REQUEST FOR PROPOSALS

CITY OF HILLSBORO

WATER LINE REPLACEMENT 2025-2027

February 23, 2026

BRIEF

The City of Hillsboro is accepting sealed proposals for the replacement of water lines throughout the City. Qualified firms are invited to submit proposals identifying their qualifications, daily or weekly rate, and estimated benchmark linear footage installed daily or weekly for evaluation. The proposals are due before 12:00 PM on March 13, 2026 and will be opened at 12:15 PM at 214 East Elm Street, Hillsboro, that same day. For full selection criteria, information and instructions please contact Jasmine Guy, City Secretary, at 254-582-3271 or jguy@hillsborotx.org.

SCHEDULE

Sealed proposals are due by 12:00 PM on March 13, 2026 at 214 East Elm Street in Hillsboro Texas. Proposals will be opened at 12:15 PM. The recommended firm will be subject to approval by the Hillsboro City Council at its regular meeting on March 17, 2026.

CONTACT

For selection criteria and to submit proposals, please contact Jasmine Guy, City Secretary, at 254-582-3271 or jguy@hillsborotx.org.

REQUESTED SERVICES

The City of Hillsboro is accepting sealed proposals for the replacement of water lines throughout the City, shown on Exhibit A. Qualified firms are invited to submit proposals identifying their qualifications, daily or weekly rate, and estimated benchmark linear footage installed daily or weekly for evaluation. The City will purchase materials as needed and the selected firm will replace water lines, valves, fire hydrants and service connections. The overall budget for this project is approximately $250,000 per fiscal year, and if successful could extend through September 30, 2027.

SUBMISSION AND AWARD PROCEDURES

Proposals should include the following:

1. Cost and benchmark linear footage of line installation per day

2. Project Experience: provide examples of similar projects illustrating cost-effectiveness, performance and production to support benchmark from #1 above. The City understands that benchmarks are estimates only and actual production will vary from week to week, but over the entirety of the project, the Proposer should be very close to their benchmark. Please use this section of the proposal to illustrate how the benchmark was chosen and why the City should be confident in this number.
3. Quality: provide references with contact information who can attest to the quality of your work

Proposals will be compared according to the following criteria:

1. Cost (awarded by scoring committee as a function of daily cost as well as daily production in linear feet of water line installed) – 60%
2. Experience (awarded by scoring committee based on evaluation of the experience indicated by the proposal) – 20%
3. Quality (awarded by scoring committee based on evaluation of the quality of previous work indicated by the proposal and by obtaining references) – 20%

APPENDICES

1. Exhibit A, Priority Water Line Segments
2. Exhibit B, City Contract Template

EXHIBIT A: PRIORITY WATER LINE SEGMENTS

Phase I Water Main Replacement		
Diameter	Material	Length (ft)
4	CAST	1970.8
6	AC	4966.4
6	CAST	3286.5
8	AC	5905.5
8	CAST	10756
10	CAST	7524.3
	Total:	34409.5

Phase II Water Main Replacement		
Diameter	Material	Length (ft)
2	CAST	313
4	CAST	2154.4
6	AC	4125.1
6	CAST	2140.8
8	AC	4172.6
8	CAST	5993.8
10	AC	4521.5
10	CAST	4421.4
	Total:	27842.6

Phase III Water Main Replacement		
Diameter	Material	Length (ft)
4	CAST	2376.5
6	AC	9597
6	CAST	6000.8
8	AC	2270.7
8	CAST	7902.4
10	AC	2060.4
10	CAST	827.19
	Total:	31034.99

Phase IV Water Main Replacement		
Diameter	Material	Length (ft)
2	CAST	1016.7
4	CAST	2316.8
6	CAST	3596.8
8	AC	13792
8	CAST	2205.3
10	CAST	63.276
	Total:	22990.876

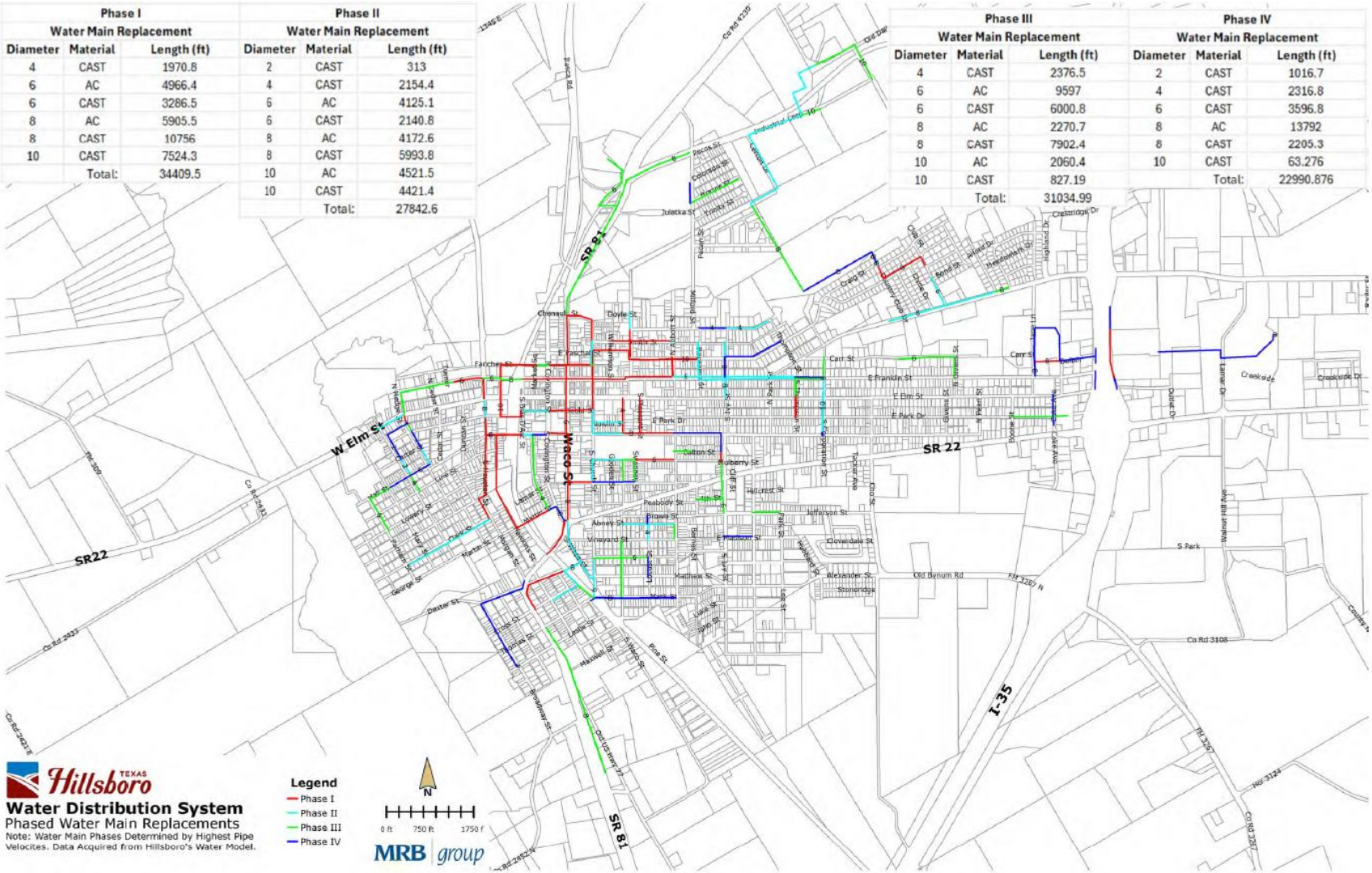

EXHIBIT B: CONTRACT TEMPLATE

In consideration of the mutual promises as set forth below, this Contract ("Contract") is entered into as of the date last executed below ("Effective Date"), by and between _____ ("PROVIDER"), with a mailing address of _____, and the **City of Hillsboro** ("CITY"), with a mailing address of 214 E. Elm Street, Hillsboro, Texas 76645.

Section I. Performance of Work

1.1 The PROVIDER hereby agrees to provide, perform, and complete to the satisfaction of the CITY all of the "Work" specified in "Exhibit A", attached hereto and incorporated by reference herein. The term "Work" as used herein shall mean any and all services, including but not limited to the detailed description of tasks set forth in "Exhibit A", to be performed by the PROVIDER

1.2 In performing the Work, the PROVIDER shall provide all necessary labor, services, transportation, information, data, and other means and items necessary to perform the Work.

1.3 The PROVIDER hereby covenants and agrees, as an independent contractor, to perform the Work required in strict accordance with the terms and provisions of this Contract and in a manner consistent with the level of care and skill ordinarily exercised for similar services in the State of Texas.

1.4 It is understood that the CITY has a vested interest in the quality of the Work to be performed under this Contract, and thus may make suggested revisions or recommendations regarding the Work to be performed under this Contract. The PROVIDER may accept or reject any such suggestions or recommendations. Acceptance of any such suggestions or recommendations shall not relieve the PROVIDER from any of PROVIDER's responsibilities or obligations under this Contract.

Section II. Contract Price and Payment

2.1 Payments for performance of the Work contemplated by this Contract shall be in the amount and in accordance with the provisions set forth in "Exhibit B", attached hereto and incorporated by reference herein.

2.2 Nothing contained in this Contract shall require CITY to pay for any Work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract.

2.3 CITY will not be required to make any payments to the PROVIDER, when the PROVIDER is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if the PROVIDER is in default,

including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. Nothing contained herein shall be construed as authorizing additional fees for services to complete actions not specifically listed for successful completion of the Work.

Section III. Term

3.1 The services of the PROVIDER shall commence on the Effective Date of this Contract and shall continue until the Work is completed.

3.2 The PROVIDER additionally agrees to abide by any and all schedules or timing representations set forth in “Exhibit A”.

Section IV. Revisions to Work

4.1 CITY reserves the right to direct substantial revision of the Work after acceptance by CITY as CITY may deem necessary; but in such event CITY shall pay the PROVIDER equitable compensation for services rendered in making such revisions. In any event, when the PROVIDER is directed to make substantial revisions that are in addition to or alter the Scope of Work established in “Exhibit A”, the PROVIDER shall provide to CITY a written proposal for the entire cost involved in the revisions.

4.2 Prior to the PROVIDER undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions, accept the method and amount of compensation, and the time required to perform all phases of the Work.

4.3 If revisions of the Work are required by reason of the PROVIDER’s error or omission, then such revisions shall be made by the PROVIDER without additional compensation and in a timeframe as directed by CITY.

4.4 It is expressly understood and agreed by the PROVIDER that any compensation not specified in “Exhibit B” shall require prior written approval by CITY.

Section V. The PROVIDER’s Coordination with CITY

5.1 The PROVIDER shall be available for conferences with CITY so that Work can be completed with the full benefit of CITY experience and knowledge of existing needs and facilities and be consistent with current policies and standards of the CITY. PROVIDER may request CITY to make available existing plans, maps, field notes, and other data in its possession relative to the Work.

Section VI. Termination

6.1 This Contract may be terminated at any time by CITY for any cause without penalty or liability. Upon receipt of such notice by CITY, the PROVIDER shall immediately

discontinue all services and actions on behalf of CITY.

6.2 As soon as practicable after receipt of notice of termination, the PROVIDER shall submit a written statement showing in detail the costs of services performed but not paid for under this Contract through the date of termination. The PROVIDER will forward to CITY all portions of the Work performed through the date of termination, including required warranties. CITY shall then pay the PROVIDER promptly the accrued and unpaid amounts due for services to the date of termination, to the extent the services are approved by CITY.

Section VII. Default

7.1 CITY may terminate this Contract without prejudice to any other remedy it may have, when the PROVIDER defaults in performance of any provision herein or fails to carry out the Work in accordance with the provisions of this Contract.

7.2 On such termination, CITY may take possession of all equipment, and/or parts pertinent to the equipment, purchased to date in performance of the Work, including required warranties, and finish the Work in whatever way CITY deems expedient. On such default by the PROVIDER, CITY may elect not to terminate the Contract, and in such event, CITY may make good the deficiency in which the default consists and deduct the costs from the Contract sum to become due to the PROVIDER.

Section VIII. Insurance

8.1 The PROVIDER shall, at PROVIDER's sole expense, maintain insurance coverage as set forth below:

General Liability Insurance:	
Bodily Injury	$ 1,000,000 per occurrence
Property Damage	$ 1,000,000 per occurrence
Aggregate	$ 2,000,000
Workers' Compensation:	Statutory
Automobile Liability:	$ 1,000,000 per claim / aggregate
Employers' Liability	$ 1,000,000 policy limit

8.2 The PROVIDER shall not commence providing Work under this Contract until such required insurance is in full force and effect, and until such insurance has been reviewed and deemed adequate by the CITY. The PROVIDER shall not allow any subcontractor to commence providing services on PROVIDER's subcontract until such time as PROVIDER's subcontractor(s) has obtained all requisite insurance. The PROVIDER

shall not commence any Work until the aforementioned requirements have been met. Approval of insurance by the CITY shall not relieve or decrease the liability of the PROVIDER hereunder.

8.3 All required policies shall name CITY as an additional insured, except Workers' Compensation and Employers' Liability Insurance. As proof of the PROVIDER's insurance coverage, the PROVIDER shall furnish to CITY valid certificates of insurance of the types and limits required herein, listing CITY as the certificate holder and additional insured, prior to commencing Work on the project. In the event PROVIDER's insurance coverage does not provide for automatic additional insured coverage, PROVIDER shall provide CITY an additional insured endorsement along with its certificate. In addition, the required insurance coverage shall contain a provision that coverage afforded under the policies will not be materially changed or canceled without provision of thirty (30) days written notice to CITY. The insurance requirements shall remain in effect throughout the term of the Contract.

8.4 Concerning insurance to be furnished by the PROVIDER, it is a condition precedent to acceptability thereof that:

i. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by the PROVIDER; and

ii. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas.

8.5 The PROVIDER agrees to the following:

i. The PROVIDER hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall not have the right to recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

ii. Companies issuing the insurance policies and the PROVIDER shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of the PROVIDER.

iii. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by the PROVIDER (or any subcontractors) shall not relieve PROVIDER of full responsibility or liability, if any, for damages and accidents as set forth in the Contract. Neither shall the insolvency or denial of liability by the insurance company exonerate the PROVIDER from liability.

iv. No special payments shall be made for any insurance that the PROVIDER and

subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices.

v. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

8.6 PROVIDER agrees to cooperate with CITY and the City's Insurance Manager, including without limitations: prior to commencement of Services providing valid certificates of insurance of the types and limits required herein, including appropriate endorsements and conditions, to the Insurance Manager, whether electronically or otherwise; communicating to and receiving communications from the Insurance Manager, whether electronically or otherwise; providing updated insurance information to the Insurance Manager in accordance with the terms of this Agreement, including, but not limited to, annual renewals; and cooperating with the CITY and the Insurance Manager in any other way as necessary in relation to provision of insurance documentation required by this Agreement. No action or inaction on the part of the CITY in relation to the acceptance, rejection, or processing of PROVIDER's insurance documents, including any communications or lack thereof, shall waive or otherwise invalidate PROVIDER's responsibility to maintain insurance coverage in the types and amounts set forth herein, including any other insurance-related conditions required by the terms of this Agreement.

Section IX. No Third-Party Beneficiary

9.1 No claim as a third-party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the CITY, and the CITY shall not be liable for or be held to pay any money to any such person.

Section X. Successors and Assigns

10.1 The PROVIDER shall not assign this Contract in whole or part, assign any of its rights or obligations under this Contract or assign any payment due or to become due under this Contract, without the prior, express written consent of the CITY.

10.2 Any attempted or purported assignment by the PROVIDER without the CITY's approval shall be void and of no force and effect and shall constitute a default under this Contract.

Section XI. Liability

11.1 Acceptance of the Work by CITY shall not constitute nor be deemed a release of the responsibility and liability of the PROVIDER, its employees, agents, assigns or subcontractors for the accuracy and competency of the Work contemplated by this Contract.

11.2 The PROVIDER shall be solely and completely responsible for performing the Work

with diligence and in a manner consistent with the level of care and skill ordinarily exercised for such similar services in the State of Texas.

Section XII. Indemnification

12.1 THE PROVIDER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL INDEMNIFY, KEEP, SAVE AND HOLD CITY HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

12.2 IN ADDITION, THE PROVIDER AGREES TO INDEMNIFY, KEEP, SAVE AND HOLD CITY HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST CITY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF THE PROVIDER IN THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PROVIDER OR THE PROVIDER'S AGENTS, SUBCONTRACTOR, ASSIGNS OR EMPLOYEES. IN THE EVENT A JUDGMENT IS RECOVERED AGAINST CITY FOR ANY SUCH LIABILITY, COSTS OR EXPENSES, SUCH JUDGMENT SHALL BE CONCLUSIVE AGAINST THE PROVIDER.

12.3 IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE PROVIDER THAT SUCH INDEMNITY IS INDEMNITY BY THE PROVIDER TO INDEMNIFY AND PROTECT CITY FROM LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROVIDER, THE PROVIDER’S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROVIDER EXERCISES CONTROL. CITY AGREES TO GIVE PROVIDER PROMPT NOTICE OF ANY CLAIM, CONTROL OF THE DEFENSE OR SETTLEMENT OF THAT CLAIM AND REASONABLE ASSISTANCE AND INFORMATION RELATED TO THE CLAIM.

Section XIII. Confidentiality

13.1 During the performance of this Contract, the PROVIDER has or will have access to confidential or proprietary information belonging to CITY. The PROVIDER herein agrees to maintain the confidentiality of the information received from CITY and information derived from performance of the Work.

13.2 This obligation shall not apply to information already in the public domain or to disclosures required by law, including the Texas Public Information Act.

Section XIV. Severability

14.1 If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section XV. Independent Contractor

15.1 The PROVIDER covenants and agrees that PROVIDER is an independent contractor and not an officer, agent, servant, or employee of CITY. The PROVIDER hereby acknowledges that it shall have exclusive control of and exclusive right to control the details of the Work, performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, and subcontractors.

15.2 In addition, the PROVIDER agrees that the doctrine of *respondeat superior* shall not apply as between CITY and the PROVIDER, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and the PROVIDER.

Section XVI. Disclosure

16.1 By signature of this Contract, the PROVIDER acknowledges to CITY that PROVIDER has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect.

16.2 The PROVIDER further agrees that PROVIDER will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

Section XVII. Compliance with Laws and Licenses

17.1 The PROVIDER shall at all times observe and comply with all the provisions of the laws of the State of Texas and federal laws, rules, and regulations which in any manner limit, control, or apply to the actions or operations of the PROVIDER, his subcontractor(s), or his or their employees, agents or servants, engaged in performance of the Work.

Section XVIII. Venue and Choice of Law

18.1 The parties to this Contract agree and covenant that this Contract will be enforceable in Hill County, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Hill County, Texas.

18.2 This Contract shall be construed under Texas law (without regard for choice of law considerations).

Section XIX. Entire Agreement

19.1 This Contract sets forth the entire agreement between the CITY and the PROVIDER with respect to the accomplishment of the Work and the payment of the Contract price therefore, and there are no other understandings or agreements, oral or written, between the CITY and the PROVIDER with respect to the Work and the compensation therefore, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Section XX. Amendments

20.1 No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed by the CITY and the PROVIDER.

Section XXI. Headings

21.1 The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section XXII. Remedies

22.1 No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition of this Contract.

Section XXIII. Review of Contract

23.1 The PROVIDER has carefully examined, reviewed, and accepted this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to the PROVIDER's provision, performance or completion of the Work, the Contract price or Contract schedule that have not been clarified in writing by the CITY to the satisfaction of the PROVIDER.

Section XXIV. Right to Audit

24.1 The PROVIDER shall establish and maintain a reasonable accounting system that enables CITY to readily identify the PROVIDER’s assets, expenses, costs of goods, and use of funds. CITY and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the PROVIDER,

including, but not limited to those kept by the PROVIDER, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; Contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

24.2 The PROVIDER shall, at all times during the term of this Contract and for a period of ten years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. The PROVIDER shall at any time requested by CITY, whether during or after completion of this Contract, and at the PROVIDER's own expense make such records available for inspection and audit (including copies and extracts of records as required) by CITY. Such records shall be made available to CITY during normal business hours at the PROVIDER's office or place of business and subject to a three-day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for CITY.

24.3 The PROVIDER shall ensure CITY has these rights with the PROVIDER's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the PROVIDER and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the PROVIDER's obligations to CITY.

Section XXV. Security & Emergency Management

25.1 The PROVIDER shall coordinate any relevant security matters with the CITY. In the event of an emergency, the PROVIDER shall be responsible for effectively and efficiently notifying CITY.

25.2 If requested by CITY, the PROVIDER shall familiarize themselves with the CITY's emergency management programs, notification flowcharts, and response processes established by CITY. In the event of an emergency, PROVIDER shall follow all of CITY's emergency management programs as well as efficiently and effectively notify CITY of such emergency.

Section XXVI. Boycotting Provisions

26.1 PROVIDER hereby verifies that PROVIDER:

i. Does not currently, and will not for the term of this Contract, boycott Israel;

ii. Does not currently, and will not for the term of this Contract, boycott any company that engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law;

iii. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association;

iv. Is not owned by, or the majority of stock or other ownership interest of PROVIDER is not held or controlled by:

a. Individuals who are citizens of China, Iran, North Korea, Russia, or any other country designated as a threat to critical infrastructure.
b. A company or other entity, including governmental entities, that is owned or controlled by citizens of, or is directly controlled by the government of, China, Iran, North Korea, Russia, or any other country designated as a threat to critical infrastructure;

v. Is not headquartered in China, Iran, North Korea, or Russia; and

vi. Agrees not to access CITY networks or enter CITY facilities with any device that contains software or hardware that is prohibited by the CITY.

Section XXVI. Notices

26.1 All notices, communications, and reports required under the Contract shall be personally delivered or mailed to the respective parties by certified mail, return receipt requested, or by standard overnight courier, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a change in address. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for CITY, to:

City of Hillsboro
214 E. Elm Street
Hillsboro, Texas 76645

If intended for the PROVIDER, to:

_____
_____
_____

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, in multiple counterparts, intending to be bound thereby as of the Effective Date.

CITY OF HILLSBORO **PROVIDER**

By:_____

Name: _____

Title: **CITY MANAGER**

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK