

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the 15th day of September, 2015, by and between the County of Hidalgo, Texas acting by and through URBAN COUNTY PROGRAM ("County") and **HLH APPRIASAL SERVICES** ("Appraiser").

WITNESSETH:

WHEREAS, the County requires appraisal review services for: **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within the City of Palmview**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services",

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ),

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities;

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal review services;

WHEREAS, County has selected the Appraiser to provide the appraisal review services within Hidalgo County Precinct No. 3 within the City of Palmview, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County **The Fair Market Value Appraisal Reviews in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within the City of Palmview** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". *In the event the Appraiser does not provide the fair market value appraisal review prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal review is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County. Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal review ordered, Appraiser must advise in written notice to Hidalgo County-Urban County Program to authorize and to secure additional time to comply.*

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract is for a period of **one (1) year**, effective **August 15, 2015**, and will expire **August 15, 2016** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order.

The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas,

and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed

by County and Appraiser, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County-Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Avenue, Suite. 107
Alamo, Texas 78516

If to Appraiser: HLH APPRIASAL SERVICES
Attn: HARVEY L. HEERSSEN, CERTIFIED GENERAL APPRIAER
6107 ABERTON FOREST DRIVE
HOUSTON, TEXAS 77084

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

22. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

24. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

25. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the

provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

27. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS WHEREOF, the Appraiser and the Party have caused this Agreement for Professional Services to be effective as of the 15th day of September, 2015.

By: _____
Harvey L. Heerssen, TX State Certified General Appraiser

Firm Name: Harvey L. Heerssen
Address: 6107 Aberton Forest Drive
City/ST/Zip Houston, TX 77084
FED ID #/SS# 462-66-4872

=
STATE OF TEXAS *
*
COUNTY OF HIDALGO *

This instrument was acknowledged before me on this the ____ day of _____, 2015 by _____ of and on behalf of _____ (title) (a corporation) (a partnership) (a sole proprietorship).

(seal)

Notary Public- Signature



COUNTY OF HIDALGO URBAN COUNTY PROGRAM

WITNESS

DIANA R. SERNA, UCP DIRECTOR

APPROVED AS TO FORM: on 9-2-2015
Atlas, Hall & Rodriguez, LLP
By: _____
Stephen L. Crain, Attorney

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

EXHIBIT "A"
SERVICES TO BE PROVIDED BY APPRAISER

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

August 14, 2015

Ms. Guadalupe V. Garcia
UCP Coordinator II
Hidalgo County-Urban County Program
427 E. Duranta Avenue
Alamo. TX. 78516

RE: Letter of Best and Final Offer for "Appraisal Review Services" for Precinct 3 La Homa Road/Bridge Project

Dear Ms. Garcia

This letter is in reference to your recent request for my best and final offer for appraisal review services for the La Homa Road/Bridge Project. Please see Attachment No. 1 reflecting Exhibits A & B regarding Scope of Work and Fee Schedule

In accordance with your request, also attached are the following:

- Certification Regarding Debarment
- W-9 Taxpayer Form
- Affidavit regarding Workers Compensation
- Executed and Recorded Conflict of Interest Statement
- Current Insurance Acord Statements for Auto, General Liability and Professional Liability (E & O)

The above forms were submitted to the Hidalgo County Purchasing Dept on February 2, 2015 for the RFQ No. 2015-009-02-04 -SGS and are on file in their office. Also, your office has the required forms I submitted on previous projects for Urban County.

You will also note that I am a sole proprietor doing business as HLH Appraisal Services and have no employees working for me. Thus, the necessity for the Affidavit & Indemnity Agreement accepted by Hidalgo County and other clients.

Please advise if any additional information is needed. Thank you.

HLH: hh

Sincerely,



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

EXHIBIT "B"
FEE SCHEDULE

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

ATTACHMENT NO. 1

Exhibit A- The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on the above project. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Urban County Program.

Exhibit A- My fee schedule for this project is \$450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of \$225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County Urban County Program. **This is my best and final offer of my Scope of Services and proposed fee schedule for appraisal review services for this project.**

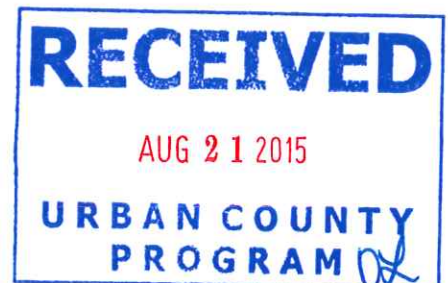


EXHIBIT "C"
INSURANCE REQUIREMENTS



ADDITIONAL REMARKS SCHEDULE

AGENCY STANLEY MCDONALD AGCY IL, INC/PHS		NAMED INSURED HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES	
POLICY NUMBER SEE ACORD 25		6107 ABERTON FOREST DR HOUSTON TX 77084	
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate holder per the Business Liability Coverage Form SS0008 attached to this policy. County of Hidalgo are listed as additional insured. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

AFFIDAVIT & INDEMNITY AGREEMENT

Date: January 27, 2015

Affiant: Harvey L. Heerssen

Affiant on oath swears that the following statements are true and are within the personal Knowledge of Affiant.


Affiant Harvey L. Heerssen is a sole proprietor doing business as :

HLH Appraisal Services with Hidalgo County, L & G Engineering and Texas Department of Transportation (TxDOT), and Hidalgo County Regional Mobility Authority (HCRMA) and other clients involved in right of way acquisition on roads and drainage projects. Affiant will provide service for all clients listed.

Affiant further states that he has no employee (s) and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant will immediately notify the clients listed above and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo, L & G Engineering, TxDOT and HCRMA and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not



Printed Name of Affiant: Harvey L. Heerssen

SWORN AND SUBSCRIBED TO UNDER OATH BEFORE ON

January 27, 2015



Notary Public, State of Texas



Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2015 02579910

Instrument Number: 2015-2579910

Recorded On: January 21, 2015

As
Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

** Examined and Charged as Follows: **

Recording	26.00
Total Recording:	26.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-2579910

Receipt Number: 1494351

Recorded Date/Time: January 21, 2015 03:36P

Record and Return To:

HARVEY L HEERSSEN

6107 ABERTON FOREST DR

HOUSTON TX 77084

User / Station: M Cantu - Cash Station 03

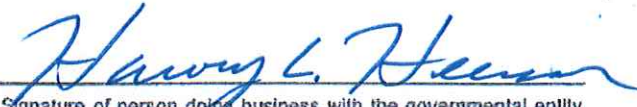


STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Harvey L. Heerssen dba HLH Appraisal Services</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;"><u>None-Not Applicable</u></p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No Not Applicable</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No Not Applicable</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No Not Applicable</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;"></p> <p style="text-align: center;">Signature of person doing business with the governmental entity Harvey L. Heerssen</p> <p style="text-align: right;">1-20-15 Date</p>		

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Harvey L. Heerssen		
	2 Business name/disregarded entity name, if different from above dba HLH Appraisal Services		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 6107 Aberton Forest Drive	Requester's name and address (optional)	
	6 City, state, and ZIP code Houston, TX. 77084		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
4	6	2	-	6	6	-	4	8	7	2
OR										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 1-20-15
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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


By signing the filled-out form, you:

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

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: 
Print Name: Harvey L. Heerssen
Title: Owner -dba HLH Appraisal Services
DUNS No. : 079951209
Telephone Number: 281-855-7763 & 281-799-5652 -
Cell
Date: August 20, 2015

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

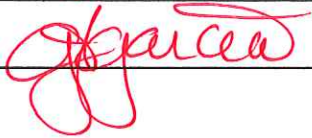
*****UCP STAFF ONLY*****

VERIFICATION

DATE VERIFIED ON SAM: 8-26-2015

HAS ACTIVE EXCLUSIONS? _____ YES _____ NO

UCP COORDINATOR NAME: Guadalupe V. Garcia

UCP COORDINATOR SIGNATURE: 

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 079951209
Functional Area: Entity Management, Performance Information

No Search Results

[View assistance for Search Results](#)

Search Results

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.P.34.20150710-1415



Zimbra

sandra.regalado@co.hidalgo.tx.us

Fwd: Request for Review

From : Guadalupe V. Garcia
<guadalupe.garcia@co.hidalgo.tx.us>

Wed, Sep 02, 2015 02:12 PM

Subject : Fwd: Request for Review

To : Sandra Regalado <sandra.regalado@co.hidalgo.tx.us>

see Mr. Crains email.

I will forward the corrected contracts for the agenda attachment.

thanks!

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"Sometime Something Amazing Comes Along... Well, Here I AM!".

-Audra Vega

From: "Steve Crain" <scrain@atlashall.com>

To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>

Sent: Wednesday, September 2, 2015 11:59:11 AM

Subject: RE: Request for Review

Take out the "and" after the first, second, third and fourth whereas clauses.

From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]

Sent: Wednesday, September 02, 2015 9:43 AM

To: Steve Crain

Cc: Antonio Barco; P.R. Avila II; Sandra Regalado

Subject: Request for Review

Mr. Crain:

Attached please find two contracts for your review.

- 1) Appraisal Services
- 2) Appraisal Review Services.

Please note these contracts were drawn up by the Hidalgo County Purchasing Department, Leticia Hernandez, and have been previously reviewed and approved as to form.