AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 10, 2016
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Prayer**

3. **Open Forum**

4. **Approval of Consent Agenda**

5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations

6. AI -54530
A. Request approval to create 3 Mechanic III positions from the Maintenance & Operations Budget and set Salary at $36,455.00
B. Request approval to create 1 Head Mechanic position from the Maintenance & Operations Budget and set Salary at $45,923.00
C. Request approval to create 10 Part-Time Temporary Maintenance I positions and set salary at $12.88 per hour.
D. Approval of Revised Salary Schedule and Budget Amendment to fund new positions as noted in items A,B, and C in the amount of $285,948.00

7. AI -54246
Request approval to reclassify the purchase of ten Caterpillar haul trucks (6 @ $144,194.82) and (4 @ $145,306.41) and one Excavator (1 @ $226,318) to the General fund for the 2015 calendar year. These trucks and equipment were originally purchased from Fund 132 bond proceed interest that was budget for the purpose of working on the East Lateral. Subsequent to this purchase it was determined that the use of these haul trucks after the completion of the East lateral would be utilized for the construction of the Mission Inlet and for the future Raymondville drain project. Project funds will be used to reimburse the General fund for the wages and fringes of the ten truck drivers that were

budget specifically for the East Lateral. Remainder of funds will be used for the completion of the original bond projects out of the 2006 bond referendum / 2007 and 2008 bond series.

8. AI -54389 Request approval to issue payment for Payment Application No. 6 in the amount of $22,027.50 to Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain. Project Engineer: DOS Logisticts, Inc. PO#625452

9. AI -54535 Request approval on a payment of Claim for Right of Way acquisition services related to the East Lateral. Services were provide by RGV Right of Way Services,LLC for an additional eight parcels through Tedsi Infrastructure Group LLP.
Amount of invoice is $17,185.86.

10. AI -54207 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc)as attached hereto for: Hidalgo County Drainage District No. 1-“PIPES-Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe”-RFB No.: HCDD1-16-025-06-01. Including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

11. AI -54476 Authority to advertise and approval of plans and specifications developed by project engineer, Mr. Jose N. Saldivar, P.E., for: Hidalgo County Drainage District No. 1 -"Tex-Mex Drain Ditch Improvements (Road Crossings)"-RFB No. HCDD1-16-026-06-01, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

12. AI -54495 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc)as attached hereto for: Hidalgo County Drainage District No. 1-“Gasoline, On & Off Highway Diesel Fuel”-RFB No.: HCDD1-16-027-06-01. Including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

13. AI -54515 Requesting approval of Work Authorization No. 4 to Professional Services Agreement with L&G Consulting Engineers Inc. as it relates to On Call Construction Material Testing Services for J-09 Drain Improvements Phase II Construction Rio Grande Care Rd. to North Main Drain in the amount of $22,243.07. (Subject to HB1295)

14. AI -54516 Requesting approval of Work Authorization No. 2 to Agreement for Professional Engineering Services with Halff Associates, Inc. as it relates to Engineering Services for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range project located on HCDD1 yard for a total amount of $151,788.00. (subject to compliance with HB 1295)

15. AI -54533 A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by HCDD1 Board of Directors in connection with Professional Engineering Services required for Pct. 2 & Pct. 3 - Roadway System off site Drainage Improvements.

FIRM NAME:	SCORE:	RANK:
L&G Engineering	99	
Javier Hinojosa Engineering	97	
Quintanilla Headley & Associates Inc.	96	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provisions of Professional Engineering Services for Pct. 2 & Pct. 3 - Roadway System off site Drainage Improvements.

16. AI -54534 Requesting approval of Change Order No. 2 with Texas Cordia Construction, LLC in the amount of $84,883.00 for Construction Contract No. HCDD1-15-009-07-22A "Pct. 4-Hoehn Rd. Area Drainage and Road Improvements and approval for HCDD1 General Manager to sign.

17. AI -54537 Requesting approval of final negotiated Professional Service Agreement No. C-HCDD1-16-002-05-10; in the amount of $6,932.60 with Quintanilla Headley & Associates, Inc. as it relates to Surveying Services for North Branch Drain & Tex Mex Drain Improvement Project. Approved for negotiations by HCDD1 Board of Directors on April 19, 2016. (Subject to HB1295)

18. AI -54536 2013 Bonds Budget 370- Drainage Control Structure - Weslaco North Lateral request approval to issue payment on the following item:
Application for Payment No. 2 in the amount of 138,234.60 to M-5 Texas Enterprises, LLC related to Contract No. 1-14-028-10-28 Project Engineer: Tedsi Infrastructure Group; project is eighty percent complete.

19. AI -54480 Land Acquisition:
A. Acceptance of final acquisition amounts for the following drainage easements/parcels pertaining to Pct.2 PSJA Drain & Pharr-McAllen South Drain Projects:

Parcel No. 6 $6,101.00-Juanita De Leon
Parcel No. 12 $ 368.00-Maria Cruz Fuentes
Parcel No. 13 $ 161.00-Maria Cruz Fuentes

B. Approval to issue manual payment for the acquisition of drainage easements/parcels listed on Item A.

Closed Session:

20. Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

21. **Open Session:**

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

Closed Session:

22. Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

Open Session:

23. Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

24. **Adjourn**

AI -54530 6.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to create 3 Mechanic III positions from the Maintenance & Operations Budget and set Salary at $36,455.00
B. Request approval to create 1 Head Mechanic position from the Maintenance & Operations Budget and set Salary at $45,923.00
C. Request approval to create 10 Part-Time Temporary Maintenance I positions and set salary at $12.88 per hour.
D. Approval of Revised Salary Schedule and Budget Amendment to fund new positions as noted in items A,B, and C in the amount of $285,948.00

BACKGROUND

Fiscal Impact

Attachments

Part Time Salary Schedule

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Alvaro Chuc Started On: 05/06/2016 01:06 PM

Final Approval Date: 05/06/2016

HIDALGO COUNTY DRAINAGE DISTRICT No.1

Part-Time Temporary Maintenance I Slots

AS OF MAY 10, 2016

SLOT	POSITION TITLE	2016 BUDGETED SALARY	G/S
1	Temporary Maintenance I	$ 10,407.00	G5-S1
2	Temporary Maintenance I	$ 10,407.00	G5-S1
3	Temporary Maintenance I	$ 10,407.00	G5-S1
4	Temporary Maintenance I	$ 10,407.00	G5-S1
5	Temporary Maintenance I	$ 10,407.00	G5-S1
6	Temporary Maintenance I	$ 10,407.00	G5-S1
7	Temporary Maintenance I	$ 10,407.00	G5-S1
8	Temporary Maintenance I	$ 10,407.00	G5-S1
9	Temporary Maintenance I	$ 10,407.00	G5-S1
10	Temporary Maintenance I	$ 10,407.00	G5-S1

$104,070

Not to exceed 6 months

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - ADMINISTRATION BUDGET 003

AS OF MAY 10, 2016

SLOT	POSITION TITLE	2016 BUDGETED SALARY	G/S
1	ACCOUNTANT IV	$ 53,565.00	G14-S1
2	ACCOUNTANT III	$ 45,923.00	G12-S1
3	ACCOUNTS PAYABLE SPECIALIST II	$ 34,936.00	G8-S2
4	OPERATIONS MANAGER	$ 74,562.00	G17-S4
5	EXECUTIVE ASSISTANT I	$ 45,497.00	G11-S3
6	ADMINISTRATIVE ASSISTANT II	$ 38,256.00	G6-S10
7	PROCUREMENT MANAGER	$ 57,315.00	G14-S3
8	ADMINISTRATIVE ASSISTANT II	$ 28,940.00	G6-S1
9	ACCOUNTS PAYABLE SPECIALIST III	$ 40,790.00	G10-S2
10	CUSTODIAN II	$ 23,777.00	G3-S2
11	GENERAL MANAGER	$ 195,700.00	N/A
12	CHIEF FINANCIAL OFFICER	$ 86,969.00	G19-S4
13	GIS OPERATOR II	$ 56,795.00	G10-11
14	ENGINEER II	$ 72,874.00	G18-S1
15	IT MANAGER	$ 57,850.00	G15-S1
16	PERSONNEL SPECIALIST I	$ 41,559.00	G9-S5
17	ACCOUNTING SUPERVISOR	$ 62,478.00	G16-S1
		$ 1,017,786.00	

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - ADMINISTRATION BUDGET 003

AS OF MAY 10, 2016

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - MAINTENANCE - BUDGET 006

AS OF JANUARY 1, 2016

SLOT	POSITION TITLE	2016 BUDGETED SALARY	G/S
1	INVENTORY SPECIALIST II	$ 30,966.00	G6-S3
2	TIRE REPAIR SPECIALIST	$ 34,537.00	G7-S4
3	ASST FIELD SUPERVISOR	$ 39,371.00	G10-S1
4	EQUIPMENT OPERATOR I	$ 30,548.00	G5-S5
5	EQUIPMENT OPERATOR I	$ 30,548.00	G5-S5
6	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
7	ASST FIELD SUPERVISOR	$ 39,371.00	G10-S1
8	EQUIPMENT OPERATOR III	$ 36,455.00	G9-S1
9	EQUIPMENT OPERATOR III	$ 36,455.00	G9-S1
10	EQUIPMENT OPERATOR III	$ 36,455.00	G9-S1
11	EQUIPMENT OPERATOR II	$ 33,443.00	G7-S3
12	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
13	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
14	ASST FIELD OPERATIONS	$ 62,478.00	G16-S1
15	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
16	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
17	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
18	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
19	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
20	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
21	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
22	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
23	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
24	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
25	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
26	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
27	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
28	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
29	FIELD SUPERVISOR I	$ 53,958.00	G12-6

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - ADMINISTRATION BUDGET 003

AS OF MAY 10, 2016

30	FIELD OPERATIONS DIRECTOR	$	78,704.00	G19-S1
31	FIELD SUPERVISOR I	$	49,137.00	G12-S3
32	FIELD SUPERVISOR I	$	49,137.00	G12-S3
33	FIELD SUPERVISOR I	$	49,137.00	G12-S3
34	FIELD SUPERVISOR I	$	49,137.00	G12-S3
35	FLEET SPECIALIST	$	49,137.00	G12-S3
36	FIELD SUPERVISOR I	$	49,137.00	G12-S3
37	INVENTORY SPECIALIST II	$	31,979.00	G6-S4
38	MAINTENANCE III	$	31,255.00	G7-S1
39	MAINTENANCE III	$	31,255.00	G7-S1
40	MAINTENANCE II	$	29,610.00	G5-S4
41	MAINTENANCE II	$	29,610.00	G5-S4
42	MAINTENANCE II	$	28,383.89	G5-S4
43	MAINTENANCE III	$	31,255.00	G7-S1
44	MAINTENANCE III	$	31,255.00	G7-S1
45	MAINTENANCE II	$	29,610.00	G5-S4
46	EQUIPMENT OPERATOR III	$	36,455.00	G9-S1
47	MAINTENANCE II	$	29,610.00	G5-S4
48	MAINTENANCE II	$	29,610.00	G5-S4
49	MAINTENANCE III	$	31,255.00	G7-S1
50	MAINTENANCE III	$	31,255.00	G7-S1
51	MAINTENANCE II	$	29,610.00	G5-S4
52	MAINTENANCE II	$	29,610.00	G5-S4
53	MAINTENANCE III	$	31,255.00	G7-S6
54	MAINTENANCE II	$	29,610.00	G5-S4

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - MAINTENANCE - BUDGET 006

AS OF MAY 10, 2016

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - ADMINISTRATION BUDGET 003

AS OF MAY 10, 2016

SLOT	POSITION TITLE	2016 BUDGETED SALARY	G/S
55	MAINTENANCE II	$ 29,610.00	G5-S4
56	MAINTENANCE II	$ 29,610.00	G5-S4
57	MAINTENANCE II	$ 29,610.00	G5-S4
58	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
59	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
60	EQUIPMENT OPERATOR III	$ 40,283.00	G9-S4
61	MAINTENANCE II	$ 29,610.00	G5-S4
62	MECHANIC III	$ 38,479.00	G8-S5
63	MECHANIC III	$ 38,479.00	G8-S5
64	MECHANIC III	$ 38,479.00	G8-S5
65	MECHANIC IV	$ 39,371.00	G10-S1
66	EQUIPMENT OPERATOR III	$ 40,283.00	G9-S4
67	MAINTENANCE IV	$ 31,255.00	G7-S1
68	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
69	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
70	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
71	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
72	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
73	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
74	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
75	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
76	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
77	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
78	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
79	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
80	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
81	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
82	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
83	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
84	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
85	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
86	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - ADMINISTRATION BUDGET 003

AS OF MAY 10, 2016

87	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - ADMINISTRATION BUDGET 003

AS OF MAY 10, 2016

88	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
89	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
90	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
91	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
92	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
93	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
94	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
95	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
96	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
97	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
98	EQUIPMENT OPERATOR I	$	29,610.00	G5-S3
99	EQUIPMENT OPERATOR I	$	29,610.00	G5-S3
100	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
101	EQUIPMENT OPERATOR I	$	29,610.00	G5-S4
102	TRUCK DRIVER III	$	33,443.00	G7-S3
103	TRUCK DRIVER III	$	32,577.00	G7-S2
104	WELDER SPECIALIST III	$	42,835.00	G9-S6
105	WELDER SPECIALIST III	$	42,835.00	G9-S6
106	EQUIPMENT OPERATOR III	$	37,731.00	G9-S2
107	PROCUREMENT SPECIALIST II	$	36,455.00	G9-S1
108	ENGINEER III	$	85,000.00	G20-S1
109	ENGINEERING TECH IV	$	45,923.00	G12-S1
110	SURVEYING TECH II	$	39,371.00	G10-S1
121	ASST FIELD SUPERVISOR	$	44,883.00	G10-S5
122	Mechanic III	$	36,455.00	G9-S1
123	Mechanic III	$	36,455.00	G9-S1
124	Mechanic III	$	36,455.00	G9-S1
125	Head Mechanic I	$	45,923.00	G12-S1
		$	4,181,362.89	

NEW POSITIONS -FOR 2016 ARE SLOT NUMBERS 106-110

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - ADMINISTRATION BUDGET 003
AS OF MAY 10, 2016

HIDALGO COUNTY DRAINAGE DISTRICT #1

2016 SALARY SCHEDULE - EAST LATERAL CONSTRUCTION - BUDGET 007
AS OF MAY 10, 2016

SLOT	POSITION TITLE	2016 BUDGETED SALARY	G/S
111	TRUCK DRIVER III	$ 31,255.00	G7-S1
112	TRUCK DRIVER III	$ 31,255.00	G7-S1
113	TRUCK DRIVER III	$ 31,255.00	G7-S1
114	TRUCK DRIVER III	$ 31,255.00	G7-S1
115	TRUCK DRIVER III	$ 31,255.00	G7-S1
116	TRUCK DRIVER III	$ 31,255.00	G7-S1
117	TRUCK DRIVER III	$ 31,255.00	G7-S1
118	TRUCK DRIVER III	$ 31,255.00	G7-S1
119	TRUCK DRIVER III	$ 31,255.00	G7-S1
120	TRUCK DRIVER III	$ 31,255.00	G7-S1
		$ 312,550.00	

HCDD#1's General Fund will get reimbursed from East Lateral account

5,511,698.89

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

902 N. Doolittle Road Edinburg, Texas 78542 (956)292-7080 Fax (956)292-7089

DATE **5/10/2016**
DEPARTMENT HEAD Raúl E. Sesin, P.E., CFM
DEPARTMENT NAME Hidalgo County Drainage Distrirct
ACCOUNT NUMBER 16-110-433-006-41130-000-000

Maintenance & Operations

SUBJECT **Budget Amendment**
In Accordance with Water Code, Chapter 49
HIDALGO CONTY DRAINAGE DISTRICT #1 BOARD OF DIRECTORS

I would like to request the following amendments (increases) to my departmental budget in accordance with Water Code, Chapter 49

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
16-110-433-006-41130-000-000	Salaries Full Time Employees	220,537.00
16-110-433-006-42110-000-000	Health Insurance	18,504.00
16-110-433-006-42120-000-000	Life Insurance	113.00
16-110-433-006-42200-000-000	FICA	16,871.00
16-110-433-006-42300-000-000	Retirement	15,257.00
16-110-433-006-42500-000-000	Unemployment	662.00
16-110-433-006-42600-000-000	Workers Compensation	14,004.00
	TOTAL BUDGET INCREASE REQUEST	**$285,948.00**

REASON: Budget Amendment needed to fund 3 new Mechanic III positions, 1 Head Mechanic and 10 part-time Laborers for the remainder of 2016.

Department Head

5-6-2016
DATE

Board Of Directors

DATE

AI -54246 7.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to reclassify the purchase of ten Caterpillar haul trucks (6 @ $144,194.82) and (4 @ $145,306.41) and one Excavator (1 @ $226,318) to the General fund for the 2015 calendar year. These trucks and equipment were originally purchased from Fund 132 bond proceed interest that was budget for the purpose of working on the East Lateral. Subsequent to this purchase it was determined that the use of these haul trucks after the completion of the East lateral would be utilized for the construction of the Mission Inlet and for the future Raymondville drain project. Project funds will be used to reimburse the General fund for the wages and fringes of the ten truck drivers that were budget specifically for the East Lateral. Remainder of funds will be used for the completion of the original bond projects out of the 2006 bond referendum / 2007 and 2008 bond series.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Lora Briones Started On: 04/15/2016 02:21 PM

Final Approval Date: 05/06/2016

AI -54389 8.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue payment for Payment Application No. 6 in the amount of $22,027.50 to Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain. Project Engineer: DOS Logisticts, Inc. PO#625452

BACKGROUND

Fiscal Impact

Attachments

PMT#6-Alamo Exp Dr

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Claudette Guerrero Started On: 04/28/2016 10:48 AM

Final Approval Date: 05/06/2016

Hidalgo County Drainage District No. 1

902 North Doolittle Road Edinburg, Texas 78542 Office: (956) 292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 4/12/2016

Engineer/Firm Name: DL, Inc./Texas Cordia

Project Name/Number: Pct. 2 Alamo Expressway Drain

Invoice No.: Application No. 6

Purchase Order No.: 625452

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos _____ Date: _____

Claudette Guerrero _____ Date: _____

Total # of Pages Submitted: 27

Attachments: _____

Amount: $22,027.50

Forwarded to: Jose N. Saldivar _____ Date: _____

Forwarded to: Lora Briones _____ Date: _____

Additional Comments: _____

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

APPLICATION AND CERTIFICATE FOR PAYMENT

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
APR 12 2016
2:07 AM / PM
BY: Rosa Cruz

TO OWNER:
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg TX 78542

FROM CONTRACTOR:
Texas Cordia Construction, LLC
3149-A Center Point Dr
Edinburg TX 78539

CONTRACT FOR: PCT. 2 Alamo Expressway Drain

PROJECT: PCT. 2 Alamo Expressway Drain
HCDD1-14-008-07-08

ENGINEER: Dos Logistics, Inc.
1002 E. Expressway 83
Weslaco, TX 78596

APPLICATION #: 6
APPLICATION DATE: 4/7/2016
PERIOD TO: 3/22/2016
PROJECT NO: 14-008-07-08
P.O. No.: 625452
CONTRACT DATE: 7/8/2014
CONTRACT DAYS: 120
CONTRACT FIRST WORK DAY:

Distribution to:

X	Owner
	Const. Mgr
	Architect
	Contractor
	Engineer

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	920,573.00
2. Net change by Change Orders	$	58,101.78
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	978,674.78
4. TOTAL COMPLETED & STORED TO DATE-$		181,446.60
A. MATERIALS ON HAND (Column G on Continuation Sheet)		24,475.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Column O on Continuation Sheet)	$	18,144.66
b. 10.0% of Stored Material (Column O on Continuation Sheet)	$	2,447.50
Total Retainage (Line 5a + 5b or Total in Column O of Continuation Sheet)	$	20,592.16
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	185,329.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	163,301.94
8. CURRENT PAYMENT DUE	$	22,027.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	793,345.34

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$58,101.78	
Total approved this Month		
TOTALS	$58,101.78	
NET CHANGES by Change Order	$58,101.78	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: H Hulitt, PE Date: 4/9/16

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 11th day of April, 2016

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

Notary Public:
My Commission expires: 12/3/17

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ -22,027.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: Dos Logistics, Inc.

By: P.E Date: 4-8-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

DL, INC.
DOS LOGISTICS, INC.

Letter of Transmittal

Date: 4-11-16	Job No.:	
Attention :		

To: Jaime Salazar
Hidalgo County Drainage District
902 N. Doolittle
Edinburg Texas

From: Oscar Cancino P.E.
Dos Logistics Inc.
1002 E. Expressway 83
Weslaco, TX 78596

Routing Method	
☐ US Mail	☐ Fax
☑ Hand Delivered	☐ E - Mail
☐ Certified Mail	☐ FedEx Overnight

1 of 27

Sending the following:

☐ Drawings	☐ Copy of Letter	☐ Daily Report
☑ Specifications	☐ Prints	☐ Copies
☐ Submittals	☐ Plans	☐ Samples

Copies		Description
1	Each	Pay application #6 Alamo Expressway Drain

These are transmitted as checked below:

☐ For approval	☐ Approved as submitted	☐ Resubmit ____ copies for approval
☑ For your use	☐ Approved as noted	☐ Submit ____ copies for distribution
☐ As requested	☐ Return for corrections	☐ Returned ____ corrected prints

Remarks

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
APR 12 2016
2:07 AM / PM
BY: Rosa Ortiz

Oscar Cancino - DLI
SIGNATURE

RECEIVED BY: _____

DATE RECEIVED: _____

1002 East Expressway 83
Weslaco, Texas 78596

Bus. (956) 968-8800
Fax (956) 447-8194

DL, INC.
DOS LOGISTICS, INC.

Dos Logistics, Inc. - Corporate
T.B.P.E. Firm Registration #F-9225

April 8, 2016

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
APR 12 2016
2:07 AM / PM
BY: Rosa Ow

Mr. Jaime Salazar, Buyer
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg, TX. 78542

Re: Pay Application No. 6
Project: PCT. 2 Alamo Expressway Drain
HCDD1-14-008-07-08

Mr. Salazar

Attached for payment is Pay Application No. 6 for the aforementioned project. The application has been reviewed and approved by Dos Logistics Inc. for further processing as follows:

Contract Amount...$ 920,573.00
Pay Application Amount...$22,027.50

For the work period ending on March 22, 2016

If you should have any questions or comments please feel free to contact us at 956.968.8800.

Respectfully Submitted,

O. Cancino, P.E.

Oscar Cancino, P.E.
Principal
Dos Logistics, Inc.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT: PCT. 2 Alamo Expressway Drain HCDD1-14-008-07-08

APPLICATION NUMBER: 6
APPLICATION DATE: 4/7/2016
PERIOD TO: 3/22/2016
PROJECT NO: 14-008-07-08

Item No.	Description of Work	UNIT PRICE	CONTRACT QTY	CONTRACT UNIT	SCHEDULED VALUE	Previous Application QTY	Previous Application AMOUNT	Completed This Period QTY	Completed This Period AMOUNT	MOH Previous Application		MOH This Period QTY	MOH This Period AMOUNT	Completed To Date QTY	Completed To Date AMOUNT	% RET	Balance To Finish (F-L)	RET
	BASE BID																	
1	EMBANKMENT (NATIVE MATERIAL)	$ 12.00	2145	CY	$ 25,740.00		$ -		$ -						$ -	10%	$ 25,740.00	$ -
2	EMBANKMENT (LEVEE GRADE FILL)	$ 18.00	910	CY	$ 16,380.00		$ -		$ -						$ -	10%	$ 16,380.00	$ -
3	HYDROMULCH SEEDING (PERM)(WATERING INCLUDED)	$ 1.00	4000	SY	$ 4,000.00		$ -		$ -						$ -	10%	$ 4,000.00	$ -
4	CALICHE 6" (NEW)(COMPACTED IN PLACE)	$ 90.00	79	CY	$ 7,110.00		$ -		$ -						$ -	10%	$ 7,110.00	$ -
5	CEMENT STABILIZED BACKFILL (2 SACKS/CY)	$ 150.00	430	CY	$ 64,500.00		$ -		$ -						$ -	10%	$ 64,500.00	$ -
6	TREENCH EXCAVATION PROTECTION	$ 120.00	142	LF	$ 17,040.00		$ -		$ -						$ -	10%	$ 17,040.00	$ -
7	REINFORCED CONCRETE WALL (PIPE SUPPORT)	$ 1,100.00	7	CY	$ 7,700.00		$ -		$ -						$ -	10%	$ 7,700.00	$ -
8	CONCRETE RETAINING WALL	$ 600.00	26	CY	$ 15,600.00		$ -		$ -						$ -	10%	$ 15,600.00	$ -
9	CONCRETE RIPRAP (6IN)	$ 300.00	79	CY	$ 23,700.00		$ -		$ -						$ -	10%	$ 23,700.00	$ -
10	RIPRAP (COMMON STONE)(DRY)(6IN)	$ 100.00	395	CY	$ 39,500.00		$ -		$ -						$ -	10%	$ 39,500.00	$ -
11	5'X5' DUAL CONCRETE BOX (CAST IN PLACE)	$ 1,005.00	137	LF	$137,685.00		$ -		$ -						$ -	10%	$137,685.00	$ -
12	CONCRETE WINGWALLS	$ 5,600.00	2	EA	$ 11,200.00		$ -		$ -						$ -	10%	$ 11,200.00	$ -
13	CONCRETE HEADWALL (VARIES FROM 5' TO 11' HEIGHT)	$ 1,000.00	24	LF	$ 24,000.00		$ -		$ -						$ -	10%	$ 24,000.00	$ -
14	BARRICADES, SIGNS AND TRAFFIC HANDLING	$ 4,000.00	3	MO	$ 12,000.00		$ -		$ -						$ -	10%	$ 12,000.00	$ -
15	CHANNEL EXCAVATION	$ 9.00	5270	CY	$ 47,430.00		$ -		$ -						$ -	10%	$ 47,430.00	$ -
16	CONCRETE COLLAR (CAST IN PLACE)	$ 3,300.00	2	EA	$ 6,600.00		$ -		$ -						$ -	10%	$ 6,600.00	$ -
17	CONSTRUCTION CONCRETE GATEWELL STR. W/SLUICE GATE (2), 5" REINFORCED CONCRETE PLATFORM, GRATE LATCH, LADDER & APPARATUS (CAST IN PLACE)	$111,000.00	1	EA	$111,000.00		$ -		$ -	2.00	$ 30,696.60				$ 30,696.60		$ 80,303.40	$ -
18	18" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/12" MANIFOLD, CHECK VALVES & FITTINGS)	$ 400.00	60	LF	$ 24,000.00		$ -		$ -						$ -	10%	$ 24,000.00	$ -
19	12" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/FITTINGS) SUCTION W/BLINDS & QUICK CONNECTORS	$ 300.00	65	LF	$ 19,500.00		$ -		$ -						$ -	10%	$ 19,500.00	$ -
20	12' WIDE SWING ACCES GATES (COMPLETE IN PLACE)(PAINTED YELLOW W/OIL BASE PAINT)	$ 3,000.00	2	EA	$ 6,000.00		$ -		$ -						$ -	10%	$ 6,000.00	$ -
21	CONSTRUCTION EXISTS (TY2)(INSTALL)(REMOVE)	$ 30.00	78	SY	$ 2,340.00		$ -		$ -						$ -	10%	$ 2,340.00	$ -
22	TEMP SEDIMENT CONTROL FENCE	$ 4.00	1218	LF	$ 4,872.00		$ -		$ -						$ -	10%	$ 4,872.00	$ -
23	12" DIESEL PUMP W/(2)12"X20' FLEXIBLE HOSE W/QUICK CONNECTOR	$111,000.00	2	EA	$222,000.00		$ -		$ -	2.00	$137,750.00	2.00	$13,775.00		$ 137,750.00	10%	$ 84,250.00	$ -
24	6'0" X 5'6" CONCRETE SUNCTION BOX (W/GRATES)	$ 18,000.00	1	EA	$ 18,000.00		$ -		$ -						$ -	10%	$ 18,000.00	$ -
25	STRUCTURE EXCAVATION	$ 12.00	2223	CY	$ 26,676.00		$ -		$ -						$ -	10%	$ 26,676.00	$ -
26	CONTINGENCY PLAN (PRELIM. SOILS MAT'L TESTS)	$ 13,000.00	1	LS	$ 13,000.00	1	$ 13,000.00		$ -						$ -	10%	$ -	$ 1,300.00
27	CONTINGENCY PLAN (CONST. MAT'L TESTS)	$ 13,000.00	1	LS	$ 13,000.00		$ -		$ -					1	$ 13,000.00	10%	$ 13,000.00	$ -
	SUBTOTAL BASE BID				$920,573.00		$ 13,000.00		$ -		$168,446.60		$13,775.00		$ 181,446.60		$739,126.40	$ 1,300.00
	CHANGE ORDER #1																	
A.	7,000 LB CAPACITY DUAL AXEL TRAILER AND ELECTRIC BRADES FOR INSTALLATION OF EXISTING PA10A60 DIESEL PUMPS, INCLUDES PICKUP AND DELIVERY WITH INSTALLATION	$ 7,001.30	2	EA	$ 14,002.60		$ -		$ -			2.00	$10,700.00		$ -	10%	$ 14,002.60	$ -
B.	NEW SERIES 4000 WATERMAN 60X60 HEAVY DUTY CAST SLUICE GATES	$ 22,049.59	2	EA	$ 44,099.18		$ -		$ -						$ -	10%	$ 44,099.18	$ -
	SUBTOTAL CHANGE ORDER #1				$ 58,101.78		$ -		$ -		$ -		$10,700.00		$ -		$ 14,002.60	$ -
	SUBTOTALS PAGE 2				$978,674.78		$ 13,000.00		$ -		$168,446.60		$24,475.00		$ 181,446.60		$753,129.00	$ 1,300.00

Texas Cordia Construction, LLC Contractor Name
Starting Date
Project Ending Date
10% Retainage Percent

Application No: **6**
Application Date: **04/07/2016**
Period To: **03/22/2016**
Engineer Firm: **Dos Logistic, Inc.**
Oscar Cancino, P.E.

Summary

Contract No.	Project Name	Original Schedule Value	Change Order #1	Revised Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application # 2	Application #3	Retainage for App #3	Payment for Application # 3	Application #4	Retainage for App #4	Payment for Application # 4	Application #5	Retainage for App #5	Payment for Application # 5	Application #6	Retainage for App #6	Payment for Application #6	Total Complete to Date	Retainage to Date	Total Complete Less Retainage	Previous Payment	Balance to Finish
HCDD1-14-008-07-08	PCT. 2 - ALAMO EXPRESSWAY DRAIN	$920,573.00	$58,101.78	$978,674.78	$100,000.00	$10,000.00	$90,000.00	$27,906.00	$2,790.60	$25,115.40	$37,750.00	$3,775.00	$33,975.00	$13,000.00	$1,300.00	$11,700.00	$2,790.60	$279.06	$2,511.54	$24,475.00	$2,447.50	$22,027.50	$205,921.60	$20,592.16	$185,329.44	$163,301.94	$793,345.34

TEXAS CORDIA CONSTRUCTION

3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

March 22, 2016

Mr. Raul Sesin, P.E. CFM
District General Manager
Hidalgo Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78542

RE: Pct. 2 Alamo Expressway Drain
Application for Payment No. 6

Dear Mr. Sesin:

We hereby request release of retainage for 12" Diesel Pumps. Our vendor, Balch Machine Co., has mounted these pumps on the trailers. Said pumps had been in the possession of Hidalgo County District No. 1 since November 26, 2014. Therefore we request release of retainage in order to forward payment to our vendor. Please see attached letter (Exhibit A) from Balch Machine Co. Mounted pumps on trailers will not be released until they receive payment.

Mr. Sesin, your help in this resolving this matter is greatly appreciated.

Respectfully,

Lydia Rodriguez
Project Controls

TEXAS CORDIA CONSTRUCTION

3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

March 22, 2016

Dos Logistic, Inc.
Attn: Oscar Cancino, P.E.
1002 E. Expressway 83
Weslaco, Texas 78596

RE: Precinct No. 2 – Alamo Expressway Drain
HCDD1-14-008-07-08

Dear Mr. Cancino:

The following is a list of suppliers and/or subcontractors used in the above mentioned project as per the County's request:

- Balch Machine Co., Inc. (Supplier)
- Subcontractor (none)

If you have any questions, please contact me at (956) 627-6181.

Thank you,

Yara M. Corbitt, P.E.
Texas Cordia Construction

Contract Time Statement
Precinct 2 Alamo Expressway Drain

PAY REQUEST 6 CONTRACTOR Texas Cordia Construction, LLC

PROJECT NO. HCDD1-14-008-07-08 CITY ALAMO DATE WORK BEGAN 8/27/14

TIME COMPUTED FROM DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED	DESCRIPTION
				NTP ISSUED 8/27/14. FIRST WORK DAY 10 DAYS LATER. FIRST DAY OF 120 CALENDAR DAYS 9/8/14
SEPT	2	0		WORK STOP DUE TO LEAD TIME TO MANUFACTURE SLIDE GATE AND PUMPS. WORK TO BEGAN
NOV	17	0		RECEIVED PUMP FROM VENDOR STILL PENDING SLIDE GATE
NOV	21	0		WORK STOP DUE TO LEAD TIME TO MANUFACTURE SLIDE GATE.
JAN	26	0		RECEIVED SLIDE GATE FROM VENDOR PENDING IBWC PERMIT
MAR	11	0		PENDING IBWC PERMIT
APR	21	0		PENDING IBWC PERMIT
JUNE	29	0		WORK STOP DUE TO LEAD TIME TO MANUFACTURE SLIDE GATE S4000
NOV	09	0		PENDING IBWC PERMIT
MAR	22	0		WORK STILL ON TIME STOP DUE TO LEAD TIME TO MANUFACTURE SLIDE GATE

Balch Machine Company, Inc

7728 Padre Island Highway
Brownsville, TX 78521

Invoice

Date	Invoice #
12/1/2015	41798

Bill To
Texas Cordia Construction LLC 3149-A Center Pointe Drive Edinburg, Tx 78539

P.O. No.	Terms	Project
AL 2405		

Quantity	Description	U/M	Rate	Amount
2	New 7,000 Lb capacity Trailers with Duel Axle and Electrical Brakes, Installation of Pumps Pick up Pumps and Deliver Trailers with Mounted Pumps to Job Site Q 4886-1 TERMS: 30% Down Before Order of Trailers 45% on Delivery 25% net 30 Days after Delivery		5,350.00	10,700.00
			Total	$10,700.00

Balch Machine Co.
7728 Padre Island Hwy
Brownsville, Tx 78521
(956) 831-2644
(956) 831-2274

March 18, 2016

Dos Logistics Engineering
1002 E Expressway
Weslaco, Tx 78596

Texas Cordia
3149-A Center Pointe Drive
Edinburg, Tx 78539

RE: Job for HCID, PCT 2 Alamo Expressway Drainage

Dear Sirs,

Attached find copy of past due invoice 41644 dated 10-06-15 for $12,075.00 for retainage of pumps And invoice 41798 dated 12-1-15 for balance trailer purchase.

We have since been given a job by you to mount these pumps on trailers. Our part of the project is complete, however, these items cannot be delivered until 90% of the retainage payment and 100% of payment for trailers is paid to us.

Your attention to this would be appreciated. Balch Machine has done what was requested.

Please contact me at 956-831-2644 with any questions that you might have.

Sincerely,

Sylvia Longoria
Office Manager
Balch Machine Co.

BALCH MACHINE CO., INC.
7728 Padre Island Hwy
BROWNSVILLE, TEXAS 78521

(956) 831-2644 Fax (956) 831-2274
www.balchmachine.com

INVOICE 40947

DATE 1/22/2015

INVOICE NO. 40947

RECEIVED JAN 2 6 2015

BILL TO:

Texas Cordia Construction
3149-A Center Pointe Dr
Edinburg, Tx 78539

SHIP TO:

Texas Cordia Construction LLC
3149-A Center Pointe Drive
Edinburg, TX 78539

Alamo #2

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	CB	1/22/2015	Company ...	8-22-14	972058 2 centrifugal ..

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		2 EA 12" x 10' Suction Hose		
		2 EA 12" x 10' Discharge Hose		
1	Fabrication	**Per Option Line on original Quote	1,700.00	1,700.00
		Sales Tax	8.25%	0.00

HCDD1

TOTAL $1,700.00

BALCH MACHINE CO., INC.
7728 Padre Island Hwy
BROWNSVILLE, TEXAS 78521

(956) 831-2644 Fax (956) 831-2274
www.balchmachine.com

INVOICE

40947

DATE: 1/22/2015
INVOICE NO.: 40947

RECEIVED JAN 2 6 2015

BILL TO:

Texas Cordia Construction
3149-A Center Pointe Dr
Edinburg, Tx 78539

SHIP TO:

Texas Cordia Construction LLC
3149-A Center Pointe Drive
Edinburg, TX 78539

Alamo #2

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	CB	1/22/2015	Company ...	8-22-14	972058 2 centrifugal ..

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		2 EA 12" x 10' Suction Hose		
		2 EA 12" x 10' Discharge Hose		
1	Fabrication		1,700.00	1,700.00
		**Per Option Line on original Quote		
		Sales Tax	8.25%	0.00

HCDD1

TOTAL $1,700.00

BALCH MACHINE CO., INC.
7728 Padre Island Hwy
BROWNSVILLE, TEXAS 78521

(956) 831-2644 Fax (956) 831-2274
www.balchmachine.com

INVOICE

40837

RECEIVED DEC 03 2014

DATE	INVOICE NO.
12/2/2014	40837

BILL TO:

Texas Cordia Construction
3149-A Center Pointe Dr
Edinburg, Tx 78539

SHIP TO:

Texas Cordia Contruction LLC
3149-A Center Pointe Drive
Edinburg, TX 78539

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
AL2402	Net 30	CB	11/18/2014	Company ...	8-22-14	972058 2 centrifugal ..

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		Final Billing:		
		2 EA Gorman Rupp Pump MOD PA 10A60-4045H Skid Mounted, Self-Priming Diesel Driven with Self contained Diesel Tank		
1	MISCELLA...		11,050.00	11,050.00
		Pumps Delivered 11-21-14 to Hid. Co. Drain. Dist. #1		
		PL# 32646 Q 4811		
		Sales Tax	8.25%	~~911.63~~
				11,060.00
			TOTAL	~~$11,961.63~~

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

Texas Cordia Construction, LLC

ADDRESS 3149A Center Pointe Drive, Edinburg, TX 78539

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
13	12/31/2015	Pct. 2 Alamo Expressway Drain	Contact No. HCDD1-14-008-07-08

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE S	M	T	W	T	F	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX		Employee Uniforms	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
NO WORK FROM 12/01/15 THRU 12/31/2015			O																	
			S																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 01/06/2016

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

01 day of December, 2015, and ending the 31 day of December, 2015,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 12/01/15 THRU 12/31/2015

NAME AND TITLE	SIGNATURE
Melissa T. Colon - Payroll Coordinator	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Texas Cordia Construction, LLC	3149-A Center Pointe Drive Edinburg, Texas 78539	14	01/31/2016	Pct. 2 Alamo Expressway Drain	Contract No. HCDD1-14-008-07-08

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S	M	T	W	T	F	S (HOURS WORKED EACH DAY)	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
NO WORK FROM 01/01/16 THRU 01/31/16			o																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 02/03/2016

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

01 day of January, 2016, and ending the 31 day of January, 2016,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 01/01/16 THRU 01/31/16

NAME AND TITLE	SIGNATURE
Melissa T. Colon - Payroll Coordinator	M Colon

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Texas Cordia Construction, LLC	3149-A Center Pointe Drive Edinburg, Texas 78539	15	02/27/2016	Pct. 2 Alamo Expressway Drain	Contract No. HCDD1-14-008-07-08

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S	M	T	W	T	F	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
NO WORK FROM 02/01/16 THRU 02/27/16			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 03/03/2016

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

01 day of February, 2016, and ending the 27 day of February, 2016,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 02/01/16 THRU 02/27/16

NAME AND TITLE	SIGNATURE
Melissa T. Colon - Payroll Coordinator	M Colon

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Texas Cordia Construction, LLC	3149-A Center Pointe Drive Edinburg, Texas 78539	16	03/05/2016	Pct. 2 Alamo Expressway Drain	Contract No. HCDD1-14-008-07-08

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				28	29	01	02	03	04	05										
				HOURS WORKED EACH DAY																
NO WORK FROM 02/28/16 THRU 03/05/16			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 03/08/2016

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

28 day of February, 2016, and ending the 05 day of March, 2016,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 02/28/16 THRU 03/05/16

NAME AND TITLE	SIGNATURE
Melissa T. Colon - Payroll Coordinator	M Colon

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	OMB No.: 1235-0008 Expires: 02/28/2018
Texas Cordia Construction, LLC	3149-A Center Pointe Drive Edinburg, Texas 78539	

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
16	03/05/2016	Pct. 2 Alamo Expressway Drain	Contract No. HCDD1-14-008-07-08

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				S 28	M 29	T 01	W 02	T 03	F 04	S 05				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																
NO WORK FROM 02/28/16 THRU 03/05/16			o																	
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Public Burden Statement

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(over)

Date 03/08/2016

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

28 day of February, 2016, and ending the 05 day of March, 2016,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 02/28/16 THRU 03/05/16

NAME AND TITLE	SIGNATURE
Melissa T. Colon - Payroll Coordinator	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	OMB No.: 1235-0008
Texas Cordia Construction, LLC	3149-A Center Pointe Drive Edinburg, Texas 78539	Expires: 02/28/2018

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
17	03/12/2016	Pct. 2 Alamo Expressway Drain	Contract No. HCDD1-14-008-07-08

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				06	07	08	09	10	11	12										
				HOURS WORKED EACH DAY																
NO WORK FROM 03/06/16 THRU 03/12/16			O																	
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Public Burden Statement

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(over)

Date 03/15/2016

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

06 day of March, 2016, and ending the 12 day of March, 2016,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 03/06/16 THRU 03/12/16

NAME AND TITLE	SIGNATURE
Melissa T. Colon - Payroll Coordinator	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	OMB No.: 1235-0008
Texas Cordia Construction, LLC	3149-A Center Pointe Drive Edinburg, Texas 78539	Expires: 02/28/2018

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
18	03/19/2016	Pct. 2 Alamo Expressway Drain	Contract No. HCDD1-14-008-07-08

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				S 13	M 14	T 15	W 16	T 17	F 18	S 19				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																
NO WORK FROM 03/13/16 THRU 03/19/16			o																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 03/22/2016

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

13 day of March, 2016, and ending the 19 day of March, 2016,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 03/13/16 THRU 03/19/16

NAME AND TITLE	SIGNATURE
Melissa T. Colon - Payroll Coordinator	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

AI -54535 9.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval on a payment of Claim for Right of Way acquisition services related to the East Lateral. Services were provide by RGV Right of Way Services,LLC for an additional eight parcels through Tedsi Infrastructure Group LLP.
Amount of invoice is $17,185.86.

BACKGROUND

Fiscal Impact

Attachments

Claim 1

Project Memo

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Lora Briones Started On: 05/06/2016 02:56 PM

Final Approval Date: 05/06/2016

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
MAY 06 2016
11:05 AM/PM
BY: MAP

May 04, 2016
Project No: 2013-1128-09
Invoice No: 20162711

Ms. Claudette Guerrero
Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, TX 78542

Project 2013-1128-09 GLO-Review East Lateral Drain

Account No. 13-132-433-039-43340
Original P. O. No. 623575
Precinct One 2012 Bond Referendum
Work Authorization No. 9

CLAIM NO. 1

Professional Services from April 01, 2015 to April 30, 2016

Phase Additional ROW Acquisition

Fee

Total Fee 40,000.00 (8 Parcels @ $5,000.00/Parcel)

Total Earned	37,500.00	
Previous Fee Billing	20,314.12	
Current Fee Billing	17,185.88	
Total Fee		**17,185.88**
	Total this Phase	**$17,185.88**
	Total this Claim	**$17,185.88**

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: Mark Corbitt Date: 05-04-2016
Mark Corbitt, P.E., CFM
Project Manager

RGV RIGHT-OF-WAY SERVICES, LLC

Memo

Project: Delta Area Connector/East Lateral Drainage Improvement Project

RE: Status as of 06/08/15

---

23 Parcels in East Lateral

8 Parcels have been closed with VLT

Parcel 7 – GF 132405 Mangoo-Karim Family Ltd. Partnership
Parcel 7A – GF 132405 Mangoo-Karim Family Ltd. Partnership
Parcel 13 – GF 132414 Sue Ann Whalen Carlson
Parcel 14 – GF 132415 Jose C. Hinojosa
Parcel 15 – GF 132416 Jose C. Hinojosa
Parcel 16 – GF 132417 Samuel B. Gonzalez
Parcel 19 – GF 132421 Marie Keiser Bartnesky
Parcel 20 – GF 132422 Reverend Daniel Flores

9 Parcels are with VLT pending closing

Parcel 1 – GF 132399 – Dr. Ricardo Ochoa

Mr. Bill Pope has confirmed on 5/26 his client is ready to close and advised VLT to proceed with the preparation of closing docs. As per Sonia as of 6/4 she received docs from their attorney and she is working on the closing package

Parcel 18 – GF 132420 JECKL INVESTMENT COMPANY LLC

As per Sonia as of 6/4 she is waiting on a response from Sara Tippit, attorney for parcel owner

Parcel 21 – GF 132424 William R. Pracht and June O. Pracht

Mr. Steve Crain is working with Mr. Raul Sesin and Ms. Sara Tippit regarding revisions to the deed. As of 6/1 Mr. Crain said Ms. Tippit is reviewing the documents and he is waiting on her response.

Parcel 24 – GF 132429 Carlbrook Limited Partnership

As per Sonia as of 6/4 she is waiting on an updated title commitment

Parcel 42 – George d'Hemecourt
Parcel 43 – George d'Hemecourt
Parcel 46 – George d'Hemecourt
As per Sonia as of 6/4 she is waiting on VLT attorneys to review corporate docs

Parcel 48 – GF 132455 Michael Green, James Green, Alice Green & Nancy Cass
As per Sonia as of 6/4 she is waiting on a response from Sara Tippit, attorney for parcel owner

Parcel 49 – GF 135256 South Shore Development, Inc. and Hidalgo and Cameron Counties Water Control and Improvement District No. 9
As per Sonia as of 6/4 she is currently working on this file

1 Parcel has been submitted to Atlas, Hall & Rodriguez for Condemnation
Parcel 34 - Malone

5 Parcels have ZERO appraised values – AS PER P.R. AVILA , TITLE MEMOS ISSUED NOTHING TO DO ON THESE FILES
23 – Carlbrook
25 – Carlbrook
28 – Alejandro Trevino
29 – Alejandro Trevino (damages/improvements only)
47 – Hector Decanini (damages/improvements only)

As of 5/6/2016, these items are still pending.

AI -54207 10.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Jaime Salazar Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc)as attached hereto for: Hidalgo County Drainage District No. 1-"PIPES- Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"-RFB No.: HCDD1-16-025-06-01. Including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

PROPOSED PROCUREMENT SCHEDULE:

	EVENT DESCRIPTION	DATE:
1.	Board Approval of Specs and Authority to Advertise	05/10/16
2.	1st Advertisement	05/14/16
3.	Start RFB Packet Distribution	05/16/16
4.	2nd Advertisement	05/21/16
5.	Deadline for Questions	05/25/16
6.	Answers	05/27/16
7.	**BID OPENINGS**	**06/01/16 @ 9:30 AM**

Fiscal Impact

Attachments

RFB Packet HCDD1-16-025 -PIPES

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2016 09:05 AM
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Moises Salazar Started On: 04/14/2016 12:58 PM

Final Approval Date: 05/06/2016

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

May 16, 2016

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids-
"**PIPES-** Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"
Bid No.: HCDD1-16-025-06-01

To Whom It May Concern:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Drainage District No. 1 welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call Hidalgo County Drainage District No. 1 Office at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1

_____
Moises Salazar, Procurement Manager

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

Hidalgo County Drainage District No. 1

"**PIPES-** Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"

RFB No: HCDD1-16-025-06-01

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Bid Letter	1
2.	Request for Bid Legal Notice	8
3.	Instruction to Bidders	2
4.	Exhibit A Specifications/Requirements	5
5.	Exhibit B Bid Page	5
6.	Exhibit C Insurance Requirements	4
7.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
8.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement **(For Information Only)**	3
9.	Exhibit E –Proposers Affidavit of Non-Collusion	1
10.	Vendor/Bidder Application and W-9 form(s)	6
11.	Certification Regarding Debarment	1
12.	Draft Requirements Agreement	4
13.	Form HB 1295 **(For Information Only)** -Before the award of contract notarized HB 1295 must be submitted to Hidalgo County Drainage District No. 1. Form is to be filed online at www.ethics.state.tx.us/index.html .	1
14.	Submittal Check list	1

The above mentioned items shall be found in this Request for Bid-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Hidalgo County Drainage District No. 1 by calling (956) 292-7080 or via e-mail to moises.salazar@hcdd1.org , to advise us of the missing documentation, and Hidalgo County Drainage District No. 1 will forward information either through e-mail, facsimile, or by U.S. Mail.

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"PIPES- Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"

HCDD1-16-025-06-01

BID OPENING DATE:
JUNE 01, 2016 @ 9:30 A.M.

Contact Person:

Moises Salazar, Procurement Manager
Hidalgo County Drainage District No. 1
Address: 902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

Form HCDD1-03

1. Sealed bids will be received for **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- "PIPES- Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Drainage District No. 1 ("District"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB NO.: HCDD1-16-025-06-01- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "PIPES- Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"** and at Hidalgo County Drainage District No. 1 with a physical/mailing address: 902 N. Doolittle Rd., Edinburg, Texas 78542, **on or before 9:30 A.M., WEDNESDAY, JUNE 01, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- RFB NO.: HCDD1-16-025-06-01 "PIPES- Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"**

   Hidalgo County Drainage District No. 1 reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County Drainage District No. 1.

3. Hidalgo County Drainage District No. 1 reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the elevation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the District determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Drainage District No. 1. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Drainage District No. 1 from all obligations to the contracting party with regard to the item(s) in question. In such event, the District may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a District owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Drainage District No. 1. Due to various styles and models of

equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as part of their bid.

10. The District reserves the right to accept or reject any or all bids.

11. Cost are to be net F.O.B., District Prepaid.

12. The District is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the District budget for this fiscal year only. The District, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of the District are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the District which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Drainage District No. 1 Office in order to establish an account with the District. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery must be given to Moises Salazar, Procurement Manager before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
(956) 292-7080

16. <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation- **HIDALGO COUNTY DRAINAGE DISTRICT NO.1- "PIPES- Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Purchase Order and Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contract person for Billing and Payment questions:

Attn: Moises Salazar, Procurement Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**JUNE 01, 2016**
Award of Contract	**, 2016**
Commence Work or Deliver Products	**, 2016**

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgement stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the District for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the District, and, if applicable, the receipt by the District of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

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

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the District, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Drainage District No. 1 ("the District") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the District. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County Drainage District No. 1 for the sale or purchase of property, goods or services. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Drainage District No. 1 are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78589- Hidalgo County Courthouse.

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

- FORM CIS (Exhibit D-1 -LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) **FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.**

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the District before the District may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. (i.e. HCDD1-16-025-06-01) as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7080 or via email to moises.salazar@hcdd1.org . Hidalgo County Drainage District No. 1 cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. If, during the life of any contract or bid awarded, the successful bidder's net price generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the District.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to the District that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to the District, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State Law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of the District, including, but not limited to, benefits associated with the District's civil service system.

26. Any contract award to a successful bidder will be in effect until **(a)** the contract expires, **(b)** delivery and acceptance of products, and/or performance of service ordered, or **(c)** terminated by the District with thirty day's written notice prior to cancellation.

27. The District reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the District in the event of breach or default by successful bidder; the District reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless to the District and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within the District premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such District facilities. Successful bidder shall pay any judgment with costs which may be obtained against the District growing out of such injury or damages, and shall, upon request, provide a defense to the District by counsel reasonably acceptable to the District. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in materials, workmanship and the like. Items supplied under a contract pursuant to this Request for Bid shall be subject to the District's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to the District. Items not picked up within one (1) week after notification shall be deemed a donation to the District and may be used or disposed of at the District's discretion and without waiver of any other rights of the District as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County Drainage District No. 1, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of the District.

32. Respondents must provide all documentation requested with this (RFB)-Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as noncomforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"**PIPES-** Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"

BID NO.: HCDD1-16-025-06-01

To: Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
902 N. Doolittle
Edinburg, Texas 78542

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Drainage District No. 1 for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all the pages of the documents referenced in the Invitations to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Hidalgo County Drainage District No.1
Bid No. HCDD1-16-025-06-01

EXHIBIT A
SPECIFICATIONS

PIPES–"Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County Drainage District No.1, or Job Site, **PIPES – "Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"**

Bid information will be furnished to Hidalgo County Drainage District No.1 requiring pipes and **delivery** will involve numerous locations within Hidalgo & Willacy County.

I. LOCATIONS

Hidalgo County Drainage District No.1 requiring pipes .

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with Hidalgo County Drainage District No.1 requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory; bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County Drainage District No.1 for the bid price.

III. BID AWARD

a) Hidalgo County Drainage District No.1 may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the District. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

b) Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

c) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County Drainage District No.1** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

d) The District reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the District.

e) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County Drainage District No.1 reserves the right to seek services from the next low bidder(s). In such event, Hidalgo County Drainage District No.1 shall charge the successful bidder(s) the difference for any additional cost of such item(s).

f) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Drainage District No.1 with thirty day's written notice prior to cancellation.

g) All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the District.

IV. TERM OF CONTRACT

a) Initial term of contract will be for a one (1) year period with the Hidalgo County Drainage District No.1 option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

b) Hidalgo County Drainage District No.1 reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

V. TECHNICAL SPECIFICATIONS.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM - C-76 Class III.

D.1 General:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture, and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13, and C-14, respectively.

D.2 Steel Reinforcements:

The reinforcing steel shall conform to requirements of Class III reinforced concrete pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 Physical Test Requirements:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS

C-2 Cement:

The cement shall be Type II, low alkali, in accordance with Federal Specifications SS-C-1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 Admixture:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-½ ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon, or other admixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C.4 Concrete Strength:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 Concrete Mixture:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "The maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-½ inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe."

C-6 Curing Requirements:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361."

C-7Wall Thickness:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, "Physical Test Requirements," hereof.

C-8 Pipe Lengths:
The maximum lengths of pipe sections shall be 8 feet.

C-10 Physical Test Requirements:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A. (PLEASE REVIEW TABLE A CHART)

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (Inches)	Minimum Shell Thickness (Inches)	Internal Hydrostatic Pressure On Individual Section Of Pipe (PSI)	Minimum 3-Edge Bearing Load (Pounds Per Linear Foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2-¼	45	2,100
24	2-½	40	2,200
30	2-¾	35	2,500
36	3	30	4,050
42	4-½	30	4,725

Internal diameter (Inches)	Minimum Shell Thickness (Inches)	Internal Hydrostatic Pressure On Individual Section Of Pipe (PSI)	Minimum 3-Edge Bearing Load (Pounds Per Linear Foot)
48	5	30	5,400
54	4-½	25	6,075
60	6	25	6,750
72	7	25	8,100

C.11 Joints:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

ADS N-12 ST IB PIPE (per ASTM F2648) SPECIFICATION

Scope
This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 ST IB pipe (per ASTM F2648) for use in gravity- flow land drainage applications.

Pipe Requirements
ADS N-12 ST IB pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4- through 60-inch (100 to 1500 mm) shall meet ASTM F2648.
- Manning's "n" value for use in design shall be 0.012.

Joint Performance
Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings
Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

Material Properties
Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4- through 10-inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12- through 60-inch (300 to 1500 mm) diameter, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Installation
Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4-through 48-inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60-inch (1500 mm) diameters, the minimum cover shall be 2ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), or Class 2 (minimum 90%

SPD) material. Maximum fill height depend on embedment material and compaction level; please refer to Technical Note 2.02. Contact your local ADS representative or visit our website at www.ads-pipe.com for a copy of the latest installation guidelines.

Pipe Dimensions

Nominal Diameter, in (mm)													
Pipe I.D. in (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D.** in (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
Perforations	All diameters available with or without perforations.												

*Check with sales representative for availability by region.
**Pipe O.D. values are provided for reference purpose only, values stated for 12- through 60-inch are ± 1 inch. Contact a sales representative for exact values.

HP Storm 12"– 60" Polypropylene Pipe Specification

Scope
This specification describes 12- through 60-inch (300 to 1500 mm) HP Storm pipe for use in gravity-flow storm drainage applications.

Pipe Requirements
- 12- through 30-inch (300 to 750 mm) pipe shall have a smooth interior and annular exterior corrugations and meet or exceed ASTM F2736 and AASHTO M330
- 36- through 60-inch (900 to 1500 mm) pipe shall have a smooth interior and annular exterior corrugations and meet or exceed ASTM F2881 and AASHTO M330
- Manning's "n" value for use in design shall be 0.012

Joint Performance
Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

12- through 60-inch (300 to 1500 mm) shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

12- through 60-inch (300 to 1500 mm) diameters shall have a reinforced bell with a polymer composite band installed by the manufacturer.

Fittings
Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

Field Pipe and Joint Performance
3. To assure water tightness, field performance verification may be accomplished by testing in accordance with ASTM F2487. Appropriate safety precautions must be used when field-testing any pipe material. Contact the manufacturer for recommended leakage rates.

Material Properties
Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

Installation
Installation shall be in accordance with ASTM D2321 recommended installation guidelines, with the exception that minimum cover in traffic areas for 12- through 48-inch (300 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60-inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1, Class 2 (minimum 90% SPD) or Class 3 (minimum 95%) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.04.

Pipe Dimensions

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)

ADDITIONAL INFORMATION
Further information required for this project can be addressed through the Hidalgo County Drainage District No.1, Attn: Moises Salazar, Procurement Manager.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via email to moises.salazar@hcdd1.org no later than, Wednesday, May 25, 2016 at 5:00 P.M.
Responses to said inquiries will be sent to all applicants via email by no later than 5:00 P.M., Friday, May 27, 2016 .

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

PIPES- "Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"

I. REINFORCED CONCRETE PIPE – TONGUE & GROOVE
(price per Line Feet)

PIPE SIZE	CLASS III	CLASSS IV	CLASS V
15"	_____/LF	_____/LF	_____/LF
18"	_____/LF	_____/LF	_____/LF
24"	_____/LF	_____/LF	_____/LF
30"	_____/LF	_____/LF	_____/LF
36"	_____/LF	_____/LF	_____/LF
42"	_____/LF	_____/LF	_____/LF
48"	_____/LF	_____/LF	_____/LF
54"	_____/LF	_____/LF	_____/LF
60"	_____/LF	_____/LF	_____/LF
72"	_____/LF	_____/LF	_____/LF

II. REINFORCED CONCRETE PIPE - RUBBER GASKET JOINT CONCRETE PIPE
(price per Line Feet)

PIPE SIZE	PRICE
8' x 12"	_____/LF
8' x 15"	_____/LF
8' x 18"	_____/LF
8' x 24"	_____/LF

8' x 30"	_____/LF
8' x 36"	_____/LF
8' x 42"	_____/LF
8' x 48"	_____/LF
8' x 54"	_____/LF
8' x 60"	_____/LF
8' x 66"	_____/LF
8' x 72"	_____/LF

III. POLYETHYLENE PIPE-20' IN LENGTH

-High-density, polyethylene pipe, smooth interior, with H-20 load rating.

(Price per Line Feet)

PIPE SIZE	PRICE
8"	_____/LF
12"	_____/LF
15"	_____/LF
18"	_____/LF
24"	_____/LF
30"	_____/LF
36"	_____/LF
42"	_____/LF
48"	_____/LF
54"	_____/LF
60"	_____/LF
72"	_____/LF

IV. HP Storm 12"– 60" Polypropylene Pipe

(Price per Line Feet)

PIPE SIZE	PRICE
12"	_____/LF
15"	_____/LF
18"	_____/LF
24"	_____/LF
30"	_____/LF
36"	_____/LF
42"	_____/LF
48"	_____/LF
60"	_____/LF

V. HP Dual Wall Marmac Couplers

(Price Each)

PIPE SIZE	PRICE
12"	_____/EA
15"	_____/EA
18"	_____/EA
24"	_____/EA
30"	_____/EA
36"	_____/EA
42"	_____/EA
48"	_____/EA
60"	_____/EA

VI. HP Dual Wall Fabricated Tees

(Price Each)

PIPE SIZE	PRICE
12"	_____/EA
15"	_____/EA
18"	_____/EA
24"	_____/EA
30"	_____/EA
36"	_____/EA
42"	_____/EA
48"	_____/EA
60"	_____/EA

VII. HP Dual Wall Fabricated Bends

(Price Each)

Pipe Size	11.25 Bend	22.5 Bend	30* Bend	45* Bend	90* Bend
12"	_____/EA	_____/EA	_____/EA	_____/EA	_____/EA
15"	_____/EA	_____/EA	_____/EA	_____/EA	_____/EA
18"	_____/EA	_____/EA	_____/EA	_____/EA	_____/EA
24"	_____/EA	_____/EA	_____/EA	_____/EA	_____/EA
30"	_____/EA	_____/EA	_____/EA	_____/EA	_____/EA
36"	_____/EA	_____/EA	_____/EA	_____/EA	_____/EA
42"	_____/EA	_____/EA	_____/EA	_____/EA	_____/EA
48"	_____/EA	_____/EA	_____/EA	_____/EA	_____/EA
60"	_____/EA	_____/EA	_____/EA	_____/EA	_____/EA

BID PAGE
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

PIPES- "Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"

Vendor submitting bid information:

VENDOR NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE NUMBER:	
CELL PHONE:	
FAX NUMBER:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of
Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Drainage District No. 1 (County) will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County Drainage District No. 1 as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate. Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

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

COVERAGES

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

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

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Drainage District No. 1 902 N. Doolittle Road Edinburg, TX 78542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from the County of bid awarded by the Hidalgo County Drainage District No. 1 Board of Directors;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Drainage District No. 1 Board of Directors; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Drainage District No. 1 Contract Manager in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Drainage District No. 1 will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Drainage District No. 1 and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part ofthe bid packet in order to expedite the bid evaluation process. Failure to provide saiddocumentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT "D-1"

CIS Form

(for information only)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

***

(2) the vendor:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County Drainage District No. 1 or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the District's Board of Directors between proposal submission date and award by the Hidalgo County Drainage District Board of Directors.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County Drainage District No. 1 except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20____.

_____

Notary Public

My commission expires:_____, 20____.

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

VENDOR NO.: _____ ENTRY DATE: _____

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Drainage District No.1.

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

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

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

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

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

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation

_____ L.L.C. _____ Other, Specify_____

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

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

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker

_____ Distributor _____ Service Organization _____ Other, Specify _____

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

_____

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

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

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

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom: ☐ State General Services Commission ☐ Other

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $ _____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

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:_____
Title:_____
Telephone Number:_____
Date:_____

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

REQUIREMENTS AGREEMENT

HCDD1-C-16-025-____-____

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ by and between _____ ("Seller") and **Hidalgo County Drainage District No. 1**, Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements for **"PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Corrugated PVC & Steel Storm Sewer Pipes, Aluminum Structural Plate, Rubber Gasket Joint Concrete Pipes / Three-Sided Concrete Arch Bridge Systems",** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one year from the effective date of this Agreement, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in South Texas specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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4. General Provisions.

a. Conflict with Applicable Law. Nothing in this Agreement 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 Agreement 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 Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. No Waiver. No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. Entire Agreement. This Agreement contains the entire contract 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. Texas Law to Apply. This Agreement 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.

e. Notice. Except as may be otherwise specifically provided in this Agreement, 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 Buyer: Hidalgo County Drainage District No. 1
Attention: Manager
902 N. Doolittle
Edinburg, Texas 78541

If to Seller: _____
_____
_____
_____

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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 Unites States mail.

f. Additional 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 Agreement.

g. Successors. This Agreement 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 Agreement.

h. Assignment. This Agreement shall not be assignable.

i. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. Gender and Number. All pronouns used in this Agreement 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.

k. Authority to Execute. The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. Commitment of Current Revenues Only. In the event that, during any term hereof, the Board of Directors of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official,

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department head or employee, or former elected official, department head or employee, of Hidalgo County Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County Drainage District No. 1 .

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County Drainage District No. 1 or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By:_____
Ramon Garcia, Chairman Of the Board

Company:_____

By:_____

Printed Name:_____

Title:_____

Approved by Board of Directors Court on:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____ Date:_____

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

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

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

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

Must file online at www.ethics.state.tx.us/File

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

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

"**PIPES**- Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"

RFB No: HCDD1-16-025-06-01

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

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

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" Acknowledgement forms (page 3 and 4)

_____ Exhibit "D-1" CIQ Form- Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, One (1) Copy containing a complete response including any applicable requested forms.

AI -54476 11.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Authority to advertise and approval of plans and specifications developed by project engineer, Mr. Jose N. Saldivar, P.E., for: Hidalgo County Drainage District No. 1 -"Tex-Mex Drain Ditch Improvements (Road Crossings)"-RFB No. HCDD1-16-026-06-01, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	05-14-16 & 05-21-16
2	Pre-Bid Conference	05-23-16 @ 9:30 AM
3	**Bid Openings**	06-01-16 @ 9:30 AM

Fiscal Impact

Attachments

Hidalgo County Drainage District No. 1 -Procurement Front End Docs bakcup

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2016 09:51 AM
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Moises Salazar Started On: 05/04/2016 01:15 PM

Final Approval Date: 05/06/2016

REQUEST FOR BIDS (RFB)

FRONT END DOCUMENTS

Hidalgo County Drainage District No. 1

TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)

RFB No: HCDD1-16-026-06-01

ITEM	DESCRIPTION	NO. OF PAGES
1.	Bid Invitation Letter	1
2.	Request for Bid Legal Notice	8
3.	Exhibit C Insurance Requirements	4
4.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
5.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement **(For Information Only)**	3
6.	Exhibit E –Proposers Afidavit of Non-Collusion	1
7.	Vendor/Bidder Application and W-09 form(s)	6
8.	Certification Regarding Debarment	1
9.	Form HB 1295 **(For Information Only)** -Before the award of contract notarized HB 1295 must be submitted to Hidalgo County Drainage District No. 1. Form is to be filed online at www.ethics.state.tx.us/index.html .	1
10.	Submittal Check list	1

The above mentioned items shall be found in this Request for Bid-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Hidalgo County Drainage District No. 1 by calling (956) 292-7080 or via e-mail to moises.salazar@hcdd1.org , to advise us of the missing documentation, and Hidalgo County Drainage District No. 1 will forward information either through e-mail, facsimile, or by U.S. Mail.

Hidalgo County Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

May 16, 2016

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids- "TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)"
Bid No.: HCDD1-16-026-06-01

To Whom It May Concern:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Drainage District No. 1 welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call Hidalgo County Drainage District No. 1 Office at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1

_____

Moises Salazar
Procurement Manager

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)

RFB No: HCDD1-16-026-06-01

BID OPENING DATE:

June 01, 2016 at 9:30 A.M.

Contact Person:

Moises Salazar, Procurement Manager
Hidalgo County Drainage District No. 1
Address: 902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

Form HCDD1-03

1. Sealed bids will be received for **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)** in accordance with the specifications attached hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Drainage District No. 1 ("District"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package**: RFB NO.: HCDD1-16-026-06-01- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)** and at Hidalgo County Drainage District No. 1 with a physical/mailing address: 902 N. Doolittle Rd., Edinburg, Texas 78542, **on or before 9:30 A.M., WEDNESDAY, JUNE 01, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- RFB NO.: HCDD1-16-026-06-01 TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)**

   Hidalgo County Drainage District No. 1 reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County Drainage District No. 1.

3. Hidalgo County Drainage District No. 1 reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the elevation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the District determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Drainage District No. 1. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Drainage District No. 1 from all obligations to the contracting party with regard to the item(s) in question. In such event, the District may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a District owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Drainage District No. 1. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as part of their bid.

10. The District reserves the right to accept or reject any or all bids.

11. Cost are to be net F.O.B., District Prepaid.

12. The District is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the District budget for this fiscal year only. The District, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of the District are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the District which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Drainage District No. 1 Office in order to establish an account with the District. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery must be given to Moises Salazar, Procurement Manager before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
(956) 292-7080

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **HIDALGO COUNTY DRAINAGE DISTRICT NO.1- TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Purchase Order and Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

- Contract person for Billing and Payment questions:

Attn: Moises Salazar, Procurement Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

17. SCHEDULE OF EVENTS

Pre-Bid Conference, 9:30 A.M.	**May 23, 2016**
Bid Opening, 9:30 A.M.	**June 01, 2016**
Award of Contract	**, 2016**
Commence Work or Deliver Products	**, 2016**

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgement stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the District for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the District, and, if applicable, the receipt by the District of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

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

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the District, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Drainage District No. 1 ("the District") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the District. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County Drainage District No. 1 for the sale or purchase of property, goods or services. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Drainage District No. 1 are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78589- Hidalgo County Courthouse.

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

- **FORM CIS (Exhibit D-1 -LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.**

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the District before the District may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. (i.e. HCDD1-16-026-06-01) as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7080 or via email to moises.salazar@hcdd1.org . Hidalgo County Drainage District No. 1 cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. If, during the life of any contract or bid awarded, the successful bidder's net price generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the District.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to the District that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to the District, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State Law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of the District, including, but not limited to, benefits associated with the District's civil service system.

26. Any contract award to a successful bidder will be in effect until **(a)** the contract expires, **(b)** delivery and acceptance of products, and/or performance of service ordered, or **(c)** terminated by the District with thirty day's written notice prior to cancellation.

27. The District reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the District in the event of breach or default by successful bidder; the District reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless to the District and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within the District premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such District facilities. Successful bidder shall pay any judgment with costs which may be obtained against the District growing out of such injury or damages, and shall, upon request, provide a defense to the District by counsel reasonably acceptable to the District. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in materials, workmanship and the like. Items supplied under a contract pursuant to this Request for Bid shall be subject to the District's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to the District. Items not picked up within one (1) week after notification shall be deemed a donation to the District and may be used or disposed of at the District's discretion and without waiver of any other rights of the District as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County Drainage District No. 1, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of the District.

32. Respondents must provide all documentation requested with this (RFB)-Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as noncomforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)
BID NO.: HCDD1-16-026-06-01

To: Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
902 N. Doolittle
Edinburg, Texas 78542

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Drainage District No. 1 for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all the pages of the documents referenced in the Invitations to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of
Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Drainage District No. 1 (County) will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County Drainage District No. 1 as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate. Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

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

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Drainage District No. 1 902 N. Doolittle Road Edinburg, TX 78542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from the County of bid awarded by the Hidalgo County Drainage District No. 1 Board of Directors;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Drainage District No. 1 Board of Directors; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Drainage District No. 1 Contract Manager in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Drainage District No. 1 will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Drainage District No. 1 and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part ofthe bid packet in order to expedite the bid evaluation process. Failure to provide saiddocumentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT "D-1"

CIS Form

(for information only)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

***

(2) the vendor:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "TITLE (PROJECT DESCRIPTION"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20____.

_____

Notary Public

My commission expires:_____, 20____.

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

VENDOR NO.: _____ ENTRY DATE: _____

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Drainage District No.1.

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

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

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

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

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

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation

_____ L.L.C. _____ Other, Specify_____

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

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

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker

_____ Distributor _____ Service Organization _____ Other, Specify _____

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

_____

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

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

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

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom: ☐ State General Services Commission ☐ Other

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $ _____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

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

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

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:_____
Title:_____
Telephone Number:_____
Date:_____

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

Must file online at www.ethics.state.tx.us/File

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

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

FORMS SUBMITTAL CHECK LIST

REQUEST FOR BIDS

Hidalgo County Drainage District No. 1
TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)

RFB No: HCDD1-16-026-06-01

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

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

_____ Page 8 of Legal Notice

_____ Exhibit "C" Acknowledgement forms (page 3 and 4)

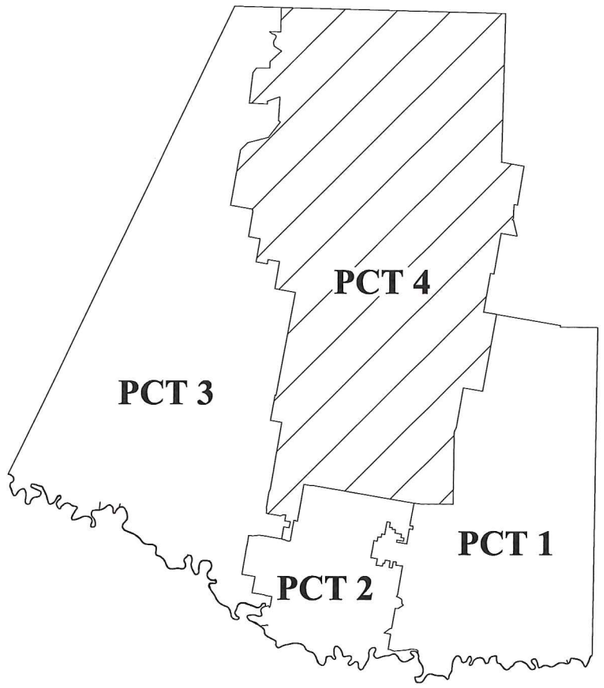
_____ Exhibit "D" CIQ Form- Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, One (1) Copy containing a complete response (including Bid Form and any other requested form(s)).



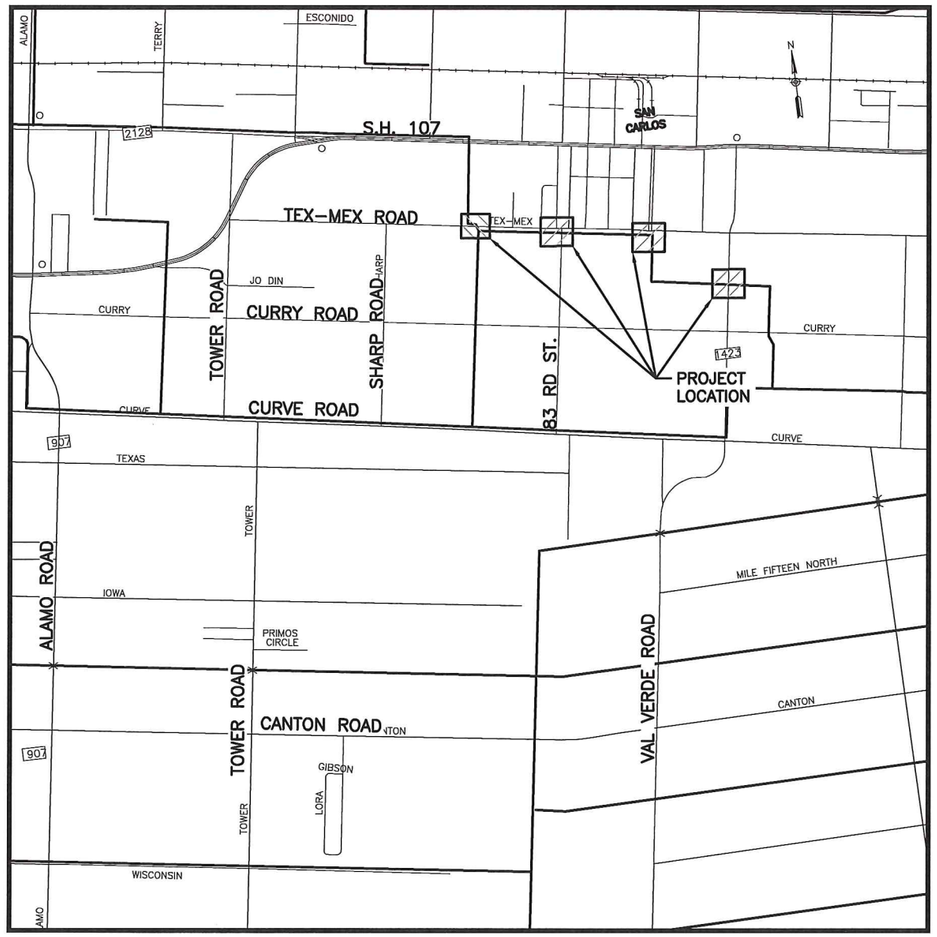
RAMON GARCIA
CHAIRMAN OF THE BOARD

COMMISSIONER A.C. CUELLAR, JR.,
BOARD MEMBER

COMMISSIONER EDUARDO "EDDIE" CANTU
BOARD MEMBER

COMMISSIONER JOE M. FLORES
BOARD MEMBER

COMMISSIONER JOSEPH PALACIOS
BOARD MEMBER



LOCATION MAP - SCALE: 1"=3000'

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT No.1
HCDD1

RAUL E. SESIN, P.E., C.F.M.
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
GENERAL MANAGER
HIDALGO COUNTY FLOODPLAIN
ADMINISTRATOR

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
TEX-MEX DRAIN DITCH IMPROVEMENTS
(ROAD CROSSINGS)

REVISIONS

DATE:	COMMENTS:

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

JOSE N. SALDIVAR-P.E. No. 94076
05/10/16

Drawing: I:\Drainage District No. 1\SHUNIOR DRAIN-SANCARLOS\Tex Mex Drain Ditch Crossings\Cover Sheet crossings.dwg) Plotted by: juan.avila
Layout Tab: Cover Sheet Date: 05/10/2016 Time: 08:18:11 AM

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G01-02	INDEX OF SHEETS
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G01-04	GENERAL NOTES
G01-05	GENERAL NOTES
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C01-02	83RD STREET CROSSING PLAN AND PROFILE (STA. 78+61.51 TO STA. 77+14.39)
C01-03	87TH STREET CROSSING PLAN AND PROFILE (STA. 61+99.59 TO STA. 60+43.61)
C01-04	ALAMO STREET CROSSING PLAN AND PROFILE (STA. 36+90.53 TO STA. 35+41.98)
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24. DRIVEWAY DETAILS PRIVATE
25. MISCELLANEOUS PIPE DETAILS

HIDALGO COUNTY
DRAINAGE DISTRICT No. 1
902 DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.co.hidalgo.tx.us

TEX-MEX DRAIN DITCH IMPROVEMENTS

ROAD CROSSINGS

SHEET LISTING INDEX

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER

05/10/16

This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

JOSE N. SALDIVAR-P.E. No. 94076

SCALE:	
DRAWN BY:	
CHECKED BY:	R.S./N.S.
TOPO BY:	EDGAR I.
SHEET:	G01-02

Drawing: I:\Drainage District No. 1\SHANNON DRAIN-SANCARLOS\Tex Mex Drain Ditch Crossings\Sheet Listing Index.dwg)
Layout Tab: Sheet Index Date: 05/10/2016 Time: 08:19:12 AM

ABBREVIATIONS

A	ASPHALT	IGV	IRRIGATION GATE VALVE
ADR	ASPHALT DRIVE	IGW	IRRIGATION GATEWELL
APV	ASPHALT PAVEMENT	ISP	IRRIGATION STAND PIPE
AVE	AVENUE	INV	INVERT
BM	BENCHMARK	IV	IRRIGATION VENT
BOC	BACK OF CURB	LT	LEFT
CONC.	CONCRETE	LOT	LOT CORNER
CONST.	CONSTRUCT	MB	MAIL BOX
CL	CENTER LINE	MH	MANHOLE
CDR	CONCRETE DRIVE	MON	MONUMENT
CPV	CONCRETE PAVEMENT	N.T.S	NOT TO SCALE
CA	CALICHE	NAIL	NAIL
CADR	CALICHE DRIVE	NAWSC	NORTH ALAMO WATER SUPPLY CORPORATION
CARD	CALICHE ROAD	NG	NATURAL GROUND
CFN	CHAIN LINK FENCE	OHE	OVERHEAD ELECTRIC LINE
CI	CURB INLET	PFL	PIPE FLOW LINE
CLV	CULVERT	PGL	PROPOSED GRADE LINE
CP	CONTROL POINT	PL	PROPERTY LINE
CPV	CONCRETE PAVEMENT	PP	POWER POLE
CR	CENTER OF ROAD	PROP	PROPOSED
CRB	CURB	PV	PAVEMENT
CSM	CABLE SPOT MARKING	PVC	PVC PIPE
D	DIRT	RT	RIGHT
DR	DRIVE	RCP	REINFORCED CONCRETE PIPE
DDR	DIRT DRIVE	RIP	RIP-RAP
DT	DITCH	RD	ROAD
DTB	DITCH BOTTOM	RM	REFERENCE MARKER
DTBB	DITCH BOTTOM OF BERM	ROW	RIGHT-OF-WAY
DTE	DITCH EDGE	RR	RAIL ROAD
DTFL	DITCH FLOW LINE	RSD	ROAD SIDE DITCH
DTT	DITCH TOP	RW	RETAINING WALL
DTTB	DITCH TOP OF BERM	SBOT	SWALE BOTTOM
DTTOE	DITCH TOE	SDL	STORM DRAIN LINE
EXIST.	EXISTING	SEP	SEPTIC TANK COVER
ESMT.	EASEMENT	SET	SAFETY-END TREATMENT
EBX	ELECTRIC BOX	SP	SERVICE POLE
EOCA	EDGE OF CALICHE	SPOL	SIGNAL POLE TRAFFIC
EOP	EDGE OF PAVEMENT	STOP	SWALE TOP
EW	EDGE OF WATER	STA	STATION
EWL	END WALL	SW	SIDEWALK
FG	FINISHED GRADE	TELBX	TELEPHONE BOX
FH	FIRE HYDRANT	TBX	TRAFFIC CONTROL BOX
FL	FLOW LINE	TMKR	TELEPHONE MARKER
FM	FARM-TO-MARKET	TOA	TOP OF ASPHALT
FN	FENCE	TOC	TOP OF CURB
FOC	FIBER OPTIC CABLE	TOW	TOP OF WATER
FOCM	FIBER OPTIC CABLE MARKING	TR	TREE
G	GRAVEL	TRNS	TRANSFORMER
GDR	GRAVEL DRIVE	TSL	TRAFFIC SIGNAL LIGHT
GL	GAS LINE	TSM	TELEPHONE LINE SPOT MARKING
GLMKR	GAS LINE MARKER	VA	VALVE
GLSM	GAS LINE SPOT MARKING	WB	WATER BIBB
GM	GAS METER	WDFN	WOODEN FENCE
GV	GAS VALVE	WFN	WIRE FENCE
GW	GUY WIRE	WL	WATER LINE
HCDR	HIDALGO COUNTY DEED RECORDS	WLSM	WATER LINE SPOT MARKING
HCOR	HIDALGO COUNTY OFFICIAL RECORDS	WM	WATER METER
HCMR	HIDALGO COUNTY MAP RECORDS	WP	WOODEN POST
HCR	HANDICAP RAMP	WV	WATER VALVE
HDW	HEADWALL	WWSM	WASTE WATER LINE SPOT MARKING
HWM	HIGH WATER MARK	YD	YARD DRAIN
IR	IRON ROD		
IRS	IRON ROD SET		

SYMBOLS

- Iron Pipe
- Iron Rod
- Tree
- Sign
- HL&P Tower
- Mhel (Manhole electric)
- Power pole
- Pptrn (Power Pole w/transformer)
- Guy (Down guy)
- Gas meter (Gm)
- Gv (Gas valve)
- Mhsn (Sanitary sewer manhole)
- Snco (Clean out)
- Culv (Culvert pipe)
- Grinl (Grate inlet)
- Mhst (Storm sewer manhole)
- Sgnstp (Stop sign)
- Trjb (Traffic junction box)
- Trlpl (Traffic light pole)
- Fh (Fire hydrant)
- Wm (Water meter)
- Wv (Water valve)
- Shrub
- Acap (Aluminum cap)
- Bdisk (Brass disk)
- Fnd IP (Iron Pipe found)
- Fnd IR (Iron Rod found)
- Nail
- Bm (Benchmark)
- Rowmkr (R.O.W. marker)
- Irr Box
- Irr standpipe
- Irr gate valve
- Grdpst (Guardrail post)
- Mailbox
- Stsgn (Street sign)
- Palm
- Catvbox (Cable Tv box)
- Ebox (Electrical box)
- Eltrn (Electrical transformer)
- Emkr (Electrical marker)
- Lp (Light Pole)
- Pplt (Power pole w/light)
- Pipe
- Gasreg (Gas regulator)
- Mhgs (Mahole Gas)
- Pipvnt (Pipe vent/stand pipe)
- Wvmkr (Water valve marker)
- Crbinl (Curb Inlet)
- Trlt (Traffic light)
- Trsgn (Traffic sign)
- Tsbox (Traffic signal box)
- Tsigpl (Traffic signal pole)
- Mhtel (Manhole telephone)
- Pbox (Telephone pedestal)
- Phmkr (Telephone marker)
- Tlbox (Telephone box)
- Tljnc (Telephone junction box)
- Tlpol (Telephone pole)
- Spkhd (Sprinkler head)
- Wtrwell (Water well)
- Water Bibb
- Cps (Cotton Picker Spindle)

LEGEND

- WATER PIPE
- SANITARY SEWER PIPE
- STORM DRAIN PIPE
- IRRIGATION PIPE
- TELEPHONE LINE
- FIBER OPTIC CABLE
- GAS LINE
- OVERHEAD ELECTRICAL LINE
- WOOD FENCE
- HOG-WIRE FENCE
- CHAINLINK FENCE
- RIGHT-OF-WAY LINE

NOTE:
THE (HORIZONTAL AND/OR VERTICAL LOCATION OF EXISTING UNDERGROUND UTILITIES AS ILLUSTRATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF SAID UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION/EXCAVATING IN THE AREA OF EXISTING UTILITIES

UTILITY COMPANY:	CONTACT PERSON:	PHONE:
DIG-TESS		800-DIG-TESS
A.E.P.	Carmen Morales	956-283-2369
MAGIC VALLEY	Bryan Acosta	956-289-4040
TIME WARNER COMMUNICATION	Rick Pupek	956-412-5458
ATT SWBT	Lucy Salinas	956-630-8261
HIDALGO COUNTY DRAINAGE DISTRICT #1	Noe Saldivar	956-292-7080
NORTH ALAMO WATER SUPPLY CORPORATION	Lucy Leal	956-383-1619
HIDALGO COUNTY IRRIGATION DISTRICT No. 1	Bobby Russel McDaniel	956-383-3886
TEXAS GAS SERVICE	Mike Martinez	956-578-7496
SPECTA ENERGY (TEXAS EASTERN CORP.)	Freddy Pattalan	956-607-6255
TXDOT		956-702-6101

QUANTITY ABBREVIATIONS

AC	ACRE
CF	CUBIC FEET
CY	CUBIC YARD(S)
EA	EACH
LF	LINEAR FEET
LS	LUMP SUM
SF	SQUARE FEET
SY	SQUARE YARD(S)

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TEX-MEX DRAIN DITCH IMPROVEMENTS

ROAD CROSSINGS SYMBOLS, LEGENDS & ABBREVIATIONS

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER
05/10/16

This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

JOSE N. SALDIVAR-P.E. No. 94076

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CHECKED BY:	R.S./N.S.
TOPO BY:	EDGAR I.
SHEET:	G01-03

Drawing: I:\Drainage District No. 1\SENIOR DRAN-SANCARLOS\Tex Mex Drain Ditch Crossings\Symbols and legend.dwg)
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GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1, HIDALGO COUNTY IRRIGATION DISTRICT No. 2 AND CITY OF EDINBURG.
2. THE DRAINAGE DISTRICT SHALL BE RESPONSIBLE TO CONTACT MR. RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C.) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BOBBY RUSSEL MCDANIEL WITH HIGALGO COUNTY IRRIGATION DISTRICT No. 1 (H.C.I.D. No. 1) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-3886 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
5. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.
6. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION/ADJUSTION OF ANY CONFLICTING UTILITIES. THE RELOCATION/ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
8. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS AND RIGHT OF WAY, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
9. THE CONTRACTOR SHALL PROVIDE ACCESS TO EXISTING RESIDENCES AT ALL TIMES.
10. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
11. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
12. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.
13. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
14. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.
15. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
16. THE CONTRACTOR SHALL ADJUST EXISTING N.A.W.S.C. WATER LINES AS REQUIRED TO INSTALL DRAINAGE IMPROVEMENTS SAID ADJUSTMENTS SHALL BE COORDINATED WITH N.A.W.S.C. PRIOR TO COMMENCEMENT OF WORK. SAID WATER LINE ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
17. THE CONTRACTOR SHALL ADJUST AND CONNECT TO NEW SYSTEM EXISTING FIELD DRAIN LINES AT PROPOSED LOCATIONS. SAID WORK SHALL BE COORDINATED WITH H.C.I.D. No. 2 PRIOR TO COMMENCEMENT OF WORK. SAID LINE ADJUSTMENTS AND CONNECTIONS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
18. THE CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHTS-OF-WAY OF THE CITY, COUNTY, OR STATE.
19. DURING EXCAVATION OPERATIONS FOR DRAINAGE AND/OR UTILITIES, THE CONTRACTOR SHALL NOT PILE EXCAVATED MATERIAL OR EXCAVATE WITHIN THE DRIP LINE OF TREES THAT ARE TO BE PRESERVED.
20. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).
21. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT-OF-WAY TO HAVE POSITIVE FLOW TO THE PROPOSED DRAINAGE SYSTEM.
24. THE CONTRACTOR SHALL PROVIDE/MAINTAIN ADEQUATE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
25. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
26. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY IN PREPARATION OF PROPOSED IMPROVEMENTS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT DRAINAGE DISTRICT No 1. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY DRAINAGE DISTRICT No 1. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.
27. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.
28. THE CONTRACTOR SHALL BE RESPONSIBLE TO FOLLOW ALL T.C.E.Q. STORM WATER POLLUTION PREVENTION PLAN (SWP3) REQUIREMENTS AS PER SWP3 SHEETS AND AS STATED IN TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT (TPDES TXR150000, EFFECTIVE DATE MARCH 5, 2008), INCLUDING N.O.I. SUBMITTAL AND MS4 NOTIFICATION.
29. FLEXIBLE BASE AGGREGATE SHALL MEET THE REQUIREMENTS IN THE TABLE BELOW. NEW CALICHE MATERIAL SHALL BE TREATED WITH 0.5% LIME BY DRY WEIGHT OF MATERIAL IF THE PLASTICITY INDEX OF SAID MATERIAL IS GREATER THAN 12.

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902 DOOLITTLE RD
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HIDALGO COUNTY DRAINAGE DISTRICT No. 1

TEX-MEX DRAIN DITCH IMPROVEMENTS

ROAD CROSSINGS
GENERAL NOTES

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

05/19/16

JOSE N. SALDIVAR, P.E. No. 94076

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TOPO BY: EDGAR I.
SHEET: G01-04

Drawing: I:\Drainage District No. 1\SENIOR DRAIN-SANCARLOS\Tex Mex Drain Ditch Crossings\G NOTES.dwg)
Layout Tab: GENERAL NOTES Date: 05/19/2016 Time: 08:21:25 AM

GENERAL NOTES (CONT):

30. ALL ROAD CROSSINGS SHALL BE REPLACED WITH A MINIMUM OF 8" COMPACTED CALICHE AND 2" HMAC OR LIKE SECTION, WHICHEVER IS GREATER.

31. THE DRAINAGE DISTRICT WILL PROVIDE CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR CURB & GUTTER, ROADWAY, STORM DRAIN PIPE, ROADSIDE DITCHES, DRIVEWAY CULVERTS AND DITCH WORK.

32. THE CONTRACTOR SHALL CONNECT PROP. IRRIGATION LINE WITH EXISTING IRRIGATION PIPE IN ACCORDANCE WITH H.C.I.D. No 2 SPECIFICATIONS. SUPPORT COLLARS MAY BE USED. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGE TO THE EXIST. LINE CAUSED BY THIS WORK. ELBOWS AND MISC. FITTINGS SHALL ALSO BE USE TO ACHIEVE A 1.0 FT SEPARATION BETWEEN TOP OF PROP. DRAIN LINE AND BOTTOM OF THE IRRIGATION LINE.

33. ELBOW FOR RCP OR HPP BEING PROPOSED AT THE END OF LINES SHALL BE PRE-FABRICATED AND SECURED TO THE PIPE WITH A CONCRETE COLLAR (TYPICAL ON ALL PIPE ELBOW INSTALLATIONS.) ELBOW SHALL BE REQUIRED AT ALL LOCATIONS SHOWN ON THE PLANS. THIS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL. PRE-FABRICATED ELBOWS SHALL BE FIELD CONFIRMED BY THE CONTRACTOR.

34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS. CALICHE, DIRT OR ASPHALT DRIVEWAYS SHALL BE REPLACED WITH 3" COMPACTED CALICHE AND 1" ACP. CONCRETE DRIVEWAYS SHALL BE REPLACED WITH 4" CONCRETE WITH REINFORCEMENT AS PER DETAILS. THIS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

35. FOR ALL PITS OR QUARRIES, COMPLY WITH THE "TEXAS AGGREGATE QUARRY AND PIT SAFETY ACT."

36. THE CONTRACTOR SHALL RELOCATE OR RECONSTRUCT ALL MAIL BOXES TO BE 1' BEHIND BACK OF CURB OR 3' BEHIND EDGE OF PAVEMENT. MAIL BOXES SHALL BE REPLACED TO THE SAME EXISTING CONDITIONS OR BETTER. SAID RELOCATION AND/OR RECONSTRUCTION OF MAIL BOXES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING WATER VALVES AND MANHOLES TO MATCH PROPOSED FINISH GRADE OF ROADWAY. CONCRETE COLLARS SHALL BE INSTALLED TO MATCH TOPS WITH PAVEMENT GRADE. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

38. THE CONTRACTOR SHALL INSURE A 6" MINIMUM COVER FOR DRIVEWAY CULVERTS. THE RELAYING OR REMOVAL OF DRIVEWAY PIPE CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT/RELOCATION OF ALL REGULATORY SIGNS REMOVED DUE TO CONSTRUCTION OPERATIONS WITH THE SAME SIGN ON FIXED SUPPORT(S) IMMEDIATELY UPON ITS REMOVAL. APPROVAL BY THE ENGINEER IS NECESSARY BEFORE REMOVING ANY REGULATORY ROADWAY SIGN(S). FLAGGERS ARE REQUIRED TO BE AVAILABLE TO DIRECT TRAFFIC DURING SIGN INTERMEDIATE DOWN TIME. RELOCATION OF ANY DIRECTIONAL SIGN ASSEMBLIES REMOVED DURING CONSTRUCTION OPERATIONS IMMEDIATELY UPON THEIR REMOVAL IS REQUIRED. THESE SIGNS SHALL BE RELOCATED TO A LOCATION IN ACCORDANCE WITH THE LATEST VERSION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". IN NO CASE WILL A SIGN BE REMOVED WITHOUT A REPLACEMENT SIGN AND SUPPORT(S) BEING READILY AVAILABLE AND A LOCATION ESTABLISHED. REMOVAL AND RELOCATION OF THESE SIGNS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

40. ALL CONSTRUCTION OPERATIONS SHALL BE CONDUCTED TO PROVIDE THE LEAST POSSIBLE INTERFERENCE TO TRAFFIC AS PROVIDED FOR IN THE SPECIFICATIONS, TxDOT STANDARDS, TEXAS M.U.T.C.D. AND/OR AS DIRECTED. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

41. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT/RELOCATION OF ALL REGULATORY SIGNS REMOVED DUE TO CONSTRUCTION OPERATIONS WITH THE SAME SIGN ON FIXED SUPPORT(S) IMMEDIATELY UPON ITS REMOVAL. APPROVAL BY THE ENGINEER IS NECESSARY BEFORE REMOVING ANY REGULATORY ROADWAY SIGN(S). FLAGGERS ARE REQUIRED TO BE AVAILABLE TO DIRECT TRAFFIC DURING SIGN INTERMEDIATE DOWN TIME. RELOCATION OF ANY DIRECTIONAL SIGN ASSEMBLIES REMOVED DURING CONSTRUCTION OPERATIONS, IMMEDIATELY UPON THEIR REMOVAL, IS REQUIRED. ALL SIGNING, BARRICADING AND TRAFFIC CONTROL SHALL CONFORM TO THE LATEST VERSION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". IN NO CASE WILL A SIGN BE REMOVED WITHOUT A REPLACEMENT SIGN AND SUPPORT(S) BEING READILY AVAILABLE AND A LOCATION ESTABLISHED. REMOVAL AND RELOCATION OF THESE SIGNS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

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HIDALGO COUNTY DRAINAGE DISTRICT No. 1

TEX-MEX DRAIN DITCH IMPROVEMENTS

ROAD CROSSINGS
GENERAL NOTES

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER

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05/10/16

JOSE N. SALDIVAR-P.E. No. 94076

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TOPO BY: EDGAR I.
SHEET: G01-05

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Layout Tab: GENERAL NOTES (2) Date: 05/10/2016 Time: 08:20:52 AM

MATCH LINE
STA. 4+00.00

2~47' of 48" HDPE
PIPE @ 0.02%
1~19' of 18" HDPE
PIPE @ 0.10%
EXIST. 72 L.F. OF 18" PIPE
(TO BE REMOVED)
PROP. C INLET 2
STA:3+31.68 OFF:-21.02L
TOP:75.00
FL:69.96
INV IN:69.96 18" RCP
INV OUT:69.96 18" HDPE
1~42' of 18" HDPE
PIPE @ 0.10%
PROP. C INLET 1
STA:3+31.68 OFF:-62.71L
TOP:74.19
FL:70.00
INV OUT:70.00 18" HDPE

EXIST. 43 L.F. OF 36" PIPE
(TO BE REMOVED)
EXIST. STORM MANHOLE
(TO BE REMOVED)
PROP. JUNCTION BOX 1
STA:3+31.68 OFF:0.00
TOP:75.18
FL:64.31
INV IN:69.94 18" RCP
INV OUT:64.31 48" HDPE
2~199' of 48" HDPE
PIPE @ 0.02%
EXIST. FENCE
(TO BE REMOVED BY OTHERS)
CUT AND REPAIR
ASPHALT (47 SY)
EXIST. 6" WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)
2~132' of 48" HDPE
PIPE @ 0.02%

CUT & REPAIR
ASPHALT (55 SY)
PROP. JUNCTION BOX 2
STA:1+32.80 OFF:0.00
TOP:77.69
FL:64.03
INV OUT:64.27 48" HDPE
INV OUT:64.27 48" HDPE
EXIST. 2" WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)
PROP. PIPE
W/CONC.
RIP RAP
FL:64.24

40.00' DRAINAGE EASM'T
VOL. 33, PG. 121
MAGNOLIA VILLAGE DRIVE
50.00' GAS EASM'T
TEX-MEX ROAD
MAGNOLIA VILLAGE
SUBDIVISION
VOL. 33, PG. 121

15 16 17 18 31 30 29

3+00 2+00 1+00 0+00

N

MATCH LINE
STA. 4+00.00

DIRT FILL
(12 CY)
PROP. JUNCTION BOX 1
STA:3+31.68 OFF:0.00
TOP:75.18
FL:64.31
INV IN:69.94 18" RCP
INV OUT:64.31 48" HDPE
PROP. JUNCTION BOX 2
STA:1+32.80 OFF:0.00
TOP:77.69
FL:64.03
INV OUT:64.27 48" HDPE
INV OUT:64.27 48" HDPE
CUT AND REPAIR
ASPHALT
EXIST. 6" WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)
CONC. RIP RAP
(3 CY)
CONC. RIP RAP
(8 CY)
EXIST. 2" WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)
GRADE BREAK
STA = 3+78.77
ELEV = 64.32
STA:3+89.70
ELEV:64.32
2~199' of 48" HDPE
PIPE @ 0.02%
2~132' of 48" HDPE
PIPE @ 0.02%
GRADE BREAK
STA = 0+00.00
ELEV = 64.24
2~47' of 48" HDPE
PIPE @ 0.02%
TRENCH PROTECTION OR CUTBACK SLOPES TO COMPLY
WITH OSHA STANDARDS AND SPECIFICATIONS
76.31 64.30
77.61 64.28
77.53 64.26
65.10 64.24

80 75 70 65 60

4+00 3+00 2+00 1+00 0+00

HIDALGO COUNTY
DRAINAGE DISTRICT No. 1
902 DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.co.hidalgo.tx.us

TEX-MEX DRAIN DITCH IMPROVEMENTS

TEX-MEX CROSSING
STA. 4+00.00 - STA. 0+00.00

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER
05/10/16

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JOSE N. SALDIVAR-P.E. No. 94076

SCALE: H.1"=50' / V.1"=5'
DRAWN BY: J.A.
CHECKED BY: R.S/N.S/E.Y.
TOPO BY: E.I./S.S.
SHEET: C01-01

Drawing: I:\Drainage District No. 1\SENIOR DRAIN-SALDIVAR\DGN\Tex Mex Drain Ditch Crossings\P&P 4+00- 0+00.dwg)
Layout Tab: Layout1 Date: 05/10/2016 Time: 08:22:41 AM

ABANDON 36" RCP PIPE

TEX-MEX ROAD

EXIST. TELE. LINE

EXIST. FIBER OPTIC LINE

EXIST. 6" WATER LINE

EXIST. 2" GAS LINE

EXIST. 8" SEWER LINE

CAUTION: OVERHEAD POWER LINES

18' MAINTENANCE ROAD

REMOVE 48 LF. OF 18" RCP PIPE

REMOVE 56 LF. OF 18" RCP PIPE

PROP. 2~147' L.F. of 48" HPP @ 0.01% SLOPE

PROP. CONC. RIPRAP CY.

15' MAINTENANCE ROAD

81+00 80+00 79+00 78+00 77+00 76+00 75+00

48.00' 85.00' 121.00'

PROP. CONC. RIPRAP CY.

EXIST. POWER POLE TO BE RELOCATED

PROP. PIPE FL=66.00

PI: 78+61.31

PI: 77+14.39

83RD ST.

FILL EXIST. RSD

PROP. 18" W/ S.E.T. FL=73.50

PROP. 65' L.F. of 24" HPP @ 10.42% SLOPE

PROP. 24" W/SET FL=72.80

PROP. 39' L.F. of 24" HPP @ 1.78% SLOPE

FILL EXIST. RSD

REMOVE 18" RCP LINE

PROP. 18" W/ S.E.T. FL=72.80

SAN CARLOS SUBDIVISION
VOL. 29, PG 45 H.C.M.R.

R.B. CURRY SURVEY NO. 2
VOL. 2, PG 23 H.C.M.R.
LOT 2, BLOCK 3

EXIST. NATURAL GROUND

PROP. BENCH DITCH

3.06%

TOP OF DITCH
STA = 78+38.47
ELEV = 77.41

TOP OF DITCH
STA = 77+39.15
ELEV = 76.00

EXIST. 83RD ROAD

EXIST. FIBER OPTIC LINE

PROP. BENCH DITCH

EXIST. NATURAL GROUND

PROP. CONC. RIPRAP CY.

EXIST. TELE. LINE

EXIST. 2" GAS LINE

EXIST. 6" WATER LINE

EXIST. 8" SEWER LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

DITCH FL
STA = 78+61.51
ELEV = 64.09

PROP. 2~147' L.F. of 48" HPP @ 0.01% SLOPE

DITCH FL
STA = 77+14.39
ELEV = 64.08

TRENCH PROTECTION OR CUTBACK SLOPES
TO COMPLYWITH OSHA STANDARDS
AND SPECIFICATIONS

80 75 70 65 60

81+00 80+00 79+00 78+00 77+00 76+00 75+00

HIDALGO COUNTY
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TEL:(956) 292-7080
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TEX-MEX DRAIN DITCH IMPROVEMENTS

83RD STREET CROSSING
PLAN AND PROFILE
STA. 78+16.51 - STA. 77+14.39

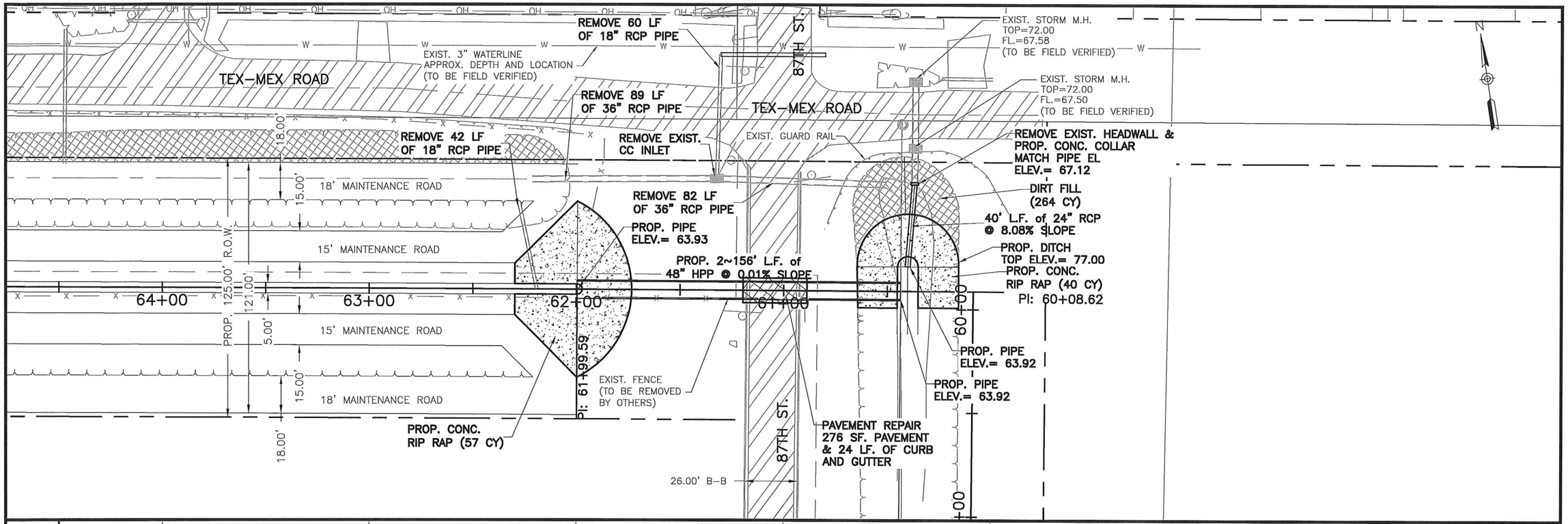
STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER

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JOSE N. SALDIVAR-P.E. No. 94076

SCALE: H.1"=50' / V.1"=5'
DRAWN BY: J.A.
CHECKED BY: R.S./N.S./E.Y.
TOPO BY: E.I./S.S.
SHEET: C01-02

Drawing: I:\Drainage District No. 1\SHAWER DRAIN-SANCARLOS\Tex Mex Drain Ditch Crossings\P&P 84+00- 79+00.dwg)
Layout Tab: Layout1 Date: 05/10/2018 Time: 08:25:08 AM



HIDALGO COUNTY
DRAINAGE DISTRICT No. 1

902 DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.co.hidalgo.tx.us

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

TEX-MEX DRAIN DITCH IMPROVEMENTS

87TH STREET CROSSING
PLAN AND PROFILE
STA. 61+99.59 - STA. 60+43.61

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER

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JOSE N. SALDIVAR-P.E. No. 94076

SCALE: H.1"=50' / V.1"=5'
DRAWN BY: J.A.
CHECKED BY: R.S/N.S/E.Y.
TOPO BY: E.I./S.S.
SHEET: C01-03

Drawing: I:\Drainage District No. 1\SPANISH DRAIN-SANCARLOS\Tex Mex Drain Ditch Crossings\P&P 64+00- 59+00.dwg)
Layout Tab: Layout1 Date: 05/10/2016 Time: 08:25:06 AM

R.B. CURRY SURVEY NO. 2
VOL. 2, PG 23 H.C.M.R.
LOT 1, BLOCK 3

R.B. CURRY SURVEY NO. 2
VOL. 2, PG 23 H.C.M.R.
LOT 4, BLOCK 4

N

EXIST. 18" RCP W/SET

EXIST. 3" WATERLINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. TELEPHONE LINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. SEWER M.H. TOP=74.14 FL.=63.81

EXIST. SEWER M.H. TOP=75.03 FL.=SEALED

EXIST. 42" RCP PIPE

EXIST. 100.00' H.C.D.D. No. 1 R.O.W.

EXIST. 50.49' DRAIN DITCH

PROP. RIP-RAP (5 CY)

PROP. RIP-RAP (5 CY)

39+00 38+00 37+00 36+00 35+00 34+00 33+00

149' L.F. of 48" RCP @ 0.01% SLOPE

EXIST. 82.31' H.C.D.D. No. 1 R.O.W.

EXIST. 49.94' DRAIN DITCH

PROP. PIPE FL. ELEV: 63.70

PI: 36+90.53

PI: 35+41.98

PROP. PIPE FL. ELEV: 63.68

CAUTION: OVERHEAD POWER LINES

VAL VERDE ROAD

EXIST. 18" RCP W/SET

EXIST. 18" RCP W/SET

R.B. CURRY SURVEY NO. 2
VOL. 2, PG 23 H.C.M.R.
LOT 8, BLOCK 3

R.B. CURRY SURVEY NO. 2
VOL. 2, PG 23 H.C.M.R.
LOT 5, BLOCK 4

80 75 70 65 60

EXIST. NATURAL GROUND

EXIST. NATURAL GROUND

EXIST. ℄ OF VAL VERDE ROAD

EXIST. 3" WATERLINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. TELEPHONE LINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

PROP. RIP-RAP (5 CY)

PROP. RIP-RAP (5 CY)

EXIST. 42" RCP PIPE

149' L.F. of 48" RCP @ 0.01% SLOPE

PROP PIPE FL ELEV:63.70

PROP PIPE FL ELEV:63.68

39+00 38+00 37+00 36+00 35+00 34+00 33+00

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TEX-MEX DRAIN DITCH IMPROVEMENTS

VAL VERDE ROAD CROSSING
PLAN AND PROFILE
STA. 36+90.52 - STA. 35+41.98

STATE OF TEXAS
JOSE N. SALDIVAR
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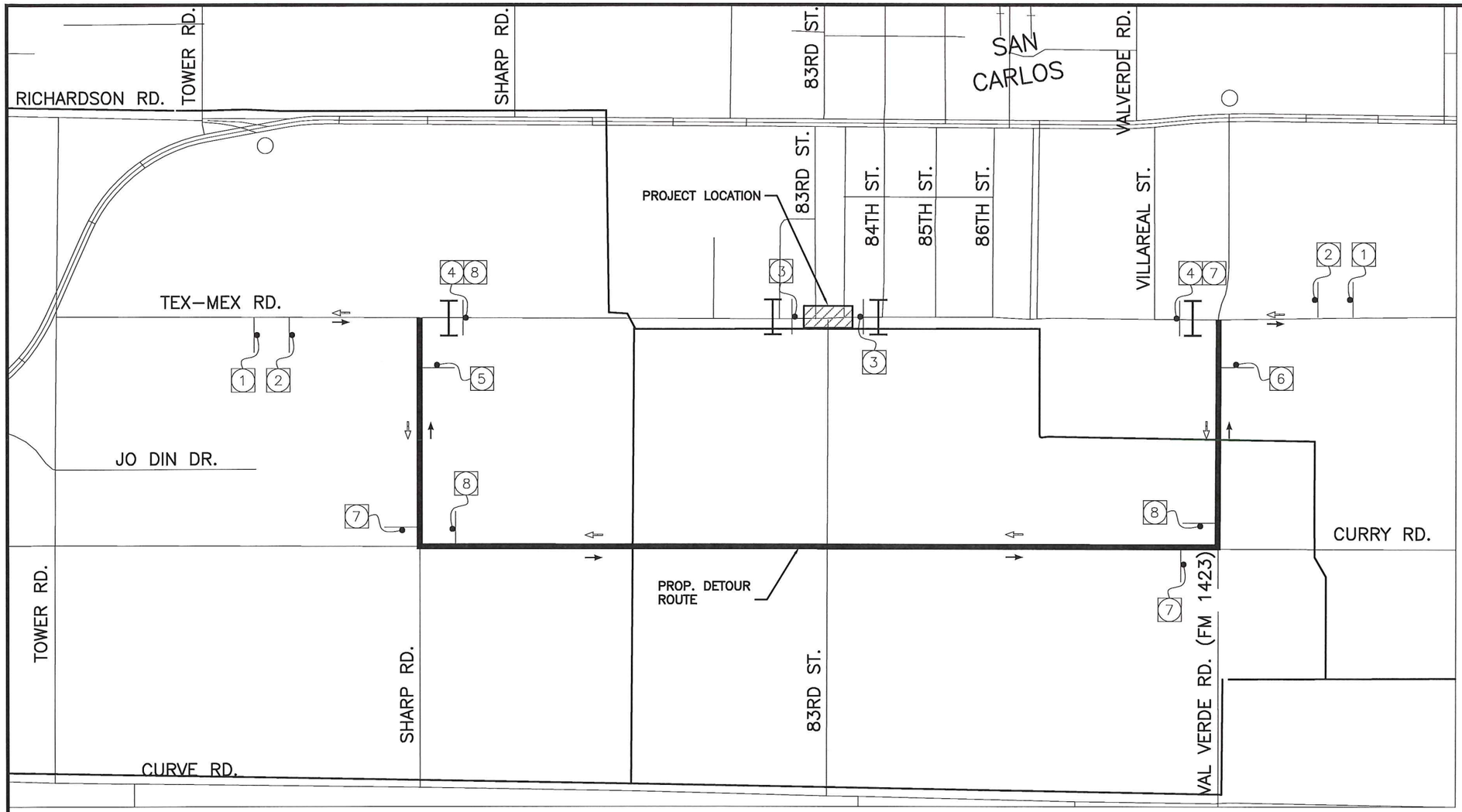
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05/10/16

JOSE N. SALDIVAR-P.E. No. 94076

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DRAWN BY: J.A.
CHECKED BY: R.S./N.S./E.Y.
TOPO BY: E.I./S.S.
SHEET: C01-04

Drawing: I:\Drainage District No. 1\SENIOR DRAIN-SANCARLOS\Tex Mex Drain Ditch Crossings\P&P 39+00- 33+00.dwg)
Layout Tab: Layout1 Date: 05/10/2016 Time: 08:23:52 AM



GENERAL NOTES:

1. ALL TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE LATEST TEXAS MUTC. AND IN ACCORDANCE WITH APPLICABLE STANDARDS REFER TO "BC" AND "TCP" STANDARDS FOR SIGN SPACING AND ADDITIONAL SIGNING.
2. CONTRACTOR SHALL PLACE ALL TCP DEVICES AS DEPICTED UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
3. CONTRACTOR SHALL INSTALL ALL TRAFFIC CONTROL DEVICES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
4. CONTRACTOR SHALL REMOVE ALL TRAFFIC CONTROL DEVICES UPON COMPLETION OF CONSTRUCTION AND APPROVAL OF THE ENGINEER.
5. CONTRACTOR SHALL CLOSE 4.0' DEEP CUTS DAILY NO OPEN TRENCHES SHALL BE LEFT OVER NIGHT.
6. CONTRACTOR TO ADVANCE BY SEGMENTS FROM EAST TO WEST AND FULLY CLOSE ROAD WHEN INSTALLING PIPES AT EACH SEGMENT AS SHOWN IN DETAIL.
7. CONTRACTOR SHALL PROVIDE AN ALL WEATHER ACCESS FACILITY TO LOCAL RESIDENTS.



CW20–2D
48" x 48"
1



R11–2
48" x 30"
3


R3–1
24" x 24"
5



M4–10L
48" x 18"
7



CW20–3D
48" x 48"
2



R11–4
4


R3–2
24" x 24"
6



M4–10R
48" x 18"
8

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TEX-MEX DRAIN DITCH IMPROVEMENTS

83rd STREET CROSSING
TRAFFIC CONTROL PLAN

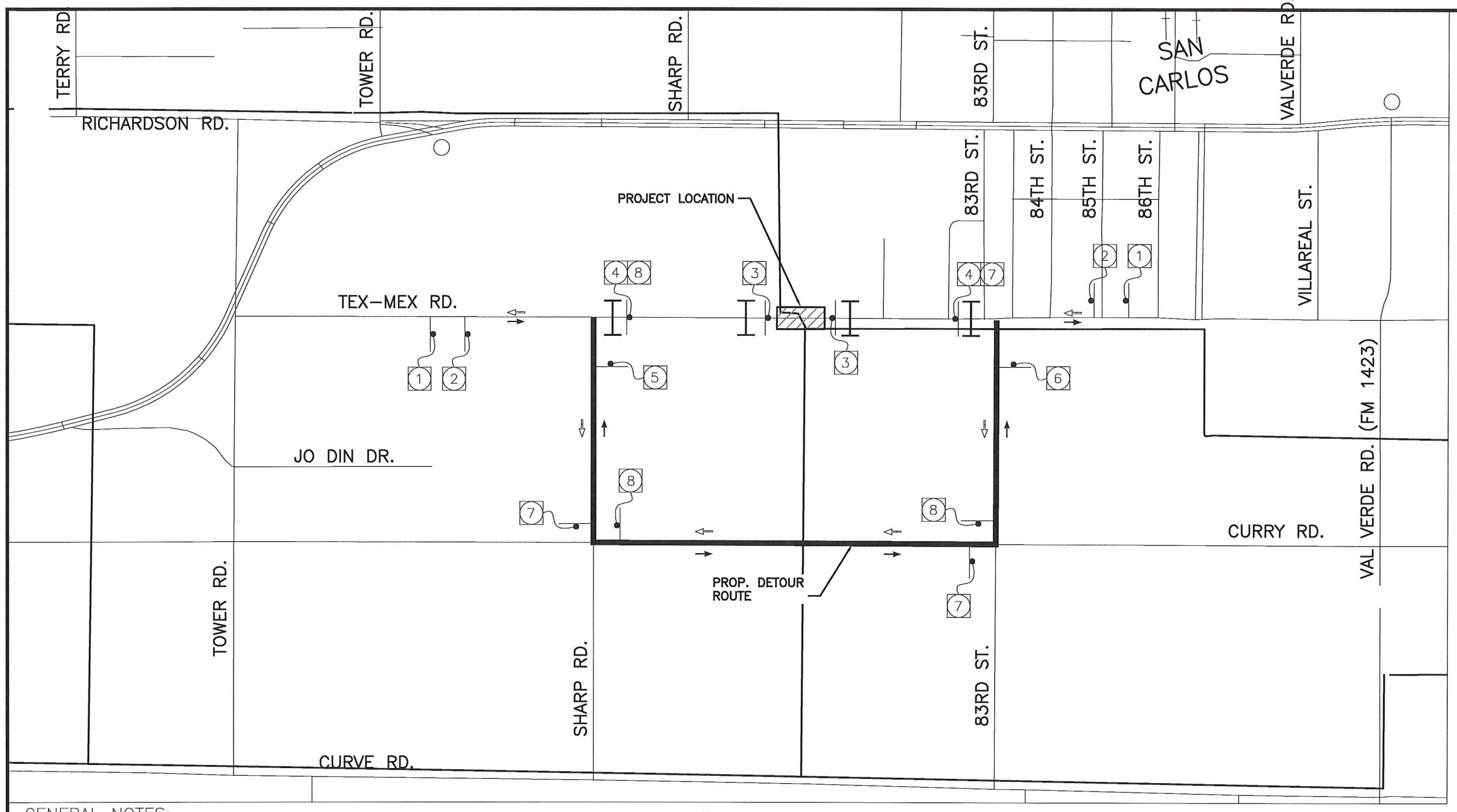


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JOSE N. SALDIVAR–P.E. No. 94076

SCALE:	1"=50'
DRAWN BY:	J.R.
CHECKED BY:	E.Y./N.S.
TOPO BY:	EDGAR I.
SHEET:	T01–01

Drawing: I:\Drainage District No. 1\SPANDR DRAN–SANCARLOS\Tex Mex Drain Ditch Crossings\TCP–83RD_CROSSING.dwg)
Layout Tab: TEX–MEX TCP XING Date: 05/10/2016 Time: 08:20:52 AM



GENERAL NOTES:

1. ALL TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE LATEST TEXAS MUTC. AND IN ACCORDANCE WITH APPLICABLE STANDARDS REFER TO "BC" AND "TCP" STANDARDS FOR SIGN SPACING AND ADDITIONAL SIGNING.
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7. CONTRACTOR SHALL PROVIDE AN ALL WEATHER ACCESS FACILITY TO LOCAL RESIDENTS.



CW20–2D
48" x 48"
1



R11–2
48" x 30"
3


R3–1
24" x 24"
5



M4–10L
48" x 18"
7

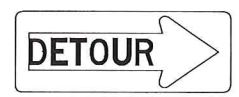


CW20–3D
48" x 48"
2



R11–4
4


R3–2
24" x 24"
6



M4–10R
48" x 18"
8

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 DOOLITTLE RD
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www.co.hidalgo.tx.us

TEX-MEX DRAIN DITCH IMPROVEMENTS

TEX-MEX CROSSING TRAFFIC CONTROL PLAN

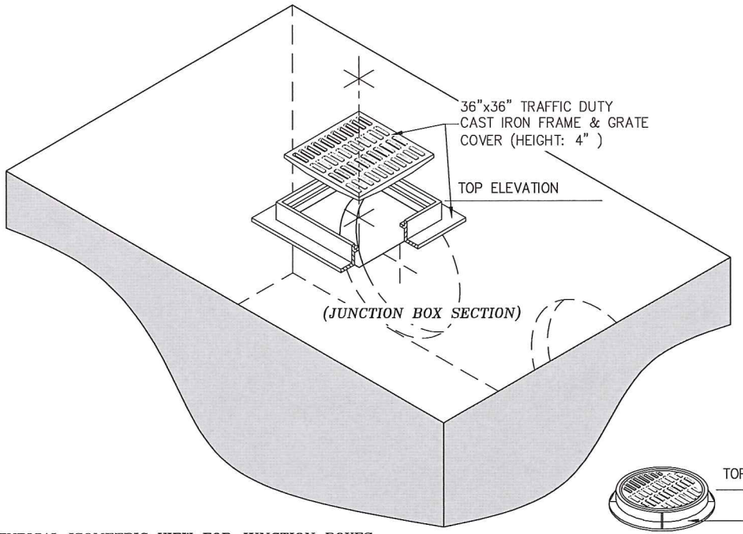
STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER

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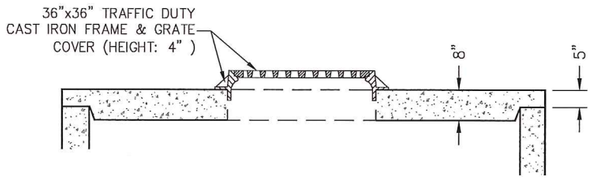
JOSE N. SALDIVAR–P.E. No. 94076

SCALE:	1"=50'
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CHECKED BY:	E.Y./N.S.
TOPO BY:	EDGAR I.
SHEET:	T01–02

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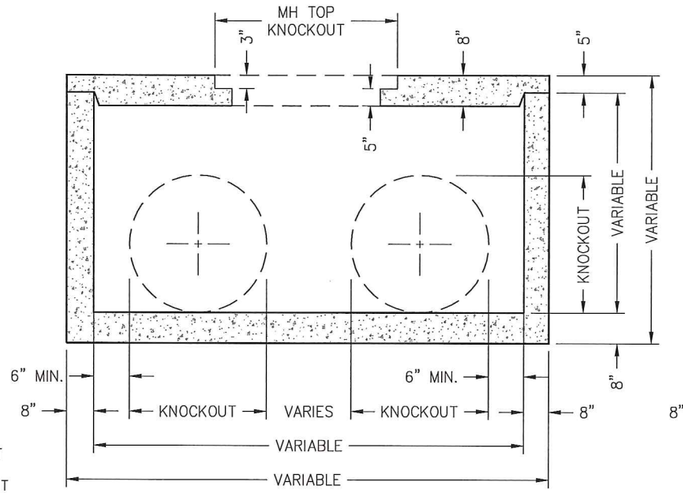


TYPICAL ISOMETRIC VIEW FOR JUNCTION BOXES WITH 3'x3' GRATE & NO MANHOLE SECTION

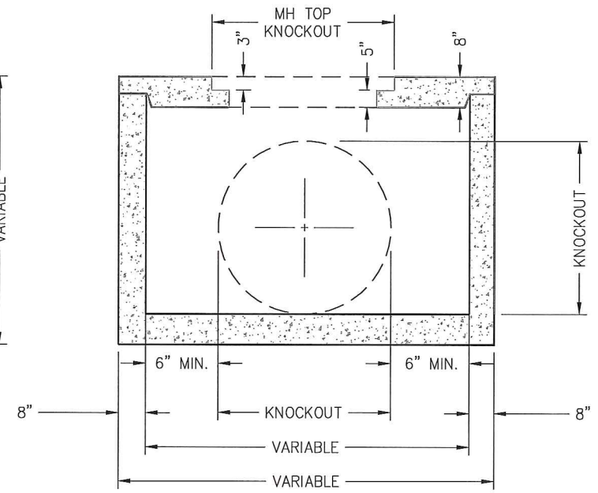


SECTION VIEW WITH 3'x3' GRATE & NO MANHOLE SECTION

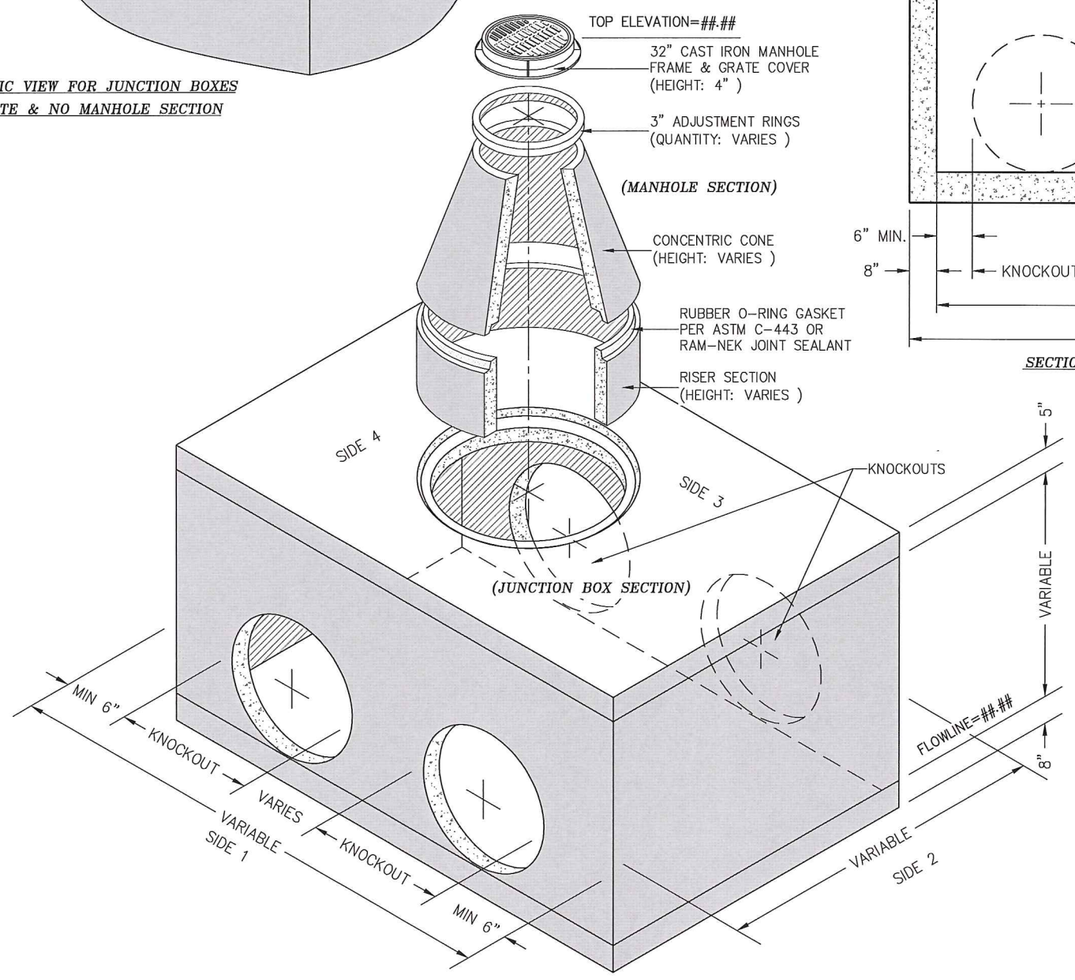
MINIMUM CLEAR DISTANCE BETWEEN PIPES	
EQUIVALENT DIAMETER	MIN. CLEAR DISTANCE
18 in.	9 in.
24 in.	11 in
30 in.	1 ft. 1 in.
36 in.	1 ft. 3 in.
42 in.	1 ft. 5 in.
48 in.	1 ft. 7 in.
54 in.	1 ft. 11 in.
60 to 84 in.	2 ft.



SECTION VIEW FOR TWIN PIPES



SECTION VIEW FOR SINGLE PIPE



TYPICAL ISOMETRIC VIEW FOR JUNCTION BOXES WITH MANHOLE SECTION

NOTES:

1. JUNCTION BOX SHALL BE OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED DEPTH. RATED FOR H-20 LOADING.
2. MANHOLE SECTION SHALL BE PRECAST 4' DIAMETER WITH RISER SECTIONS VARYING FROM 12" TO 96" TO REQUIRED DEPTH. RATED FOR H-20 LOADING.
3. CONCRETE SHALL BE CLASS 1 CONCRETE WITH OF DESIGN STRENGTH OF 4,500 PSI AT 28 DAYS.
4. REINFORCING REBAR SHALL BE AS PER SUBMITTALS. CONFORM TO ASTM A-615 ON REQUIRED CENTERS OR EQUAL.
5. CAST IRON FRAME & COVER SHALL BE PEDESTRIAN SAFE AND TRAFFIC DUTY OF GREY CAST IRON CONFORMING TO ASTM A48-76 CLASS 35.
6. ALL JOINTS SHALL BE SEALED WITH RUBBER O-RING GASKET AS PER ASTM C-443 OR RAM-NEK JOINT SEALANT.
7. JUNCTION BOX SHALL BE PLACED ON 6" SAND BEDDING AND SUBGRADE SHALL BE COMPACTED TO 95% DENSITY.
8. KNOCKOUTS FOR PIPE GOING IN SHALL BE A MINIMUM OF PIPE OUTSIDE DIAMETER + 6".
9. KNOCKOUTS FOR PIPE GOING OUT SHALL BE A MINIMUM OF PIPE OUTSIDE BELL DIAMETER + 6".
10. CONTRACTOR SHALL BE RESPONSIBLE FOR JUNCTION BOX CONFIGURATIONS AS HAVING TO INCLUDE CONE SECTION (& SIZE), RISER SECTION (& SIZE), AND No. OF ADJUSTMENT RINGS TO MEET THE SPECIFIED TOP AND FLOWLINE ELEVATIONS AS SHOWN ON PLANS.
11. JUNCTION BOX SHALL BE SUFFICIENT IN SIZE TO ACCOMODATE SINGLE AND/OR DOUBLE BARREL PIPES AS PER PLANS.
12. ALL DIMENSION TO SIZE JUNCTION BOXES AND MANHOLE SECTIONS ARE APPROXIMATE. CONTRACTOR SHALL PROVIDE ALTERNATE JUNCTION BOX DESIGN, SUBMITTALS, SIGNED AND SEALED BY LICENSED ENGINEER, TO PROJECT ENGINEER FOR APPROVAL PRIOR TO MATERIAL ORDERING.

TYPICAL JUNCTION BOX DETAIL

HIDALGO COUNTY
DRAINAGE DISTRICT No. 1
902 DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.co.hidalgo.tx.us

TEX-MEX DRAIN DITCH IMPROVEMENTS

ROAD CROSSINGS

TYPICAL JUNCTION BOX DETAIL

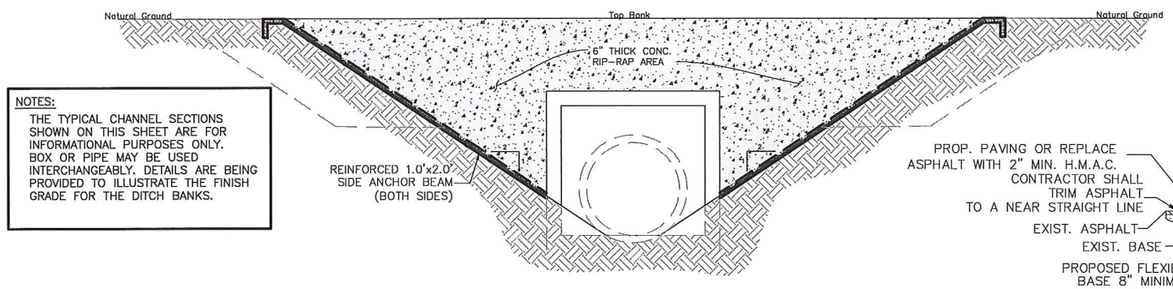
STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER
05/10/16

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JOSE N. SALDIVAR-P.E. No. 94076

SCALE: NOT TO SCALE
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CHECKED BY: R.S./N.S.
TOPO BY: EDGAR I.
SHEET: C02-01

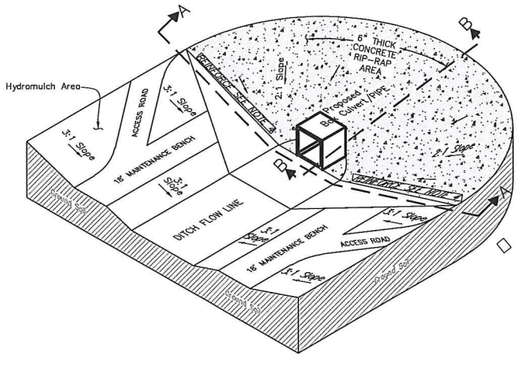
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Layout Tab: DETAILS Date: 05/10/2016 Time: 08:22:36 AM



NOTES:
THE TYPICAL CHANNEL SECTIONS SHOWN ON THIS SHEET ARE FOR INFORMATIONAL PURPOSES ONLY. BOX OR PIPE MAY BE USED INTERCHANGEABLY. DETAILS ARE BEING PROVIDED TO ILLUSTRATE THE FINISH GRADE FOR THE DITCH BANKS.

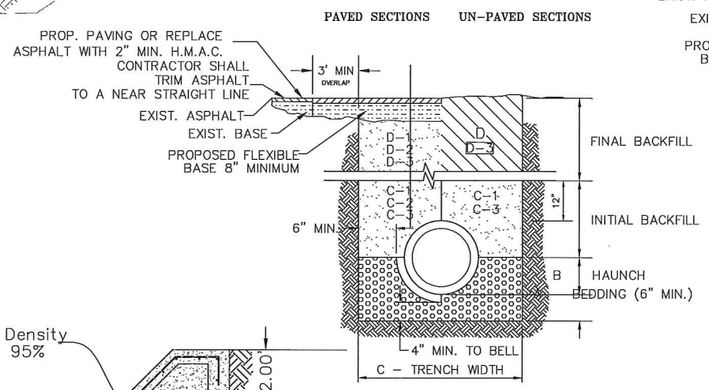
STORM DISCHARGE STRUCTURE A–A WITH RIP RAP

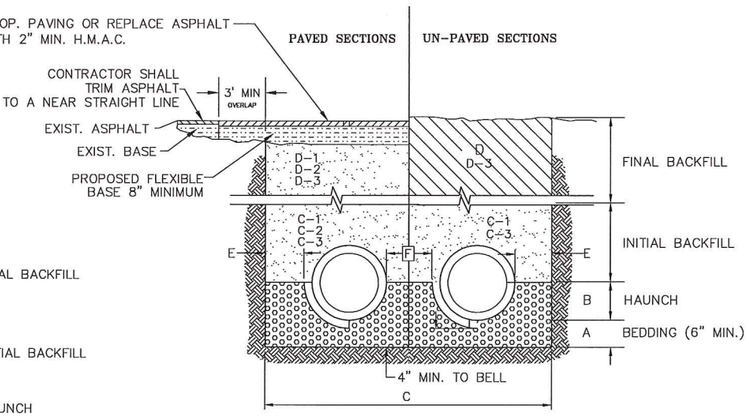
N.T.S



ISOMETRIC VIEW

N.T.S





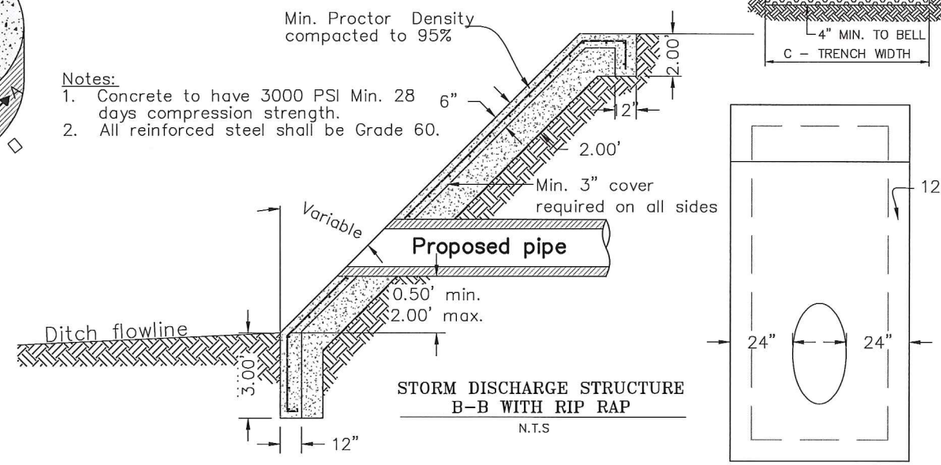
"E"
HPP PIPE SIZE 42"=17.65"
HPP PIPE SIZE 48"=19.45

"F"
HPP PIPE SIZE 42"=17"
HPP PIPE SIZE 48"=19"

"C"
HPP PIPE SIZE 42"=146.70"
HPP PIPE SIZE 48"=174.50"

STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

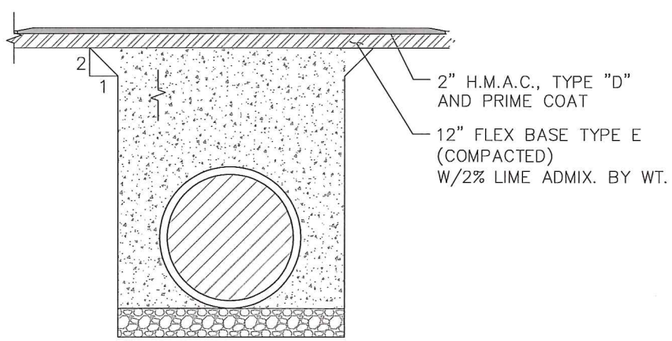


Notes:
1. Concrete to have 3000 PSI Min. 28 days compression strength.
2. All reinforced steel shall be Grade 60.

STORM DISCHARGE STRUCTURE B–B WITH RIP RAP

N.T.S

D (IN)	A (FT)	WALL THICKNESS
18"	1'	2 1/2 "
24"	1'	3"
30"	1'	3 1/2"
36"	2'	4"
42"	2'	4 1/2"
48"	2'	5"
54"	2'	5 1/2"
60"	2'	6"
72"	2'	



CUT & RESTORE PAVEMENT
TYPICAL CROSSING DETAIL

SCALE =N.T.S.

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL ¾" MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C–1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C–2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C–3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D–1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D–2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D–3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D–1 AND D–2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.co.hidalgo.tx.us

TEX-MEX DRAIN DITCH IMPROVEMENTS

TYPICAL DRAINAGE DETAILS

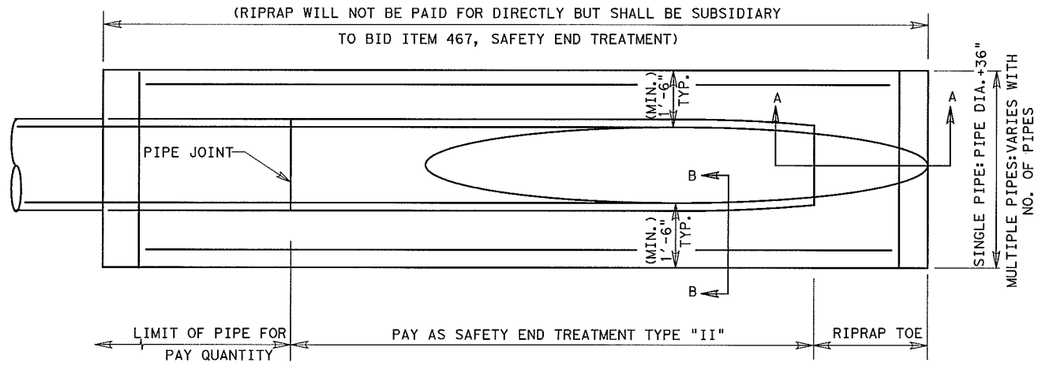
STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

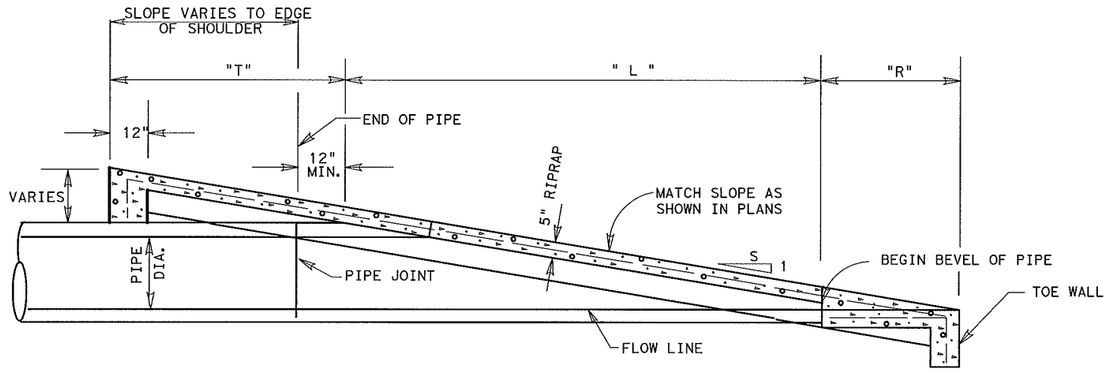
Jose N. SALDIVAR-P.E. No. 94076

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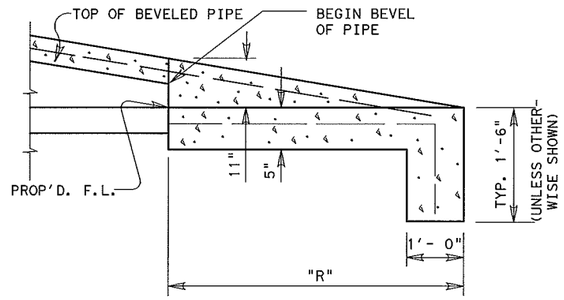
Drawing: I:\Drainage District No. 1\SENIOR DRAIN-SANCARLOS\Tex Mex Drain Ditch Crossings\DRAIN DITCH DETAILS.dwg)
Layout Tab: DETAILS Date: 05/10/2016 Time: 08:23:50 AM



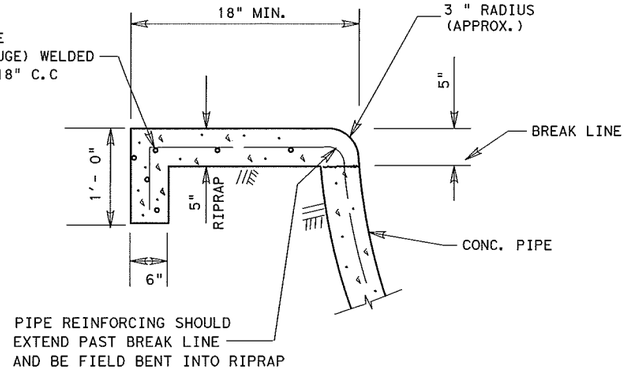
PLAN VIEW



ELEVATION
SAFETY END TREATMENT



SEC. A-A



SEC. B-B

SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA. (IN.)	"L" 3:1	4:1	5:1	6:1
12	2'-0"	2'-8"	3'-4"	4'-0"
15	2'-9"	3'-8"	4'-7"	5'-6"
18	3'-6"	4'-8"	5'-10"	7'-0"
24	5'-1½"	6'-10"	8'-6½"	10'-3"
30	6'-9"	9-0"	11'-3"	13'-6"
36	8'-6"	11'-4"	14'-2"	17'-0"
42	10'-1½"	13'-6"	16'-10½"	20'-3"
48	11'-9"	15'-8"	19'-7"	23'-6"

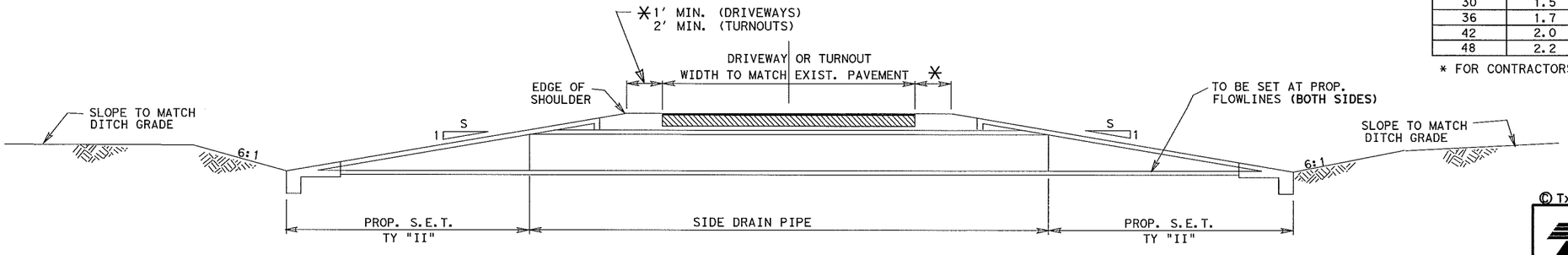
RIPRAP TOE LENGTHS

SLOPE	" R "	"T"
3:1	2'-9"	1'-9"
4:1	3'-8"	2'-4"
5:1	4'-7"	2'-11"
6:1	5'-6"	3'-6"

ESTIMATED RIPRAP VOLUME (CY)

PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
12	.9	1.1	1.3	1.6
15	1.0	1.2	1.5	1.8
18	1.1	1.4	1.6	1.9
24	1.3	1.6	2.0	2.3
30	1.5	1.9	2.3	2.7
36	1.7	2.2	2.7	3.2
42	2.0	2.5	3.1	3.6
48	2.2	2.8	3.4	4.1

* FOR CONTRACTORS INFORMATION ONLY (SINGLE PIPE)



TYPICAL SIDEDRAIN SECTION

NOTE:

ALL EXCAVATION AND BACKFILL REQUIRED AT ALL PIPE SIDE DRAIN CONNECTIONS, ADJUSTMENTS AND/OR EXTENSIONS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE SUBSIDIARY TO THE BID ITEMS INVOLVED AND IN ACCORDANCE WITH ITEM 400 "STRUCTURAL EXCAVATION".

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PHARR DISTRICT STANDARDS

TEXAS DEPARTMENT OF TRANSPORTATION

SAFETY END TREATMENT DETAILS

REV. 11/10

SET.DGN

FED.RD DIV.NO.	STATE AID PROJECT NO.		FILE NO.				SHEET NO.
6							
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.	
TEXAS	21						

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

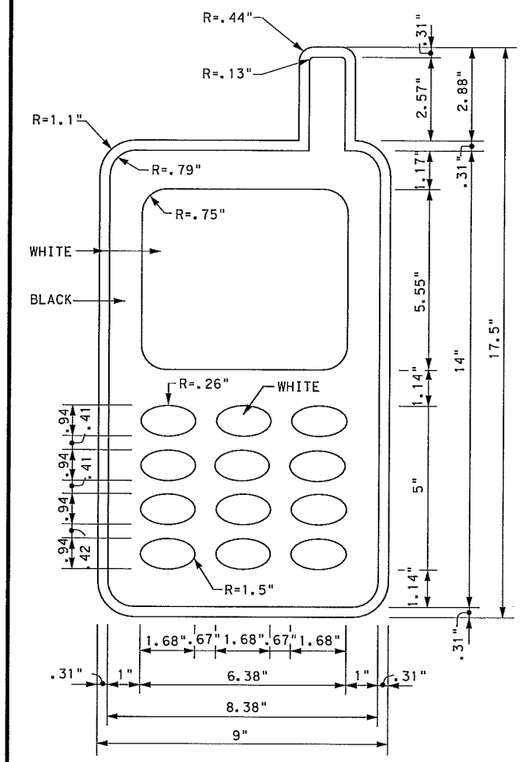
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



SIGN DETAIL (G20-10T)



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow; [STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange; [TALK OR TEXT LATER] Font: C specified length;

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation — Traffic Operations Division Standard

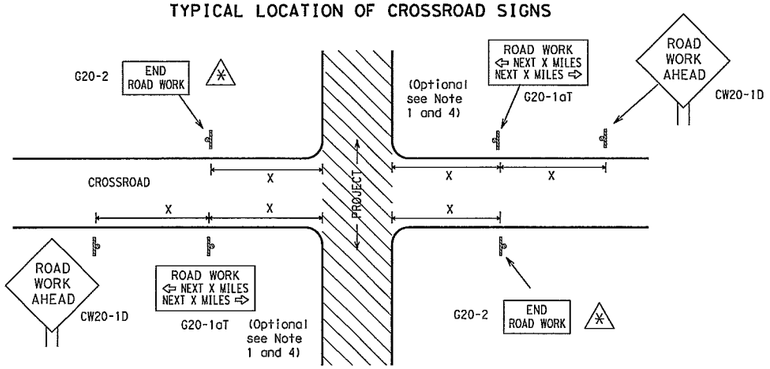
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-03 5-10 8-14 9-07 7-13	DIST	COUNTY		SHEET NO.

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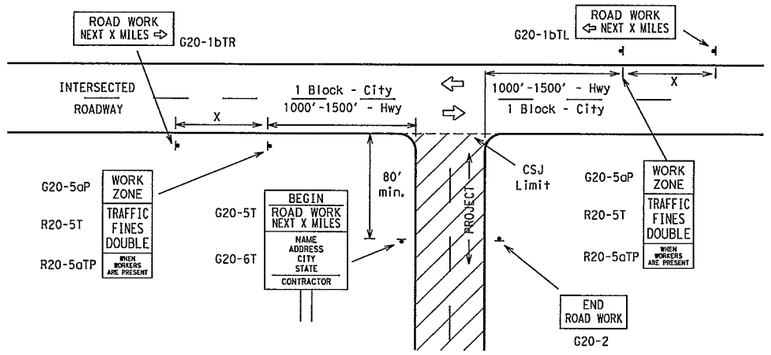
TYPICAL LOCATION OF CROSSROAD SIGNS



✳ May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
✳	✳[3]

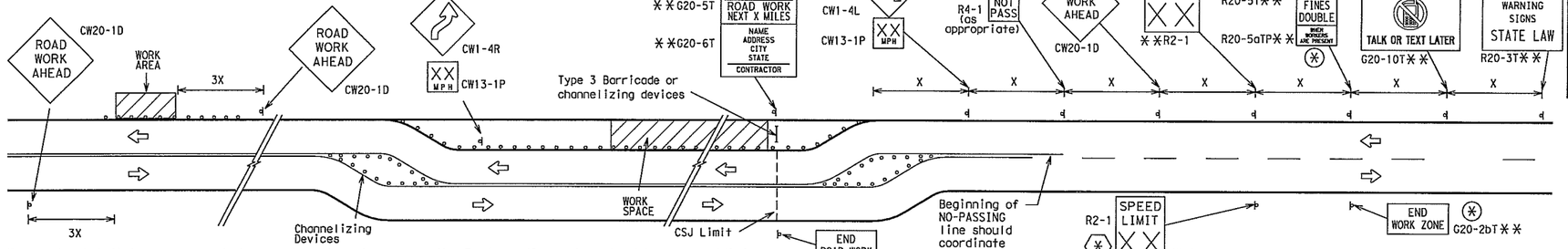
✳ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossrood Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

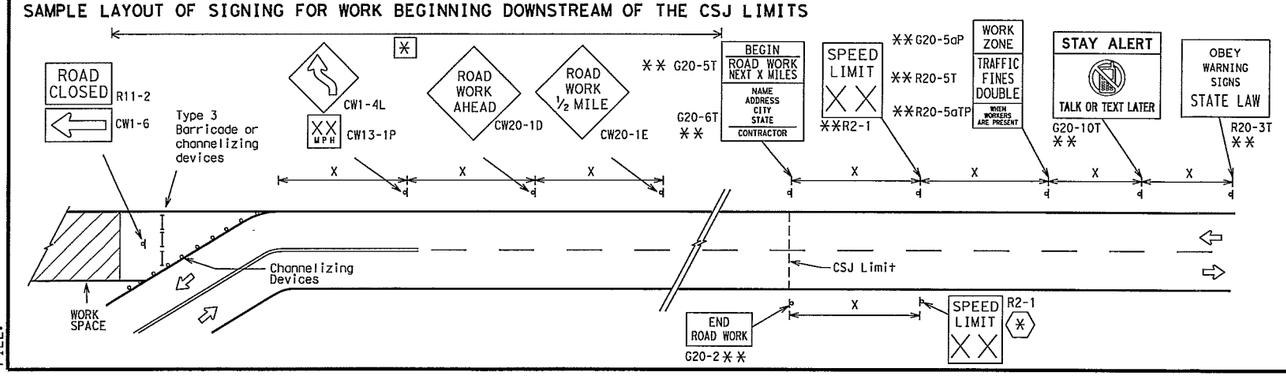
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(✳) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

✳✳ Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

✳ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(✳) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
○○○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

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7-13				

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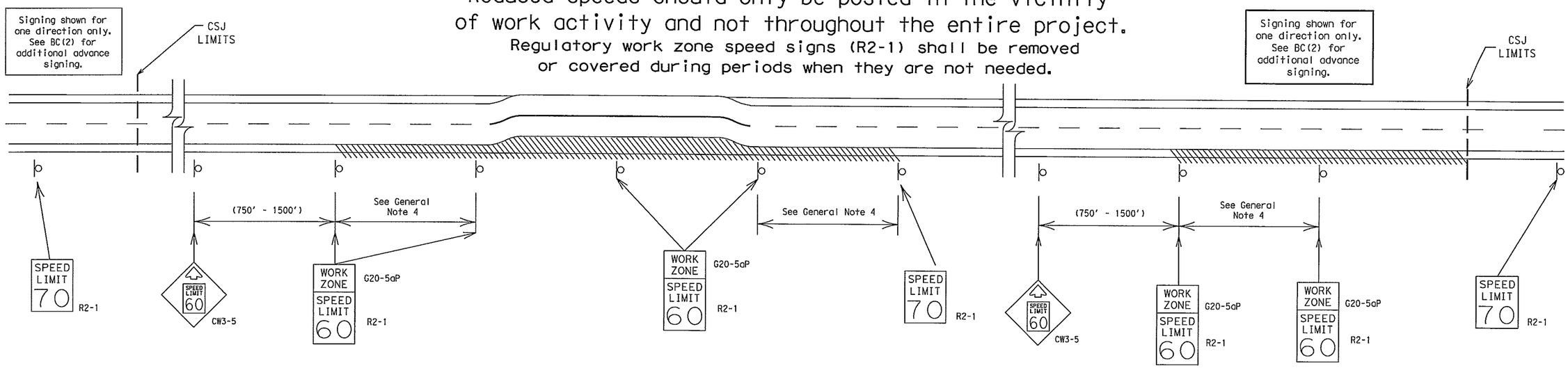
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

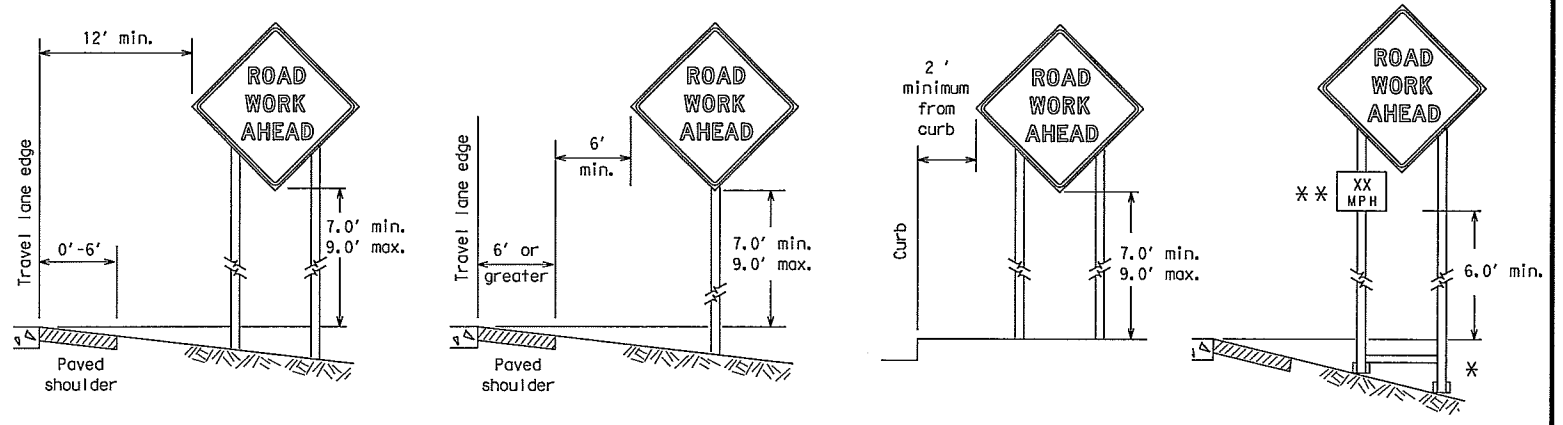
BC(3)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO.

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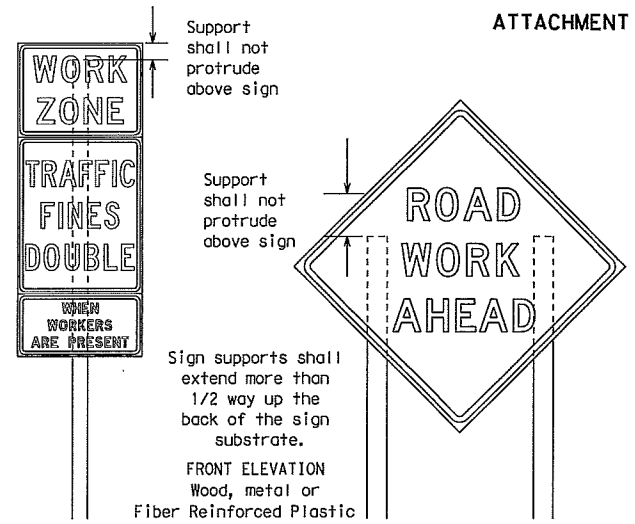
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



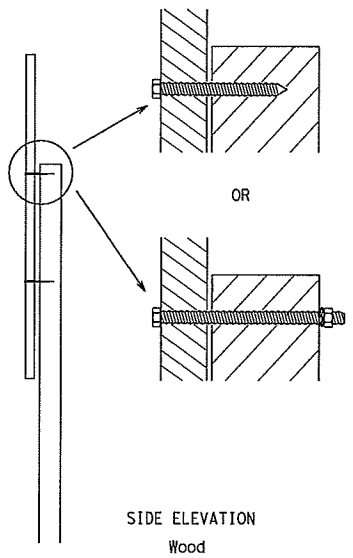
⁎ When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

⁎⁎ When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

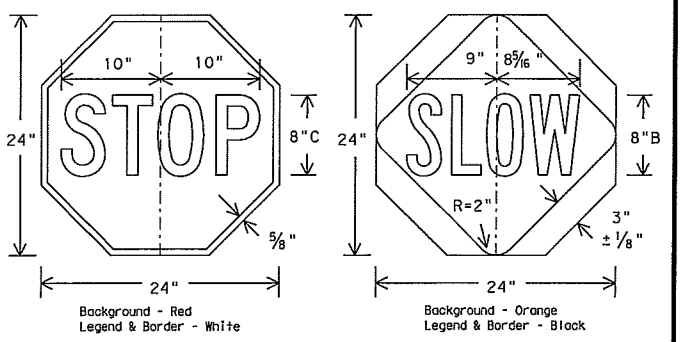


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation

Traffic Operations Division Standard

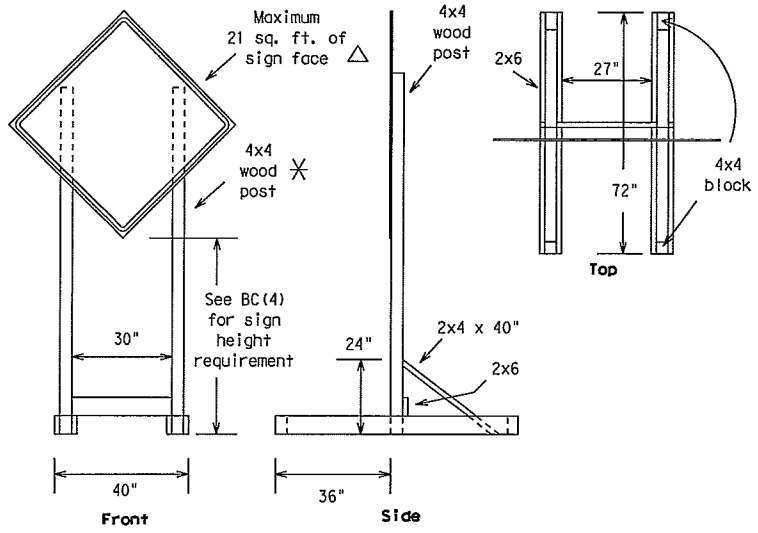
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

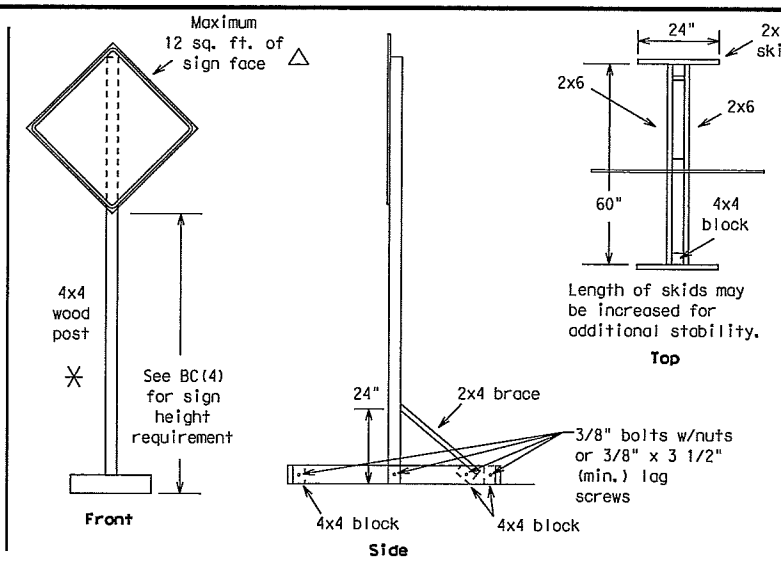
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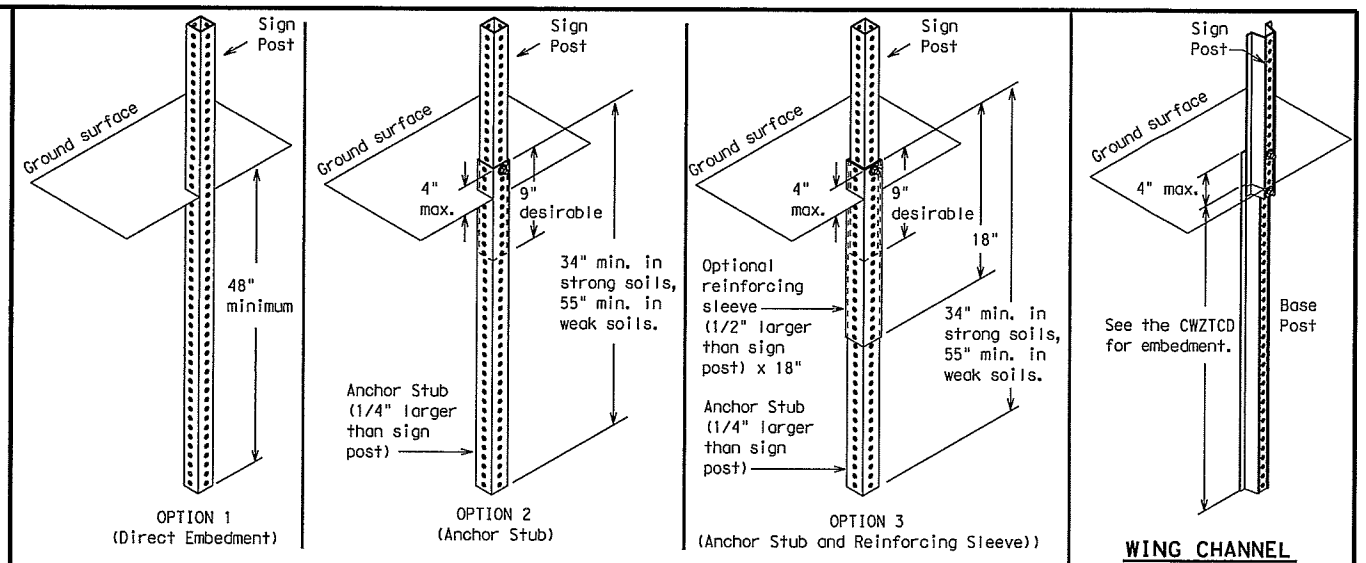
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SKID MOUNTED WOOD SIGN SUPPORTS

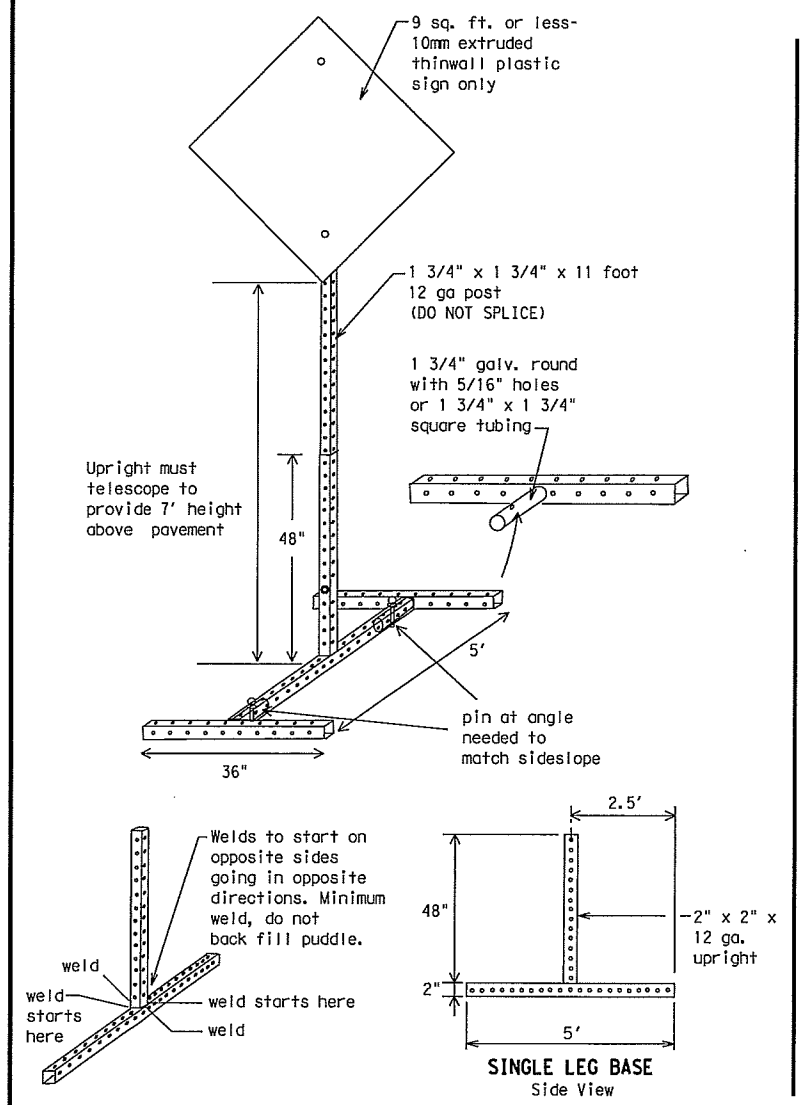
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

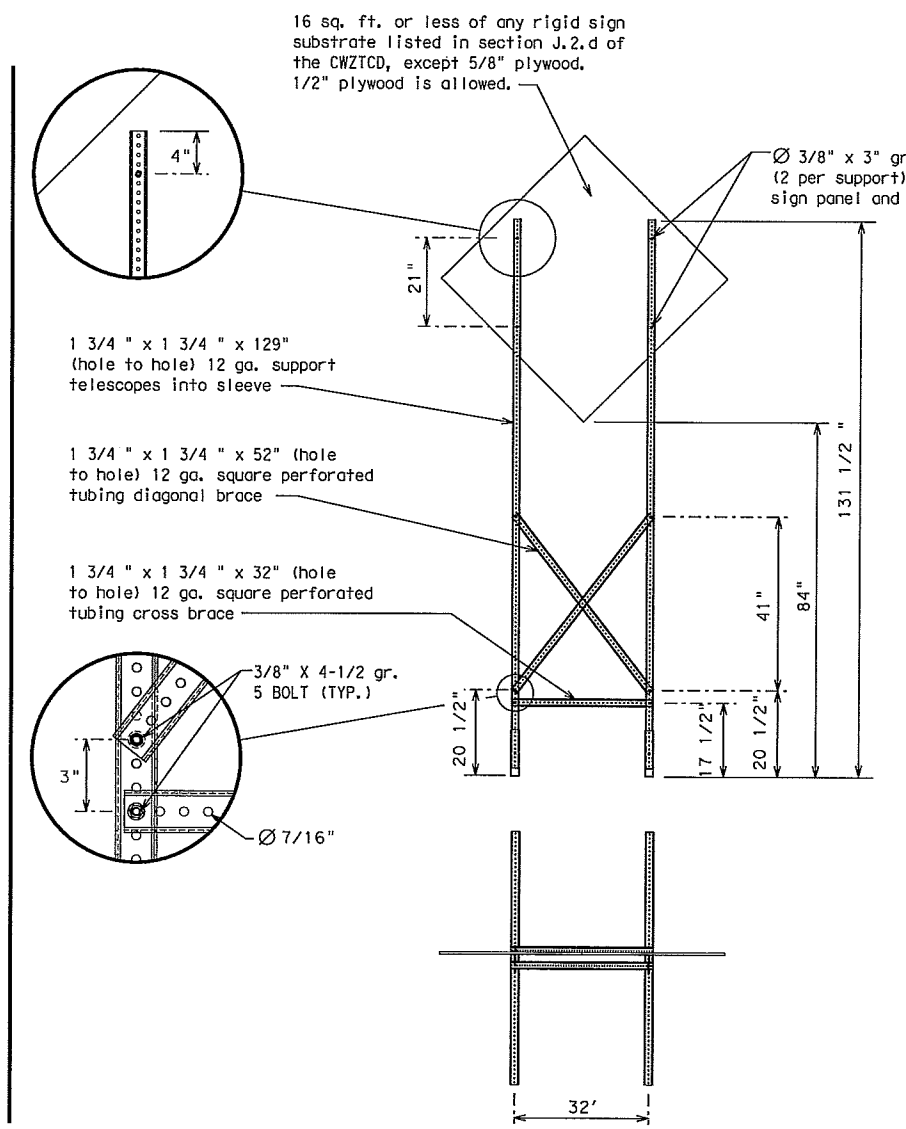


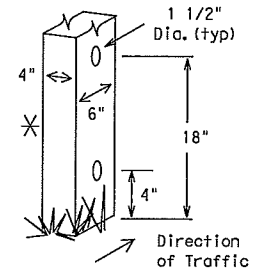
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

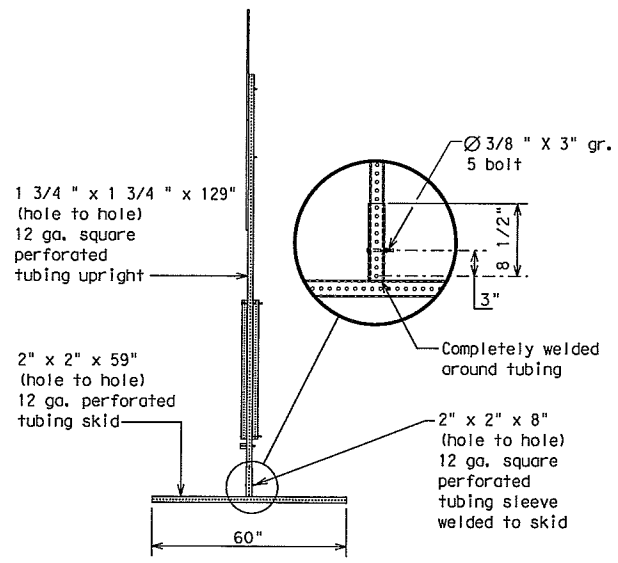






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

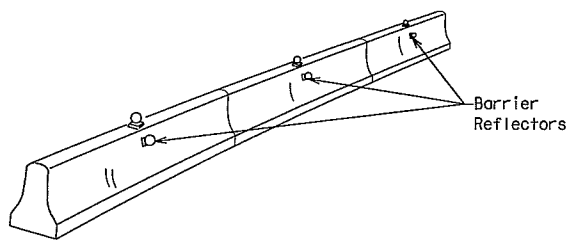
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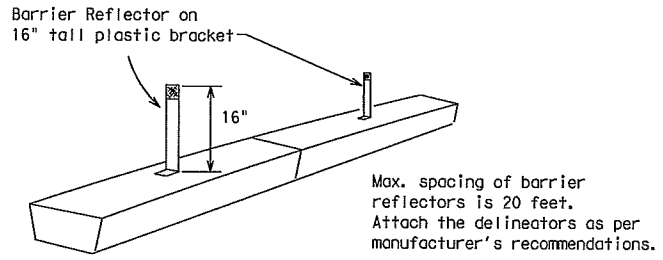
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

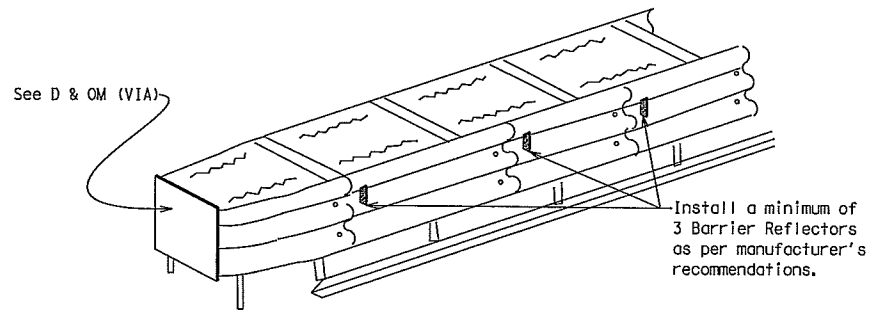


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

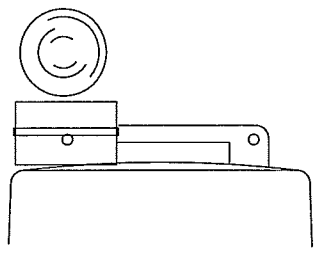


DELINEATION OF END TREATMENTS

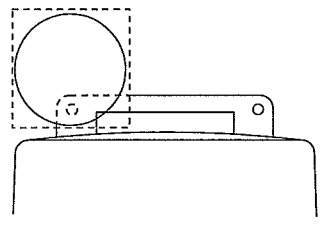
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

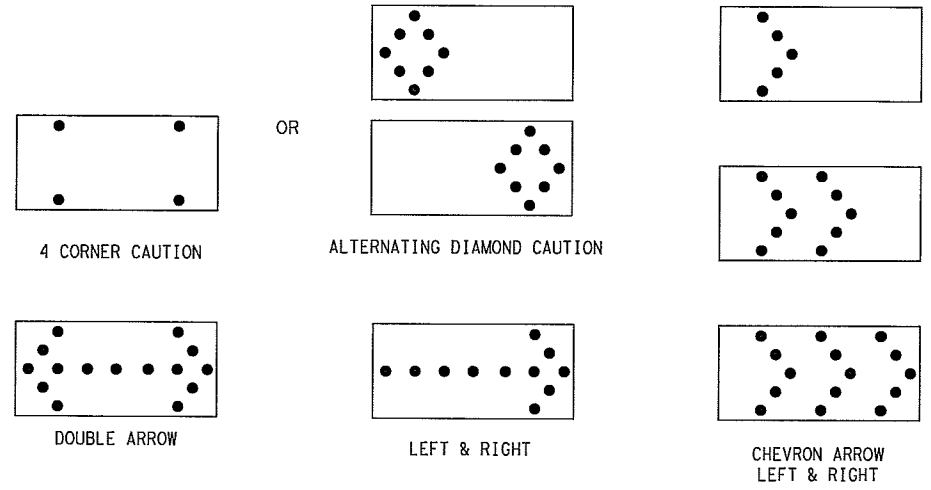
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

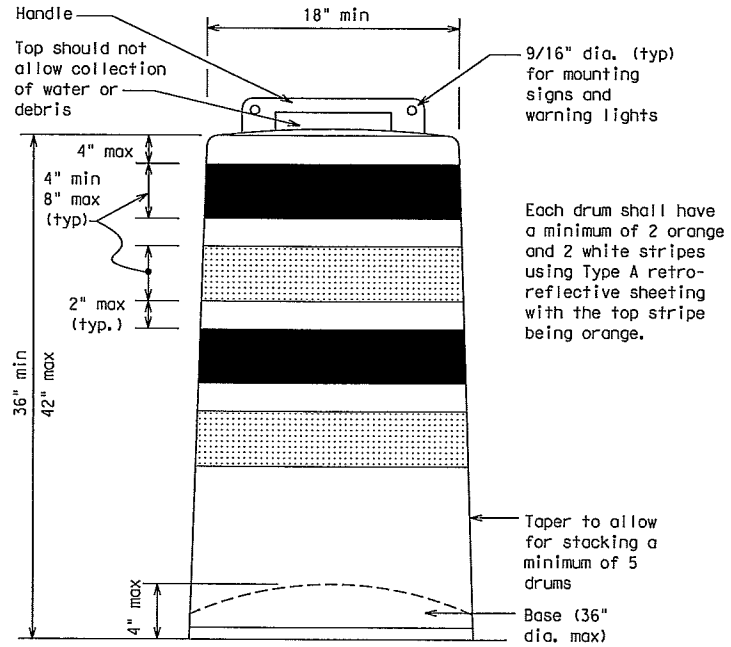
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

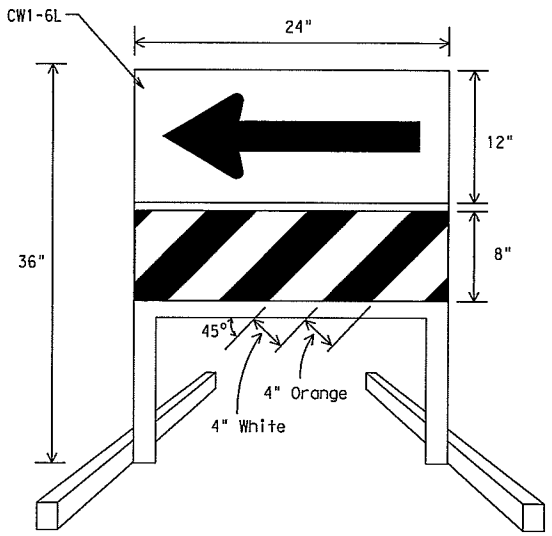
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

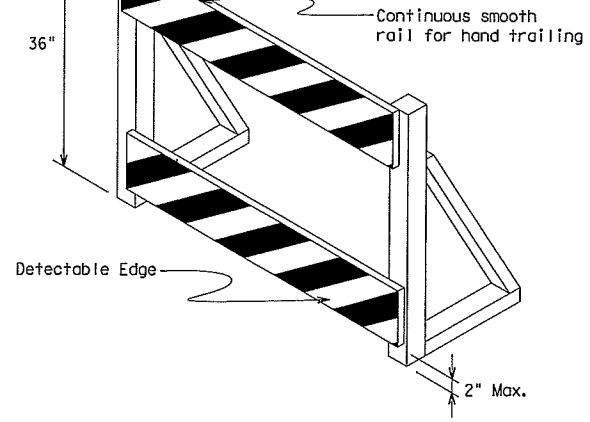




DIRECTION INDICATOR BARRICADE

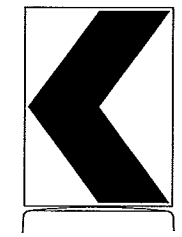
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

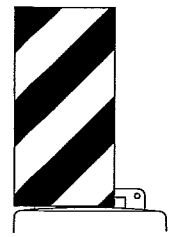


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

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Traffic Operations Division Standard

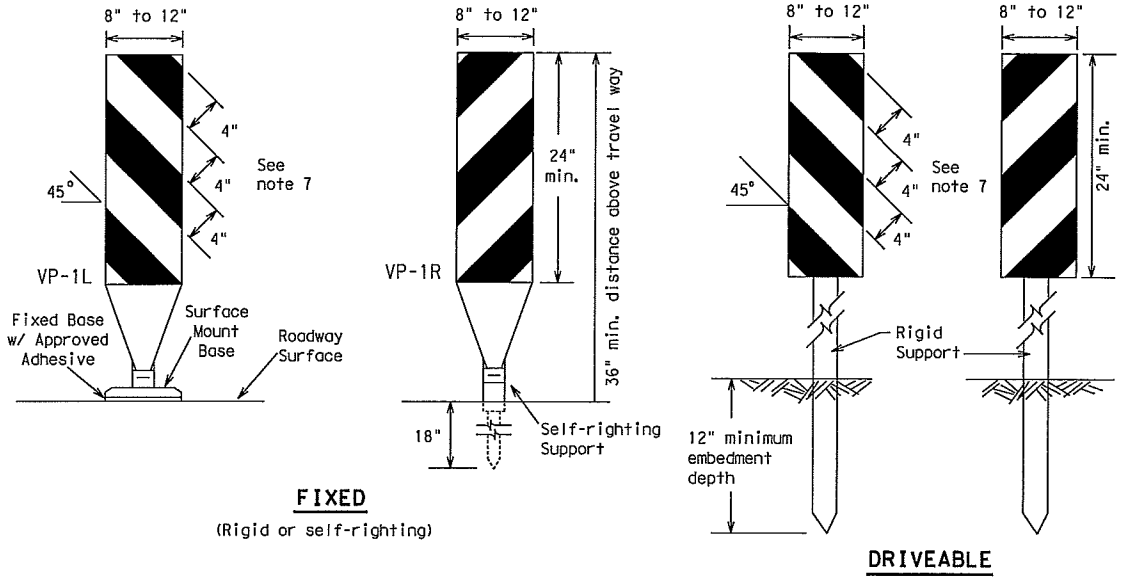
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

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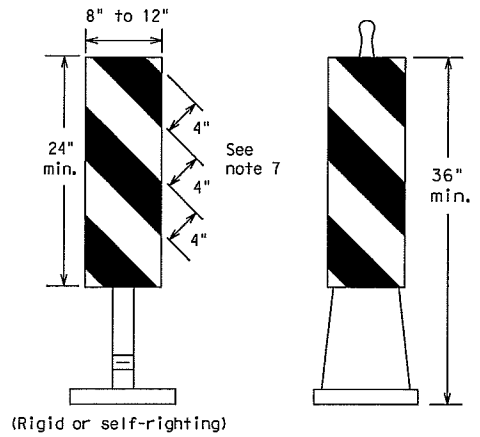
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FIXED
(Rigid or self-righting)

DRIVEABLE

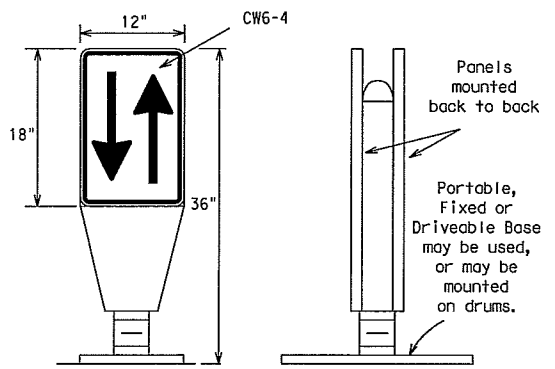


(Rigid or self-righting)

PORTABLE

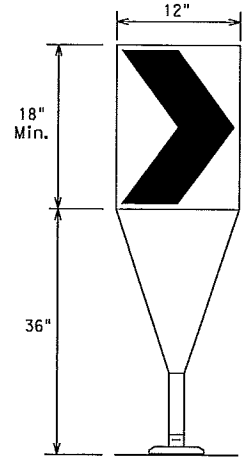
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



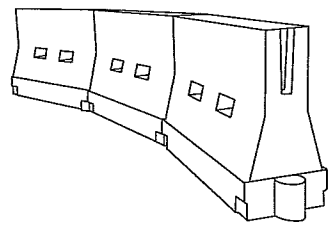
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

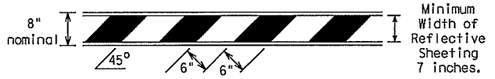
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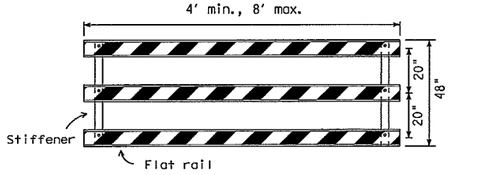
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



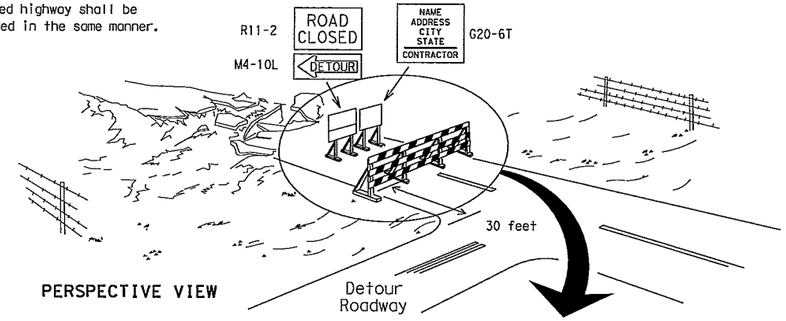
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

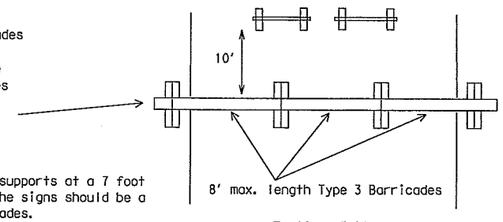
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

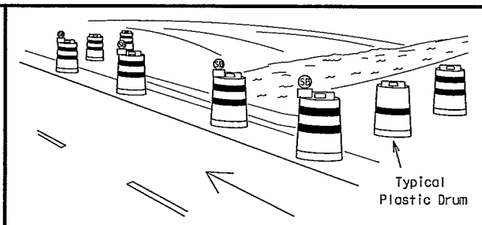
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

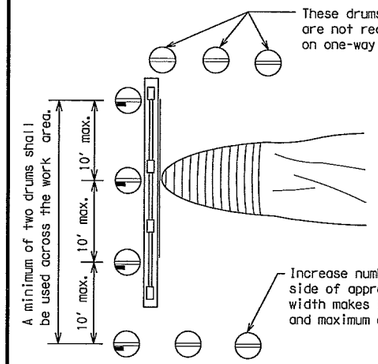
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

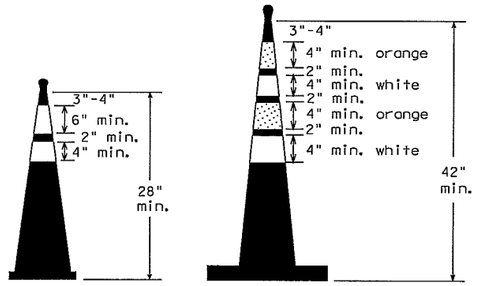
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

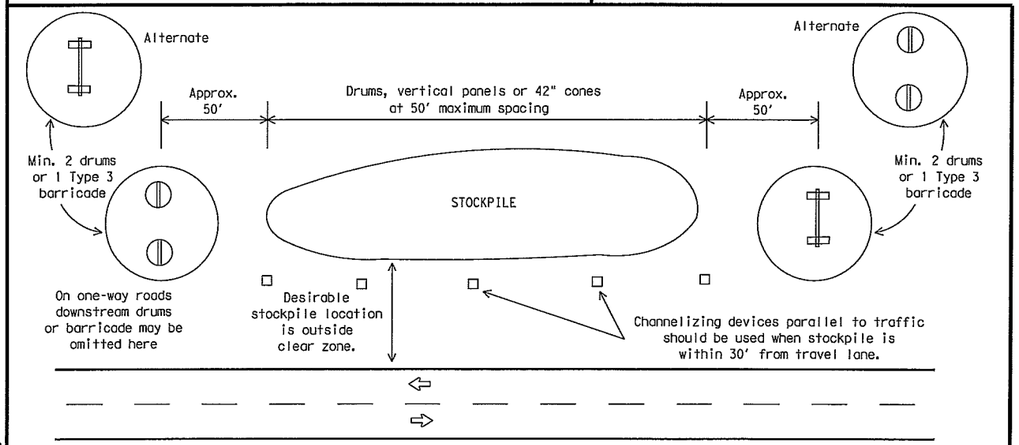
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

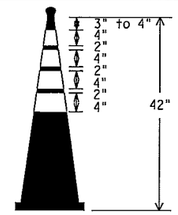
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

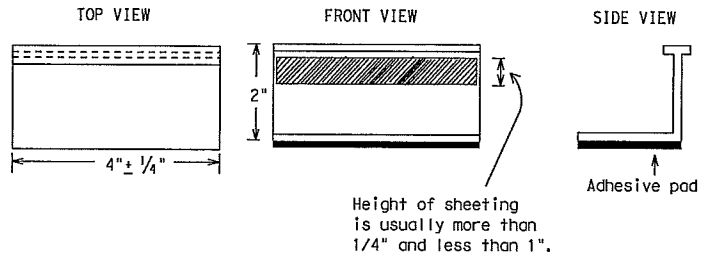
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

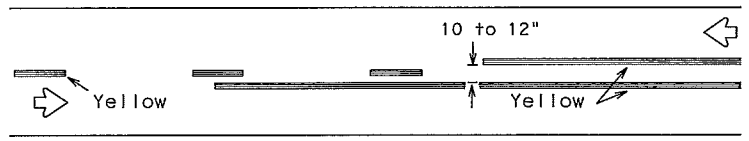
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11-02 8-14				

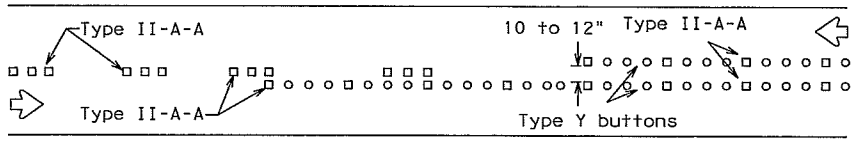
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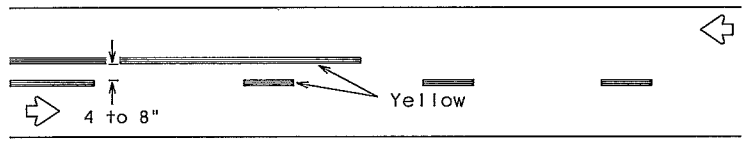
PAVEMENT MARKING PATTERNS



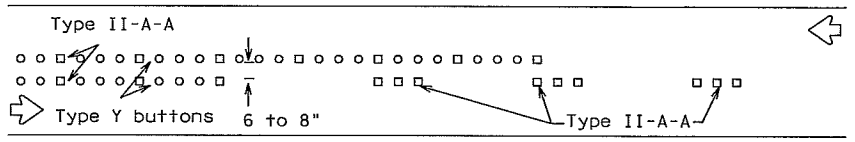
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



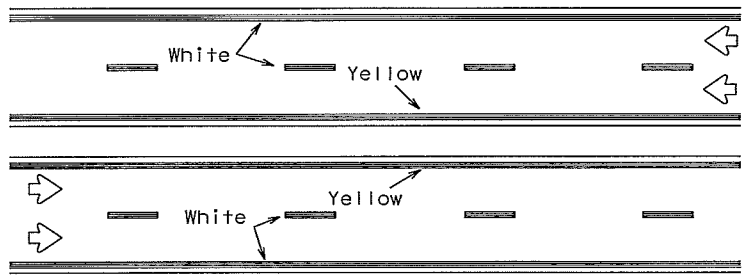
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



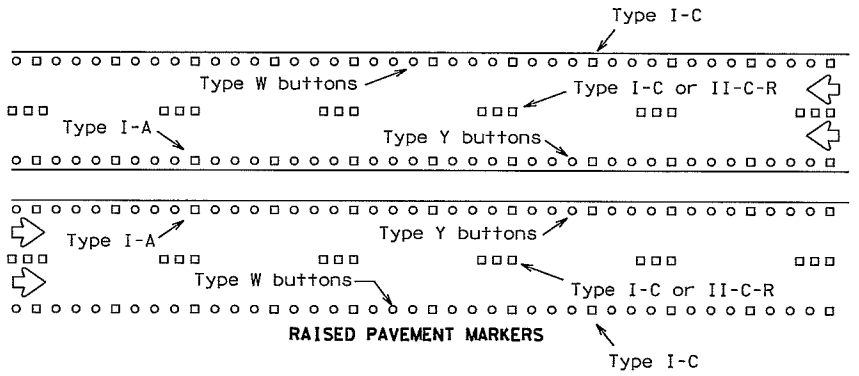
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



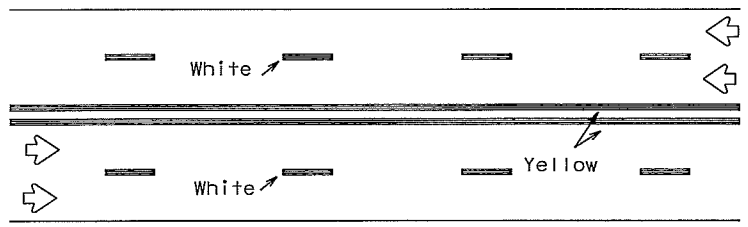
REFLECTORIZED PAVEMENT MARKINGS



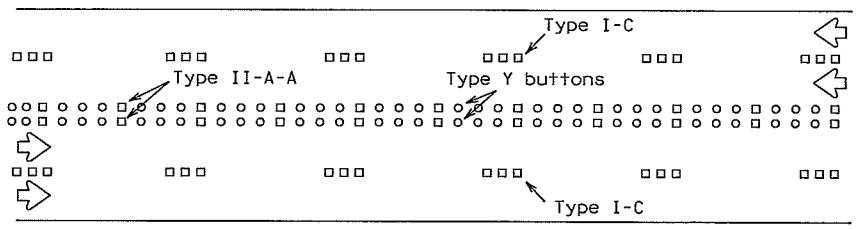
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



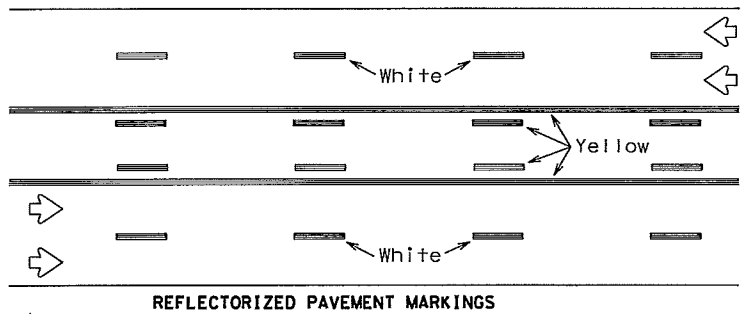
REFLECTORIZED PAVEMENT MARKINGS



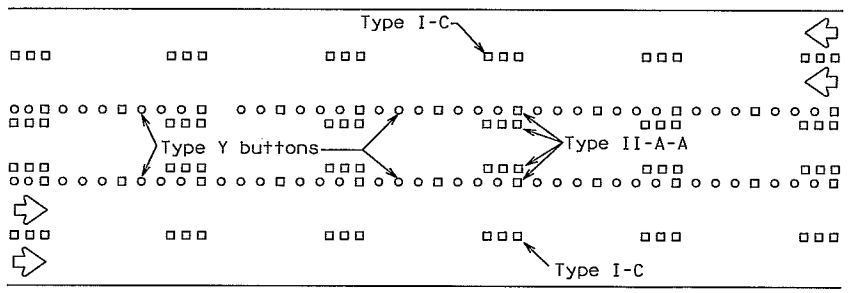
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

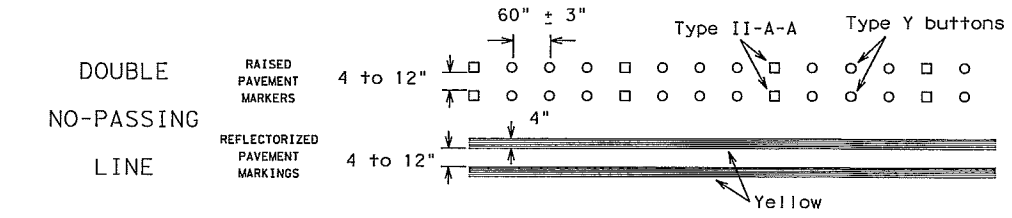
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

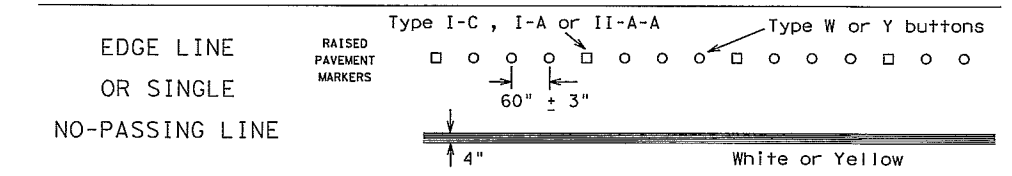
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

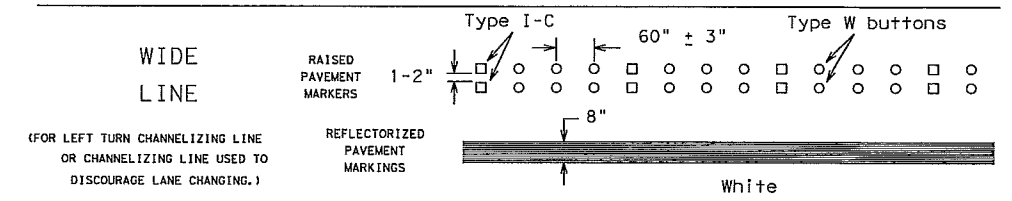


EDGE LINE OR SINGLE NO-PASSING LINE



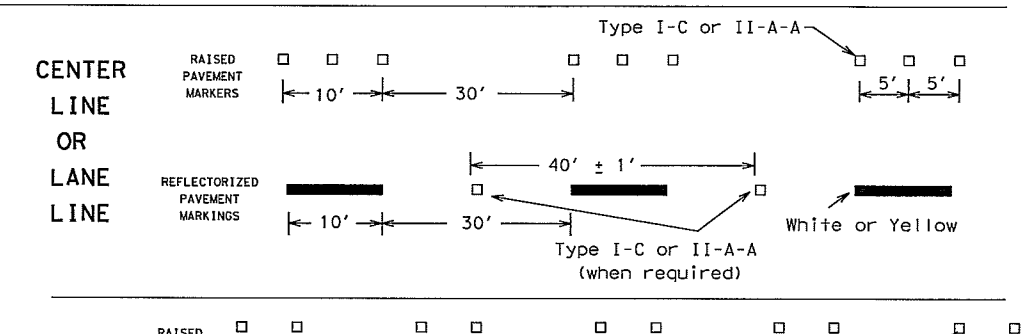
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

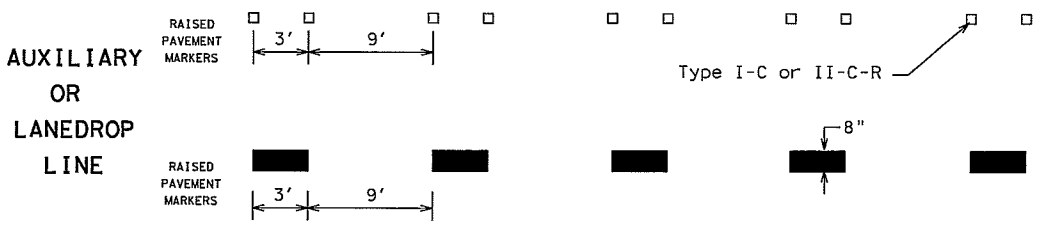


BROKEN LINES

CENTER LINE OR LANE LINE

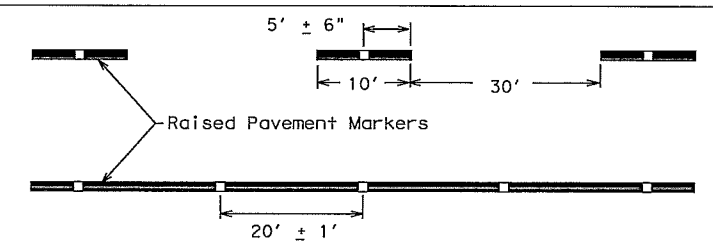


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

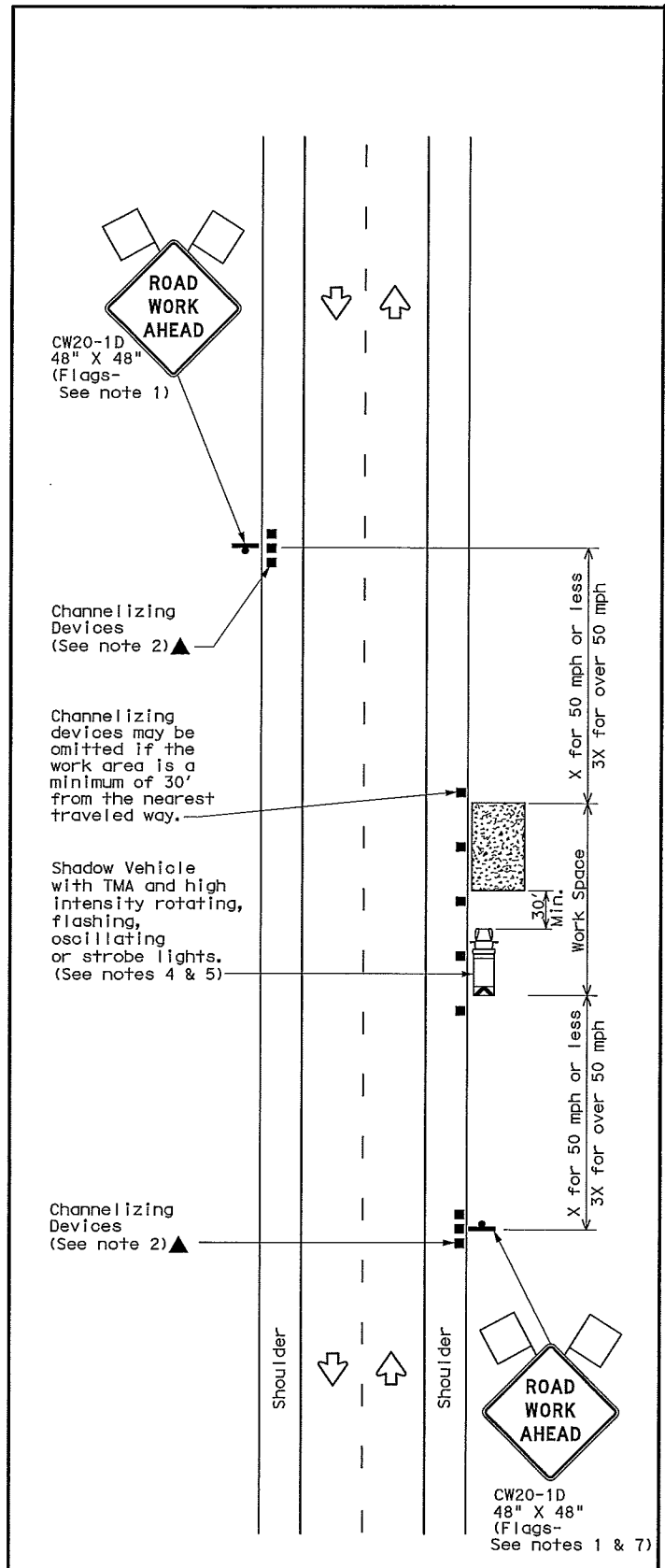
BC(12)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
1-97 9-07	DIST	COUNTY		SHEET NO.
2-98 7-13				
11-02 8-14				

106

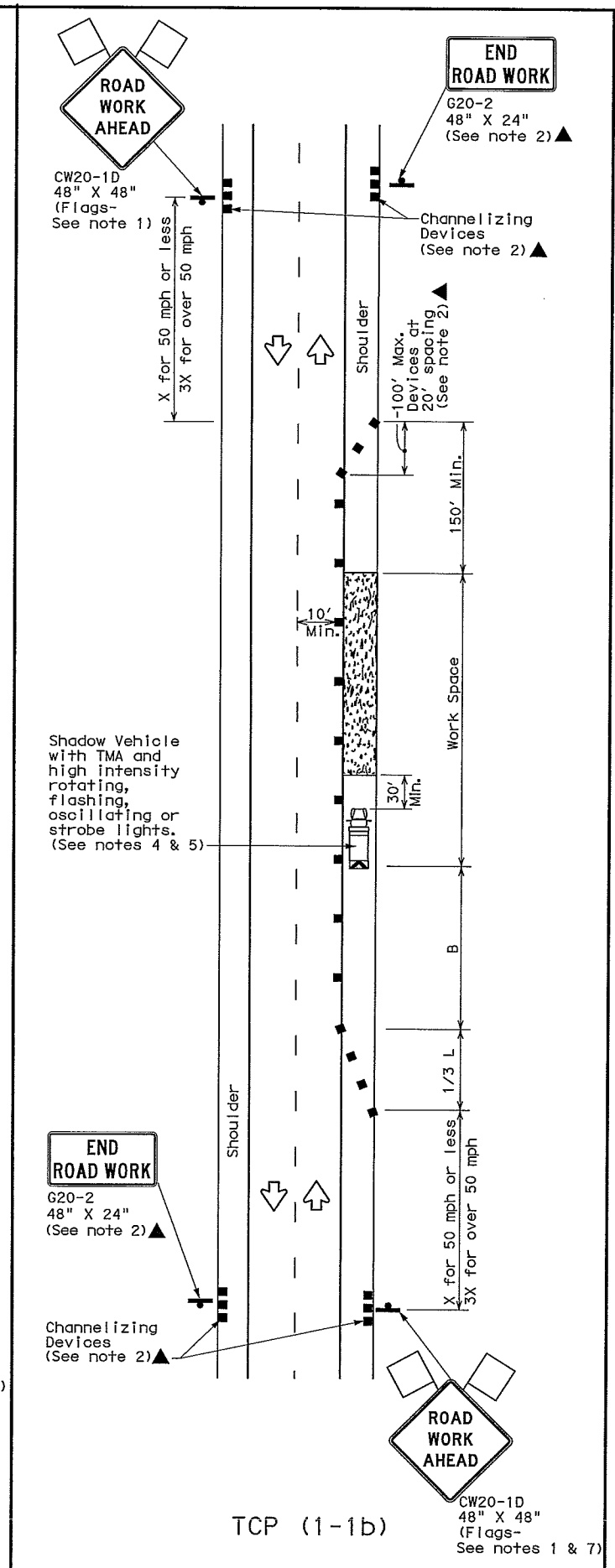
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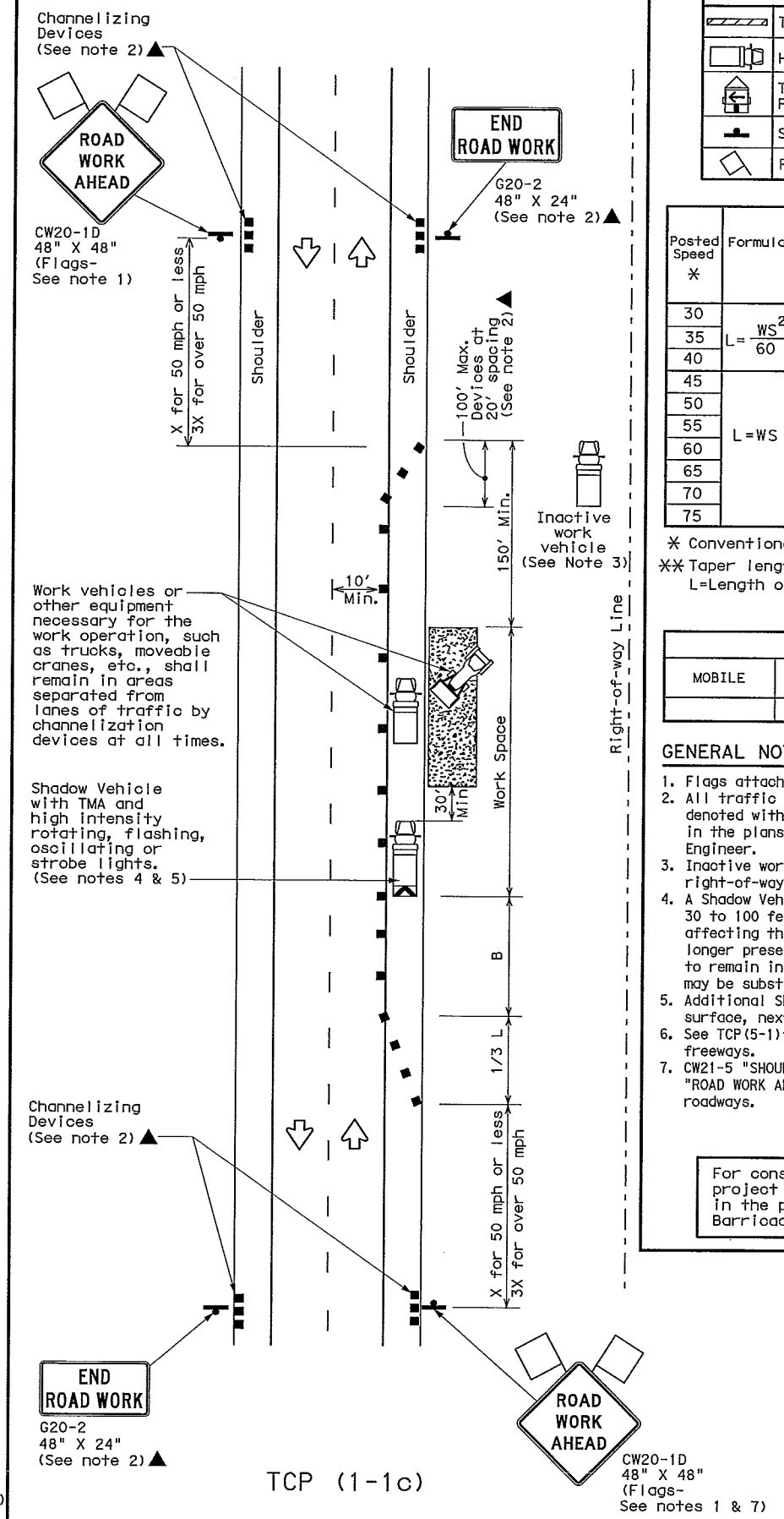
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

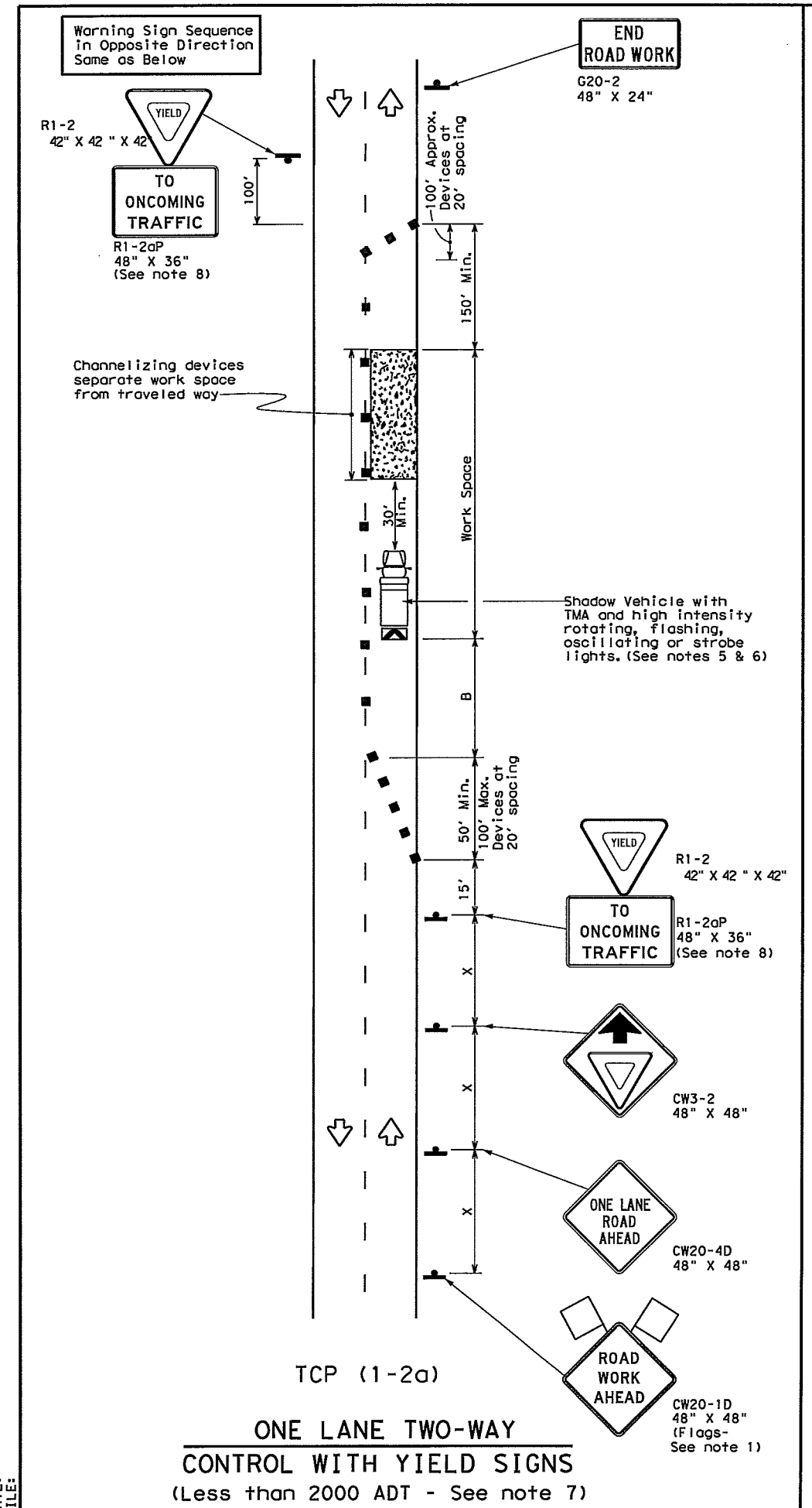
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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS
2-94 2-12
8-95
1-97
4-98

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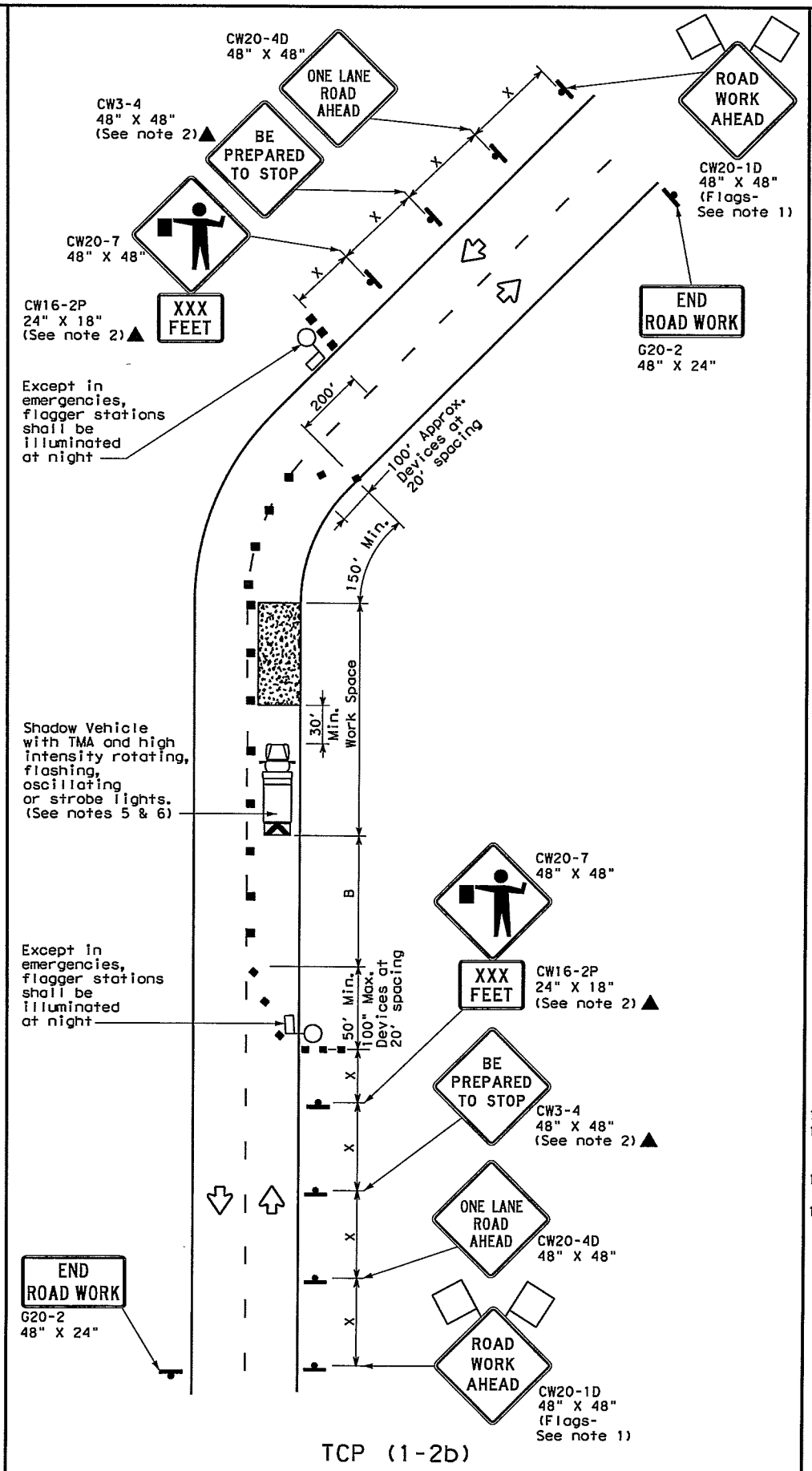
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FILE:



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

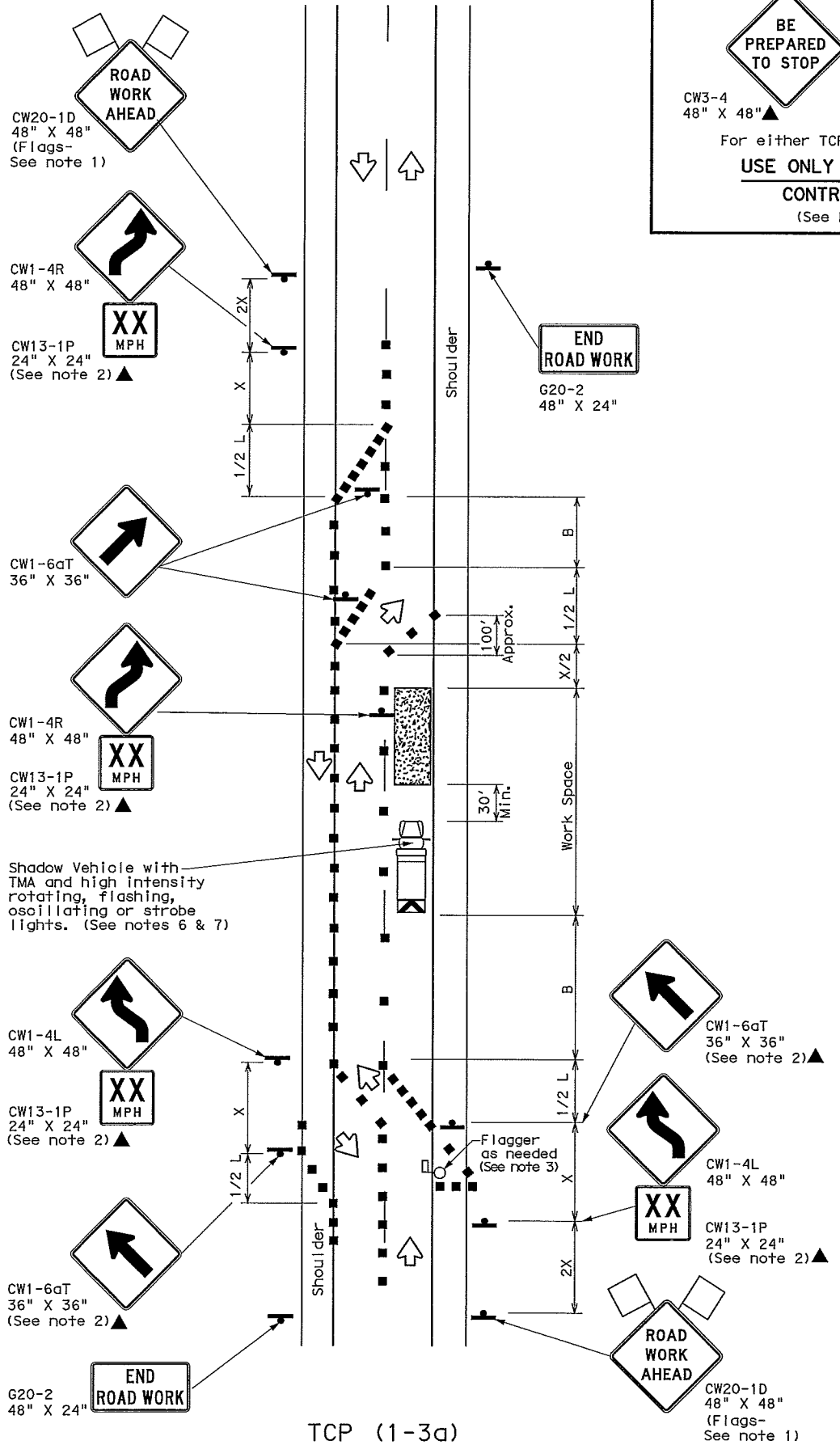
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REVISIONS	CONT	SECT	JOB	HIGHWAY
4-90 2-12				
2-94				
1-97	DIST	COUNTY		SHEET NO.
4-98				

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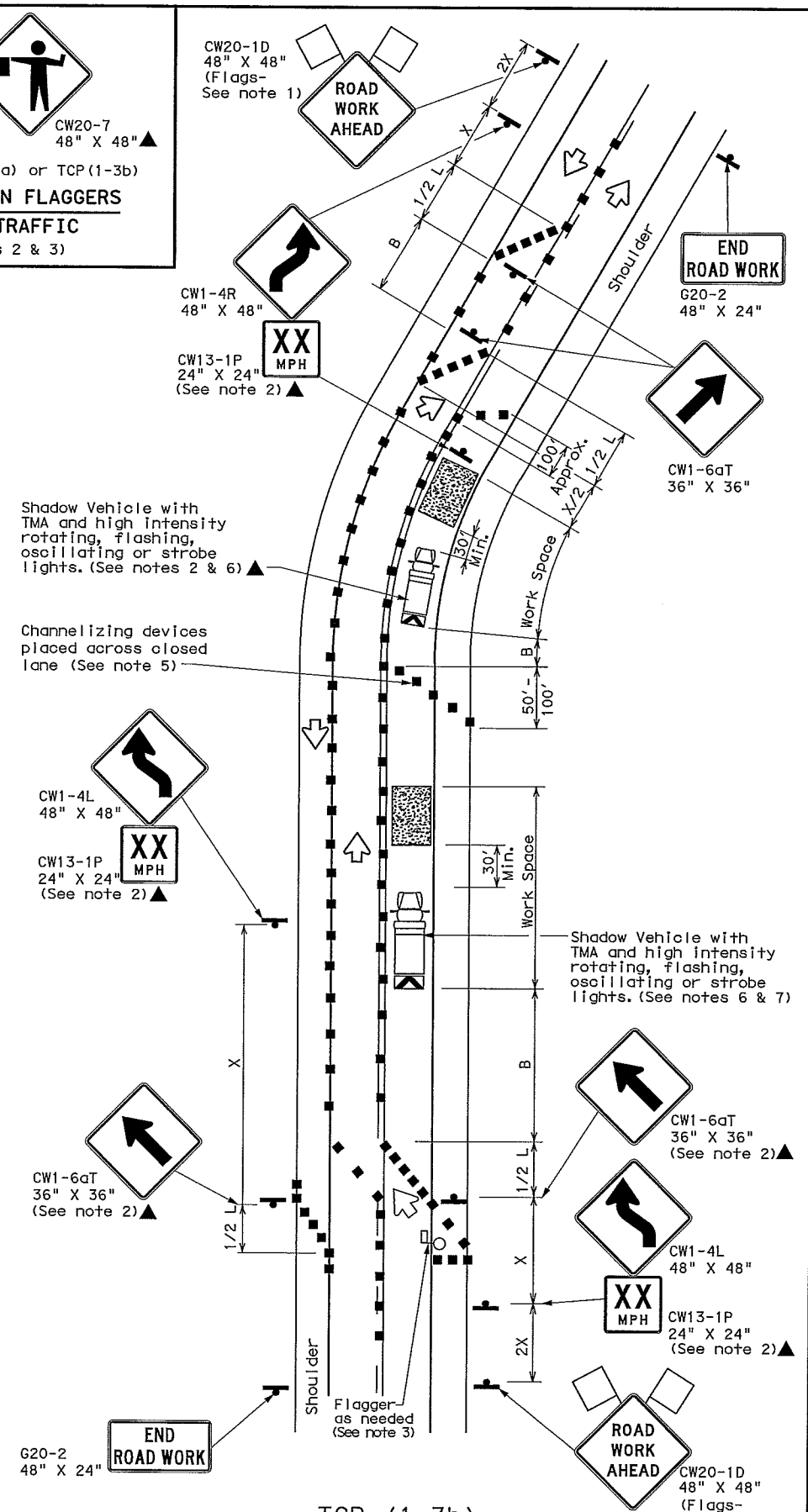
TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW



For either TCP(1-3a) or TCP(1-3b)

USE ONLY WHEN FLAGGERS CONTROL TRAFFIC
(See Notes 2 & 3)



TCP (1-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
4. DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
5. When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
8. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO LANE ROADS

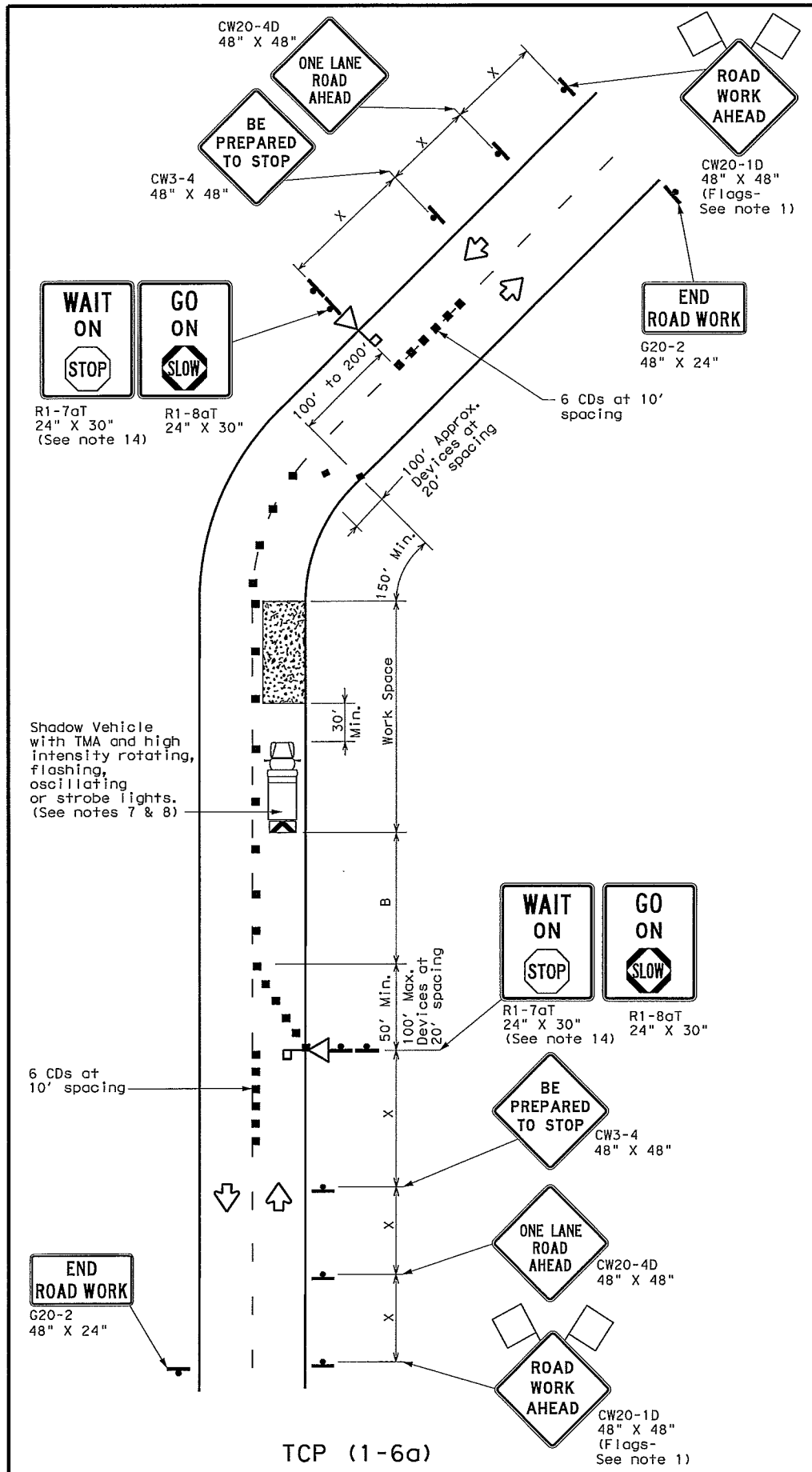
TCP(1-3)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
2-94 2-12				
8-95				
1-97	DIST	COUNTY		SHEET NO.
4-98				

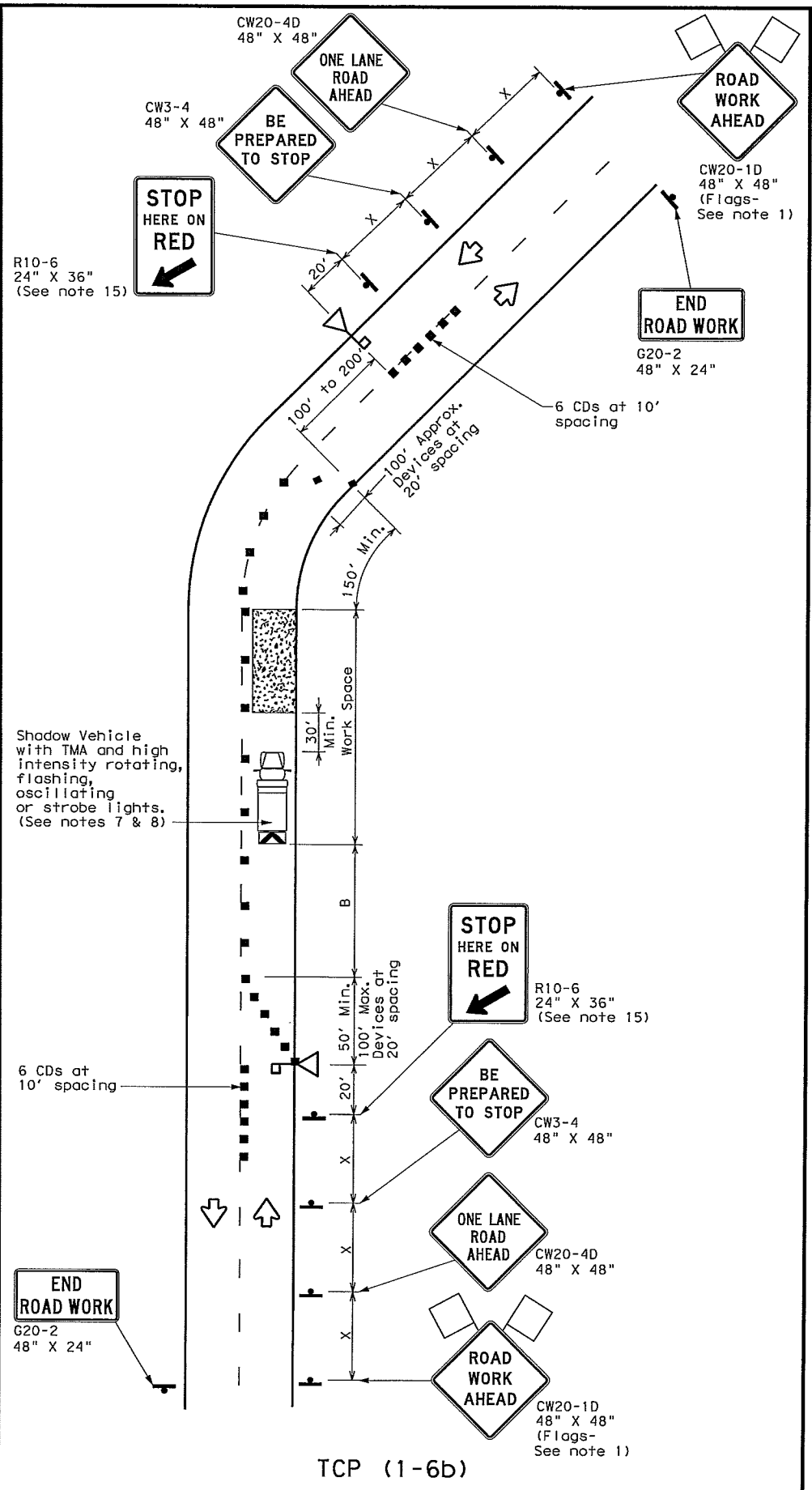
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TCP (1-6a)

ONE LANE TWO-WAY CONTROL WITH STOP/SLOW AFADs



TCP (1-6b)

ONE LANE TWO-WAY CONTROL WITH RED/YELLOW LENS AFADs

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
3. Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
4. Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
5. One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
6. When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
7. All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
8. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
9. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
10. Flaggers should use two-way radios or other methods of communication to control traffic.
11. Length of work space should be based on the ability of flaggers to communicate.
12. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
13. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
14. The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
15. The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

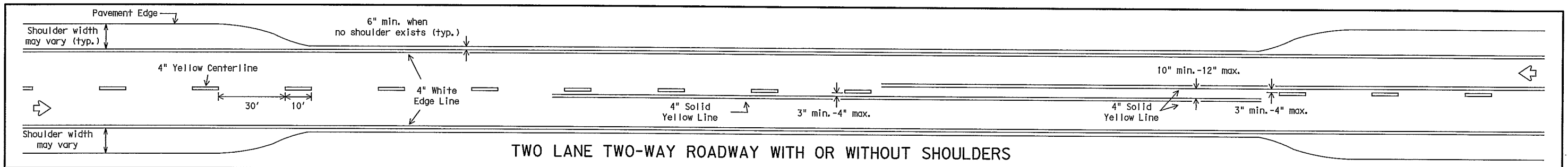
TRAFFIC CONTROL PLAN
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)
TCP(1-6)-12

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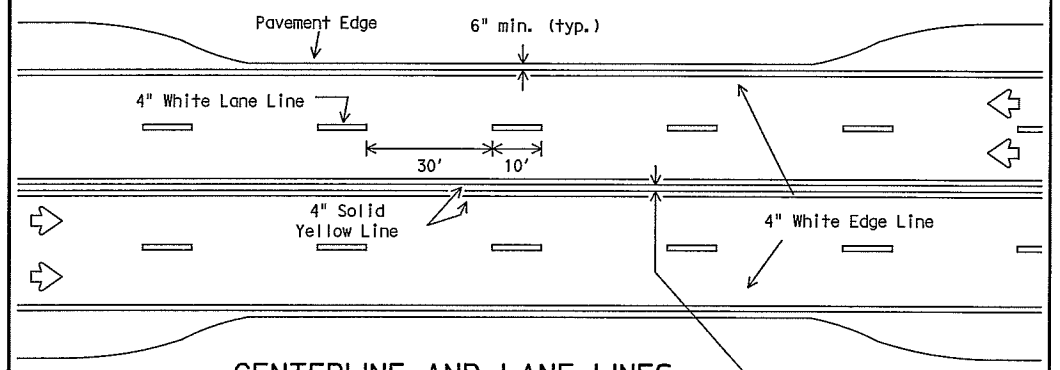
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DIST	COUNTY		SHEET NO.

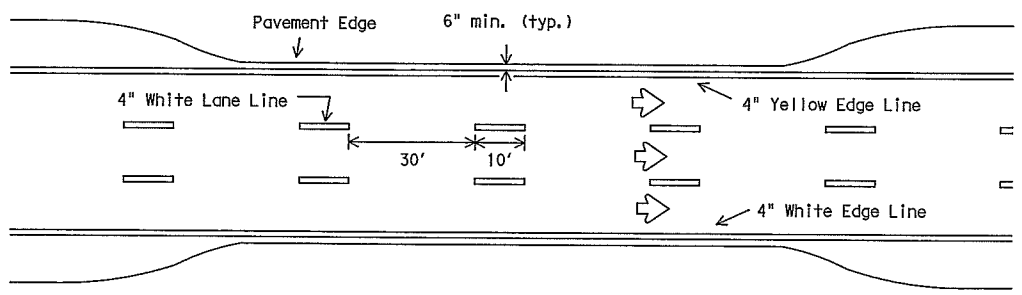
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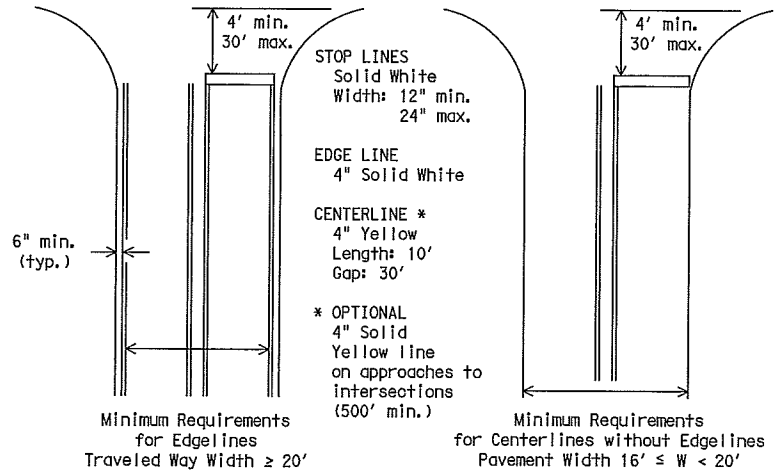
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

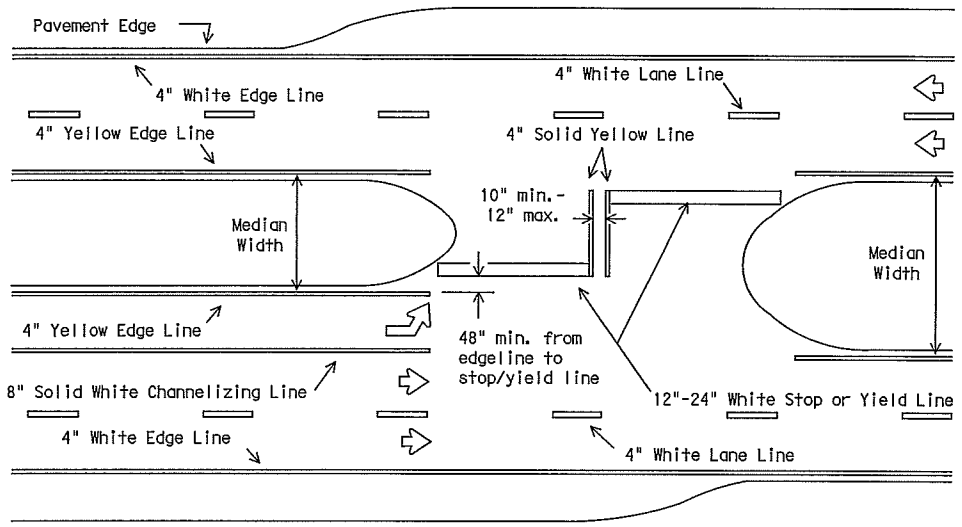


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



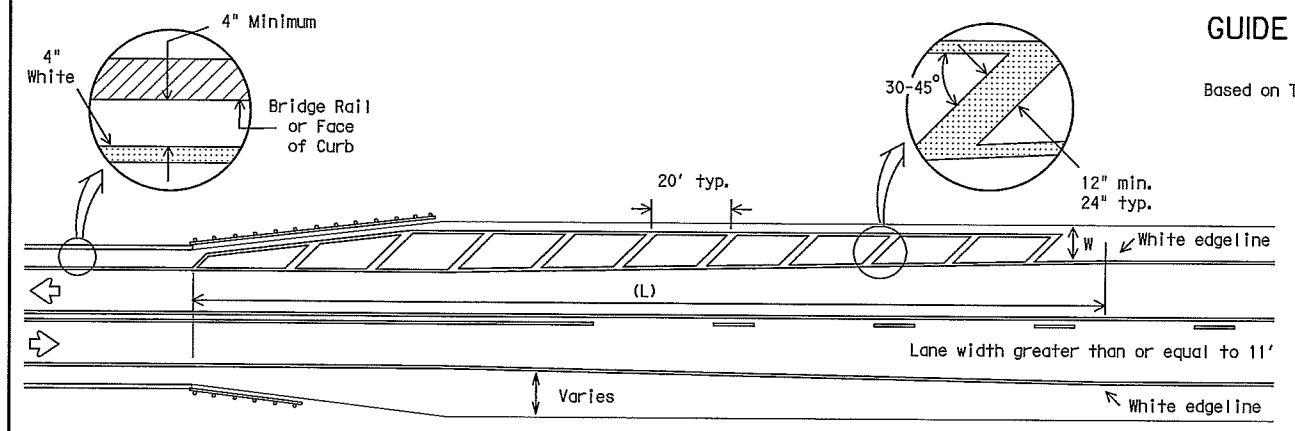
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

$L = 8 \times 70 = 560$ ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

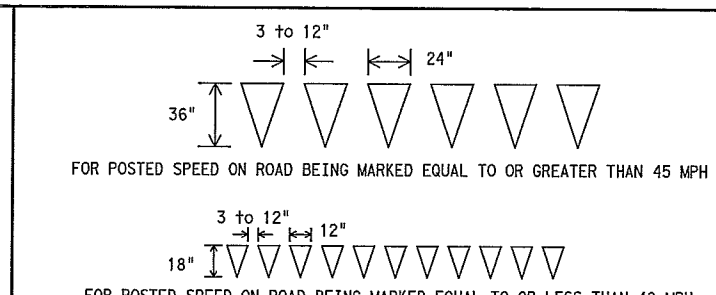
$L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

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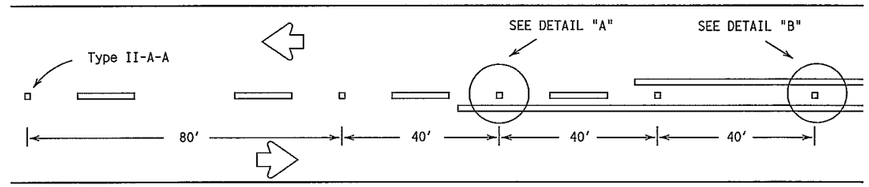
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8-00	DIST	COUNTY		SHEET NO.
3-03				

22A

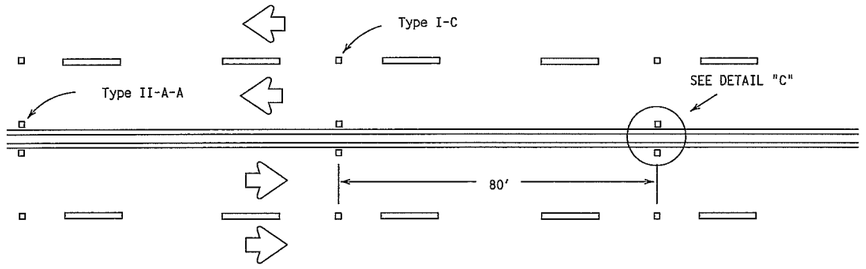
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FILE:

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REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

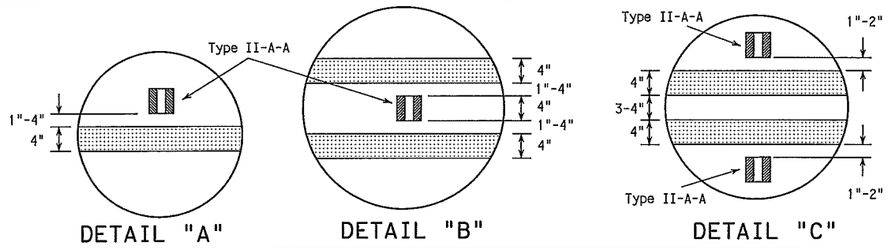


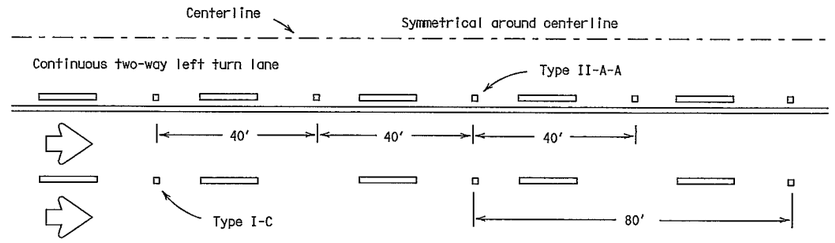
CENTERLINE FOR ALL TWO LANE ROADWAYS



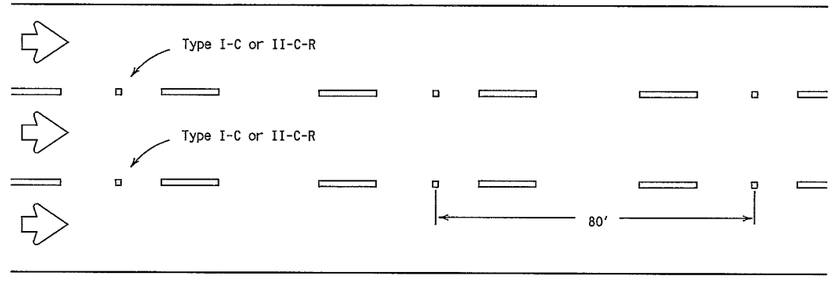
CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.



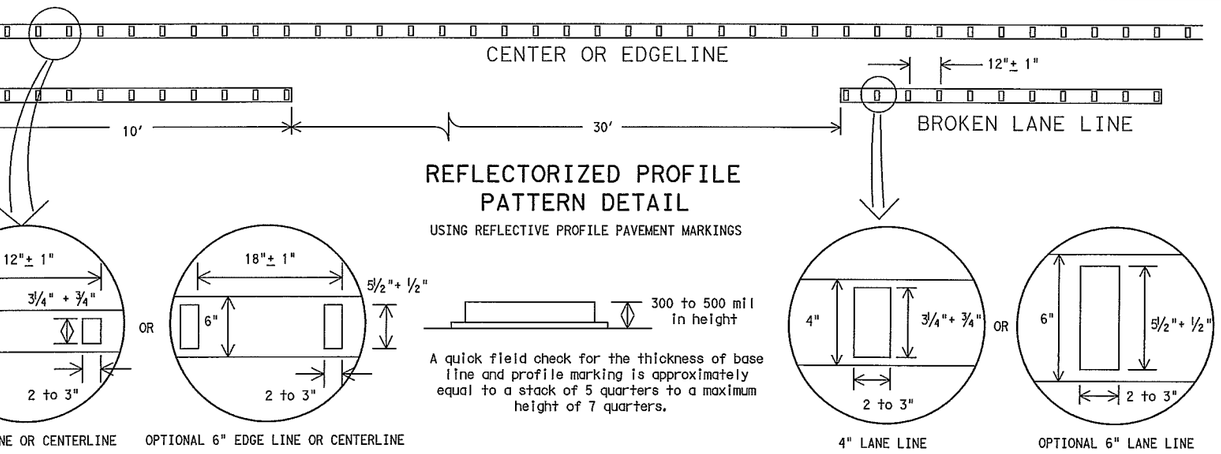


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.



4" EDGE LINE OR CENTERLINE — OPTIONAL 6" EDGE LINE OR CENTERLINE — 4" LANE LINE — OPTIONAL 6" LANE LINE

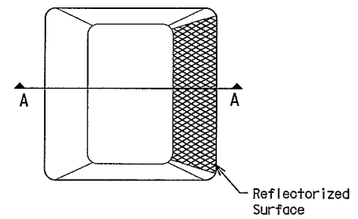
NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

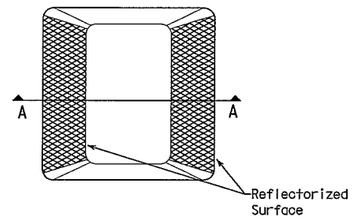
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

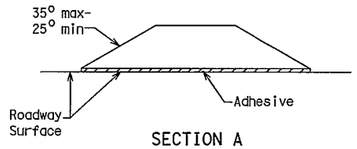
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS

PM(2)-12

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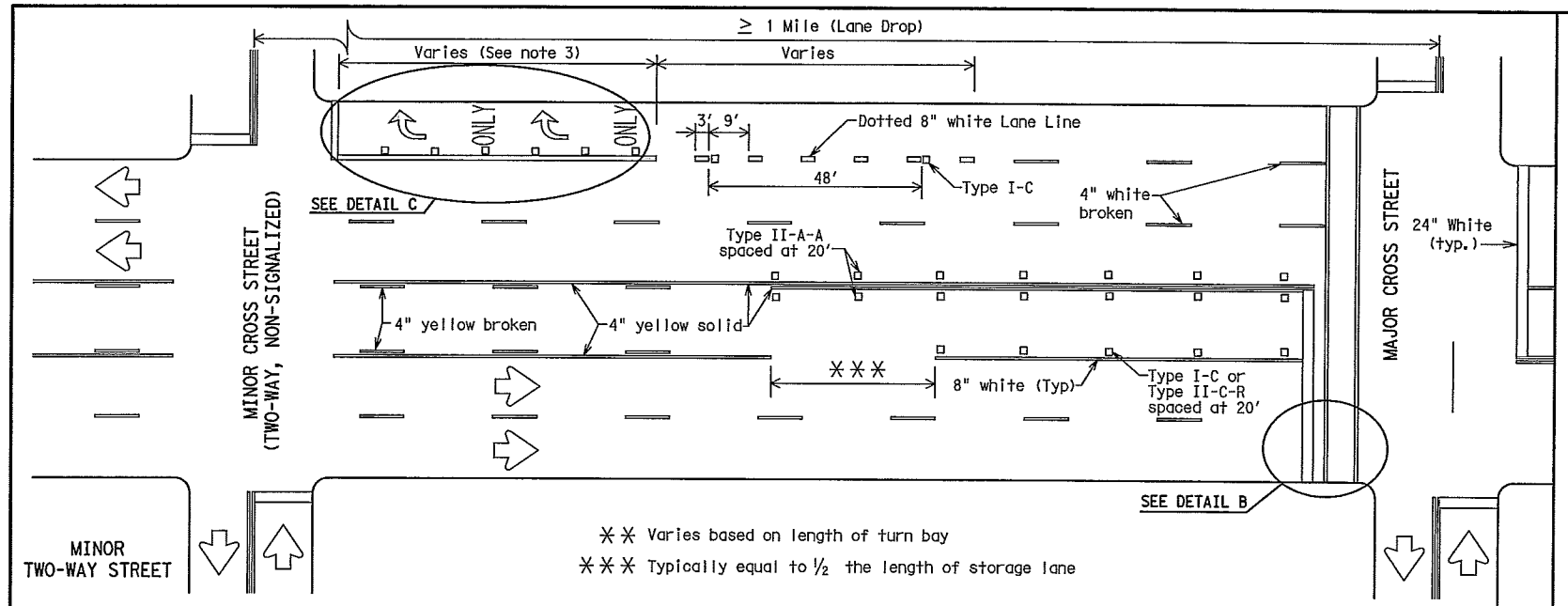
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2-08					

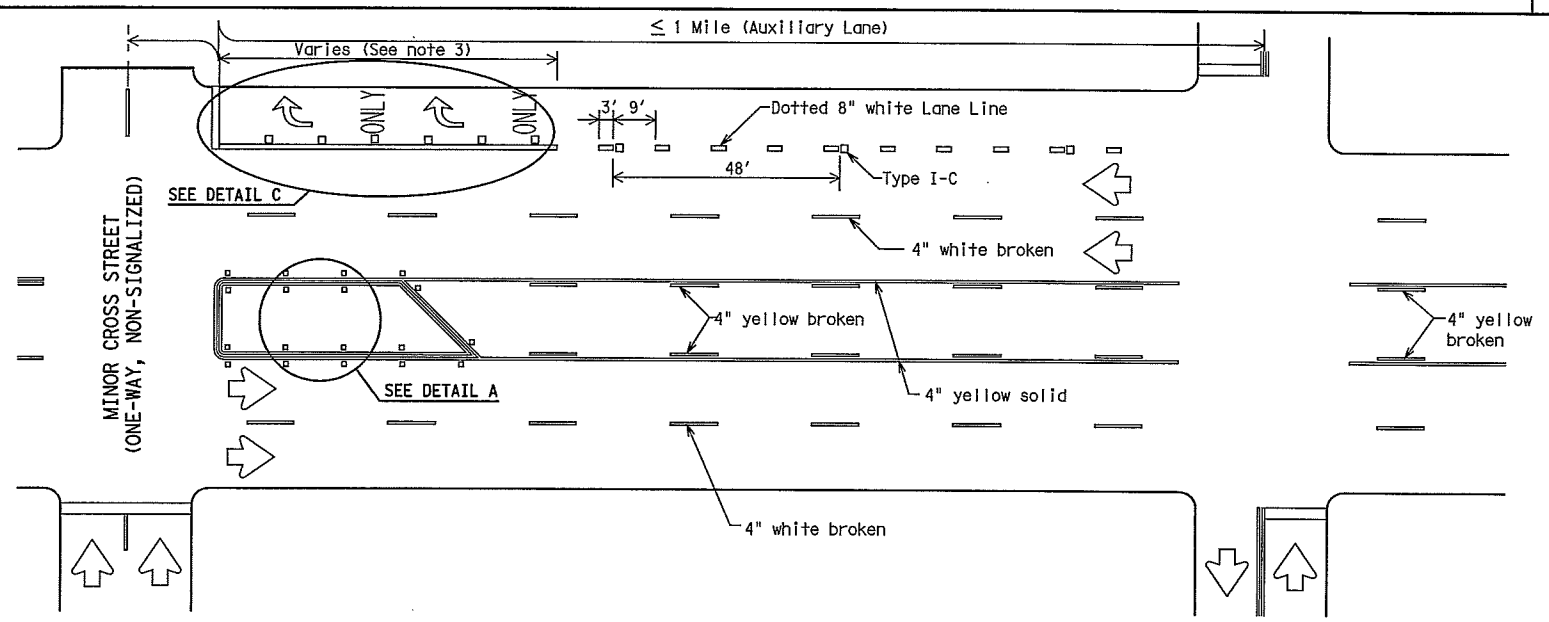
22B

DATE:
FILE:

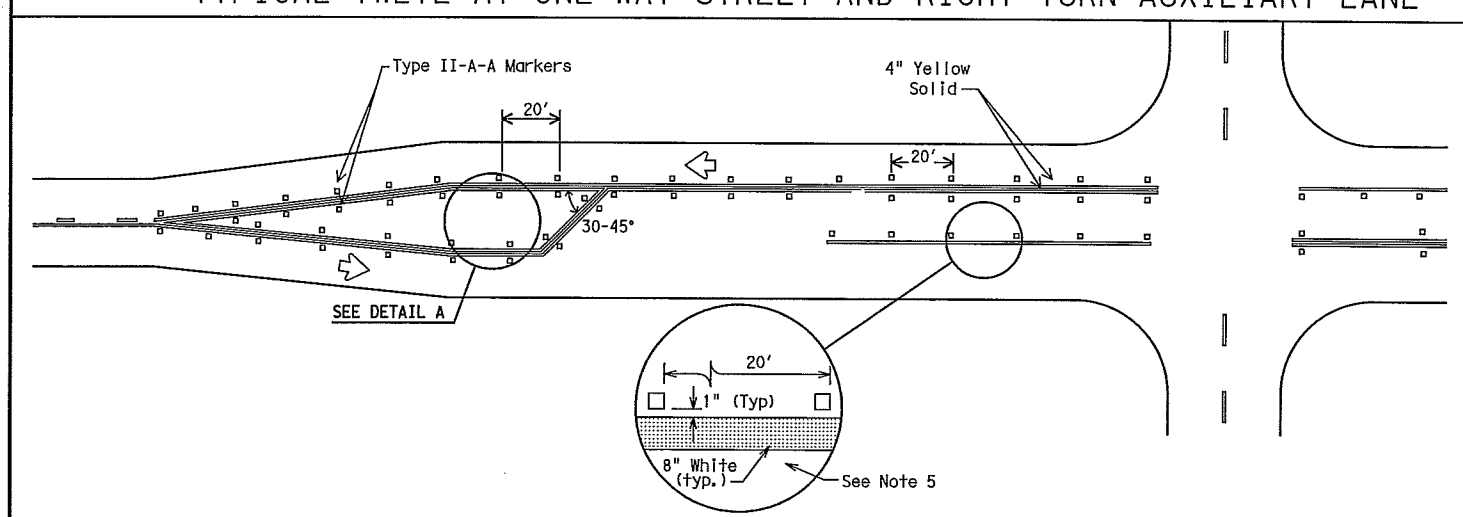
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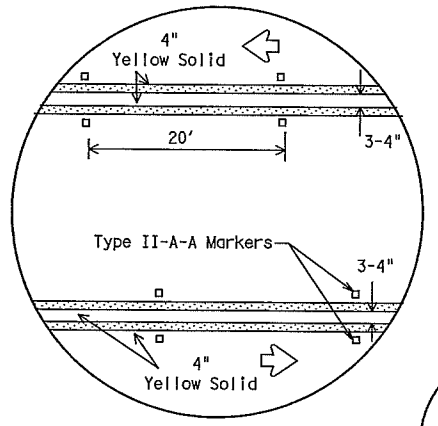
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



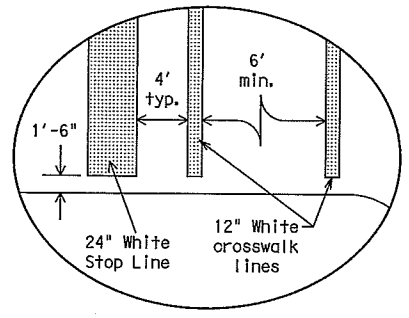
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

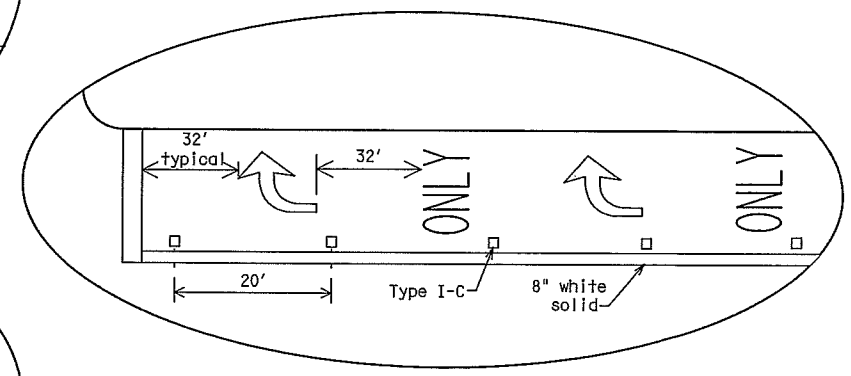


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

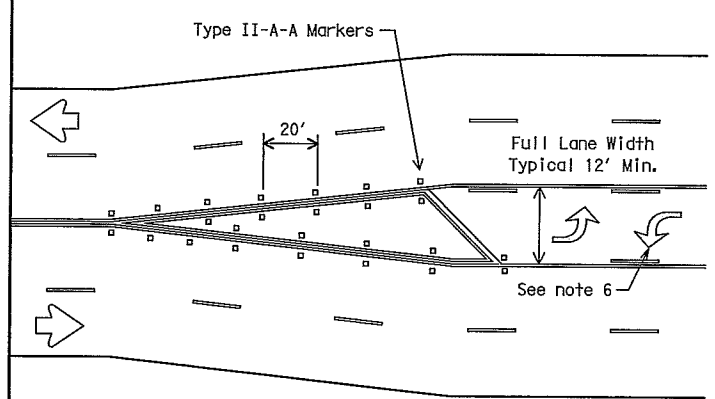
DETAIL B



DETAIL C

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk paterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

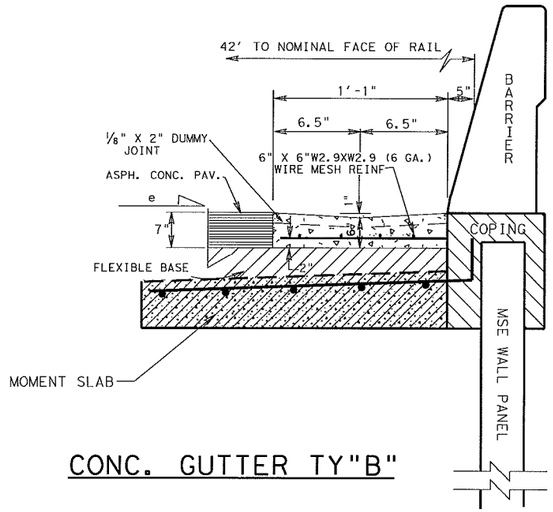
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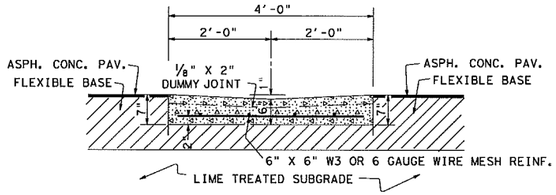
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8-00				
3-03	DIST	COUNTY		SHEET NO.
2-10				

22C

DATE:
FILE:

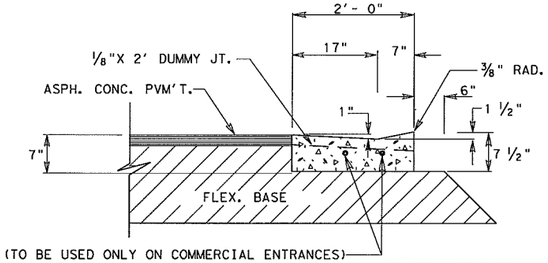


CONC. GUTTER TY"B"



4' CONC. VALLEY GUTTER (TY"A")

TO BE USED WHERE REQUIRED TO CARRY DRAINAGE WATER ACROSS SIDE STREETS



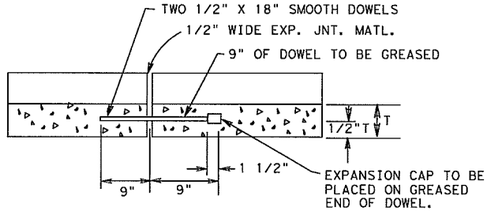
(TO BE USED ONLY ON COMMERCIAL ENTRANCES)
2-NO. 5 LONGITUDINAL REINF. BAR REINF. STEEL TO BE MADE PART OF ITEM "CONC. CURB & GUTTER." THE LENGTH OF REINFORCING STEEL WILL BE THE WIDTH OF THE PROP. COMMERCIAL ENTRANCE PLUS FOUR FEET.

CONC. GUTTER

NOTE:

CONCRETE GUTTER TO BE USED ONLY WHERE PERMITTED BY TEXAS DEPARTMENT OF TRANSPORTATION REGULATIONS FOR ACCESS DRIVEWAYS.

2' VALLEY GUTTER SHALL BE PAID FOR AS CONC. CURB AND GUTTER . CONCRETE CURB & GUTTER & CONCRETE CURB SHALL BE MEASURED FOR PAYMENT ALONG FACE OF CURB AT FLOW LINE.

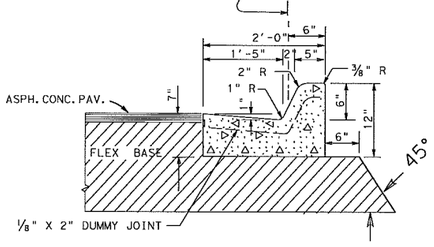


DETAIL EXPANSION JOINT

LONGITUDINAL SECTION THRU CURB AND/OR C&G. REINFORCING STEEL (WHEN USED) SHALL NOT CROSS EXPANSION JOINTS. STEEL SHALL BE TERMINATED 3" ± 1" FROM FACE OF THE JOINT.

1/2" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE INSTALLED WHERE CONC. CURB & GUTTER ABUTS CONC. CURB, OR WHERE CONC. CURB & GUTTER OR CONC. CURB ABUT INLETS, BRIDGE WINGWALLS, BRIDGE ABUTMENTS AND/OR ANY OTHER LOCATIONS SPECIFIED BY THE ENGINEER. MAX. SPACING = 105'

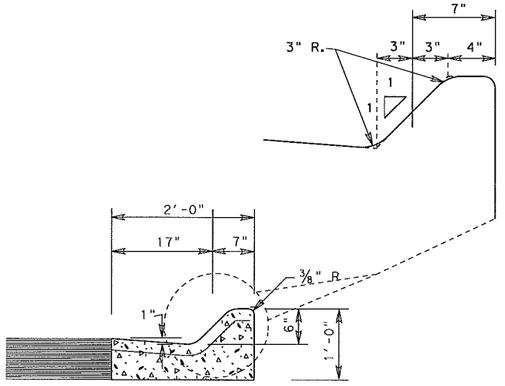
ALL HORIZONTAL DIMENSIONS AND RADII SHOWN ON PLANS, RELATING TO CURB & GUTTER, ARE TO A POINT 6" IN FROM BACK OF CURB.



CONC. CURB & GUTTER TY "A" (BARRIER)

NOTE:
EXPANSION JOINTS

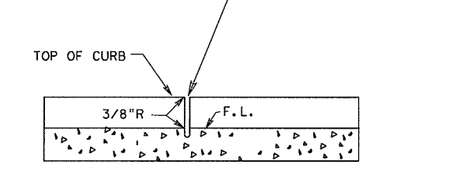
1/2" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE INSTALLED WHERE CONC. CURB & GUTTER ABUTS CONC. CURB, OR WHERE CONC. CURB & GUTTER OR CONC. CURB ABUT INLETS, BRIDGE WINGWALLS, BRIDGE ABUTMENTS AND/OR ANY OTHER LOCATIONS SPECIFIED BY THE ENGINEER. MAX. SPACING = 105'



CONC. CURB & GUTTER TY. "B" (MOUNTABLE)

NOTE:
WHERE PROPOSED CURB & GUTTER IS TO BE CONNECTED TO EXIST. CURB & GUTTER IT SHOULD BE DONE AT THE EXIST. GUTTER FLOW LINE ELEVATION.

1/2" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE INSTALLED WHERE CONC. CURB & GUTTER ABUTS CONC. CURB, OR WHERE CONC. CURB & GUTTER OR CONC. CURB ABUT INLETS, BRIDGE WINGWALLS, BRIDGE ABUTMENTS AND/OR ANY OTHER LOCATIONS SPECIFIED BY THE ENGINEER. MAX. SPACING = 105'



DETAIL DUMMY JOINT

NOTE:
DUMMY JOINTS TO BE USED ON CURB & CUTTER, CONC. MEDIAN AND ALL TYPE OF VALLEY GUTTERS JOINTS TO BE LOCATED BY THE ENGINEER.

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PHARR DISTRICT STANDARD

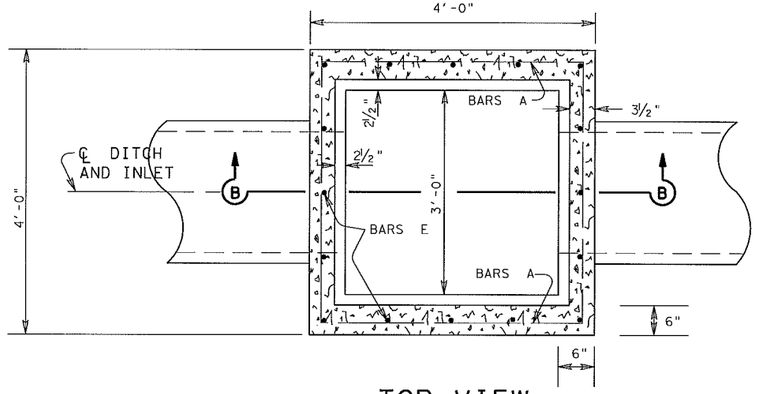
TEXAS DEPARTMENT OF TRANSPORTATION

CURB & GUTTER DETAILS

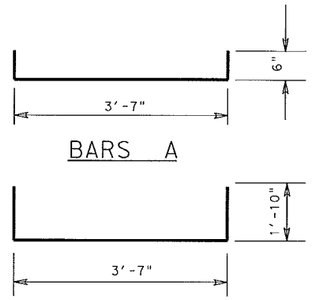
REV. 4/02

C&G. DGN

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6							
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TEXAS	21						

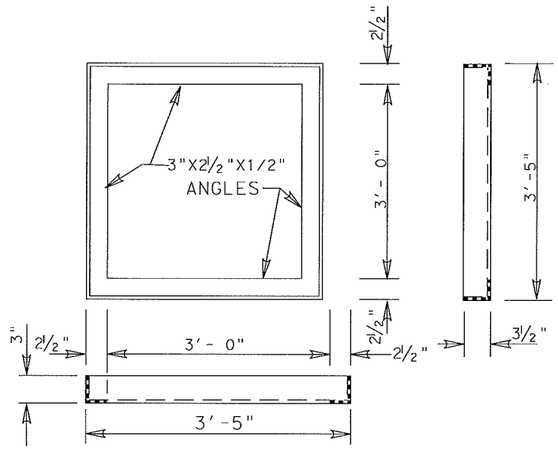


TOP VIEW



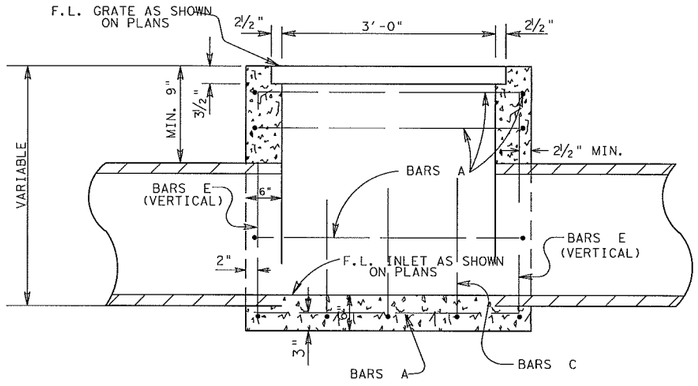
REINFORCING STEEL DETAILS

NOTE: ALL STEEL TO BE NO. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS



FRAME DETAIL

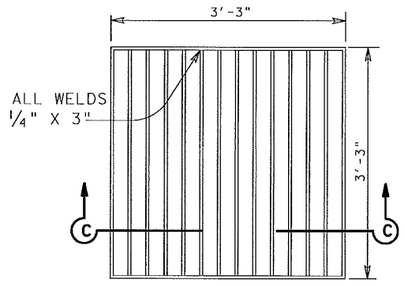
FRAME INLET GRATE TO BE SUBSIDIARY

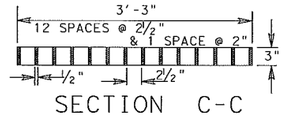


SECTION B-B

INLET TY "C"

DIRECTION OF TRAFFIC





SECTION C-C

WELDED STEEL INLET GRATE

GENERAL NOTES:
TY "C" INLET TO BE USED FOR PIPES LESS OR EQUAL TO 24"

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TEXAS DEPARTMENT OF TRANSPORTATION

TY "C" INLET DETAILS

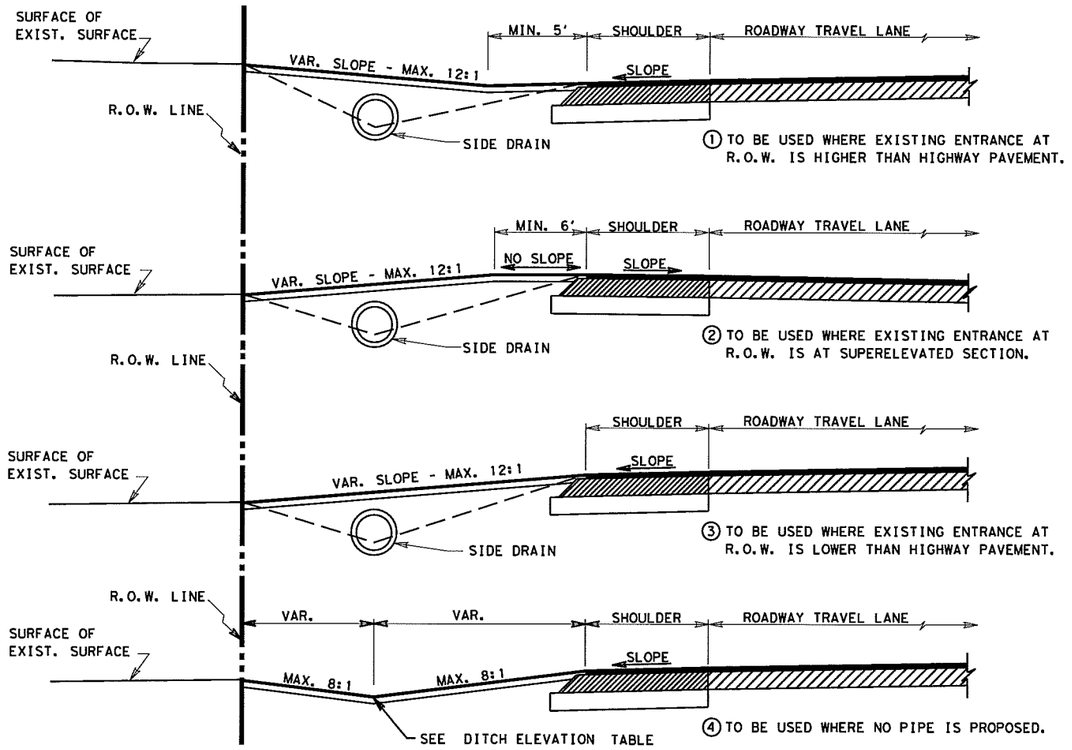
REV. 4/02

INLETC.DGN

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	FILE NO.	SHEET NO.
6			

STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21					

AD-76-0



NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.

114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH
171 #/SY ACP (COMPACTED) IS EQUAL TO 1½ IN. DEPTH.

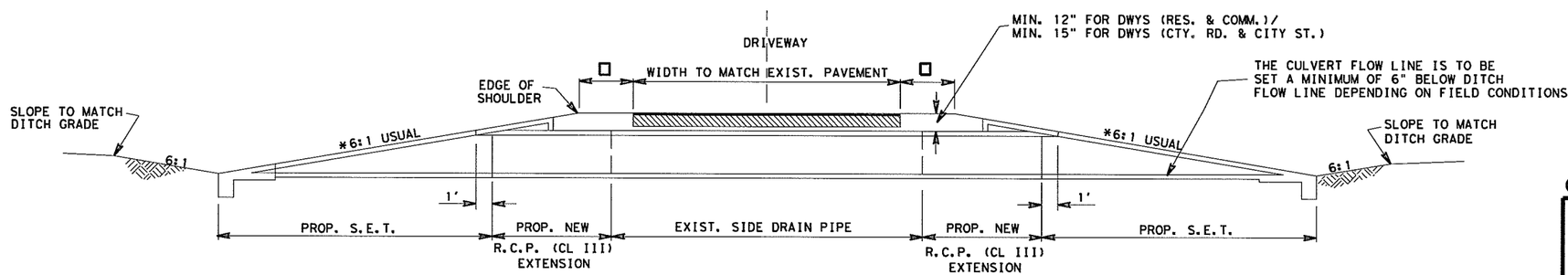
SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 12" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.

AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.

THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G



□ - 1' MIN. ON DRIVEWAYS (RES. & COMM.)
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)

* - 6:1 SLOPE USUAL
UNLESS OTHERWISE NOTED ON PLANS

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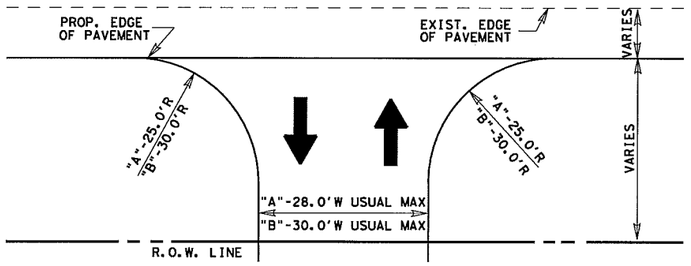
DRIVEWAY PROFILE DETAILS

REV. 02/15

DRIVEWAY1.DGN

FED. RD. DIV. NO.	STATE AID PROJECT NO.		FILE NO.				SHEET NO.
6							
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB		HIGHWAY NO.
TEXAS	21						

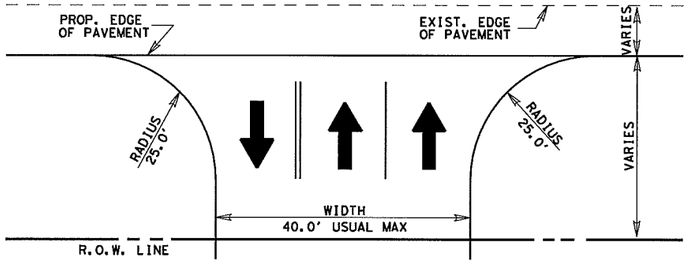
DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



"A"- ONE ENTRY LANE AND ONE EXIT LANE, FEWER THAN 4 LARGE VEHICLES PER HOUR

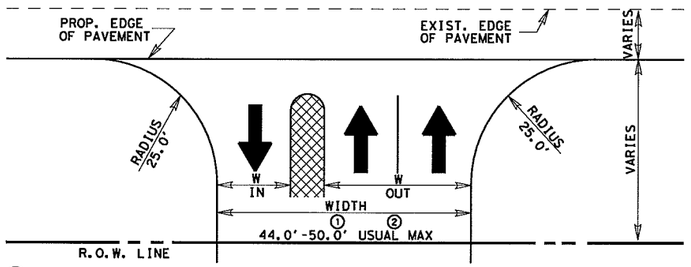
"B"- ONE ENTRY LANE AND ONE EXIT LANE, 4 OR MORE SINGLE UNIT VEHICLES ① PER HOUR

① - *DRIVEWAY DESIGNS FOR LARGER VEHICLES WILL BE CONSIDERED ON A CASE BY CASE BASIS*



ONE ENTRY LANE AND TWO EXIT LANES (WITHOUT DIVIDERS)

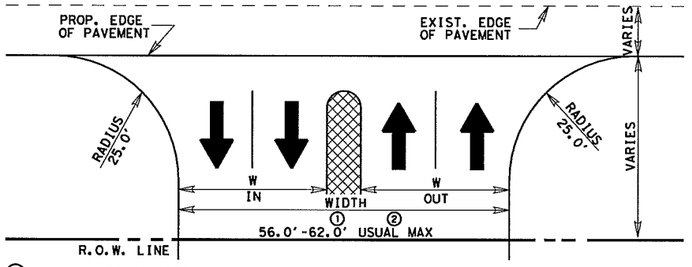
DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*

② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

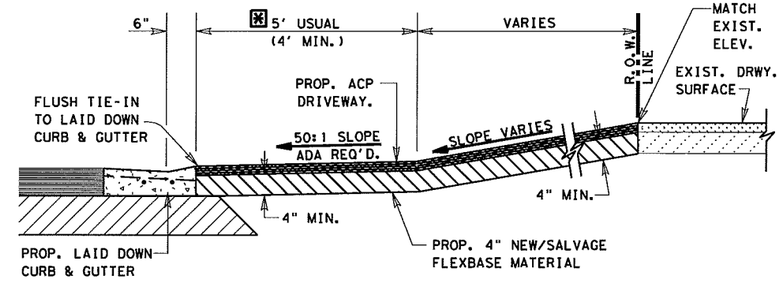
ONE ENTRY LANE AND TWO EXIT LANES (WITH A DIVIDER)



① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*

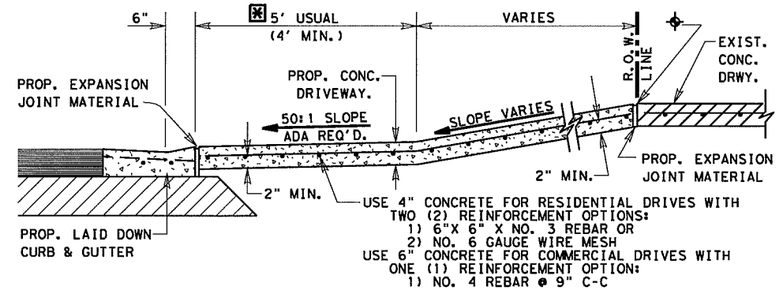
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

TWO ENTRY LANES AND TWO EXIT LANES (WITH A DIVIDER)



TYPICAL ASPH. CONC. PVM'T. DRIVEWAY SECTION

N.T.S.



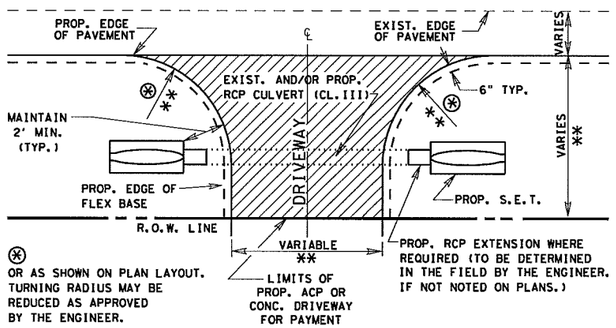
TYPICAL CONCRETE DRIVEWAY SECTION

N.T.S.

⊕ CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

⊠ PROP./FUTURE SIDEWALK CROSSING LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. SEE P&P SHEETS FOR PROP. SIDEWALK LOCATION IF SIDEWALKS ARE INCLUDED AS PART OF PROJECT. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER

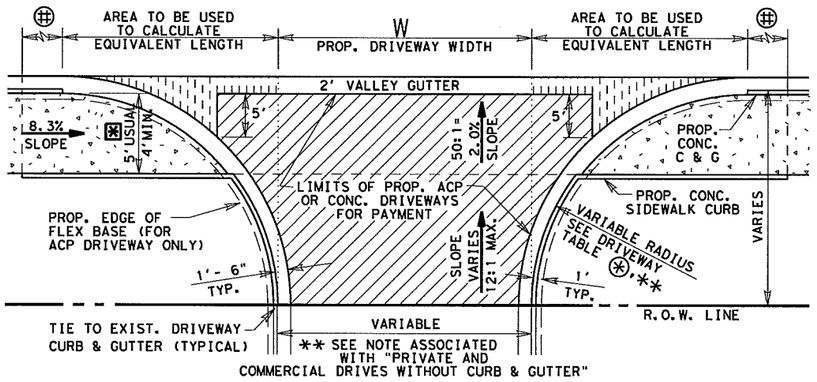


⊛ OR AS SHOWN ON PLAN LAYOUT. TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

PLAN OF PRIVATE AND COMMERCIAL DRIVES

** FOR PRIVATE RESIDENTIAL DRIVES, TRY TO MATCH EXISTING WITH A MINIMUM WIDTH OF 12 FT. AND A MAXIMUM WIDTH OF 24 FT. WITH 15 FT. USUAL RADIUS. FOR COMMERCIAL DRIVES, USE ABOVE COMMERCIAL DRIVEWAY DETAILS.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES

SEE P&P SHEETS FOR LOCATIONS OF DRIVES
N.T.S.

⊠ PROP./FUTURE CONC. SIDEWALK LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

⊕ LIMITS OF SLOPE FOR PROP. CONC. CURB BASED ON 8.3% SLOPE FOR SIDEWALK

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER= W + X1 + X2

WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS

Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2') Equivalent LF Length
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

TY PB-1
EXIST. PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH \ 114#/SY ACP.

CONCRETE (RESIDENTIAL)
EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

CONCRETE (COMMERCIAL)
EXIST. BUSINESS DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 6" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

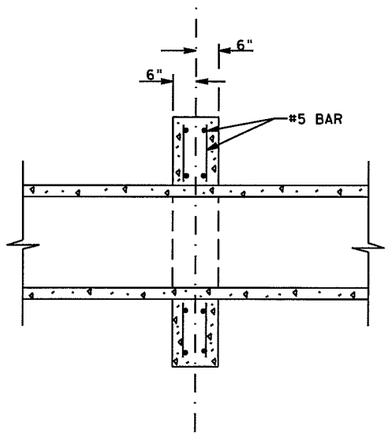
© TxDOT 2014 PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

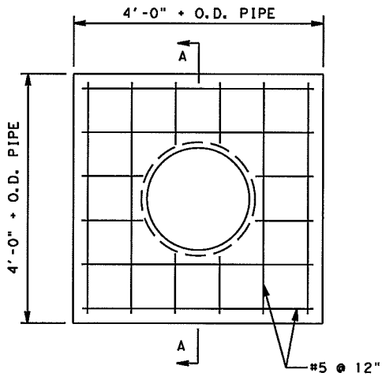
DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 01/15 DRIVEWAY2.DGN

FED.RD. DIV.NO.	PROJECT NO.		FILE NO.				SHEET NO.
6							
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.	
TEXAS	21						

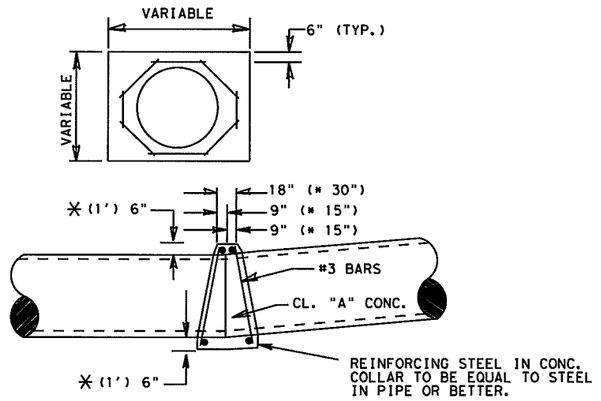


SECTION A-A



FRONT ELEVATION

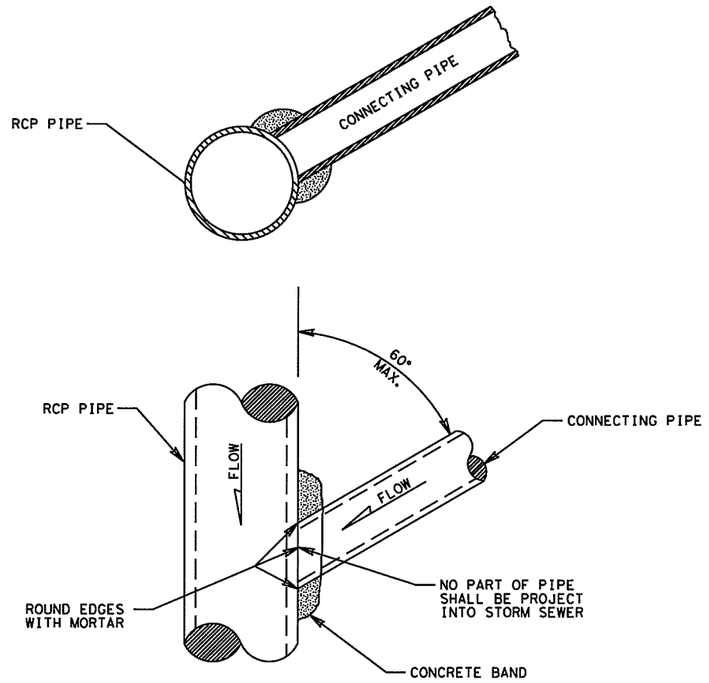
CONCRETE PIPE COLLAR



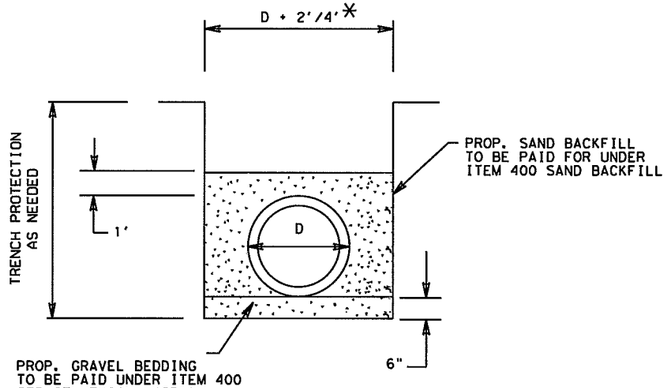
DETAIL FOR CONC. COLLARS DRAINAGE STRUCTURES AND PIPE SIPHONS (HORIZ. & VERT. BENDS)

NOTE: PROP. CONC. COLLAR WILL NOT BE PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO THE BIDS ITEMS INVOLVED.

* FOR 42" DIAMETER AND LARGER PIPE

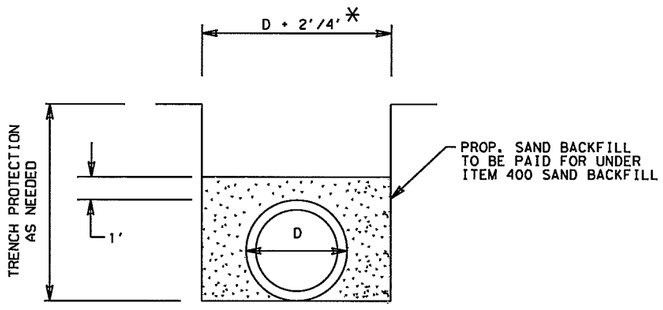


TYPICAL REINFORCED CONC. PIPE CONNECTION WITHOUT MANHOLE



* FOR PIPE 42" DIAMETER OR LESS PLACE 1'OF FILL ON EACH SIDE OF THE PIPE. FOR PIPE LARGER THAN 42" DIAMETER PLACE 2' OF FILL ON EACH SIDE OF THE PIPE.

SPIRAL RIB CMP
TYPICAL BACKFILL DETAIL GRAVEL & SAND



* FOR PIPE 42" DIAMETER OR LESS PLACE 1'OF FILL ON EACH SIDE OF THE PIPE. FOR PIPE LARGER THAN 42" DIAMETER PLACE 2' OF FILL ON EACH SIDE OF THE PIPE.

REINFORCED CONCRETE PIPE
TYPICAL BACKFILL DETAIL-SAND

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

MISCELLANEOUS PIPE DETAILS

REV. 8/14

COLLAR.DGN

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		FILE NO.				SHEET NO.
6							
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.	
TEXAS	21						

FILE: $FILE$ TIME$
DATE: $DATE$

AI -54495 12.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Jaime Salazar Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc)as attached hereto for: Hidalgo County Drainage District No. 1-"Gasoline, On & Off Highway Diesel Fuel"-RFB No.: HCDD1-16-027-06-01. Including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

PROPOSED PROCUREMENT SCHEDULE:

	EVENT DESCRIPTION	DATE:
1.	Board Approval of Specs and Authority to Advertise	05/10/16
2.	1st Advertisement	05/14/16
3.	Start RFB Packet Distribution	05/16/16
4.	2nd Advertisement	05/21/16
5.	Deadline for Questions	05/25/16
6.	Answers	05/27/16
7.	**BID OPENINGS**	**06/01/16 @ 9:30 AM**

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2016 09:05 AM
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Moises Salazar Started On: 05/05/2016 02:04 PM

Final Approval Date: 05/06/2016

AI -54515 13.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Work Authorization No. 4 to Professional Services Agreement with L&G Consulting Engineers Inc. as it relates to On Call Construction Material Testing Services for J-09 Drain Improvements Phase II Construction Rio Grande Care Rd. to North Main Drain in the amount of $22,243.07. (Subject to HB1295)

BACKGROUND

Fiscal Impact

Attachments

WA No. 4 L&G

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2016 07:57 AM
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Jaime Salazar Started On: 05/05/2016 05:27 PM

Final Approval Date: 05/06/2016

L&G Engineering
Transportation Consultants

May 3, 2016

Mr. Raul Sesin, P.E. – Executive Director
Hidalgo County Drainage District #1
902 N. Doolittle Rd
Edinburg, Texas 78542

RE: ***On-Call CMT Services (Pct #2, Pct #3, Pct #4 & HCDD#1 Master Drainage System)***
Work Authorization #4 – J-09 Drain Improvement Project (Phase II Construction)

Dear Mr. Sesin:

Attached for your review and execution are two originals of Work Authorization #4 with all associated attachments, between L&G Engineering and Hidalgo County Drainage District #1 for the J-09 Drain Improvements Project (Phase II Construction) Rio Grande Care Rd to North Main Drain.

Should you have any questions, please feel free to contact me at (956) 585-1909.

Sincerely,

David A. Saenz, P.E., C.F.M.
Project Manager

Attachments: Work Authorization #4

Cc: Mr. Jacinto Garza, P.E. – L&G Engineering

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
For On-Call CMT Services (Pct #2, Pct #3, Pct #4 & HCDD#1 Master Drainage System) Professional Agreement

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, action herein by and through the **Board of Directors**, hereinafter called the "**Owner**," and, L&G Consulting Engineers, Inc. professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide On-Call CMT Services for the J-09 Drain Improvements Project (Phase II Construction) Rio Grande Care Rd to North Main Drain.

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

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

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $22,243.07. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 4 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on the earlier of (date) or **upon completion of scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. 4.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager

BY:_____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of _____ day of _____, 2016.

THE LABORATORY:

_____
By: Jacinto Garza, P.E.
President / C.E.O.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1:

_____
Ramon Garcia
CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Laboratory
Exhibit C – Omitted
Exhibit D – Cost Proposal

EXHIBIT A

Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the OWNER in the development of Projects.

General:

The OWNER will provide to the LABORATORY the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design LABORATORY.
2) Payment for work performed by the LABORATORY and accepted by the OWNER in accordance with Article 3 of this Agreement.
3) Assistance to the LABORATORY, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the LABORATORY cannot easily obtain.
4) Provide any available relevant data the OWNER may have on file concerning the projects.
5) Provide timely review and decisions in response to the LABORATORY's request for information and/or required submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by LABORATORY.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction LABORATORY.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 1 – CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the OWNER with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10) or Project Plans and Specifications (or as directed by the OWNER). The construction material testing includes, but is not limited to the following:

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

(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.

(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.

(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

(f) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.

(g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the OWNER.

If required, the LABORTORY shall provide to the OWNER, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The LABORATORY will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
CMT	Mercedes Office
Inspection	Mission Office

The work effort will be managed out of the Mercedes (City) office located at 2100 West Expressway 83 (Address), Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the OWNER on construction and maintenance projects.

B. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and CMT reports prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the LABORATORY.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the OWNER within a reasonable time.

Exhibit "D"
L&G Engineering
J-09 Phase II (Rio Grande Care Rd to North Main Drain) Project
Prepared for Hidalgo County Drainage District No. 1

Embankment - In Situ Soils Testing-Laboratory						
Moisture Density Relationship (TxDOT)	2	Each	$218.97		$437.94	*quanitity based on*
Atterberg Limits of Soils	2	Each	$82.05		$164.10	*2 site visits to*
Material Finer #200	2	Each	$68.46		$136.92	*obtain samples of*
Test Report	6	Each	$24.30		$145.80	*In-Situ Exc for use as Emb*
Soil & Aggregate Tech	4	Hour	$52.88		$211.52	*materials for*
Mileage (Trip Charge)	120	Miles	$0.56		$67.20	*laboratory testing*
				Subtotal:	$1,163.48	(only test Emb. Mtl Stockpile)
Embankment - In Situ Soils Testing-Field						
Field Density Test	24	Each	$24.63		$591.12	*quantity based on*
Test Report	6	Each	$24.30		$145.80	*6 site visits to perform*
Soil & Aggregate Tech	24	Hour	$52.88		$1,269.12	*Field Density and Thickness*
Mileage (Trip Charge)	360	Miles	$0.56		$201.60	*Testing*
				Subtotal:	$2,207.64	*(avg 4 tests per visit)*
Flexible Base (Caliche) Cut and Restore Area-Laboratory						
Moisture Density Relationship (TxDOT)	1	Each	$218.97		$218.97	*Quantity based*
Atterberg Limits of Soils	1	Each	$82.05		$82.05	*on 1 site visit to*
Particle Size Analysis (Gradation)	1	Each	$98.63		$98.63	*obtain sample*
Texas Wet Ball Mill	1	Each	$239.53		$239.53	*for laboratory*
Triaxial Compression	1	Each	$360.50		$360.50	*testing*
Soil & Aggregate Tech	8	Hour	$52.88		$423.04	
Test Report	3	Each	$24.30		$72.90	
Mileage (Trip Charge)	60	Miles	$0.56		$33.60	
				Subtotal:	$1,529.22	
Flexible Base (Caliche) Cut and Restore Area-Field						
Field Density Test	8	Each	$24.63		$197.04	
Test Report	2	Each	$24.30		$48.60	*Quantities based on*
Soil & Aggregate Tech	8	Hour	$52.88		$423.04	*2 site visits to perform*
Mileage (Trip Charge)	120	Miles	$0.56		$67.20	*in-place testing*
				Subtotal:	$735.88	*(avg 4 tests per visit)*
Hot Mix Asphalt Paving-Cut and Restore Area						
Extraction/Sieve Analysis/AC%	2	Each	$239.45		$478.90	
MaximumTheor. Specific Gravity	2	Each	$92.70		$185.40	
Asphalt Rolling Patterns	2	Each	$41.06		$82.12	
Coring/ACP Thickness	4	Each	$68.46		$273.84	
Density of Cores (Set of 2)	4	Each	$75.23		$300.92	
In-Place Air Voids	4	Each	$25.75		$103.00	
Asphalt Technician	16	Hour	$52.88		$846.08	
Mileage (Trip Charge)	240	Miles	$0.56		$134.40	
Test Report	6	Each	$24.30		$145.80	
				Subtotal:	$2,550.46	

Concrete Placement - Structures (Class C)

Coarse Aggregate					
Decantation	1	Each	$47.90	$47.90	
Sieve Analysis	1	Each	$87.55	$87.55	
Deleterious Matl.	1	Each	$47.90	$47.90	
LA Abrasion (Assume CRSQC Approved)	0	Each	$581.49	$0.00	
Soundness (Assume CRSQC Approved)	0	Each	$581.49	$0.00	
			Subtotal:	$183.35	
Fine Aggregate					
Sand Equivalent	1	Each	$75.18	$75.18	
Organic Impurities	1	Each	$47.90	$47.90	
Sieve Analysis	1	Each	$87.55	$87.55	
Fineness Modulus	1	Each	$16.43	$16.43	
Deletrerious Materials	1	Each	$47.90	$47.90	
			Subtotal:	$274.96	
Air Content(Pressure Method)	6	Each	$24.58	$147.48	*Assuming*
Test Report	6	Each	$24.30	$145.80	*6 Placements*
Concrete Technician	18	Hour	$52.88	$951.84	
Mileage (Trip Charge)	360	Miles	$0.56	$201.60	
			Subtotal:	$1,446.72	
Cyl. Spec. Prep, Hold, Cure	24	Each	$12.36	$296.64	*Quantities based on*
Comp. Str. Of Cyl. Specimen	24	Each	$16.40	$393.60	*sample pickup an*
Test Reports (Aggregates)	2	Each	$24.30	$48.60	*deliver to*
Test Reports (7 and 28 day)	12	Each	$24.30	$291.60	*deliver to*
Concrete Technician	24	Hour	$52.88	$1,269.12	*laboratory for*
Mileage (Trip Charge)	420	Miles	$0.56	$235.20	*Compression Testing*
			Subtotal:	$2,534.76	

Concrete Placement - Rip Rap & Canasta (Class A)

Air Content(Pressure Method)	6	Each	$24.58	$147.48	*Assuming*
Test Report	6	Each	$24.30	$145.80	*6 Placements*
Concrete Technician	18	Hour	$52.88	$951.84	
Mileage (Trip Charge)	360	Miles	$0.56	$201.60	
			Subtotal:	$1,446.72	
Cyl. Spec. Prep, Hold, Cure	24	Each	$12.36	$296.64	*Quantities based on*
Comp. Str. Of Cyl. Specimen	24	Each	$16.40	$393.60	*sample pickup an*
Test Reports (7 and 28 day)	12	Each	$24.30	$291.60	*deliver to*
Concrete Technician	18	Hour	$52.88	$951.84	*laboratory for*
Mileage (Trip Charge)	360	Miles	$0.56	$201.60	*Compression Testing*
			Subtotal:	$2,135.28	

Estimated Field and Laboratory Test Fees			$16,208.47
Admin/Clerical (Report Review)(Hr.)	20	$62.21	$1,244.20
Engineering Lab Mgr. (Report Review)(Hr.)	20	$105.76	$2,115.20
Project Engineer (Report Review)(Hr.)	20	$133.76	$2,675.20
Estimated Materials Testing Total			$22,243.07

AI -54516 14.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Work Authorization No. 2 to Agreement for Professional Engineering Services with Halff Associates, Inc. as it relates to Engineering Services for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range project located on HCDD1 yard for a total amount of $151,788.00. (subject to compliance with HB 1295)

BACKGROUND

Fiscal Impact

Attachments

WA No. 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2016 07:57 AM
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Jaime Salazar Started On: 05/05/2016 05:39 PM

Final Approval Date: 05/06/2016

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO.___2___

THIS WORK AUTHORIZATIO is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter called the "Owner", and HALFF ASSOCIATES, INC., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide professional engineering services for Preliminary Site Characterization Abandoned Rifle /Handgun Firing Range project.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $151,788. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5, 6, and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. _2_ shall be funded through funding source: Account No. _____

Requisition Number_____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by HALFF ASSOCIATES, INC. as to content and detail of this Work Authorization No. 2 .

BY: _____

Robert R. Saenz, PE
Vice President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____ as indicated below and effective as of _____ day of _____, 20__.

THE ENGINEER:	**THE OWNER:**
Halff Associates, Inc.	**Hidalgo County Drainage District No. 1**
_____	_____
By: Robert L. Saenz, PE	**By: Ramon Garcia, Chairman**
Vice President	

Fyi jcju ©©

HALFF

March 15, 2016
AVO 31392/EA01

Mr. Jaime Salazar
Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78542

Re: Preliminary Cost Estimate for TCEQ TRRP Applicability Evaluation and Environmental Remediation of former firing range berm located at 902 N. Doolittle Road, Edinburg, Hidalgo County, Texas

Dear Mr. Salazar:

Halff Associates, Inc. (Halff) has completed Preliminary Site Characterization activities at the referenced property (Subject Property). Based upon data developed during the completion of this investigation metals (i.e., arsenic, lead and copper) affected soil requiring response actions were identified at the Subject Property. A summary of the Preliminary Site Characterization results and a preliminary cost estimate for response actions which may be implemented to obtain regulatory closure for affected media at the site are presented below.

Site Characterization Activities Summary

Halff completed Preliminary Site Characterization activities at the Subject Property on behalf of the Hidalgo County Drainage District No. 1 (HCDD1). The purpose of the Preliminary Site Characterization was to evaluate the presence of metals impacted soil at the referenced former rifle/handgun firing range berm. According to HCDD1 personnel, the firing range was in operation from approximately the 1970s to late 1980s. The former firing range at the Subject Property consists of a U-shaped berm approximately 15 feet high. The firing range is no longer in use and HCDD1 is planning to redevelop the area that includes the berm at the Subject Property for surface parking.

Twenty-two surface sample points were installed at the Subject Property and thirty-one soil samples were submitted for laboratory analysis during the Preliminary Site Characterization activities. Soil samples were collected for analysis of the metals arsenic, lead, copper, tin and zinc by EPA Method 6020. In addition, the soil samples with the highest metals concentrations were analyzed for Toxicity Characteristic Leaching Procedure (TCLP) lead by EPA Method 1311/6020 to preliminarily evaluate waste disposal requirements. The Preliminary Site Characterization identified concentrations of arsenic, lead, and copper in soil samples on-site that exceeded established Texas Risk Reduction Program (TRRP) Texas-Specific Background Concentrations and/or protective concentration levels (PCLs).

Based on the data developed during the Preliminary Site Characterization, the following conclusions were made:

Soil Samples

- Concentrations of lead were identified above the laboratory sample detection limit (SDL) in each of the thirty-one soil samples submitted for laboratory analysis. Concentrations of lead

HALFF ASSOCIATES, INC.
1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275
TEL (214) 346-6200
FAX (214) 739-0095
WWW.HALFF.COM

exceeding the Texas-Specific Background Concentration were identified in twenty of the soil samples collected during the Preliminary Site Characterization. Subsequently, eleven of the soil samples with the highest total lead concentrations were submitted for analysis of lead by TCLP. The TCLP results indicated that five of the soil samples contained lead concentrations exceeding the EPA Hazardous Waste Regulatory Level for lead (i.e., 5.0 milligrams per liter [mg/l]), three of the soil samples contained leachable concentration of lead exceeding the Texas Class 1 Waste Regulatory Level (i.e., >1.5 mg/l and <5.0 mg/l)), and three soil samples contained TCLP lead concentrations that were within the Texas Class 2 Waste Regulatory Level (i.e., <1.5 mg/l).

- Concentrations of arsenic were identified above the laboratory SDL in each of the thirty-one soil samples. Three of the soil samples contained concentrations of arsenic that exceeded the Texas-Specific Background Concentration.
- Concentrations of copper were identified above the laboratory SDL in each of the thirty-one soil samples. One of the soil samples contained concentrations of copper that exceeded the TRRP Tier 1 Residential PCL for a 0.5-acre source area.
- Concentrations of tin and zinc were identified above the laboratory SDL in each of the thirty-one soil samples but were below the applicable TRRP Tier 1 Residential PCLs for a 0.5-acre source area.

Recommendations

Based on the results of the Preliminary Site Characterization completed for the Subject Property, Halff recommended the following:

- Additional site investigation activities were recommended to further evaluate the site in accordance with the TRRP rule (30TAC Chapter 350). The site should initially be evaluated in accordance the procedures detailed in the Texas Commission on Environmental Quality (TCEQ) guidance document *Determining Which Releases are Subject to TRRP*.
- Soil with concentrations of constituents of concern (COCs) exceeding the applicable TCEQ action levels should be excavated and properly disposed.
- A report documenting the investigation and soil excavation and disposal activities should be submitted for TCEQ review.
- The Property owner should consult legal counsel to determine regulatory notification requirements, if any, for the Subject Property.

Preliminary Cost Estimate

A summary of the preliminary estimated cost for environmental investigation and closure of the affected media at the property is presented below. The preliminary cost estimate was developed based on closure of the affected soil at the site through the TCEQ Corrective Action Section (CAS) in accordance with the TRRP guidance document *Determining Which Releases are Subject to TRRP*. The anticipated scope of work to achieve regulatory closure of the Subject Property includes:

- Completion of additional site investigation activities to evaluate the presence of COC (metals) impacted groundwater at the site;
- Establishing site specific background concentrations for selected COCs (lead) present in the berm soil;
- Completion of an Ecological Checklist to determine if ecological pathways may be of concern;
- Excavation and proper disposal of soil with COC concentrations exceeding TCEQ action levels; and
- Preparation of a data report documenting site investigation, excavation and disposal activities and

providing justification that no further actions are warranted.

The preliminary scope and cost estimate is based on existing data and subject to change as additional data are developed for the subject site. The preliminary cost estimate for the evaluation, remediation and closure of the impacted firing range berm soil is summarized below. A detailed preliminary remedial cost estimate is included at Attachment 1.

Preliminary Remedial Cost Estimate
HCDD1 Former Firing Range Berm located at 902 N. Doolittle Road,
Edinburg, Texas

Task Description	Estimated Cost
Complete Additional Site Investigation Activities	$11,180
TCEQ Notification, Coordination, & Compliance	$2,760
Preparation of Plans/Specifications & Contractor Procurement	$3,560
Remedial Construction Oversight, Remedial Construction, & Verification Sampling	$89,290
Data Evaluation and Closure Report Preparation	$14,640
Subtotal	**$121,430**
Contingency	**25%**
Total Estimated Cost	**$151,788**

The above estimate is based on the following assumptions:

- The actions will be conducted in accordance with the requirements of the TCEQ guidance document *Determining Which Releases are Subject to TRRP*. Appropriate regulatory notifications will be provided and a data report documenting the activities completed at the Subject Property will be submitted to the TCEQ CAS for review and approval.
- One permanent monitor well will be installed and eight background soil samples will be collected during the additional site investigation activities.
- Two soil and one groundwater sample will be submitted for laboratory analysis of for total arsenic, copper, lead, tin, and zinc on a normal turn around basis during additional site investigation activities.
- Eight shallow soil background samples will be submitted for analysis of total lead on a normal turnaround basis during the additional site investigation activities.
- Evaluation of the site in accordance with the regulatory guidance document *Determining Which Releases are Subject to TRRP* will confirm that shallow groundwater beneath the site has not been impacted or threatened by historical firming range activities, potential exposure to ecological receptors are not a concern, and a site specific background concentration for lead of approximately 40 milligram per kilogram (mg/kg) will be established for the site.
- An estimated 160 tons of impacted soil will be disposed at US Ecology facility in Robstown, Texas as Hazardous waste, 110 tons of impacted soil will be disposed at US Ecology facility in Robstown, Texas as Class I waste, and 80 cubic yards of impacted soil will be disposed at La Gloria Landfill in Edinburg, Texas as Class II waste.
- An impacted soil treatability study will confirm that the material is suitable for acceptance into the US Ecology facility for disposal.
- In-situ characterization of Class II impacted soil will be authorized by the La Gloria Landfill prior to mobilization of the remedial contractor to the site.
- Two samples analyzed for waste characterization parameters (TPH, TCLP VOCs, SVOCs,

metals, herbicides, pesticides, and PCBs) on a normal turn around basis will be required for acceptance of the Class II impacted soil into the La Gloria Landfill.

- Two samples analyzed for TCLP lead on a normal turn around basis will be required for acceptance of the Hazardous and Class I impacted soil into the US Ecology facility.
- Backfill of the excavated area will not be required.
- The verification sample analytical results will be below the applicable TCEQ action levels and/or site specific background concentrations.
- Laboratory analyses of fifteen verification samples for total arsenic, copper, and lead will be run on a 100% rush turn around basis.
- The site will be accessible and the work can be completed with one mobilization to the site.
- The extent of lead affected soil will be limited to the surface (i.e., does not exceed a depth of 2 feet below surface) of the berm impact area.
- Groundwater and utilities will not be encountered during remedial construction activities.
- The client will be responsible for locating site utilities.
- Significant changes to the scope of work will not be required and no new source areas and/or constituents of concern will be identified during further evaluation of the site.
- The estimate is based on the units and tasks specified in the detailed preliminary remedial cost estimate.
- The preliminary remedial cost estimate assumes that the TCEQ will approve the site specific background concentrations established for the site and a "No Further Action Letter" for the affected surface soil will be issued through the TCEQ after removal of the specified soil quantities.

This statement was prepared utilizing standard cost estimation practices, when actual cost or bids could not be used. It is understood and agreed that this is an estimate only, and that engineer, shall not be liable to owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.

We hope that you will find the above satisfactory. We appreciate the opportunity to be of service to you. Please do not hesitate to contact me at (214) 346-6392 if I can be of any additional service.

Sincerely,

HALFF ASSOCIATES, INC.

S. Kent Belaire, P.G.
Vice President

attachment

ATTACHEMENT 1
Preliminary Cost Estimate - HCDD No.1 Former Firing Range Berm
Investigation, Regulatory Coordination, Remediation, and TCEQ Reporting

1. Subsurface Site Investigation/Delineation Sampling

Drilling Subcontractor Fees

Description	Unit	Unit Rate	Quantity	Total
Mobilization	Each	$350.00	2	$700.00
One soil boring/MW to 30'	LF	$50.00	30	$1,500.00
Drums	Each	$55.00	4	$220.00
P&A monitor well	LF	$14.00	30	$420.00
				$2,840.00

Site Investigation Field Activities

Description	Unit	Unit Rate	Quantity	Total
Project Manager	Hr	$250.00	2	$500.00
Senior Geologist	Hr	$150.00	2	$300.00
Env. Technician (Includes sampling MW)	Hr	$110.00	40	$4,400.00
ODCs (dispensable/equipment rental/etc.)	Lump	$800.00	1	$800.00
				$6,000.00

Laboratory Analytical Fees

Description	Unit	Unit Rate	Quantity	Total
Metals analyses MW Soil & GW (As, Cu, Pb, Sn, Zn)	Each	$80.00	3	$240.00
Metals analyses Background Soil (Pb)	Each	$20.00	8	$160.00
TRRP Package	Each	$40.00	1	$40.00
				$440.00

Data Review & Evaluation

Description	Unit	Unit Rate	Quantity	Total
Project Manager	Hr	$250.00	2	$500.00
Senior Geologist	Hr	$150.00	8	$1,200.00
Field Geologist	Hr	$100.00	2	$200.00
				$1,900.00

1. Site Investigation Subtotal $11,180.00

2. TCEQ Coordination

Notifications, Coordination, & Compliance

Description	Unit	Unit Rate	Quantity	Total
Project Manager	Hr	$250.00	4	$1,000.00
Senior Geologist	Hr	$150.00	8	$1,200.00
Env Scientist/Geologist	Hr	$100.00	4	$400.00
Administrative Assistant	Hr	$80.00	2	$160.00
				$2,760.00

2. TCEQ Coordination Subtotal $2,760.00

3. Plans/Specifications/Contractor Procurement

Plans/Specifications/Contract Documents/Contractor Procurement

Description	Unit	Unit Rate	Quantity	Total
Project Manager	Hr	$250.00	2	$500.00
Senior Geologist	Hr	$150.00	8	$1,200.00
Env Scientist/Geo	Hr	$100.00	4	$400.00
CAD	Hr	$100.00	8	$800.00
Administrative Assistant	Hr	$80.00	2	$160.00
ODCs	Each	$500.00	1	$500.00
				$3,560.00

3. Plans/Specs/Contractor Procurement Subtotal $3,560.00

4. Remedial Construction/Oversight/Data Evaluation/Contract Administration

Remedial Construction Oversight - 280 cy affected material
Field Activities/Oversight

Description	Unit	Unit Rate	Quantity	Total
Project Manager	Hr	$250.00	4	$1,000.00
Senior Geologist	Hr	$150.00	8	$1,200.00
Field Operations Supervisor	Day	$1,000.00	6	$6,000.00
ODCs (dispensable/equipment rental/etc.)	Lump	$1,500.00	1	$1,500.00
				$9,700.00

Remedial Construction 280 cy Impacted Soil

Mob/Decon/Monitoring	LS	$1,600.00	1	$1,600.00
Equipment Operators and Per diem	Day	$750.00	4	$3,000.00
120 Excavator	LS	$4,700.00	1	$4,700.00
ODCs	LS	$450.00	1	$450.00
Transport Haz/Class 1- US Ecology, Robstown	LD	$1,080.00	13	$14,040.00
Dispose Class 1	Ton*	$70.00	110	$7,700.00
Dispose Haz	Ton*	$225.00	160	$36,000.00
Transport Class 2 - LA Gloria	LD	$430.00	5	$2,150.00
Dispose Class 2	CY	$52.25	80	$4,180.00
				$73,820.00

*assume 22 tons per load

Laboratory Analytical Fees

Description	Unit	Unit Rate	Quantity	Total
Verification samples metals (As, Cu, & Pb) 100% rush	Each	$200.00	15	$3,000.00
Haz Waste Characterization (TCLP lead) NTA	Each	$50.00	1	$50.00
Class I Waste Characterization (TCLP metals) NTA	Each	$200.00	1	$200.00
Class II Waste Characterization (TPH/VOC/TCLP metals) NTA	Each	$1,200.00	2	$2,400.00
TRRP Package	Each	$120.00	1	$120.00
				$5,770.00

4. Remedial Construction/Oversight/Data Evaluation/CA Subtotal $89,290.00

5. Data Report

Data Validation/Data Tabulation/Report Preparation

Description	Unit	Unit Rate	Quantity	Total
Project Manager	Hr	$250.00	4	$1,000.00
Senior Geologist	Hr	$150.00	32	$4,800.00
Env. Scientist/Geologist	Hr	$100.00	40	$4,000.00
CAD	Hr	$100.00	40	$4,000.00
Administrative Assistant	Hr	$80.00	8	$640.00

5. Data Report Subtotal $14,640.00

Subtotal $121,430.00
***25% contingency* $30,358**
TOTAL $151,788

AI -54533 15.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Jaime Salazar Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by HCDD1 Board of Directors in connection with Professional Engineering Services required for Pct. 2 & Pct. 3 - Roadway System off site Drainage Improvements.

FIRM NAME:	SCORE:	RANK:
L&G Engineering	99	
Javier Hinojosa Engineering	97	
Quintanilla Headley & Associates Inc.	96	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provisions of Professional Engineering Services for Pct. 2 & Pct. 3 - Roadway System off site Drainage Improvements.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Jaime Salazar Started On: 05/06/2016 01:34 PM

Final Approval Date: 05/06/2016

AI -54534 16.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Change Order No. 2 with Texas Cordia Construction, LLC in the amount of $84,883.00 for Construction Contract No. HCDD1-15-009-07-22A "Pct. 4-Hoehn Rd. Area Drainage and Road Improvements and approval for HCDD1 General Manager to sign.

BACKGROUND

Fiscal Impact

Attachments

CO No. 2

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Jaime Salazar Started On: 05/06/2016 02:28 PM

Final Approval Date: 05/06/2016

CHANGE ORDER NO. 2

Project: PCT. 4 HOEHN ROAD AND DRAINAGE IMPROVEMENTS

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
OWNER'S CONTRACT NO: **HCDD1-15-009-07-22A**

CONTRACTOR: Texas Cordia Construction, LLC
3149-A Center Pointe Drive
Edinburg, Texas 78539

ENGINEER: Dos Logistics, Inc.
1002 East Exp. 83
Weslaco, TX 78596

You are directed to make the following changes in the Contract Documents.

Description:
1. Realignment of proposed storm drain resulting in a need for revised drainage structures.
2.
3.
4.
5.
6.

Reason for Change Order:
1. Revised plans dated 03/6/2016 due to utility conflict.
2.
3.
4.
5.
6.

Attachments: A

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 1,078,315.00		Original Contract Time for Substantial Completion: 180 calendar days or dates
Net Changes from previous Change Order $ 172,205.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 1,250,520.00		Contract Time prior to this Change Order Substantial Completion: 180 calendar days or dates
Net Increase(decrease) of this Change Order $ 84,883.00		Net Increase(decrease) of this Change Order 232 calendar days
Contract Price with all approved Change Orders $ 1,335,403.00	Net % increase(decrease)from original contract price. 23.84 %	Contract Time with all approved Change Orders Substantial Completion: 412 calendar days or dates

RECOMMENDED:

By: _____, P.E.
Engineer (Authorized Signature)

Date: 5-6-16

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____, PE
Contractor (Authorized Signature)

Date: 5/6/16

AI -54537 17.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of final negotiated Professional Service Agreement No. C-HCDD1-16-002-05-10; in the amount of $6,932.60 with Quintanilla Headley & Associates, Inc. as it relates to Surveying Services for North Branch Drain & Tex Mex Drain Improvement Project. Approved for negotiations by HCDD1 Board of Directors on April 19, 2016. (Subject to HB1295)

BACKGROUND

Fiscal Impact

Attachments

QHA Agreement

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Jaime Salazar Started On: 05/06/2016 03:16 PM

Final Approval Date: 05/06/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
HCDD1-16-xxx-xx-xx

THIS AGREEMENT is made effective the ____ day of _____, **2016**, by and between the **Hidalgo County Drainage District No. 1** ("District") and **Quintanilla, Headley & Associates, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the District requires "Surveying Services" **for North Branch Drain & Tex Mex Drain Improvement Project** located within **Hidalgo County.**

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

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

WHEREAS, the District has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities;

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the District requested proposals from professional Surveyors to assist the District by providing Surveying services; and

WHEREAS, the District has selected the Surveyor to provide Surveying services within Hidalgo County, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

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

1. Scope of Services. Surveyor agrees to provide to District "Surveying services" **for North Branch Drain & Tex Mex Drain Improvement Project** located within **Hidalgo County** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services 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 the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by the District.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County Drainage District No. 1 has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scope of Services ordered, Surveyor must advise in written notice to authorize and to secure additional time to comply.

2. Term. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective _____- expiring _____ or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the District for each **"Purchase Order"**.

The District assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the District for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. Non-Exclusive Services of Surveyor. Hidalgo County Drainage District No. 1 reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the District agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the District 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, District shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

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

6. Inspection of Work. The District 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 Surveyor, or a subcontractor, the Surveyor 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 agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The District retains the right to reject any such amendment proposed by the

Surveyor unless the District 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 agreement period as specified.

If the District finds it necessary to require changes in completed work because of errors made by the Surveyor, the District shall require the Surveyor to correct the work at no cost to the District and without amendment to the agreement. If the changes are made at the request of the District and are not due to errors of the Surveyor, the District will reimburse the Surveyor 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 Surveyor shall promptly advise the District in writing of events which have a significant impact upon the agreement, including:

a. 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 District or, if Federal funds are involved, Federal assistance needed to resolve the situation.

b. 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 agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the District shall be delivered to and become the property of the District. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the District without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the District under this agreement.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County Drainage District No. 1 policies and with any applicable federal, state or local laws,

regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County Drainage District No. 1 or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County Drainage District No. 1 and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor 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. The District may terminate this Agreement 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. Surveyor agrees to provide liability insurance covering its activities in providing the services for District 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, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of District.

14. Conflict. Nothing in this Agreement 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 Agreement 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 agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement 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 District of any breach of any provision of this Agreement 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 Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and Surveyor, and not otherwise.

17. Venue. This Agreement 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 Surveyor 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, Surveyor shall hold harmless and indemnify District from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement 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 Agreement, 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 Agreement, 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 District:	Hidalgo County Drainage District No. 1 Attention: Jaime J. Salazar 902 N. Doolittle Rd. Edinburg, Texas 78542
If to Surveyor:	**Quintanilla, Headley & Associates, Inc.** Attn: Alfonso Quintanilla, PE, R.P.L.S. 124 E. Stubbs Edinburg, Texas 7842

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 Unites 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 Agreement.

22. Binding Agreement. This Agreement 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 agreement.

23. Gender. All pronouns used in this Agreement 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 Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and Surveyor in accordance with its terms.

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

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

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ___ day of _____, **2016**.

SURVEYOR:
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY:_____
Alfonso Quintanilla, P.E./R.P.L.S.

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____
Ramon Garcia, Chairman of the Board

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

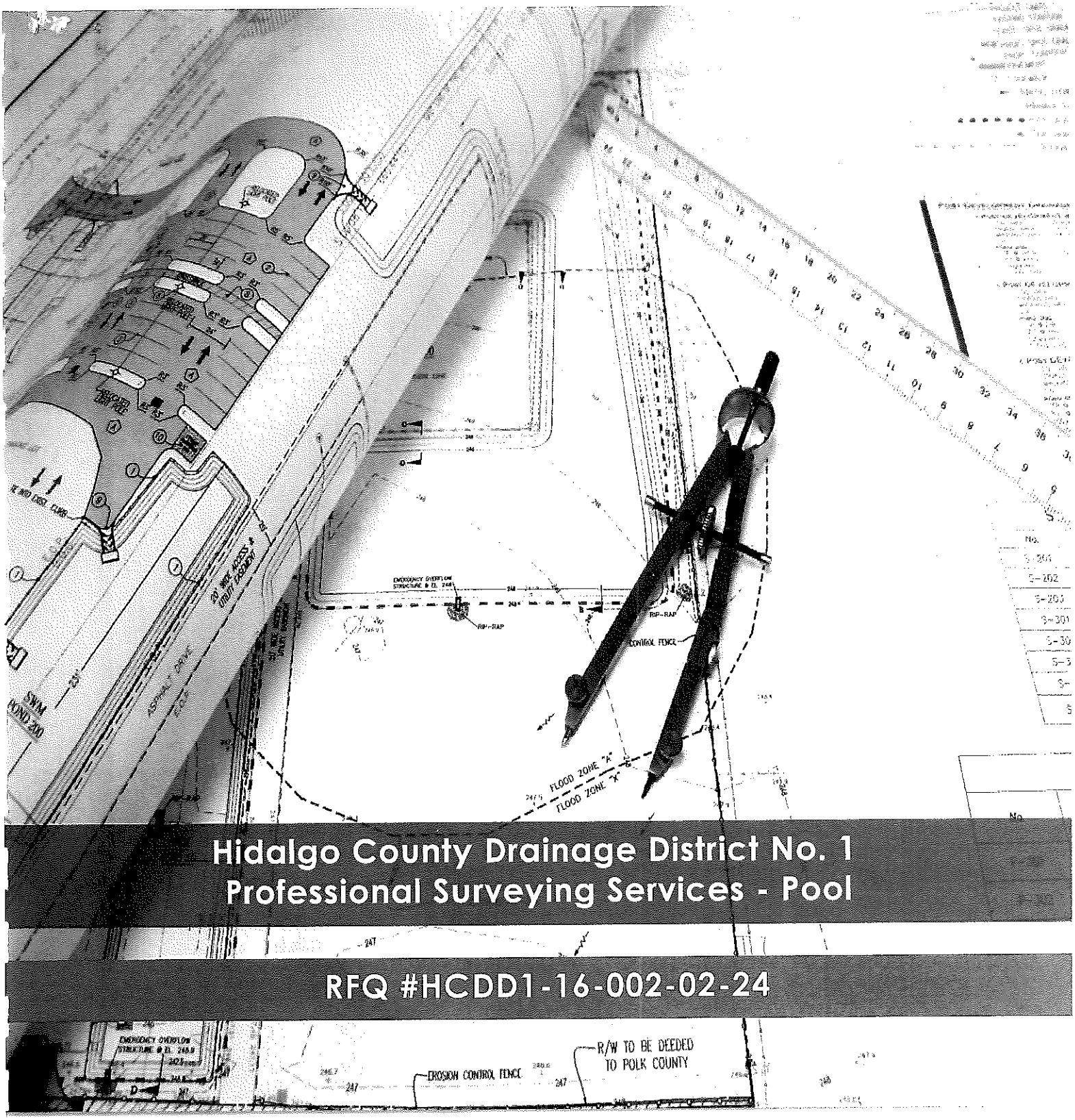
By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"

Request for Qualifications (RFQ) Procurement Packet



Hidalgo County Drainage District No. 1
Professional Surveying Services - Pool

RFQ #HCDD1-16-002-02-24

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs, Edinburg, TX 78539
Phone 956/381-6480 Fax 956/381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

February 24, 2016

Jaime J. Salazar, Operations Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, TX 78542

RE: RFQ – Professional Surveying Services-
No. HCDD1-16-002-02-24

Dear Mr. Salazar:

Quintanilla, Headley and Associates, Inc. appreciates the opportunity to submit our Statement of Qualifications for the above mentioned project. Enclosed are one original, three copies and one digital copy containing our Statement of Qualifications.

Quintanilla, Headley & Associates, Inc. realizes the Hidalgo County Drainage District No. 1 requires a strong project team that is ready to meet the demands associated with its' projects. Our firm provides engineering and land surveying services to both public works and private developers and is ready and willing to commence work for the Hidalgo County Drainage District No. 1. We look forward to working with you.

In order to ensure the success of every project, the firm will

- Conduct business with respect and integrity
- Follow the ethics of our profession
- Strive to meet and exceed the expectations of the Hidalgo County Drainage District No. 1

Should you have any questions, please feel free to call me at (956) 381-6480 or email me at alfonsoq@qhaengineering.com.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

Firm Information

Quintanilla, Headley & Associates, Inc.
Consulting Engineers and Land Surveyors
124 E. Stubbs St.
Edinburg, Texas 78539
Phone #: (956) 381-6480
Fax #: (956) 381-0527
Website: www.qhaengineering.com
Email: office@qhaengineering.com
Texas Board of Professional Engineers Firm #: F-1513
Texas Board of Professional Land Surveying Firm #: 10041100

Principals

Alfonso Quintanilla, P.E., R.P.L.S.
President

Norma Quintanilla Vice President	Lilia Quintanilla Secretary	Eulalio Ramirez, P.E. Director
Jaime Gomez Director	Rolando Salinas Director	Alejandro Rios Director

Firm Philosophy

Our firm provides cost effective engineering services based on our resources, experience and knowledge. We offer the best of technical performance, high standard of professionalism and integrity to the project.

Firm History

Quintanilla, Headley & Associates, Inc.

Founded in 1986, QHA provides a wide range of engineering and land surveying services throughout the Rio Grande Valley. QHA specializes in engineering services such as Roadway Design, Water Distribution Design, Storm Sewer Design, Wastewater Collection System Design, and Utility Coordination. QHA uses the latest equipment and software to ensure we provide the most accurate field data.

Our offices are located in the heart of Hidalgo County. We have performed an extensive amount of engineering services throughout the County and have in our files a vast collection of topographic data, irrigation districts data, IBWC data, and drainage data.

QHA is managed by professional individuals who are registered with the Texas Board of Professional Engineers and the Texas Board of Professional Land Surveying. QHA is a certified as a Historically Underutilized Business (HUB).

Firm Capabilities

Our project management objectives are to deliver a final plan on schedule, on budget and one that fits the needs of our clients.

Boundary Survey	Survey Plats	Property Legal Descriptions	Right of Way Mapping	Topographic Survey
Utility Location Survey	Construction Survey	Roadway Design	Water Distribution System Design	Wastewater Collection System Design
	Storm Sewer Design	Land Development Design	Utility Coordination	

Staff by Discipline

Project Manager & Designer
Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.
Marco Gonzalez, P.E.

Drafting Team
Jaime Gomez, Designer/Senior CADD Technician
Jose Luis Cavazos, Drafting Technician
Guadalupe Garza, Drafting Technician
Alejandro Guerrero, Drafting Technician

Field Inspector
Reynaldo Corpus

Surveying Crew
Alejandro Rios, Field Crew Leader
Rolando Salinas, Field Crew Leader
Jose Gonzalez, Field Crew Assistant
Ramiro Sosa, Field Crew Assistant
Antonio Villalpando, Field Crew Assistant
Reynaldo Villalpando, Field Crew Assistant

Administrative
Norma Quintanilla, Administrative Manager
Clarissa Quintanilla, Administrative Support
Lilia Quintanilla, Administrative Secretary
Neyda Ramirez, Administrative Secretary
Dinorah Quintanilla, Administrative Secretary

Alfonso Quintanilla, P.E. R.P.L.S.

President

Summary

Mr. Quintanilla has been a licensed professional engineer since 2005. Since then, he has managed and performed numerous civil engineering designs in the areas of roadway design, drainage system design, wastewater collection design, water distribution system design, storm sewer design, drainage studies, and utility coordination. He has performed several engineering projects for Hidalgo County, City of Edinburg, City of Alamo, City of Mission, and City of Alton in the past 15 years and has completed all projects on time and within budget.

Relevant Experience

Edinburg Arena:

- Edinburg Arena (Vipers)
  - Design of Water distribution system, sanitary sewer collection, drain system and paving

City of Alamo:

- City of Alamo Tower Road Improvements from Business 83 to Ridge Rd
  - Design of water distribution system, sanitary sewer collection, drain and paving improvements

Hidalgo Co. Drainage District No. 1:

- North Seminary Drainage
  - Design of drain system

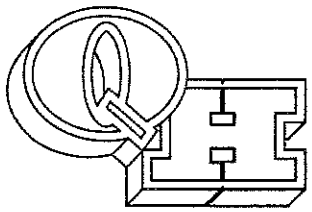
Education & Professional Registrations

Instituto Tecnologico de Estudios Superiores, Monterrey, N.L. Mexico

- Bachelor of Science in Civil Engineering, 1984

Licensed Professional Engineer, Texas - No. 95534

Registered Professional Land Surveyor, Texas - No. 4856

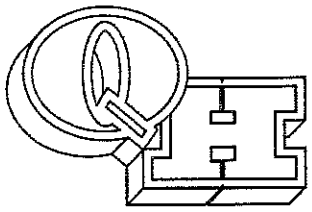


Related Projects

1. **Hidalgo County Regional Mobility Authority 10th Street to Military Rd.**
   Date: 2013
   Number of Parcels: 50
   Contract Cost: $ 422,496.25

2. **City of Mission Mile 2 North Road Conway Ave (SH 107) to La Homa Rd**
   Date: 2013
   Number of Parcels: 46
   Contract Cost: $138,000.00

3. **City of Mission Inspiration Rd Expressway 83 to FM 1924**
   Date: 2013
   Number of Parcels: 85
   Contract Cost: $355,800.00



References

Luciano Ozuna, City Manager
City of Alamo
420 N. Tower Rd.
Alamo, Texas 78516
956-787-0006

Raul Sesin, P.E., General Manager
Hidalgo County Drainage District #1
902 N. Doolittle
Edinburg, Texas 78542
956-292-7080

Richard Garcia, Mayor
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539
956-383-1618

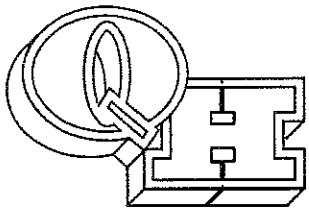
Current Workload

STAFF	CURRENT PROJECT
ALFONSO QUINTANILLA, P.E., R.P.L.S	Hidalgo County Precinct No. 2 Cesar Chavez from Business 83 to Nolana Loop
EULALIO RAMIREZ, P.E.	Hidalgo Co. Drainage District No. 1 Tijerina Rural Development Improvements
MARCO GONZALEZ, P.E.	Ranchitos Escondidos Subdivision Phase II
GUADALUPE GARZA	Hidalgo County RMA SH365
JAIME GOMEZ	Hidalgo County Drainage District No. 1 North Seminary Drainage
REYNALDO CORPUS	City of Alamo Tower Road Improvements

Agency Experience

QHA's state agency experience includes work for the Texas Department of Transportation, the Texas Commission on Environmental Quality and Texas Water Development Board.

Local agency experience includes work for Hidalgo County Drainage District No. 1, Hidalgo and Cameron Counties, Irrigation District No. 9, Hidalgo County Right of Way Department, Hidalgo County Planning Department, City of Alamo, City of Pharr, City of McAllen, City of Edinburg, City of Mission, American Electric and Power, North Alamo Water Supply Corporation, and Military Highway Water Supply Corporation.



Management and Organizational Approach

Our firm is located in the heart of Hidalgo County. We are very familiar with the geographies of this area. We have a long and successful relationship with the Hidalgo County staff as we have provided them with professional engineering services for a large number of developments throughout the city for the past 20 years. We have a great amount of records and data of the County's existing infrastructure.

QHA understands the County's need to constantly improve on the existing infrastructure for the people of Hidalgo County. We will provide the County with alternatives of the most cost effective systems and design. We understand the requirements of the utility companies and drainage and irrigation districts and we will design all projects in compliance.

Our firm provides full professional engineering, surveying, management and inspection services. We use the latest equipment for field data collection and engineering design. This gives us the ability to expedite the design of the project and provide an efficient design.

Our principal, Mr. Alfonso Quintanilla is a Licensed Professional Engineer and a Registered Professional Land Surveyor. He will be the principal assigned to this project. Should the project require the acquisition of easements, Mr. Quintanilla has prepared hundreds of survey parcels with metes and bounds descriptions. This is a unique qualification that our firm provides.

Our firm ensures a successful partnership that will meet and exceed the County of Hidalgo's expectations. We will specifically become familiarized with a project by conducting field visits and gathering all information needed to properly design and execute all phases. Our project management objectives are to deliver a final plan on schedule, on budget, and personalized to meet the County's needs.

Texas Board of Professional Land Surveying

Let it be known that

ALFONSO QUINTANILLA

having met the requirements of Senate Bill 795, Seventy-first Legislature, Regular Session, is hereby registered to practice Professional Land Surveying in the State of Texas so long as such certificate is valid and in force through annual renewal, and subject to the limitations of said Act as a

Registered Professional Land Surveyor



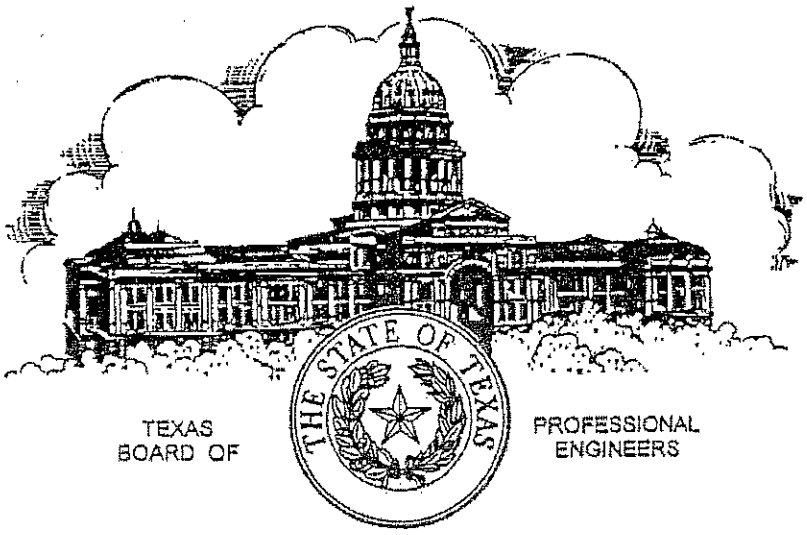
Registration Number: 4856

This Certificate of Registration is issued under the hand and seal of the Board on

JANUARY 11, 1990

Chairman

Executive Director



TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

ALFONSO QUINTANILLA

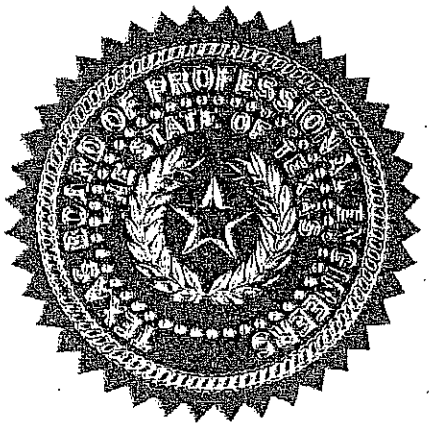
HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW



SERIAL NUMBER **95534**

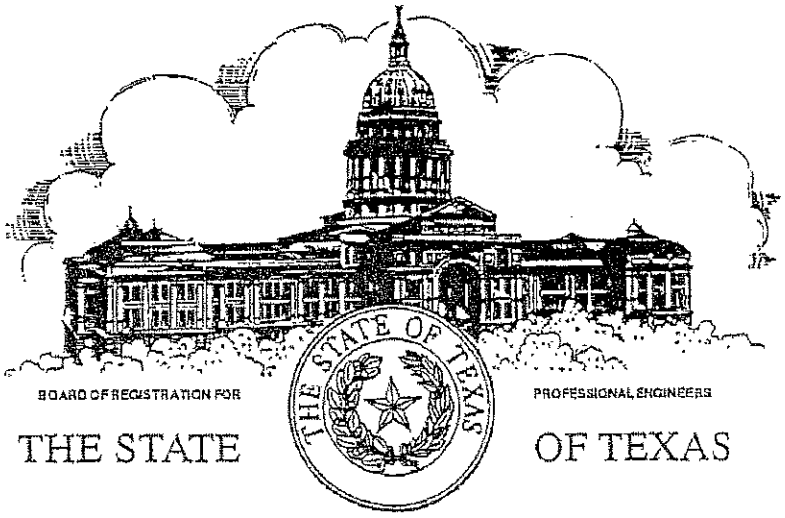
TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 20TH DAY OF MAY, 2005

BOARD CHAIR

BOARD SECRETARY



BE IT KNOWN THAT

Eulalio Ramirez

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED BY SEC. 12(a), SENATE BILL NO. 74, ACTS REGULAR SESSION, 45TH LEGISLATURE OF TEXAS IS GRANTED THIS

CERTIFICATE OF REGISTRATION

AND IS HEREBY AUTHORIZED TO PRACTICE AS A

PROFESSIONAL ENGINEER

SO LONG AS THIS CERTIFICATE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

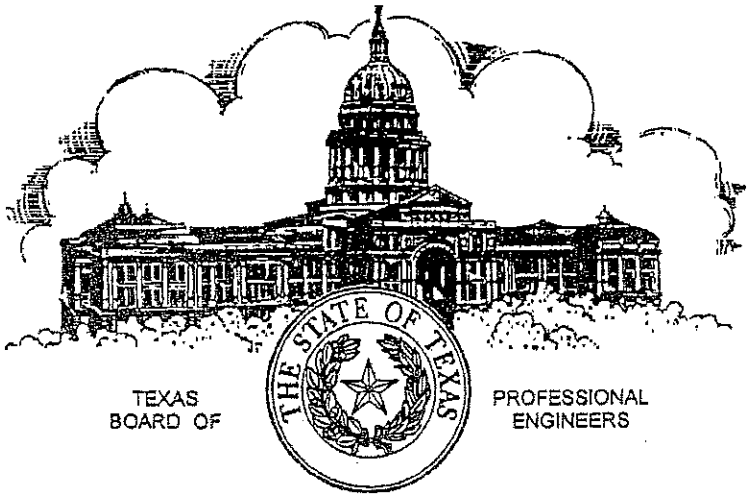
STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,
WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 23RD DAY OF JULY, 1993.

CHAIRMAN

SECRETARY

SERIAL NUMBER 77062



TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Marco Antonio Gonzalez

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS
PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF
PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 23rd day of May, 2015.

BOARD CHAIR

Carey A. Baker

BOARD SECRETARY

SERIAL NUMBER **120016**

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

QUINTANILLA HEADLEY & ASSOCIATES INC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-1513

Expiration Date
9/30/2016

TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
12100 Park 35 Circle, Bldg. A Suite 156 MC-230
Austin, TX 78753

SIGNATURE

TEXAS BOARD OF PROFESSIONAL
LAND SURVEYING

THIS CERTIFIES THAT

QUINTANILLA HEADLEY & ASSOCIATES, INC.

IS ENTITLED TO PRACTICE AS A
FIRM Headquarters

EXPIRATION DATE	REGISTRATION/LICENSE NO.
12/31/16	10041100

CHAIR

EXECUTIVE DIRECTOR

Visit http://txls.texas.gov for Board Act and Rules.

TBPE

Texas Board of
Professional Engineers

Licensed Professional Engineer

Number 95534

Status ACTIVE

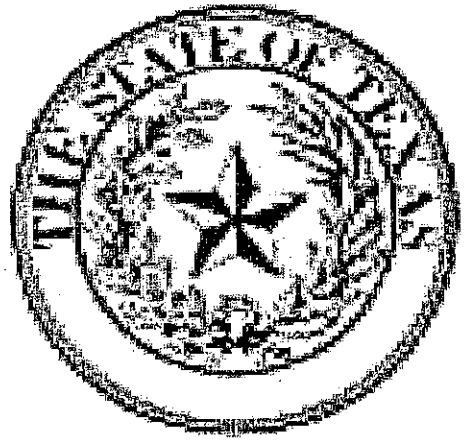
Expires 3/31/2016

ALFONSO QUINTANILLA

P.E.

P.E. Signature

TBPE Executive Director



State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

QUINTANILLA, HEADLEY AND

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 04-MAY-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742648167100
File/Vendor Number: 060976
Approval Date: 30-APR-2012
Expiration Date: 30-APR-2016

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

Additional Information

Ability to Commence Services

Quintanilla, Headley and Associates, Inc. is immediately able to commence services after successfully negotiating a contract for services.

Professional Insurance

Liberty Insurance Underwriters Inc.
Medallion Insurance
Phyllis Constantino
(212) 208-2824

Worker's Compensation Insurance

The Hartford Insurance
Medallion Insurance
Phyllis Constantino
(212) 208-2824

Auto Coverage
General Liability

State Farm Insurance
Juan Cazares, Agent
1408 S. Closner Blvd.
Edinburg, Texas 78539
956-381-0928

Professional Services Agreement

I, Alfonso Quintanilla, President of Quintanilla, Headley & Associates, Inc., have read the Professional Services Agreement and agree to enter in to such agreement and meet the prerequisite insurance requirements. I also acknowledge the information regarding Section 3 of the Housing and Urban Development (HUD) Act of 1968 provisions.

P.E.

Alfonso Quintanilla, President

2/29/16

Date

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEY SERVICES-POOL

RFQ No.: HCDD1-16-002-02-24

RFQ SUBMITTAL CHECK LIST

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

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

- ✓ Page 9 of Legal Notice
- ✓ Exhibit "C" -Acknowledgement forms (page 3 and 4)
- ✓ Exhibit "D-1" -CIQ Form -Copy of County Clerk File Recording fee receipt.
- ✓ Exhibit "D-2" -CIS Form
- ✓ Exhibit "E" -Proposers Affidavit
- ✓ Vendor Bidder Application and IRS form W-9
- ✓ Certification Regarding Debarment
- ✓ One (1) Original, Three (3) Copies, and One (1) CD containing a complete copy of Response.

Request for Qualifications
For
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
(Including all funding sources, programs, and entities)

"Professional Survey Services-Pool"

To: Jaime J. Salazar, Operations Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County Drainage District No. 1 for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Drainage District No. 1 reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: Quintanilla, Headley & Associates, Inc

Address: 124 E. Stubbs, Edinburg, Texas 78539

By: P.E.

Printed Name: Alfonso Quintanilla, P.E.

Title: President

EXHIBIT C
Insurance Requirements
Professional Services (Engineers) POOL

The proposer/applicant awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer/applicant in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to Drainage District hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the Drainage District.

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming Hidalgo County Drainage District No.1 as an additional insured shall be submitted to the Drainage District for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Drainage District prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Drainage District. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate

Insurance Requirement Acknowledgment

I, Alfonso Quintanilla, authorized representative for Quintanilla, Headley & Associates, Inc.
Company /Vendor

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

☐ will be acquired within 10 working days after notification from Drainage District of award of project by the Hidalgo County Drainage District No.1 Board of Directors.

☐ will acquire additional amounts required to meet the Drainage District's requirements within 10 working days after notification from Drainage District of award of project by the Hidalgo County Drainage District No.1 Board of Directors.

Professional Liability (Errors & Omissions): $ 2,000,000.00
Automobile Liability: $ 500,000.00 General Liability: $ 1,000,000.00

☐ have already been met; see attached copy of insurance certificate.

P.E.
Authorized Representative

2/29/14
Date

Notice to Proposer/Applicant:
A certificate of insurance for the required insurance limits shall be provided to the Drainage District's Contract Managers in order to qualify for award and to execute a contract between your Company and the Hidalgo County Drainage District No.1

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

THIS FORM MUST ACCOMPANY YOUR PACKET

EXHIBIT D-1

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Quintanilla, Headley & Associates, Inc.

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

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

_____

Name of Officer

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

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

☐ Yes ☒ xx No

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

☐ Yes ☒ xx No

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

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

7 ALFONSO QUINTANILLA — 2/11/16

Signature of vendor doing business with the governmental entity — Date

VG-120-2016-2684819

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

Document No: 2684819

Recorded On: February 11, 2016 01:42 PM

Billable Pages: 1

Number of Pages: 2

*****Examined and Charged as Follows*****

Total Recording: 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2684819
Receipt No: 20160211000284
Recorded On: February 11, 2016 01:42 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

Record and Return To:

QUINTANILLA & HEADLEY
124 E. STUBBS
ORIGINAL RETURN TO CUSTOMER
EDINBURG TX 78539

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, Texas

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Alfonso Quintanilla, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: P.E.

Subscribed and sworn to before me this 29th day of July, 2015.

Norma A. Quintanilla

Notary Public

My commission expires: November 20, 2016

NORMA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
November 20, 2016

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

VENDOR NO.: _____ ENTRY DATE:

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Purchasing Department.

Company Name
Quintanilla, Headley & Associates, Inc

Telephone No. (956) 381-6480

Mailing Address
124 E. Stubbs

Fax No. (956) 381-0527

City, State, Zip
Edinburg, Texas 78539

Tax I.D. No. 74-2648167

Remit to Address
Same as above

City, State, Zip

Representative(s) Name(s) & Title(s) Alfonso Quintanilla, President
Eulalio Ramirez, Director

Type of Organization (check one): _____ Individual _____ Partnership X Corporation
_____ LLC _____ Other, Specify

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

State of Incorporation: Texas **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization X Other, Specify Civil Engineers/ Land Surveyors

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

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

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☒ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☒ Yes ☐ No
Indicate Certification No.(s): 1742648167100 **or are Certificate(s) attached?:** ☒ Yes ☐ No

What type of product(s) is/are solicited by your company?: Civil Engineering/Land Surveying
Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Quintanilla, Headley & Associates, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
124 E. Stubbs St.

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, TX 78539

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
7 4 - 2 6 4 8 1 6 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/29/14

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

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

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

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

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

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: Alfonso Quintanilla
Title: President
Telephone Number: (956) 381-6480
Date: 2/29/16

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Alfonso Quintanilla, possess all of the **APPLICABLE:**

1. Licenses: Professional Engineer #95534
Professional Land Surveyor # 4856

2. Bonds: _____

3. Certificates: HUB Certificate # 1742648167100

4. Permits: _____

5. Other: Texas Society of Professional Land Surveyors #4132

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County Drainage District No.1 and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

P.E.

Authorized Signature

2/29/16

Date

Quintanilla, Headley & Associates, Inc

Company

124 E. Stubbs

Address

Edinburg, Texas 78539

City, State, Zip

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: ☑ State General Services Commission ☐ Other

Indicate Certification No(s). 1742648167100 or Are Certificate(s) Attached?: ☒ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed :

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
PROFESSIONAL SURVEY SERVICES-POOL
RFQ No. HCDD1-16-002-02-24

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Responsiveness:	30	_____
Comments/Rationale For Points: _____		
2. Firm Capabilities:	45	_____
Comments/Rationale For Points: _____		
3. Staffing:	25	_____
Comments/Rationale For Points: _____		

Total Score _____

Firm Name: Quintanilla Headley & Assoc Inc Project Name: _____

Evaluator: _____ Date: _____

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

1. Prepare title report
2. Perform field survey
3. Prepare parcel survey and metes & bounds description

EXHIBIT "B"

Surveying Rate Schedule

PRINCIPAL	$290.68
PROJECT MANAGER	$236.18
PROJECT ENGINEER	$218.00
R.P.L.S	$174.40
G.P.S. SURVEY CREW	$163.51
3 MAN SURVEY CREW	$181.67
2 MAN SURVEY CREW	$123.53
PARTY CHIEF	$ 79.94
CADD/DESIGNER	$ 79.94
CLERICAL	$ 72.67

JOB DESCRIPTION	HOURS	RATE	TOTAL
R.P.L.S.	10	$ 174.40	$ 1,744.00
3-MAN SURVEY CREW	16	$ 181.67	$ 2,906.72
CADD/DESIGNER	14	$ 79.94	$ 1,119.16
CLERICAL	16	$ 72.67	$ 1,162.72
		GRAND TOTAL	**$6,932.60**

EXHIBIT "C"

Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JUAN CAZARES, AGENT 1408 S CLOSNER EDINBURG TX 78539	CONTACT NAME: ALEJANDRINA RUIZ PHONE (A/C, No, Ext): 956-381-0928 FAX (A/C, No): 956-318-1761 E-MAIL ADDRESS: ALEJANDRINA.RUIZ.THAU@STATEFARM.COM
INSURED QUINTANILLA, HEADLEY & ASSOCIATES INC 124 E STUBBS ST EDINBURG TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Lloyds — 43419 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : State Farm Fire and Casualty Company — 25143 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR Tenants Improvements & Betterments Loss of Income GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	90-63-2329-1L	03/30/2016	03/30/2017	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	
							Bus. Pers. Property	$	
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	Y	Y	073 1523-F13-53B-001	12/13/2015	06/13/2016	COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	500,000
							BODILY INJURY (Per accident)	$	500,000
							PROPERTY DAMAGE (Per accident)	$	500,000
								$	
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y	Y	90-EJ-3010-1F	03/05/2016	03/05/2017	EACH OCCURRENCE	$	
							AGGREGATE	$	1,000,000
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2011 TOYOTA TACOMA,2014 TOYOTA SEQUOIA, 2013 BMW X5, 2010 CHEVROLET K1500, 2010 MAZDA TRIBUTE, 2015 CHEVROLET, 2015 CHEVROLET ,2009 FORD F150

CERTIFICATE HOLDER

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Phyllis Constantino
MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Suite 203 Charlotte NC 28277	PHONE (A/C, No, Ext): (704) 256-6000 FAX (A/C, No): (704) 256-6001 E-MAIL ADDRESS: phyllis@medallioninsurance.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
Quintanilla, Headley & Associates Inc 124 E Stubbs St Edinburg TX 78539	INSURER A: Hartford Insurance Company of the 37478 INSURER B: Liberty Insurance Underwriters 19917 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1510703025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			22WBCCR5365	10/11/2015	10/11/2016	x PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			AEE102122-002	9/19/2015	9/19/2017	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bryan Urichich/PHYLLI

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AI -54536 18.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds Budget 370- Drainage Control Structure - Weslaco North Lateral request approval to issue payment on the following item:
Application for Payment No. 2 in the amount of 138,234.60 to M-5 Texas Enterprises, LLC related to Contract No. 1-14-028-10-28 Project Engineer: Tedsi Infrastructure Group; project is eighty percent complete.

BACKGROUND

Fiscal Impact

Attachments

Payment App # 2

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Alvaro Chuc Started On: 05/06/2016 03:09 PM

Final Approval Date: 05/06/2016

APPLICATION FOR PAYMENT NO. 4

To: Hidalgo County Drainage District No. 1 (OWNER)
From M-5 Texas Enterprises, LLC (CONTRACTOR)
Contract: 1-14-028-10-28
Project: Drain Control Structure Weslaco North Lateral
Owner's Contract No. 1-14-028-10-28 Engineer's Project No. 1128-04B
For Work accomplished through the date of: 03/14/2016

1. Original Contract Price:		$213,150.00
2. Net change by Change Order and Written Agreements(+or-):		$80,600.00
3. Current Contract Price (1 plus 2):		$293,750.00
4. Total completed and stored to date:		$262,750.00
5. Retainage (per Agreement):		
10 % of completed Work:	$26,275.00	
_____ of stored material	_____	
Total Retainage:		$236,475.00
6. Total completed and stored to date less retainage (4 minus 5)		$82,881.00
7. Less previous Application for Payments		$153,594.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		

Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: Re Q. Xg.

BY: M-5 Texas Enterprises, LLC

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of April 2016

MAGALY TORRES
Notary Public, State of Texas
My Commission Expires
September 24, 2017

Notary Public
My Commission expires: September 24, 2017

CERTIFICATE FOR PAYMENT:

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $153,594.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified)

ENGINEER:
By: **TEDSI Infrastructure Group Inc**
Jose A. Sanchez, P.E.
Project Engineer
Date: **04-25-2016**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

BOARD:

Board Of Director's Meeting: _____

_____
Ramon Garcia, Chairman of the Board

Contract Time Statement

Pay Request: 2
Contractor: M-5 Texas Enterprises, LLC
Project No.: 1-14-028-10-28
City: Hidalgo County
Date: 04/22/16
Time Computed From: 01/22/15
Date Work Completed:

Month	Date or Days	Working Days	Days Credited	Description
RFP 01				NTP as of 01-13-2015. First day of contract at 01-22-2015 (10 days after NTP)
January	22-31	1		Work Stoppage issued 01-29-2015 effective 01-23-2015. Last working day 01-22-2015
February	1-28	0		Work Stoppage
March	1-31	0		Work Stoppage
April	1-30	10		Work Stoppage end/Work Restart as of 04-21-2015
May	1-31	31	22	Rain/Wet days 05-01-2015 thru 05-22-2015
June	1-30	16		Work Stoppage by HCDD 1 on 06-16-2015
July	1-31	0		
August	1-31	1		Work Re-start by HCDD 1 on 08-31-2015
September	1-9	9		
RFP 02				
September	10-30	21		
October	1-31	31		
November	1-30	30		
December	1-31	31		
January 2016	1-31	31		
February	1-29	29		
March	1-14	14		
		255	22	
Totals				

No. of Contract Calendar Days: 472
No. of Calendar Days Charged To Date: 233
Assessed Liquidated Damages: No. Days 0 Per Day $ $500.00 Total $ $0.00

Certified As Correct (One Copy Has Been Given To The Contractor)

Project Engineer

Instructions: Project Identification should cover contract. Time credited and reasons therefore must conform to provisions of contract. No Holiday credit allowed for days preceding or following legal holidays. Time Suspended and resumed must be supported by copy each of letters to contractor dated on or before effective dates. Time extension must be indicated and referenced to related provision of contract.

Calendar Day	2015																								2016					
	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		JAN		FEB		MAR	
	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit
1									1	-1	1						1		1		1		1		1		1		1	
2									1	-1	1						1		1		1		1		1		1		1	
3									1	-1	1						1		1		1		1		1		1		1	
4									1	-1	1						1		1		1		1		1		1		1	
5									1	-1	1						1		1		1		1		1		1		1	
6									1	-1	1						1		1		1		1		1		1		1	
7									1	-1	1						1		1		1		1		1		1		1	
8									1	-1	1						1		1		1		1		1		1		1	
9									1	-1	1						1		1		1		1		1		1		1	
10									1	-1	1						1		1		1		1		1		1		1	
11									1	-1	1						1		1		1		1		1		1		1	
12									1	-1	1						1		1		1		1		1		1		1	
13									1	-1	1						1		1		1		1		1		1		1	
14									1	-1	1						1		1		1		1		1		1		1	
15									1	-1	1						1		1		1		1		1		1		1	
16									1	-1	1						1		1		1		1		1		1			
17									1	-1							1		1		1		1		1		1			
18									1	-1							1		1		1		1		1		1			
19									1	-1							1		1		1		1		1		1			
20									1	-1							1		1		1		1		1		1			
21							1		1	-1							1		1		1		1		1		1			
22	1						1		1	-1							1		1		1		1		1		1			
23							1		1								1		1		1		1		1		1			
24							1		1								1		1		1		1		1		1			
25							1		1								1		1		1		1		1		1			
26							1		1								1		1		1		1		1		1			
27							1		1								1		1		1		1		1		1			
28							1		1								1		1		1		1		1		1			
29							1		1								1		1		1		1		1		1			
30							1		1								1		1		1		1		1					
31									1						1				1				1		1					
	1	0	0	0	0	0	10	0	31	-22	16	0	0	0	1	0	30	0	31	0	30	0	31	0	31	0	29	0	14	0

Working days total = 255 ---------- Credit days total = -22 ---------- Total days = 233

NTP	01-13-2015
First day of work (10 days after NTP)	01-22-2015
Work Stoppage 1	01-23-2015
Work Re-start 1	04-21-2015
Work Stoppage 2	06-16-2015
Work Re-start 2	08-31-2015

Estimate Quantity Update Worksheet

Colonia: N/A
Roadway: N/A
Control: N/A
Project No: 1-14-028-10-28
County: HIDALGO
Est. No.: 2
Work Type: DRAIN CONTROL STRUCTURE
Limits:
From: WESLACO NORTH LATERAL AT
To: SOUTH MAIN DRAIN

Date: 04-22-2016

Contractor: M-5 Texas Enterprises, LLC
Contract Price: $293,750.00
Work Done this Month: $170,660.00
Work Done to Date: $262,750.00
% Complete: 89.4%

Date Began: 01-22-2015
Contract Time (days): 150
Additional Contract Time (days): 322
Total Contract Time (days): 472
Working Days: 255
Credit Days: 22
Time Charged: 233
% Time Used: 49.4%

ITEM NO.	DESCRIPTION	UNIT	Original Contract Value			Revised Contract Value			JAN 2015 - SEPT 2015			SEPT 2015-MARCH 2016					
			PROJECT QTY	Unit Price	Project Amount	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901) ADMINISTRATIVE																
	(902) PRELIMINARY ENGINEERING																
	(903) CONSTRUCTION ENGINEERING																
	(904) RIGHT OF WAY																
	(905) ROADWAY																
31 10 00	PREPARING RIGHT OF WAY	STA	1	$6,000.00	$6,000.00				1	1	$6,000.00			$0.00			
50 20 00	FLEXIBLE BASE (COMPLETE IN PLACE)(TY E GR 4)(FINAL POSITION)	CY	50	$30.00	$1,500.00						$0.00	50		$1,500.00			
	(906) DRAINAGE																
01 57 00	ROCK FILTER DAM - DOWNSTREAM CHANNEL (INSTALL)	EA	1	$7,850.00	$7,850.00				1	1	$7,850.00			$0.00			
01 57 00	ROCK FILTER DAM - DOWNSTREAM CHANNEL (REMOVE)	EA	1	$5,500.00	$5,500.00						$0.00	1		$5,500.00			
01 57 00	TEMPORARY SEDIMENT CONTROL FENCE	LF	400	$5.00	$2,000.00				400	400	$2,000.00			$0.00			
31 04 00	REMOVE WINGWALL	LS	1	$4,000.00	$4,000.00					0	$0.00	1		$4,000.00			
31 04 00	REMOVE CONC RIPRAP	LS	1	$4,500.00	$4,500.00					0	$0.00	1		$4,500.00			
31 04 00	REMOVE/RELOCATE GATE	LS	1	$2,400.00	$2,400.00					0	$0.00	1		$2,400.00			
31 32 00	EMBANKMENT	CY	471	$30.00	$14,130.00				200	200	$6,000.00	271		$8,130.00			
35 10 00	DITCH EXCAVATION	CY	693	$20.00	$13,860.00					0	$0.00	693		$13,860.00			
35 32 00	ROCK RIPRAP	CY	17	$90.00	$1,530.00					0	$0.00	17		$1,530.00			
60 64 00	CULVERT BOX 10' X 10'	LF	72	$1,000.00	$72,000.00				56	56	$56,000.00	16		$16,000.00			
60 66 00	STRUCTURE - UPSTREAM	LS	1	$16,500.00	$16,500.00					0	$0.00	1		$16,500.00			
60 66 00	STRUCTURE - DOWNSTREAM	LS	1	$22,500.00	$22,500.00					0	$0.00	1		$22,500.00			
60 68 00	SLUICE GATE	EA	1	$24,000.00	$24,000.00					0	$0.00			$0.00			
60 96 00	REMOVE CONC CULVERT BOX	LS	1	$12,000.00	$12,000.00				1	1	$12,000.00			$0.00			
0402	TRENCH PROTECTION	LF	72	$40.00	$2,880.00				56	56	$2,240.00	16		$640.00			
	CHANGE ORDER 1																
	CULVERT BOX 10' X 10'	LF				8	$1,000.00	$8,000.00				1		$1,000.00			
	REMOVE ADDITIONAL JOINT CULVERT BOX	LS				1	$8,000.00	$8,000.00				1		$8,000.00			
	REMOVE/REPLACE IRRIGATION STAND PIPE	LS				1	$18,500.00	$18,500.00				1		$18,500.00			
	ADDITIONAL WINGWALL	EA				1	$15,000.00	$15,000.00				1		$15,000.00			
	INCREASE IN THICKNESS OF HEADWALL	LS				1	$8,000.00	$8,000.00				1		$8,000.00			
	SLAB UNDER 10X10 CULVERT BOX	LS				1	$12,500.00	$12,500.00				1		$12,500.00			
	INCREASE THICKNESS OF WINGWALLS-2	LS				1	$8,100.00	$8,100.00				1		$8,100.00			
	1 ADDITIONAL FT OF GRAVEL FOR JOINT CULVERT BOX	LS				1	$2,500.00	$2,500.00				1		$2,500.00			
					$213,150.00			$80,600.00									

Total to Date

Roadway (905):	$7,500.00
Drainage (906):	$255,250.00
Total	$262,750.00

Monthly Totals:	$92,090.00	$170,660.00
(901) ADMINISTRATIVE	$0.00	$0.00
(902) PRELIMINARY ENGINEERING	$0.00	$0.00
(903) CONSTRUCTION ENGINEERING	$0.00	$0.00
(904) RIGHT OF WAY	$0.00	$0.00
(905) ROADWAY	$6,000.00	$1,500.00
(906) DRAINAGE	$86,090.00	$169,160.00

Prepared and Checked By:

Signature
Printed Name: Jose A. Sanchez, P.E
TEDSI Infrastructure Group Inc.

Date: 04-22-2016

Monthly Estimate of Material On Hand

Type of Contract: Construction
Contractor: M-5 Texas Enterprises, LLC
Engineer: TEDSI Infrastructure Group Inc.
To Accompany Estimate No: 2

Project No: 1-14-028-10-28
CSJ: N/A
County: Hidalgo
Period from: 09-10-2015 to: 03-14-2016

Material	Date Received	Bill Of Lading #	Qty Shipped (Show Units)	Inspected and/or Tested By:	Lab No. or Shipment ID	Notes
NONE						

Approved: _____
Jose A. Sanchez, P.E, TEDSI Infrastructure Group Inc.
Project Engineer

Date: 04-22-2016

Exhibit 5 - Monthly Update Material On Hand

CHANGE ORDER NO. 2

PROJECT: DRAIN CONTROL STRUCTURES-MONTECRISTO & WESLACO NORTH LATERALS

DATE OF ISSUANCE: _____ **EFFECTIVE DATE:** March 22, 2016

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
OWNER's Contract No.: HCDD1-14-028-10-28

CONTRACTOR: M-5 Texas Enterprises, LLC **ENGINEER:** TEDSI Infrastructure Group, Inc.

You are directed to make the following changes in the Contract Documents.

Description: 1. Additional construction days

Reason for Change Order:

1. Days needed to compensate for:
   - Pending re-design for MonteCristo Structure
   - Approval process of Design Supplemental Agreement for Monte Cristo Structure
   - Approval process of Contractor Change Order for Monte Cristo Structure
   - Additional days for construction of significantly larger structure at Monte Cristo Lateral
   - Refer to attachment for breadown of construction days

Attachments: Montecristo and Weslaco North Laterals Construction Days

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 384,016.00		Original Contract Time for Substantial Completion: 150 calendar days or dates
Net Changes from previous Change Order $ 80,600.00		Net change from previous Change Orders 30 calendar days
Contract Price prior to this Change Order $ 464,616.00		Contract Time prior to this Change Order Substantial Completion: 180 calendar days or dates
Net Increase (decrease) of this Change Order $ 0.00		Net Increase (decrease) of this Change Order 292 calendar days
Contract Price with all approved Change Orders $ 464,616.00	Net % increase (decrease) from original contract price. 20.99 %	Contract Time with all approved Change Orders Days = 01/12/2015+472=04/28/2016+76 stop days=07/13/2016 Date of Substantial Completion = 07/13/2016 Substantial Completion: 472 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: March 16, 2016	Date: 3/18/16	Date: March 16, 2016

M-5 TEXAS ENTERPRISES, LLC

REQUEST FOR INFORMATION

1. PROJECT No.: HCDD1-14-028-10-09
2. RFI No. 1 .
3. PROJECT NAME: Drain Control Structures- Monte Cristo & Weslaco Lateral
4. CONTRACTOR: M-5 Texas Enterprises, LLC
5. CONTRACT NO: _____.
6. SPECIFICATION NOS:
7. DRAWING Nos.:
8. RESPONSE CODE: [x] CRITICAL [ ] ROUTINE
9. DATE RESPONSE REQUIRED: 1/29/2015
10. REQUEST FOR INFORMATION REGARDING:

******Request to STOP WORK on job as of January 23, 2015 for the amount of days needed until change order for wall is approved or redesigned.

CONTRACTOR (Signature) President TITLE: 01/27/2015 DATE:

11. RESPONSE:

Request to stop work is approved. For the purposes of construction days, work stoppage to start on Friday 01-23-2015. Current last working day at 01-22-2015.

Work stoppage will end when one of the following scenarios takes place:

1. **Montecristo Lateral Executed Change Order 1 is delivered to contractor or**
2. **Weslaco North Lateral culvert boxes are delivered to contractor**

12. **Jose A. Sanchez, P.E.** PROJECT MANAGER (Signature) **01-29-2015** DATE:

TEDSI Infrastructure Group Inc.

END OF DOCUMENT

PO BOX 1651 Weslaco, Texas 78596 ▪ Ph: 956-493-7600 Fax 956-969-8287
HUB Certification No: 1454908399700
Email address mando.m5texas@gmail.com

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

WORK RESTART NOTIFICATION

CONTRACT: HCDD1-14-028-10-28
PROJECT: Drain Control Structures – Monte Cristo & Weslaco North Lateral
OWNER: Hidalgo County Drainage District No. 1
CONTRACTOR: M-5 Texas Enterprises, LLC.
ENGINEER: TEDSI Infrastructure Group Inc

THIS IS TO:

Notify you that work is to resume as of Tuesday 04-21-2015.

Working days as follows:
NTP issued 01-13-2015
10 days after NTP at 01-22-2015 (first working day)
Last working day after work stoppage at 01-22-2015 (Work stoppage at 01-23-2015)
No working days used prior to work stoppage

First working day at 04-21-2015

Jose A. Sanchez, P.E.		04-20-2015
ENGINEER	Signature	Date of Issuance

Attachments: RFI #1 dated 01-27-2015

NOTICE TO SUSPEND, WORK ORDER		OWNER: Hidalgo County Drainage District No. 1
		PROJECT NAME: Drain Control Structure Monte Cristo
		PROJECT: 1-14-028-10-28
ORDER NUMBER:	DATE ISSUED:	NAME AND ADDRESS OF CONTRACTOR: M-5 Texas Enterprises, LLC
2	06/16/15	2107 Reginald Dr Weslaco TX 78596

THIS IS YOUR NOTICE TO SUSPEND, WORK ON THE CONTRACT AS NOTED.

SUSPENSION OF WORK

You are to suspend work for the following reason(s): Sluice gate wall re-design still pending

Effective close of business:

Type of Suspension ☐ Total ◉ Partial

◉ No Charge will be made against contract time for period of suspension.

☐ Full count of contract time will continue.

☐ An equitable adjustment of contract time will be made for period of partial suspension upon resumption work.

☐ The Contractor shall, effective immediately, cease to issue any further orders and/or subcontracts for materials or services of this Contract. The Contractor shall immediately comply with this order and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by this during the period of work stoppage.

DO NOT RESUME WORK UNTIL YOU ARE NOTIFIED TO DO SO IN WRITING

Notice to Resume Work Order

Owner: Hidalgo County Drainage District No. 1

Project Name: Drain Control Structures - Monte Cristo & Weslaco North Lateral

Contract No.: HCDD1-14-028-10-28

Order Number: 2 Date Issued:

THIS IS YOUR NOTICE TO RESUME WORK ON THE CONTRACT AS NOTED.

Resumption of Work

Effective Beginning of Business: 08/31/2015 New Contract Ending Date: 12/23/2015

Time charged during period of work stoppage: 36 calendar days. **(THRU 06-16-2015)**

(57 working days minus 22 credit days = 36 days, see attachment)

Contractor's Signature:	**Name/Title** Armando Martinez Owner/President M-5 Texas Enterprises, LLC	**Date** 09/09/2015
Engineer's Signature:	**Name/Title** Jose A. Sanchez, P.E. Project Manager TEDSI Infrastructure Group Inc	**Date** 09/09/2015
Owner's Signature:	**Name/Title**	**Date**

Instructions: If mailed to Contractor, send Original by Certified Mail-Return Receipt Requested. If delivered in person, have Contractor sign the acknowledgement and retain the original.

APPROVED:
Hidalgo County Drianage District No. 1 Board of Directors

Date:

Chairman of the Board

AI -54480 19.

DRAINAGE DISTRICT

Meeting Date: 05/10/2016

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Land Acquisition:
A. Acceptance of final acquisition amounts for the following drainage easements/parcels pertaining to Pct.2 PSJA Drain & Pharr-McAllen South Drain Projects:

Parcel No. 6 $6,101.00-Juanita De Leon
Parcel No. 12 $ 368.00-Maria Cruz Fuentes
Parcel No. 13 $ 161.00-Maria Cruz Fuentes

B. Approval to issue manual payment for the acquisition of drainage easements/parcels listed on Item A.

BACKGROUND

Fiscal Impact

Attachments

Parcel#6 PSJA DRAIN/PHARR MCALLEN SOUTH DRAIN
Parcel#13-PSJA DRAIN/PHARR-MCALLEN SOUTH DRAIN
Parcel#12-PSJA DRAIN/PHARR MCALLEN SOUTH DRAIN

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/05/2016 08:32 AM
Final Approval	Monica Badillo	05/06/2016 05:27 PM

Form Started By: Claudette Guerrero Started On: 05/04/2016 04:26 PM

Final Approval Date: 05/06/2016

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
County Commissioner

PAY-MEMO

To: **Raul Sesin, (General Manager)**
Hidalgo County Drainage District No. 1
Attn: Lora Briones

From: **Mr. Jaime Cruz**
Precinct No. 2 Right of Way Agent

Date: **April 14, 2016**

Re: **Linear Park Project**
Parcel # 6 – Juanita De Leon

==========

Mr. Sesin,

Attached, please find a copy of the unrecorded deed, appraisal report, and a signed AP-152 form signed by Juanita De Leon on the above-mentioned project. A check in the amount of $6,101.00 needs to made payable to Sierra Title and Juanita De Leon from account # 16-110433006-000-000-47110 set up for this project. The Original deed will be held by Sierra Title and recorded as soon as payment to the landowner is processed.

PSJA DRAIN / PHARR-MCALLEN South DRAIN

Should you have any questions, please feel free to contact me at (956) 283-8134.

Thanks,

Approved_____ _____
Raul Sesin General Manager

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

Date: 4/4/2016

MAY 03 2016
2:15 AM / PM
BY: Rosa Lee

County: Hidalgo
Federal Project No.: N/A

Parcel: 6
Project: Hidalgo County Drainage District No. 1
Fee- simply Right of Way project

Juanita De Leon
503 East Hawk
Pharr, Texas 78577

Dear: Mrs. Juanita De Leon,

In acquiring property for the Hidalgo County Drainage District # 1 of the County of Hidalgo (the "County") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. It will be explained by the County's negotiator, Mr. Jaime Cruz or Mr. Jaime Salinas that a portion of your property located on the South side of the drainage ditch, located on the west side of Cage Boulevard, approximately 0.25 of a mile south of Moore Rd, Pharr, Texas as described in the enclosed property description, is to be acquired for the fee ownership for the Drainage Ditch in question.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **$ 6,101.00** for your property, which includes **$ 6,101.00** for the property to be purchased and **$ 0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

If you wish to accept the offer based upon this appraisal, please contact Mr. Jaime Cruz or Mr. Jaime Salinas as soon as possible, at **(956) 787-1891**, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County/Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's/State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the County.

Attached is a copy of the County of Hidalgo/Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Lupe Rodriguez or Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County/Department, including the appraisal on which this offer is based.

Sincerely,

Mr. Jaime Salinas Pct # 2 Right of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 6

Being a 143,657 square foot or 3.2979 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 220, Kelly-Pharr Subdivision, Hidalgo County, Texas, as described in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 10.00 acre tract of land, conveyed by Warranty Deed, dated January 26, 1971, to Juanita De Leon, as described in Volume 1276, Page 873, of the Deed Records, Hidalgo County, Texas, and being all of a called 3.26 acre Hidalgo County Drainage District No.1 easement as described in Volume 1026, Page 310, of the Deed Records, Hidalgo County, Texas, and being all of a called 0.04 of an acre Hidalgo County Drainage District No.1 easement, as described in Volume 1027, Page 115, of the Deed Records, Hidalgo County, Texas, said 143,657 square foot or 3.2979 acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a ½" iron pin (N=16,588,086.8419 E=1,085,266.671) found for the Northwest corner of Lot 229, said Kelly-Pharr Subdivision, for the Southwest corner of said Lot 220 and the **Point of Beginning** of this herein described tract of land;

1. **Thence** with the West line of said Lot 220, the West line of said called 3.26 acre Hidalgo County Drainage District No. 1 easement, North 08°32'07" East a distance of 109.98 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northwest corner of this herein described tract of land;

2. **Thence** departing the West line of said Lot 220, with the North line of the said called 3.26 acre Hidalgo County Drainage District No. 1 easement, South 81° 27' 53" East a distance of 1,082.52 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the South corner of a called 0.82 acre tract of land, as described in Volume 3205, Page 435, of the Deed Records, Hidalgo County, Texas, and for an interior corner of this herein described tract of land;

3. **Thence** with the Southeasterly line of said called 0.82 of an acre tract of land, with the Northwesterly line of said 3.26 acre Hidalgo County Drainage District No. 1 easement, North 85° 47' 31" East a distance of 192.22 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the West line of Cage Boulevard, 100' Right of Way, for the Southwest corner of a called 0.50 acre tract of land, as described in Document Number 1008812, of the Official Records, Hidalgo County, Texas, for the North corner of said 0.04 of an acre Hidalgo County Drainage District No.1 easement, for the North corner of this herein described tract of land;

4. **Thence** with the West line of Cage Boulevard, South 08°32'07" West a distance of 129.99 feet to the South line of said Lot 220, for the Southeast corner of said 3.26 acre Hidalgo County Drainage District No.1 easement and of this herein described tract of land,

5. **Thence** with the South line of said Lot 220 and the South line of said 3.26 acre Hidalgo County Drainage District No.1 easement, North 81°27'53" West a distance of 1,270.00 feet to the **Point of Beginning**, and being a 143,657 square foot or 3.2979 acre tract of land.

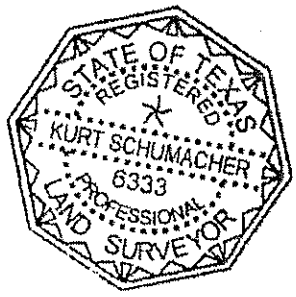
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

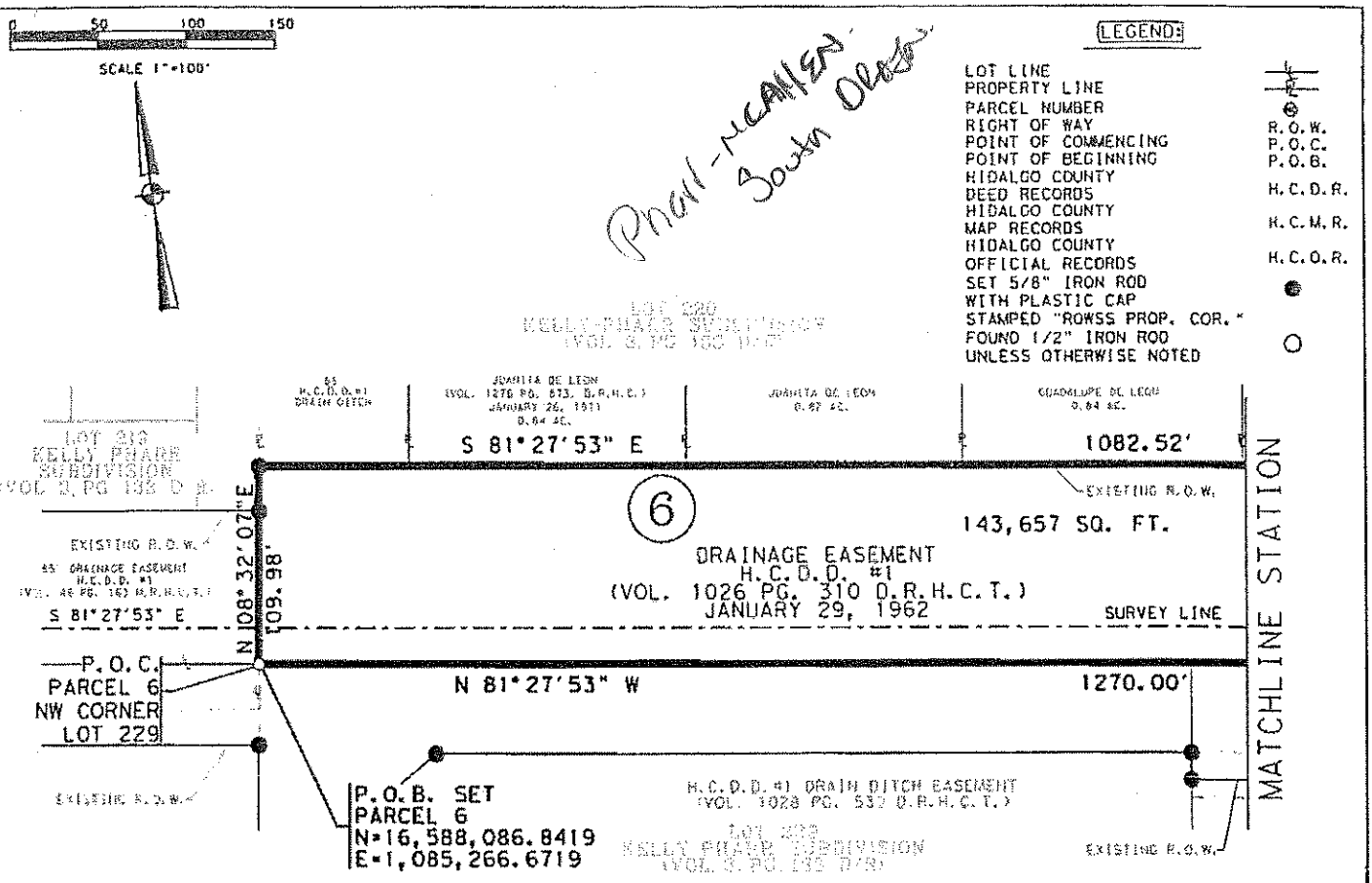
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

12/30/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FRANSICO ORDONEZ SANCHEZ AND ANTONIO ORDONEZ SANCHEZ, DATED JANUARY 29, 1962, FILED FOR RECORD ON FEBUARY 2, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 310, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY DAVID SEGOVIA AND CONSUELO M. SEGOVIA, DATED FEBRUARY 1, 1962 FILED FOR RECORD ON FEBRUARY 8, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1027 PAGE 115, HIDALGO COUNTY, TEXAS.
3. UTILITY GRANTED TO CITY OF PHARR, BY JUANITA DE LEON, DATED OCTOBER 24, 1994, FILED FOR RECORD ON NOVEMBER 14, 1994 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 419833.
4. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR
12/30/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 29, 2015

PLAT OF SURVEY
PARCEL 6
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY.

A 143,657 SQ. FT. (3.2979 AC.)
TRACT OF LAND SITUATED IN LOT 220,
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 3 OF 4

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: JUANITA DE LEON
GF No.: 0003162574
0003162575
EFFECTIVE DATE: SEPTEMBER 16, 2015

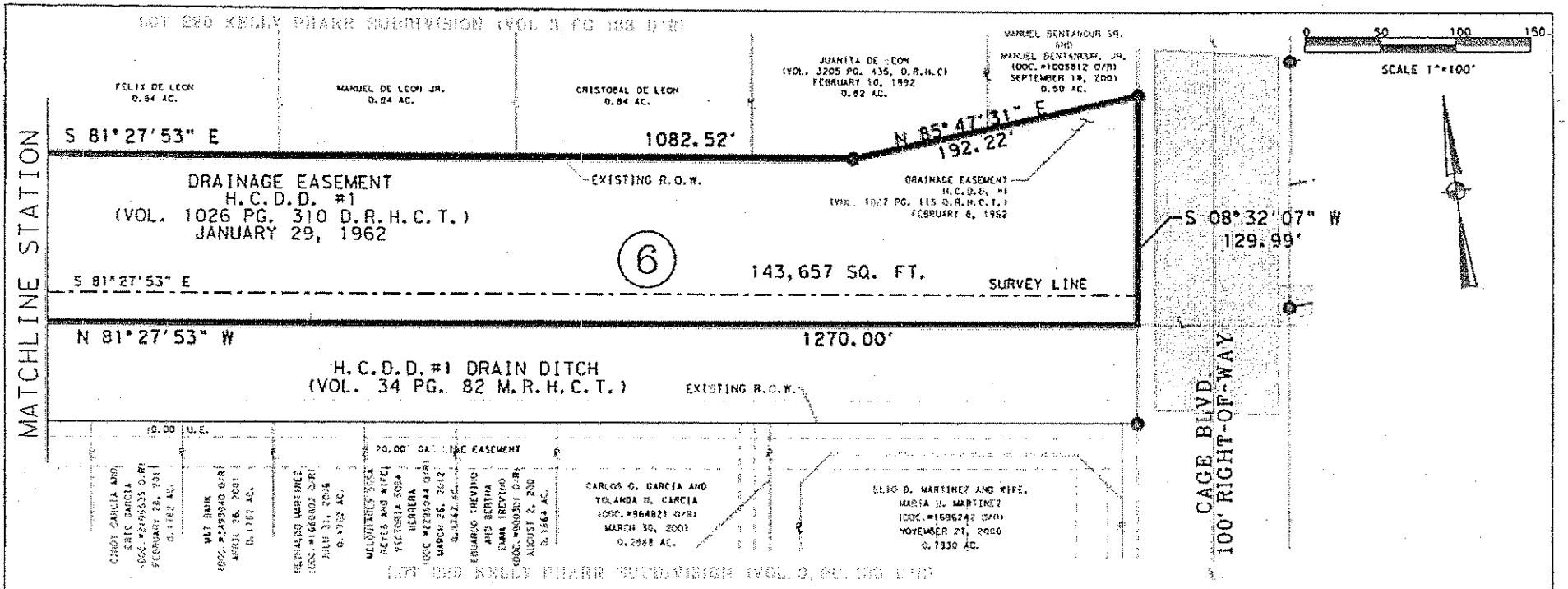
RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

PARCEL 6

PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
800 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-7335
FAX.: (956) 583-1176
TBPLS REG. FIRM# 10103666



REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FRANSICO ORDONEZ SANCHEZ AND ANTONIO ORDONEZ SANCHEZ, DATED JANUARY 29, 1962, FILED FOR RECORD ON FEBUARY 2, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 310, DEED RECORDS HIDALGO COUNTY, TEXAS.
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4. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⑥
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

PLAT OF SURVEY
PARCEL 6
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY.

A 143,657 SQ. FT. (3.2979 AC.)
TRACT OF LAND SITUATED IN LOT 220
KELLY-PHARR SUBDIVISION

EXHIBIT A

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR
12/29/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 29, 2015

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: JUANITA DE LEON
GF No.: 0003162575
EFFECTIVE DATE:
SEPTEMBER 16, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 6
PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3339
FAX.: (956) 585-7116
TBPLS REG. FIRM 10105866

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Parcel No. 6

Date: April 13, 2016

Grantor: Juanita De Leon, a single woman

Grantor's Mailing Address:

503 East Hawk

Pharr, Tx 78577

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.
Edinburg, Tx 78542

Consideration:

The sum of Six Thousand One Hundred and One and no/100 Dollars **($6,101.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor, for the Consideration and subject to the Exceptions to conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Juanita De Leon

Juanita De Leon, a single woman

The State of Texas §

County of Hidalgo §

This instrument was acknowledge before me on this 13th day of April, 2016 by Juanita De Leon, A Single Woman.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public, State of Texas

After recording please return this instrument to:

Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §

COUNTY OF HIDALGO §

Parcel No. 6

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 6

Being a 143,657 square foot or 3.2979 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 220, Kelly-Pharr Subdivision, Hidalgo County, Texas, as described in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 10.00 acre tract of land, conveyed by Warranty Deed, dated January 26, 1971, to Juanita De Leon, as described in Volume 1276, Page 873, of the Deed Records, Hidalgo County, Texas, and being all of a called 3.26 acre Hidalgo County Drainage District No.1 easement as described in Volume 1026, Page 310, of the Deed Records, Hidalgo County, Texas, and being all of a called 0.04 of an acre Hidalgo County Drainage District No.1 easement, as described in Volume 1027, Page 115, of the Deed Records, Hidalgo County, Texas, said 143,657 square foot or 3.2979 acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a ½" iron pin (N=16,588,086.8419 E=1,085,266.671) found for the Northwest corner of Lot 229, said Kelly-Pharr Subdivision, for the Southwest corner of said Lot 220 and the **Point of Beginning** of this herein described tract of land;

1. **Thence** with the West line of said Lot 220, the West line of said called 3.26 acre Hidalgo County Drainage District No. 1 easement, North 08°32'07" East a distance of 109.98 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northwest corner of this herein described tract of land;

2. **Thence** departing the West line of said Lot 220, with the North line of the said called 3.26 acre Hidalgo County Drainage District No. 1 easement, South 81° 27' 53" East a distance of 1,082.52 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the South corner of a called 0.82 acre tract of land, as described in Volume 3205, Page 435, of the Deed Records, Hidalgo County, Texas, and for an interior corner of this herein described tract of land;

3. **Thence** with the Southeasterly line of said called 0.82 of an acre tract of land, with the Northwesterly line of said 3.26 acre Hidalgo County Drainage District No. 1 easement, North 85° 47' 31" East a distance of 90.67 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the West line of Cage Boulevard, 100' Right of Way, for the Southwest corner of a called 0.50 acre tract of land, as described in Document Number 1008812, of the Official Records, Hidalgo County, Texas, for the North corner of said 0.04 of an acre Hidalgo County Drainage District No.1 easement, for the North corner of this herein described tract of land;

4. **Thence** with the West line of Cage Boulevard, South 08°32'07" West a distance of 129.99 feet to the South line of said Lot 220, for the Southeast corner of said 3.26 acre Hidalgo County Drainage District No.1 easement and of this herein described tract of land,

5. **Thence** with the South line of said Lot 220 and the South line of said 3.26 acre Hidalgo County Drainage District No.1 easement, North 81°27'53" West a distance of 1,270.00 feet to the **Point of Beginning**, and being a 142,548 square foot or 3.2725 acre tract of land.

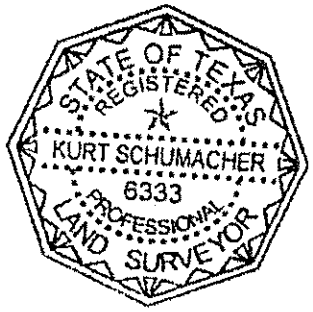
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

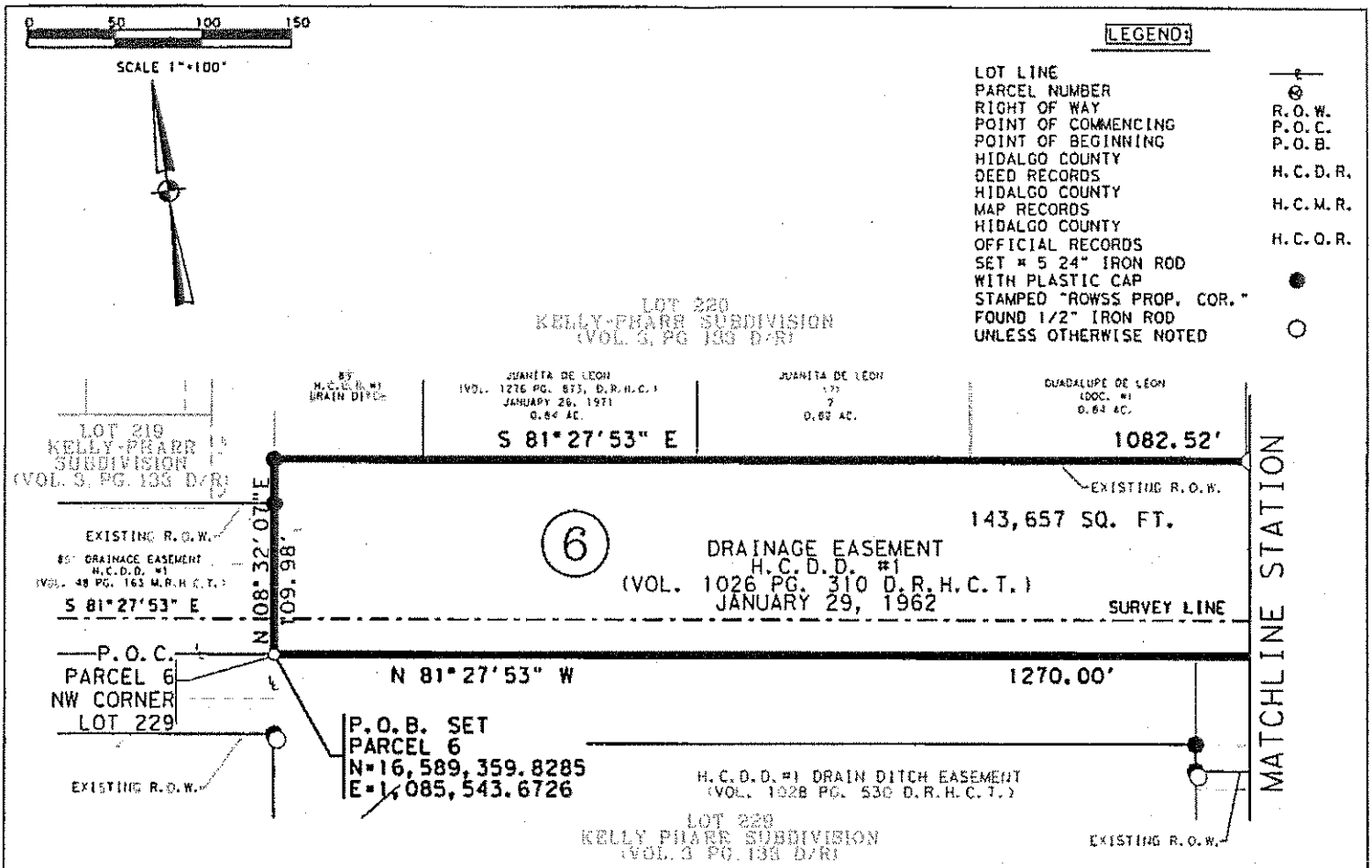
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD(11). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FRANSICO ORDONEZ SANCHEZ AND ANTONIO ORDONEZ SANCHEZ, DATED JANUARY 29, 1962, FILED FOR RECORD ON FEBUARY 2,1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 310, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY DAVID SEGOVIA AND CONSUELO M. SEGOVIA, DATED FEBRUARY 1, 1962 FILED FOR RECORD ON FEBRUARY 8, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1027 PAGE 115, HIDALGO COUNTY, TEXAS.
3. UTILITY GRANTED TO CITY OF PHARR, BY JUANITA DE LEON, DATED OCTOBER 24, 1994, FILED FOR RECORD ON NOVEMBER 14, 1994 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 419833.
4. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

12/21/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 6
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY.

A 143,657 SQ. FT. (3.2979 AC.) TRACT OF LAND SITUATED IN LOT 220, KELLY-PHARR SUBDIVISION

EXHIBIT A

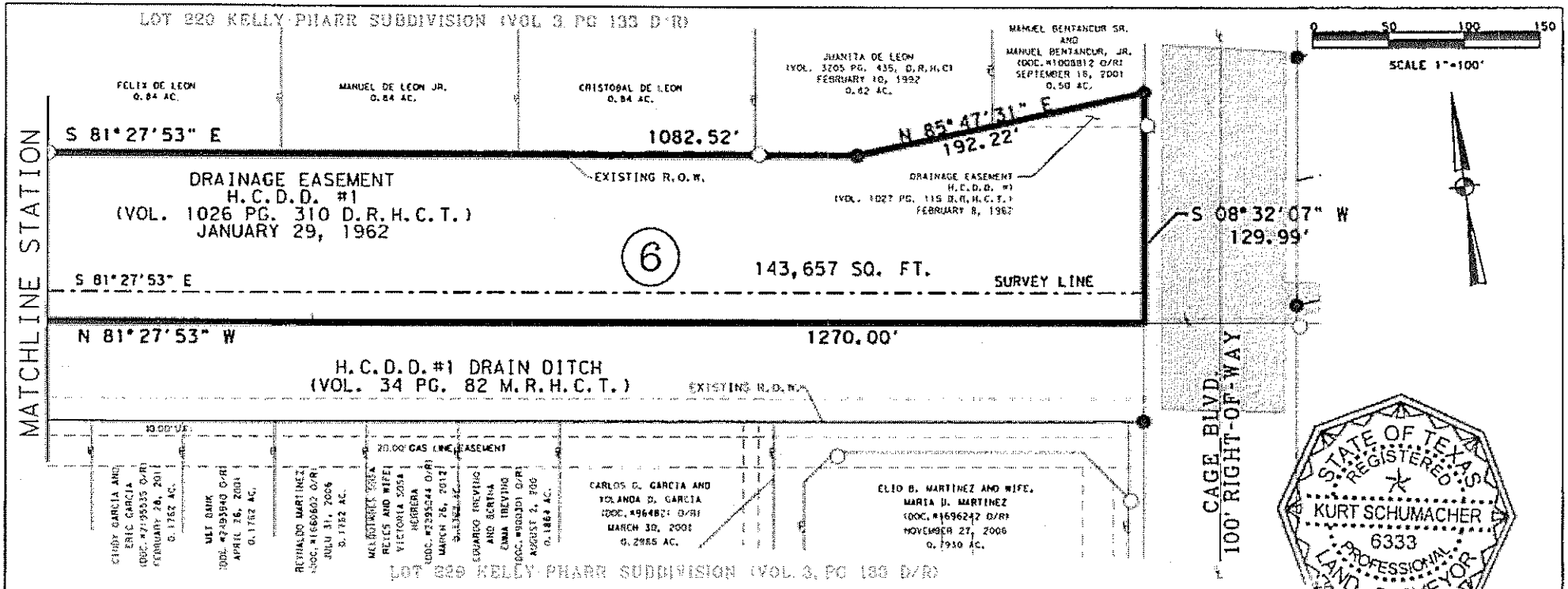
TITLE COMMITMENT:

CHICAGO TITLE INSURANCE GUARANTY COMPANY PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: JUANITA DE LEON
GF No.: 0003162574
0003162575
EFFECTIVE DATE:
SEPTEMBER 15, 2015
SEPTEMBER 16, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 6
PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
800 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 583-7116
TBPLS REG. FIRM# 10193886

FILED



STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

12/21/2-15

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FRANSICO ORDONEZ SANCHEZ AND ANTONIO ORDONEZ SANCHEZ, DATED JANUARY 29, 1962, FILED FOR RECORD ON FEBUARY 2,1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 310, DEED RECORDS HIDALGO COUNTY, TEXAS.
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2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⊗
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

PLAT OF SURVEY
PARCEL 6
FOR PCT.2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY.

A 143,657 SQ. FT. (3.2979 AC.) TRACT OF LAND SITUATED IN LOT 220 KELLY-PHARR SUBDIVISION

EXHIBIT A

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: JUANITA DE LEON
GF No.: 0003162575
EFFECTIVE DATE: SEPTEMBER 16, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 6
PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 583-7175
TBPLS REG. FIRM# 10193886

Linear Park Project
Parcel 6

Leonel Garza Jr & Associates LLC
Real Estate Appraisal Services

Project:	Precinct No. 2 Linear Regional Park Project
Owner of Record:	Juanita De Leon
Date of Appraisal	March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesin, Director
902 N. Doolittle Road, Edinburg, Texas 78542

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Leonel Garza Jr. & Associates

Real Estate Appraisal Services

March 11, 2016

Hidalgo County Drainage District
C/o: Raul Sesin, Director
902 E. Doolittle Road
Edinburg, Texas 78542

TRACT: 6
Owner of Record: Juanita De Leon

Mr. Sesin:
In accordance with your request, we are presenting an appraisal report of the underlying fee simple land described as a part of the parent tract of the Kelly-Pharr Subdivision, encumbered by an existing Hidalgo County Drainage District No. 1 Easement. The scope of the assignment is to value the subject property as per date of inspection, in order to determine the current market value of the encumbered fee portion of property currently utilized for a drainage canal. This acquisition shall be recorded in the name of Hidalgo County Drainage District No. 1. This report is for the sole use and analysis by the Hidalgo County Drainage District No. 1 and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) as per scope of the assignment. The report is limited to the information provided by the client and by other public information sources such as the Hidalgo County Appraisal District, Hidalgo County Deed Records and the Hidalgo County Tax Office and is limited to the on or off-site inspection of the proposed acquisition area.

This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, a General Certified Real Estate Appraiser, personally inspected the subject property on March 10, 2016 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value. Information provided by the client was utilized for the determination of market value and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is the Hidalgo County Drainage District. The report has been developed based on the knowledge that said acquisition area shall be utilized for the public use indicated to be for a linear park to be developed by Hidalgo County Precinct No. 2.

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $6,101 as of the most recent inspection (visit) of the subject on March 10, 2016, based upon my independent appraisal and the exercise of my professional judgment; on March 10, 2016, (date)(s), I personally inspected in the field the property herein appraised. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Drainage District No. 1 or until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? ___No___ (yes or no)
2. If so, is the denial of direct access material? ___N/A___ (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00 .

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,

Leonel Garza III
TX-1328375-General

APPRAISAL SUMMARY

Parcel No.	6
Easement Owner of Record	Hidalgo County Drainage District No. 1 902 North Doolittle Road, Edinburg, Texas
Fee Simple Owner	Juanita De Leon 503 East Hawk, Pharr, Texas
Physical Location	South side of the drainage ditch, located on the west side of Cage Boulevard, approximately 0.25 of a mile south of Moore Road, Pharr, Texas.
Date of On-Site Visit	March 10, 2016
Type of Property/Existing Use	Drainage Easement / Public Use
Legal Description (Parent Tract)	The South 346.83 feet of Lot 220, Kelly-Pharr Subdivision, Porciones 69 and 70, Hidalgo County, Texas.
Acquisition Area	3.2979 Acres
Remainder Area	None Indicated
Property Rights Appraised	Easement Value
City Zoning Ordinance	Drainage Easement (DE)
Flood Zone Designation	Zone B
Utilities Available	All Municipal Utilities Available

APPRAISAL CONCLUSION

Market Unit Rate (Fee Simple)	$ 18,500 / Acre
Encumbered Fee Unit Rate	$ 1,850 / Acre
Acquisition Area Value	3.2979 Acres (143,657 Square Feet)
Improvements with Acquisition Area	None Indicated To Be Compensable
Total Compensation	**$6,101**

PURPOSE OF THE ASSIGNMENT

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010 by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement," in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." The final determination of compensation shall be based on the value of the underlying fee of the area held by Hidalgo County Drainage District No. 1.

CLIENT AND INTENDED USER

The client and intended user of this report is identified as Hidalgo County Drainage District No. 1 in conjunction with Hidalgo County Precinct No. 2. Hidalgo County Precinct No. 2 has a local office at 300 W. Hall Acres, Pharr, Texas 78577. Jaime Salinas and Jaime Cruz, right of way agents for Precinct No. 2 shall be negotiating the acquisition of said parcel. They can be contacted directly at (956) 787-1891.

INTENDED USE

The intended use of the report is to provide a market valuation of the proposed acquisition area and in order for Hidalgo County Drainage District and / or assigns for assistance in the purchase of said the fee simple portion of said easement area. This report shall be utilized for negotiations and eminent domain proceedings (if necessary). The appraisal shall assist the determined negotiator the market value for the purchase of all or part of the area identified by survey, which is encumbered with an easement in the name of Hidalgo County Drainage District No. 1. This appraiser does not authorize the unintended use of the report for any other purpose without the written consent of Leonel Garza III.

SCOPE OF ASSIGNMENT

By Purchase Order No. 628904 from Hidalgo County Drainage District No 1 on March 10, 2016, a request for Leonel Garza Jr. & Associates, LLC to prepare an appraisal report of the fee simple estate of the part to be acquired. The client indicated that the scope of the assignment is to determine the underlying fee simple land value of the subject property and any contributory value of the site improvements located within the part to be acquired and diminution of market value (if any). Market sales within the area and / or comparable market areas are to be identified and analyzed for the determination of market value of the proposed acquisition area as per date of on or off-site inspection.

- In the event, access is not granted or any written or verbal communication has not been made with owner of record, appraiser is to proceed off-site. The owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The market area shall be researched in order to identify comparable sales to the subject property.
- Appraiser is to determine the most applicable approach to market value for valuation of the subject property. This will include each segment of value; Whole Property, Part To Be Acquired, Remainder Before and After Acquisition as they apply to the subject property as they apply to the subject property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the owner of record or representative, shall be given a stated value for purposes of the report.
- Personal property is not to be included in the valuation of the subject property.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement" in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal, "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate."

PARTIAL ACQUISITION METHODOLOGY

The method of valuation involved in this project is set forth by the State of Texas when the governmental retained right of eminent domain is exercised. The Texas Constitution permits the acquisition of private property for public use (eminent domain), but it requires that any such acquisition entitles the owner to just compensation and that it shall be by the due process of the law of the land. The law dictates that the value of the whole property, the value of the part taken, the value of the remainder before the taking and the value after the taking be ascertained. The law allows for the offset of damages by enhancement if the enhancement is specific to the subject property. In the valuation of the proposed easement(s), the appraisers have taken into consideration the rights being taken and the contributory value of the land affected by this project. The percentage of the fee value acquired in the acquisition of the easement is based on two basic effects: 1) the Legal Encumbrance of the easement rights and obligations; and 2) the Physical Use of the easement areas.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is required that no other easements or encumbrances are located within the part to be acquired.

HYPOTHETICAL CONDITIONS

The subject property is utilized in part with a large network of drainage canals that extend throughout this portion of Hidalgo County managed and controlled by the Hidalgo County Drainage District No. 1. The improvements located within the easement area are owned and maintained by the District and shall not be included in the total compensation indicated within the report. Therefore, the hypothetical condition that the subject is vacant as per date of report.

JURISDICTIONAL EXCEPTION RULE

If any part of the *Uniform Standards of Professional Appraisal Practice* is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction. For the purposes of this assignment, in valuing the whole property before the taking, we have disregarded any increase or decrease in the market value of the property caused by the public improvement for which part of the property is being taken, or by the likelihood that the property would be taken. Therefore, no enhancement to market value (if any) shall be considered based on project influence.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza, Jr. & Associates, LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment for an additional fee.

ACCESSIBILITY OF SUBJECT

Hidalgo County Drainage District No. 1 allowed the appraiser to access the easement though the series of canals leading to the subject property from existing road right of way near the acquisition area.

DATE OF REPORT

The effective date of report is March 11, 2016.

EFFECTIVE DATE OF VALUE

The effective date of appraised value is based on the most recent on-site or off-site visit to said property which is, March 10, 2016.

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the course of the report. The report is also conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws, unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.

10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

11. Any sketch the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

12. The appraiser accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.

13. No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.

14. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.

15. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

16. No assurance is provided that the methodology and/or results of the appraisal will not be successfully challenged by the Internal Revenue Service. In particular, the methodology for appraising certain types of properties, including without limitation, government subsidized housing, which has been the subject of debate. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

18. All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.

19. No evidence or documentation has been provided as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal. The only method of determining flood zone in the area is by way of FEMA Flood Map designations of which are subject to change.

20. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested with the client.

21. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

22. No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Leonel Garza III, President of Leonel Garza Jr. & Associates, LLC.

MARKET AREA ANALYSIS

Pharr, Texas, is located in southern Hidalgo County, at the intersection of Interstate 69C and Interstate 2, and is part of the McAllen-Edinburg-Mission MSA. The McAllen-Edinburg-Mission MSA is defined by the United States Census Bureau as all of Hidalgo County, and is anchored by the cities of McAllen, Edinburg, Mission, and Pharr. According to the 2010 census, Pharr had a population of 70,400, which was indicated to be a ±51% increase from the 2000 census of 46,660. Since the commencement of NAFTA Pharr has established itself as one of the hubs of transportation and industrial types of businesses, and has also benefited from the "Maquiladora" or Twin Plant program with manufacturing plants on the Mexican and United States sides. Pharr is neighbored on the north by the city of Edinburg, the cities of McAllen and Hidalgo along the west, the city of San Juan to the east and the Rio Grande River to the south (the international border of Mexico and the United States).

The Pharr-Reynosa International Bridge is one of the most important ports of entry along the United States – Mexico border. The bridge was open to the public on November of 1994, and is now one of the top land ports of entry along the US-Mexico border. The crossing is the longest border crossing in the world with a total length of 7.6 miles, with an average vehicle crossing of 1.4 million per for the year of 2011-2012. The Pharr/Reynosa International Bridge's popularity stems from fast crossing times due to the drive-thru x-ray machines the US Customs Service installed, along with a portable unit. The Pharr/Reynosa International Bridge is expected to be the starting point of the I-69 Corridor (NAFTA Highway). The city of Pharr has an abundant amount of land suited for retail and industrial use, with the city of Pharr planning to spend over $500,000,000 on infrastructure improvements over the next ten (10) years. $4,000,000,000 has been planned for transportation improvements over the next twenty (20) years, which includes the proposed Hidalgo County Loop. The southern portion of the Loop project is planned to expand the existing two-lane Military Highway to a four/six-lane road connecting all of the international bridges in southern Hidalgo County.

The market area is described as being located in-between Jackson Road and Nebraska Avenue, south of U.S. Business Highway 83, and north of the Main Floodway in Pharr, Texas. The market area consists mostly of residential developments (i.e. single-family, multi-family, and mobile home or RV Parks), PSJA ISD schools, and commercial developments along Cage Boulevard and I Road. The market area is located within the PSJA (Pharr, San Juan, Alamo) Independent School District, and is serviced by Geraldine Palmer Elementary School, Kelly-Pharr Elementary School, Edith and Ethel Carmen Elementary School, Kennedy Middle School, Jaime Escalante Middle School, Liberty Middle School, Stephen F. Austin Middle School, PSJA Southwest High School, PSJA North High School., and PSJA High School. The major thoroughfares in the area include the following:

- Cage Boulevard (U.S. Highway 281), which is a north-to-south highway and is located to the east of the subject property; U.S. Highway 281 is a major highway connecting the Rio Grande Valley with San Antonio and the remainder of the State, as well as the Pharr/Reynosa International Bridge.

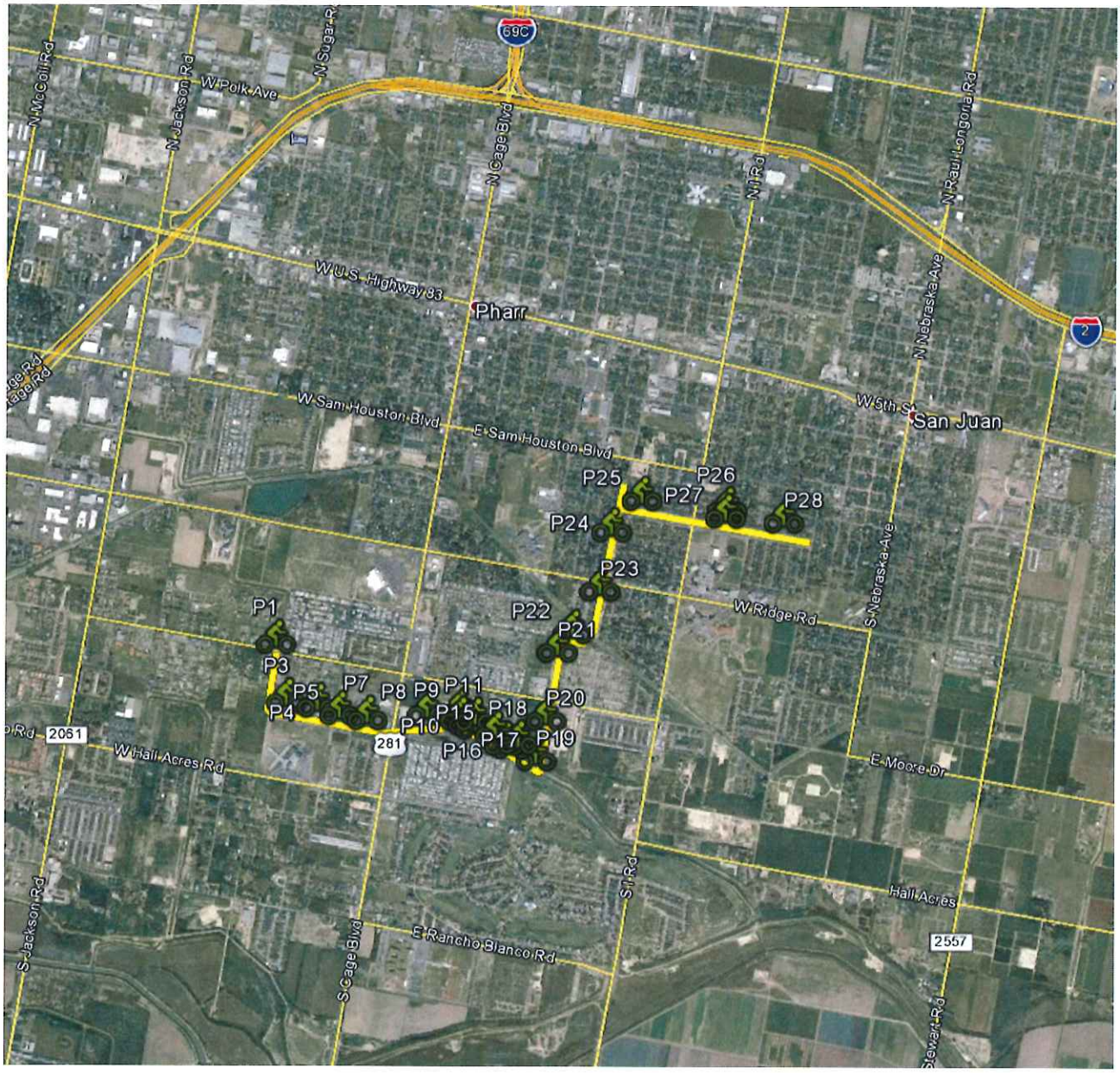
- Interstate 2 (U.S. Highway 83), which is located north of the subject property and is a major east-to-west thoroughfare for the entire Rio Grande Valley, which connects the Rio Grande Valley to Laredo.

- Military Highway, which is located south of the subject, and is a major east-to-west thoroughfare in the southern part of Hidalgo and Cameron Counties area and connects McAllen to the city of Brownsville.

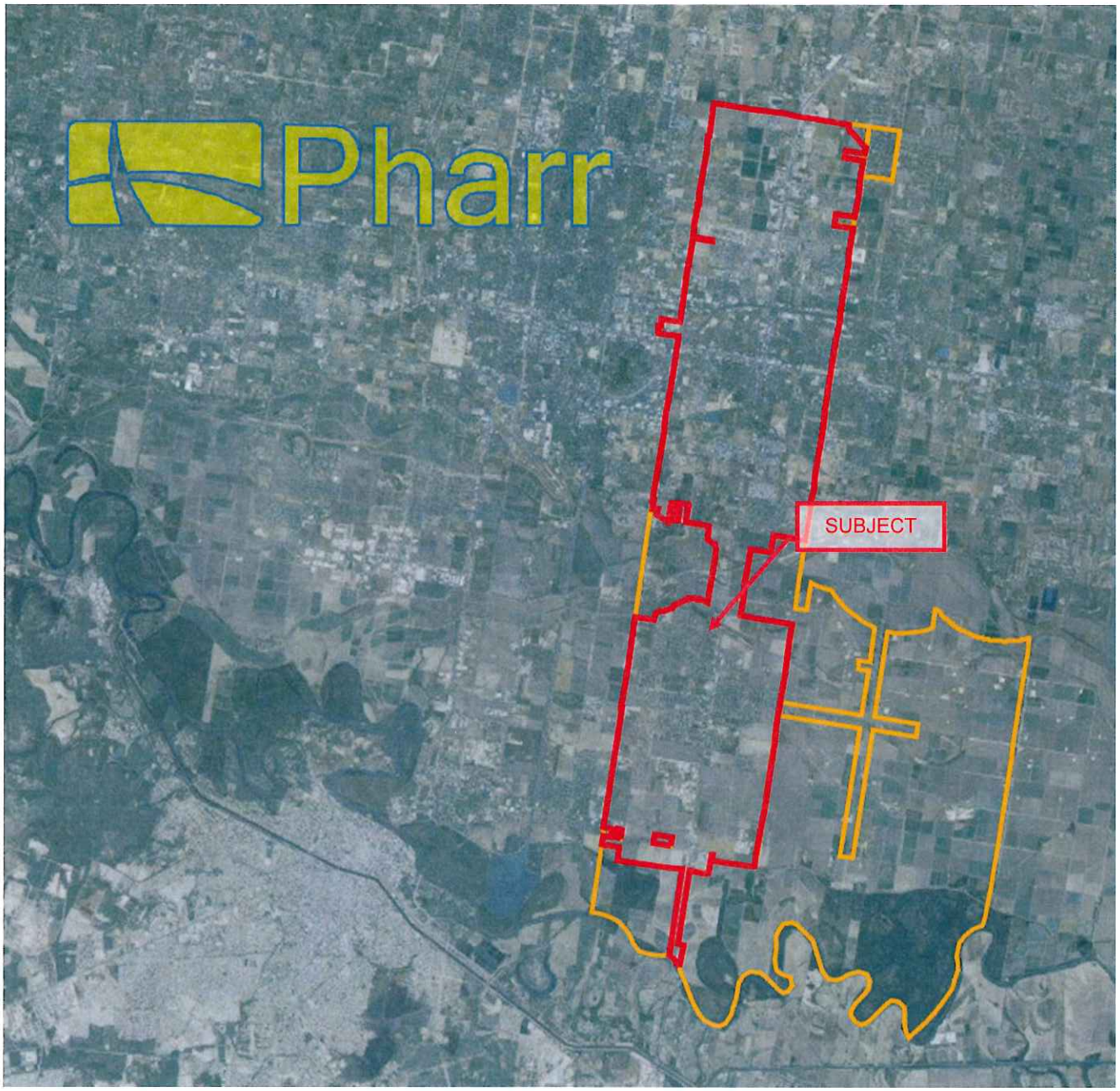
- Jackson Road, "I" Road, and Nebraska Avenue (Raul Longoria Road); These three roads are thoroughfares located nearby the subject property and are heavily traveled roads intersecting with Interstate 2 and Military Highway.

LINEAR PARK PROJECT

The following map indicates the scope of the proposed linear park project for which the subject property is being appraised as the park shall follow the existing drainage district canal system maintained by Hidalgo County Drainage District No. 1.



PHARR CITY LIMITS AND EXTRATERRITORIAL JURISDICTION

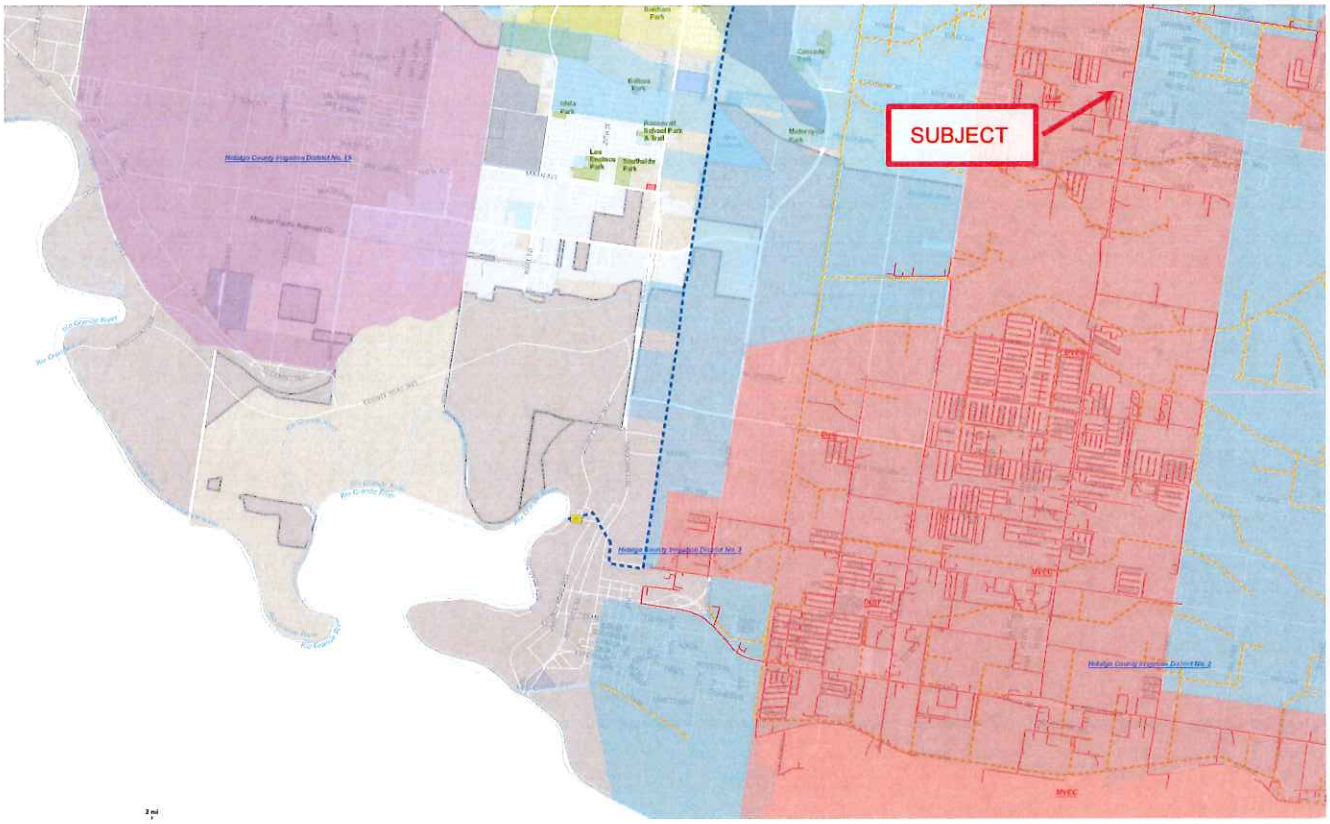


City of Pharr Limits
Extraterritorial Jurisdiction

www.pharr-tx.gov

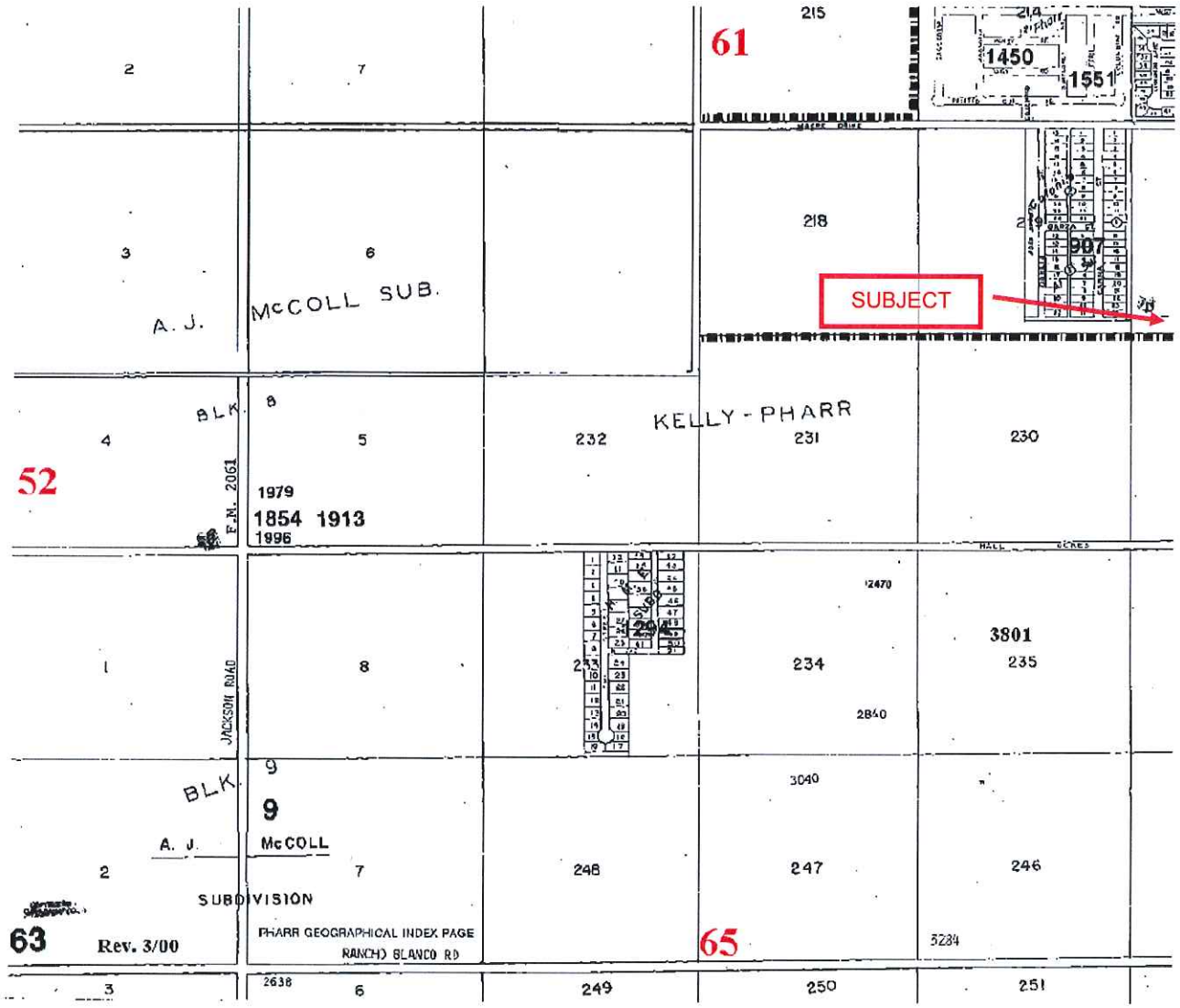
UTILITIES

According to the City of Pharr, the subject area does contain electricity, water and phone service. Other utility or public services in this region include multiple irrigation districts and drainage districts, as depicted within the following graphic.



www.Pharr-tx.gov

PLAT MAP OF PARENT TRACT



MUNICIPAL ZONING

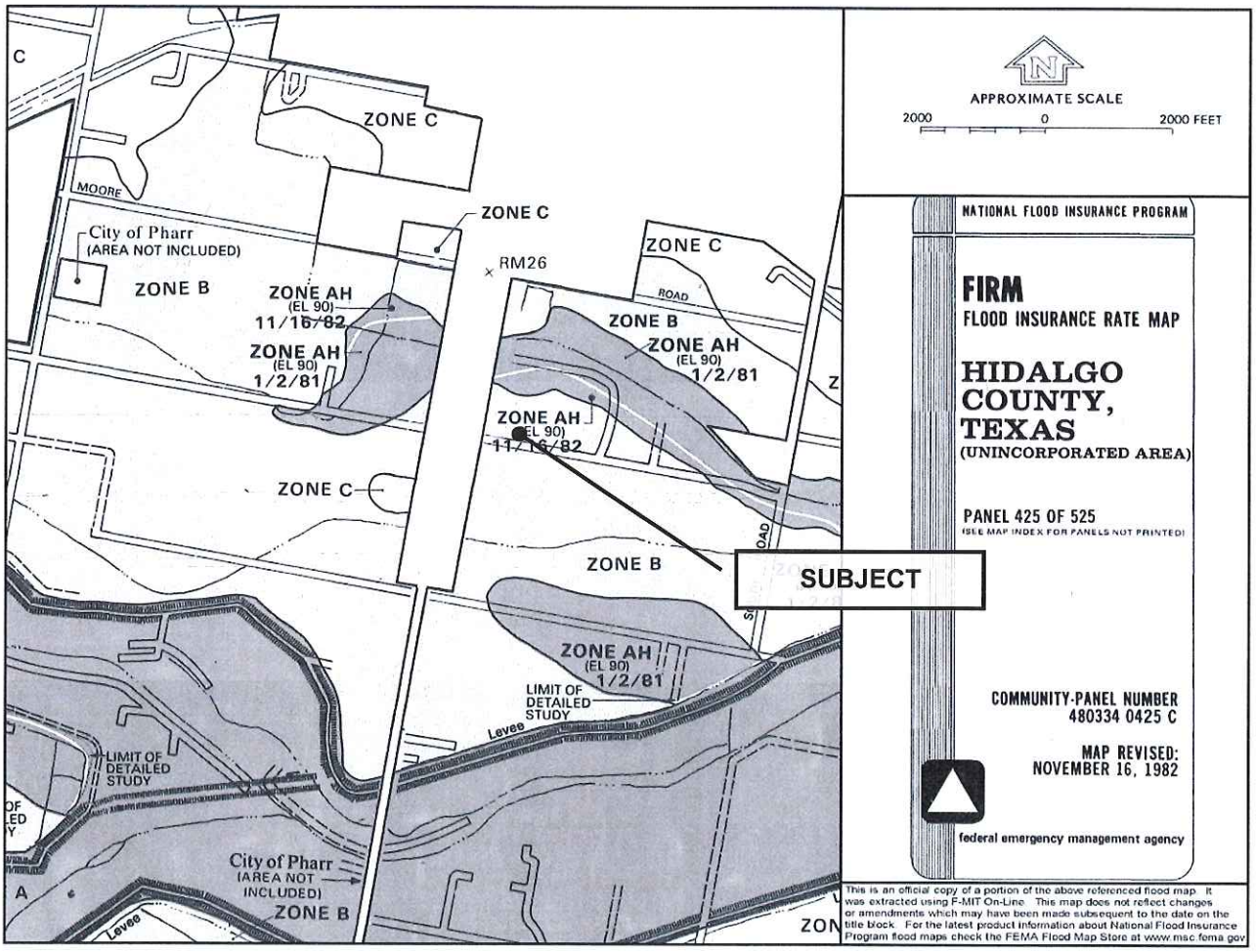
On Thursday, March 10, 2016, this appraiser contacted the City of Pharr Planning and Zoning Department which it was indicated that the property was currently zoned Drainage Easement (DE).



www.Pharr-tx.gov

FEMA FLOOD MAP

FEMA MAP No. _____ 480334025C
FLOOD ZONE DESIGNATION*_____ Zone B



Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

http://www.fema.gov/flood-zones

During the physical inspection of the subject property, it has been determined that the subject property sits in a Levee area and is considered a low-lying area prone to severe flooding situations. The probability increases due to our location within the Lower Rio Grande Valley, which is susceptible to hurricanes deriving from the Gulf of Mexico, which can create an adverse amount of rainfall within a small period of time resulting in flash flooding. In reviewing the flood map designated for the market area, it was indicated that the subject property is not located within a flood prone area.

PROPERTY TAX AND ASSESSMENT

OWNER OF RECORD	GUADALUPE DE LEON
PROPERTY TAX IDENTIFICATION NO.	202928
IMPROVEMENT VALUE	$ 0
LAND VALUE	$ 34,252
TOTAL ASSESSED VALUE	$ 34,252
EXEMPTIONS	EX-XV

Account

Property ID:	202928	Legal Description:	KELLY PHARR TRACT W155.14'-E924.72'-N236.83'- S346.85' LOT 220 A/K/A TR 6 0.84AC NET
Geographic ID:	K2400-00-000-0220-13	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	S CAGE TX	Mapsco:	
Neighborhood:		Map ID:	CPR
Neighborhood CD:			

Owner

Name:	DE LEON GUADALUPE	Owner ID:	129879
Mailing Address:	1214 OAK ST GRAND PRAIRIE, TX 75050-5983	% Ownership:	100.0000000000%

Owner: DE LEON GUADALUPE
% Ownership: 100.0000000000%
Total Value: $34,252

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$34,252	$34,252	$0.00
CPR	CITY OF PHARR	0.654000	$34,252	$34,252	$224.01
DR1	DRAINAGE DISTRICT #1	0.095100	$34,252	$34,252	$32.57
GHD	HIDALGO COUNTY	0.590000	$34,252	$34,252	$202.09
JCC	SOUTH TEXAS COLLEGE	0.185000	$34,252	$34,252	$63.37
R17	ROAD DIST 17	0.000000	$34,252	$34,252	$0.00
SPA	PSJA ISD	1.399200	$34,252	$34,252	$479.25
SST	SOUTH TEXAS SCHOOL	0.049200	$34,252	$34,252	$16.85
	Total Tax Rate:	2.972500			
				Taxes w/Current Exemptions:	$1,018.14
				Taxes w/o Exemptions:	$1,018.14

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$0	$34,252	0	34,252	$0	$34,252
2015	$0	$34,252	0	34,252	$0	$34,252
2014	$0	$34,252	0	34,252	$0	$34,252
2013	$0	$34,252	0	34,252	$0	$34,252

HIGHEST & BEST USE

The highest and best use is defined as "The reasonably probable and legal use of vacant land / or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physically possibility, financial feasibility, and maximum productivity".

The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

The subject is part of a large network of drainage canals throughout Hidalgo County. Based on their existing use and future use, the overall highest and best use shall continue to be for public use. The Drainage District easement is restrictive in the overall use of the property by the underlying fee owner. However, the overall analysis of the part to be acquired required the appraiser to analyze the subject in an economic unit typically found in the immediate market area to determine the market value of the fee land (unencumbered). This economic unit shall be selected based on a single family residential development highest and best use.

DEFINITION OF MARKET VALUE

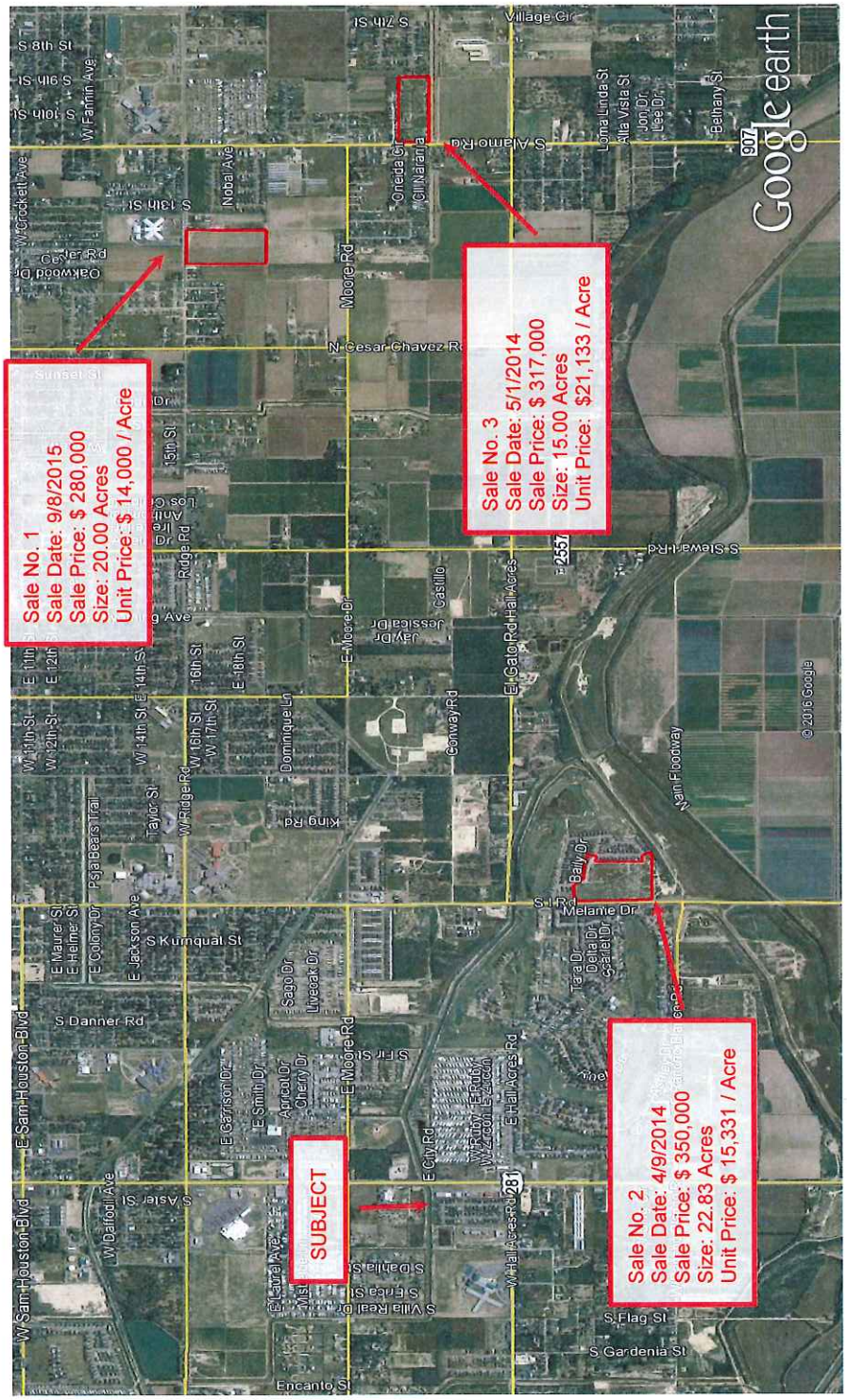
Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

- Buyer and Seller are typically motivated.
- Both parties are well informed or well advised, and each-acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions.

COMPARABLE LAND SALES

The following sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.



SALE No. 1



Property Identification

Sales Record ID	2599
Property Type	Agricultural
Address	East Ridge Road, Alamo, Hidalgo County, TX, 78516
Recording Data	2643941
Grantor	Shell Gulf of Mexico Inc., a Delaware corporation
Grantee	Arturo Cortez
Sale Date	September 08, 2015
Terms & Conditions	
Verification	MLS: A147477S
Tax ID	A1800-00-032-0010-00
Land Size	20.000 Acres or 871,200 SF
Sale Price	$280,000
Unit Price	$14,000 / Acre
Topography	Level
Utilities	Public Water Available
Frontage	Ridge Road
Improvements	None / Vacant

Legal

The West 20 acres of the East 30 acres of Lot 10, Block 32 Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

SALE No. 2



Property Identification

Sales Record ID	1471
Property Type	Residential Single Family
Address	South I Road, San Juan, Hidalgo County, TX, 78589
Recording Data	2504073
Grantor	Plains Capital Bank
Grantee	Cuva Construction, LLC.
Sale Date	April 09, 2014
Terms & Conditions	
Verification	MLS: A156454S
Tax ID	J5700-00-014-0001-10
Land Size	22.830 Acres or 994,475 SF
Sale Price	$350,000
Unit Price	$15,331 / Acre
Topography	Level
Utilities	Public Water, Sewer
Frontage	South "I" Road
Improvements	None / Vacant

Legal

A tract of land containing 21.68 acres tract situated in the City of Pharr, Hidalgo County, Texas, and being a portion of Lot 1, Block 14, John Closner Et Al Subdivision.

SALE No. 3



Property Identification

Sales Record ID	2760
Property Type	Agricultural
Address	South Alamo Road, Alamo, Hidalgo County, TX, 78516
Recording Data	2509702
Grantor	Universal Truckers, Inc.
Grantee	JPO Enterprises, Inc.
Sale Date	May 01, 2014
Terms & Conditions	
Verification	MLS: C168522S
Tax ID	A1800-00-028-0004-00
Land Size	15.000 Acres or 653,400 SF
Sale Price	$317,000
Unit Price	$21,133 / Acre
Topography	Level
Utilities	Electric, Public Water, Telephone
Frontage	South Alamo Road
Improvements	None / Vacant

Legal

The 15.00 acre tract of land being the South 15.00 acres of Lot 4, Block 28, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas.

LAND SALES ANALYSIS

VALUATION GRID		REPRESENTATIVE COMPARABLE SALES		
	Subject	**Comp. No. 1**	**Comp. No. 2**	**Comp. No. 3**
Grantor		Shell Gulf of Mexico Inc.	Plains Capital Bank	Universal Truckers Inc.
Grantee	Juanita De Leon	Arturo Cortez	Cuva Construction LLC	JPO Enterprises Inc.
Date		Sept. 8, 2015	April 9, 2014	May 1, 2014
Sales Price	$ -	$ 280,000	$ 350,000	$ 317,000
Unit Price		$ 14,000 / Acre	$ 15,331 / Acre	$ 21,133 / Acre
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -15%	Superior -10%	Similar -10%
Physical Characteristics	Rectagular / Economic Unit	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	All Municipal Utilities Available in Area	Similar 0%	Similar 0%	Similar 0%
Economic Unit	10.00 Acres	20.00 5%	22.83 5%	15.00 0%
	Net Adjustment	$ (1,400) -10%	$ (767) -5%	$ (2,113) -10%
	Indicated Unit Value	$ 12,600 / Acre	$ 14,564 / Acre	$ 19,020 / Acre
Unit Value of Fee Simple Area				**$ 18,500 / Acre**
Unit Value of Drainage Easement @ 90% of Fee Value				**$ 16,650 / Acre**
Unit Value of Encumbered Fee @ 10% of Fee Value				**$ 1,850 / Acre**
Value of Encumberd Fee		**3.2979 Acre**		**$ 6,101 / Acre**

During the analysis of the acquisition area, the value for the subject property as a whole and / or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and / or Grantees, Appraisers and local Realtors. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract.

PART TO BE ACQUIRED

The part to be acquired consists of a tract 50' foot x 521.95' tract of land out of Lot 220 of the Kelly-Pharr Subdivision with a total land area of 143,657 square feet or 3.2979 acres. This land is located along the southern boundary of Kelly-Pharr Subdivision. Utilities are located within the area and to the neighboring subdivision. The part to be acquired is currently being utilized for an existing drainage canal system that is in operation for said purpose. The area to be acquired shall continue for such purpose and may include other public use. The part to be acquired does not constitute an economic unit upon it-self and therefore for shall be valued as a pro-rata part of a selected economic unit for purposes of determining market value of the acquisition area.

The acquisition area is currently encumbered with an easement in the name of Hidalgo County Drainage District No. 1. The purpose of this acquisition is to acquire the underlying fee from the grantor of the easement and or the current owner of the underlying fee simple area as defined by title research provided. The easement area may be utilized for expanding existing drainage and or for other public use as deemed appropriate by the Hidalgo County Drainage District No. 1. Since the acquisition area is encumbered by an open drainage ditch / canal system, the majority of the bundles of rights to the fee simple estate have been acquired for purposes of the existing easement. Since the majority of rights have already been acquired and the limited existing use to the underlying fee is restricted by the existing easement, a discount to the fee simple market value is required. Therefore, the part to be acquired shall be valued at 10% of fee simple market value.

SURVEY

November 30, 2015
Revised December 11, 2015
Parcel 6
1 of 4 Pages

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 6

Being a 143,657 square foot or 3.2979 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 220, Kelly-Pharr Subdivision, Hidalgo County, Texas, as described in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 10.00 acre tract of land, conveyed by Warranty Deed, dated January 26, 1971, to Juanita De Leon, as described in Volume 1276, Page 873, of the Deed Records, Hidalgo County, Texas, and being all of a called 3.26 acre Hidalgo County Drainage District No.1 easement as described in Volume 1026, Page 310, of the Deed Records, Hidalgo County, Texas, and being all of a called 0.04 of an acre Hidalgo County Drainage District No.1 easement, as described in Volume 1027, Page 115, of the Deed Records, Hidalgo County, Texas, said 143,657 square foot or 3.2979 acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a ½" iron pin (N=16,588,086.8419 E=1,085,266.671) found for the Northwest corner of Lot 229, said Kelly-Pharr Subdivision, for the Southwest corner of said Lot 220 and the **Point of Beginning** of this herein described tract of land;

1. **Thence** with the West line of said Lot 220, the West line of said called 3.26 acre Hidalgo County Drainage District No. 1 easement, North 08°32'07" East a distance of 109.98 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northwest corner of this herein described tract of land;

2. **Thence** departing the West line of said Lot 220, with the North line of the said called 3.26 acre Hidalgo County Drainage District No. 1 easement, South 81° 27' 53" East a distance of 1,082.52 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the South corner of a called 0.82 acre tract of land, as described in Volume 3205, Page 435, of the Deed Records, Hidalgo County, Texas, and for an interior corner of this herein described tract of land;

3. **Thence** with the Southeasterly line of said called 0.82 of an acre tract of land, with the Northwesterly line of said 3.26 acre Hidalgo County Drainage District No. 1 easement, North 85° 47' 31" East a distance of 90.67 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the West line of Cage Boulevard, 100' Right of Way, for the Southwest corner of a called 0.50 acre tract of land, as described in Document Number 1008812, of the Official Records, Hidalgo County, Texas, for the North corner of said 0.04 of an acre Hidalgo County Drainage District No.1 easement, for the North corner of this herein described tract of land;

4. **Thence** with the West line of Cage Boulevard, South 08°32'07" West a distance of 129.99 feet to the South line of said Lot 220, for the Southeast corner of said 3.26 acre Hidalgo County Drainage District No.1 easement and of this herein described tract of land,

5. **Thence** with the South line of said Lot 220 and the South line of said 3.26 acre Hidalgo County Drainage District No.1 easement, North 81°27'53" West a distance of 1,270.00 feet to the **Point of Beginning**, and being a 142,548 square foot or 3.2725 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

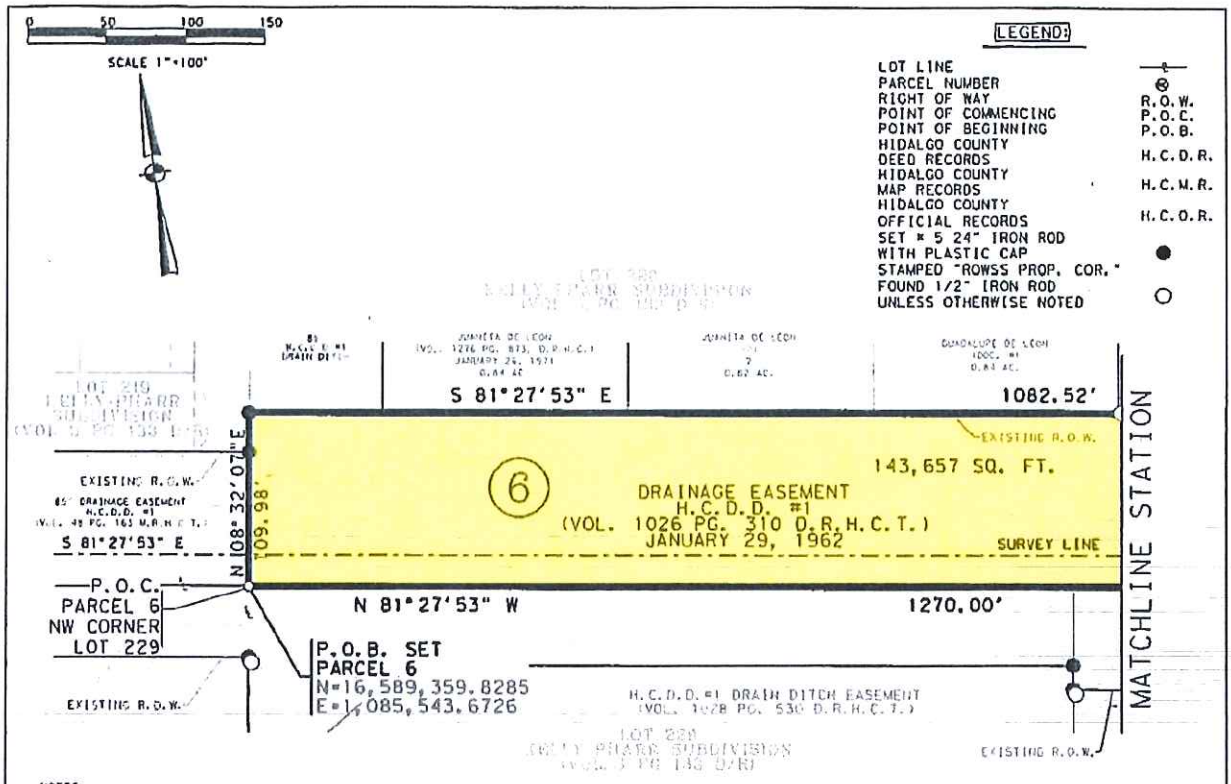
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FRANSICO ORDONEZ SANCHEZ AND ANTONIO ORDONEZ SANCHEZ, DATED JANUARY 29, 1962, FILED FOR RECORD ON FEBUARY 2, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 310, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY DAVID SEGOVIA AND CONSUELO M. SEGOVIA, DATED FEBRUARY 1, 1962 FILED FOR RECORD ON FEBRUARY 8, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1027 PAGE 115, HIDALGO COUNTY, TEXAS.
3. UTILITY GRANTED TO CITY OF PHARR, BY JUANITA DE LEON, DATED OCTOBER 24, 1994, FILED FOR RECORD ON NOVEMBER 14, 1994 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 419833.
4. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

12/21/2015

METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 6
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY.

A 143,657 SQ. FT. (3.2979 AC.)
TRACT OF LAND SITUATED IN LOT 220,
KELLY-PHARR SUBDIVISION

EXHIBIT A

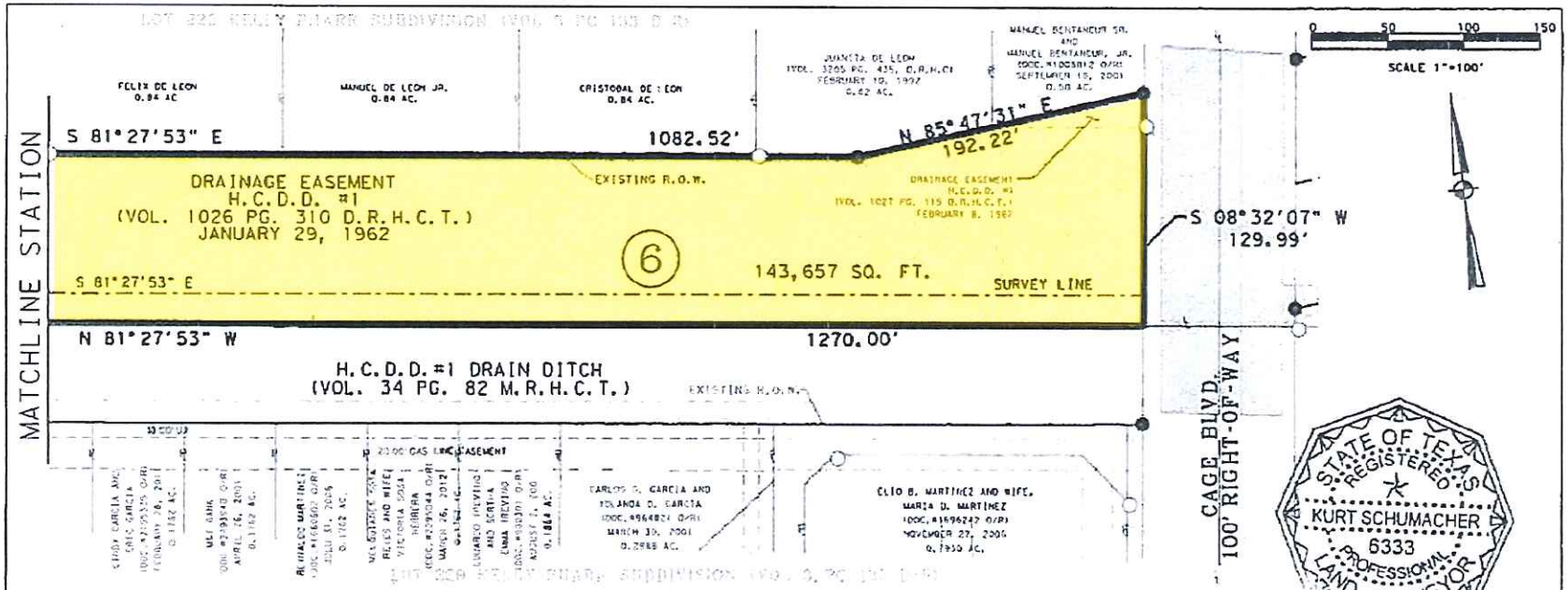
PAGE 3 OF 4

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE
GUARANTY COMPANY PROPOSED
INSURED/BORROWER:
HIDALGO COUNTY
OWNER: JUANITA DE LEON
GF No.: 0003162574
0003162575
EFFECTIVE DATE:
SEPTEMBER 15, 2015
SEPTEMBER 16, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 6
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TBPLS REG. FIRM# 10193888



STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR
12/21/2015

REFERENCES:

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2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⊗
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

PLAT OF SURVEY
PARCEL 6
FOR PCT.2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY.

A 143,657 SQ. FT. (3.2979 AC.)
TRACT OF LAND SITUATED IN LOT 220
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 4 OF 4

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: JUANITA DE LEON
GF No.: 0003162575
EFFECTIVE DATE:
SEPTEMBER 16, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 6
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 583-7176
TBPLS REG. FIRM 10103886

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: September 16, 2015

GF No.: 0003162575

Commitment No. 0003162575, issued September 25, 2015, 12:00 AM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)

   Policy Amount:
   PROPOSED INSURED:

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

   Policy Amount: $0.00
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

   Policy Amount: $0.00
   PROPOSED INSURED:
   Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER

   Policy Amount:
   PROPOSED INSURED:

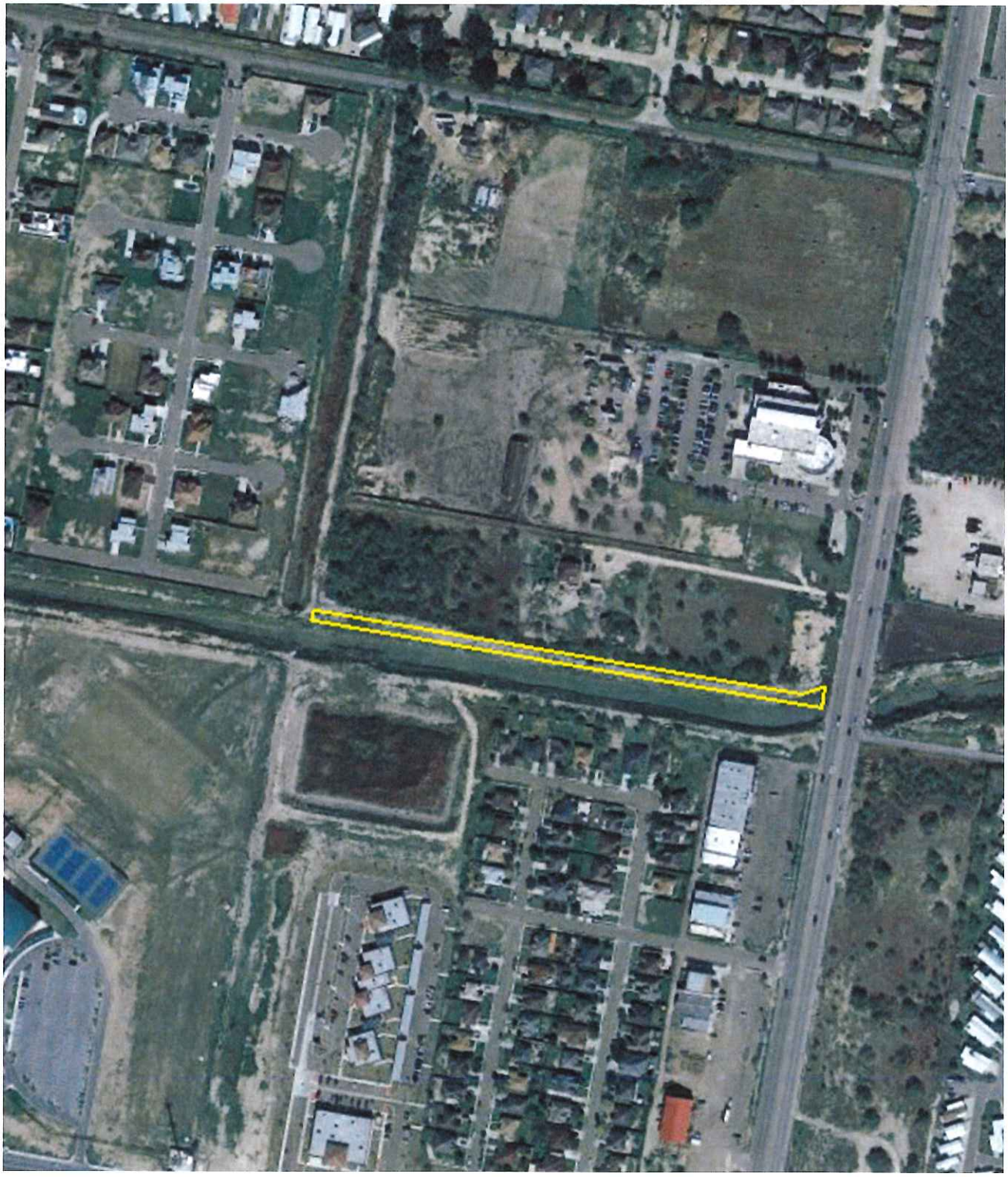
2. The interest in the land covered by this Commitment is:

   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

   Juanita De Leon

AERIAL MAP
ACQUISITION AREA OUTLINED IN YELLOW



PHOTOGRAPHS



Photo 1
Northeastern view of the proposed acquisition Area along the north of the drainage ditch



Photo 2
Western view of the proposed acquisition area along the north side of the drainage ditch



Photo 3
Northern view of Cage Boulevard



Photo 4
Southern view of Cage Boulevard

REMAINDER BEFORE & AFTER ACQUISITION

The remainder before and after the proposed acquisition shall continue to be for public use. The proposed plan for the area of acquisition is for either expansion of the existing drainage system and or for a linear park for use by the public. The development of said park shall be performed by Hidalgo County Precinct No. 2 under the direction of the Honorable County Commissioner, Eduardo "Eddie" Cantu.

DIMINUTION OF MARKET VALUE

The diminution of market value refers to the damages assessed due to the part to be acquired. Based on the area to be acquired, the remainder shall not be affected in an adverse way affecting market value; therefore, no diminution of market value is indicated.

COST TO CURE

The Cost to Cure refers to the additional compensation required to replace site and or structural improvements to the remainder after in the event the depreciated cost is below replacement cost. However, since no improvements are indicated for the subject and the report is prepared under the hypothetical condition as vacant, no cost to cure is required.

RECONCILATION OF VALUE

Based on the analysis of the subject property on the date of inspection, and the facts presented within this report, it is the opinion that as of March 10, 2016, the estimate of total compensation for the part to be acquired is indicated to be $ 6,101.

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and beliefs that the statement of fact contained within the report are true and correct and include the following:

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

Leonel Garza, Jr. & Associates, LLC has not performed an appraisal on the subject property within the last (3) three years.

Leonel Garza III
TX – 1328375-General

QUALIFICATION OF APPRAISER

Leonel Garza Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

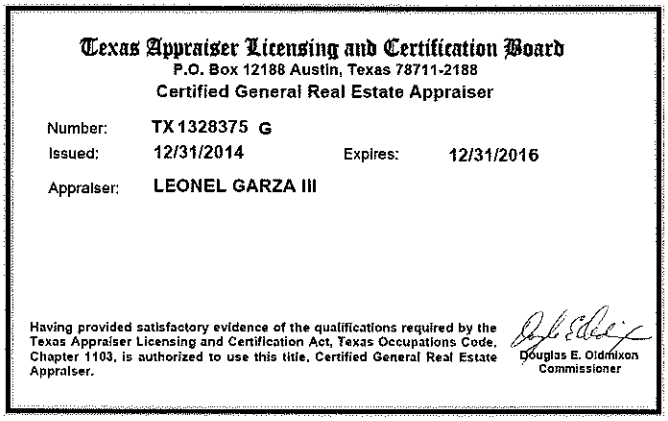
The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-Way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Former Member / Chairman)
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Former Member)
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

HIDALGO COUNTY
PRECINCT 2

COMMISSIONER
EDUARDO "EDDIE" CANTU

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

PAY-MEMO

To: **Raul Sesin, (General Manager)**
Hidalgo County Drainage District No. 1
Attn: Lora Briones

From: **Mr. Jaime Salinas**
Precinct No. 2 Right of Way Agent

Date: **April 18, 2016**

Re: **Linear Park Project**
Parcel # 13 Maria Cruz Fuentes

==========

Mr. Sesin,

Attached, please find a copy of the unrecorded deed, appraisal report, and a signed AP-152 form signed by Maria Cruz Fuentes on the above-mentioned project. A check in the amount of $161.00 needs to made payable to Sierra Title and Maria Cruz Fuentes from account # ~~6-1204-431-00-124-007-0-711~~ set up for this project. The Original deed will be held by the Sierra Title and recorded as soon as payment to the landowner is processed. 16-110-433-006-47110 PSJA DRAIN / PHARR-MCALLEN SOUTH DRAIN.

Should you have any questions, please feel free to contact me at (956) 283-8134.

Thanks,

Approved_____ _____
Raul Sesin General Manager

4/18

THE COUNTY OF HIDALGO TEXAS

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
MAY 03 2016
2:15 AM / PM
BY: Rosalva

Date: 4/4/2016

County: Hidalgo
Federal Project No.: N/A

Parcel: 13
Project: Hidalgo County Drainage District No. 1
Fee- simply Right of Way project

Maria Cruz Fuentes
417 City Road
Pharr, Texas 78577

Dear Mrs. Fuentes,

In acquiring property for the Hidalgo County Drainage District # 1 of the County of Hidalgo (the "County") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. It will be explained by the County's negotiator, Mr. Jaime Cruz or Mr. Jaime Salinas that a portion of your property located South Cage Boulevard, 0.23 miles south of West Moore Rd, 0.31 miles east along the south side of drainage canal as described in the enclosed property description, is to be acquired for the fee ownership for the Drainage Ditch in question.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **$ 161.00** for your property, which includes **$ 161.00** for the property to be purchased and **$ 0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

If you wish to accept the offer based upon this appraisal, please contact Mr. Jaime Cruz or Mr. Jaime Salinas as soon as possible, at **(956) 787-1891**, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County/Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's/State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the County.

Attached is a copy of the County of Hidalgo/Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Lupe Rodriguez or Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County/Department, including the appraisal on which this offer is based.

Sincerely,

Mr. Jaime Salinas Pct # 2 Right of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

May 26, 2015
Revised December 11, 2015
Parcel 13
1 of 3 Pages

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 13

Being a 3,790 square foot or 0.0870 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.325 acre tract of land, conveyed to Maria Cruz Fuentes, as described in Document Number 1826487, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, said 3,790 square foot or 0.0870 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 222, Kelly-Pharr Subdivision;

Thence with the South line of said Lot 222, South 81°27'53" East a distance of 280.00 feet, and North 08°32'07" East a distance of 214.80 feet to a 5/8" iron pin (N=16,587,865.8784, E=1,088,186.2116) with plastic cap stamped "R.O.W.S. PROP COR." set for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** with the West line of said 0.325 acre tract of land, North 08° 32' 07" East a distance of 75.65 feet to the Northeast corner of a called 1.13 acre tract of land, as described in Volume 1657, Page 959, of the Deed Records, Hidalgo County, Texas, for the Northwest corner of this herein described tract of land;

2. **Thence** with the North line of said 0.325 acre tract of land, South 64° 17' 37" East a distance of 52.33 feet to the West line of the Rebecca Sanchez Chapa and husband, Hector Chapa tract of land, as described in Volume 1428, Page 839, of the Deed Records, Hidalgo County, Texas, and for the Northeast corner of this herein described tract of land;

3. **Thence** with the West line of said Rebecca Sanchez Chapa and Husband, Hector Chapa tract of land, South 08°32'07" West a distance of 75.95 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set for the Southeast corner of said 0.325 of an acre tract of land, and for the Southeast corner of this herein described tract of land;

4. **Thence** across and through said 0.325 of an acre tract of land, with the South line of said Hidalgo County Drainage District No. 1 Right of Way easement, North 63° 58' 50" West a distance of 52.42 feet to the **Point of Beginning** and being an 3,790 square foot or 0.0870 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

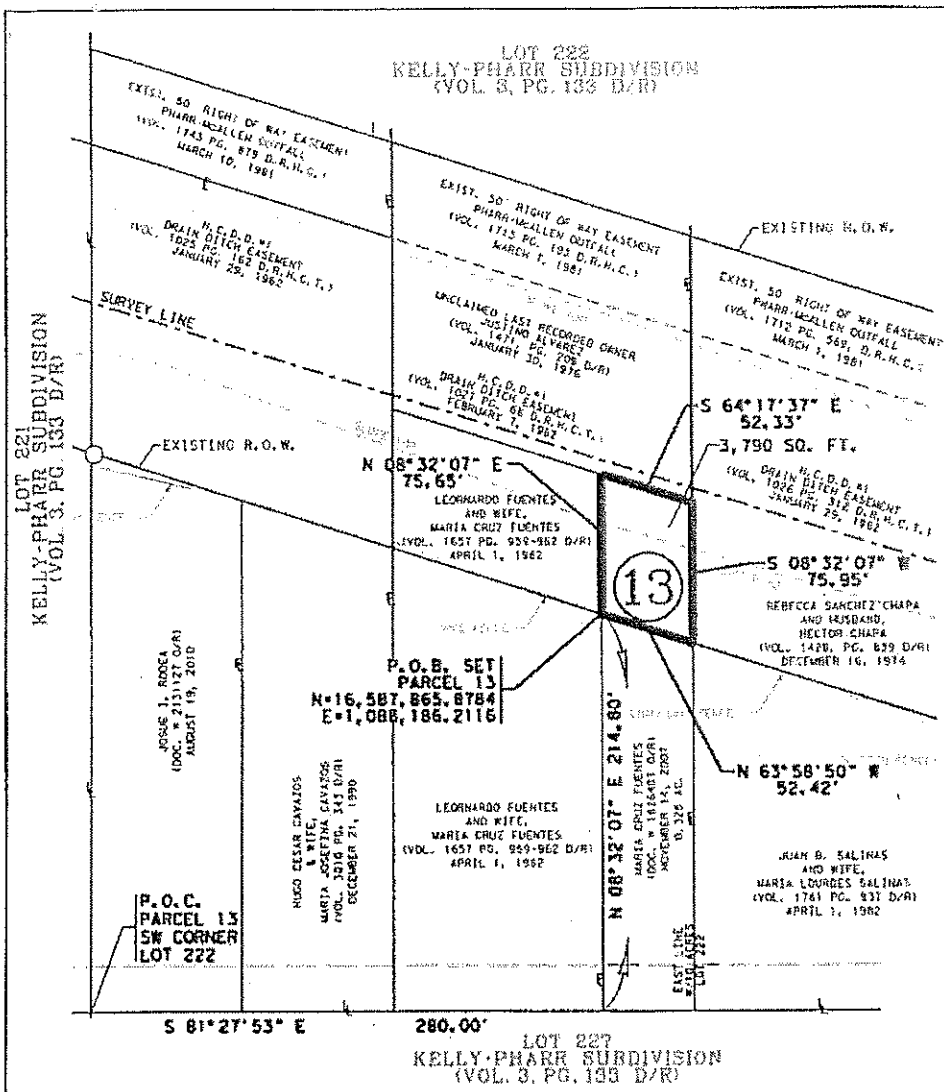
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





0 50 100 150

SCALE 1"=100'

LEGEND:

LOT LINE		
PROPERTY LINE		
PARCEL NUMBER	(13)	
RIGHT OF WAY		R.O.W.
POINT OF COMMENCING		P.O.C.
POINT OF BEGINNING		P.O.B.
HIDALGO COUNTY DEED RECORDS		H.C.D.R.
HIDALGO COUNTY MAP RECORDS		H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS		H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●	
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○	

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2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FELIPE GALVAN AND WIFE, TOMASA L. GALVAN, DATED JANUARY 8, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1027, PAGE 68, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY JUSTINO ALVAREZ, DATED MAY 16, 1979, FILED FOR RECORD IN THTE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1635, PAGE 588, DEED RECORDS HIDALGO COUNTY, TEXAS.
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4. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
5. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
6. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

12/21/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 13
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

A 3,790 SQ. FT. (0.087 AC.) TRACT OF LAND SITUATED IN LOTS 222, KELLY-PHARR SUBDIVISION

EXHIBIT A
PAGE 3 OF 3

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE GUARANTY COMPANY PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: MARIA CRUZ FUENTES
GF No.: 0003162560
EFFECTIVE DATE: NOVEMBER 13, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 13
PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
800 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-7713
FAX.: (956) 585-1178
TBPLS REG. FIRM# 10193966

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Parcel # 13

Date: April 13, 2016

Grantor: Maria Cruz Fuentes

Grantor's Mailing Address:

417 City Road

Pharr, Texas 78577

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.
Edinburg, Tx 78542

Consideration:

The sum of One Hundred Sixty One and no/100 Dollars **($161.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Exceptions to Conveyance and Warranty:

Standby fees, taxes and assessments by any taxing authority for the year 2016 and subsequent years, the payment of which Grantee assumes. Continued on Exhibit "B" attached hereto and made a part hereto for all purposes.

Grantor, for the Consideration and subject to the Exceptions to conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Maria Cruz Fuentes

Maria Cruz Fuentes

The State of Texas §

County of Hidalgo §

This instrument was acknowledge before me on this 13th day of April ,2016 by Maria Cruz Fuentes .

Notary Public, State of Texas

After recording please return this instrument to:

Mr. Jaime Cruz or Jaime Salinas

Hidalgo County Pct. 2

300 W. Hall Acres Rd., Ste. G

Pharr, Tx 78577

NOTARY PUBLIC STATE OF TEXAS
JAIME ERNESTO SALINAS
Notary Public, State of Texas
My Commission Expires
MARCH 20, 2018

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 13

Being a 3,790 square foot or 0.0870 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.325 acre tract of land, conveyed to Maria Cruz Fuentes, as described in Document Number 1826487, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, said 3,790 square foot or 0.0870 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 222, Kelly-Pharr Subdivision;

Thence with the South line of said Lot 222, South 81°27'53" East a distance of 280.00 feet, and North 08°32'07" East a distance of 214.80 feet to a 5/8" iron pin (N=16,587,865.8784, E=1,088,186.2116) with plastic cap stamped "R.O.W.S. PROP COR." set for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** with the West line of said 0.325 acre tract of land, North 08° 32' 07" East a distance of 75.65 feet to the Northeast corner of a called 1.13 acre tract of land, as described in Volume 1657, Page 959, of the Deed Records, Hidalgo County, Texas, for the Northwest corner of this herein described tract of land;

2. **Thence** with the North line of said 0.325 acre tract of land, South 64° 17' 37" East a distance of 52.33 feet to the West line of the Rebecca Sanchez Chapa and husband, Hector Chapa tract of land, as described in Volume 1428, Page 839, of the Deed Records, Hidalgo County, Texas, and for the Northeast corner of this herein described tract of land;

3. **Thence** with the West line of said Rebecca Sanchez Chapa and Husband, Hector Chapa tract of land, South 08°32'07" West a distance of 75.95 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set for the Southeast corner of said 0.325 of an acre tract of land, and for the Southeast corner of this herein described tract of land;

4. **Thence** across and through said 0.325 of an acre tract of land, with the South line of said Hidalgo County Drainage District No. 1 Right of Way easement, North 63° 58' 50" West a distance of 52.42 feet to the **Point of Beginning** and being an 3,790 square foot or 0.0870 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

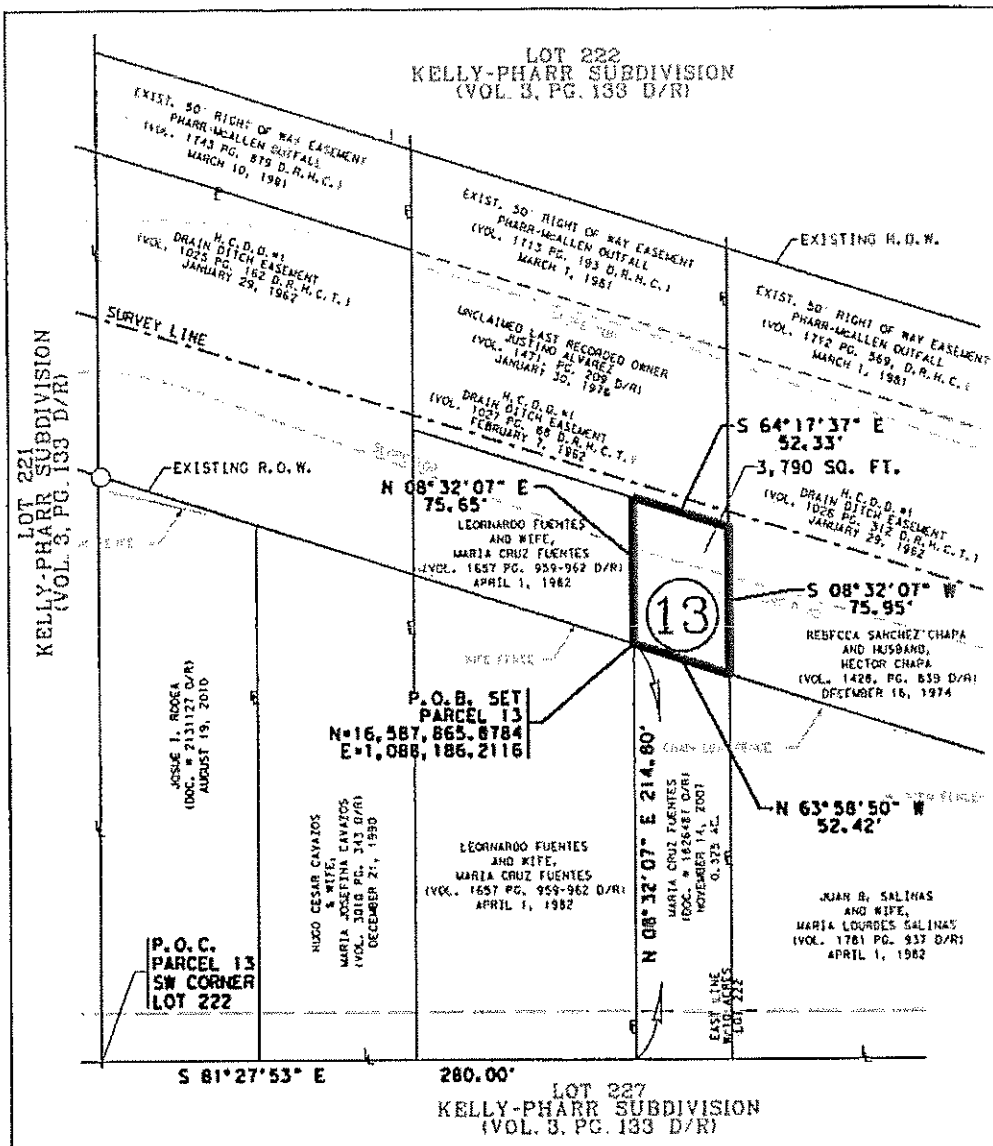
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





0 50 100 150

SCALE 1"=100'

LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⊘
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FELIPE GALVAN AND WIFE, TOMASA L. GALVAN, DATED JANUARY 8, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1027, PAGE 68, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY JUSTINO ALVAREZ, DATED MAY 16, 1979, FILED FOR RECORD IN THTE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1635, PAGE 588, DEED RECORDS HIDALGO COUNTY, TEXAS.
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STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

12/21/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 13
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

A 3,790 SQ. FT. (0.087 AC.) TRACT OF LAND SITUATED IN LOTS 222, KELLY-PHARR SUBDIVISION

EXHIBIT A

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE GUARANTY COMPANY PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: MARIA CRUZ FUENTES
GF No.: 0003162560
EFFECTIVE DATE: NOVEMBER 13, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 13
PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
WEBSLOW, TEXAS 78572
TEL.: (956) 424-3772
FAX.: (956) 565-1116
TBPLS REG. FIRM# 10183886

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER

CAROLE KEETON RYLANDER • COMPTROLLER OF PUBLIC ACCOUNTS
Claims Division
Austin, Texas 78774-0100

WHO MUST SUBMIT THIS APPLICATION -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Payee Identification Number (PIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

NOTE: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.

FOR ASSISTANCE -

For assistance in completing this application, please call the State Comptroller's Office at 1-800-531-5441, extension 3-3660, toll free nationwide. The Austin number is 512-463-3660. *(From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free. The Austin number is 512-463-4621.)*

NOTICE TO STATE AGENCIES -

When this form is used to set up additional mail codes, Sections I, II and V must be completed. State agencies may refer to the Texas Payee Information System Guide for additional information.

GENERAL INSTRUCTIONS -

- Please write only in white areas. (Shaded areas are for state agency use only.)
- Do not use dashes when entering Social Security, Federal Employer's Identification (FEI) or Comptroller's assigned numbers.
- Disclosure of your Social Security Number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), and TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon Supp. 1992). Your Social Security Number will be used to help the Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Att'y Gen. No. H-1255(1978).

SPECIFIC INSTRUCTIONS -

SECTION I - PAYEE IDENTIFICATION NUMBER

Enter a nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if the business is a partnership or corporation, etc. Enter a nine-digit Social Security Number or the nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if a sole owner. Enter the nine-digit Social Security Number if an individual recipient. The comptroller's assigned number is a number issued by the Texas Comptroller's Office for specialized usage. Please enter only ONE of these numbers and check the type of number entered. If known, enter the Texas Taxpayer Number in item 3.

SECTION II - PAYEE INFORMATION

Items 4 through 9 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in Item 6. Item 9 - Enter the city, state and ZIP code.

SECTION III - OWNERSHIP CODES

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's Office may be contacted at 512-463-5555 for information regarding Texas charter or file numbers.

SECTION IV - PAYMENT ASSIGNMENT

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include the assignment agreement between the assignee and the assignor.

SECTION V - COMMENTS AND IDENTIFICATION

Item 13 - Enter any additional information that may be helpful in processing this applicatiion. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

Linear Park Project
Parcel 13

Leonel Garza Jr & Associates LLC
Real Estate Appraisal Services

Project:	Precinct No. 2 Linear Regional Park Project
Owner of Record:	Maria Cruz Fuentes
Date of Appraisal	March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesin, Director
902 N. Doolittle Road, Edinburg, Texas 78542

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Leonel Garza Jr. & Associates

Real Estate Appraisal Services

March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesin, Director
902 N. Doolittle Road
Edinburg, Texas 78542

TRACT: 12
Owner of Record: Maria Cruz Fuentes

Mr. Sesin:
In accordance with your request, we are presenting an appraisal report of the underlying fee simple land described as part of the parent tract of the Kelly-Pharr Subdivision, encumbered by an existing Hidalgo County Drainage District No. 1 Easement. The scope of the assignment is to value the subject property as per date of inspection, in order to determine the current market value of the encumbered fee portion of property currently utilized for a drainage canal. This acquisition shall be recorded in the name of Hidalgo County Drainage District. This report is for the sole use and analysis by the Hidalgo County Drainage District and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) as per scope of the assignment. The report is limited to the information provided by the client and by other public information sources such as the Hidalgo County Appraisal District, Hidalgo County Deed Records and the Hidalgo County Tax Office and is limited to the on or off-site inspection of the proposed acquisition area.

This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, a General Certified Real Estate Appraiser, personally inspected the subject property on March 10, 2016 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value. Information provided by the client was utilized for the determination of market value and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is the Hidalgo County Drainage District. The report has been developed based on the knowledge that said acquisition area shall be utilized for the public use indicated to be for a linear park to be developed by Hidalgo County Precinct No. 2.

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $161 as of the most recent inspection (visit) of the subject on March 10, 2016, based upon my independent appraisal and the exercise of my professional judgment; on March 10, 2016, (date)(s), I personally inspected in the field the property herein appraised. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Drainage District or until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? ___No___ (yes or no)
2. If so, is the denial of direct access material? ___N/A___ (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00 .

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,

Leonel Garza III
TX-1328375-General

APPRAISAL SUMMARY

Parcel No.	13
Easement Owner of Record	Hidalgo County Drainage District No. 1 902 North Doolittle Road, Edinburg, Texas
Fee Simple Owner	Maria Cruz Fuentes 417 City Road, Pharr, Texas
Physical Location	South Cage Boulevard, 0.23 miles south of West Moore Road, 0.31 miles east along the south side of the drainage canal.
Date of On-Site Visit	March 10, 2016
Type of Property/Existing Use	Drainage Easement / Public Use
Legal Description (Parent Tract)	A 0.325 acre tract of land more or less, out of Lot 222, Kelly-Pharr Subdivision, Hidalgo County, Texas.
Acquisition Area	0.0870 Acres
Remainder Area	None Indicated
Property Rights Appraised	Easement Value
City Zoning Ordinance	Drainage Easement (DE)
Flood Zone Designation	Zone B
Utilities Available	All Municipal Utilities Available

APPRAISAL CONCLUSION

Market Unit Rate (Fee Simple)	$ 18,500 / Acre
Encumbered Fee Unit Rate	$1,850 / Acre
Acquisition Area Value	0.0870 Acres (3,790 Square Feet)
Improvements with Acquisition Area	None Indicated To Be Compensable
Total Compensation	**$161**

PURPOSE OF THE ASSIGNMENT

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010 by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement," in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." The final determination of compensation shall be based on the value of the underlying fee of the area held by Hidalgo County Drainage District No. 1.

CLIENT AND INTENDED USER

The client and intended user of this report is identified as Hidalgo County Drainage District No. 1 in conjunction with Hidalgo County Precinct No. 2. Hidalgo County Precinct No. 2 has a local office at 300 W. Hall Acres, Pharr, Texas 78577. Jaime Salinas and Jaime Cruz, right of way agents for Precinct No. 2 shall be negotiating the acquisition of said parcel. They can be contacted directly at (956) 787-1891.

INTENDED USE

The intended use of the report is to provide a market valuation of the proposed acquisition area and in order for Hidalgo County Drainage District and / or assigns for assistance in the purchase of said the fee simple portion of said easement area. This report shall be utilized for negotiations and eminent domain proceedings (if necessary). The appraisal shall assist the determined negotiator the market value for the purchase of all or part of the area identified by survey, which is encumbered with an easement in the name of Hidalgo County Drainage District No. 1. This appraiser does not authorize the unintended use of the report for any other purpose without the written consent of Leonel Garza III.

SCOPE OF ASSIGNMENT

By work authorization from Hidalgo County Drainage District No 1 on March 7, 2016, a request for Leonel Garza Jr. & Associates, LLC to prepare an appraisal report of the fee simple estate of the part to be acquired. The client indicated that the scope of the assignment is to determine the underlying fee simple land value of the subject property and any contributory value of the site improvements located within the part to be acquired and diminution of market value (if any). Market sales within the area and / or comparable market areas are to be identified and analyzed for the determination of market value of the proposed acquisition area as per date of on or off-site inspection.

- In the event, access is not granted or any written or verbal communication has not been made with owner of record, appraiser is to proceed off-site. The owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The market area shall be researched in order to identify comparable sales to the subject property.
- Appraiser is to determine the most applicable approach to market value for valuation of the subject property. This will include each segment of value; Whole Property, Part To Be Acquired, Remainder Before and After Acquisition as they apply to the subject property as they apply to the subject property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the owner of record or representative, shall be given a stated value for purposes of the report.
- Personal property is not to be included in the valuation of the subject property.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement" in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal, "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate."

PARTIAL ACQUISITION METHODOLOGY

The method of valuation involved in this project is set forth by the State of Texas when the governmental retained right of eminent domain is exercised. The Texas Constitution permits the acquisition of private property for public use (eminent domain), but it requires that any such acquisition entitles the owner to just compensation and that it shall be by the due process of the law of the land. The law dictates that the value of the whole property, the value of the part taken, the value of the remainder before the taking and the value after the taking be ascertained. The law allows for the offset of damages by enhancement if the enhancement is specific to the subject property. In the valuation of the proposed easement(s), the appraisers have taken into consideration the rights being taken and the contributory value of the land affected by this project. The percentage of the fee value acquired in the acquisition of the easement is based on two basic effects: 1) the Legal Encumbrance of the easement rights and obligations; and 2) the Physical Use of the easement areas.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is required that no other easements or encumbrances are located within the part to be acquired.

HYPOTHETICAL CONDITIONS

The subject property is utilized in part with a large network of drainage canals that extend throughout this portion of Hidalgo County managed and controlled by the Hidalgo County Drainage District No. 1. The improvements located within the easement area are owned and maintained by the District and shall not be included in the total compensation indicated within the report. Therefore, the hypothetical condition that the subject is vacant as per date of report.

JURISDICTIONAL EXCEPTION RULE

If any part of the *Uniform Standards of Professional Appraisal Practice* is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction. For the purposes of this assignment, in valuing the whole property before the taking, we have disregarded any increase or decrease in the market value of the property caused by the public improvement for which part of the property is being taken, or by the likelihood that the property would be taken. Therefore, no enhancement to market value (if any) shall be considered based on project influence.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza, Jr. & Associates, LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment for an additional fee.

ACCESSIBILITY OF SUBJECT

Hidalgo County Drainage District No. 1 allowed the appraiser to access the easement though the series of canals leading to the subject property from existing road right of way near the acquisition area.

DATE OF REPORT

The effective date of report is March 11, 2016.

EFFECTIVE DATE OF VALUE

The effective date of appraised value is based on the most recent on-site or off-site visit to said property which is, March 10, 2016.

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the course of the report. The report is also conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws, unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.

10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

11. Any sketch the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

12. The appraiser accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.

13. No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.

14. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.

15. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

16. No assurance is provided that the methodology and/or results of the appraisal will not be successfully challenged by the Internal Revenue Service. In particular, the methodology for appraising certain types of properties, including without limitation, government subsidized housing, which has been the subject of debate. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

18. All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.

19. No evidence or documentation has been provided as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal. The only method of determining flood zone in the area is by way of FEMA Flood Map designations of which are subject to change.

20. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested with the client.

21. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

22. No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Leonel Garza III, President of Leonel Garza Jr. & Associates, LLC.

MARKET ANALYSIS

Pharr, Texas, is located in southern Hidalgo County, at the intersection of Interstate 69C and Interstate 2, and is part of the McAllen-Edinburg-Mission MSA. The McAllen-Edinburg-Mission MSA is defined by the United States Census Bureau as all of Hidalgo County, and is anchored by the cities of McAllen, Edinburg, Mission, and Pharr. According to the 2010 census, Pharr had a population of 70,400, which was indicated to be a ±51% increase from the 2000 census of 46,660. Since the commencement of NAFTA Pharr has established itself as one of the hubs of transportation and industrial types of businesses, and has also benefited from the "Maquiladora" or Twin Plant program with manufacturing plants on the Mexican and United States sides. Pharr is neighbored on the north by the city of Edinburg, the cities of McAllen and Hidalgo along the west, the city of San Juan to the east and the Rio Grande River to the south (the international border of Mexico and the United States).

The Pharr-Reynosa International Bridge is one of the most important ports of entry along the United States – Mexico border. The bridge was open to the public on November of 1994, and is now one of the top land ports of entry along the US-Mexico border. The crossing is the longest border crossing in the world with a total length of 7.6 miles, with an average vehicle crossing of 1.4 million per for the year of 2011-2012. The Pharr/Reynosa International Bridge's popularity stems from fast crossing times due to the drive-thru x-ray machines the US Customs Service installed, along with a portable unit. The Pharr/Reynosa International Bridge is expected to be the starting point of the I-69 Corridor (NAFTA Highway). The city of Pharr has an abundant amount of land suited for retail and industrial use, with the city of Pharr planning to spend over $500,000,000 on infrastructure improvements over the next ten (10) years. $4,000,000,000 has been planned for transportation improvements over the next twenty (20) years, which includes the proposed Hidalgo County Loop. The southern portion of the Loop project is planned to expand the existing two-lane Military Highway to a four/six-lane road connecting all of the international bridges in southern Hidalgo County.

The market area is described as being located in-between Jackson Road and Nebraska Avenue, south of U.S. Business Highway 83, and north of the Main Floodway in Pharr, Texas. The market area consists mostly of residential developments (i.e. single-family, multi-family, and mobile home or RV Parks), PSJA ISD schools, and commercial developments along Cage Boulevard and I Road. The market area is located within the PSJA (Pharr, San Juan, Alamo) Independent School District, and is serviced by Geraldine Palmer Elementary School, Kelly-Pharr Elementary School, Edith and Ethel Carmen Elementary School, Kennedy Middle School, Jaime Escalante Middle School, Liberty Middle School, Stephen F. Austin Middle School, PSJA Southwest High School, PSJA North High School., and PSJA High School. The major thoroughfares in the area include the following:

- Cage Boulevard (U.S. Highway 281), which is a north-to-south highway and is located to the east of the subject property; U.S. Highway 281 is a major highway connecting the Rio Grande Valley with San Antonio and the remainder of the State, as well as the Pharr/Reynosa International Bridge.

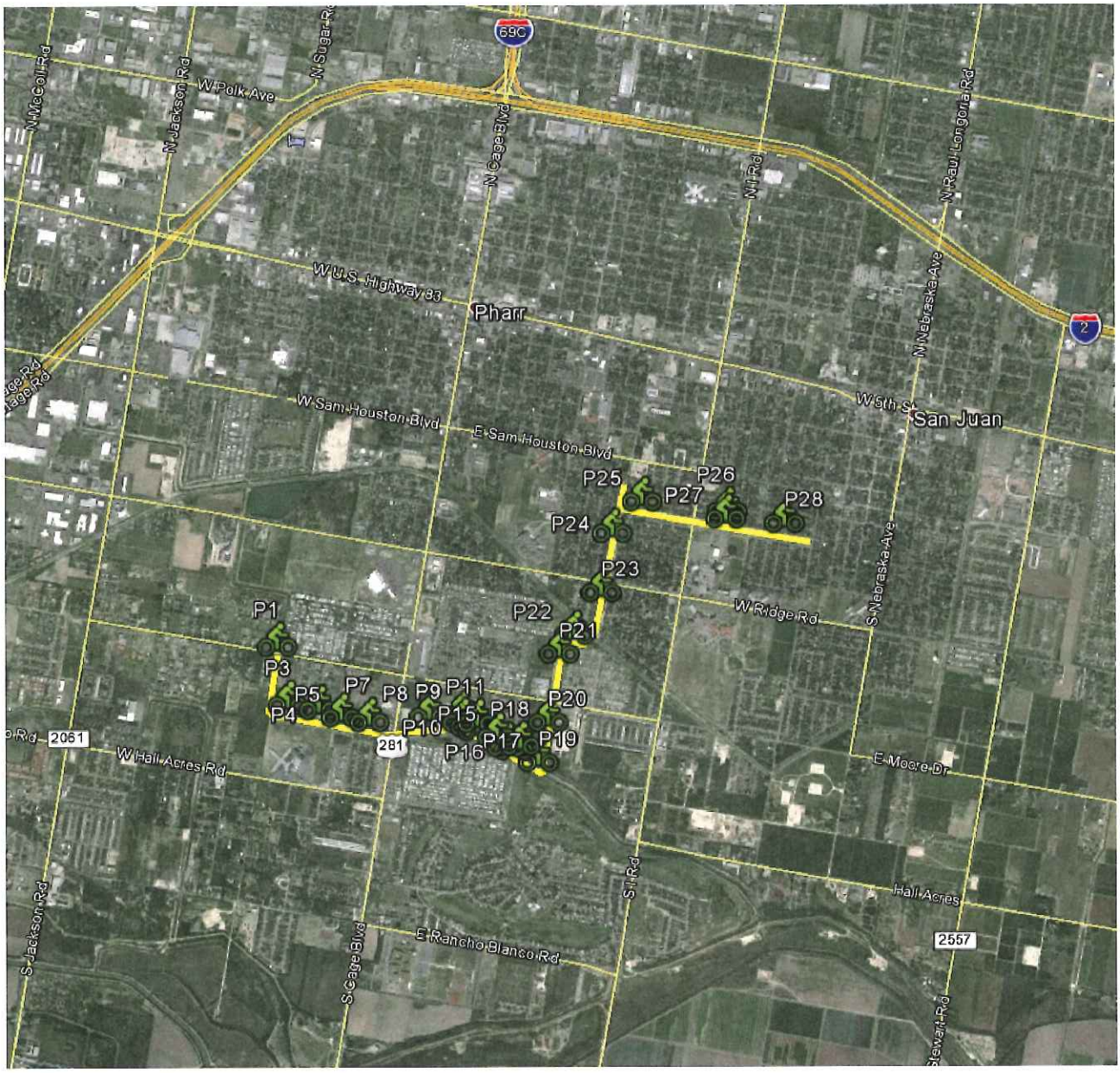
- Interstate 2 (U.S. Highway 83), which is located north of the subject property and is a major east-to-west thoroughfare for the entire Rio Grande Valley, which connects the Rio Grande Valley to Laredo.

- Military Highway, which is located south of the subject, and is a major east-to-west thoroughfare in the southern part of Hidalgo and Cameron Counties area and connects McAllen to the city of Brownsville.

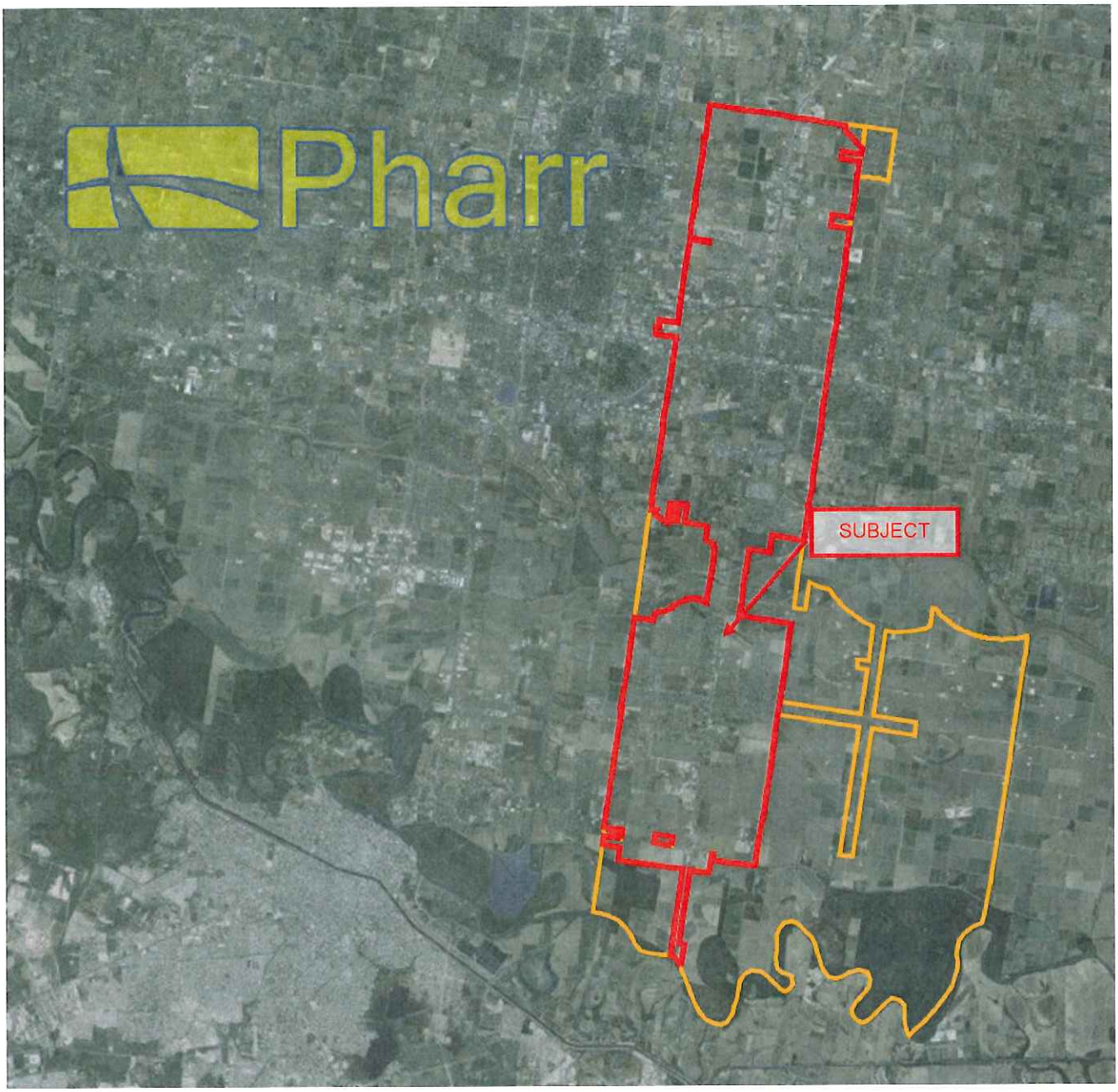
- Jackson Road, "I" Road, and Nebraska Avenue (Raul Longoria Road); These three roads are thoroughfares located nearby the subject property and are heavily traveled roads intersecting with Interstate 2 and Military Highway.

LINEAR PARK PROJECT

The following map indicates the scope of the proposed linear park project for which the subject property is being appraised as the park shall follow the existing drainage district canal system maintained by Hidalgo County Drainage District No. 1.



PHARR CITY LIMITS A& ETJ

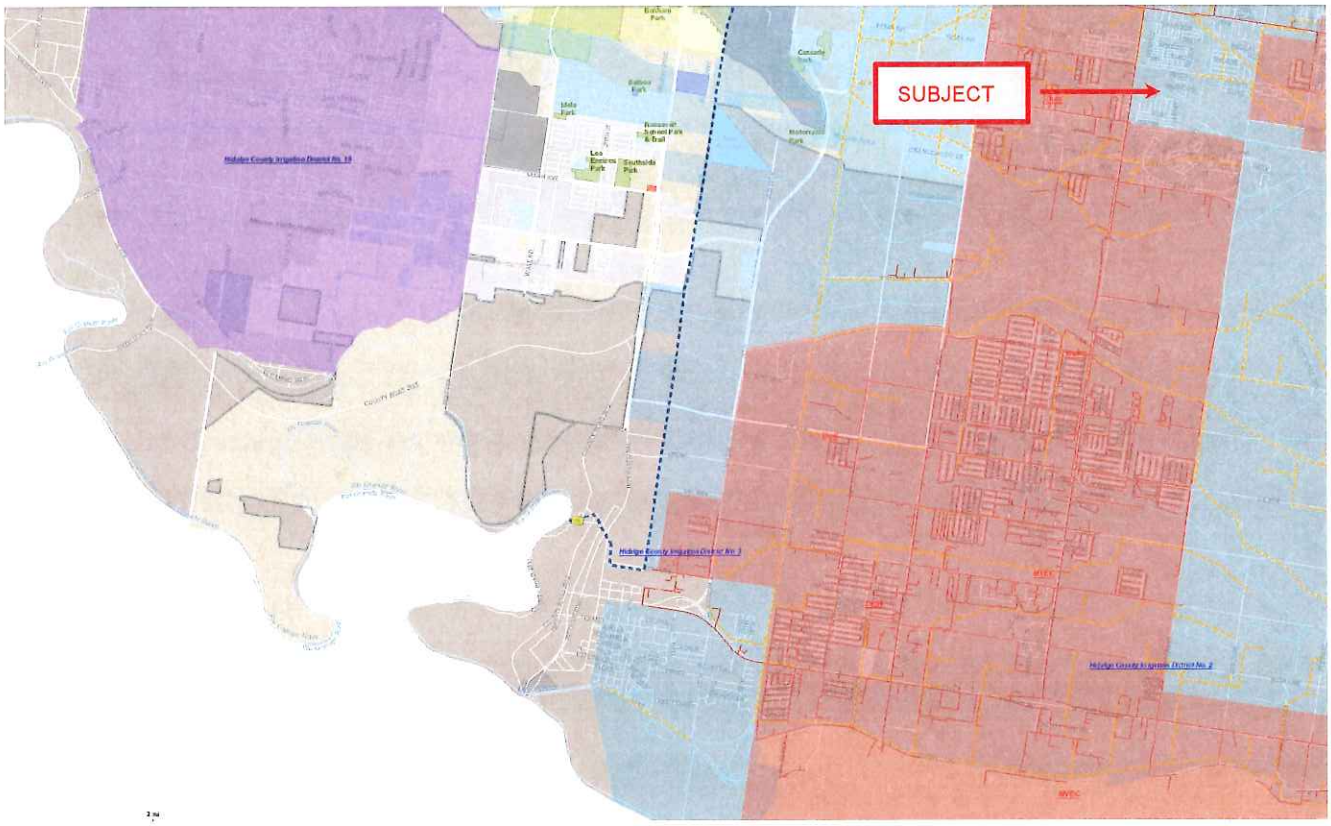


City of Pharr Limits
Extraterritorial Jurisdiction

www.pharr-tx.gov

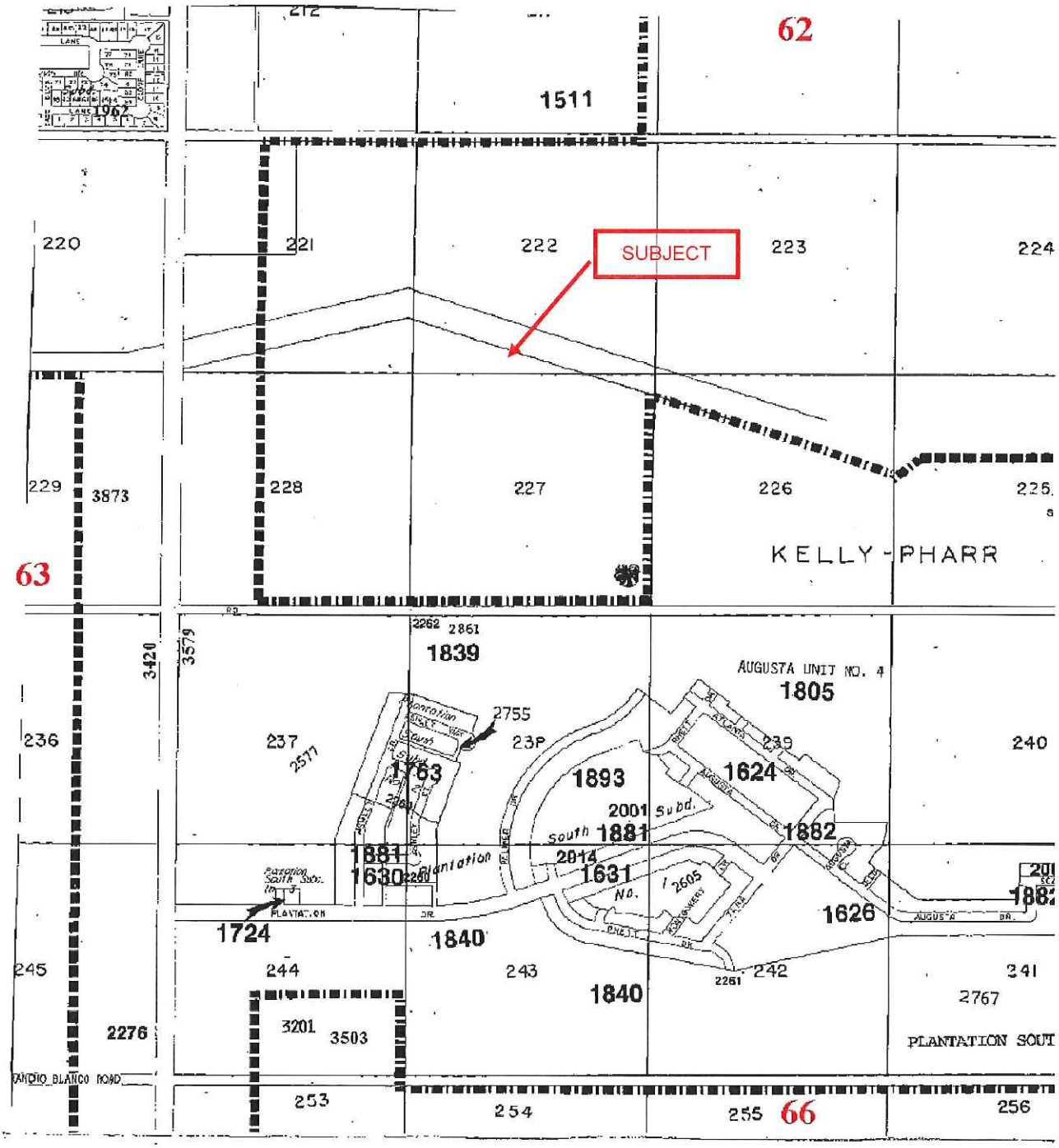
UTILITIES

According to the City of Pharr, the subject area does contain electricity, water and phone service. Other utility or public services in this region include multiple irrigation districts and drainage districts, as depicted within the following graphic.



www.Pharr-tx.gov

PLAT MAP OF PARENT TRACT



MUNICIPAL ZONING

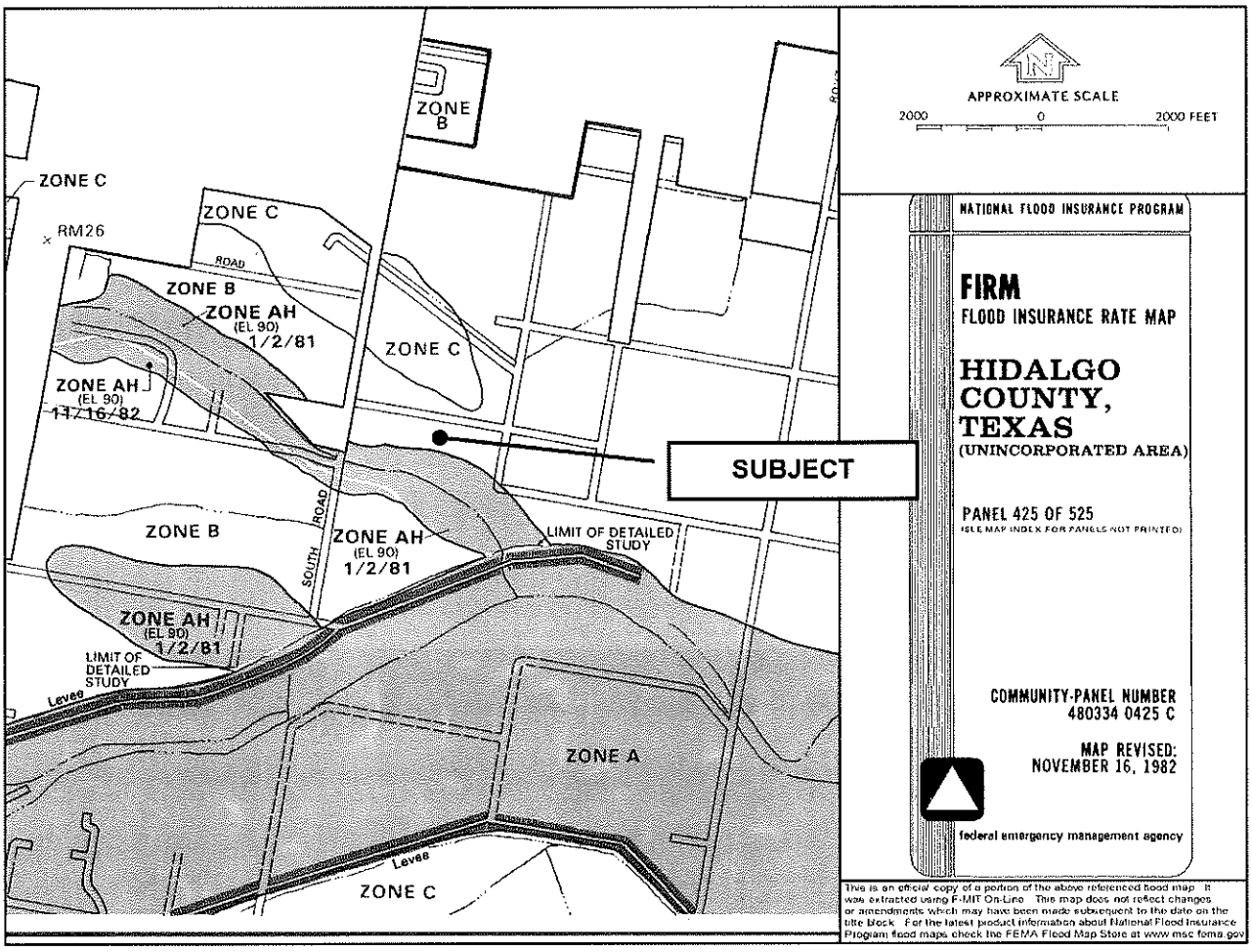
On Thursday, March 10, 2016, this appraiser contacted the City of Pharr Planning and Zoning Department which it was indicated that the property was currently zoned Drainage Easement (DE).



www.Pharr-tx.gov

FEMA FLOOD MAP

FEMA MAP No. _____ 480334025C
FLOOD ZONE DESIGNATION*_____ Zone B



Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

http://www.fema.gov/flood-zones

During the physical inspection of the subject property, it has been determined that the subject property sits in a Levee area and is considered a low-lying area prone to severe flooding situations. The probability increases due to our location within the Lower Rio Grande Valley, which is susceptible to hurricanes deriving from the Gulf of Mexico, which can create an adverse amount of rainfall within a small period of time resulting in flash flooding. In reviewing the flood map designated for the market area, it was indicated that the subject property is not located within a flood prone area.

PROPERTY TAX AND ASSESSMENT

OWNER OF RECORD OF EASEMENT	HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
PROPERTY TAX IDENTIFICATION NO.	704736
IMPROVEMENT VALUE	$ 0
LAND VALUE	$ 18,329
TOTAL ASSESSED VALUE	$ 18,329
EXEMPTIONS	

Account

Property ID: 704736 Legal Description: KELLY PHARR TRACT BNG AN IRR T/R E52'-W330'-S290' LOT 222 0.325AC GR 0.30AC NET;
Geographic ID: K2400-00-000-0222-24 Agent Code:
Type: Real
Property Use Code:
Property Use Description:

Location

Address: 417 CITY ROAD TX Mapsco:
Neighborhood: Map ID: CPR VOL3 PG133-134
Neighborhood CD:

Owner

Name: FUENTES MARIA CRUZ Owner ID: 631879
Mailing Address: 417 CITY RD PHARR, TX 78577-6725 % Ownership: 100.0000000000%
Exemptions:

Owner: FUENTES MARIA CRUZ
% Ownership: 100.0000000000%
Total Value: $18,329

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$18,329	$18,329	$0.00
CPR	CITY OF PHARR	0.654000	$18,329	$18,329	$119.87
DR1	DRAINAGE DISTRICT #1	0.095100	$18,329	$18,329	$17.43
GHD	HIDALGO COUNTY	0.590000	$18,329	$18,329	$108.14
JCC	SOUTH TEXAS COLLEGE	0.185000	$18,329	$18,329	$33.91
R17	ROAD DIST 17	0.000000	$18,329	$18,329	$0.00
SPA	PSJA ISD	1.399200	$18,329	$18,329	$256.46
SST	SOUTH TEXAS SCHOOL	0.049200	$18,329	$18,329	$9.02
	Total Tax Rate:	2.972500			
				Taxes w/Current Exemptions:	$544.83
				Taxes w/o Exemptions:	$544.83

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$0	$18,329	0	18,329	$0	$18,329
2015	$0	$18,329	0	18,329	$0	$18,329

HIGHEST & BEST USE

The highest and best use is defined as "The reasonably probable and legal use of vacant land / or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physically possibility, financial feasibility, and maximum productivity".

The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

The subject is part of a large network of drainage canals throughout Hidalgo County. Based on their existing use and future use, the overall highest and best use shall continue to be for public use. The Drainage District easement is restrictive in the overall use of the property by the underlying fee owner. However, the overall analysis of the part to be acquired required the appraiser to analyze the subject in an economic unit typically found in the immediate market area to determine the market value of the fee land (unencumbered). This economic unit shall be selected based on a single family residential development highest and best use.

DEFINITION OF MARKET VALUE

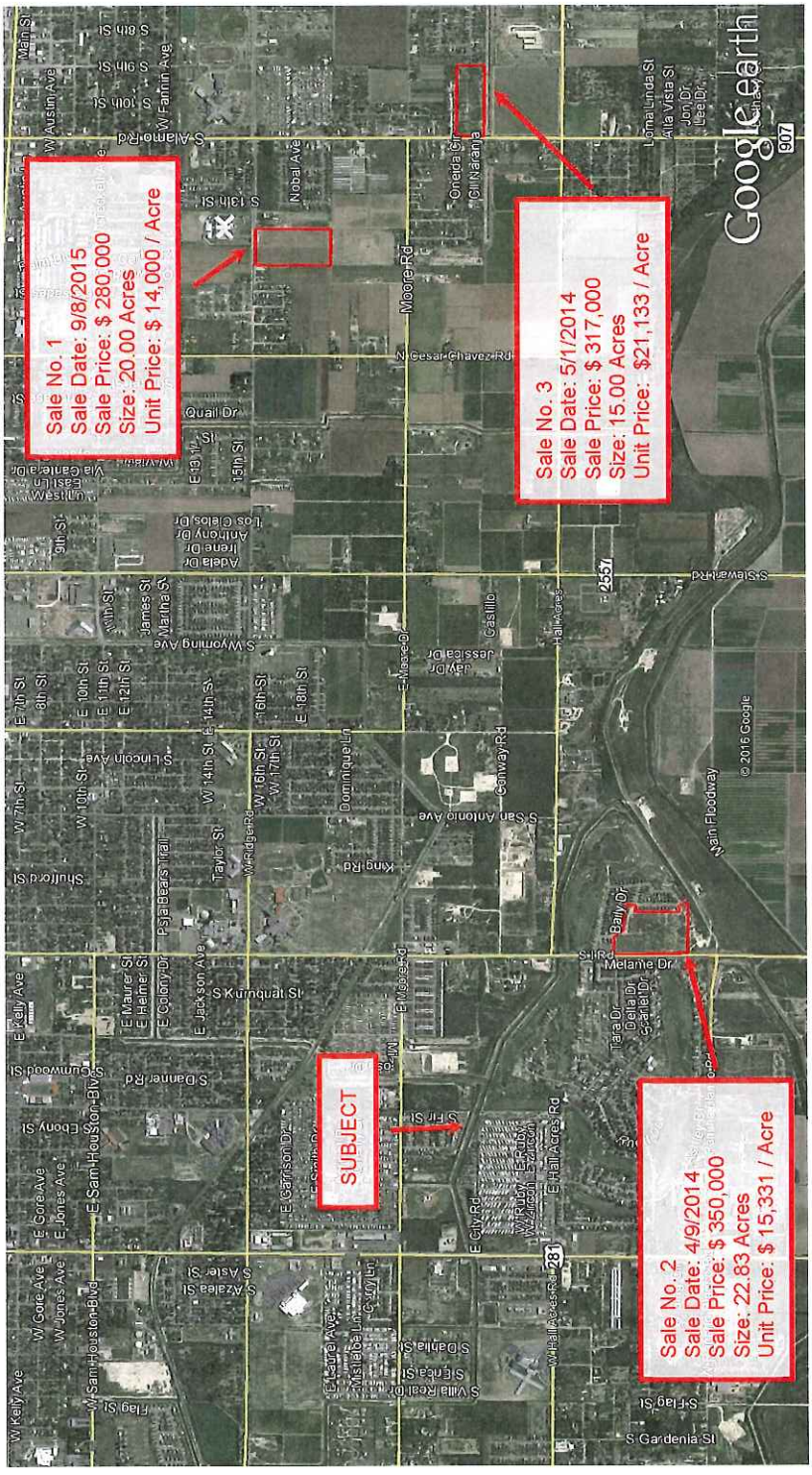
Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

- Buyer and Seller are typically motivated.
- Both parties are well informed or well advised, and each-acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

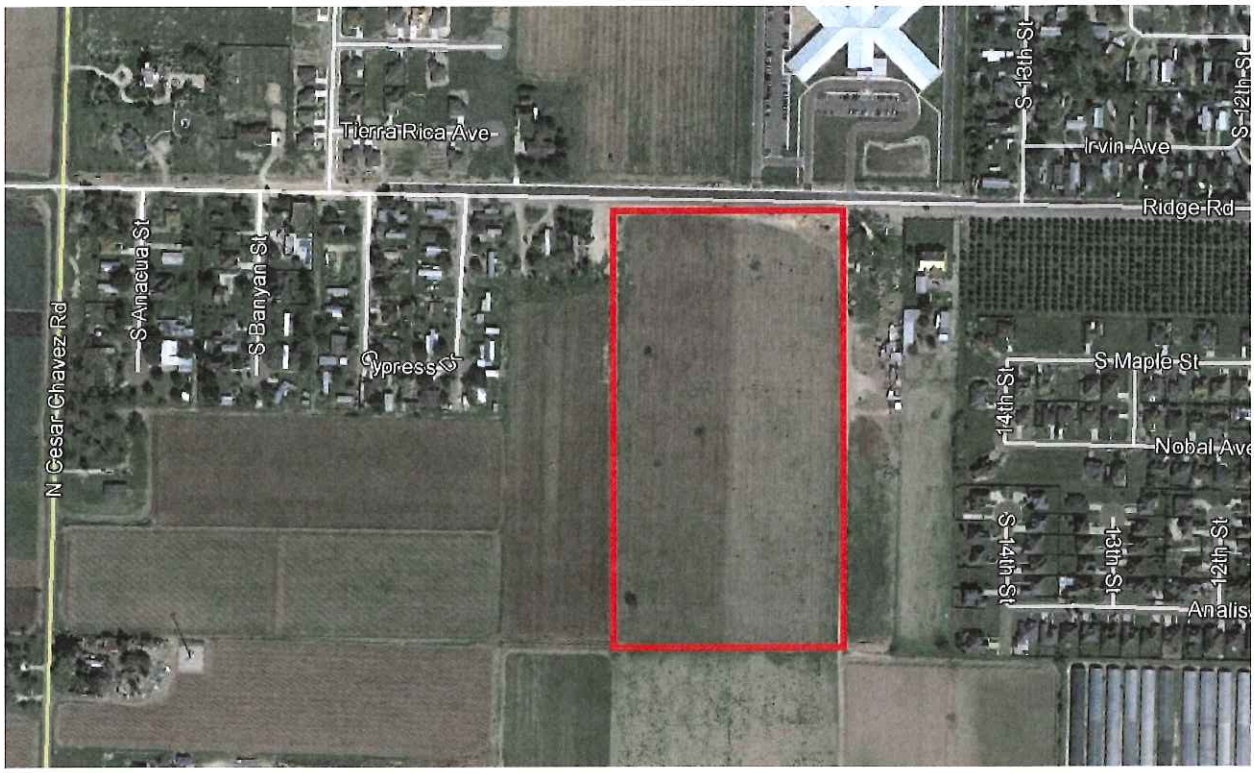
The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions.

COMPARABLE LAND SALES

The following sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.



SALE No. 1



Property Identification

Sales Record ID	2599
Property Type	Agricultural
Address	East Ridge Road, Alamo, Hidalgo County, TX, 78516
Recording Data	2643941
Grantor	Shell Gulf of Mexico Inc., a Delaware corporation
Grantee	Arturo Cortez
Sale Date	September 08, 2015
Terms & Conditions	
Verification	MLS: A147477S
Tax ID	A1800-00-032-0010-00
Land Size	20.000 Acres or 871,200 SF
Sale Price	$280,000
Unit Price	$14,000 / Acre
Topography	Level
Utilities	Public Water Available
Frontage	Ridge Road
Improvements	None / Vacant

Legal

The West 20 acres of the East 30 acres of Lot 10, Block 32 Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

SALE No. 2



Property Identification

Sales Record ID	1471
Property Type	Residential Single Family
Address	South I Road, San Juan, Hidalgo County, TX, 78589
Recording Data	2504073
Grantor	Plains Capital Bank
Grantee	Cuva Construction, LLC.
Sale Date	April 09, 2014
Terms & Conditions	
Verification	MLS: A156454S
Tax ID	J5700-00-014-0001-10
Land Size	22.830 Acres or 994,475 SF
Sale Price	$350,000
Unit Price	$15,331 / Acre
Topography	Level
Utilities	Public Water, Sewer
Frontage	South "I" Road
Improvements	None / Vacant

Legal

A tract of land containing 21.68 acres tract situated in the City of Pharr, Hidalgo County, Texas, and being a portion of Lot 1, Block 14, John Closner Et Al Subdivision.

SALE No. 3



Property Identification

Sales Record ID	2760
Property Type	Agricultural
Address	South Alamo Road, Alamo, Hidalgo County, TX, 78516
Recording Data	2509702
Grantor	Universal Truckers, Inc.
Grantee	JPO Enterprises, Inc.
Sale Date	May 01, 2014
Terms & Conditions	
Verification	MLS: C168522S
Tax ID	A1800-00-028-0004-00
Land Size	15.000 Acres or 653,400 SF
Sale Price	$317,000
Unit Price	$21,133 / Acre
Topography	Level
Utilities	Electric, Public Water, Telephone
Frontage	South Alamo Road
Improvements	None / Vacant

Legal

The 15.00 acre tract of land being the South 15.00 acres of Lot 4, Block 28, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas.

LAND SALES ANALYSIS

VALUATION GRID		REPRESENTATIVE COMPARABLE SALES		
	Subject	**Comp. No. 1**	**Comp. No. 2**	**Comp. No. 3**
Grantor	Frnscis Mesa Cavazos, a single woman	Shell Gulf of Mexico Inc.	Plains Capital Bank	Universal Truckers Inc.
Grantee	Maria Cruz Feuntes, a single woman	Arturo Cortez	Cuva Construction LLC	JPO Enterprises Inc.
Date		Sept. 8, 2015	April 9, 2014	May 1, 2014
Sales Price	$ -	$ 280,000	$ 350,000	$ 317,000
Unit Price		$ 14,000 / Acre	$ 15,331 / Acre	$ 21,133 / Acre
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -15%	Superior -10%	Similar -10%
Physical Characteristics	Rectagular / Economic Unit	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	All Municipal Utilities Available in Area	Similar 0%	Similar 0%	Similar 0%
Economic Unit	10.00 Acres	20.00 5%	22.83 5%	15.00 0%
	Net Adjustment	$ (1,400) -10%	$ (767) -5%	$ (2,113) -10%
	Indicated Unit Value	$ 12,600 / Acre	$ 14,564 / Acre	$ 19,020 / Acre

Unit Value of Fee Simple Area			**$ 18,500 / Acre**
Unit Value of Drainage Easement @ 90% of Fee Value			**$ 16,650 / Acre**
Unit Value of Encumbered Fee @ 10% of Fee Value			**$ 1,850 / Acre**
Value of Encumberd Fee	**0.0870 Acre**		**$ 161 / Acre**

During the analysis of the acquisition area, the value for the subject property as a whole and / or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and / or Grantees, Appraisers and local Realtors. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract.

PART TO BE ACQUIRED

The part to be acquired consists of a tract 75.65' foot x 52.33' tract of land out of Lot 222 of the Kelly-Pharr Subdivision with a total land area of 3,790 square feet or 0.0870 acres. This land is located along the southern boundary of Kelly-Pharr Subdivision. Utilities are located within the area and to the neighboring subdivision. The part to be acquired is currently being utilized for an existing drainage canal system that is in operation for said purpose. The area to be acquired shall continue for such purpose and may include other public use. The part to be acquired does not constitute an economic unit upon it-self and therefore for shall be valued as a pro-rata part of a selected economic unit for purposes of determining market value of the acquisition area.

The acquisition area is currently encumbered with an easement in the name of Hidalgo County Drainage District No. 1. The purpose of this acquisition is to acquire the underlying fee from the grantor of the easement and or the current owner of the underlying fee simple area as defined by title research provided. The easement area may be utilized for expanding existing drainage and or for other public use as deemed appropriate by the Hidalgo County Drainage District No. 1. Since the acquisition area is encumbered by an open drainage ditch / canal system, the majority of the bundles of rights to the fee simple estate have been acquired for purposes of the existing easement. Since the majority of rights have already been acquired and the limited existing use to the underlying fee is restricted by the existing easement, a discount to the fee simple market value is required. Therefore, the part to be acquired shall be valued at 10% of fee simple market value.

SURVEY

May 26, 2015
Revised December 11, 2015
Parcel 13
1 of 3 Pages

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 13

Being a 3,790 square foot or 0.0870 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.325 acre tract of land, conveyed to Maria Cruz Fuentes, as described in Document Number 1826487, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, said 3,790 square foot or 0.0870 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 222, Kelly-Pharr Subdivision;

Thence with the South line of said Lot 222, South 81°27'53" East a distance of 280.00 feet, and North 08°32'07" East a distance of 214.80 feet to a 5/8" iron pin (N=16,587,865.8784, E=1,088,186.2116) with plastic cap stamped "R.O.W.S. PROP COR." set for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** with the West line of said 0.325 acre tract of land, North 08° 32' 07" East a distance of 75.65 feet to the Northeast corner of a called 1.13 acre tract of land, as described in Volume 1657, Page 959, of the Deed Records, Hidalgo County, Texas, for the Northwest corner of this herein described tract of land;

2. **Thence** with the North line of said 0.325 acre tract of land, South 64° 17' 37" East a distance of 52.33 feet to the West line of the Rebecca Sanchez Chapa and husband, Hector Chapa tract of land, as described in Volume 1428, Page 839, of the Deed Records, Hidalgo County, Texas, and for the Northeast corner of this herein described tract of land;

3. **Thence** with the West line of said Rebecca Sanchez Chapa and Husband, Hector Chapa tract of land, South 08°32'07" West a distance of 75.95 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set for the Southeast corner of said 0.325 of an acre tract of land, and for the Southeast corner of this herein described tract of land;

4. **Thence** across and through said 0.325 of an acre tract of land, with the South line of said Hidalgo County Drainage District No. 1 Right of Way easement, North 63° 58' 50" West a distance of 52.42 feet to the **Point of Beginning** and being an 3,790 square foot or 0.0870 of an acre tract of land.

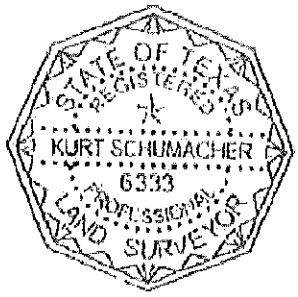
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

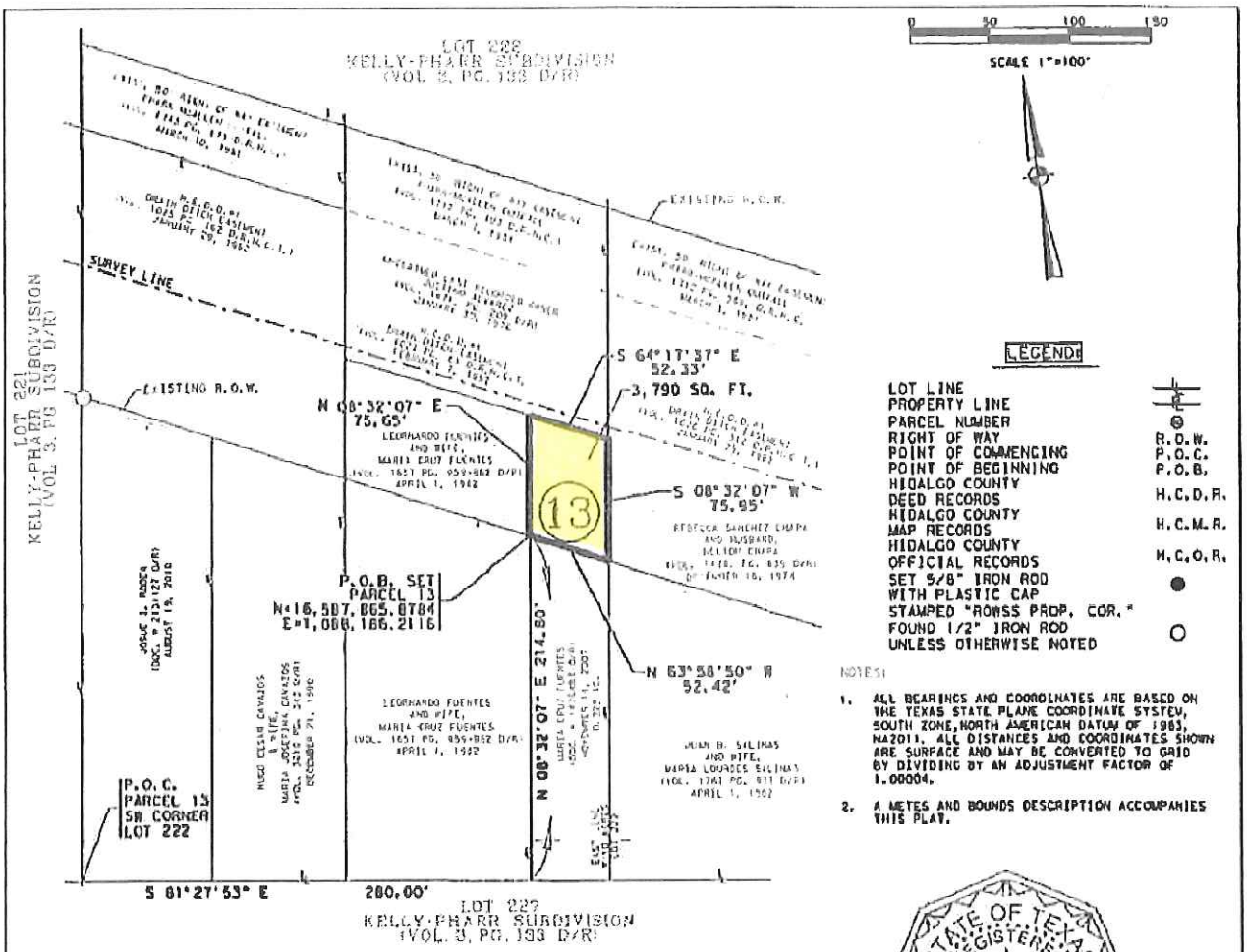
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⑬
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FELIPE GALVAN AND WIFE, TOMASA L. GALVAN, DATED JANUARY 8, 1982, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1027, PAGE 68, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY JUSTINO ALVAREZ, DATED MAY 16, 1979, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1635, PAGE 588, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, MAP RECORDS HIDALGO COUNTY, TEXAS.
4. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
5. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
6. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR
12/21/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 13
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

A 3,790 SQ. FT. (0.087 AC.)
TRACT OF LAND SITUATED IN LOTS 222, KELLY-PHARR SUBDIVISION

EXHIBIT A
PAGE 3 OF 3

TITLE COMMITMENT:
CHICAGO TITLE INSURANCE GUARANTY COMPANY PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: MARIA CRUZ FUENTES
GF No.: 0003162560
EFFECTIVE DATE: NOVEMBER 13, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 13
PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 E. STEWART RD. SUITE 13
MISSION, TEXAS 78572
(956) 584-0778
TBPLS REG. FIRM# 10193406

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

P13

Effective Date: November 13, 2015

GF No.: 0003162560

Commitment No. 0003162560, issued November 20, 2015, 12:00 AM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)

   Policy Amount:
   PROPOSED INSURED:

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

   Policy Amount: $0.00
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

   Policy Amount: $0.00
   PROPOSED INSURED:
   Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER

   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

MARIA CRUZ FUENTES (AS TO FEE SIMPLE TITLE)

HIDALGO COUNTY DRAINAGE DISTRICT #1 (AS TO EASEMENT ESTATE)

AERIAL MAP

ACQUISITION AREA HIGHLIGHTED IN YELLOW



PHOTOGRAPHS



Photo 1
An eastern view of the subject property along the southern boundary of the existing canal system.



Photo 2
A western view of the subject property along the southern boundary of the existing canal system.



Photo 3
A western street view of the canal road ROW. The subject property is on both sides in this photo.



Photo 4
An eastern street view of the canal road ROW. The subject property is on both sides in this photo.

REMAINDER BEFORE & AFTER ACQUISITION

The remainder before and after the proposed acquisition shall continue to be for public use. The proposed plan for the area of acquisition is for either expansion of the existing drainage system and or for a linear park for use by the public. The development of said park shall be performed by Hidalgo County Precinct No. 2 under the direction of the Honorable County Commissioner, Eduardo "Eddie" Cantu.

DIMINUTION OF MARKET VALUE

The diminution of market value refers to the damages assessed due to the part to be acquired. Based on the area to be acquired, the remainder shall not be affected in an adverse way affecting market value; therefore, no diminution of market value is indicated.

COST TO CURE

The Cost to Cure refers to the additional compensation required to replace site and or structural improvements to the remainder after in the event the depreciated cost is below replacement cost. However, since no improvements are indicated for the subject and the report is prepared under the hypothetical condition as vacant, no cost to cure is required.

RECONCILATION OF VALUE:

Based on the analysis of the subject property on the date of inspection, and the facts presented within this report, it is the opinion that as of March 10, 2016, the estimate of total compensation for the part to be acquired is indicated to be $161.00.

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and beliefs that the statement of fact contained within the report are true and correct and include the following:

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

Leonel Garza, Jr. & Associates, LLC has not performed an appraisal on the subject property within the last (3) three years.

Leonel Garza III
TX – 1328375-General

QUALIFICATION OF APPRAISER

Leonel Garza, Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

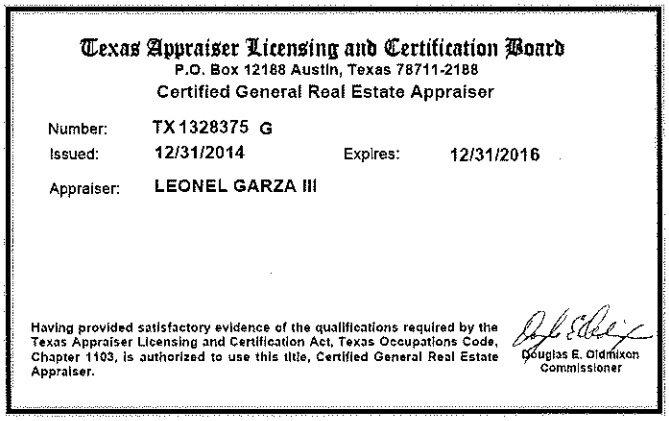
The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-Way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Former Member / Chairman)
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Former Member)
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
County Commissioner

PAY-MEMO

To: **Raul Sesin, (General Manager)**
Hidalgo County Drainage District No. 1
Attn: Lora Briones

From: **Mr. Jaime Salinas**
Precinct No. 2 Right of Way Agent

Date: **April 18, 2016**

Re: **Linear Park Project**
Parcel # 12 Maria Cruz Fuentes

==========

Mr. Sesin,

Attached, please find a copy of the unrecorded deed, appraisal report, and a signed AP-152 form signed by Maria Cruz Fuentes on the above-mentioned project. A check in the amount of $368.00 needs to made payable to Sierra Title and Maria Cruz Fuentes from account # ~~6-1204-431-00-124-007-0-711~~ set up for this project. The Original deed will be held by the Sierra Title and recorded as soon as payment to the landowner is processed. 16-110-433-006-4711 — PSJA DRAIN / PHARR-MCALLEN SOUTH DRAIN

Should you have any questions, please feel free to contact me at (956) 283-8134.

Thanks,

Approved 4/19 _____ _____
Raul Sesin General Manager

THE COUNTY OF HIDALGO TEXAS

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

MAY 0 3 2016

2:15 AM / PM
BY: Rosa Lee

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

Date: 4/4/2016

County: Hidalgo
Federal Project No.: N/A

Parcel: 12
Project: Hidalgo County Drainage District No. 1
Fee- simply Right of Way project

Maria Cruz Fuentes
417 City Road
Pharr, Texas 78577

Dear Mrs. Fuentes,

In acquiring property for the Hidalgo County Drainage District # 1 of the County of Hidalgo (the "County") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. It will be explained by the County's negotiator, Mr. Jaime Cruz or Mr. Jaime Salinas that a portion of your property located South Cage Boulevard, 0.23 miles south of West Moore Rd, 0.28 miles east along the south side of the drainage canal as described in the enclosed property description, is to be acquired for the fee ownership for the Drainage Ditch in question.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **$ 368.00** for your property, which includes **$ 368.00** for the property to be purchased and **$ 0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

If you wish to accept the offer based upon this appraisal, please contact Mr. Jaime Cruz or Mr. Jaime Salinas as soon as possible, at **(956) 787-1891**, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County/Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's/State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the County.

Attached is a copy of the County of Hidalgo/Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Lupe Rodriguez or Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County/Department, including the appraisal on which this offer is based.

Sincerely,

Mr. Jaime Salinas Pct # 2 Right of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

County: Hidalgo, Precinct 2
WA#10:Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 12

Being a 8,660 square foot or 0.1988 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 1.13 acre tract of land, conveyed by Warranty Deed to Leonardo Fuentes and Wife, Maria Cruz Fuentes, as described in Volume 1657, Page 959, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, said 8,660 square foot or 0.1988 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 222, Kelly-Pharr Subdivision;

Thence with the South line of said Lot 222, South 81°27'53" East a distance of 165.00 feet, and North 08°32'07" East a distance of 251.03 feet to a 5/8" iron pin (N=16,587,918.7698, E=1,088,077.8617) with plastic cap stamped "R.O.W.S. PROP COR." set for the Southwest corner and **Point of Beginning** of this herein described tract of land;

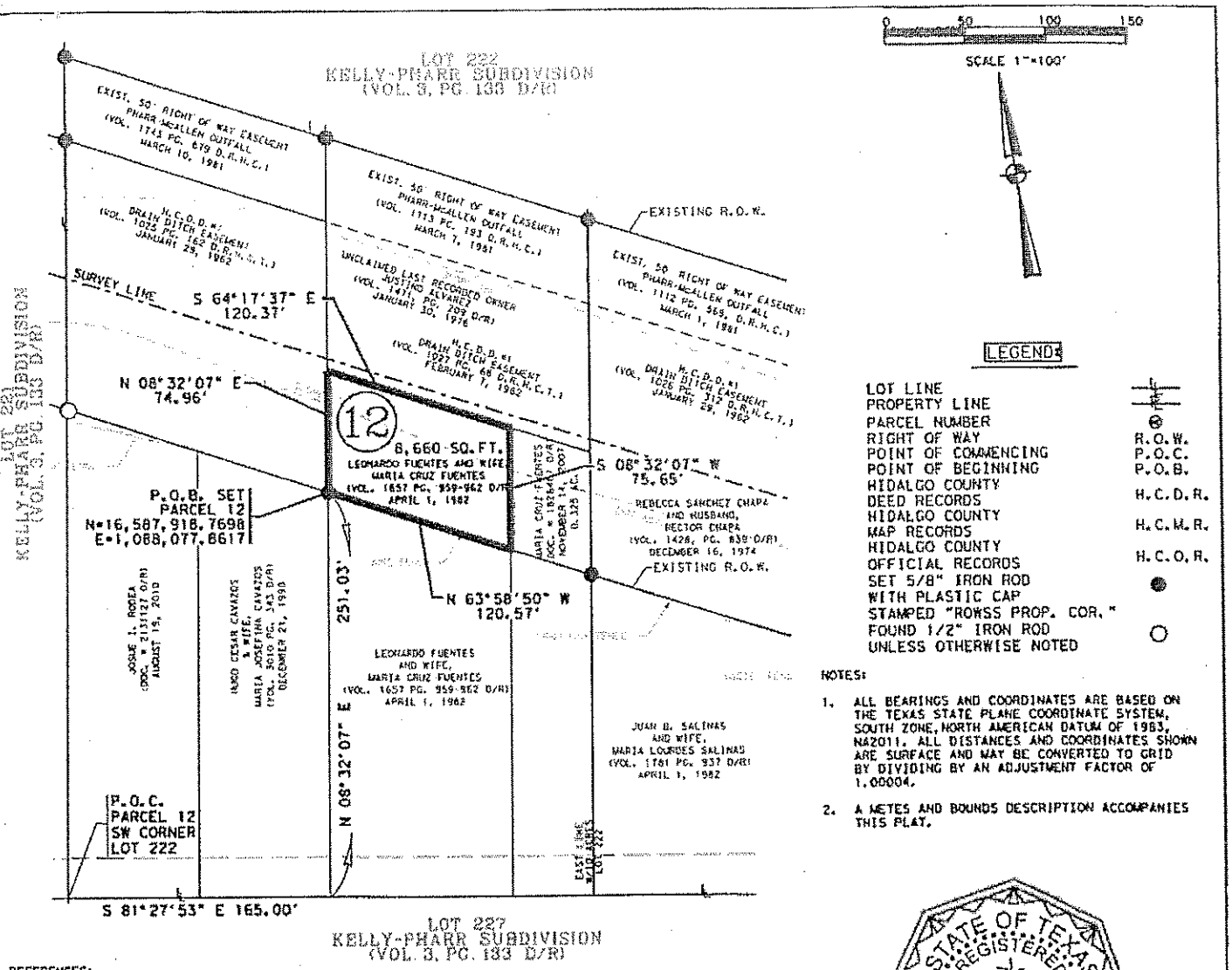
1. **Thence** with the West line of said called 1.13 acre tract of land, North 08°32'07" East a distance of 74.96 feet to the Northwest corner of said Leonardo Fuentes and Wife, Maria Cruz Fuentes tract o land and for the Northwest corner of this herein described tract of land;

2. **Thence** with the North line of said 1.13 acre tract of land, South 64°17'37" East a distance of 120.37 feet to the Northwest corner of a called 0.325 acre tract of land , as described in Document Number 1826487, of the Official Records, Hidalgo County, Texas, for the Northeast corner of said 1.13 acre tract of land and for a corner this herein described tract of land;

3. **Thence** with the West line of said 0.325 of an acre tract of land and the East line of said 1.13 acre tract of land, South 08°32'07" West a distance of 75.65 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set for the Southeast corner of this herein described tract of land;

4. **Thence** departing the West line of said 0.325 of an acre tract of land, across and through said 1.13 acre tract of land, North 63°58'50" West a distance of 120.57 feet to the **Point of Beginning** and being a 8,660 square foot or 0.1988 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.



LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⊗
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

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2. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY JUSTINO ALVAREZ, DATED MAY 16, 1979, FILED FOR RECORD IN THTE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1635, PAGE 588, DEED RECORDS HIDALGO COUNTY, TEXAS.
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4. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
5. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
6. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO.2

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

12/21/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 12
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

A 8,660 SQ. FT. (0.1988 AC.) TRACT OF LAND SITUATED IN LOTS 222, KELLY-PHARR SUBDIVISION

EXHIBIT A

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: MARIA CRUZ FUENTES
GF No.: 0003162561
EFFECTIVE DATE: NOVEMBER 13, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 12
PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD, SUITE 13
MISSION, TEXAS 78572
TBPLS REG. FIRM 10193886

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Parcel # 12

Date: April 13, 2016

Grantor: Maria Cruz Fuentes

Grantor's Mailing Address:

417 City Road

Pharr, Texas 78577

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.
Edinburg, Tx 78542

Consideration:

The sum of Three Hundred Sixty Eight and no/100 Dollars **($368.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Exceptions to Conveyance and Warranty:

Standby fees, taxes and assessments by any taxing authority for the year 2016 and subsequent years, the payment of which Grantee assumes. Continued on Exhibit "B" attached hereto and made a part hereto for all purposes.

Grantor, for the Consideration and subject to the Exceptions to conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Maria Cruz Fuentes

Maria Cruz Fuentes

The State of Texas §

County of Hidalgo §

This instrument was acknowledge before me on this 13th day of April ,2016 by Maria Cruz Fuentes.

Notary Public, State of Texas

After recording please return this instrument to:

Mr. Jaime Cruz or Jaime Salinas

Hidalgo County Pct. 2

300 W. Hall Acres Rd., Ste. G

Pharr, Tx 78577

NOTARY PUBLIC STATE OF TEXAS
JAIME ERNESTO SALINAS
Notary Public, State of Texas
My Commission Expires
MARCH 20, 2018

County: Hidalgo, Precinct 2
WA#10:Pct. 2 Regional Linear Park Project

Exhibit: _A_
FIELD NOTES FOR PARCEL 12

Being a 8,660 square foot or 0.1988 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 1.13 acre tract of land, conveyed by Warranty Deed to Leonardo Fuentes and Wife, Maria Cruz Fuentes, as described in Volume 1657, Page 959, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, said 8,660 square foot or 0.1988 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 222, Kelly-Pharr Subdivision;

Thence with the South line of said Lot 222, South 81°27'53" East a distance of 165.00 feet, and North 08°32'07" East a distance of 251.03 feet to a 5/8" iron pin (N=16,587,918.7698, E=1,088,077.8617) with plastic cap stamped "R.O.W.S. PROP COR." set for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** with the West line of said called 1.13 acre tract of land, North 08°32'07" East a distance of 74.96 feet to the Northwest corner of said Leonardo Fuentes and Wife, Maria Cruz Fuentes tract o land and for the Northwest corner of this herein described tract of land;

2. **Thence** with the North line of said 1.13 acre tract of land, South 64°17'37" East a distance of 120.37 feet to the Northwest corner of a called 0.325 acre tract of land , as described in Document Number 1826487, of the Official Records, Hidalgo County, Texas, for the Northeast corner of said 1.13 acre tract of land and for a corner this herein described tract of land;

3. **Thence** with the West line of said 0.325 of an acre tract of land and the East line of said 1.13 acre tract of land, South 08°32'07" West a distance of 75.65 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set for the Southeast corner of this herein described tract of land;

4. **Thence** departing the West line of said 0.325 of an acre tract of land, across and through said 1.13 acre tract of land, North 63°58'50" West a distance of 120.57 feet to the **Point of Beginning** and being a 8,660 square foot or 0.1988 of an acre tract of land.

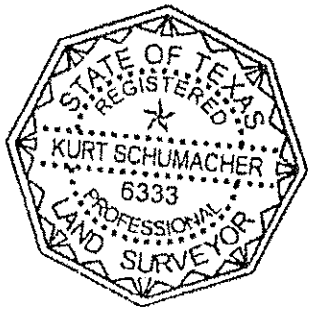
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

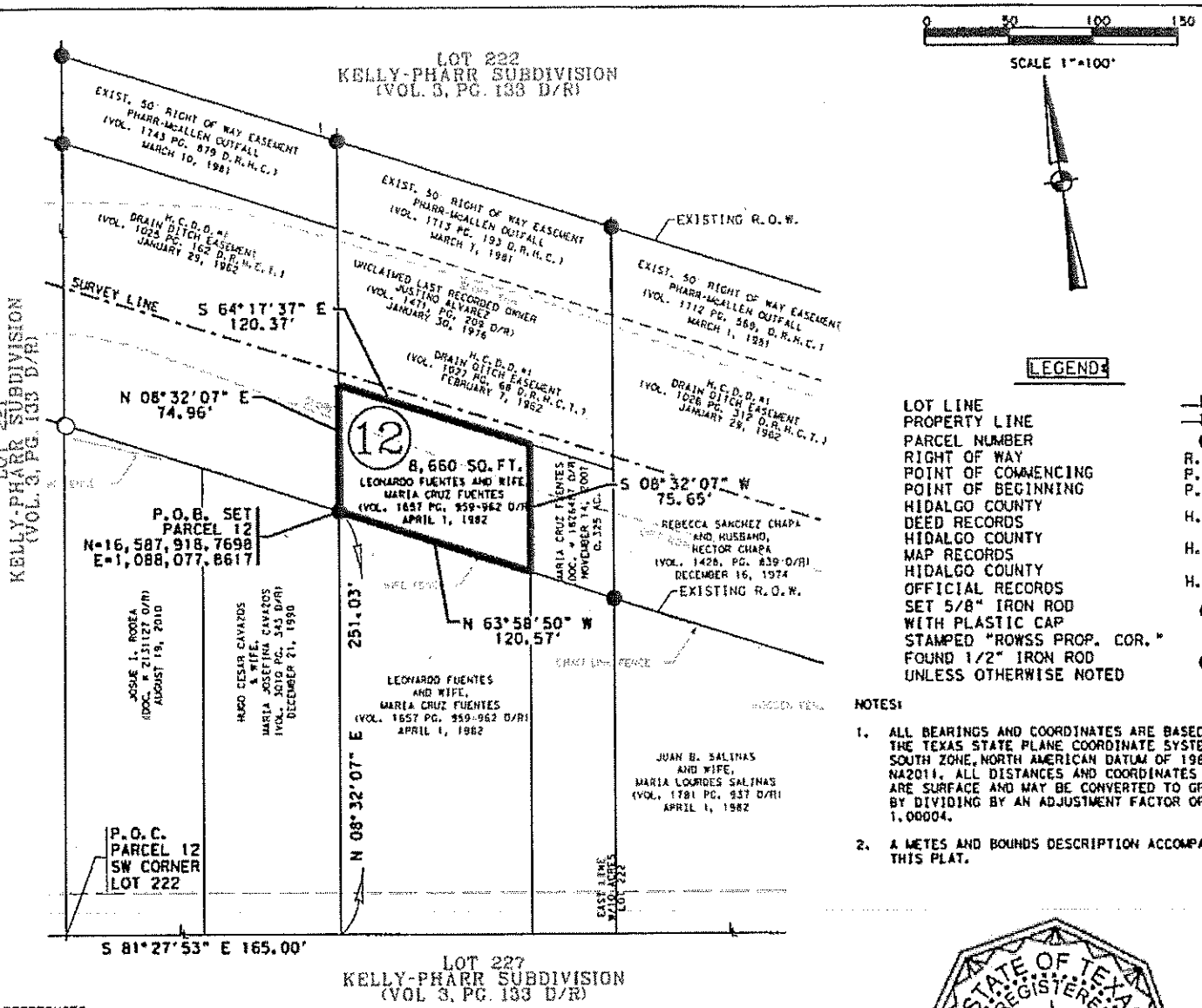
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⑫
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FELIPE GALVAN AND WIFE, TOMASA L. GALVAN, DATED JANUARY 8, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1027, PAGE 68, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY JUSTINO ALVAREZ, DATED MAY 16, 1979, FILED FOR RECORD IN THTE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1635, PAGE 588, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, MAP RECORDS HIDALGO COUNTY, TEXAS.
4. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
5. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
6. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

12/21/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 12
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

A 8,660 SQ. FT. (0.1988 AC.) TRACT OF LAND SITUATED IN LOTS 222, KELLY-PHARR SUBDIVISION

EXHIBIT A

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: MARIA CRUZ FUENTES
GF No.: 0003162561
EFFECTIVE DATE: NOVEMBER 13, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 12
PCT. 2 REGIONAL LINEAR PARK PROJECT, HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-5335
FAX.: (956) 585-7776
TBPLS REG. FIRM# 10193866

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER

CAROLE KEETON RYLANDER • COMPTROLLER OF PUBLIC ACCOUNTS
Claims Division
Austin, Texas 78774-0100

WHO MUST SUBMIT THIS APPLICATION -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Payee Identification Number (PIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

NOTE: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.

FOR ASSISTANCE -

For assistance in completing this application, please call the State Comptroller's Office at 1-800-531-5441, extension 3-3660, toll free nationwide. The Austin number is 512-463-3660. *(From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free. The Austin number is 512-463-4621.)*

NOTICE TO STATE AGENCIES -

When this form is used to set up additional mail codes, Sections I, II and V must be completed. State agencies may refer to the Texas Payee Information System Guide for additional information.

GENERAL INSTRUCTIONS -

- Please write only in white areas. (Shaded areas are for state agency use only.)
- Do not use dashes when entering Social Security, Federal Employer's Identification (FEI) or Comptroller's assigned numbers.
- Disclosure of your Social Security Number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), and TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon Supp. 1992). Your Social Security Number will be used to help the Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Att'y Gen. No. H-1255(1978).

SPECIFIC INSTRUCTIONS -

SECTION I - PAYEE IDENTIFICATION NUMBER

Enter a nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if the business is a partnership or corporation, etc. Enter a nine-digit Social Security Number or the nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if a sole owner. Enter the nine-digit Social Security Number if an individual recipient. The comptroller's assigned number is a number issued by the Texas Comptroller's Office for specialized usage. Please enter only ONE of these numbers and check the type of number entered. If known, enter the Texas Taxpayer Number in item 3.

SECTION II - PAYEE INFORMATION

Items 4 through 9 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in Item 6. Item 9 - Enter the city, state and ZIP code.

SECTION III - OWNERSHIP CODES

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's Office may be contacted at 512-463-5555 for information regarding Texas charter or file numbers.

SECTION IV - PAYMENT ASSIGNMENT

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include the assignment agreement between the assignee and the assignor.

SECTION V - COMMENTS AND IDENTIFICATION

Item 13 - Enter any additional information that may be helpful in processing this applicatiion. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

Linear Park Project
Parcel 12

Leonel Garza Jr & Associates LLC

Real Estate Appraisal Services

Project:	Precinct No. 2 Linear Regional Park Project
Owner of Record:	Maria Cruz Fuentes
Date of Appraisal	March 11, 2016

Hidalgo County Drainage District
C/o: Hidalgo County Precinct No. 2
300 W. Hall Acres, Pharr, Texas 78577

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Leonel Garza Jr. & Associates

Real Estate Appraisal Services

March 11, 2016

Hidalgo County Drainage District
C/o: Raul Sesin, Director
902 E. Doolittle Road
Edinburg, Texas 78542

TRACT: 12
Owner of Record: Maria Cruz Fuentes

Mr. Sesin:
In accordance with your request, we are presenting an appraisal report of the underlying fee simple land described as part of the parent tract of the Kelly-Pharr Subdivision, encumbered by an existing Hidalgo County Drainage District No. 1 Easement. The scope of the assignment is to value the subject property as per date of inspection, in order to determine the current market value of the encumbered fee portion of property currently utilized for a drainage canal. This acquisition shall be recorded in the name of Hidalgo County Drainage District No. 1. This report is for the sole use and analysis by the Hidalgo County Drainage District No. 1 and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) as per scope of the assignment. The report is limited to the information provided by the client and by other public information sources such as the Hidalgo County Appraisal District, Hidalgo County Deed Records and the Hidalgo County Tax Office and is limited to the on or off-site inspection of the proposed acquisition area.

This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, a General Certified Real Estate Appraiser, personally inspected the subject property on March 10, 2016 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value. Information provided by the client was utilized for the determination of market value and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is the Hidalgo County Drainage District. The report has been developed based on the knowledge that said acquisition area shall be utilized for the public use indicated to be for a linear park to be developed by Hidalgo County Precinct No. 2.

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $368 as of the most recent inspection (visit) of the subject on March 10, 2016, based upon my independent appraisal and the exercise of my professional judgment; on March 10, 2016, (date)(s), I personally inspected in the field the property herein appraised. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Drainage District No. 1 or until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? ___No___ (yes or no)
2. If so, is the denial of direct access material? ___N/A___ (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00 .

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,

Leonel Garza III
TX-1328375-General

APPRAISAL SUMMARY

Parcel No.	12
Easement Owner of Record	Hidalgo County Drainage District No. 1 902 North Doolittle Road, Edinburg, Texas
Fee Simple Owner	Maria Cruz Fuentes 417 City Road, Pharr, Texas
Physical Location	South Cage Boulevard, 0.23 miles south of West Moore Road, 0.28 miles east along the south side of the drainage canal.
Date of On-Site Visit	March 10, 2016
Type of Property/Existing Use	Drainage Easement / Public Use
Legal Description (Parent Tract)	1.13 acres of land more or less and being that part of the East Five acres (E5) of the West Ten acres (W10) of Lot Two Hundred Twenty-two (222), Kelly Pharr Subdivision of lands out of Porcion 69 and 70, Hidalgo County, Texas.
Acquisition Area	0.1988 Acres
Remainder Area	None Indicated
Property Rights Appraised	Easement Value
City Zoning Ordinance	Drainage Easement (DE)
Flood Zone Designation	Zone B
Utilities Available	All Municipal Utilities Available

APPRAISAL CONCLUSION

Market Unit Rate (Fee Simple)	$ 18,500 / Acre
Encumbered Fee Unit Rate	$1,850 / Acre
Acquisition Area Value	8,660 Square Feet (0.1988 Acres)
Improvements with Acquisition Area	None Indicated To Be Compensable
Total Compensation	**$368**

PURPOSE OF THE ASSIGNMENT

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010 by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement," in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." The final determination of compensation shall be based on the value of the underlying fee of the area held by Hidalgo County Drainage District No. 1.

CLIENT AND INTENDED USER

The client and intended user of this report is identified as Hidalgo County Drainage District No. 1 in conjunction with Hidalgo County Precinct No. 2. Hidalgo County Precinct No. 2 has a local office at 300 W. Hall Acres, Pharr, Texas 78577. Jaime Salinas and Jaime Cruz, right of way agents for Precinct No. 2 shall be negotiating the acquisition of said parcel. They can be contacted directly at (956) 787-1891.

INTENDED USE

The intended use of the report is to provide a market valuation of the proposed acquisition area and in order for Hidalgo County Drainage District and / or assigns for assistance in the purchase of said the fee simple portion of said easement area. This report shall be utilized for negotiations and eminent domain proceedings (if necessary). The appraisal shall assist the determined negotiator the market value for the purchase of all or part of the area identified by survey, which is encumbered with an easement in the name of Hidalgo County Drainage District No. 1. This appraiser does not authorize the unintended use of the report for any other purpose without the written consent of Leonel Garza III.

SCOPE OF ASSIGNMENT

By Purchased Order No. 628904 from Hidalgo County Drainage District No 1 on March 10, 2016, a request for Leonel Garza Jr. & Associates, LLC to prepare an appraisal report of the fee simple estate of the part to be acquired. The client indicated that the scope of the assignment is to determine the underlying fee simple land value of the subject property and any contributory value of the site improvements located within the part to be acquired and diminution of market value (if any). Market sales within the area and / or comparable market areas are to be identified and analyzed for the determination of market value of the proposed acquisition area as per date of on or off-site inspection.

- In the event, access is not granted or any written or verbal communication has not been made with owner of record, appraiser is to proceed off-site. The owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The market area shall be researched in order to identify comparable sales to the subject property.
- Appraiser is to determine the most applicable approach to market value for valuation of the subject property. This will include each segment of value; Whole Property, Part To Be Acquired, Remainder Before and After Acquisition as they apply to the subject property as they apply to the subject property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the owner of record or representative, shall be given a stated value for purposes of the report.
- Personal property is not to be included in the valuation of the subject property.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement" in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal, "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate."

PARTIAL ACQUISITION METHODOLOGY

The method of valuation involved in this project is set forth by the State of Texas when the governmental retained right of eminent domain is exercised. The Texas Constitution permits the acquisition of private property for public use (eminent domain), but it requires that any such acquisition entitles the owner to just compensation and that it shall be by the due process of the law of the land. The law dictates that the value of the whole property, the value of the part taken, the value of the remainder before the taking and the value after the taking be ascertained. The law allows for the offset of damages by enhancement if the enhancement is specific to the subject property. In the valuation of the proposed easement(s), the appraisers have taken into consideration the rights being taken and the contributory value of the land affected by this project. The percentage of the fee value acquired in the acquisition of the easement is based on two basic effects: 1) the Legal Encumbrance of the easement rights and obligations; and 2) the Physical Use of the easement areas.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is required that no other easements or encumbrances are located within the part to be acquired.

HYPOTHETICAL CONDITIONS

The subject property is utilized in part with a large network of drainage canals that extend throughout this portion of Hidalgo County managed and controlled by the Hidalgo County Drainage District No. 1. The improvements located within the easement area are owned and maintained by the District and shall not be included in the total compensation indicated within the report. Therefore, the hypothetical condition that the subject is vacant as per date of report.

JURISDICTIONAL EXCEPTION RULE

If any part of the *Uniform Standards of Professional Appraisal Practice* is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction. For the purposes of this assignment, in valuing the whole property before the taking, we have disregarded any increase or decrease in the market value of the property caused by the public improvement for which part of the property is being taken, or by the likelihood that the property would be taken. Therefore, no enhancement to market value (if any) shall be considered based on project influence.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza, Jr. & Associates, LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment for an additional fee.

ACCESSIBILITY OF SUBJECT

Hidalgo County Drainage District No. 1 allowed the appraiser to access the easement though the series of canals leading to the subject property from existing road right of way near the acquisition area.

DATE OF REPORT

The effective date of report is March 11, 2016.

EFFECTIVE DATE OF VALUE

The effective date of appraised value is based on the most recent on-site or off-site visit to said property which is, March 10, 2016.

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the course of the report. The report is also conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws, unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.

10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

11. Any sketch the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

12. The appraiser accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.

13. No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.

14. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.

15. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

16. No assurance is provided that the methodology and/or results of the appraisal will not be successfully challenged by the Internal Revenue Service. In particular, the methodology for appraising certain types of properties, including without limitation, government subsidized housing, which has been the subject of debate. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

18. All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.

19. No evidence or documentation has been provided as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal. The only method of determining flood zone in the area is by way of FEMA Flood Map designations of which are subject to change.

20. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested with the client.

21. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

22. No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Leonel Garza III, President of Leonel Garza Jr. & Associates, LLC.

MARKET ANALYSIS

Pharr, Texas, is located in southern Hidalgo County, at the intersection of Interstate 69C and Interstate 2, and is part of the McAllen-Edinburg-Mission MSA. The McAllen-Edinburg-Mission MSA is defined by the United States Census Bureau as all of Hidalgo County, and is anchored by the cities of McAllen, Edinburg, Mission, and Pharr. According to the 2010 census, Pharr had a population of 70,400, which was indicated to be a ±51% increase from the 2000 census of 46,660. Since the commencement of NAFTA Pharr has established itself as one of the hubs of transportation and industrial types of businesses, and has also benefited from the "Maquiladora" or Twin Plant program with manufacturing plants on the Mexican and United States sides. Pharr is neighbored on the north by the city of Edinburg, the cities of McAllen and Hidalgo along the west, the city of San Juan to the east and the Rio Grande River to the south (the international border of Mexico and the United States).

The Pharr-Reynosa International Bridge is one of the most important ports of entry along the United States – Mexico border. The bridge was open to the public on November of 1994, and is now one of the top land ports of entry along the US-Mexico border. The crossing is the longest border crossing in the world with a total length of 7.6 miles, with an average vehicle crossing of 1.4 million per for the year of 2011-2012. The Pharr/Reynosa International Bridge's popularity stems from fast crossing times due to the drive-thru x-ray machines the US Customs Service installed, along with a portable unit. The Pharr/Reynosa International Bridge is expected to be the starting point of the I-69 Corridor (NAFTA Highway). The city of Pharr has an abundant amount of land suited for retail and industrial use, with the city of Pharr planning to spend over $500,000,000 on infrastructure improvements over the next ten (10) years. $4,000,000,000 has been planned for transportation improvements over the next twenty (20) years, which includes the proposed Hidalgo County Loop. The southern portion of the Loop project is planned to expand the existing two-lane Military Highway to a four/six-lane road connecting all of the international bridges in southern Hidalgo County.

The market area is described as being located in-between Jackson Road and Nebraska Avenue, south of U.S. Business Highway 83, and north of the Main Floodway in Pharr, Texas. The market area consists mostly of residential developments (i.e. single-family, multi-family, and mobile home or RV Parks), PSJA ISD schools, and commercial developments along Cage Boulevard and I Road. The market area is located within the PSJA (Pharr, San Juan, Alamo) Independent School District, and is serviced by Geraldine Palmer Elementary School, Kelly-Pharr Elementary School, Edith and Ethel Carmen Elementary School, Kennedy Middle School, Jaime Escalante Middle School, Liberty Middle School, Stephen F. Austin Middle School, PSJA Southwest High School, PSJA North High School., and PSJA High School. The major thoroughfares in the area include the following:

- Cage Boulevard (U.S. Highway 281), which is a north-to-south highway and is located to the east of the subject property; U.S. Highway 281 is a major highway connecting the Rio Grande Valley with San Antonio and the remainder of the State, as well as the Pharr/Reynosa International Bridge.

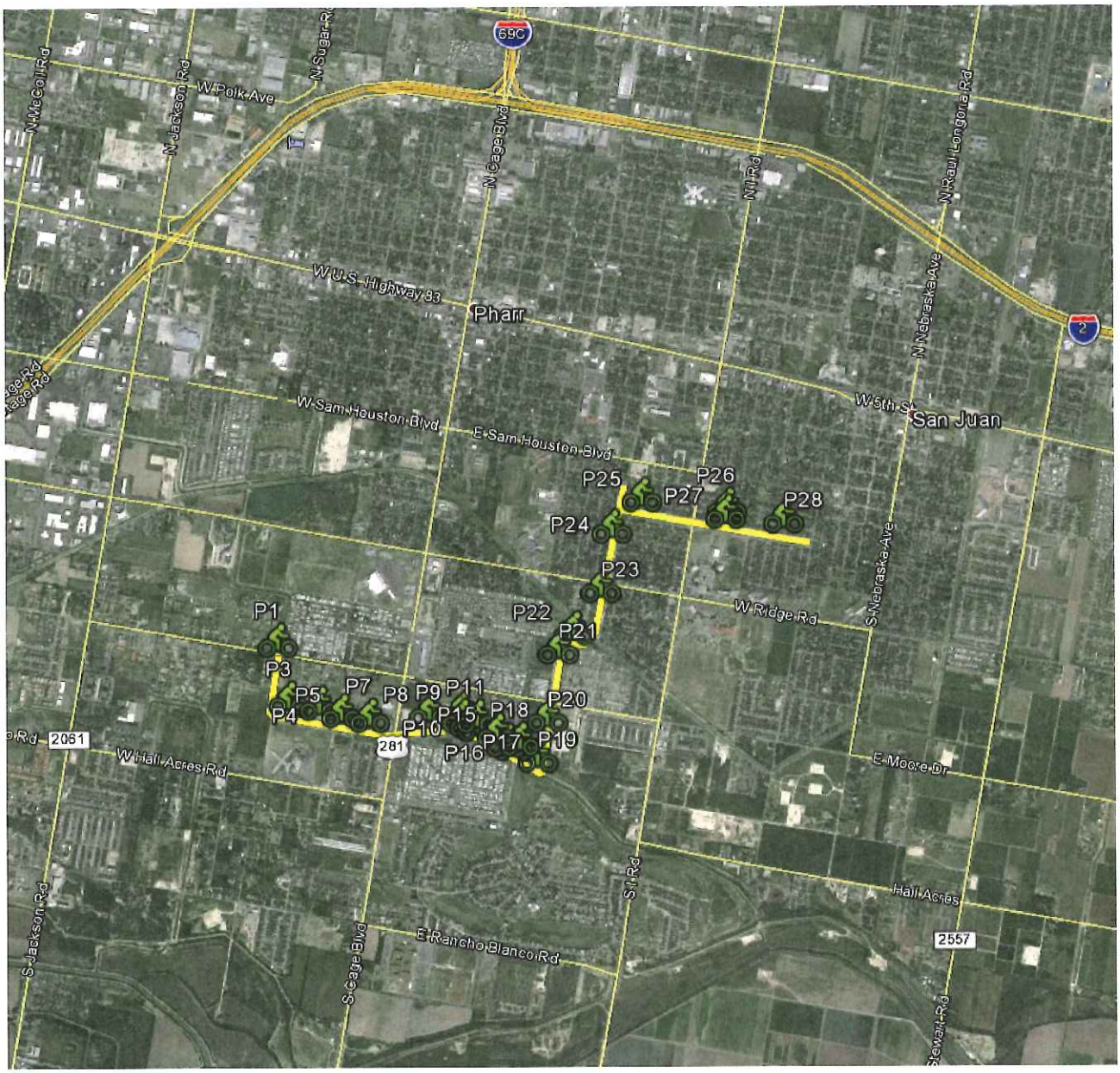
- Interstate 2 (U.S. Highway 83), which is located north of the subject property and is a major east-to-west thoroughfare for the entire Rio Grande Valley, which connects the Rio Grande Valley to Laredo.

- Military Highway, which is located south of the subject, and is a major east-to-west thoroughfare in the southern part of Hidalgo and Cameron Counties area and connects McAllen to the city of Brownsville.

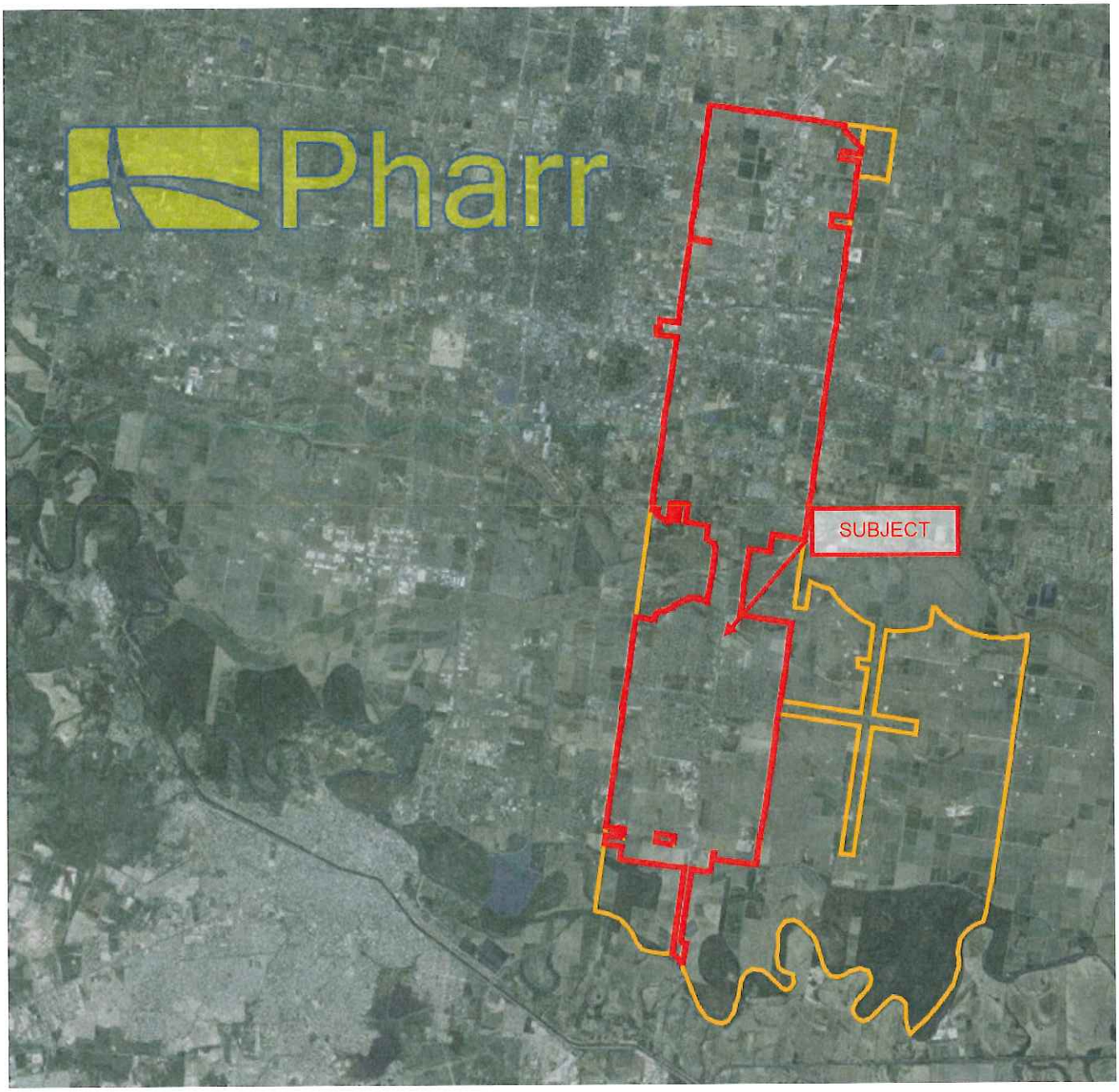
- Jackson Road, "I" Road, and Nebraska Avenue (Raul Longoria Road); These three roads are thoroughfares located nearby the subject property and are heavily traveled roads intersecting with Interstate 2 and Military Highway.

LINEAR PARK PROJECT

The following map indicates the scope of the proposed linear park project for which the subject property is being appraised as the park shall follow the existing drainage district canal system maintained by Hidalgo County Drainage District No. 1.



PHARR CITY LIMITS & ETJ

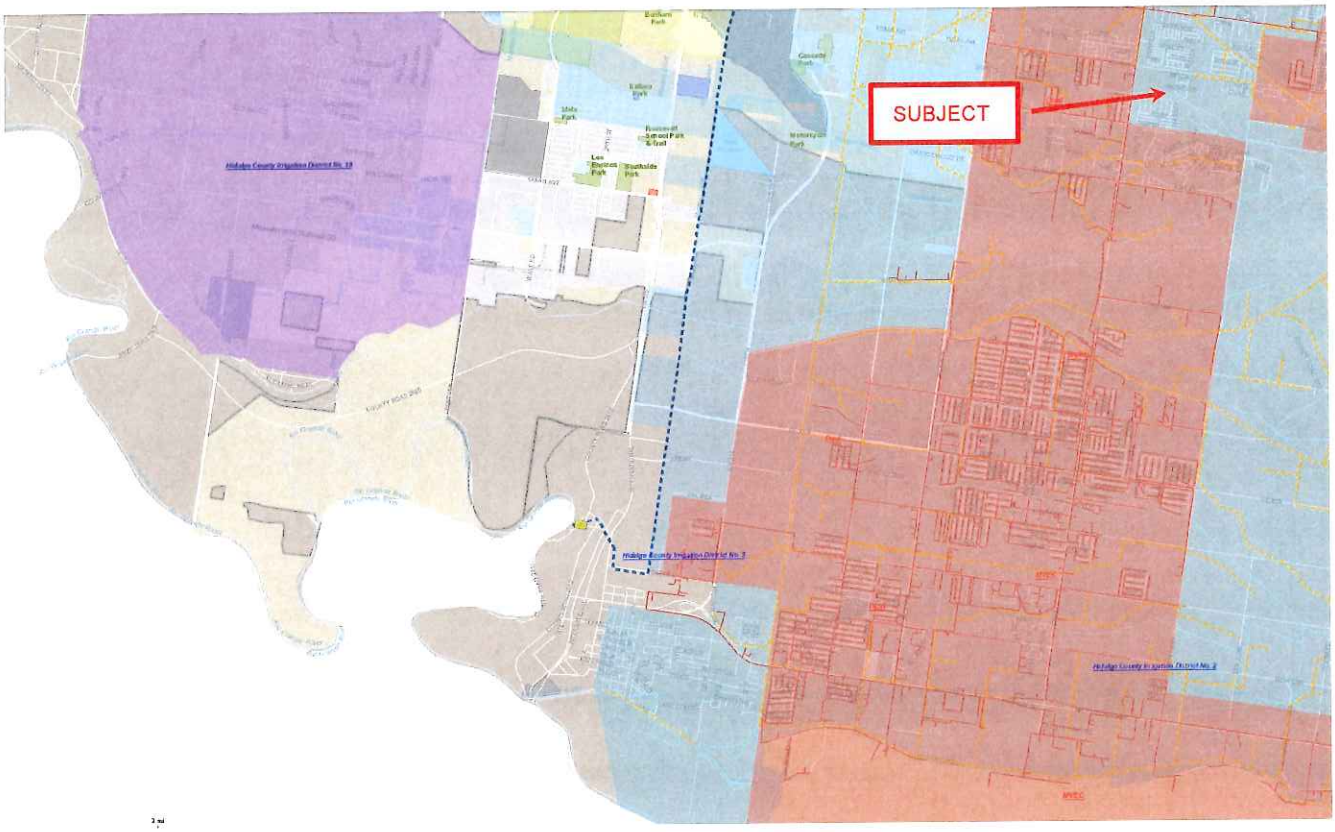


City of Pharr Limits
Extraterritorial Jurisdiction

www.pharr-tx.gov

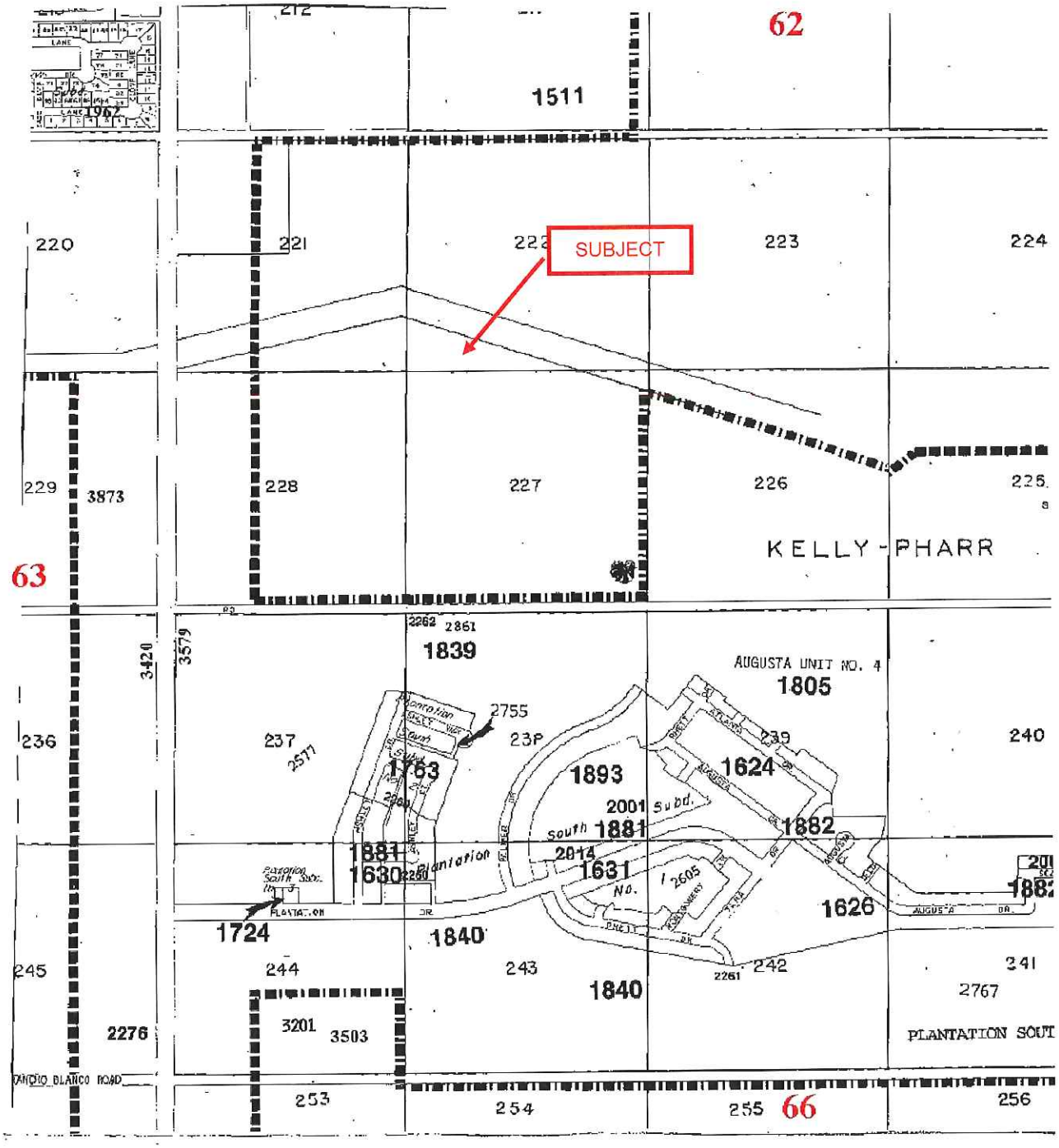
UTILITIES

According to the City of Pharr, the subject area does contain electricity, water and phone service. Other utility or public services in this region include multiple irrigation districts and drainage district, as depicted within the following graphic.



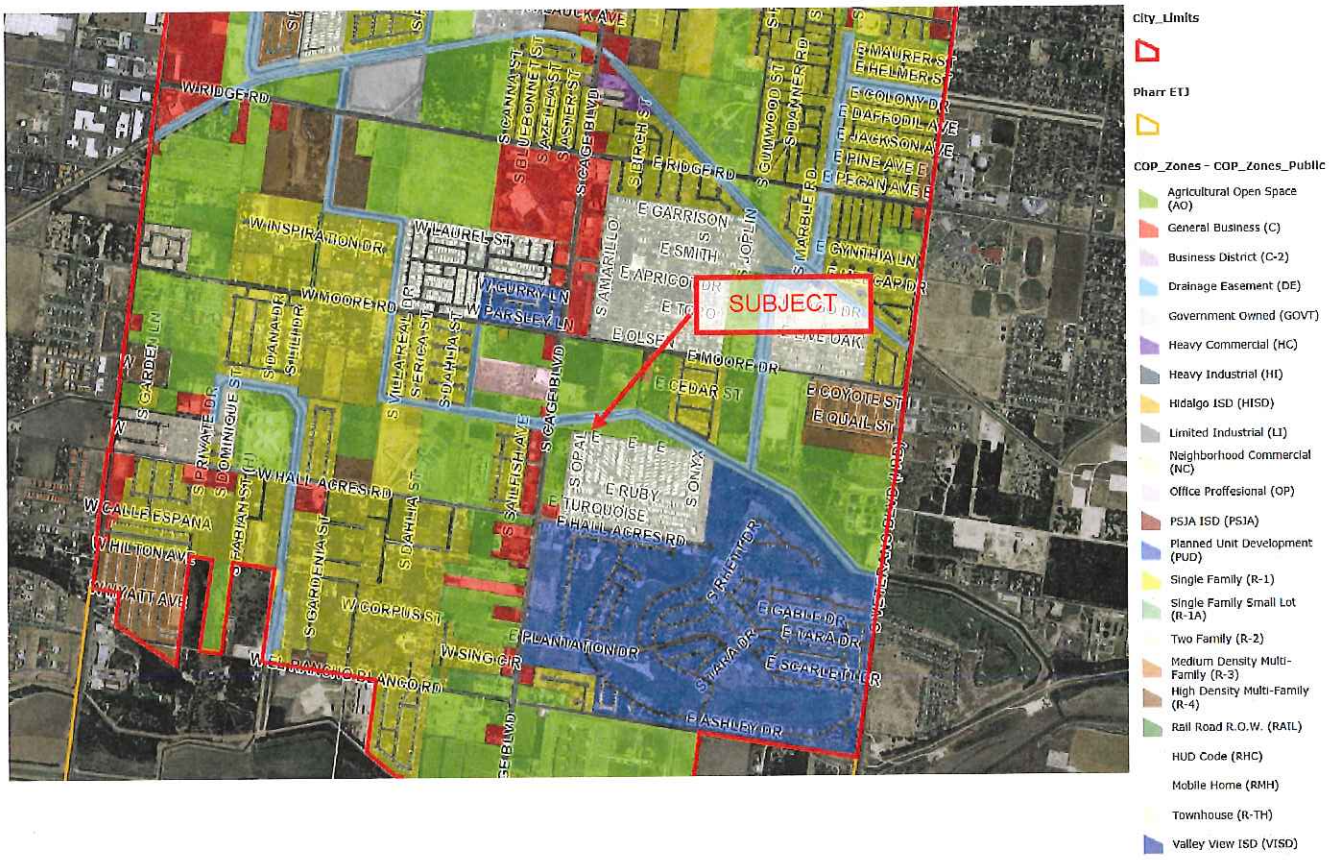
www.Pharr-tx.gov

PLAT MAP OF PARENT TRACT



MUNICIPAL ZONING

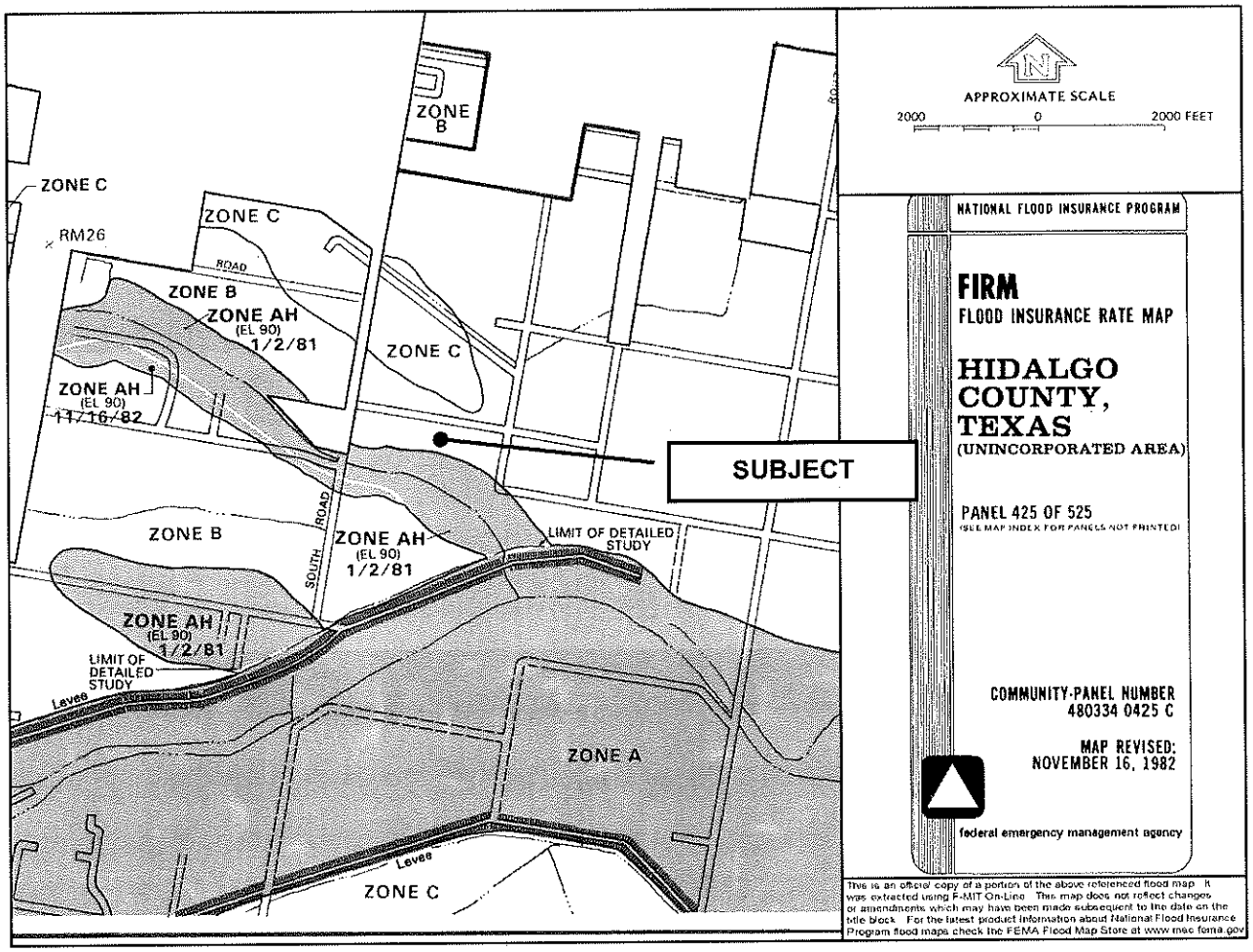
On Thursday, March 10, 2016, this appraiser contacted the City of Pharr Planning and Zoning Department which it was indicated that the property was currently zoned Drainage Easement (DE).



www.Pharr-tx.gov

FEMA FLOOD MAP

FEMA MAP No. _____ 480334025C
FLOOD ZONE DESIGNATION*_____ Zone B



Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

http://www.fema.gov/flood-zones

During the physical inspection of the subject property, it has been determined that the subject property sits in a Levee area and is considered a low-lying area prone to severe flooding situations. The probability increases due to our location within the Lower Rio Grande Valley, which is susceptible to hurricanes deriving from the Gulf of Mexico, which can create an adverse amount of rainfall within a small period of time resulting in flash flooding. In reviewing the flood map designated for the market area, it was indicated that the subject property is not located within a flood prone area.

PROPERTY TAX AND ASSESSMENT

OWNER OF RECORD	HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
PROPERTY TAX IDENTIFICATION NO.	202938
IMPROVEMENT VALUE	$ 14,391
LAND VALUE	$ 31,931
TOTAL ASSESSED VALUE	$ 46,322
EXEMPTIONS	HS

Account

Property ID: 202938 Legal Description: KELLY PHARR TRACT IRR TR E115'-W280'-S326' LOT 222 0.80 AC GR 0.72 AC NET
Geographic ID: K2400-00-000-0222-05 Agent Code:
Type: Real
Property Use Code:
Property Use Description:

Location

Address: 417 CITY ROAD Mapsco:
Neighborhood: Map ID:
Neighborhood CD:

Owner

Name: FUENTES MARIA CRUZ Owner ID: 631879
Mailing Address: 417 CITY RD PHARR, TX 78577-6725 % Ownership: 100.0000000000%
Exemptions: HS, OTHER

Owner: FUENTES MARIA CRUZ
% Ownership: 100.0000000000%
Total Value: $46,322

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	APPRAISAL DISTRICT	0.000000	$46,322	$46,322	$0.00	
CPR	CITY OF PHARR	0.654000	$46,322	$36,322	$114.22	$114.22
DR1	DRAINAGE DISTRICT #1	0.095100	$46,322	$46,322	$44.05	
GHD	HIDALGO COUNTY	0.590000	$46,322	$31,322	$69.15	$69.15
JCC	SOUTH TEXAS COLLEGE	0.185000	$46,322	$46,322	$45.50	$45.50
R17	ROAD DIST 17	0.000000	$46,322	$46,322	$0.00	
SPA	PSJA ISD	1.399200	$46,322	$11,322	$0.00	$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	$46,322	$46,322	$22.79	
	Total Tax Rate:	2.972500				
				Taxes w/Current Exemptions:	$295.71	
				Taxes w/o Exemptions:	$1,376.92	

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$14,391	$31,931	0	46,322	$0	$46,322
2015	$14,391	$31,931	0	46,322	$0	$46,322
2014	$14,391	$34,976	0	49,367	$4,920	$44,447
2013	$5,430	$34,976	0	40,406	$0	$40,406

HIGHEST & BEST USE

The highest and best use is defined as "The reasonably probable and legal use of vacant land / or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physically possibility, financial feasibility, and maximum productivity".

The Dictionary of Real Estate Appraisal, 5TH Edition Chicago: Appraisal Institute, 2010

The subject is part of a large network of drainage canals throughout Hidalgo County. Based on their existing use and future use, the overall highest and best use shall continue to be for public use. The Drainage District easement is restrictive in the overall use of the property by the underlying fee owner. However, the overall analysis of the part to be acquired required the appraiser to analyze the subject in an economic unit typically found in the immediate market area to determine the market value of the fee land (unencumbered). This economic unit shall be selected based on a single family residential development highest and best use.

DEFINITION OF MARKET VALUE

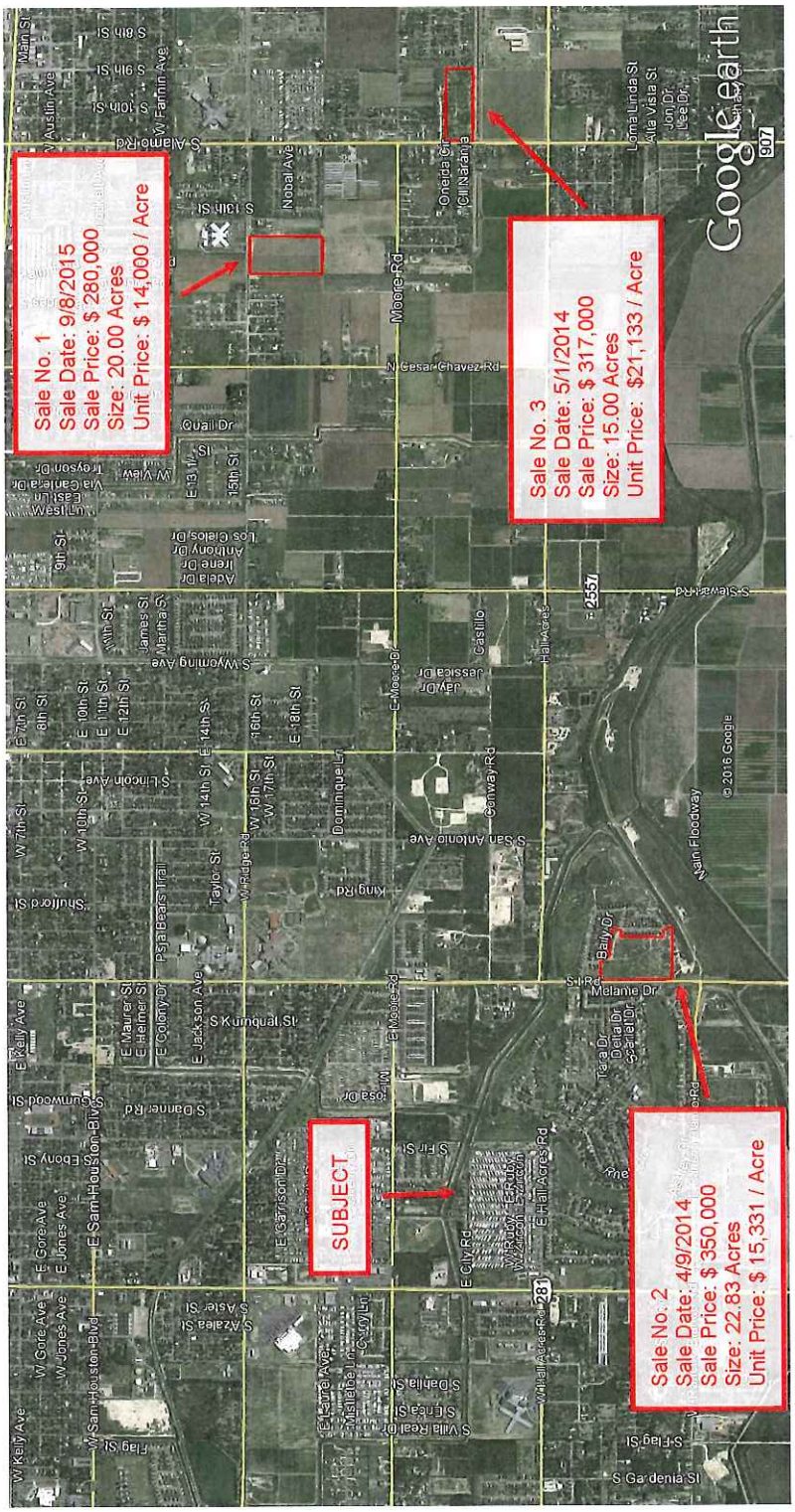
Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

- Buyer and Seller are typically motivated.
- Both parties are well informed or well advised, and each-acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions.

COMPARABLE LAND SALES

The following sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.



SALE No. 1



Property Identification

Sales Record ID	2599
Property Type	Agricultural
Address	East Ridge Road, Alamo, Hidalgo County, TX, 78516
Recording Data	2643941
Grantor	Shell Gulf of Mexico Inc., a Delaware corporation
Grantee	Arturo Cortez
Sale Date	September 08, 2015
Terms & Conditions	
Verification	MLS: A147477S
Tax ID	A1800-00-032-0010-00
Land Size	20.000 Acres or 871,200 SF
Sale Price	$280,000
Unit Price	$14,000 / Acre
Topography	Level
Utilities	Public Water Available
Frontage	Ridge Road
Improvements	None / Vacant

Legal

The West 20 acres of the East 30 acres of Lot 10, Block 32 Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

SALE No. 2



Property Identification

Sales Record ID	1471
Property Type	Residential Single Family
Address	South I Road, San Juan, Hidalgo County, TX, 78589
Recording Data	2504073
Grantor	PlainsCapital Bank
Grantee	Cuva Construction, LLC.
Sale Date	April 09, 2014
Terms & Conditions	
Verification	MLS: A156454S
Tax ID	J5700-00-014-0001-10
Land Size	22.830 Acres or 994,475 SF
Sale Price	$350,000
Unit Price	$15,331 / Acre
Topography	Level
Utilities	Public Water, Sewer
Frontage	South "I" Road
Improvements	None / Vacant

Legal

A tract of land containing 21.68 acres tract situated in the City of Pharr, Hidalgo County, Texas, and being a portion of Lot 1, Block 14, John Closner Et Al Subdivision.

SALE No. 3



Property Identification

Sales Record ID	2760
Property Type	Agricultural
Address	South Alamo Road, Alamo, Hidalgo County, TX, 78516
Recording Data	2509702
Grantor	Universal Truckers, Inc.
Grantee	JPO Enterprises, Inc.
Sale Date	May 01, 2014
Terms & Conditions	
Verification	MLS: C168522S
Tax ID	A1800-00-028-0004-00
Land Size	15.000 Acres or 653,400 SF
Sale Price	$317,000
Unit Price	$21,133 / Acre
Topography	Level
Utilities	Electric, Public Water, Telephone
Frontage	South Alamo Road
Improvements	None / Vacant

Legal

The 15.00 acre tract of land being the South 15.00 acres of Lot 4, Block 28, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas.

LAND SALES ANALYSIS

VALUATION GRID		REPRESENTATIVE COMPARABLE SALES		
	Subject	**Comp. No. 1**	**Comp. No. 2**	**Comp. No. 3**
Grantor	Justino Alvarez and wife, Maria Oralia Alvarez	Shell Gulf of Mexico Inc.	Plains Capital Bank	Universal Truckers Inc.
Grantee	Leonardo Fuentes and wife, Maria Cruz Fuentes	Arturo Cortez	Cuva Construction LLC	JPO Enterprises Inc.
Date		Sept. 8, 2015	April 9, 2014	May 1, 2014
Sales Price	$ -	$ 280,000	$ 350,000	$ 317,000
Unit Price		$ 14,000 / Acre	$ 15,331 / Acre	$ 21,133 / Acre
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -15%	Superior -10%	Similar -10%
Physical Characteristics	Rectagular / Economic Unit	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	All Municipal Utilities Available in Area	Similar 0%	Similar 0%	Similar 0%
Economic Unit	10.00 Acres	20.00 5%	22.83 5%	15.00 0%
	Net Adjustment	$ (1,400) -10%	$ (767) -5%	$ (2,113) -10%
	Indicated Unit Value	$ 12,600 / Acre	$ 14,564 / Acre	$ 19,020 / Acre
Unit Value of Fee Simple Area				**$ 18,500 / Acre**
Unit Value of Drainage Easement @ 90% of Fee Value				**$ 16,650 / Acre**
Unit Value of Encumbered Fee @ 10% of Fee Value				**$ 1,850 / Acre**
Value of Encumberd Fee		**0.1988 Acre**		**$ 368 / Acre**

During the analysis of the acquisition area, the value for the subject property as a whole and / or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and / or Grantees, Appraisers and local Realtors. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract.

PART TO BE ACQUIRED

The part to be acquired consists of a tract 74.96' foot x 120.3.7' tract of land out of Lots 222 of the Kelly-Pharr Subdivision with a total land area of 8,660 square feet or 0.1988 acres. This land is located along the southern boundary of Kelly-Pharr Subdivision. Utilities are located within the area and to the neighboring subdivision. The part to be acquired is currently being utilized for an existing drainage canal system that is in operation for said purpose. The area to be acquired shall continue for such purpose and may include other public use. The part to be acquired does not constitute an economic unit upon it-self and therefore for shall be valued as a pro-rata part of a selected economic unit for purposes of determining market value of the acquisition area.

The acquisition area is currently encumbered with an easement in the name of Hidalgo County Drainage District No. 1. The purpose of this acquisition is to acquire the underlying fee from the grantor of the easement and or the current owner of the underlying fee simple area as defined by title research provided. The easement area may be utilized for expanding existing drainage and or for other public use as deemed appropriate by the Hidalgo County Drainage District No. 1. Since the acquisition area is encumbered by an open drainage ditch / canal system, the majority of the bundles of rights to the fee simple estate have been acquired for purposes of the existing easement. Since the majority of rights have already been acquired and the limited existing use to the underlying fee is restricted by the existing easement, a discount to the fee simple market value is required. Therefore, the part to be acquired shall be valued at 10% of fee simple market value.

SURVEY

November 30, 2015
Revised December 11, 2015
Parcel 12
1 of 3 Pages

County: Hidalgo, Precinct 2
WA#10:Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 12

Being a 8,660 square foot or 0.1988 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 1.13 acre tract of land, conveyed by Warranty Deed to Leonardo Fuentes and Wife, Maria Cruz Fuentes, as described in Volume 1657, Page 959, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, said 8,660 square foot or 0.1988 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 222, Kelly-Pharr Subdivision;

Thence with the South line of said Lot 222, South 81°27'53" East a distance of 165.00 feet, and North 08°32'07" East a distance of 251.03 feet to a 5/8" iron pin (N=16,587,918.7698, E=1,088,077.8617) with plastic cap stamped "R.O.W.S. PROP COR." set for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** with the West line of said called 1.13 acre tract of land, North 08°32'07" East a distance of 74.96 feet to the Northwest corner of said Leonardo Fuentes and Wife, Maria Cruz Fuentes tract o land and for the Northwest corner of this herein described tract of land;

2. **Thence** with the North line of said 1.13 acre tract of land, South 64°17'37" East a distance of 120.37 feet to the Northwest corner of a called 0.325 acre tract of land , as described in Document Number 1826487, of the Official Records, Hidalgo County, Texas, for the Northeast corner of said 1.13 acre tract of land and for a corner this herein described tract of land;

3. **Thence** with the West line of said 0.325 of an acre tract of land and the East line of said 1.13 acre tract of land, South 08°32'07" West a distance of 75.65 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set for the Southeast corner of this herein described tract of land;

4. **Thence** departing the West line of said 0.325 of an acre tract of land, across and through said 1.13 acre tract of land, North 63°58'50" West a distance of 120.57 feet to the **Point of Beginning** and being a 8,660 square foot or 0.1988 of an acre tract of land.

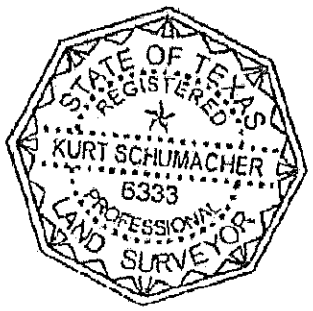
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

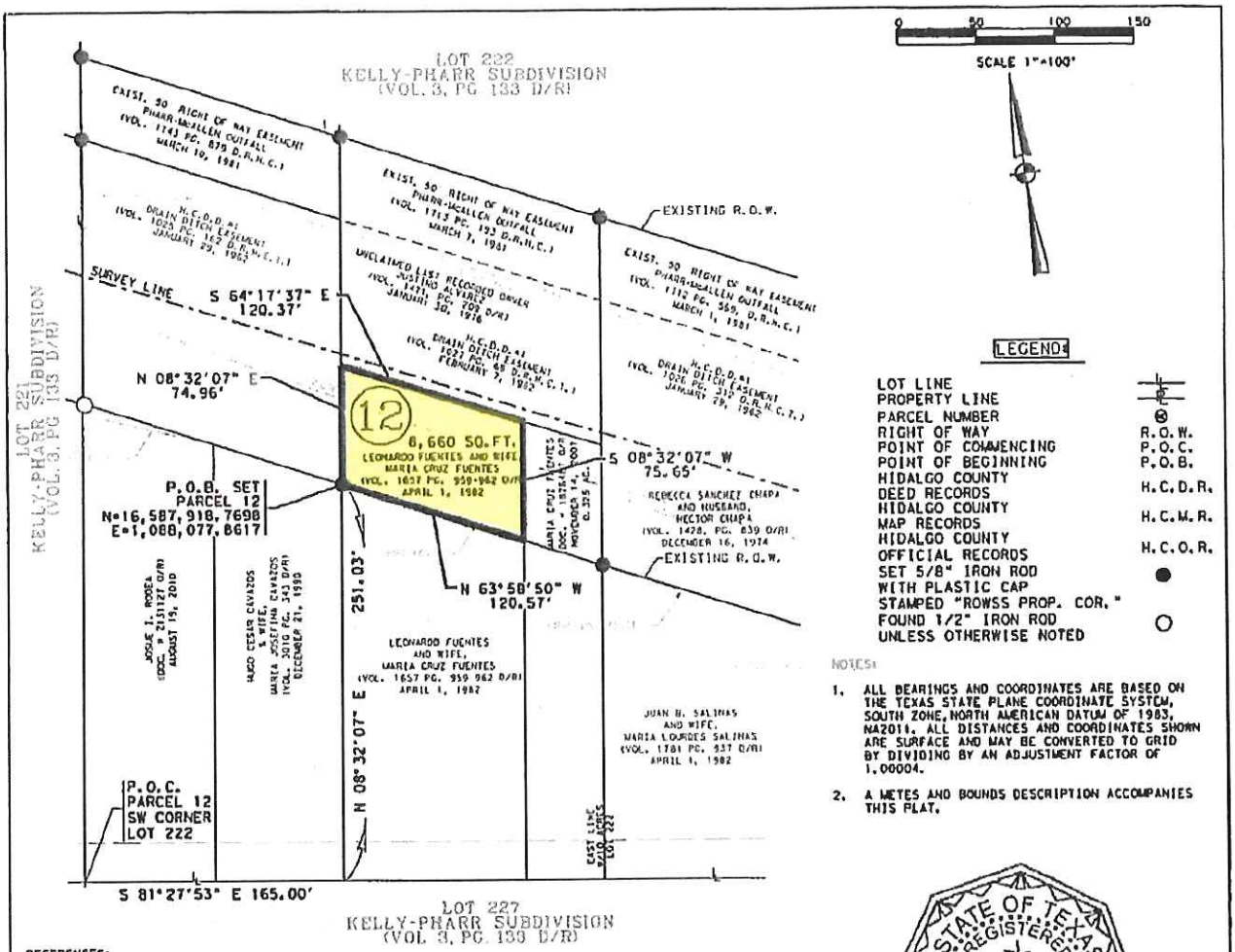
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⊗
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY FELIPE GALVAN AND WIFE, TOMASA L. GALVAN, DATED JANUARY 8, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1027, PAGE 68, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY JUSTINO ALVAREZ, DATED MAY 16, 1979, FILED FOR RECORD IN THTE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1635, PAGE 508, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, MAP RECORDS HIDALGO COUNTY, TEXAS.
4. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
5. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
6. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

12/21/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 12
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

A 8,660 SQ. FT. (0.1988 AC.)
TRACT OF LAND SITUATED IN LOTS 222,
KELLY-PHARR SUBDIVISION
EXHIBIT A
PAGE 3 OF 3

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: MARIA CRUZ FUENTES
GF No.: 0003162561
EFFECTIVE DATE: NOVEMBER 13, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 12
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD, SUITE 13
MISSION, TEXAS 78572
PHONE: (956) 585-1172
TBPLS REG. FIRM# 10193888

CHICAGO TITLE INSURANCE COMPANY

P12

SCHEDULE A

Effective Date: November 13, 2015

GF No.: 0003162561

Commitment No. 0003162561, issued November 20, 2015, 12:00 AM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)

   Policy Amount:
   PROPOSED INSURED:

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

   Policy Amount: $0.00
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

   Policy Amount: $0.00
   PROPOSED INSURED:
   Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER

   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

MARIA CRUZ FUENTES (AS TO FEE SIMPLE TITLE)

HIDALGO COUNTY DRAINAGE DISTRICT #1 (AS TO EASEMENT ESTATE)

AERIAL MAP

ACQUISITION AREA HIGHLIGHTED IN YELLOW



PHOTOGRAPHS



Photo 1
An eastern view of the subject property along the south side of the existing canal system.



Photo 2
A western view of the subject property along the south side of the existing canal system.



Photo 3
A western street view of the canal road ROW. The subject property is on both sides in this photo.



Photo 4
An eastern street view of the canal road ROW. The subject property is on both sides in this photo.

REMAINDER BEFORE & AFTER ACQUISITION

The remainder before and after the proposed acquisition shall continue to be for public use. The proposed plan for the area of acquisition is for either expansion of the existing drainage system and or for a linear park for use by the public. The development of said park shall be performed by Hidalgo County Precinct No. 2 under the direction of the Honorable County Commissioner, Eduardo "Eddie" Cantu.

DIMINUTION OF MARKET VALUE

The diminution of market value refers to the damages assessed due to the part to be acquired. Based on the area to be acquired, the remainder shall not be affected in an adverse way affecting market value; therefore, no diminution of market value is indicated.

COST TO CURE

The Cost to Cure refers to the additional compensation required to replace site and or structural improvements to the remainder after in the event the depreciated cost is below replacement cost. However, since no improvements are indicated for the subject and the report is prepared under the hypothetical condition as vacant, no cost to cure is required.

RECONCILATION OF VALUE:

Based on the analysis of the subject property on the date of inspection, and the facts presented within this report, it is the opinion that as of March 10, 2016, the estimate of total compensation for the part to be acquired is indicated to be $368.00.

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and beliefs that the statement of fact contained within the report are true and correct and include the following:

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

Leonel Garza, Jr. & Associates, LLC has not performed an appraisal on the subject property within the last (3) three years.

Leonel Garza III
TX – 1328375-General

QUALIFICATION OF APPRAISER

Leonel Garza, Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

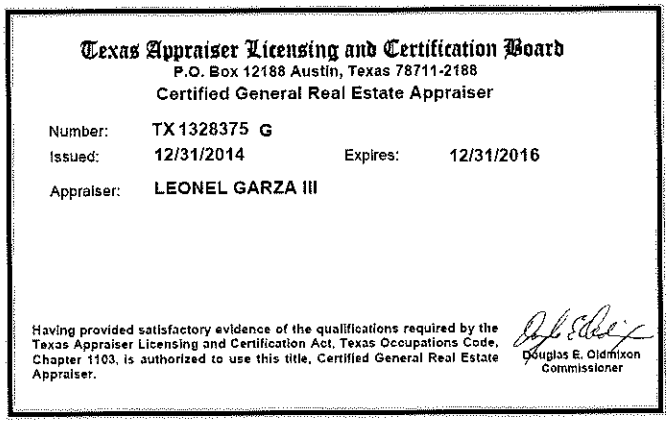
The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-Way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Former Member / Chairman)
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Former Member)
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

HIDALGO COUNTY PRECINCT # 2
RIGHT-OF-WAY DEPARTMENT

LETTER OF TRANSMITTAL

TO: Mr. Raul Sesin Drainage District No. 1 DATE: 4/18//2016
Attn: Jaime Salazar

RE: Linear Park Project From: Jaime Salinas

Pay-Memo Maria Cruz Fuentes parcels 12 & 13 ROW. Agent

REASON FOR TRANSMITTAL CHECKED BELOW:

[ ] AS REQUESTED	[ ] FOR APPROVAL	[ ] COPY OF LETTER
[ ] RETURNED FOR CORRECTIONS	[ ] APPROVED AS NOTED	[ ] REVIEW AND COMMENT
[ ] APPROVED AS SUBMITTED	[ ] PICKED-UP	[X] OTHER

****

REMARKS: Please attached find Copies of deed with field notes, appraisal report, the ap-152 form for the mentioned Project. If you need additional information please call our office at (956) 787-1891 Ext. 2406.

VIA HAND DELIVERED

RECEIVED BY: _____

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
APR 18 2016
11:17 AM / PM
BY: Rosa Dw

300 West Hall Acres Suite G Pharr, Texas 78577
PH.(956) 787-1891 FAX (956) 787-4683