreement with CLSUD, which includes CLSUD's standard terms and conditions of the contract in Attachment A of this RFP, except as to alternative language for specific provisions as stated in this response.

E. By signing below and submitting a response, the signing party on behalf of the responding inspection firm irrevocably:

- Grants CLSUD the right to investigate all references identified in the RFP.

- Authorizes all references identified in this response, and their officers, employees, and agents to furnish all information about the quality of services provided by the responding inspection firm.

- Releases and waives any claims the responding inspection firm or individual members of the firm may have against CLSUD, its officers, employees, or agents, and against all references identified in this response, and their officers, employees, and agents, related to information furnished during reference checks.

F. The respondent further certifies that:

- It does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of $100,000.00 or more to be paid under the

terms of this Contract pursuant to Texas Government Code, Chapter 2271, Section 2271.002. For this purpose, the term "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.

- It does not do business with Iran, Sudan, or a foreign terrorist organization pursuant to Texas Government Code, Chapter 2252, Section 2252.153.

- It does not boycott energy companies and will not boycott energy companies during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.

- It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.

- It is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country pursuant to Texas Government Code, Chapter 2274.

- It is qualified to perform the work and services outlined in the RFP.

- The RFP has been arrived at independently and submitted without collusion with any other Respondent, CLSUD staff or CLSUD contractor, and the contents of the RFP have not been communicated by the Respondent or, to the Respondent's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Respondent, and will not be communicated to any person prior to CLSUD's final action on this RFP prior to contract award. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a RFP for the work.

- The offers, terms and conditions of the RFP will remain valid and effective and may be relied on by CLSUD for ninety (90) days following the RFP closing date and time as identified in this RFP or addenda.

- It has provided disclosure of all known claims for losses, damages, or indemnification, including any settled, threatened, or ongoing litigation, as required in Submission Requirements.

Inspection Firm Name:

_____

By: _____ _____

Signature **Date**

Printed Name, Title

Subscribed and sworn to before me this ____day of _____, 2026

_____ **Notary stamp**

Notary Public signature

ATTACHEMENT C
CONFLICT OF INTEREST QUESTIONNAIR