AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
February 6, 2017
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. **AI -58393** Request approval to issue payment on the following items:
A-Application for Retainage Release in the amount of $29,329.75 from RDH Site and Concrete, LLC pertaining to Contract No. C-HCDD1-16-026-06-07 for Tex Mex Drain Ditch Improvements (Road Crossings).
PO#629640.
B.-Application for Payment No. 1 in the amount of $168,198.28 from Mor-Will, LLC pertaining to Contract No. C-HCDD1-16-039-08-16 for Drainage Improvement Project-Mercedes Lateral Flood Pump.
PO#630510.
C-Application for Payment No. 4 in the amount of 86,879.25 from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers pertaining to Contract No. C-HCDD1-16-031A-08-09.
PO#630318.
D. Application for Payment No. 3 in the amount of $90,216.00 from Texas Cordia Construction, LLC pertaining to Contract No. HCDD1-16-006-04-26 J-09 Drain Improvement Phase II (Rio Grande Care Rd to North Main Drain).
PO#629475.
E. Application for Payment No. 4 in the amount of $96,927.12 from Texas Cordia Construction, LLC pertaining to Contract No. HCDD1-16-006-04-26 J-09 Drain Improvement Phase II (Rio Grande

Care Rd to North Main Drain).
PO#629475.

6. **AI -58391** Request approval to issue Termination Notice for the following listed Work Authorizations and Supplemental Agreements for Professional Services with TEDSI Infrastructure Group, Inc. in connection to Precinct No. 1 2012 Bond Referendum Improvement Projects for Hidalgo County Drainage District No. 1, stated (under Article 3.4 (5)-Termination by Owner without cause upon thirty (30) days written notice to the Engineer).
Work Authorizations
W-A # 2,
W-A #8,
W-A #11,
W-A #12-Supplemental Agreement # 1,
W-A #13-Supplemental Agreements # 1,2,3,
W-A #14-Supplemental Agreement #1

7. **AI -58310** Requesting authority to advertise Request for Qualifications for the following listed Professional Services Pool:
A. Engineering Services RFQ No. HCDD1-17-008-03-01
B. Surveying Services - RFQ No. HCDD1-17-009-03-01
C. Real Estate Appraisal Services- RFQ No. HCDD1-17-010-03-01

8. **AI -58250** Authority to advertise and approval of plans and specifications developed by project engineer, Quintanilla, Headley and Associates, Inc., for: Hidalgo County Drainage District No. 1 -"Hidalgo County Precinct No. 2 Minnesota-Cesar Chavez Area Drainage Improvement Project" -RFB No. HCDD1-17-007-03-01, including the re-advertising of projects in the event no Bid responses are received or bids are rejected and project is still required.

9. **AI -58263** Requesting approval to accept bid and approval to award Contract to Rod Robertson Enterprices, Inc., lowest and best bidder meeting all specified requirements for RFB No. HCDD1-17-003-01-25 "Auctioneer & Storage Services", subject to compliance with HB1295.

10. **AI -58378** Request approval of Budget Amendment in the amount of 1.6 million from the Districts unreserved fund balance for the Construction of the District's Administration Building and site improvements, and to transfer said funds into the Districts Capital Project Fund in order to account for the expenditures.

11. **AI -58355** Requesting approval of Right of Entry request from S&B Infrastructure as it relates to the Raymondville Drain Project for Flood Control and authority for District General Manager to execute.

12. **AI -58356** Requesting approval of Closing Documents for Parcel 79 as it relates to HCRMA SH 365 Project and authority for Chairman of the Board to execute.

13. **AI -58349** A.) Requesting approval of closing documents for Parcel 36E as it relates to La Joya Bypass Outfall Ditch and authority for the Chairman of the Board to execute documents.

B.) Pursuant to the Boards approval of Agenda Item No. 58349 (A), requesting approval to issue manual payment in the amount of $81,128.00 to Sierra Title of Hidalgo County, Inc. Order File No. 0003161345, Parcel 36E.

14. **AI -58357** Requesting approval of Closing Documents for Parcel 77 as it relates to HCRMA SH 365 project and authority for Chairman of the Board of execute.

15. **Closed Session:**
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**

16. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

19. **Adjourn**

AI -58393 **5.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue payment on the following items:
A-Application for Retainage Release in the amount of $29,329.75 from RDH Site and Concrete, LLC pertaining to Contract No. C-HCDD1-16-026-06-07 for Tex Mex Drain Ditch Improvements (Road Crossings).
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PO#630510.
C-Application for Payment No. 4 in the amount of 86,879.25 from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers pertaining to Contract No. C-HCDD1-16-031A-08-09.
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PO#629475.

BACKGROUND

Fiscal Impact

Attachments

RDH-Retainage Tex Mex Project

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Claudette Guerrero Started On: 02/02/2017 04:47 PM

Final Approval Date: 02/02/2017

Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 1/5/2017

Engineer/Firm Name: RDH Site and Concrete, LLC

Project Name/Number: Tex Mex Drian Ditch Improvements (Road Crossings)

Invoice No.: App. For Payment Retainage

Invoice Date: 1/4/2017

Due Date: 2/3/2017

Purchase Order No.:

Amount: $29,329.75

Total # of Pages Submitted: 9

Attachments: ☐ CD ☐ USB ☐ Plans Other:

Engineering: ☐ **Construction:** ☑

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos **Date:**

Esther Layton **Date:**

Claudette Guerrero **Date:**

Jose N. Saldivar **Date:**

Lora Briones **Date:**

Additional Comments: Contract No. C-HCDD1-16-026-06-07

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

Revised 07/2016

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 05 2017

9:20 AM / PM

BY: MP

APPLICATION FOR PAYMENT NO.RETAINAGE

To: HIDALGO COUNTY DRAINAGE DISTRICT NO.1 (OWNER)
From: RDH SITE AND CONCRETE, LLC (CONTRACTOR)
Contract: C-HCDD1-16-026-06-07
Project: TEX MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)
Owner's Contract No. C-HCDD1-16-026-06-07 Engineer's Project No. C-HCDD1-16-026-06-07
For Work accomplished through the date of: 1/4/2017

1. Original Contract Price:			$ 293,297.46
2. Net change by Change Order and Written Agreements(+or-):			$ -
3. Current Contract Price (1 plus 2):			$ 293,297.46
4. Total completed and stored to date:			$ 293,297.46
5. Retainage (per Agreement):			
10% of completed Work:	$ -		
of stored material	$ -		
Total Retainage:			$ -
6. Total completed and stored to date less retainage (4 minus 5)			$ 293,297.46
7. Less previous Application for Payments:			$ 263,967.71
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)			**$ 29,329.75**

Accompanying Documentation:

QTY WORKSHEET

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 01-04-17

RDH SITE AND CONCRETE, LLC
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 5th day of January 2017

_____
Notary Public
My Commission expires: 05/19/2018

NOTARY PUBLIC STATE OF TEXAS
Christina Puente
My Commission Expires
05/19/2018

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 01-06-17

_____, P.E.
ENGINEER

By: 01/06/17
Jose Noe. Saldivar

Exhibit E-C

Estimate Quantity Update Worksheet

Date: 1/4/2017

Colonia:
Roadway:
Control:
Project No.: C-HCDD1-16-026-06-07
County: HIDALGO COUNTY
Est. No: RETAINAGE
Work Type: DRAINAGE IMPROVEMENTS
Limits

Contractor: RDH SITE AND CONCRETE,LLC
Contract Price: $ 293,297.46
Control:
Project No.: C-HCDD1-16-026-06-07

Date Began: 7-Jul-16
Contract Time: 45
Time Changed: 103
% Time Used:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	Month No.1 Item Cost (Monthly)	Month No.1 MONTLY QUANTITY	Month No.1 QTY to Date	Month No.2 Item Cost (Monthly)	Month No.2 MONTLY QUANTITY	Month No.2 QTY to Date	Month No.3 Item Cost (Monthly)	Month No.3 MONTLY QUANTITY	Month No.3 QTY to Date	Month No.4 Item Cost (Monthly)	Month No.4 MONTLY QUANTITY	Month No.4 QTY to Date	Month No.5 Item Cost (Monthly)	Month No.5 MONTLY QUANTITY	Month No.5 QTY to Date	Month No.6 Item Cost (Monthly)	Month No.6 MONTLY QUANTITY	Month No.6 QTY to Date	Balance to Finish
	(901) ADMINISTRATIVE																							
	(902) PRELIMINARY ENGINEERING																							
	(903) CONSTRUCTION ENGINEERING																							
	(904) RIGHT-OF-WAY																							
	(906) DRAINAGE																							
1	TRAFFIC CONTROL	LS	1.00	$ 1,500.00	$ 1,500.00	$ 750.00	0.5	0.50	750.00	0.50	1.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
2	EROSION AND SEDIMENTAL CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY ANS TCEQ REQUIREMENTS FOR STORM WATER POLLUTION	LS	1.00	$ 1,500.00	$ 1,500.00	$ 750.00	0.5	0.50	750.00	0.50	1.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
3	JUNCTION BOX	EA	2.00	$ 2,500.00	$ 5,000.00	$ -	0	-	5,000.00	2.00	2.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
4	CONCRETE COLLAR FOR 24" PIPE	EA	1.00	$ 600.00	$ 600.00	$ 600.00	1	1.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
5	TYPE "C" INLET WITH CONCRETE APRON	EA	3.00	$ 2,500.00	$ 7,500.00	$ 5,000.00	2	2.00	2,500.00	1.00	3.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
6	SAFETY END TREATMENT FOR 18" STORM DRAIN PIPE	EA	1.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	1	1.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
7	REINFORCED CONCRETE RIP-RAP	CY	188.00	$ 200.00	$ 37,600.00	$ 17,600.00	88	88.00	20,000.00	100.00	188.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
8	PAVEMENT REPAIR/CURB REPAIR	SY	188.00	$ 64.00	$ 12,032.00	$ 5,632.00	88	88.00	6,400.00	100.00	188.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
9	TRENCH PROTECTION	LF	1582.00	$ 1.00	$ 1,582.00	$ 1,382.00	1382	1,382.00	200.00	200.00	1,582.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
10	COMPACTED DIRT FILL (LABOR ONLY)	CY	543.00	$ 4.00	$ 2,172.00	$ 2,000.00	500	500.00	172.00	43.00	543.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
11	REMOVE EXHISTING STORM SYSTEMS AS NOTED IN PLANS (INLETS, PIPES, CONCRETE, ETC.)	LS	1.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	1	1.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
	Total Drainage				**80,486.00**	**$ 44,714.00**			**35,772.00**					-			-			-			-	$ -
	(906) DRAINAGE																							
1	18" RUBBER GASKET RCP CL III STORM DRAIN PIPE	LF	61.00	$ 60.00	$ 3,660.00	$ 3,660.00	61	61.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
2	24" RUBBER GASKET RCP CL III STORM DRAIN PIPE	LF	159.00	$ 91.00	$ 14,469.00	$ 14,469.00	159	159.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
3	48" RUBBER GASKET RCP CL III STORM DRAIN PIPE	LF	1362.00	$ 140.00	$ 190,680.00	$ 134,680.00	962	962.00	56,000.00	400.00	1,362.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
4	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	LF	1582.00	$ 2.53	$ 4,002.46	$ 2,990.46	1182	1,182.00	1,012.00	400.00	1,582.00	-	-	-	-	-	-	-	-	-	-	-	-	$ -
	Total Drainage				**212,811.46**	**155,799.46**			**57,012.00**					-			-			-			-	$ -
	TOTAL BASE AMOUNTS + ALTERNATE NO. 1-RCP:				**293,297.46**	**200,513.46**			**92,784.00**															$ -

ADMINISTRATIVE (901) $ -
PRELIMINARY ENGINEERING (902) $ -
CONSTRUCTION ENGINEERING (903) $ -
Total to Date $ -

RIGHT-OF-WAY (904): $ -
Roadway (905): $ -
Drainage (906): $ 293,297.46
Total to Date **$ 293,297.46**

Prepared and Checked By: Signature:
Printed Name:
Date:

RDH Site and Concrete,LLC Contractor Name

7-Jul-16 Starting Date

19-Oct-16 Project Ending Date

10% Retainage Percent

Application No. RETAINAGE

Application Date: 4-Jan-17

Period To: 19-Oct-16

Engineer Firm NOE SALDIVAR

Summary

Contract Number	Description	Original Schedule Value	CO#1 Schedule of Values	CO#2 Schedule of Values	CO#4 Schedule of Values	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
C-HCDD1-16-026-06-07	TEX MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)	$ 293,297.46	$ -	$ -	$ -	$ 200,513.46	$ 92,784.00	$ -	$ -	$ 293,297.46	$ 0.00	$ -	$ 293,297.46	$ 263,967.71	$ 29,329.75
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	**$ 293,297.46**	**$ -**	**$ -**	**$ -**	**$ 200,513.46**	**$ 92,784.00**	**$ -**	**$ -**	**$ 293,297.46**	**$ 0.00**	**$ -**	**$ 293,297.46**	**$ 263,967.71**	**$ 29,329.75**

Exhibit E-E

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 20 DAY OF NOVEMBER A FINAL INSPECTION was made of the project herein described.

CONTRACT TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)

CONTRACT DATE: 06/07/16

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CONSTRUCTION CONTRACTOR: RDH SITE AND CONCRETE, LLC

OF THE CITY OF PALMVIEW STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF TEX-MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)

CONTRACT NO: C-HCDD1-16-026-06-07

Located in or near the City/Precinct Of SAN CARLOS

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   NONE

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	$293,297.46
Present Amount of Contract	$0.00
Total Amount of earned to Date	$293,297.46
Less: previous payments	$263,967.71
Balance	$29,329.75
Authorized deductions	$0.00
AMOUNTY OF FINAL PAYMENT	$29,329.75

6. That the final payment in the amount of twenty nine thousand three hundred twenty nine dollars and seventy five cents is now due and payable.

Engineer's Signature

CONCURRED BY:

RDH SITE AND CONCRETE, LLC

Contractor's Name

By: _____

Title: GENERAL MANAGER

CONCURRED BY:

Hon. Ramon Garcia,

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with RDH SITE AND CONCRETE, LLC to furnish MATERIALS in connection with certain improvements to real property located in TEX MEX DRAIN DITCH County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 Which improvements are described as follows:

DRAINAGE

In consideration of Pay Estimate No _____ in the amount of ZERO DOLLAR($ $0.00)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

NANCY M. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 08-24-2020
Notary ID 11425683

NAME: UPPER VALLEY MATERIALS
CONTRACTOR

BY: Evelyn Munoz / CREDIT MNGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 4th day of Jan ,2017 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-24-20

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with RDH SITE AND CONCRETE, LLC to furnish MATERIALS in connection with certain improvements to real property located in TEX MEX DRAIN DITCH County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 Which improvements are described as follows:

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NAME: RIO VALLEY PIPE
CONTRACTOR

NANCY M. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 08-24-2020
Notary ID 11425683

BY: _____ / CREDIT MNGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 4th day of Jan ,2017 to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-24-20

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with RDH SITE AND CONCRETE, LLC to furnish MATERIALS in connection with certain improvements to real property located in TEX MEX DRAIN DITCH County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 Which improvements are described as follows:

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Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

NAME: L&R READY MIX
CONTRACTOR

BY: President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the January day of 4 ,20 17 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

AZUCENA M. CALLEROS
Notary Public, State of Texas
My Commission Expires
September 24, 2017

My Commission Expires:

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with RDH SITE AND CONCRETE, LLC to furnish MATERIALS in connection with certain improvements to real property located in TEX MEX DRAIN DITCH County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 Which improvements are described as follows:

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Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

NAME: L&R PRECAST
CONTRACTOR

BY: Lisa Carlos Vice President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the January day of 4 ,20 17 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

AZUCENA M. CA...
Notary Public, State of Texas
My Commission Expires
September 24, 2017

My Commission Expires: _____

AI -58391 **6.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue Termination Notice for the following listed Work Authorizations and Supplemental Agreements for Professional Services with TEDSI Infrastructure Group, Inc. in connection to Precinct No. 1 2012 Bond Referendum Improvement Projects for Hidalgo County Drainage District No. 1, stated (under Article 3.4 (5)-Termination by Owner without cause upon thirty (30) days written notice to the Engineer).

Work Authorizations

W-A # 2,

W-A #8,

W-A #11,

W-A #12-Supplemental Agreement # 1,

W-A #13-Supplemental Agreements # 1,2,3,

W-A #14-Supplemental Agreement #1

BACKGROUND

Fiscal Impact

Attachments

TEDSI's Agreements

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Moises Salazar Started On: 02/02/2017 04:35 PM

Final Approval Date: 02/02/2017

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the **"Owner"**, and **TEDSI Infrastructure Group, Inc.** professional **Engineer**s, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for **Pct.1-2012 Bond Referendum Improvement Projects** hereinafter referred to as the **"Project""**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform management and professional **Engineering** services in connection with the **"Project"** as stated in the articles to follow and for having rendered such services, the **Owner** agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **"Project"** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **"Project"** and fulfillment of this Agreement, as identified in **EXHIBIT "A"**

Services to be Provided by the Owner, attached hereto and made a part of this Agreement and the **Engineer** will provide professional management and **Engineering** services identified in **EXHIBIT "B"**- ***Services to Provided by the Engineer, attached hereto and made a part of this agreement.***

I. General Contract Management (hereinafter referred to as "GCM"). For GCM, the primary role of the **Engineer** will be to perform professional management services. The **Engineer** as GCM manager, shall direct all tasks required by the project team (hereinafter referred to as **"Project Team"** and identified in the organizational chart shown in **EXHIBIT "B2"-Project Team**, attached hereto), consisting of various sub-consultants, in the development of the project. As GCM manager, the **Engineer** shall organize and manage the project team, including: assigning the various Engineering work tasks; directing and controlling the work; planning, conducting, and documenting internal and external meetings; establishing policy, procedures, and quality assurance; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary engineering, final design, and construction of the project.

II. Preliminary Project Planning & Development. For preliminary and development of the project, the primary role of the **Engineer** will be to perform engineering activities and work tasks associated with the preparation of an environmental document, public involvement, and the development of primary and secondary project field control through field surveying and aerial mapping.

III. Preliminary Engineering, Final Design & Construction. For these services, the **Engineer** will be performing engineering activities as follows:

(A) **Preliminary Engineering.** As identified in **EXHIBIT "A",** attached hereto, the **Owner** shall provide to the **Engineer** any available relevant data the **Owner** may have on file concerning the project for the **Engineer** to review. The **Engineer** will indicate any errors and omissions and corrections needed as a basis for the final design of the project. The **Engineer** will prepare a report, hereinafter referred to as the **"Preliminary Engineering Report"**. The **"Preliminary Engineering Report"** will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost estimates and to set forth clearly the **Engineer**'s recommendations for the final design of the project. The **Engineer**'s recommendations for the final design of the project shall meet all federal, state and county permitting requirements.

(B) **Final Design.** Upon approval by the **Owner** of the **Engineer**'s final recommendations, as shown in the **"Preliminary Engineering Report"**, the **Engineer** will perform all required engineering tasks, as more particularly identified in **EXHIBIT "B",** attached hereto, to provide the **Owner** with a complete and approved set of Plans, Specifications, and Estimates (incorporated herein by reference as **"PS&E"** for each phase of construction of the project.

(C) **Construction.** The **Engineer** will provide construction phase engineering services for each phase of construction of the project that is authorized and funded by the **Owner** for construction. The steps or sequence for the professional management and engineering services outlined for the scope of work above, and more particularly

identified in EXHIBIT "B", attached hereto, may be performed concurrently by the **Engineer**, if approved by the **Owner**.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

(1) Basic Services: Basic Services, incorporated herein by reference as **"Basic Services"**, includes those professional services not otherwise identified under Article 5.2 of this Agreement.

(2) Special Services: Special services, incorporated herein by reference as **"Special Services"**, includes those professional services identified under Article 5.2 of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on April 9, 2016 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** 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 **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner.**

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the **"Project"** and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner.**

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **"Project"** under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **"Project"** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Basic Services.*** For and in consideration of the Basic Services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the Owner to the Engineer for Basic Services, subject to adjustment in accordance with Article 6.1 herein, is equal to seven and a half percent (7.5%) of the construction cost of the Project, as mutually-agreed between the Owner and the Engineer and more particularly defined in Article 6.1 herein, (hereinafter referred to as the "Basic Services Fee"), plus up to an additional one-half percent (0.5%) if the Engineer furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in EXHIBIT "D2"

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of **"Project"** site **Engineer**, resident **Engineer** and/or inspector, if required by **Owner.**

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.**

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **"Project"**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

5.3 ***Incentives***. The **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer**, as more particularly identified in **EXHIBIT "B"** (under Funding Sources), attached hereto, for obtaining funding from potential funding sources for the **Project**. This incentive is stated in **Exhibit "D2"-Funding Source Incentive**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for meeting the incentive requirements will be made by the **Owner**, upon presentation of the **Request for Payment** by the **Engineer** in accordance with the terms and provisions of Article 6 hereof.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as **"Request for Payment"**). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each

such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

Should the **Project** or portions of the **Project** be awarded for construction, the **Owner** will reconcile and determine the final maximum amount payable for the **Basic Services Fee,** as identified in Article 5.1 hereof, for that portion of the Project that has been awarded for construction as follows:

(1)Construction Cost-An estimated construction cost will be developed for each phase of the project, and be updated throughout engineering (advance planning, final design and plans and specifications) development. A construction cost will be mutually agreed between the Owner and the Engineer in writing at the time of submittal of the final plans and specifications to the Owner (the "Final Estimated Construction Cost"). A fee will be calculated as eight percent (8%) of the Final Estimated Construction Cost ("Preliminary Basic Services Fee"). After the project is constructed, and the final construction cost of the project is determined, the Preliminary Basic Services Fee will be adjusted no more than plus or minus then percent (+/-10%) as follows:

(a) If the final construction cost of the project is moiré than the Final Estimated construction Cost, the Basic Services Fee for engineering will be adjusted up, but the adjustment will be no more than plus ten percent (+10%) of the Preliminary Basic Services Fee; or,

(b) If the final construction cost of the project is less than the Final Estimated Construction Cost, the Basic Services Fee for engineering will be adjusted down, but the adjustment will be no more than minus ten percent (-10%) of the Preliminary Basic Services Fee.

(2) Incentives-The portion of the Basic Services Fee for funding incentive will be reconciled and based on funding received at the time of reconciliation.

This reconciliation and determination by the **Owner** will be performed on a yearly basis throughout the development of the **Project,** and within the period of service established in Article 3. Payment due to the **Engineer** or credit owed to the **Owner** by the **Engineer** in the amount of this reconciliation and determination shall be applied to the next applicable **Request for Payment.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **"Project"** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **"Project".** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **"Project"**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **"Project",** as required through the course of the development to the **"Project".** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon

authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer.** The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization,** developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization,** the **Engineer** shall submit the **"Project's** " deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization,** unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **"Project"** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **"Project"** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform

any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound **Engineering** principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound **Engineering** principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 "Project" Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or

by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. The Engineer shall use TxDOT unit prices to develop the estimate of probable construction cost. Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable estimate of construction cost prepared by Engineer. The Owner shall allow the Engineer to review the estimate of probable construction cost immediately prior to advertising the Project for bids. The Engineer shall add to the estimate of probable construction cost a contingency amount agreed to by the Owner to update the estimate of probable construction cost. Notwithstanding any provision herein to the contrary, after the proposals, bids or construction cost are received from qualified bidders on the Project, the Owner may require changes in the final approved plans of the Project to enable the Owner to the reduce the Project construction cost. Upon request by the Owner, the Engineer shall determine the required revisions to the final approved plans that will reduce the Project's estimate of probable construction cost. Revisions that are determined to be major design changes to the previously approved final plans will be considered additional work by the Engineer. Minor revisions to the previously approved final plans will not be considered additional work. Payment for this additional work will then be made to the Engineer in accordance with Article 9 hereof. The reprinting, bidding and advertising for request for proposals of the modified final plans will be at the Owner's expense.

ARTICLE 11. Ownership and **Release of Documents.**

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **"Project"** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **"Project"** with the **Owner's**

consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **"Project",** including but not limited to additions to or completion of the **"Project".** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional **Engineer**, shall be made in accordance with the Texas **Engineering** practice Act and the Rules of the State Board of Registration for Professional **Engineer**s.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **"Project"** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **"Project"** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and

provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however,

inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **"Project"** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **"Project"** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **"Project",** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible **Engineer** or **Engineers** licensed to practice in the State of Texas, who shall sign, seal and date all appropriate **Engineering** submissions to the **Owner** in accordance with the Texas **Engineering** Practice Act and the Rules of the Stare Board of Registration for Professional **Engineers**.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **"Project"** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **"Project"** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that **Engineering** design work performed by the **Engineer** hereunder shall be in accordance with sound **Engineering** design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **"Project"** and to further the interests of the **Owner** in accordance

with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **"Project"**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **"Project"**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **"Project"** has been fully completed, shall be of the standard and quality which prevail among **Engineers** of similar experience, knowledge, skill and ability engaged in **Engineering** practice throughout Texas under the same or similar circumstances involving the design and construction of **"Project".**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **"Project";** that because of such talent and training, the **Engineer** envisions the construction of the **"Project"** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent **Engineer** having such special skills could anticipate may arise from the proper use of the **"Project"** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and **Owners** of property within the

area affected by the **"Project"** are within a class of foreseeable persons who will be relying on the **"Project"** being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **"Project"**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **"Project"** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **"Project"** will conform to its foreseeable use as a **"Project"** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **"Project"; that** the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **"Project"** is designed; and the **"Project"** will be inspected in a workmanlike, professional manner and will be suitable for the **"Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **"Project"**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

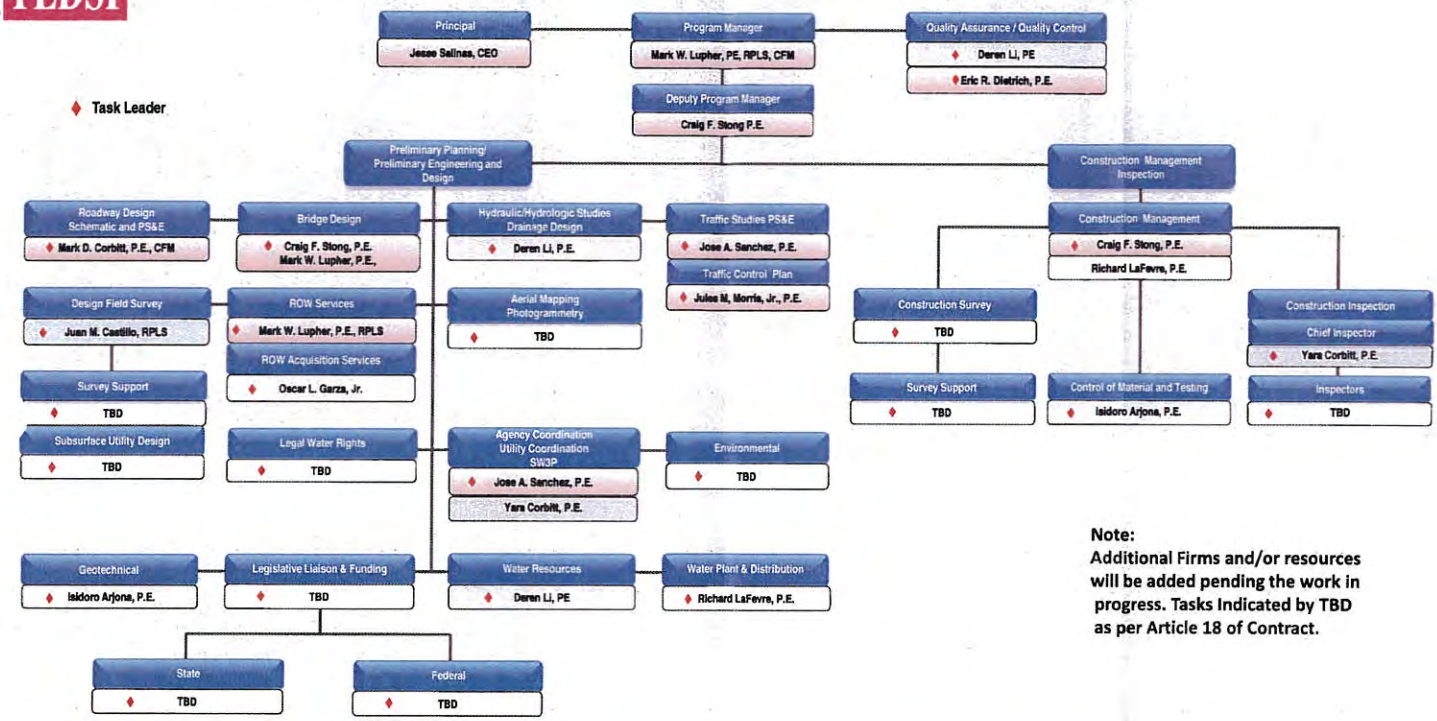
(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement. See Organizational Chart on next page. Additional Firms will be added as work progresses and additional resources are needed for various tasks.

Organization Chart – 2012 DRAINAGE BOND

TEDSI

♦ Task Leader



Note:
Additional Firms and/or resources will be added pending the work in progress. Tasks Indicated by TBD as per Article 18 of Contract.

TEDSI
TEDSI Infrastructure Group, Inc.
1201 E. Expressway 83
Mission, TX 78572
Ph.: (956) 424-7898
Fax: (956) 424-7022
Contact: Jesse Salinas
jsalinas@tedsi.com

CSE Civil Systems Engineering, Inc.
Civil System Engineering, Inc.
2299 Lone Star Drive,Ste 239
Sugar Land, TX 77479
Ph.: (713) 782-3811
Fax: (713) 298-6819
Contact: Deren Li
dli@cseengineers.com

LeFEVRE
LeFEVRE Environmental & Management Consulting
612 Nolana, Suite 355
McAllen, TX 78504
Ph.: (956) 661-8000
Fax: (956) 661-8001
Contact: Richard LaFevre
richard@lefevregroup.com

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78502
Ph.: (956) 682-5332
Fax: (956) 682-5487
Contact: Martin Vila
larjona@rkci.com

Valley Right of Way Consulting Services, L.L.C.
3910 W. Freddy Gonzalez Dr.
Edinburg, TX 78539
Ph.: (956) 929-4942
Contact: Oscar L. Garza, Jr.

Cortran Engineering, PLLC
3123 S Sugar Rd Suite D
Edinburg, Texas 78539
Ph.: (956) 780-0280
Fax: (956) 780-0289
Contact: Yara Corbitt
yara@cortranengineering.com

DLS
Dos Land Surveying, LLC
1002 East Expressway 83
Weslaco, TX 78596
Ph.: (956) 968-4296
Fax: (956) 447-8194
Contact: Juan M. Castillo
mcastillo@doslandsurveying.com

18.1 "Project" Manager. The **Engineer** shall provide a manager **("Project" Manager)** for the **"Project"** that is a registered professional **Engineer** in the State of Texas. The **"Project"** manager shall have such knowledge and experience as will enable that **"Project" Manager** during the course of the **"Project"** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **"Project" Manager** prior to the completion and acceptance of the **"Project",** the **Engineer** will submit a request to change the **"Project" Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **"Project"** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **"Project".** Taking into consideration that the **Owner** has a significant investment is the development of the **"Project",** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **"Project".** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for

indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the* ***Engineer*** *under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **"Project" by Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, **Engineer** or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without

liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER: Hidalgo County Drainage District No. 1
Attn: District Manager

ENGINEER:TEDSI Infrastructure Group, Inc
Attn: Jesse Salinas, President

902 N. Doolittle Rd
Edinburg, TX 78542

1201 E. Expressway 83
Mission, Texas 78572

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to

create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the 9th day of ~~February~~ April 9, 2013.

ENGINEER:

TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas, President / CEO

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: Ramon Garcia
Ramon Garcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 4/9/13

Approved as to form:

Atlas, Hall & Rodriguez, LLP

By: ~~Atlas & Hall, L.L.P.~~
Stephen L. Crain

Attachments:
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D – Engineers Contract Rates
Exhibit E – Work Authorization Form
Exhibit F – Supplemental Agreement
Exhibit G – Certificate of Insurance

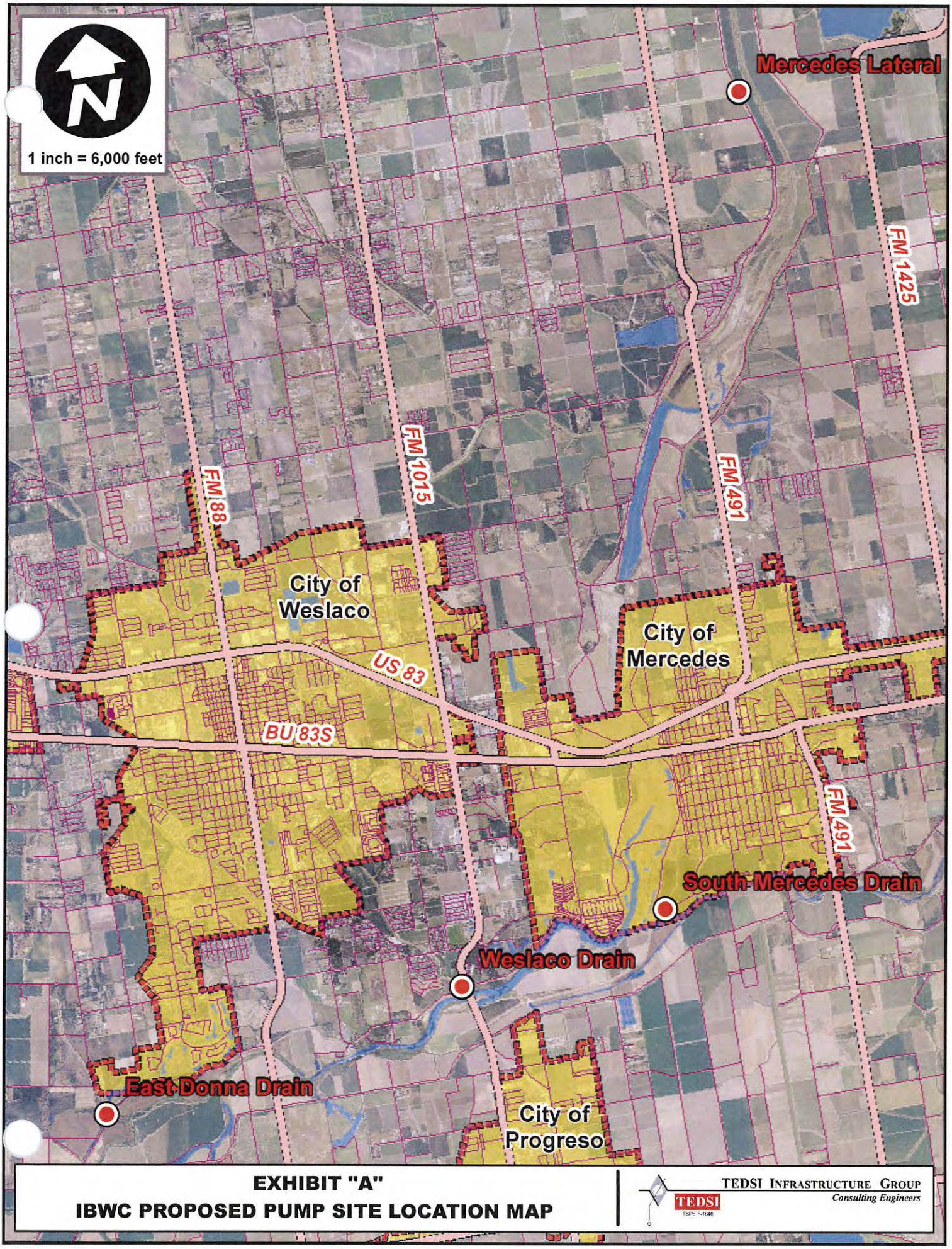


EXHIBIT "A"

IBWC PROPOSED PUMP SITE LOCATION MAP

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1646



EXHIBIT "B"
IBWC PROPOSED PUMP SITE LOCATION MAP FOR THE EAST DONNA DRAIN

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640

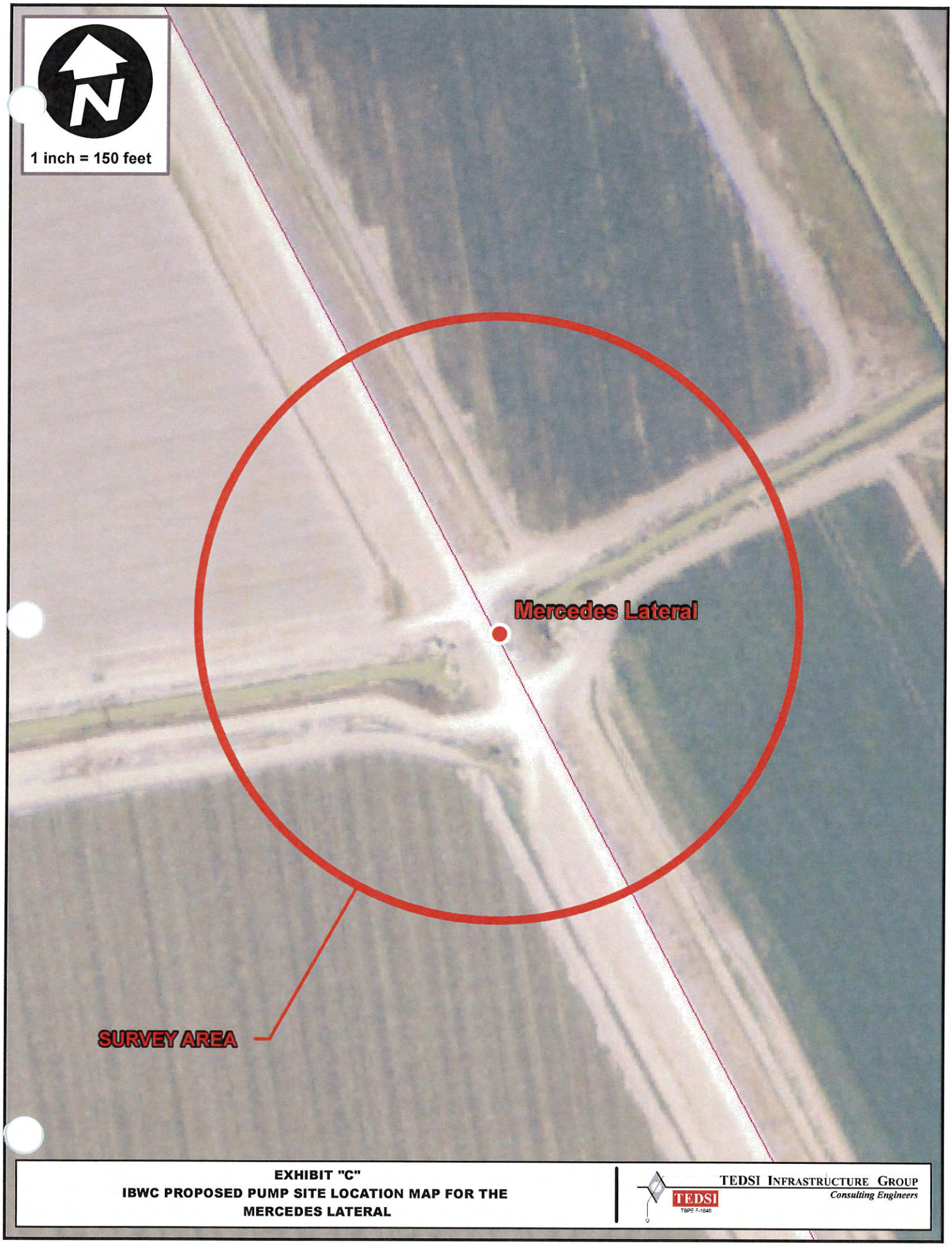


EXHIBIT "C"
IBWC PROPOSED PUMP SITE LOCATION MAP FOR THE MERCEDES LATERAL

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640



EXHIBIT "D"
IBWC PROPOSED PUMP SITE LOCATION MAP FOR THE SOUTH MERCEDES DRAIN

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1646



EXHIBIT "E"
IBWC PROPOSED PUMP SITE LOCATION MAP FOR THE WESLACO DRAIN

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640

EXHIBIT "A"

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 the **"Project"**.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **"Project"**.

(5) Provide timely review and decisions in response to the **ENGINEER**'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 the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **"Project"** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

(9) Review and approve the **"Project"** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT "B"
Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES ***(Basic* or *Special)*** 2 - 3
EXPANDED DESCRIPTION OF SERVICES: 3 - 23

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development **4**
(1) Project Development Schedule 4
(2) Construction Estimate 4
(3) Quality Control/Quality Assurance Program 4
(4) Subcontract Administration 4
(5) Funding Sources 4
(6) Capital Improvement Program 5
(7) Management/Coordination of Engineering Activities 5
(8) Implementation of QC/QA Program 5

(B) Preliminary Engineering **5**
(1) Preliminary Concept Conference 5
(2) Management/Coordination of Engineering Activities 5
(3) Implementation of QC/QA Program 6
(4) Preparation of ***"Preliminary Engineering Report"*** 6
(5) Coordination with all Reviewing Agencies 6

(C) Final Design **6**
(1) ***"Design Policy & Procedures Manual"*** 6
(2) Design Concept Conference 7
(3) Management/Coordination of Engineering Activities 7
(4) Implementation of QC/QA Program 7

(D) Construction Management **7**
(1) ***"Construction Management Policy & Procedures Manual"*** 7
(2) Construction Bidding 7
(3) Owner's Representative 8
(4) Defects and Deficiencies 8
(5) Progress Reports 8
(6) Contractor Payment 8
(7) Project Site Management 8
(8) Implementation of QC/QA Program 8
(9) Change Orders 9
(10) Final Acceptance 9

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) **Environmental Document Preparation & Public Involvement (if required by Federal Agencies)** 10

(2) **Field Surveying & Photogrammetry (if not provided by Owner)** 11

(3) **Water Resource Management Planning** 11

(4) **Water Rights Attorney** 11

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering **12**
(1) Preliminary Field Surveying 12
(2) Data Collection 12
(3) Geographical Information System 13
(4) Hydrologic Analysis 13
(5) Hydraulic Analysis 14
(6) Flood Plain Mapping 14
(7) Water Treatment & Distribution System 14
(8) Alternate Solutions & Recommendations 16
(9) Final Report – ***"Preliminary Engineering Report"*** 16

(B) Final Design **16**
(1) Right-of-Way Data 16
(2) R.O.W. Acquisition Services 17
(3) Design Field Surveying 20
(4) Geotechnical Investigations 20
(5) Permitting 20
(6) Channel / Drainage Design 20
(7) Roadway Design 20
(8) Bridge Design 20
(9) Plans, Specifications, and Estimates (PS&E) 21

(C) Construction **21**
(1) Construction Bidding Documents 21
(2) Project Site Representation 22
(3) Miscellaneous Technical Activities 22
(4) Final Acceptance 23

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Legislative Liaison & Funding Application Preparation	***Special***
(6) Capital Improvement Program (CIP)	***Basic***
(7) Management / Coordination of Engineering Activities	***Basic***
(8) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) ***"Design Policy & Procedures Manual"***	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***
(4) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) ***"Construction Management Policy & Procedures Manual"***	***Basic***
(2) Construction Bidding	***Basic***
(3) Owner's Representative	***Basic***
(4) Defects and Deficiencies	***Basic***
(5) Monthly Construction Progress Reports	***Basic***
(6) Recommendations for Payment to the Construction Contractor	***Basic***
(7) Project Site Management	***Special***
(8) Implementation of Qc/QA Program	***Basic***
(9) Change Orders	***Special***
(10) Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2) Field Surveying & Photogrammetry (if not provided by Owner)	***Special***
(3) Water Resource Management Planning	***Special***
(4) Water Rights Attorney	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Water Treatment & Distribution	***Basic***
(8) Alternate Solutions /Recommendations for Final Design	***Basic.***
(9) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Right-of-Way Data and ROW Map	***Special***
(2) Right of Way Acquisition Services	***Special***
(3) Design Field Surveying	***Special***
(4) Geotechnical Investigations and Reports	***Special***
(5) Permitting	***Basic***
(6) Channel / Drainage Design	***Basic***
(7) Roadway Design	***Basic***
(8) Bridge Design	***Basic***
(9) Plans, Specifications & Estimates	***Basic***

(C) Construction:

(1) Construction Bidding Documents	***Basic***
(2) Project Site Representation:	***Special***
a. Engineering Support Data for Defects & Deficiencies	***Special***
b. Daily and Weekly Construction Reports	***Special***
c. Measurement / Calculations for Contractor Payment	***Special***
d. Project Engineer / Resident Engineer Services	***Special***
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	***Special***
b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. Performance Testing	***Special***
b. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(A) Preliminary Project Planning and Development. In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) **Funding Sources**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources. If approved by the **Owner** as ***Special Services***, the **Engineer**'s responsibilities regarding funding sources will include the following:

(a) **Liaison (Engineer)** will act as Corporate Sponsor for obtaining funding from potential

funding sources for the **Project**. The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies for possible funding assistance.

(b) The **Engineer** will identify and develop a list of possible funding sources for the **Project**.

(c) The **Engineer** will prepare all required applications to funding sources.

(6) **Capital Improvement Program (CIP).** If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

(7) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) **Implement QC/QA Program.** The **Engineer** will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report".*** Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development of a Geographical Information

System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report"***, and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report: *"Preliminary Engineering Report".*** The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual".*** The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the **Engineer** to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents

I. *EM* (continued)

(i) CADD Standards
(j) Specifications

(2) **Design Concept Conference (DCC)**. The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

(3) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Construction Management Policy & Procedures Manual"***. The **Owner** shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the **Project.** The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized construction contract, the **Engineer** shall use the **Engineer**'s best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor"**. The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(5) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(7) **Project Site Management**. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program

developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project.***

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** ***(if required by Federal/State agencies)***

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(i) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii)scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(i) Public Meetings – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing – After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

II. Preliminary Project Planning & Development (continued)

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) **Field Surveying and Photogrammetry** ***(if not provided by Owner)***

(a) ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer,** the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the **Project**, a base map background will be provided to the **Engineer** through the **Owner**.

(c) The **Owner** shall provide primary **Project** control for field surveying by establishing horizontal and vertical control points, and the **Engineer** shall establish secondary **Project** control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:
(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

(3) **Water Resource Management Planning**

The Engineer shall provide water resources management planning to include identification of development opportunities, formulating alternative plans, evaluation and optimization of plans. Multiple users, multiple purposes, and multiple objectives must be considered in defining the development plans.

The Engineer shall provide Public Involvement that will be a critical role in the planning process. Economic, ecological, environmental, and social impacts of each alternative plan will be considered. An important and quantifiable criterion for plan evaluation is the economic benefits and costs a plan would entail were it implemented. The overall planning process will be based on a systematic planning approach.

(4) **Water Rights Attorney**

The Engineer shall provide and retain the services of an attorney registered with the State Bar or Texas with professional experience in Texas Law of Water Rights. The attorney retained will provide consultation on applicable State Law regarding water rights and other services as required by Hidalgo County Drainage District No. 1.

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Raymondville Drain Outfall Study",*** or in the **Turner, Collie and Braden, Inc. Engineer Report – "Flood Protection Plan"**, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition
(vii) Building and property inventory
Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4,

with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No. 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Water Treatment & Distribution System**

The Engineer shall provide Preliminary Planning Design Phase Services for a Water Treatment Plant and Water Distribution System as per the items below:

Preliminary Planning Phase:

(a) Water Distribution System: Engineering Feasibility Report
- (i) Determination of possible distribution routes and analysis of alternatives.
- (ii) Analysis of booster station(s), elevated storage, interconnects, outfalls, conveyance and analysis of alternatives for these items if needed.
- (iii) Recommendation of distribution routes and conveyance methods and facilities.
- (iv) Engineer's Onion of Estimated Costs

(b) Water Treatment Plant - Engineering Feasibility Report
- (i) Raw water analysis of analytical lab analysis of water available for treatment.
- (ii) Determination of treatment alternatives
- (iii) Analysis of treatment alternatives
- (iv) Recommendation of treatment methods
- (v) Engineer's Opinion of Estimated Costs
- (vi) TCEQ Assistance with application for treatment plant and authorization
- (vii) The Engineer shall provide TCEQ coordination and application for authorization of the Drainage District to supply treated water.
- (viii) Plant Pilot Study.
- (vix) The Engineer shall provide Raw water analytical samples to a TCEQ approved laboratory.
- (x) The Engineer shall provide and prepare an Environmental Information Document (EID) as per the Texas Water Development Board criteria. It's our understanding that some component of TWDB funding may be utilized for this project.

The Engineer shall provide Final Design Phase Services for a Water Treatment Plant and Water Distribution System as per the items below:

(8) Design

(a) Design of recommended water treatment plant for raw water use and potable water production. This includes:

- (i) raw water pump station and intake structure,
- (ii) raw water piping,
- (iii) raw water pumps and electrical components of raw water pump station,
- (iv) hydraulic profile of water treatment plant,
- (v) plant piping,
- (vi) Pretreatment
- (vii) controls and monitoring equipment, SCADA, and auxiliary controls,
- (viii) filtration and treatment vessels,
- (ix) sludge pumps,
- (x) clarifiers,
- (xi) disinfection equipment and monitoring equipment,
- (xii) clearwells,
- (xiii) treated water pumps (high service pumps),
- (xiv) sludge treatment and dewatering equipment, belt filters/sludge drying beds

(b) Design of Water Distribution System for treated Raw Water and Potable Water

This includes:
(i) Design of treated water pipe, sizes, and material types,
(ii) Air release valves,

(iii) Booster station, pumps and storage vessels if needed, elevated storage tanks (if needed),

(9) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(10) **Final Report**

The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or Hidalgo County limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Right Of Way Acquisitions**. - Project Administration

(a) Negotiation of Scope of Services for Work Authorization

i Acquisition Provider will visit project site with Hidalgo County personnel if necessary.

(b) Project Presence at Consultant Office Headquarters

(i) Full Project Office.

1. No Joint Use of Hidalgo County or TxDOT facilities
2. Open during normal Hidalgo County and State work hours
3. Personnel available to answer questions
4. Availability of Project Files
5. At least one office staff member is required to be a current commissioned notary public

(c) Overhead Cost

(i) Administrative costs.

(d) Communication

(i) Provide monthly progress reports with invoice.
(ii) Participate in project review meetings as determined by the Hidalgo County.
(iii) Prepare initial property owner contact list for use by the Hidalgo County in distribution of Acquisition Provider introduction letters.

(e) File Management

(i) Project and parcel files will be kept in the Hidalgo County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the Hidalgo County office as they are generated or received by the Acquisition Provider, if necessary.
(ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
(iii) Maintain records of all payments including check number, amount and date paid, etc.
(iv) Provide copies of all incoming and outgoing correspondence as generated if requested by Hidalgo County at provider conference.
(v) Maintain copies of all correspondence and contacts with property owners.

(f) Negotiations, Tasks, and Fees

(i) Analyze appraisal and appraisal review reports and confirm the Hidalgo County's approval value prior to making offer for each parcel.

(ii) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

(iii) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by Hidalgo County/TxDOT on applicable Hidalgo County/TxDOT forms.

(iv) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

(v) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

(vi) Respond to property owner inquires verbally and in writing within two business days.

(vii) Prepare a separate negotiator contact report for each parcel per contact.

(viii) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

(vix) Advise property owner on the Administrative Settlement process. Transmit to Hidalgo County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with Hidalgo County/TxDOT policy and procedures.

(x) Prepare final offer letter, documents of conveyance as necessary.

(xi) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

(xii) Meet at the Consultants ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

(xiii) Provide a monthly progress report per parcel by the 25th of the month with invoice.

(xiiii) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the Hidalgo County Attorney.

(g) After the hearing is set, the Hidalgo County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If It is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

(h) Once the notices have been served, the Hidalgo County Attorney shall file the original notices with the court and send copies stamped "copy" to Consultant's ROW Office.

(i) The Hidalgo County's Attorney shall send a reminder letter 2-3 weeks in advance to the Hidalgo County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

(j) Post Hearing Support (by Hidalgo County Attorney)

(k) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to the Hidalgo County clerk's office.

(l) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

(m) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

(n) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the Hidalgo County, 1 certified copy to Consultant with the Commitment to request the warrant in the amount of the Special Commissioners Award.

(o) Send the Commitment and the Award to Hidalgo County, along with individual special commissioner's billing requesting the payment for their fees.

(p) File Hidalgo County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date fo the deposit. The Date of Deposit is the Date of Take.

(q) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

(r) Send written notices of the date of deposit to the Hidalgo County Administration office and al interested parties.

(s) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witness as requested.

(t) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the Hidalgo County Attorney's office for his further handling in accordance to the Eminent Domain process by the Hidalgo County.

(3) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(4) **Geotechnical Investigations (Special Services)**
The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(5) **Permitting**
The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(6) **Channel/Drainage Design**
The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (Hidalgo County, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable Hidalgo County, County, State, and/or Federal agencies for approval.

(7) **Roadway Design**
The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (Hidalgo County, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable Hidalgo County, County, State, and/or Federal agencies for approval.

(8) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (Hidalgo County, County, or State), of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall
in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable Hidalgo County, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(9) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable Hidalgo County, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(d) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(f) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

III. Preliminary Engineering, Final Design & Construction (continued)

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I – Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

III. Preliminary Engineering, Final Design & Construction (continued)

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) **Final Acceptance**

(a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the ***engineering*** support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident Engineer***, as directed by the **Owner**.

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the **Owner** in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

Work Authorization No. 1
Contract No. _____

2012 HCDD#1 Bond Fund Flood Pumps at 4 locations in Precinct #1

Estimated Construction Cost / per Location	**$1,100,000.00**
Basic Services:	
Item #1 - H&H	***$10,183..06***
Item #2 - PS&E	***$72,375.65***
Total Basic Services per location	**$82,558.71**
Additional Special Services:	
Item #3 – Design Field Survey	***$19,913.16***
Item #4 – Construction Staking	***$9,150.96***
Item #5 – Construction Management & Inspection	***$23,684.27***
Total Additional Special Services per location	**$52,748.39**
Total WA#1 Lump Sum Amount for all 4 Flood Pump Locations in Precinct #1	**$541,228.40**

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

TEDSI Infrastructure Group, Inc.

LABOR:

Job Description	Contract Rate** 2013	Contract Rate** 2014	Contract Rate** 2015	Contract Rate** 2016	Contract Rate** 2017	Contract Rate** 2018	Contract Rate** 2019	Contract Rate** 2020	Contract Rate** 2021	Contract Rate** 2022	Contract Rate** 2023
Engineering											
Principal (QC/QA)	$266.62	$279.95	$293.95	$308.65	$324.08	$340.28	$357.30	$375.16	$393.92	$413.62	$434.30
Project Manager (VIII)	$232.61	$244.24	$256.45	$269.28	$282.74	$296.88	$311.72	$327.31	$343.67	$360.85	$378.90
Sr. Engineer (V)	$187.37	$196.74	$206.58	$216.90	$227.75	$239.14	$251.09	$263.65	$276.83	$290.67	$305.21
Project Engineer (III)	$159.15	$167.11	$175.46	$184.24	$193.45	$203.12	$213.28	$223.94	$235.14	$246.89	$259.24
Project Engineer (II)	$144.56	$151.79	$159.38	$167.35	$175.71	$184.50	$193.72	$203.41	$213.58	$224.26	$235.47
Project Engineer (I)	$127.75	$134.14	$140.84	$147.89	$155.28	$163.04	$171.20	$179.76	$188.74	$198.18	$208.09
Engr. In Training (E.I.T.)	$122.87	$129.01	$135.46	$142.24	$149.35	$156.82	$164.66	$172.89	$181.53	$190.61	$200.14
Sr. Engineering Designer	$117.57	$123.45	$129.62	$136.10	$142.91	$150.05	$157.56	$165.43	$173.70	$182.39	$191.51
Engineering Designer	$109.24	$114.70	$120.44	$126.46	$132.78	$139.42	$146.39	$153.71	$161.40	$169.47	$177.94
CADD Operator	$104.61	$109.84	$115.33	$121.10	$127.15	$133.51	$140.19	$147.20	$154.56	$162.28	$170.40
Project Administrator	$73.13	$76.79	$80.63	$84.66	$88.89	$93.33	$98.00	$102.90	$108.05	$113.45	$119.12
Surveying											
Reg. Public Land Surveyor	$211.07	$221.62	$232.70	$244.34	$256.56	$269.38	$282.85	$297.00	$311.85	$327.44	$343.81
Project Supervisor SIT	$129.85	$136.34	$143.16	$150.32	$157.83	$165.73	$174.01	$182.71	$191.85	$201.44	$211.51
Survey Technician	$101.83	$106.92	$112.27	$117.88	$123.78	$129.96	$136.46	$143.29	$150.45	$157.97	$165.87
Abstractor	$80.00	$84.00	$88.20	$92.61	$97.24	$102.10	$107.21	$112.57	$118.20	$124.11	$130.31
2-man Survey Crew	$160.00	$168.00	$176.40	$185.22	$194.48	$204.21	$214.42	$225.14	$236.39	$248.21	$260.62
3-man Survey Crew	$200.00	$210.00	$220.50	$231.53	$243.10	$255.26	$268.02	$281.42	$295.49	$310.27	$325.78
GPS Survey Crew	$225.00	$236.25	$248.06	$260.47	$273.49	$287.16	$301.52	$316.60	$332.43	$349.05	$366.50

**These are the rates to be determined for each work authorization

EXHIBIT "D"
CONTRACT RATES

Civil Systems Engineering, Inc.

Labor/Staff Classification	FY 13 Contract Rate	FY 14 Contract Rate
Principal/QA/QC	$219.52	$226.11
Program Manager	$192.08	$197.84
Project Manager	$178.36	$183.71
Hydraulic Engineer	$164.64	$169.58
Project Engineer	$164.64	$169.58
GIS Specialist	$137.20	$141.32
Admin/Clerical	$68.60	$70.66

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

LeFevre Engineering & Management Consulting, LLC

LABOR:

Job Description	Contract Rate** 2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Engineering											
Principal (QC/QA)	$227.16	$236.25	$245.70	$255.52	$265.75	$276.37	$287.43	$298.93	$310.88	$323.32	$336.25
Project Manager (VIII)	$127.88	$133.00	$138.32	$143.85	$149.60	$155.59	$161.81	$168.28	$175.01	$182.01	$189.29
Project Engineer (III)	$141.38	$147.04	$152.92	$159.03	$165.39	$172.01	$178.89	$186.05	$193.49	$201.23	$209.28
Sr. Engineering Designer	$114.42	$119.00	$123.76	$128.71	$133.86	$139.21	$144.78	$150.57	$156.59	$162.86	$169.37
Sr. CADD Operator	$92.55	$96.25	$100.10	$104.11	$108.27	$112.60	$117.11	$121.79	$126.66	$131.73	$137.00
CADD I Draftsman	$60.58	$63.00	$65.52	$68.14	$70.87	$73.70	$76.65	$79.72	$82.91	$86.22	$89.67
Administrative Assistant	$36.75	$38.22	$39.75	$41.34	$42.99	$44.71	$46.50	$48.36	$50.29	$52.31	$54.40

**These are the rates to be determined for each work authorization

EXHIBIT "D"
CONTRACT RATES

VALLEY RIGHT OF WAY
CONSULTING SERVICES, L.L.C.

Labor/Staff Classification	FY 13 Contract Rate	FY 14 Contract Rate
Principal/Acqusition Manager	$200.00	$210.00
Program Manager - QA/QC	$125.00	$131.25
Real Estate Closer	$115.00	$120.75
Real Estate Transaction Accountant	$95.00	$99.75

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

Cortran

LABOR:

Job Description	Contract Rate** 2013	Contract Rate** 2014	Contract Rate** 2015	Contract Rate** 2016	Contract Rate** 2017	Contract Rate** 2018	Contract Rate** 2019	Contract Rate** 2020	Contract Rate** 2021	Contract Rate** 2022	Contract Rate** 2023
Engineering											
Principal (QC/QA)	$211.31	$221.88	$232.97	$244.62	$256.85	$269.69	$283.18	$297.33	$312.20	$327.81	$344.20
Project Manager (VIII)	$191.59	$201.17	$211.23	$221.79	$232.88	$244.52	$256.75	$269.59	$283.07	$297.22	$312.08
Sr. Engineer (V)	$180.32	$189.34	$198.80	$208.74	$219.18	$230.14	$241.65	$253.73	$266.41	$279.74	$293.72
Project Engineer (III)	$169.05	$177.50	$186.38	$195.70	$205.48	$215.76	$226.54	$237.87	$249.76	$262.25	$275.36
Project Engineer (II)	$157.78	$165.67	$173.95	$182.65	$191.78	$201.37	$211.44	$222.01	$233.11	$244.77	$257.01
Project Engineer (I)	$146.51	$153.84	$161.53	$169.60	$178.08	$186.99	$196.34	$206.15	$216.46	$227.29	$238.65
Engr. In Training (E.I.T.)	$107.07	$112.42	$118.04	$123.95	$130.14	$136.65	$143.48	$150.66	$158.19	$166.10	$174.41
Sr. Engineering Designer	$84.53	$88.76	$93.19	$97.85	$102.75	$107.88	$113.28	$118.94	$124.89	$131.13	$137.69
Engineering Designer	$78.89	$82.83	$86.98	$91.33	$95.89	$100.69	$105.72	$111.01	$116.56	$122.38	$128.50
CADD Operator	$70.44	$73.96	$77.66	$81.54	$85.62	$89.90	$94.40	$99.12	$104.07	$109.28	$114.74
Project Administrator	$56.35	$59.17	$62.13	$65.23	$68.49	$71.92	$75.51	$79.29	$83.25	$87.42	$91.79

**These are the rates to be determined for each work authorization

INPUT RATE BY CLASSIFICATION FOR 2013 ONLY. ALL OTHERS WILL CALCULATE WITH A 5% ESCALATION PER YEAR

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

Raba Kistner

LABOR:

Job Description	Contract Rate** 2013	Contract Rate** 2014	Contract Rate** 2015	Contract Rate** 2016	Contract Rate** 2017	Contract Rate** 2018	Contract Rate** 2019	Contract Rate** 2020	Contract Rate** 2021	Contract Rate** 2022	Contract Rate** 2023
Engineering											
Principal (QC/QA)	$195.00	$204.75	$214.99	$225.74	$237.02	$248.87	$261.32	$274.38	$288.10	$302.51	$317.63
Project Manager (VIII)	$185.00	$194.25	$203.96	$214.16	$224.87	$236.11	$247.92	$260.31	$273.33	$287.00	$301.35
Sr. Engineer (V)	$185.00	$194.25	$203.96	$214.16	$224.87	$236.11	$247.92	$260.31	$273.33	$287.00	$301.35
Project Engineer (III)	$165.00	$173.25	$181.91	$191.01	$200.56	$210.59	$221.12	$232.17	$243.78	$255.97	$268.77
Project Engineer (II)	$150.00	$157.50	$165.38	$173.64	$182.33	$191.44	$201.01	$211.07	$221.62	$232.70	$244.33
Project Engineer (I)	$140.00	$147.00	$154.35	$162.07	$170.17	$178.68	$187.61	$196.99	$206.84	$217.19	$228.05
Engr. In Training (E.I.T.)	$105.00	$110.25	$115.76	$121.55	$127.63	$134.01	$140.71	$147.75	$155.13	$162.89	$171.03
Geologist	$110.00	$115.50	$121.28	$127.34	$133.71	$140.39	$147.41	$154.78	$162.52	$170.65	$179.18
Senior Geologist	$145.00	$152.25	$159.86	$167.86	$176.25	$185.06	$194.31	$204.03	$214.23	$224.94	$236.19
Geotechnical Techician	$85.00	$89.25	$93.71	$98.40	$103.32	$108.48	$113.91	$119.60	$125.58	$131.86	$138.46
Project Administrator	$65.00	$68.25	$71.66	$75.25	$79.01	$82.96	$87.11	$91.46	$96.03	$100.84	$105.88

**These are the rates to be determined for each work authorization

INPUT RATE BY CLASSIFICATION FOR 2013 ONLY. ALL OTHERS WILL CALCULATE WITH A 5% ESCALATION PER YEAR

EXHIBIT "D"
CONTRACT RATES

VALLEY RIGHT OF WAY
CONSULTING SERVICES, L.L.C.

Labor/Staff Classification	FY 13 Contract Rate	FY 14 Contract Rate
Principal/Acqusition Manager	$200.00	$210.00
Program Manager - QA/QC	$125.00	$131.25
Real Estate Closer	$115.00	$120.75
Real Estate Transaction Accountant	$95.00	$99.75

EXHIBIT D

Dos Land Surveying

LABOR:

Job Description	Contract Rate 2013	Contract Rate 2014	Contract Rate 2015	Contract Rate 2016
Surveying				
Reg. Professional Land Surveyor	$204.21	$214.42	$225.14	$236.39
Party Chief	$153.15	$160.81	$168.85	$177.29
Survey Crew (2 person)	$143.40	$150.56	$158.09	$166.00
Survey Crew (3 person)	$170.19	$178.70	$187.64	$197.02
Survey Technician	$99.56	$104.53	$109.76	$115.25
CADD	$82.90	$87.04	$91.39	$95.96

** These are the rates to be determined for each work authorization

PRIME PROVIDER AND SUBPROVIDER

OTHER DIRECT EXPENSES			
Type	**Unit**	**Fixed Cost**	**Maximum Cost**
Lodging/Hotel	day/person		Current State Rate
Lodging/Hotel Taxes/fees	day/person		Current State Rate
Meals	day/person		Current State Rate
Mileage	mile	Current State Rate	
Rental Car (Taxes/Fees not included; Insurance costs will not be reimbursed)	day		At Cost
SUV or ATV Rental (Taxes/Fees not included; Insurance costs will not be reimbursed)	day		At Cost
Lease Vehicle (Includes taxes and fees; Insurance costs will not be reimbursed)	month		At Cost
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		At Cost
Air Travel - In State - 2+ Wks Notice	Rd Trip/person		At Cost
Air Travel - Out of State - Short Notice	Rd Trip/person		At Cost
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person		At Cost
Luggage (with air travel)	One-Way		At Cost
Parking	day		At Cost
Parking	week		At Cost
Toll Charges	each		At Cost
Taxi/Cab fare	each/person		At Cost
Internet	month		At Cost
Telephone	month		At Cost
Conference Calls	month		At Cost
Furniture Rental for Temporary Office	month		At Cost
Standard Postage	letter	Current Postal Rate	
Postage & Shipping	month		At Cost
Overnight Mail - letter size	each		At Cost
Overnight Mail - oversized box	each		At Cost
Courier Services	each		At Cost
Photocopies B/W (8 1/2" X 11")	each		$0.15
Photocopies B/W (11" X 17")	each		$0.30
Photocopies Color (8 1/2" X 11")	each		$1.20
Photocopies Color (11" X 17")	each		$2.25
Digital Ortho Plotting	sheet		$10.00
Blueline Prints (24" X 36")	each		$6.00
Bond Paper Plot (Blueline/Blackline)	linear foot		$4.50
Blueline/Blackline Prints (8 1/2" X 11")	sheet		$0.10
Blueline/Blackline Prints (11" X 17")	sheet		$0.20
Blueline/Blackline Prints (22" X 34")	sheet		$6.00
Plots (B/W on Bond)	square foot		$6.00
Plots (Color on Bond)	square foot		$8.00
Plots (Color on Photgraphic Paper)	square foot		$10.00
Color Graphics on Foam Board	each		$100.00
Color Graphics on Foam Board	square foot		$20.00
Presentation Boards 30" X 40" Color Mount	each		$175.00
Vellum Plot	linear foot		$15.00

OTHER DIRECT EXPENSES			
Type	**Unit**	**Fixed Cost**	**Maximum Cost**
Mylar Plot	square foot		$12.00
Mylars (Half Size)	each		$4.00
Mylars (Full Size)	each		$7.00
Mylar (8 1/2" X 11")	sheet		$3.00
Mylar (11" X 17")	sheet		$6.00
Mylar (22" X 34")	sheet		$16.00
Outside Printing - Reports	each		At Cost
Report Binding	each		At Cost
Notebooks	each		At Cost
Reproduction of CD/DVD	each		At Cost
CDs	each		At Cost
Film - 24 Exp Roll	roll		At Cost
Fim Processing - 24 Exp Roll	roll		At Cost
4" X 6" Digital Color Print	picture		At Cost
Historical Aerial Images	unit		At Cost
Aerial Photographs (1" = 500' scale)	each		At Cost
Tx Parks & Wildlife Data Request Fees	each		At Cost
Hazardous Materials Database Search	per search		At Cost
Required Permit Fees	each		At Cost
Backhoe Rental w/operator	day		At Cost
GPS Receiver	hour		At Cost
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day		At Cost
Curator (Drawer & TX Archaelogical Research Lab for artifacts & report	per project		At Cost
Traffic Control	day		At Cost
Newspaper Advertisement	per publication		At Cost
Court Reporter	page		At Cost
Court Reporter (Public Hearings & Transcription)	day		At Cost
Law Enforcement/Uniform Officer	hour/officer		At Cost
Professional Narrator for Public Involvement	event		At Cost
Translator (English to Spanish) for Public Involvement	event		At Cost
Translator (English to Spanish or Sign Language)	hour		At Cost
Custodian for Public Involvement	hour/custodian		At Cost
Sound Technican for Public Involvement	event		At Cost
Public Involvement Facilty Rental	event		At Cost
Audio - Visual Equipment Rental	event		At Cost
Audio - Equipment Rental	each		At Cost

OTHER DIRECT EXPENSES			
Type	**Unit**	**Fixed Cost**	**Maximum Cost**
Public Notices - Mass Mailing	500		At Cost
Desktop & Microcomputer w/Plotter	hour		At Cost
Microstation CADD System w/Plotter	hour		At Cost
Robotic Total Station	day		At Cost
Boat with Motor	day		At Cost
GPS RTK	hour		At Cost
GPS Static	hour		At Cost
Map Records	sheet		At Cost
Certified Deed Copies	sheet		At Cost
Deed Copies	sheet		At Cost
Web Site Registration	year		At Cost
Web Site Hosting	year		At Cost
Website Hosting for GIS	month		At Cost
Website Hosting for Core Systems (P6, Cobra, Sharepoint)	month		At Cost
Project Office Setup Cost (equipment only)	each		At Cost
Monthly IT Maintenance	month	$1,000.00	At Cost
Software License	year		At Cost
			At Cost
Property Record Fees (Courthouse and Courthouse Direct Record Fees) Fee may very Based on the number of Parcels	Per Project		At Cost
Type II ROW Monument - **Drilled** (Includes One Call, crew time, equipment, materials, rentals, & labor.) Brass Marker supplied by TxDOT.	Each		At Cost
Type II ROW Monument - **Poured** (Includes One Call, crew time, equipment, materials, rentals, labor.) Brass Marker supplied by TxDOT.	Each		At Cost
Reprographics	per sq. ft.		At Cost
Aerial Photography Mobilization Fee	Per Project		At Cost
Project Flight Miles (on project flight miles)	Per Mile		At Cost
Airborne GPS/IMU Data collection/Processing	Per Project		At Cost
Black and White Film Processing	Per Frame		At Cost
Color Film Processing	Per Frame		At Cost
Digital Image processing/Film Scanning	Per Frame		At Cost
Enlargement, Laminate, or Mount	Per Sq FT		At Cost
HDS Laser Scanner (Equipment Only)	day		At Cost
Mobile Mapping System (Equipment Only)	day		At Cost
LiDAR Workstation	hour		At Cost
Airborne LiDAR **Mobilization, Helicopter or Fixed Wing** (Includes Airframe, Pilot, LiDAR Operator, Fuel and Transportation Cost)	Per Project		At Cost
Helicopter LiDAR **Acquistion** (Includes aircraft, LiDAR Sensor, Fuel, and Transportation Cost)	Per Hour		At Cost
Fixed Wing LiDAR **Acquistion** (Includes aircraft, LiDAR Sensor, Fuel, and Transportation Cost)	Per Hour		At Cost
Courthouse fees Deeds	per/sheet		At Cost
Courthouse fees Plats	per/sheet		At Cost
SUE Specialized			
Traffic Control signs and stands (standard)	each/per/day		At Cost

OTHER DIRECT EXPENSES			
Type	**Unit**	**Fixed Cost**	**Maximum Cost**
Flashing Arrow Board (standard)	each/per/day		At Cost
Geophysical Locating Equipment (standard)	each/per/hour		At Cost
CADD Workstation with Plotter & Printer	per/hour		At Cost
Utility System Records, as-built drawings	per/sheet		At Cost
Excavation Designating Permit Fees	each		At Cost
Traffic Control (Specialized)	day		At Cost

OTHER DIRECT EXPENSES			
Type	**Unit**	**Fixed Cost**	**Maximum Cost**

PRIME OR SUBPROVIDER NAME: HVJ Associates, Inc.
Description of Work: Construction Material Testing

Contract #

Soils and Flexible Base

				Cost Per Unit					
			Unit*	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Tex-100-E		Surveying and Sampling Soils for Highways (TxPAV or NICET Certified Technician Time)	hr @	$69.03	$70.07	$71.12	$72.18	$73.27	$74.36
Tex -101-E		Preparing Soil and Flexible Base Materials for Testing (TxPAV or NICET Certified Technician Time)	hr @	$69.03	$70.07	$71.12	$72.18	$73.27	$74.36
Tex-103-E	D-2216	Determining Moisture Content in Soils Materials	each	$19.50	$19.79	$20.09	$20.39	$20.69	$21.00
Tex-104-E	D-4318	Determining Liquid Limits of Soils	each	$35.75	$36.28	$36.83	$37.38	$37.94	$38.51
Tex-105-E	D-4318	Determining Plastic Limit of Soils	each	$35.75	$36.28	$36.83	$37.38	$37.94	$38.51
Tex-107-E	D-427	Determining the Bar Linear Shrinkage of Soils	each	$39.00	$39.59	$40.18	$40.79	$41.40	$42.02
Tex-108-E	D-854	Determining the Specific Gravity of Soils	each	$71.49	$72.57	$73.66	$74.76	$75.88	$77.02
Tex-110-E	D-422	Particle Size Analysis of Soils	each	$71.49	$72.57	$73.66	$74.76	$75.88	$77.02
Tex-111-E	D-1140	Determining the Amount of Material in Soils Finer than the 75 m (No. 200) Sieve	each	$58.50	$59.38	$60.27	$61.17	$62.09	$63.02
Tex-113-E		Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	each	$266.41	$270.41	$274.46	$278.58	$282.76	$287.00
Tex-114-E		Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils and Backfill Materials	each	$276.46	$280.61	$284.82	$289.09	$293.42	$297.83
Tex-115-E		Field Method for Determining In-Place Density of Soils and Base Materials	hr @	$69.03	$70.07	$71.12	$72.18	$73.27	$74.36
Tex-116-E		Ball Mill Method for Determining In-Place Density of Soils and Base Materials	each	$227.49	$230.90	$234.36	$237.88	$241.45	$245.07
Tex-117-E		Triaxial Compression for Disturbed Soils and Base Materials	each	$2,367.60	$2,403.11	$2,439.16	$2,475.75	$2,512.88	$2,550.58
Tex-120-E		Soil-Cement Testing	each	$276.46	$280.61	$284.82	$289.09	$293.42	$297.83
Tex-121-E	D-4318	Soil-Lime Testing (4 points)	each	$285.99	$290.28	$294.63	$299.05	$303.54	$308.09
Tex-128-E	D-4972	Determining Soil pH	each	$45.50	$46.18	$46.87	$47.57	$48.29	$49.01
Tex-129-E		Measuring the Resisitivity of Soil Materials	each	$120.89	$122.71	$124.55	$126.42	$128.31	$130.24
Tex-130-E		Slurry Testing	each	$43.98	$44.64	$45.31	$45.99	$46.68	$47.38
Tex-132-E		Texas Cone Penetration	each	$26.00	$26.39	$26.78	$27.19	$27.59	$28.01
Tex-140-E		Measuring Thickness of Pavement Layer	each	$22.10	$22.43	$22.76	$23.10	$23.45	$23.80
Tex-145-E		Determining Sulfate Content in Soils-Coloimetric Method	each	$311.65	$316.32	$321.07	$325.89	$330.77	$335.74
Tex-126-E		Molding, Testing, and Evaluating Bituminous Black Base Materials	each	$2,940.00	$2,984.10	$3,028.86	$3,074.29	$3,120.41	$3,167.21
Tex-131-E		Consolidated Undrained Triaxial Compression Test for Undisturbed Soils (3 points)	each	$1,417.50	$1,438.76	$1,460.34	$1,482.25	$1,504.48	$1,527.05
Tex-145-E		Determining Sulfate Content in Soils - Colorimetric Method	each	$89.25	$90.59	$91.95	$93.33	$94.73	$96.15
	D-698	Standard Compaction Proctor	each	$267.96	$271.98	$276.06	$280.20	$284.40	$288.67
	D-1557	Modified Compaction Proctor	each	$289.28	$293.62	$298.02	$302.49	$307.03	$311.64
	D-806	Cement Content of Freshly Mixed CSS Mixture	each	$289.80	$294.15	$298.56	$303.04	$307.58	$312.20
	D-1883	California Bearing Ratio (CBR), Natural Soil	each	$220.50	$223.81	$227.16	$230.57	$234.03	$237.54
	D-3668	CBR with Additive	each	$334.95	$339.97	$345.07	$350.25	$355.50	$360.84
	D-4429	Field CBR	each	$157.50	$159.86	$162.26	$164.69	$167.16	$169.67
	D-1632 & D1633	Comp. Strength of CSS Sample, Including Molding	each	$69.30	$70.34	$71.39	$72.47	$73.55	$74.66
	D-4254	Maximum & Minimum Density (Sands)	each	$201.60	$204.62	$207.69	$210.81	$213.97	$217.18
	D-2166	Unconfined Compression - Soil	each	$56.70	$57.55	$58.41	$59.29	$60.18	$61.08
	D-2938	Unconfined Compression - Rock	each	$63.00	$63.95	$64.90	$65.88	$66.87	$67.87
	D-2434	Permeability - Constant Head	each	$252.00	$255.78	$259.62	$263.51	$267.46	$271.48
	D-5084	Permeability w/Back Pressure Saturation	each	$395.85	$401.79	$407.81	$413.93	$420.14	$426.44
	D-422	Hydrometer	each	$163.80	$166.26	$168.75	$171.28	$173.85	$176.46
	D-2974	Organic Content	each	$63.00	$63.95	$64.90	$65.88	$66.87	$67.87
	D-2850	Unconsolidated Undrained (Q-Test) - 3 Point Method	each	$119.70	$121.50	$123.32	$125.17	$127.05	$128.95
	D-2435	Consolidation Test	each	$441.00	$447.62	$454.33	$461.14	$468.06	$475.08
	D-4546	Free Swell Test - Method B (Percent Swell Under Applied Load)	each	$126.00	$127.89	$129.81	$131.76	$133.73	$135.74
	D-4546	Constant Volume Swell Test (Swell Pressure and Percent Swell) - Method C	each	$189.00	$191.84	$194.71	$197.63	$200.60	$203.61
	D-5298	Soil Suction Determination	each	$100.80	$102.31	$103.85	$105.40	$106.99	$108.59
		Direct Shear Test (3 Points)	each	$630.00	$639.45	$649.04	$658.78	$668.66	$678.69
		Pinhole Test	each	$264.60	$268.57	$272.60	$276.69	$280.84	$285.05
	D-4647	Crumb Test	each	$35.28	$35.81	$36.35	$36.89	$37.44	$38.01
	D-4221	Double Hydrometer	each	$163.80	$166.26	$168.75	$171.28	$173.85	$176.46

Bituminous Mixtures

			Unit*	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Tex-200-F	C - 136	Sieve Analysis of Fine and Water Absorption of Aggregates	each	$97.49	$98.96	$100.44	$101.95	$103.48	$105.03
Tex-201-F	C-127	Bulk Specific Gravity and Water Absorption of Aggregates	each	$84.50	$85.77	$87.05	$88.36	$89.69	$91.03
Tex-202-F	C-128	Apparent Specific Gravity of Material Finer Than No. 50 (300 um) Sieve	each	$78.00	$79.17	$80.35	$81.56	$82.78	$84.03
Tex-203-F	D-2419	Sand Equivalent Test	each	$162.50	$164.93	$167.41	$169.92	$172.47	$175.06
Tex-204-F	D-1559	Design of Bituminous Mixtures	each	$1,949.94	$1,979.19	$2,008.88	$2,039.01	$2,069.60	$2,100.64
Tex-205-F		Laboratory Method of Mixing Bituminous	hr	$71.41	$72.48	$73.57	$74.67	$75.79	$76.93
Tex-206-F	D-1559	Compacting Test Specimens of Bituminous Mixtures	each	$56.55	$57.40	$58.26	$59.13	$60.02	$60.92
Tex-207-F	D-2726	Determining Density of Compacted Bituminuous Mixtures	each	$70.37	$71.43	$72.50	$73.58	$74.69	$75.81
Tex-208-F		Test for Stabilometer Value of Bituminous Mixtures	each	$105.55	$107.13	$108.74	$110.37	$112.03	$113.71
Tex-210-F	D-2172	Determining Asphalt Content of Bituminous Mixtures by Extraction	each	$175.49	$178.12	$180.79	$183.51	$186.26	$189.05
Tex-227-F		Theoretical Maximum Specific Gravity of Bituminous Mixtures	each	$101.79	$103.32	$104.87	$106.44	$108.04	$109.66
Tex-236-F		Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	each	$155.93	$158.26	$160.64	$163.05	$165.49	$167.98
Tex-217-F		Determining Deleterious Material and Decantation Test for Coarse Aggregates	each	$89.25	$90.59	$91.95	$93.33	$94.73	$96.15
Tex-222-F		Sampling Bituminous Mixtures	hr	$71.41	$72.48	$73.57	$74.67	$75.79	$76.93
Tex-241-F		Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	each	$204.75	$207.82	$210.94	$214.10	$217.31	$220.57
		VMA (Asphalt Inst. Manual No. 2	each	$85.97	$87.26	$88.57	$89.90	$91.25	$92.61
		Abscon Recovery	each	$254.52	$258.34	$262.21	$266.15	$270.14	$274.19
		Ductility	each	$108.36	$109.99	$111.64	$113.31	$115.01	$116.73

		Softening Point (Ring and Ball	each	$108.36	$109.99	$111.64	$113.31	$115.01	$116.73
	D-244	Absolute Viscocity	each	$73.08	$74.18	$75.29	$76.42	$77.56	$78.73
	D-244	Particle Charge	each	$76.86	$78.01	$79.18	$80.37	$81.58	$82.80
	D-244	Sieve Test	each	$49.14	$49.88	$50.63	$51.38	$52.16	$52.94
	D-244	Cement Mixing Test	each	$90.72	$92.08	$93.46	$94.86	$96.29	$97.73
	D-244	Residue by Distillation	each	$187.74	$190.56	$193.41	$196.32	$199.26	$202.25
	D-244	Penetration	each	$93.79	$95.20	$96.62	$98.07	$99.55	$101.04
	D-244	Ductility	each	$132.30	$134.28	$136.30	$138.34	$140.42	$142.52
	D-20	Distillation of Road Tars and Water by Volume	each	$166.32	$168.81	$171.35	$173.92	$176.53	$179.17
	D-70	Specific Gravity of Semi-Solid Bituminous Materials	each	$69.30	$70.34	$71.39	$72.47	$73.55	$74.66
	D-2170	Kinematic Viscocity	each	$73.08	$74.18	$75.29	$76.42	$77.56	$78.73

Aggregates

			Unit*	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Tex-400-A		Sampling Stone, Gravel, Sand and Mineral Aggregates	hr	$71.41	$72.48	$73.57	$74.67	$75.79	$76.93
Tex-401-A		Sieve Analysis of Fine and Coarse Aggregate	each	$65.00	$65.98	$66.97	$67.97	$68.99	$70.03
Tex-402-A		Fineness Modulus of Fine Aggregate	each	$57.20	$58.05	$58.92	$59.81	$60.71	$61.62
Tex-403-A		Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	each	$71.49	$72.57	$73.66	$74.76	$75.88	$77.02
Tex-404-A		Determining Unit Mass (Weight) of Aggregates	each	$57.20	$58.05	$58.92	$59.81	$60.71	$61.62
Tex-405-A		Determining Unit Mass (Weight) of Aggregates	each	$57.20	$58.05	$58.92	$59.81	$60.71	$61.62
Tex-406-A		Material Finer Than 75 µm (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	each	$58.50	$59.38	$60.27	$61.17	$62.09	$63.02
Tex-407-A		Sampling Freshly Mixed Concrete	hr	$71.41	$72.48	$73.57	$74.67	$75.79	$76.93
Tex-408-A		Organic Impurities in Fine Aggregate for Concrete	each	$57.20	$58.05	$58.92	$59.81	$60.71	$61.62
Tex-409-A		Free Moisture and Water Absorption in Aggregate for Concrete	each	$57.20	$58.05	$58.92	$59.81	$60.71	$61.62
Tex-410-A		Abrasion of Coarse Aggregate Using the Los Angeles Machine	each	$239.19	$242.78	$246.42	$250.11	$253.87	$257.67
Tex-411-A		Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate (5 cycles)	each	$392.07	$397.95	$403.92	$409.98	$416.13	$422.37
Tex-413-A		Determining Deleterious Material in Mineral Aggregate	each	$80.60	$81.80	$83.03	$84.28	$85.54	$86.82
Tex-414-A		Air Content of Freshly Mixed Concrete by the Volumetric Method	hr	$69.03	$70.07	$71.12	$72.18	$73.27	$74.36
Tex-415-A		Slump of Portland Cement Concrete	hr	$69.03	$70.07	$71.12	$72.18	$73.27	$74.36
Tex-416-A		Air Content of Freshly Mixed Concrete by the Pressure Method	hr	$69.03	$70.07	$71.12	$72.18	$73.27	$74.36
Tex-417-A		Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	hr	$69.03	$70.07	$71.12	$72.18	$73.27	$74.36
Tex-418-A		Compressive Strength of Cylindrical Concrete Specimens	each	$20.80	$21.11	$21.43	$21.75	$22.08	$22.41
Tex-419-A		Compressive Strength of Concrete using Portions of Beams Broken in Flexure	each	$39.00	$39.59	$40.18	$40.79	$41.40	$42.02
Tex-421-A		Splitting Tensile Strength of Cylindrical Concrete Specimens	each	$124.80	$126.67	$128.57	$130.50	$132.46	$134.44
Tex-422-A		Measuring Temperature of Freshly Mixed Portland Cement Concrete	hr	$69.03	$70.07	$71.12	$72.18	$73.27	$74.36
Tex-423-A		Determining Pavement Thickness by Direct Measurement	each	$26.00	$26.39	$26.78	$27.19	$27.59	$28.01
Tex-424-A		Obtaining and Testing Drilled Cores of Concrete	each	$227.49	$230.90	$234.36	$237.88	$241.45	$245.07
Tex-442-A		Determining Compressive Strength of Grouts	each	$26.00	$26.39	$26.78	$27.19	$27.59	$28.01
Tex-447-A		Making and Curing Concrete Test Specimens	hr	$69.03	$70.07	$71.12	$72.18	$73.27	$74.36
Tex-448-A		Flexural Strength of Concrete Using Simple Beam Third-Point Loading	each	$39.00	$39.59	$40.18	$40.79	$41.40	$42.02
Tex-450-A		Capping Cylindrical Concrete Specimens	each	$51.45	$52.22	$53.01	$53.80	$54.61	$55.43
Tex-460-A		Determining Crushed Face Particle Count	each	$87.97	$89.29	$90.63	$91.99	$93.37	$94.77
		Percent Solids and Voids in Concrete Aggregates	each	$49.14	$49.88	$50.63	$51.38	$52.16	$52.94
		Fine or Coarse Aggregate Angularity	each	$88.20	$89.52	$90.87	$92.23	$93.61	$95.02
		Flat and Elongated Particles	each	$88.20	$89.52	$90.87	$92.23	$93.61	$95.02
		Percentage of Wear	each	$312.48	$317.17	$321.92	$326.75	$331.65	$336.63

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

All rates are negotiated rates and are not subject to change or adjustment.

Other Direct Expenses:	Payment Type	Cost
Mobilization/Demobilization Laboratory	$2,500.00	
AASHTO Accreditation Soil Laboratory	$6,500.00	
AASHTO Accreditation Aggregates Laboratory	$6,500.00	
AASHTO Accreditation Hot Mix Laboratory	$7,500.00	
CCRL Accreditation	$11,000.00	
Equipment Calibration	$1,000.00	
Office Trailer Rental	$500.00	

NOTE: Miscellaneous direct expenses up to $50 per unit will be reimbursed at cost if approved and documented in advance by the TxDOT Project Manager. Miscellaneous direct expenses of $50 per unit or more will not be reimbursed unless a supplemental agreement to the contract and work authorization (if WAs are used) has been executed in advance authorizing the miscellaneous direct expenses. No more than $2,500 in miscellaneous direct expenses may be approved by the TxDOT Project Manager over the life of this agreement.

Costs included in overhead will not be reimbursed as miscellaneous direct expenses.

Bill according to Units Completed.
Receipts or usage logs of other direct expenses not included in the unit cost are necessary for reimburesement.
Profit will not be allowed in Other Direct Expenses.

PRIME OR SUBPROVIDER NAME: HVJ Associates, Inc.
Description of Work: Geotechnical Field Investigation

Geotechnical Field Investigation	Unit*	Cost Per Unit					
		FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Mobilization/Demobilization	each	$600.00	$609.00	$618.14	$627.41	$636.82	$646.37
Drilling & Sampling - Soils	foot	$21.00	$21.32	$21.63	$21.96	$22.29	$22.62
Drilling & Sampling - Soft Rock-Carbide Bit	foot	$29.00	$29.44	$29.88	$30.32	$30.78	$31.24
Drilling & Sampling - Hard Rock-Diamond Bit	foot	$35.00	$35.53	$36.06	$36.60	$37.15	$37.70
Augering - Soils	foot	$15.00	$15.23	$15.45	$15.69	$15.92	$16.16
Borehole Grouting - Bentonite Chips	foot	$8.00	$8.12	$8.24	$8.37	$8.49	$8.62
Standby of Crew	hour	$250.00	$253.75	$257.56	$261.42	$265.34	$269.32
TxDOT Cone Penetrations, TEX-132-E	each	$30.00	$30.45	$30.91	$31.37	$31.84	$32.32
Standard Penetration Tests (SPT)	each	$30.00	$30.45	$30.91	$31.37	$31.84	$32.32
Piezometer - 2"	foot	$30.00	$30.45	$30.91	$31.37	$31.84	$32.32
Piezometer Completion	each	$450.00	$456.75	$463.60	$470.56	$477.61	$484.78
Piezometer Abandonment	each	$450.00	$456.75	$463.60	$470.56	$477.61	$484.78
Pavement Coring - Asphalt	core	$85.00	$86.28	$87.57	$88.88	$90.22	$91.57
Pavement Coring - Concrete	core	$175.00	$177.63	$180.29	$182.99	$185.74	$188.52
Core Boxes	box	$15.00	$15.23	$15.45	$15.69	$15.92	$16.16
Vehicle Trips	trip	$90.00	$91.35	$92.72	$94.11	$95.52	$96.96
Permit Fee - TxDOT	each	$500.00	$507.50	$515.11	$522.84	$530.68	$538.64
Traffic Control - Devices for Single Lane Closure	day	$2,200.00	$2,233.00	$2,266.50	$2,300.49	$2,335.00	$2,370.02
Traffic Control - Off Duty Police Officer	hour	$45.50	$46.18	$46.87	$47.57	$48.29	$49.01
Site Clearance	day	$4,000.00	$4,060.00	$4,120.90	$4,182.71	$4,245.45	$4,309.14
Bulldozer work	hour	$125.00	$126.88	$128.78	$130.71	$132.67	$134.66
Hand Clearing	hour	$200.00	$203.00	$206.05	$209.14	$212.27	$215.46
Debris Removal	dumpster	$720.00	$730.80	$741.76	$752.89	$764.18	$775.64
Manhole Cover for Piezometer	each	$50.00	$50.75	$51.51	$52.28	$53.07	$53.86
Non-Destructive Deflection Testing							
Dynaflect	day	$2,200.00	$2,233.00	$2,266.50	$2,300.49	$2,335.00	$2,370.02
Falling Weight Deflection (FWD)	day	$2,500.00	$2,537.50	$2,575.56	$2,614.20	$2,653.41	$2,693.21
Heavy Weight Deflection (HWD)	day	$2,900.00	$2,943.50	$2,987.65	$3,032.47	$3,077.95	$3,124.12

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

All rates are negotiated rates and are not subject to change or adjustment.

NOTE: Miscellaneous direct expenses up to $50 per unit will be reimbursed at cost if approved and documented in advance by the TxDOT Project Manager. Miscellaneous direct expenses of $50 per unit or more will not be reimbursed unless a supplemental agreement to the contract and work authorization (if WAs are used) has been executed in advance authorizing the miscellaneous direct expenses. No more than $2,500 in miscellaneous direct expenses may be approved by the TxDOT Project Manager over the life of this agreement.

Costs included in overhead will not be reimbursed as miscellaneous direct expenses.

Bill according to Units Completed.

Receipts or usage logs of other direct expenses not included in the unit cost are necessary for reimburesement.

Profit will not be allowed in Other Direct Expenses.

EXHIBIT "D1"
Fee Breakdown

For and in consideration of the ***Basic Services*** as more particularly identified in **EXHIBIT "B"** attached to this Agreement and to be rendered by the **Engineer,** the **Owner** shall pay the **Engineer** the **Basic Services Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee = 9% of the construction cost of the **Project**

Whereas, **Engineering Fee** is the compensation to the **Engineer** for ***Basic Services*** provided by the **Engineer** under I – Engineering Management, II – Preliminary Project Planning & Development and III – Preliminary Engineering, Design and Construction, all of which are more particularly described in **EXHIBIT "B"** attached to this Agreement.

EXHIBIT "D2"
Funding Source Incentive

In accordance with Article 5.3 of this Agreement, the **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer** for obtaining funding from potential funding sources for the development and construction of the **Project** (identified and more particularly described in **EXHIBIT "B1"** attached to this Agreement). This funding source incentive fee shall be considered a special service as outlined in Article 5.2.

The **Owner** will increase the **Basic Services Fee**, as identified in **EXHIBIT "D1"** attached to this Agreement, for compensation to the **Engineer**, from nine percent (9%) up to a maximum of nine and one-half percent (9.50%) of the construction cost of the **Project** for obtaining funding from potential funding sources for **Project** development and construction. The basis of compensation will be as follows:

(Funding Obtained / Construction Cost) %	Increase ***EM*** **Fee** up to:
00.01% – 12.50%	9.0625%
12.51% – 25.00%	9.1250%
25.00% – 37.50%	9.1875%
37.51% – 50.00%	9.2500%
50.01% – 62.50%	9.3125%
62.51% – 75.00%	9.3750%
75.01% – 87.50%	9.4375%
87.51% – 100.00%	9.5000%

Payments to the **Engineer** in meeting the incentive requirements stated above will be made, in accordance with the terms and provisions of Article 6 of this Agreement, by the **Owner**, upon presentation of a **Request for Payment** by the **Engineer**. Previous payments made to the **Engineer** for the **Basic Services Fee** will be ultimately reconciled to the increased fee for **Basic Services Fee** as obtained through these incentive requirements, and the amount of reconciled payment to the **Engineer** for the increased fee for **Basic Services Fee** shall be applied in the next applicable **Request for Payment** by the **Engineer**.

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: Hidalgo County as an Additional Insured for coverages 3 and 4, and a Waiver of Subrogation in favor of the Hidalgo County under coverages 2,3 and 4. Only certificates of insurance published by Hidalgo County are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION I IDENTIFICATION DATA

1.1 TEDSI Infrastructure Group

1.2 1201 E. Expressway 83

1.3 Mission	1.4 Texas	1.5 77572

1.6 Phone Number
Area Code (956) 424-7898

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. WORKERS' COMPENSATION				
	2.1 _____	2.2 _____	2.3 _____	Statutory Texas
Endorsed with a Waiver of Subrogation in favor of Hidalgo County				
3. COMMERCIAL GENERAL LIABILITY				
Bodily Injury/Property Damage	3.1 _____	3.2 _____	3.3 _____	$1,000,000 combined single limit each claim and in the aggregate
Endorsed with Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County.				
4. TEXAS BUSINESS AUTOMOBILE POLICY				
A. Bodily Injury	4.1 _____	4.2 _____	4.3 _____	$250,000 ea. Person $500,000 ea. Claim
B. Property Damage	4.4 _____	4.5 _____	4.6 _____	$100,000 ea. Claim
Endorsed with Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County.				
5. PROFESSIONAL LIABILITY				
	5.1 _____	5.2 _____	5.3 _____	$1,000,000 combined single limit each claim in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.
Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and Hidalgo County.
THIS IS TO CERTIFY to Hidalgo County that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code ( ) _____			*Original Signature of Authorized Agent* _____ Date		

Hidalgo County
CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPENSATION

The following requirements apply to WORKER'S COMPENSATION coverage:

- If the Engineer, Consultant, or Contractor has any employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for WORKERS' COMPENSATION insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be at *least* these amounts:

Bodily Injury	-	$750,000 each claim
Property Damage	-	$250,000 each claim $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is not an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2012

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: Nicole Schlueter
Higginbotham Insurance Agency, Inc. 1500 Citywest Blvd., Suite 500 Houston TX 77042	PHONE (A/C, No, Ext): 713-952-9990 FAX (A/C, No): 713-952-9939 E-MAIL ADDRESS: nschlueter@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading PA	20427
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: TEDSI
TEDSI Infrastructure Group, Inc.
1201 East Expressway 83
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER: 1517150719** **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			1075066054	9/11/2012	9/11/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			2097261054	9/11/2012	9/11/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			2090503299	9/11/2012	9/11/2013	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		268980107	9/11/2012	9/11/2013	X WC STATU-TORY LIMITS X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			AEH113771047	9/11/2012	9/11/2013	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

FOR INFORMATION ONLY
1201 East Expressway 83
Mission TX 78572

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): 4/12/2013

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: Nicole Schlueter
Higginbotham Insurance Agency, Inc. 1500 Citywest Blvd., Suite 500 Houston TX 77042	PHONE (A/C, No, Ext): 713-952-9990 FAX (A/C, No): 713-952-9939 E-MAIL ADDRESS: nschlueter@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading PA	20427
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
TEDSI TEDSI Infrastructure Group, Inc. 1201 East Expressway 83 Mission TX 78572	

COVERAGES **CERTIFICATE NUMBER:** 1723939711 **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			1075066054	9/11/2012	9/11/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY			2097261054	9/11/2012	9/11/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[X] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			2090503299	9/11/2012	9/11/2013	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			268980107	9/11/2012	9/11/2013	[X] WC STATU-TORY LIMITS [X] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			AEH113771047	9/11/2012	9/11/2013	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: 2012 Bond Referendum Improvement Projects; Certificate holder is additional insured respects general and auto liability as required by written contract. Waiver of subrogation in favor of certificate holder respects general, auto and work comp coverage as required by written contract.

CERTIFICATE HOLDER

Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg TX 78532

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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EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: Hidalgo County as an Additional Insured for coverages 3 and 4, and a Waiver of Subrogation in favor of the Hidalgo County under coverages 2,3 and 4. Only certificates of insurance published by Hidalgo County are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION I IDENTIFICATION DATA

1.1 TEDSI Infrastructure Group

1.2 1201 E. Expressway 83

1.3 Mission	1.4 Texas	1.5 77572

1.6 Phone Number
Area Code (956) 424-7898

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. WORKERS' COMPENSATION				
	2.1 _____	2.2 _____	2.3 _____	Statutory Texas
Endorsed with a Waiver of Subrogation in favor of Hidalgo County				
3. COMMERCIAL GENERAL LIABILITY				
Bodily Injury/Property Damage	3.1 _____	3.2 _____	3.3 _____	$1,000,000 combined single limit each claim and in the aggregate
Endorsed with Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County.				
4. TEXAS BUSINESS AUTOMOBILE POLICY				
A. Bodily Injury	4.1 _____	4.2 _____	4.3 _____	$250,000 ea. Person $500,000 ea. Claim
B. Property Damage	4.4 _____	4.5 _____	4.6 _____	$100,000 ea. Claim
Endorsed with Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County.				
5. PROFESSIONAL LIABILITY				
	5.1 _____	5.2 _____	5.3 _____	$1,000,000 combined single limit each claim in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.
Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and Hidalgo County.
THIS IS TO CERTIFY to Hidalgo County that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code ( ) _____			*Original Signature of Authorized Agent* _____ Date		

Hidalgo County
CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPENSATION

The following requirements apply to WORKER'S COMPENSATION coverage:

- If the Engineer, Consultant, or Contractor has any employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for WORKERS' COMPENSATION insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be at *least* these amounts:

Bodily Injury	-	$750,000 each claim
Property Damage	-	$250,000 each claim $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is not an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2013

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: Nicole Schlueter
Higginbotham Insurance Agency, Inc. 1500 Citywest Blvd., Suite 500 Houston TX 77042	PHONE (A/C, No, Ext): 713-952-9990 FAX (A/C, No): 713-952-9939 E-MAIL ADDRESS: nschlueter@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading PA	20427
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	TEDSI
TEDSI Infrastructure Group, Inc. 1201 East Expressway 83 Mission TX 78572	

COVERAGES **CERTIFICATE NUMBER:** 1723939711 **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			1075066054	9/11/2012	9/11/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY			2097261054	9/11/2012	9/11/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[X] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			2090503299	9/11/2012	9/11/2013	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			268980107	9/11/2012	9/11/2013	[X] WC STATU-TORY LIMITS [X] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			AEH113771047	9/11/2012	9/11/2013	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: 2012 Bond Referendum Improvement Projects; Certificate holder is additional insured respects general and auto liability as required by written contract. Waiver of subrogation in favor of certificate holder respects general, auto and work comp coverage as required by written contract.

CERTIFICATE HOLDER

Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg TX 78532

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): 11/27/2012

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.

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PRODUCER
Higginbotham Insurance Agency, Inc.
1500 Citywest Blvd., Suite 500
Houston TX 77042

CONTACT NAME: Nicole Schlueter
PHONE (A/C, No, Ext): 713-952-9990 **FAX (A/C, No):** 713-952-9939
E-MAIL ADDRESS: nschlueter@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading PA	20427
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TEDSI
TEDSI Infrastructure Group, Inc.
1201 East Expressway 83
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 1517150719 **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	
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	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			2097261054	9/11/2012	9/11/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			2090503299	9/11/2012	9/11/2013	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			268980107	9/11/2012	9/11/2013	X WC STATU-TORY LIMITS X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			AEH113771047	9/11/2012	9/11/2013	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

FOR INFORMATION ONLY
1201 East Expressway 83
Mission TX 78572

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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AI -58310 **7.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise Request for Qualifications for the following listed Professional Services Pool:
A. Engineering Services RFQ No. HCDD1-17-008-03-01
B. Surveying Services - RFQ No. HCDD1-17-009-03-01
C. Real Estate Appraisal Services- RFQ No. HCDD1-17-010-03-01

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Moises Salazar Started On: 02/01/2017 09:18 AM

Final Approval Date: 02/02/2017

AI -58250 **8.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

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, Quintanilla, Headley and Associates, Inc., for: Hidalgo County Drainage District No. 1 -"Hidalgo County Precinct No. 2 Minnesota-Cesar Chavez Area Drainage Improvement Project" -RFB No. HCDD1-17-007-03-01, including the re-advertising of projects in the event no Bid responses are received or bids are rejected and project is still required.

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	02/11/17 & 02/18/17
2	Pre-Bid Conference	02/21/17 @ 3:00 PM
3	**Bid Openings**	03/01/17 @ 9:30 AM

Fiscal Impact

Attachments

Front End Documents

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Moises Salazar Started On: 01/26/2017 04:05 PM

Final Approval Date: 02/02/2017

Hidalgo County Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

February 13, 2017

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids:" HIDALGO COUNTY PRECINCT NO. 2 MINNESOTA-CESAR CHAVEZ AREA DRAINAGE IMPROVEMENTS PROJECT"
RFB No: HCDD1-17-007-03-01

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)

FRONT END DOCUMENTS

Hidalgo County Drainage District No. 1

"HIDALGO COUNTY PRECINCT NO. 2 MINNESOTA-CESAR CHAVEZ AREA DRAINAGE IMPROVEMENTS PROJECT"

RFB No: HCDD1-17-007-03-01

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.

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"HIDALGO COUNTY PRECINCT NO. 2 MINNESOTA-CESAR CHAVEZ AREA DRAINAGE IMPROVEMENTS PROJECT"

RFB No: HCDD1-17-007-03-01

BID OPENING DATE:

March 01, 2017 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- "HIDALGO COUNTY PRECINCT NO. 2 MINNESOTA-CESAR CHAVEZ AREA DRAINAGE IMPROVEMENTS PROJECT"** 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.: HCDD1-17-007-03-01- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "HIDALGO COUNTY PRECINCT NO. 2 MINNESOTA-CESAR CHAVEZ AREA DRAINAGE IMPROVEMENTS PROJECT"** 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, March 1, 2017.**

   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.: HCDD1-17-007-03-01 "HIDALGO COUNTY PRECINCT NO. 2 MINNESOTA-CESAR CHAVEZ AREA DRAINAGE IMPROVEMENTS PROJECT"**

   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- "HIDALGO COUNTY PRECINCT NO. 2 MINNESOTA-CESAR CHAVEZ AREA DRAINAGE IMPROVEMENTS PROJECT"**

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, 3:30 P.M.	**February 21 , 2017**
Bid Opening, 9:30 A.M.	**March 1 , 2017**
Award of Contract	**, 2017**
Commence Work or Deliver Products	**, 2017**

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. HCDD1-17-007-03-01) 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 nonconforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"HIDALGO COUNTY PRECINCT NO. 2 MINNESOTA-CESAR CHAVEZ AREA DRAINAGE IMPROVEMENTS PROJECT"

BID NO.: HCDD1-17-007-03-01

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.
	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 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

For vendor doing business with local governmental entity

FORM CIQ

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):
E-Mail Address:

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

"HIDALGO COUNTY PRECINCT NO. 2 MINNESOTA-CESAR CHAVEZ AREA DRAINAGE IMPROVEMENTS PROJECT"

RFB No: HCDD1-17-007-03-01

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" 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)).

AI -58263 **9.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept bid and approval to award Contract to Rod Robertson Enterprices, Inc., lowest and best bidder meeting all specified requirements for RFB No. HCDD1-17-003-01-25 "Auctioneer & Storage Services", subject to compliance with HB1295.

BACKGROUND

HB1295 form has been submitted. Certification of filing acknowledgment pending upon approval to award contract.

Fiscal Impact

Attachments

Tab Sheet Auctioneer Services

Participation Log

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Moises Salazar Started On: 01/27/2017 03:31 PM

Final Approval Date: 02/02/2017

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BID TABULATION SHEET

BID OPENING DATE: January 25, 2017	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Auctioneer & Storage Services"

BID NO: HCDD1-17-003-01-25	**BUYER: Moises Salazar**

No.	NAME OF COMPANY	SALE PERCENTAGE		TOWING FEES
#1	Bond & Bond Auctioneers and Realty 2301 N. Cesar Chavez Rd San Juan, Texas 78589 956-283-0422	5% (incomplete response)	P/U Trucks	Sub-Contracted
			Trucks	Sub-Contracted
			Heavy Equipment	Sub-Contracted
			Machinery	Sub-Contracted
#2	**Rod Robertson Enterprises, Inc.** **3847 Parkdale** **San Antonio, TX 78229**	**12 %**	P/U Trucks	**$ 75.00**
			Trucks	**$ 400.00**
			Heavy Equipment	**$ 600.00**
			Machinery	**$ 400.00**
#3		_____%	P/U Trucks	
			Trucks	
			Heavy Equipment	
			Machinery	
#4				
#5				
#6				
#7				
#8				

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

VENDOR PARTICIPATION LOG

PROCUREMENT METHOD: [X] RFB [ ] RFP [ ] WRITTEN QUOTES [ ] CSP [ ] OTHER _____

PROJECT No.	RFB NO.: HCDD1-17-003-01-25
PROJECT TITLE:	*"Auctioneer & Storage Services"*
BID OPENINGS DATE/TIME:	January 25,2017 @ 9:30 am

VENDOR/COMPANY NAME	PACKET SENT TO E-MAIL ADDRESS OR VIA OTHER (*)	DATE	PHONE NO
Rod Robertson Enterprises Roberto Garcia Business Development Manager 1003 East FM 490 Edinburg, Texas 78542 www.robertsonauto.com	roberto@rodrobertson.com	01/12/17	956-383-8822 956-239-0567cell
Jacqueline Sessa Agency Relationship Specialist 509 Olive Way Seattle, WA 98101 www.onvia.com	jsessa@onvia.com	01/12/17	(206) 373-9150
Joe Bond Texas State Auctions	rgvjoe@yahoo.com	01/12/17	(956) 328-9109
Casey Fransisco Vice President/Auctioneer Bond & Bond Auctions and Realty www.bondauctioneers.com	bondauctioneers@gmail.com	01/13/17	956-598-3345

- * VIA: (IP) = In Person , (FAX) = Via Fax, EMAIL

AI -58378 **10.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

Submitted For: Raul Sesin Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Budget Amendment in the amount of 1.6 million from the Districts unreserved fund balance for the Construction of the District's Administration Building and site improvements, and to transfer said funds into the Districts Capital Project Fund in order to account for the expenditures.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Lora Briones Started On: 02/02/2017 03:21 PM

Final Approval Date: 02/02/2017

AI -58355 **11.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Right of Entry request from S&B Infrastructure as it relates to the Raymondville Drain Project for Flood Control and authority for District General Manager to execute.

BACKGROUND

Fiscal Impact

Attachments

S&B ROE

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Jaime Salazar Started On: 02/02/2017 11:29 AM

Final Approval Date: 02/02/2017

5408 North 10th Street
McAllen, TX 78504
Main: 956.926.5000
www.sbinfra.com

S&B INFRASTRUCTURE, LTD.
Texas Board of Professional Engineers F-1582

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 2 4 2017

10:30 AM / PM

BY: MR

REQUEST TO ENTER PROPERTY (RIGHT-OF-ENTRY)

January 18, 2017

Hidalgo County Drainage Dist #1
900 N Doolittle Rd
Edinburg, TX 78542

RE: Raymondville Drain, Project for Flood Control
Request for Right-of-Entry for Engineering, Surveying, Geotechnical and Environmental Investigations
Property Legal Description: DEL TULE 49.70 AC-2 IRR TRS S238.65' – E2154.05' & S350' – W3481.95' – E10,075.14' TR 153 & 129.63 AC OUT OF TR A EXC 26.15 AC NE COR OF TR 154 179.33 AC NET; BAKER E1103.67'-W1203.67'-N621.2' BLK 20 15.74AC; SEMINARY HEIGHTS E350'- LOTS 35, 36 & 37 13.44AC NET

Dear Hidalgo County Drainage Dist #1:

Hidalgo County Drainage District No. 1 (HCDD1) is proposing to design and construct the Raymondville Drain Project, which currently exists as an authorized federal project under the Water Resources Development Act as a Project for Flood Control, Lower Rio Grande Basin, Texas. The purpose of the project is to improve drainage systems in order to provide increased drainage capacity and flood protection for Hidalgo and Willacy Counties.

S&B Infrastructure, Ltd. (S&BI) and its team of sub-consultants have been contracted to perform field surveys, as well as geotechnical, engineering, and environmental investigations for the proposed project. In order to proceed with project development, S&BI, and its project team members, is requesting your permission to periodically enter your property for the purpose of conducting these surveys. **(See attached aerial map, Property I.D. No. 730737, 120110 & 847568 for identification and location of property.)**

The types of surveys required are natural ground elevations, location of improvements and utilities, location of property corners, habitat surveys, and archeological surveys. No invasive ground surveys will be performed without additional permissions from you, as the property owner. The results of the studies are necessary for successful project planning and permitting efforts. Please be assured that entry into your property will be minimal, and that any concerns or special instructions you may have regarding entry will be adhered to completely.

Please complete the attached form and return in the self-addressed, stamped envelope provided. An additional copy has been provided for your records. Any questions concerning this matter may be directed to Sharlotte L. Teague, PE, S&B Infrastructure, Ltd. at 956.926.5000 or cell 956.279.7364 or others listed in the attached form. Your assistance is greatly appreciated.

Sincerely,

Sharlotte L. Teague, PE
Senior Project Manager
S&B Infrastructure, Ltd.

Property ID#730737, 120110 & 847568

PERMISSION FOR RIGHT OF ENTRY

TO WHOM IT MAY CONCERN:

This is to certify that permission is hereby granted to the Hidalgo County Drainage District No. 1 (HCDD1) and its agents (including S&B Infrastructure, Ltd. (S&BI) and its project team) to enter upon lands owned by Hidalgo County Drainage Dist #1 for the purpose of engineering, surveying, geotechnical and environmental investigations conducting topographic and boundary surveys. In the course of these surveys, it may be necessary for minor trimming of tree limbs to provide a clear line of sight, as well as some minor ground monumentation and staking. Every effort will be made to meet your special requirements.

OWNER:

_____ Signed this _____of _____, 2017.

Signature

_____ _____

Print Name Address

_____ _____

Telephone Number City, State, & Zip Code

Note to Owners:

If you or your representative would like to accompany the engineer, surveyors, geotechnical team, and/or environmentalists, please indicate below in Special Comments, and we will coordinate with you regarding the date / time. If you have any questions or require additional information, please contact:

Skyler LeVrier	S&BI Engineering Assistant	956.926.5000 (office) 361.739.0314 (cell)
Sharlotte L. Teague, PE	S&BI Project Manager	956.926.5000 (office) 956.279.7364 (cell)
Jamie Salazar	HCDD1 Operations Manager	956.292.7080 (office) 956.522.8095 (cell)

Special comments, instructions, Lessor or tenants name, address and phone number:

_____

_____

_____

_____

_____

Property ID#730737, 120110 & 847568

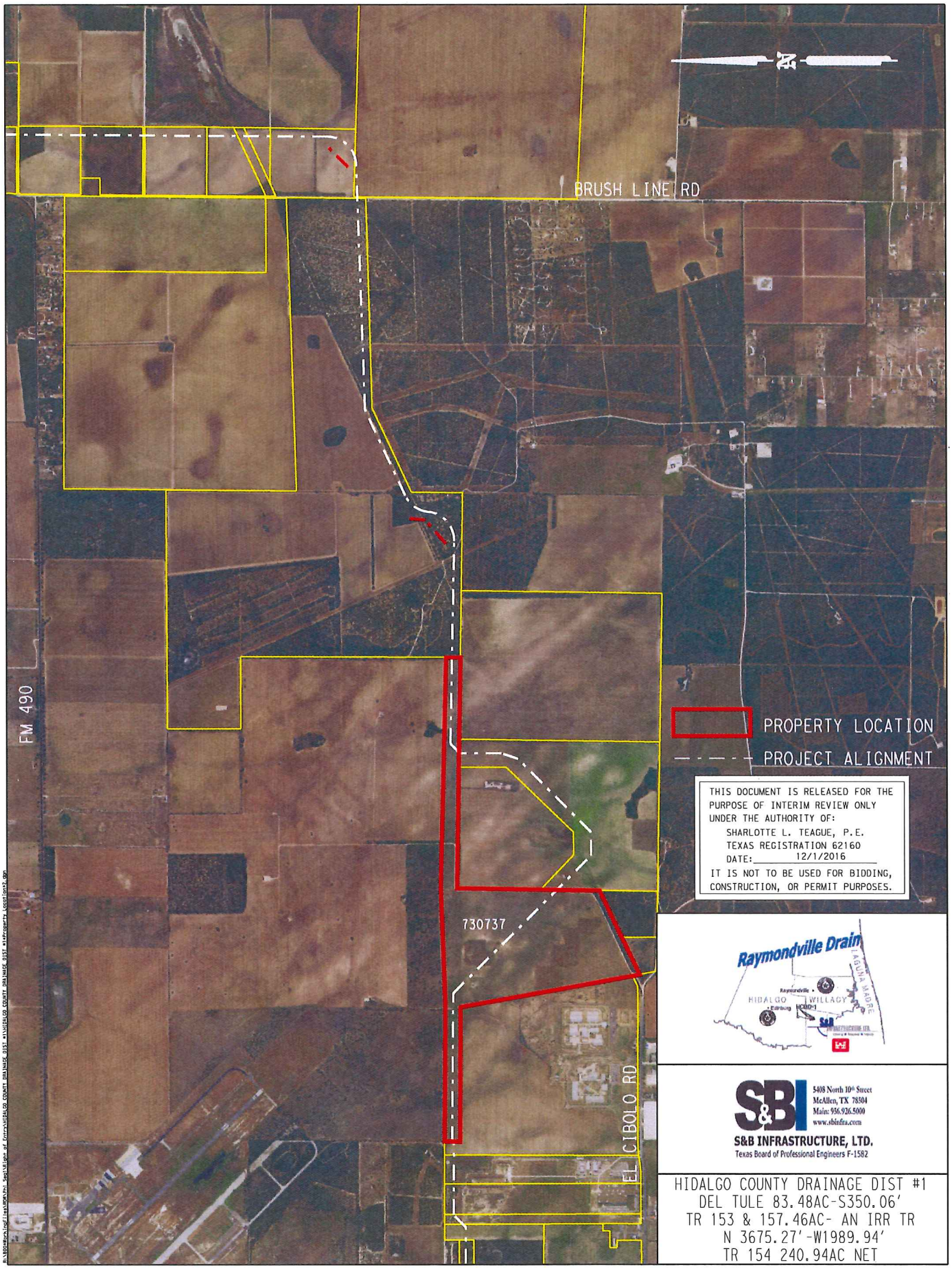


R:\800*WorkingFiles\ROW\Ph1 Seg1\Right of Entry\HIDALGO COUNTY DRAINAGE DIST #1\HIDALGO COUNTY DRAINAGE DIST #1*Property Location*1.dgn

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY UNDER THE AUTHORITY OF:
SHARLOTTE L. TEAGUE, P.E.
TEXAS REGISTRATION 62160
DATE: 12/1/2016
IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

S&B
5408 North 10th Street
McAllen, TX 78504
Main: 956.926.5000
www.sbinfra.com
S&B INFRASTRUCTURE, LTD.
Texas Board of Professional Engineers F-1582

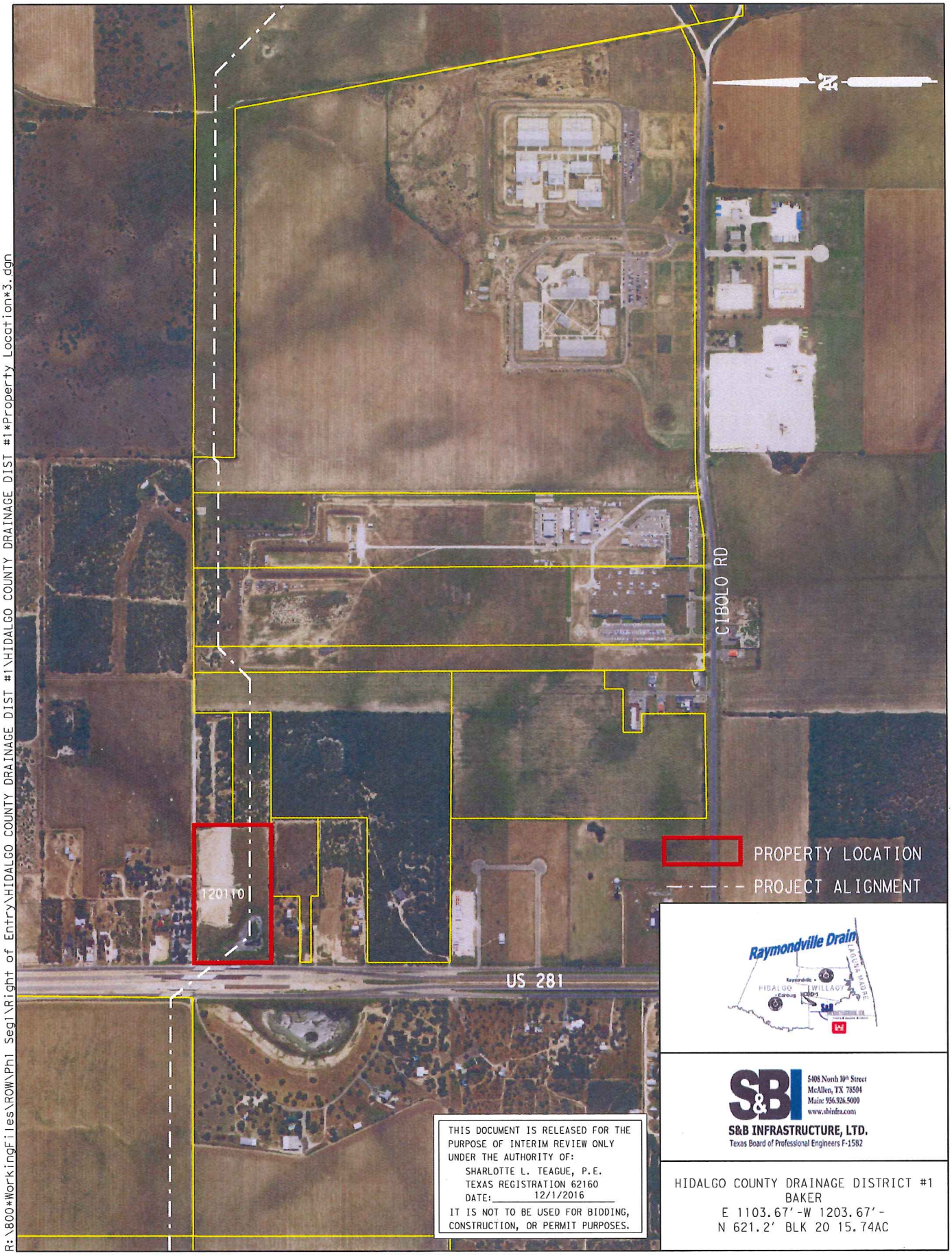
HIDALGO COUNTY
DRAINAGE DISTRICT #1
SEMINARY HEIGHTS
E350' - LOTS 35, 36 & 37
13.44AC NET



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY UNDER THE AUTHORITY OF:
SHARLOTTE L. TEAGUE, P.E.
TEXAS REGISTRATION 62160
DATE: 12/1/2016
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S&B
5408 North 10th Street
McAllen, TX 78504
Main: 956.926.5000
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S&B INFRASTRUCTURE, LTD.
Texas Board of Professional Engineers F-1582

HIDALGO COUNTY DRAINAGE DIST #1
DEL TULE 83.48AC-S350.06'
TR 153 & 157.46AC- AN IRR TR
N 3675.27'-W1989.94'
TR 154 240.94AC NET



R:\800*WorkingFiles\ROW\Ph1 Seg1\Right of Entry\HIDALGO COUNTY DRAINAGE DIST #1\HIDALGO COUNTY DRAINAGE DIST #1*Property Location*3.dgn

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY UNDER THE AUTHORITY OF:
SHARLOTTE L. TEAGUE, P.E.
TEXAS REGISTRATION 62160
DATE: 12/1/2016
IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

S&B INFRASTRUCTURE, LTD.
Texas Board of Professional Engineers F-1582
5408 North 10th Street
McAllen, TX 78504
Maine 956.926.5000
www.sbinfra.com

HIDALGO COUNTY DRAINAGE DISTRICT #1
BAKER
E 1103.67'-W 1203.67'-
N 621.2' BLK 20 15.74AC

AI -58356 **12.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Closing Documents for Parcel 79 as it relates to HCRMA SH 365 Project and authority for Chairman of the Board to execute.

BACKGROUND

Fiscal Impact

Attachments

Parcel 79 Closing Docs

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Jaime Salazar Started On: 02/02/2017 11:44 AM

Final Approval Date: 02/02/2017

A. U.S. Department of Housing and Urban Development	B. Type of Loan		
	1. [ ] FHA	2. [ ] FMHA	3. [ ] Conv. Unins.
	4. [ ] VA	5. [ ] Conv. Ins.	
	6. File Number: 3153934	7. Loan Number:	
Settlement Statement	8. Mortgage Ins. Case No.		

C. Note:	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.
D. Name of Borrower:	Hidalgo County Regional Mobility Authority, PO BOX 1766, PHARR, TX 78577
E. Name of Seller:	Hidalgo County Drainage District No.1, a political subdivision of the State of Texas, 902 N. Doolittle Road, Edinburg, TX 78542
F. Name of Lender:	
G. Property Location:	Lot 281, KELLY PHARR SUBDIVISION; Lot 296, KELLY PHARR SUBDIVISION LOT 296 KELLY PHARR S/C, PHARR, TX 78577
H. Settlement Agent:	Sierra Title of Hidalgo County, Inc.(956) 682-8321
Place of Settlement:	3401 N. 10TH Street, McAllen, TX 78501 PARTIAL 79
I. Settlement Date:	12/5/2016 Proration Date: 12/5/2016

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross amount due from borrower:		**400. Gross amount due to seller:**	
101. Contract sales price	476.00	401. Contract sales price	476.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	858.63	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. School Taxes		409. School Taxes	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	1,334.63	**420. Gross amount due to seller:**	476.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. School Taxes		513. School Taxes	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	**520. Total reduction in amount due seller:**	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	1,334.63	601. Gross amount due to seller (line 420)	476.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller(line 520)	0.00
303. CASH (X)FROM ()TO BORROWER	1,334.63	**603. CASH ()FROM (X)TO SELLER**	476.00

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number.
If you do not provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

L. Settlement Charges

12/2/16 3:02 PM

File Number: 3153934

				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total sales/broker commission				
	Division of commission (line 700) as follows:				
701.	$				
702.	$				
703.	Commission paid at settlement				
704.					
800	Items payable in connection with loan				
801.	Loan origination fee				
802.	Loan discount				
803.	Appraisal fee				
804.	Credit report				
805.	Lender's inspection fee				
806.	Mortgage insurance application fee				
807.	Assumption fee				
808.					
809.					
810.					
811.					
812.					
813.					
814.	Yield Spread Premium				
900.	Items required by lender to be paid in advance				
901.	Interest from				
902.	Mortgage insurance premium for				
903.	Hazard insurance premium for				
904.					
905.					
1000.	Reserves deposited with lender				
1001.	Hazard insurance				
1002.	Mortgage insurance				
1003.	City property taxes				
1004.	County property taxes				
1005.	Annual assessments (maint.)				
1006.	School taxes				
1007.					
1008.					
1009.	Aggregate Adjustment				
1100.	Title charges				
1101.	Settlement or closing fee	to	Sierra Title of Hidalgo County, Inc.	500.00	
1102.	Abstract or title search				
1103.	Title examination				
1104.	Title insurance binder				
1105.	Document preparation				
1106.	Notary fees				
1107.	Attorney's fees to				
	includes above items no.:				
1108.	Title insurance	to	Sierra Title of Hidalgo County, Inc.	238.00	
	includes above items no.:				
1109.	Lender's coverage				
1110.	Owner's coverage	$476.00	$238.00		
1111.	State of Texas Policy Guaranty Fee				
1112.	Escrow fee				
1113.	Document review fee to LAW OFFICE OF JOHN KING				
1114.					
1200.	Government recording and transfer charges				
1201.	Recording fees:	Deed $63.50		63.50	
1202.	City/county tax/stamps:				
1203.	State tax/stamps:				
1204.	Owner's title policy	to	Texas Title Insurance Guaranty Association	3.00	
1205.	Tax Service Fee	to	Tax Service of Hidalgo	54.13	
1206.					
1300.	Additional settlement charges				
1301.	Survey				
1302.	Pest inspection				
1303.					
1304.					
1305.	HOA Assocation				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)			858.63	0.00

ADDENDUM

G.F. No.: 0003153934 DATE: December 5, 2016

Not Known,

Line 303 Amount: $1,334.63 **Line 603 Amount:** $476.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Date:

_____ _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

December 5, 2016

RE: GF NO.: 0003153934

PROPERTY ADDRESS: Not Known,

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT - TAX SERVICE

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not Known,
Date: December 5, 2016

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider of settlement services	Charge or range of charges
Tax Information and Tax Certificates	$54.13

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

SIERRA TITLE OF HIDALGO COUNTY, INC.

_____

SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

EXECUTED LETTER PERTAINING TO:
COMMISIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING ORDINANCES & SUBDIVISION REGULATIONS

DATE: _____, **2016**

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3153934
PROPERTY:

PARCEL 79

A 5,182 square feet of land, more or less, being out of Lot 296, **KELLY-PHARR SUBDIVISION**, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 3, Page 133, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1369, Page 660, H.C.D.R. Said 5,182 square feet being more particularly described as follows:
:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

_____
Notary Public, State of
Notary's name (printed):

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)
TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003153934
SUBJEC Lot(s): Lot 296 Kelly Phar Subdivision
PROPE
RTY:

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Hidalgo County Drainage District No.1, a political subdivision of the State of Texas.
Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____
_____	_____

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

_____

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

_____

5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: _____. Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

902 N. Doolittle Rd, Edinburg, TX 78542

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

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

By _____

_____
Notary Public

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 01/02

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

   Not known,

3. Taxpayer Identification No. (TIN): 73-1680959

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True	False		
☐	☐		1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐		2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
☐	☐		4. At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. or I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
True	False	N/A	
☐	☐	☐	6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Hidalgo County Drainage District No. 1, a political Subdivision
of the State of Texas

BY:_____ Date: _____
Ramon Garcia, Chairman of the Board

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

INSTRUCTIONS FOR DISBURSEMENT OF SELLERS PROCEEDS

Call when check is ready:

☐ Seller(s) at home _____ work _____ cell _____

☐ Realtor at _____

☐ Other _____ at Phone No. _____

☐ Mail check to: _____

_____

_____

☐ Federal Express check to: _____

_____

_____

☐ Wire Transfer funds to:

Name of Receiving Bank: _____

ABA No.: _____

Credit to the account of: _____

Account No.: _____

☐ Deposit into Acct. No. _____ (Deposit Slip Attached)

☐ Make check payable to Seller's Attorney:

_____, Trustee

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

BUYER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003153934

Borrower/Buyer Name(s): Hidalgo County Regional Mobility Authority

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Buyer One	Buyer Two
Home No.:	_____	_____
Business No.:	_____	_____
Mobile No.:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security No.:	_____	_____
Drivers License No.:	_____	_____

Hidalgo County Regional Mobility Authority

_____
Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003153934

Seller Name(s): Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Seller One	Seller Two
Home No.:	_____	_____
Business No.:	_____	_____
Mobile No.:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security No.:	_____	_____
Drivers License No.:	_____	_____

Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

_____
Ramon Garcia, Chairman of the Board Date_____

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: **0003153934**

SELLER (whether one or more): **Hidalgo County Drainage District No.1, a polotical subdivision of the State of Texas**

BUYER (whether one or more): **Hidalgo County Regional Mobility Authority**

LENDER:

PROPERTY: Not Known,

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's Initials

_____

_____

1. **WAIVER OF INSPECTION.** In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

   BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right, adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

   However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's Initials

_____

_____

2. **RECEIPT OF COMMITMENT.** BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.

Buyer's Initials

_____

_____

3. **UNSURVEYED PROPERTY.** BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Buyer's Initials

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's Initials | Buyer's Initials

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest. NO ACCOUNT FOUND PARTIAL TAKE

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's Initials

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction. NO ASSOCIATION

Seller's Initials | Buyer's Initials

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;

b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,

c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's Initials

9. **ARBITRATION.** This paragraph does not apply to the Residential Owner Policy (T-1R). The parties may later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision. IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 9.

Seller's Initials

_____

_____

10. IRS REPORTING. SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

Seller's Initials	**Buyer's Initials**
_____	_____
_____	_____

11. ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms , conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Buyer's Initials

_____

_____

12. ATTORNEY REPRESENTATION AND NOTICE. BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

SELLER SIGNATURE

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

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

By _____

_____
Notary Public

BUYER SIGNATURE

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

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

By _____

_____
Notary Public

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Fidelity National Title** ("Title Insurer")

Sierra Title of Hidalgo County, Inc. ("The Company")

RE: Hidalgo County Drainage District No.1, a polotical subdivision of the State of Texas to Hidalgo County Regional Mobility Authority

GF (File) No.: **0003153934**

Land:

PARCEL 79

A 5,182 square feet of land, more or less, being out of Lot 296, **KELLY-PHARR SUBDIVISION**, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 3, Page 133, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1369, Page 660, H.C.D.R. Said 5,182 square feet being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

1. **Waiver of Inspection**

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. **Receipt of Commitment**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. **Survey**

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. **Arbitration**

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title.

They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: December 5, 2016

Signature:

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2016

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
Sierra Title of Hidalgo County, Inc.

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

Filer's Federal Tax ID Number: 74-1649949
Order Number: 31539734

SELLER/TRANSFEROR'S NAME AND ADDRESS
Hidalgo County Drainage District No.1, a
political subdivision of the State of Te
902 N. Doolittle Rd
Edinburg, TX 78542

Transferor's Federal Tax ID Number: XX-XXX0959

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
12/05/16	476.00		0.00
3) Address or Legal Description: Not Known			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

_____
Date

BY:_____
Ramon Garcia, Chairman of the Board

_____
Date

INSTRUCTIONS FOR TRANSFEROR:

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2016 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if **all** the following apply:
- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

Transferor's identification number. For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.
Account number. May show an account or other unique number the filer assigned to distinguish your account.
Box 1. Shows the date of closing.
Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See *Box 4*.
Box 3. Shows the address or legal description of the property transferred.
Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.
Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

For Paperwork Reduction Act Notice, **see the 2016 General Instructions for Certain Information Returns.**
Department of the Treasury - Internal Revenue Service

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GF (File) No.: **0003153934**

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Date: December 5, 2016

Signature:

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

TAX PRORATION AGREEMENT

GF No. **3168481**

Date: _____, **2017**

SELLER: Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

PARCEL 79

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Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is **only an estimate** based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

**********NO TAX PRORATIONS**********

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a political Subdivision
of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of
Way Specialist

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, by Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas, by Ramon Garcia, Chairman of the Board.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires:_____

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2017, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist, to certify which witness my hand and seal of office.

_____
Notary Public, in and for the State of

_____
Notary's Printed Name
My Commission Expires: _____

AI -58349 **13.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of closing documents for Parcel 36E as it relates to La Joya Bypass Outfall Ditch and authority for the Chairman of the Board to execute documents.

B.) Pursuant to the Boards approval of Agenda Item No. 58349 (A), requesting approval to issue manual payment in the amount of $81,128.00 to Sierra Title of Hidalgo County, Inc. Order File No. 0003161345, Parcel 36E.

BACKGROUND

Fiscal Impact

Attachments

36E Closing Docs

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Jaime Salazar Started On: 02/02/2017 10:43 AM

Final Approval Date: 02/02/2017

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan			
1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number: 0003161345	7. Loan Number:	8. Mortgage Insurance Case Number:

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.* (0003161345/ 26)

D. Name and Address of Borrower:	E. Name and Address of Seller:	F. Name and Address of Lender:
Hidalgo County Drainage District No. 1 902 N Doolittle, Edinburg, TX 78539	G.E. Bell Properties, LTD P.O. Box 653, Penitas, TX 78576	

G. Property Location:	H. Settlement Agent: Sierra Title of Hidalgo County, Inc. (956)682-8321 3401 N. 10th St. McAllen, TX 78501	I. Settlement Date:
El Faro Road Hidalgo County, Lot(s): 36E Porcion 77 Parcel 36E	Place of Settlement: 3401 N. 10th St. McAllen, TX 78501	December 16, 2016 Disbursement Date: December 16, 2016

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction		
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**		
101. Contract sales price	81,128.00	401. Contract sales price		81,128.00
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	1,455.76	403.		
104.		404.		
105.		405.		
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**		
106. City/Town taxes		406. City/Town taxes		
107. County taxes		407. County taxes		
108. Assessments		408. Assessments		
109.		409.		
110.		410.		
111. No Tax Prorations		411. No Tax Prorations		
112.		412.		
120. Gross amount due from Borrower	82,583.76	**420. Gross amount due to Seller**		81,128.00
200. Amounts Paid by or in Behalf of Borrower		**500. Reductions in Amount Due to Seller**		
201. Deposit or earnest money		501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)		
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504. Payoff of first mortgage loan	To:	
205.		505. Payoff of second mortgage loan	To:	
206.		506.		
207.		507.		
208. Seller Paid Buyer Closing Costs		508. Seller Paid Buyer Closing Costs		
209. Seller Paid Owner's Policy		509.		
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**		
210. City/Town taxes		510. City/Town taxes		
211. County taxes		511. County taxes		
212. Assessments		512. Assessments		
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217. No Tax Prorations		517. No Tax Prorations		
218.		518.		
219.		519.		
220. Total paid by/for Borrower	0.00	**520. Total reduction amount due Seller**		0.00
300. Cash at Settlement from/to Borrower		**600. Cash at Settlement from/to Seller**		
301. Gross amount due from Borrower (Line 120)	82,583.76	601. Gross amount due to Seller (Line 420)		81,128.00
302. Less amount paid by/for Borrower (Line 220)	(0.00)	602. Less reductions due Seller (Line 520)		(0.00)
303. CASH FROM BORROWER	82,583.76	**603. CASH TO SELLER**		81,128.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges			
700. Total Real Estate Broker Fees	**$0.00**	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701. to			
702. to			
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan			
801. Our origination charge	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)		
803. Your adjusted origination charges	(from GFE #A)		
804. Appraisal fee	(from GFE #3)		
805. Credit report	(from GFE #3)		
806. Tax service	(from GFE #3)		
807. Flood certification	(from GFE #3)		
808.			
900. Items Required by Lender to be Paid in Advance			
901. Interest from 12/16/16 to 01/01/17 to @ $ /day (16 days @ %)	(from GFE#10)		
902. Mortgage insurance premium for month to	(from GFE #3)		
903. Homeowner's insurance for year to	(from GFE #11)		
904. for year to			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)		
1002. Homeowner's insurance Months @ $ per Month			
1003. Mortgage insurance Months @ $ per Month			
1004. Property taxes Months @ $ per Month			
1005. School Taxes Months @ $ per Month			
1006. Irrigation Taxes Months @ $ per Month			
1007. Months @ $ per Month			
1008. Aggregate adjustment			
1100. Title Charges			
1101. Title services and lender's title insurance to Sierra Title of Hidalgc	(from GFE #4)	551.50	
1102. Settlement or closing fee to Sierra Title of Hidalgo County, Inc. $500.00			0.00
1103. Owner's title insurance to Sierra Title of Hidalgo County, Inc.	(from GFE #5)	744.00	
1104. Lender's title insurance			
1105. Lender's title policy limit			
1106. Owner's title policy limit $81,128.00			
1107. Agent's portion of the total title insurance premium to Sierra Title of Hidalgo Cour $632.40			
1108. Underwriter's portion of the total title insurance premium to Fidelity National Title $111.60			
1109.			
1110. Tax Service to Tax Service of Hidalgo County		108.26	0.00
1111. See additional 1111 items $48.00			
1112. E Filing Fee to Sierra Title of Hidalgo County, Inc. $3.50			
1200. Government Recording and Transfer Charges			
1201. Government recording charges to Sierra Title of Hidalgo County, Inc.	(from GFE #7)	52.00	
1202. Deed $ 52.00; Mortgage $; Releases $			
1203. Transfer taxes	(from GFE #8)		
1204. City/County tax/stamps Deed $; Mortgage $			
1205. State tax/stamps Deed $; Mortgage $			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)		
1302.			
1303.			
1304.			
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		1,455.76	0.00

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges

Charges That Cannot Increase	HUD-1 Line Number	Good Faith Estimate	HUD-1
Our origination charge	# 801		
Your credit or charge (points) for the specific interest rate chosen	# 802		
Your adjusted origination charges	# 803		
Transfer taxes	# 1203		

Charges That In Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	52.00	52.00
	#		
	#		
Total		**52.00**	**52.00**
Increase between GFE and HUD-1 Charges		**$ 0.00 or**	**0.00 %**

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001		
Daily interest charges	# 901 $ /day		
Homeowner's insurance	# 903		

Loan Terms

Your initial loan amount is	$
Your loan term is	**30.00** years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest and any mortgage insurance is	$ **N/A** includes ☒ Principal ☒ Interest ☐ Mortgage Insurance
Can your interest rate rise?	☒ No ☐ Yes, it can rise to a maximum of %. The first change will be and can change again every after . Every change date, your interest rate can increase or decrease by %. Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %
Even if you make payments on time, can your loan balance rise?	☒ No ☐ Yes, it can rise to a maximum of $.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	☒ No ☐ Yes, the first increase can be on and the monthly amount owed can rise to $. The maximum it can ever rise to is $.
Does your loan have a prepayment penalty?	☒ No ☐ Yes, your maximum prepayment penalty is $.
Does your loan have a balloon payment?	☒ No ☐ Yes, you have a balloon payment of $ due in years on .
Total monthly amount owed including escrow account payments	☒ You do not have a monthly escrow payment for items, such as property taxes and homeowners insurance. You must pay these items directly yourself. ☐ You have an additional monthly escrow payment of $ that results in a total initial monthly amount owed of $. This includes principal, interest, any mortgage insurance and any items checked below: ☐ Property taxes ☐ Homeowner's insurance ☐ Flood insurance

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1, Attachment

Borrower: Hidalgo County Drainage District No. 1
902 N Doolittle
Edinburg, TX 78539

Seller: G.E. Bell Properties, LTD
P.O. Box 653
Penitas, TX 78576

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321

Place of Settlement: 3401 N. 10th St.

McAllen, TX 78501

Settlement Date: December 16, 2016

Disbursement Date: December 16, 2016

Property Location: El Faro Road
Hidalgo County, Lot(s): 36E Porcion 77

Parcel 36E

Title Services and Lender's Title Insurance

Payee/Description		Disclosure	Borrower	Seller
Sierra Title of Hidalgo County, Inc. Settlement or closing fee	(from GFE #4)	500.00		
King Law Firm Document Review Fee		45.00		
Texas Title Insurance Guaranty Association State of Texas Policy Guaranty Fee (O)		3.00		
Sierra Title of Hidalgo County, Inc. E Filing Fee		3.50		
Total Title Services and Lender's Title Insurance		**551.50**		

Hidalgo County Drainage District No. 1

BY:_____
Ramon Garcia
Chairperson Board of Directors

G.E. Bell Properties, LTD

BY:_____
Jeannette Womack, President
General Partner, Penitas Properties GB Management, LLC

Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No. **0003161345**

DATE: **December 16, 2016**

El Faro Road,

Line 303 Amount: $82,583.76

Line 603 Amount: $81,128.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

G.E. Bell Properties, LTD

BY: _____
Jeannette Womack, President
General Partner, Penitas Properties GB Management, LLC

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairperson Board of Directors

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

December 16, 2016

RE: GF NO.: 0003161345

PROPERTY ADDRESS: El Faro Road,

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Hidalgo County Drainage District No. 1

BY:_____
Ramon Garcia
Chairperson Board of Directors

G.E. Bell Properties, LTD

BY:_____
Jeannette Womack, President
General Partner, Penitas Properties GB Management, LLC

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Drainage District No. 1

BY:_____
Ramon Garcia
Chairperson Board of Directors

G.E. Bell Properties, LTD

BY:_____
Jeannette Womack, President
General Partner, Penitas Properties GB Management, LLC

CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT - TAX SERVICE

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: El Faro Road,
Date: December 16, 2016

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider of settlement services	Charge or range of charges
Tax Information and Tax Certificates	$108.26

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Drainage District No. 1

BY:_____
Ramon Garcia
Chairperson Board of Directors

G.E. Bell Properties, LTD

BY:_____
Jeannette Womack, President
General Partner, Penitas Properties GB Management, LLC

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Drainage District No. 1

BY:_____
Ramon Garcia
Chairperson Board of Directors

G.E. Bell Properties, LTD

BY:_____
Jeannette Womack, President
General Partner, Penitas Properties GB Management, LLC

SIERRA TITLE OF HIDALGO COUNTY, INC.

_____

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Fidelity National Title** ("Title Insurer")

Sierra Title of Hidalgo County, Inc. ("The Company")

RE: G.E. Bell Properties, LTD to Hidalgo County Drainage District No. 1

GF (File) No.: **0003161345**

Land: Parcel 36E

Being a 2.462 acre (107,265 square feet) parcel of land, located in the Pedro Flores survey, Abstract No. 577, Porcion No. 77, and the Lazaro Flores survey, Abstract No. 576, Porcion No. 76, Hidalgo county, Texas and being the remainder of lots 209 and 210 of the Homeville Association subdivision "A" recorded in Volume 0 Page 24, Hidalgo county Map Records conveyed to G.E. Bell Properties, Ltd. by deed dated March 19, 2003 as recorded under document No. 1181613, Official Public Records of Hidalgo county, Texas said 2.462 acre parcel being more particularly described in metes and bounds as shown on exhibit attached hereto:

1. **Waiver of Inspection**

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. **Receipt of Commitment**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. **Survey**

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. **Arbitration**

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: December 16, 2016

Signature:

Hidalgo County Drainage District No. 1

BY:_____
Ramon Garcia
Chairperson Board of Directors

BUYER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003161345

Borrower/Buyer Name(s): Hidalgo County Drainage District No. 1

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Buyer One	Buyer Two
Home No.:	_____	_____
Business No.:	_____	_____
Mobile No.:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security No.:	_____	_____
Drivers License No.:	_____	_____

Hidalgo County Drainage District No. 1

By:_____
Ramon Garcia Date

AGREEMENT REGARDING
AD VALOREM TAXES

GF# 3161345

SELLER: **G.E. Bell Properties, LTD**

BUYER: Hidalgo County Drainage District No. 1

PROPERTY:

Parcel 36E

Being a 2.462 acre (107,265 square feet) parcel of land, located in the Pedro Flores survey, Abstract No. 577, Porcion No. 77, and the Lazaro Flores survey, Abstract No. 576, Porcion No. 76, Hidalgo county, Texas and being the remainder of lots 209 and 210 of the Homeville Association subdivision "A" recorded in Volume 0 Page 24, Hidalgo county Map Records conveyed to G.E. Bell Properties, Ltd. by deed dated March 19, 2003 as recorded under document No. 1181613, Official Public Records of Hidalgo county, Texas said 2.462 acre parcel being more particularly described in metes and bounds as shown on exhibit attached hereto:

Buyer and Seller hereby agree that there will not be a proration of the Real Estate Taxes at closing for the year 2017.

Buyer and Seller agree to hold harmless Sierra Title of hidalgo County, Inc., from any losses either party may incur due to the non-proration of the taxes.

Agreed to this 24th **day of** January, **2017**

G.E. Bell Properties, LTD

BY: Jeannette Womack

Jeannette Womack, President
General Partner, Penitas Properties GB Management, LLC

Hidalgo County Drainage District No. 1

BY:_____

Ramon Garcia
Chairperson Board of Directors

DATE: December 19, 2016

SUBJECT: HIDALGO COUNTY SUBDIVISION REGULATIONS

RE: 0003161345

SIERRA TITLE OF HIDALGO COUNTY, INC. hereby advises you that this property may be subject to the Subdivision Regulations of the County of Hidalgo or the nearest City.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Drainage District No. 1

BY:_____
Ramon Garcia
Chairperson Board of Directors

FIDELITY NATIONAL TITLE INSURANCE COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Dated: _____

State of Texas

BY:_____

AI -58357 **14.**

DRAINAGE DISTRICT

Meeting Date: 02/06/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Closing Documents for Parcel 77 as it relates to HCRMA SH 365 project and authority for Chairman of the Board of execute.

BACKGROUND

Fiscal Impact

Attachments

Parcel 77 Closing Docs

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	02/02/2017 05:34 PM

Form Started By: Jaime Salazar Started On: 02/02/2017 11:51 AM

Final Approval Date: 02/02/2017

OMB No. 2502-0265

A. U.S. Department of Housing and Urban Development

Settlement Statement

B. Type of Loan

1. [ ] FHA 2. [ ] FMHA 3. [ ] Conv. Unins.
4. [ ] VA 5. [ ] Conv. Ins.

6. File Number: 3154123

7. Loan Number:

8. Mortgage Ins. Case No.:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: Hidalgo County Regional Mobility Authority. PO BOX 1766, PHARR, TX 78577

E. Name of Seller: Hidalgo County Drainage District No.1, a political Subdvisiion of the State of Texas, 902 Doolittle Road, Edinburg, TX 78542

F. Name of Lender:

G. Property Location: Lot 5, Block 10, A. J. MCCOLL SUBDIVISION

H. Settlement Agent: Sierra Title of Hidalgo County, Inc.(956) 682-8321

Place of Settlement: 3401 N. 10TH Street, McAllen, TX 78501 PARCEL 77

I. Settlement Date: 12/5/2016 **Proration Date:** 12/5/2016

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross amount due from borrower:		**400. Gross amount due to seller:**	
101. Contract sales price	100.00	401. Contract sales price	100.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	804.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. School Taxes		409. School Taxes	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	904.50	**420. Gross amount due to seller:**	100.00
200. Amounts paid by or in behalf of the borrower.		500. Reduction in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller.		Adjustments for items unpaid by seller.	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. School Taxes		513. School Taxes	
214.		514.	
215.		515.	
216. NO TAX ACCOUNT FOUND PARTIAL TAKE		516. NO TAX ACCOUNT FOUND PARTIAL TAKE	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	**520. Total reduction in amount due seller:**	0.00
300. Cash at settlement from/to borrower.		600. Cash at settlement to/from seller.	
301. Gross amount due from borrower (line 120)	904.50	601. Gross amount due to seller (line 420)	100.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller(line 520)	0.00
303. CASH (X)FROM ()TO BORROWER	904.50	**603. CASH ()FROM (X)TO SELLER**	100.00

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number.
If you do not provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Hidalgo County Drainage District No.1, a political Subdvisiion of the State of Texas

A. U.S. Department of Housing and Urban Development	B. Type of Loan		
	1. [ ] FHA	2. [ ] FMHA	3. [ ] Conv. Unins.
	4. [ ] VA	5. [ ] Conv. Ins.	
	6. File Number: 3154123	7. Loan Number:	
Settlement Statement	8. Mortgage Ins. Case No.		

C. Note:	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.
D. Name of Borrower:	Hidalgo County Regional Mobility Authority, PO BOX 1766, PHARR, TX 78577
E. Name of Seller:	Hidalgo County Drainage District No.1, a political Subdvisiion of the State of Texas, 902 Doolittle Road, Edinburg, TX 78542
F. Name of Lender:	
G. Property Location:	Lot 5, Block 10, A. J. MCCOLL SUBDIVISION
H. Settlement Agent:	Sierra Title of Hidalgo County, Inc.(956) 682-8321
Place of Settlement:	3401 N. 10TH Street, McAllen, TX 78501 PARCEL 77
I. Settlement Date:	12/5/2016 — Proration Date: 12/5/2016

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross amount due from borrower:		**400. Gross amount due to seller:**	
101. Contract sales price	100.00	401. Contract sales price	100.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	804.50	403.	
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120. Gross amount due from borrower:	904.50	**420. Gross amount due to seller:**	100.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
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203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
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206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. School Taxes		513. School Taxes	
214.		514.	
215.		515.	
216. NO TAX ACCOUNT FOUND PARTIAL TAKE		516. NO TAX ACCOUNT FOUND PARTIAL TAKE	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	**520. Total reduction in amount due seller:**	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	904.50	601. Gross amount due to seller (line 420)	100.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller(line 520)	0.00
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You are required by law to provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number.
If you do not provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Hidalgo County Drainage District No.1, a political Subdvisiion of the State of Texas

L. Settlement Charges	12/2/16 3:26 PM	File Number: 3154123	
700.	Total sales/broker commission	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
	Division of commission (line 700) as follows:		
701.	$		
702.	$		
703.	Commission paid at settlement		
704.			
800.	Items payable in connection with loan		
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.	Yield Spread Premium		
900.	Items required by lender to be paid in advance		
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.	School taxes		
1007.			
1008.			
1009.	Aggregate Adjustment		
1100.	Title charges		
1101.	Settlement or closing fee to Sierra Title of Hidalgo County, Inc.	500.00	
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
	includes above items no.:		
1108.	Title insurance to Sierra Title of Hidalgo County, Inc.	238.00	
	includes above items no.:		
1109.	Lender's coverage		
1110.	Owner's coverage $100.00 $238.00		
1111.	State of Texas Policy Guaranty Fee		
1112.	Escrow fee		
1113.	Document review fee to LAW OFFICE OF JOHN KING		
1114.	Owner's Guranty Fee to Texas Title Insurance Guaranty Association	3.00	
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed $63.50	63.50	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.	Tax Service Fee		
1206.			
1300.	Additional settlement charges		
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.	HOA Assocation		
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	804.50	0.00

ADDENDUM

G.F. No.: 0003154921 DATE: December 5, 2016

Not Known,

Line 303 Amount: $904.50 **Line 603 Amount:** $100.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Date:

_____ _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

December 5, 2016

RE: GF NO.: 0003154123
PROPERTY ADDRESS: Not Known,

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT - TAX SERVICE

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not Known,
Date: December 5, 2016

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider of settlement services	Charge or range of charges
Tax Information and Tax Certificates	$54.13

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

SIERRA TITLE OF HIDALGO COUNTY, INC.

_____

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)
TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003154123
SUBJEC Lot(s): LOT 5, BLOCK 10 A.J. MCCOLL SUBDVISION, HCT
PROPE
RTY:

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Hidalgo County Drainage District No.1, a political subdivision of the State of Texas.
Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: _____. Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

   902 N. Doolittle Rd, Edinburg, TX 78542

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

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

By _____

_____
Notary Public

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 01/02

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

   Not known,

3. Taxpayer Identification No. (TIN): 73-1680959

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True	False		
☐	☐		1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐		2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
☐	☐		4. At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. or I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
True	False	N/A	
☐	☐	☐	6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Hidalgo County Drainage District No. 1, a political Subdivision
of the State of Texas

BY:_____ Date: _____
Ramon Garcia, Chairman of the Board

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

Certification for No Reporting

INSTRUCTIONS FOR DISBURSEMENT OF SELLERS PROCEEDS

Call when check is ready:

☐ Seller(s) at home _____ work _____ cell _____

☐ Realtor at _____

☐ Other _____ at Phone No. _____

☐ Mail check to: _____

_____

_____

☐ Federal Express check to: _____

_____

_____

☐ Wire Transfer funds to:

Name of Receiving Bank: _____

ABA No.: _____

Credit to the account of: _____

Account No.: _____

☐ Deposit into Acct. No. _____ (Deposit Slip Attached)

☐ Make check payable to Seller's Attorney:

_____, Trustee

Hidalgo County Drainage District No.1, a political subdivision
of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

BUYER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003154123

Borrower/Buyer Name(s): Hidalgo County Regional Mobility Authority

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Buyer One	Buyer Two
Home No.:	_____	_____
Business No.:	_____	_____
Mobile No.:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security No.:	_____	_____
Drivers License No.:	_____	_____

Hidalgo County Regional Mobility Authority

_____
Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003154123

Seller Name(s): Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Seller One	Seller Two
Home No.:		
Business No.:		
Mobile No.:		
Email Address:		
Date of Birth:		
Social Security No.:		
Drivers License No.:		

Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

_____
Ramon Garcia, Chairman of the Board Date_____

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 0003154123
SELLER (whether one or more): Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BUYER (whether one or more): Hidalgo County Regional Mobility Authority

LENDER:

PROPERTY: Not Known,

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's Initials

_____

_____

1. **WAIVER OF INSPECTION.** In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

   BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right, adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

   However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's Initials

_____

_____

2. **RECEIPT OF COMMITMENT.** BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.

Buyer's Initials

_____

_____

3. **UNSURVEYED PROPERTY.** BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Buyer's Initials

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's Initials | Buyer's Initials

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's Initials

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

Seller's Initials | Buyer's Initials

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

   a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;

   b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,

   c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's Initials

9. **ARBITRATION.** This paragraph does not apply to the Residential Owner Policy (T-1R). The parties may later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision. IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 9.

Seller's Initials

_____

_____

10. IRS REPORTING. SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

Seller's Initials	Buyer's Initials
_____	_____
_____	_____

11. ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms , conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Buyer's Initials

_____

_____

12. ATTORNEY REPRESENTATION AND NOTICE. BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

SELLER SIGNATURE

Hidalgo County Drainage District No.1, a political subdivision
of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

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

By _____

_____
Notary Public

BUYER SIGNATURE

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

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

By _____

_____
Notary Public

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2016

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
Sierra Title of Hidalgo County, Inc.

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

Filer's Federal Tax ID Number: 74-1649949
Order Number: 3154931

SELLER/TRANSFEROR'S NAME AND ADDRESS
Hidalgo County Drainage District No.1, a
political subdivision of the State of Te
902 N. Doolittle Rd
Edinburg, TX 78542

Transferor's Federal Tax ID Number: XX-XXX0959

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
12/05/16	100.00		0.00
3) Address or Legal Description: Not Known			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Hidalgo County Drainage District No. 1, a political Subdivision
of the State of Texas

BY: Ramon Garcia, Chairman of the Board _____ Date _____

INSTRUCTIONS FOR TRANSFEROR:

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2016 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if **all** the following apply:
- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

Transferor's identification number. For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.
Account number. May show an account or other unique number the filer assigned to distinguish your account.
Box 1. Shows the date of closing.
Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See *Box 4.*
Box 3. Shows the address or legal description of the property transferred.
Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.
Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other Income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

For Paperwork Reduction Act Notice, **see the 2016 General Instructions for Certain Information Returns.**
Department of the Treasury - Internal Revenue Service

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Fidelity National Title** ("Title Insurer")

Sierra Title of Hidalgo County, Inc. ("The Company")

RE: Hidalgo County Drainage District No.1, a polotical subdivision of the State of Texas to Hidalgo County Regional Mobility Authority

GF (File) No.: **0003154123**

Land: **PARCEL 77**

A 1,070 square feet of land, more or less, being out of Lot 5, Block 10, **A. J. McCOLL SUBDIVISION**, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Pages 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to Old Levee (tract 22 E8) United States of America, recorded in Volume 1330, Page 501, H.C.D.R. Said 1,070 square feet being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

1. **Waiver of Inspection**

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. **Receipt of Commitment**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. **Survey**

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. **Arbitration**

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title.

They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: December 5, 2016

Signature:

Hidalgo County Regional Mobility Authority

BY:_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

EXECUTED LETTER PERTAINING TO:
COMMISIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING ORDINANCES & SUBDIVISION REGULATIONS

DATE: _____, **2016**

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3154123
PROPERTY:

PARCEL 77

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One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

_____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

_____
Notary Public, State of
Notary's name (printed):

TAX PRORATION AGREEMENT

GF No. **3154123**

Date: _____, **2017**

SELLER: Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

PARCEL 77

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Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is **only an estimate** based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

**********NO TAX PRORATIONS**********

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a political Subdivision
of the State of Texas

BY:_____
Ramon Garcia, Chairman of the Board

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of
Way Specialist

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, by Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas, by Ramon Garcia, Chairman of the Board.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires:_____

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2017, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist, to certify which witness my hand and seal of office.

_____
Notary Public, in and for the State of

_____
Notary's Printed Name
My Commission Expires: _____