AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
March 21, 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 -58991** Resolution in Honor of Ruben Maldonado for 30 years of service with Hidalgo County Drainage District No. 1

6. **AI -59010** Discussion on Hidalgo County Drainage District No.1 projects, maintenance and operations:
A.) 2017 All Hazards Conference
B.) Pct. 3 Quarterly Meeting LUPE/ARISE
C.) El Sauz Ranch tour with owners

7. **AI -58444** A. Discussion and action on tax resale bids received on the properties described (please see attached list.)

B. Discussion and action on Resolution for tax resale bid properties.

8. **AI -58868** Request approval to amend closing document amount for Parcel 36E as it relates to La Joya Bypass Outfall Ditch. The correction will include closing costs in the amount of $1,455.76 not reflected on Agenda Item 58349 approved by Board on 02-06-2017. The revised total is $82,583.76.

9. **AI -58909** A.) Requesting approval of final negotiated Professional Services Agreement with L&G Engineering, as it relates to Material Testing Services for Penitas Pump House Project. Approved for negotiations by HCDD1 Board of Directors on January 24, 2017 (AI# 58088).

B.) Pursuant to the Board's approval of Professional Services Agreement with L&G Engineering, requesting approval of Work Authorization No. 1 in the amount of $36,062.30 as it relates to Material Testing Services for Penitas Pump House Project.

10. **AI -58913** **2013 BOND SERIES**
Requesting approval of Work Authorization No. 5 to On Call CMT Services Pct. #2, Pct. #3, Pct. #4 & HCDD1 Master Drainage System agreement with L&G Engineering in the amount of $5,835.22 as it relates CMT Services for Mile 17.5 & 38th St. Connector Project.

11. **AI -58981** Requesting approval of Closing Documents for Parcel 19 as it relates to HCRMA SH 365 Project and authority for Chairman of the Board to execute

12. **AI -58986** Requesting approval of closing documents as it relates to Parcel 18A of the J-09 Project and authority for Chairman of the Board to execute.

13. **AI -59014** Requesting approval to bring forward the available budget balances at December 31, 2016 for the District Capital Projects from the 2008 (Fund 132) and 2013 (Fund 133) Bond Series into the 2017 Budgets.

14. **AI -59033** Request approval of Budget Amendment in the amount of $110,080.31 in the District's General Fund to fund the carry over of purchase orders at December 31, 2016 in the District M & O department.

15. **AI -59012** Authority to advertise and approval of plans and specifications developed by project engineer, Halff Associates, Inc., for: Hidalgo County Drainage District No. 1 -"Maintenance Building Electrical Upgrade" -RFB No. HCDD1-17-018-04-12, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

16. **AI -59023** A. Requesting approval to purchase One (1) New Dynapac CA1500PD Padfoot Roller through the Hidalgo County Drainage District No. 1 membership/participation with BuyBoard's awarded vendor, Doggett Machinery Services (Contract #515-16) in the total amount of $114,710.20 including one Push Blade as optional equipment and 3 yr/3500hrs

Extended Warranty.

B. Pursuant to the Board's approval to purchase the One (1) New Dynapac CA1500PD Padfoot, requesting to declare surplus with the purpose of trade in: One (1) Hypac C852B Padfoot Roller (Asset # 41902) in the amount of $14,000.00 including the removal of said assets from inventory upon completion of transaction.

17. AI -59047 2013 Bonds
Budget: 365-Rural Drainage Development Pct.1

A. Approval of Application for Payment No.1 in the amount of $318,958.34 from RDH Site and Concrete, LLC pertaining to Construction Contract No. C-HCDD1-16-031B-08-09 -Mile 6 West & Mile 14 N. Area Drainage Improvement Project.

Project Engineer: Jorge Gonzalez, P.E.-Hidalgo County Drainage District No. 1
PO#630331-17

18. AI -59048 A. Request approval to issue payment on award of special commissioners pertaining to condemnation proceedings for Cause No. CCD-0359-F; Parcel No. 25-Pct.2-Fee Simple Right of Way Project.

B. Approval to issue payment for three (3) Special Commissioners fees related to Cause No. CCD-0359-F as noted on Item A above.

19. AI -59052 A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid (for the purposes of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of Professional Engineering Services for "Precinct No. 1 Bond Drainage Projects".

FIRM NAME:	SCORE:	RANK:
Jimenez Engineering Solutions, LLC DBA International Consulting Engineers	91.3	
Strada Engineering and Consulting, LLC	94	
Cortran Engineering, PLLC	89.3	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm _____, for the provisions of Professional Engineering Services "Precinct No. 1 Bond Drainage Projects".

20. **AI -59054** Pursuant to Texas Gov't Code 791.001 requesting approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District No.1 and Hidalgo County Irrigation District No.1 as it relates to irrigation canal adjacent to the east side of Drainage District yard. Pending final legal review.

21. **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**

22. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

25. **Adjourn**

AI -58991 **5.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted For: Jaime Salazar

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Resolution in Honor of Ruben Maldonado for 30 years of service with Hidalgo County Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Lora Briones Started On: 03/16/2017 01:35 PM

Final Approval Date: 03/17/2017

AI -59010 **6.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion on Hidalgo County Drainage District No.1 projects, maintenance and operations:
A.) 2017 All Hazards Conference
B.) Pct. 3 Quarterly Meeting LUPE/ARISE
C.) El Sauz Ranch tour with owners

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Jaime Salazar Started On: 03/16/2017 04:19 PM

Final Approval Date: 03/17/2017

AI -58444 **7.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

A. Discussion and action on tax resale bids received on the properties described (please see attached list.)

B. Discussion and action on Resolution for tax resale bid properties.

BACKGROUND

Fiscal Impact

Attachments

request
Resolution

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Monica Badillo Started On: 02/08/2017 01:01 PM

Final Approval Date: 03/17/2017

Zimbra **monica.badillo@co.hidalgo.tx.us**

Agenda Item Request

From : Tiffany Scott Soliz <Tiffany.Soliz@lgbs.com> Wed, Feb 08, 2017 10:45 AM
Subject : Agenda Item Request
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Cc : Lora Briones <lora.briones@hcdd1.org>

Hi Monica,

I hope you are having a great week! We would like to present some items at an upcoming drainage district and commissioner's court meeting. Would it be possible to be added to the agenda for the March 21st meetings? Included below is the wording for the agenda items, please let me know if it's possible to be added to the agenda and by what date you will need the backup information. Thank you!

Tiffany

Hidalgo County Drainage District #1

. **Discussion and action on tax resale bids received on the properties described as follows:**
Please see attached list.

Discussion and action on resolution for tax resale bid properties.

Hidalgo County Commissioner's Court

Delinquent Tax Collection Report for the period of July 1, 2016 through January 31, 2017

2. **Discussion and action on tax resale bids received on the properties described as follows:**
Please see attached list.

Discussion and action on resolution for tax resale bid properties.

Tiffany Scott Soliz
Public Affairs Coordinator
Valley - Edinburg
Linebarger Goggan Blair & Sampson, LLP
Attorneys at Law
Tiffany.Soliz@lgbs.com
205 South Pin Oak Avenue
Edinburg, TX 78539
Main: (956) 383-4500
Direct: (956) 289-7950
Fax: 956-383-7820
http://www.lgbs.com/

CONFIDENTIALITY STATEMENT

This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RESOLUTION

On the 21st day of March 2017, at the regularly scheduled meeting of the Board of Directors of Hidalgo County Drainage District No. 1, a motion was duly made and seconded to resell properties described on the attached list, which were acquired by the District through previous tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same, the Chairman of the Board called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that the Board of Hidalgo County Drainage District No. 1 approves the bids received on the properties described on the attached list and authorizes the Chairman of the Board to execute the tax resale deeds conveying the approved properties.

SIGNED on this 21st day of March 2017.

HIDALGO COUNTY

_____

Ramon Garcia
Chairman
Board of Directors

ATTEST:

_____

Arturo Guajardo, Jr.
County Clerk
Hidalgo County

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
February 7, 2017 TAX RESALE LIST
HIDALGO COUNTY

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST #1
T-568-06-A 1	Unit 9, Building "G", Dunlyn Estates, a condominium regime in Hidalgo County, Texas.	D8511-00-00G-0009-00	$86,570.00	$69,000.00	$5,242.79	$659.71
T-306-09-B 2	The South 1/2 of Lot 72 and all of Lot 73, Northside Village Mobile Home Subdivision, Phase II, a subdivision in Hidalgo County, Texas.	N7850-00-000-0072-00	$48,757.00	$15,000.00	$446.41	$148.15
T-0155-13-E 3	Lot 5, Block 6, Loma Linda Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.	L5250-00-006-0005-00	$12,260.00	$7,000.00	$985.42	$123.56
T-0454-13-B 4	Lot 4 and the West 1/2 of Lot 5, Block 65, Original Townsite to the City of Alamo, Hidalgo County, Texas.	A2100-00-065-0004-00	$103,760.00	$5,000.00	$493.63	$121.35
T-0007-14-E 5	Lot 1, Block 2, Helmer Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.	H2000-00-002-0001-00	$58,895.00	$13,900.00	$2,376.81	$332.88
T-2535-14-B 6	All of Lot Fourteen (14), Tierra Del Norte Subdivision, Hidalgo County Texas.	T4780-00-000-0014-00	$11,590.00	$11,100.00	$1,781.88	$210.42
T-0606-15-H 7	North 50 feet of the South 100 feet of the East 140 feet of Lot 4, Block D, Kelly-Pharr Lettered Blocks, acreage tract, in the City of Pharr, Hidalgo County, Texas.	K2100-00-00D-0004-02	$7,255.00	$13,500.00	$2,275.00	$789.75
T-0805-15-H 8	0.242 acre, more or less, out of the East 2.00 acres of the East 1/2 of the North 1/2 of Lot 4, Block 36, Alamo Land and Sugar Company Subdivision, a subdivision in Hidalgo County, Texas	A1800-00-036-0004-10	$7,850.00	$4,500.00	$475.14	$62.95

T-446-08-D 9	5.00 ACRES, MORE OR LESS, OUT OF LOTS 9 AND 10, SECTION 2, HIDALGO CANAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS. (LANDLOCKED)	H2550-01-002-0009-05	$39,260.00	$1,500.00	$20.01	$1.72
T-358-11-B 10	12.164 acres, more or less, being out of Lot 361, Kelly-Pharr Subdivision, a subdivision in Hidalgo County, Texas.(LANDLOCKED)	K2400-00-000-0361-05	$23,450.00	$5,000.00	$614.40	$58.70
T-0214-12-H 11	All of Lot 12, Las Brisas Del Sur Subdivision, Hidalgo County, Texas	L3140-00-000-0012-00	$22,070.00	$12,500.00	$1,978.49	$184.59
T-0734-14-G 12	The East 75 feet of a 2.95 acre tract out of Lot 5, of Tejon Land & Water Company Subdivision, Hidalgo County, Texas	T1400-00-001-0005-19	$58,920.00	$30,000.00	$6,362.25	$727.39
T-1559-08-I 13	Lot 7 which is 0.14 acre of land out of that certain 1.8 acres of abandoned canal right of way lying immediately West of Lot 172, John H. Shary Subdivision of Porciones 58, 59 and 60, Hidalgo County, Texas,	S2950-00-000-0172-51	$14,961.00	$9,000.00	$1,396.75	$124.24
T-3161-14-D 15	Lot 45, Block "C", Tri-City Subdivision, Unit 2, a subdivision in the City of Alton, Hidalgo County, Texas.	T7300-02-00C-0045-00	$30,730.00	$21,000.00	$3,000.56	$354.41
T-0873-15-I 16	Lot (11), Siebring Addition to the City of McAllen, Hidalgo County, Texas.	S3400-00-000-0011-00	$13,061.00	$15,000.00	$4,575.92	$967.78
T-801-08-E 18	Lot 19, Block 7, Richardson Heights addition, City of Monte Alto, Hidalgo County, Texas.	R3825-00-007-0019-00	$3,390.00	$5,000.00	$821.18	$75.93
T-801-08-E 19	Lot 20, Block 7, Richardson Heights addition, City of Monte Alto, Hidalgo County, Texas.	R3825-00-007-0020-00	$13,942.00	$4,000.00	$758.69	$59.83

T-1732-12-E 20	Lot 8, Block 7, Richardson Heights Addiion to the Townsite of Monte Alto, Hidalgo County, Texas.	R3825-00-007-0008-00	$9,715.00	$1,600.00	$10.13	$0.92
T-1732-12-E 21	Lot 7, Block 7, Richardson Heights Addiion to the Townsite of Monte Alto, Hidalgo County, Texas.	R3825-00-007-0007-00	$2,100.00	$1,600.00	$164.51	$19.28
T-1542-13-G 22	Lot 3, Block 2, Jessup's Subdivision, a resubdivision of the South 15.0 acres of the North 25.0 acres of Lot 13, Block 59, Mo-Tex Land and Irrigation Company Subdivision, Las Mestenas Grant, Hidalgo County, Texas.	J5250-00-002-0003-00	$2,811.77	$2,500.00	$537.18	$64.03
T-1259-06-H 23	The North 10 feet of Lot 9, and the South 25 feet of Lot 10, Block 51, Original Townsite, City of La Villa, Hidalgo County, Texas.	L2050-00-051-0010-00	$35,120.00	$2,500.00	$182.36	$27.44
T-027-05-I 24	Lot 5, Block 2, Eastside Addition, an addition to the City of La Villa, Hidalgo County, Texas.	E1400-00-002-0005-00	$9,971.00	$6,000.00	$573.00	$125.19
T-027-05-I 25	Lot 8, Block 2, Eastside Addition, an addition to the City of La Villa, Hidalgo County, Texas.	E1400-00-002-0008-00	$23,760.00	$15,500.00	$2,167.18	$450.80
T-022-07-F 26	The South 40 feet of Lot 2, and the North one-half of Lot 3, Block 18, Original Townsite, City of La Villa, Hidalgo County, Texas.	L2050-00-018-0002-0	$28,560.00	$7,500.00	$1,364.19	$110.53
T-1111-08-C 27	Lot 1, Block 1, Eastside Addition, Hidalgo County, Texas.	E1400-00-001-0001-00	$41,282.00	$10,000.00	$1,388.36	$122.71
T-0477-12-D 28	Lot 1, Block 35, Original Townsite, City of La Villa, Hidalgo County, Texas, as described in Volume 2263, Page 596, Deed Records of Hidalgo County, Texas.	L2050-00-035-0001-00	$6,825.00	$2,400.00	$2.41	$.28

T-0489-12-F 29	0.265 acres, more or less, out of Farm Tract 2153, North Capisallo District Subdivision, a subdivision in Hidalgo County, Texas.	N3400-00-000-2153-05	$10,950.00	$1,100.00	$8.85	$.83
T-1131-09-A 30	Lots 1, 2, 3, and 4, Block 4, and the adjoining North 70 feet by 110 feet, Original Townsite to the City of Edcouch, Hidalgo County, Texas.	E3100-00-004-0001-00	$177,590.00	$16,000.00	$2,866.52	$277.98
T-1619-13-H 31	LOTS 13, 14, 15, 18 & 19, BLOCK 45, FRANK A. SMITH'S NORTH ELSA RESUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 15, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	E5400-00-045-0013-00	$59,510.00	$1,900.00	$.90	$.08
T-1619-13-H 32	AN APPROXIMATELY .81 ACRE TRACT BEING THE PORTION OF THE 1.939 ACRE TRACT DESCRIBED IN A DEED RECORDED UNDER COUNTY CLERK'S FILE NUMBER 609006 IN THE OFFICIAL PUBLIC RECORDS OF HIDALGO COUNTY, TEXAS.	E5400-00-030-0000-02	$217,995.00	$30,000.00	$5,039.66	$419.29
T-1619-13-H 33	LOTS 20 AND 21, BLOCK 45, FRANK A. SMITH'S NORTH ELSA RESUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 15, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	E5400-00-045-0020-00	$16,600.00	$8,500.00	$1,251.59	$116.31
T-623-08-C 34	Lots 25 and 26, Block 2, Original Townsite to the City of Elsa, Hidalgo County, Texas,	E5400-00-002-0025-00	$43.230.00	$5,000.00	$597.17	$119.98

T-450-99-B 35	Lot 88, Tierra Linda Subdivision, City of Palmview, Hidalgo County, Texas.	T5340-00-000-0088-00	$112.172.00	$52,000.00	$13,127.57	$1,768.73
T-1082-03-B 37	THE SOUTH 724 FEET OF THE WEST 1452 FEET OF THE 20.0 ACRES OF THE SOUTH 67.33 ACRES OF THE WEST ONE-HALF OF THE TEXAN GARDENS SUBDIVISION, BLOCK 16, SAVE & EXCEPT THE SOUTH 400 FEET OF THE WEST 450 FEET, BEING MORE PARTICULARLY DESCRIBED IN VOLUME 2536, PAGE 452, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.	T2200-00-016-0000-08	$119,210.00	$150,000.00	$21,060.38	$3,673.53
T-394-08-C 38	Lot 17, Block 6, consisting of 0.17 acres of land, more or less, La Camelia Subdivision "A", an addition to the City of Mission, Hidalgo County, Texas.	L0650-02-006-0017-00	$26,820.00	$5,000.00	$440.47	$40.51
T-1060-10-G 39	Lot 42, Carlos Acres Subdivision, Hidalgo County, Texas.	C1760-00-000-0042-00	$28,480.00	$21,000.00	$4,520.15	$435.71
T-1483-10-C 40	All of Lot Thirty-eight (38) of La Homa Road Subdivision, Hidalgo County, Texas.	L1150-00-000-0038-00	$27,530.00	$12,500.00	$2,263.06	$230.01
T-2129-11-J 41	0.14 acres, more or less, out of the South 5.71 acres of Lot 130, Nick Doffing Co. Subdivision No. 1, Hidalgo County, Texas.	D6000-01-000-0130-02	$6,445.00	$900.00	$17.87	$1.96
T-2129-11-J 42	0.14 acres, more or less, out of the South 5.71 acres of Lot 130, Nick Doffing Co. Subdivision No. 1, Hidalgo County, Texas.	D6000-01-000-0130-03	$5,735.00	$3,500.00	$636.98	$73.08
T-2129-11-J 43	0.14 acres, more or less, out of the South 5.71 acres of Lot 130, Nick Doffing Co. Subdivision No. 1, Hidalgo County, Texas.	D6000-01-000-0130-06	$5,735.00	$900.00	$17.86	$2.05

AI -58868 **8.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted For: Jaime Salazar

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to amend closing document amount for Parcel 36E as it relates to La Joya Bypass Outfall Ditch. The correction will include closing costs in the amount of $1,455.76 not reflected on Agenda Item 58349 approved by Board on 02-06-2017. The revised total is $82,583.76.

BACKGROUND

Fiscal Impact

Attachments

File#0003161345-Parce#36E
BOD 02-06-17 Minutes

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Claudette Guerrero Started On: 03/06/2017 04:32 PM

Final Approval Date: 03/17/2017

L&G Engineering

Transportation Consultants

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

FEB 13 2017
5:28 AM / PM
BY: Rosa Arce

February 13, 2017

Raul Sesin, PE
District Manager
Hidalgo County Drainage District No. 1
902 N Doolittle Rd.
Edinburg, Texas 78539

RE: Parcel No. 36 E – Request for Check
La Joya Bypass Outfall Ditch

Dear Mr. Sesin:

In compliance with **"Work Authorization No. 5"** approved by Hidalgo County Drainage District No. 1 Board of Directors on April 25, 2015. L&G Engineering (ROW Acquisition Provider for and on behalf of the Hidalgo County Drainage District No. 1) requests that a check in the amount of **$82,583.76**, as evidenced in the attached conveyance deed and settlement statement, be made payable to ***Sierra Title of Hidalgo County, Inc.; 3401 N. 10th Street, McAllen, TX 78501.*** Payment through this process will expedite the acquisition of the above captioned parcel of land for the improvement project.

Once the parcel of land (tract) is acquired and transaction is consummated, the title company will provide L&G Engineering with the original recorded deed, copy of closing statement, and an original title insurance policy in the amount of the parcel purchase price. L & G Engineering will copy and then provide the District with the original documents.

L & G Engineering will be available to assist the District in the processing of any payment.

We thank you for your excellent cooperation and coordination towards the acquisition and payment process of this project. Please feel free to call me or Alicia Rodriguez 956/585-1909 with any concerns or questions regarding this payment process.

Sincerely,

Fernando Herrera
Right of Way Administrator

✓ 17-133-365-20201

JE: 16-133-433-365-47110-030-001

cc: File

Attachments

Received:
HCDD#1

By: _____ _____
Date

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L&G Engineering

Transportation Consultants

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

NOV 02 2016

9:27 AM PM

BY: MAP

October 31, 2016

Raul E. Sesin, PM, CFM
General Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542

RE: La Joya Watershed Project (WA#5)
Parcel No. 36E

Dear Mr. Sesin

Attached herewith is a counter-offer as submitted by G.E. Bell Properties, LTD, owners of Parcel 36E, on October 12, 2016. L&G Engineering has reviewed the aforementioned and hereby recommends that the counteroffer **be approved**. The Initial Offer Letter, dated SEP 21, 2016, was for the authorized amount of $70,050.00. The property owner cites the date of the appraisal and a similar purchase consummated after the date of the appraisal. After review of the counter offer and discussion by the acquisition team it is recommended that the Administrative Settlement be approved. We believe that the proposed counter offer is within a reasonable range of the District's approved value. Furthermore, accepting the counter offer would result in a cost savings to the District by avoiding ED proceedings and associated time delays.

L & G Engineering believes the counteroffer is a valuation issue, legal and cost savings issue and also a timing issue for the construction of the project. And more importantly, due to recent court awards on similar projects and the cost to litigate through the Special Commissioners' Hearing, we recommend that the counteroffer of **$81,129.00** be accepted.

Please review these documents and feel free to contact me at (956) 585-1909 if you wish to discuss this matter personally.

Sincerely,

Fernando Herrera
Right of Way Administrator

Attachments: As noted.

cc: File

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

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

We Hereby Certify that this is a true and correct copy of the original instrument.
SIERRA TITLE OF HIDALGO COUNTY, INC.
by

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

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
Ramon Garcia
Chairperson Board of Directors

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 2/6/17

G.E. Bell Properties, LTD

BY: Jeannette Womack
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

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.

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 2/6/17

I Hereby Certify that this is a true and correct copy of the original instrument.
HIDALGO COUNTY, INC.
by

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: December 13, 2016

Grantor: G.E. Bell Properties, LTD

Grantor's Mailing Address: PO Box 653
Penitas, TX 78576

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address: 902 N Doolittle
Edinburg, Hidalgo County, Texas 78539

Consideration:
Eighty One Thousand One Hundred Twenty Eight and 00/100 Dollars ($81,128.00) in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):
See description in Exhibit "A" attached hereto and made a part hereof for all purposes.

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: 17 Oak Trees

Grantor covenants and agrees to remove the Retained Improvements from the Property by **15th day of March, 2017**, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Reservations from and Exceptions to Conveyance and Warranty:

Taxes assessed against the Property, if any, after date hereof. Grantor shall be liable for all taxes assessed against the Property through date hereof.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on this the 22 day of December, 2016.

G.E. Bell Properties LTD.
By: Its General Partner, Penitas Properties GB Management, LLC
Jeannette Womack
Jeannette Womack, President

Corporate Acknowledgement

State of Texas §
County of HIDALGO §

This instrument was acknowledged before me on this the 22 day of December, 2016 by G.E. Bell Properties LTD By: Its General Partner, Penitas Properties GB Management, LLC Jeannette Womack President

JACQUELINE TREVINO
Notary Public, State of Texas
My Comm. Exp 07-24-2017
NOTARY ID#: 12950017-3

Jacqueline Trevino
Notary Public

AFTER RECORDING RETURN TO:
Sierra Title Co. of Hidalgo County McAllen TX 78501

Exhibit A

County:	Hidalgo
Highway:	US 83
Project Limits:	0.85 Mi. East of FM 886 (El Faro Rd.) to 0.28 Mi. West of Showers Road
ROW CSJ:	0039-17-161

PROPERTY DESCRIPTION FOR 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(H.C.M.R.), 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 (O.P.H.R.C.) said 2.462 acre parcel being more particularly described as follows:

COMMENCING at a Texas Department of Transportation (TxDOT) aluminum disk set on a 5/8-inch iron rod on the east line of said Lot 210, thence as follows:**

North 08 degrees 53 minutes 50 seconds East, along said east line, a distance of 336.65 feet to a point at the intersection of said east line of Lot 210 and the north right-of-way line of a Dedicated Public Road (10 varas wide); thence as follows:

North 81 degrees 06 minutes 10 seconds West, along said north line, a distance of 75.46 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the POINT OF BEGINNING and the southeast corner of the herein described parcel having surface coordinates of N=16,616,952.64 E=1,006,469.41 and being on the north right-of-way line of said Dedicated Public Road;**

(1) THENCE, North 81 degrees 06 minutes 10 seconds West, along the common line of said Lot 210, the south line of the herein described parcel, and said Dedicated Public Road, a distance of 314.76 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at a point on the north line of said Dedicated Public Road, and at an exterior corner of the herein described parcel;

(2) THENCE, North 52 degrees 38 minutes 32 seconds West, severing said Lots 210 and 209, a distance of 222.93 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the point of curvature of a non-tangent curve to the left, and being on the south line of said 18.373 acre tract;**

Exhibit A

(3) THENCE, Northwesterly, along the south line of said 18.373 acre tract, and said curve to the left through a central angle of 28 degrees 09 minutes 25 seconds, having a radius of 644.15 feet, an arc length of 316.51 feet, and a chord that bears North 66 degrees 43 minutes 15 seconds West, a distance of 313.38 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the west line of said Lot 209, and being on the east right-of-way line of Dedicated Public Road (30 varas wide);**

(4) THENCE, North 08 degrees 53 minutes 50 seconds East, along the common line of said Dedicated Public Road and said Lot 209, a distance of 150.00 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at a north corner of the herein described parcel, and being a point of curvature of a non-tangent circular curve to the right;**

(5) THENCE, Southeasterly, severing said lot 209, and said curve to the right through a central angle of 28 degrees 12 minutes 51 seconds, having a radius of 794.15 feet, an arc length of 391.07 feet, and a chord that bears South 66 degrees 44 minutes 58 seconds East, a distance of 387.13 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at an exterior corner of the herein described parcel;**

(6) THENCE, South 52 degrees 38 minutes 32 seconds East, severing said Lots 209 and 210, a distance of 499.65 feet to the POINT OF BEGINNING and containing 2.462 acres (107,265 square feet) of land.

All bearings and coordinates are based on the Texas Coordinate System, South Zone (4205), NAD 1983 (2011). All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000040.

A parcel plat of even date was prepared to accompany this property description.

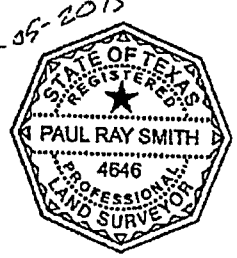
**The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

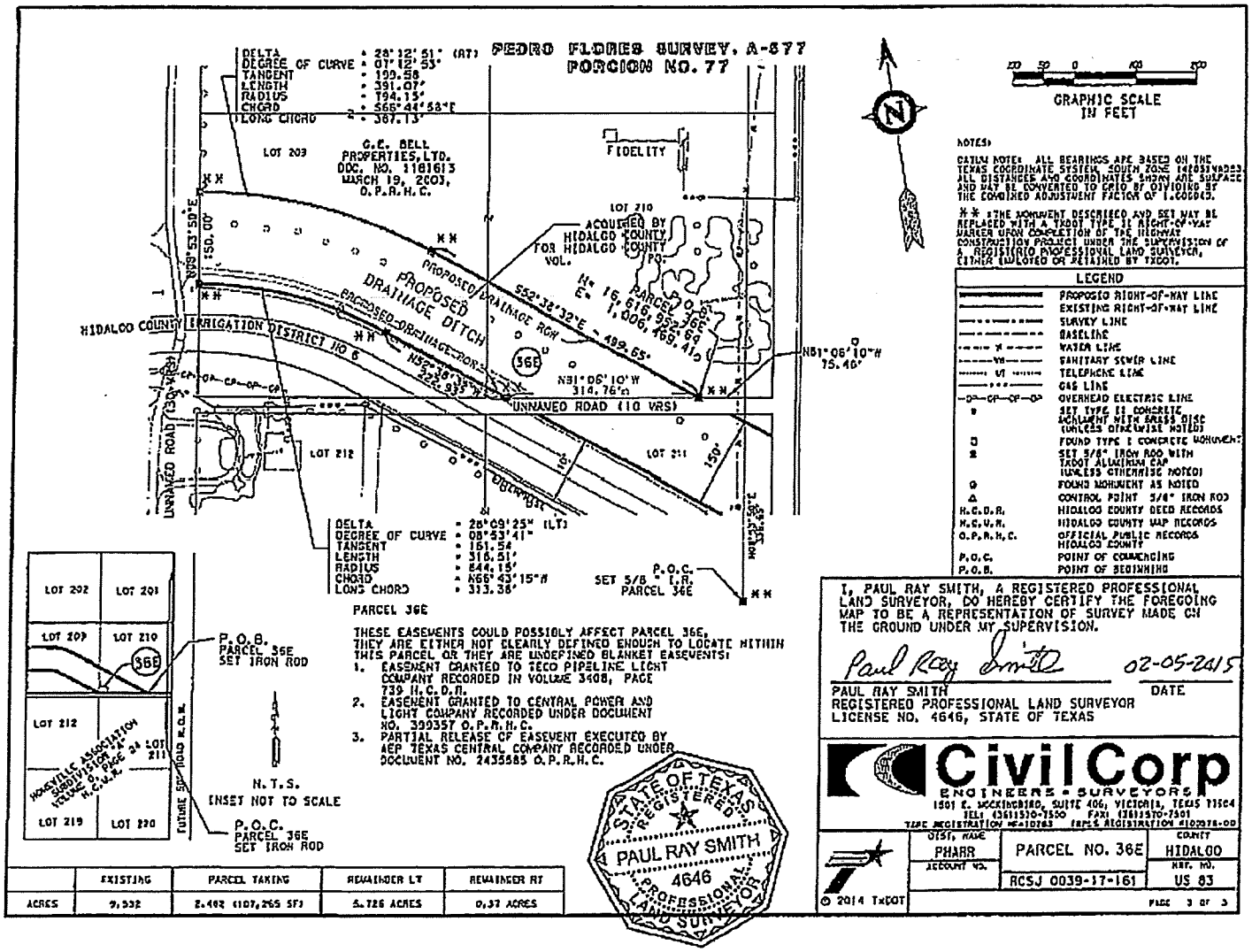
This survey was performed on the ground under my supervision during August, 2013

Paul Ray Smith

Paul Ray Smith
Registered Professional Land Surveyor No. 4646
CivilCorp, LLC
2825 Wilcrest Drive, Suite 460
Houston, Texas 77042
832-252-8100

02-05-2015





PARCEL 36E

THESE EASEMENTS COULD POSSIBLY AFFECT PARCEL 36E, THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS:

1. EASEMENT GRANTED TO TECO PIPELINE LIGHT COMPANY RECORDED IN VOLUME 3408, PAGE 739 H.C.D.R.
2. EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY RECORDED UNDER DOCUMENT NO. 339357 O.P.R.H.C.
3. PARTIAL RELEASE OF EASEMENT EXECUTED BY AEP TEXAS CENTRAL COMPANY RECORDED UNDER DOCUMENT NO. 2435585 O.P.R.H.C.

NOTES:

DATUM NOTE: ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205) NAD83. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.00043.

** SOME MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

LEGEND

	PROPOSED RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE
	SURVEY LINE
	BASELINE
	WATER LINE
SS	SANITARY SEWER LINE
UT	TELEPHONE LINE
	GAS LINE
OHP	OVERHEAD ELECTRIC LINE
●	SET TYPE II CONCRETE MONUMENT WITH BRASS DISC (UNLESS OTHERWISE NOTED)
□	FOUND TYPE II CONCRETE MONUMENT
○	SET 5/8" IRON ROD WITH TXDOT ALUMINUM CAP (UNLESS OTHERWISE NOTED)
○	FOUND MONUMENT AS NOTED
△	CONTROL POINT 5/8" IRON ROD
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS HIDALGO COUNTY
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

I, PAUL RAY SMITH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Paul Ray Smith 02-05-2015

PAUL RAY SMITH — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 4646, STATE OF TEXAS

STATE OF TEXAS — REGISTERED — PAUL RAY SMITH 4646 — PROFESSIONAL LAND SURVEYOR

	EXISTING	PARCEL TAKING	REMAINDER LT	REMAINDER RT
ACRES	9.532	2.482 (107,965 SF)	5.726 ACRES	0.32 ACRES

CivilCorp
ENGINEERS • SURVEYORS
1501 E. MOCKINGBIRD, SUITE 406, VICTORIA, TEXAS 77904
TEL: (361)570-7500 FAX: (361)570-7501
TBPE REGISTRATION #F-10763 TBPLS REGISTRATION #100378-00

DIST, NAME	PARCEL NO. 36E	COUNTY
PHARR		HIDALGO
ACCOUNT NO.	RCSJ 0039-17-161	REF. NO. US 83

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FILE 3 OF 3

SPECIAL MEETING - February 6, 2017

BE IT REMEMBERED, that on this 6th day of February A.D., 2017, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

Board Member Joe M. Flores and Board Member Eduardo "Eddie" Cantu were not in attendance.

2. **Prayer**

Raul Sesin led the courtroom in prayer.

3. **Open Forum**

No comments under open forum.

4. **Approval of Consent Agenda**

The board approved the entire 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.

Steve Crain corrected Sesin on Item.5.D., should be payment no.3 not no.5

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, DAVID FUENTES, the Board made a UNANIMOUS vote of approval on A to E.

Vote: 3 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, DAVID FUENTES, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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.

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, DAVID FUENTES, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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.

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, DAVID FUENTES, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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.

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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.

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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.

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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.

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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.

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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.

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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:

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, DAVID FUENTES, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

A. **Real Estate Acquisition**

No action taken on this item.

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

No action taken on this item.

16. **Open Session:**

A. **Real Estate Acquisition**

No action taken on this item.

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

Proceed as Directed.

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

No action taken on this item.

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

No action taken on this item.

19. **Adjourn**

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, DAVID FUENTES, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 6th day of February, 2017

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on February 6, 2017.

Signed this 6th day of FEBRUARY 2017

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Norma G. Cantu, Deputy

SPECIAL MEETING - February 6, 2017

BE IT REMEMBERED, that on this 6th day of February A.D., 2017, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

Board Member Joe M. Flores and Board Member Eduardo "Eddie" Cantu were not in attendance.

2. **Prayer**

Raul Sesin led the courtroom in prayer.

3. **Open Forum**

No comments under open forum.

4. **Approval of Consent Agenda**

The board approved the entire 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.

Steve Crain corrected Sesin on Item.5.D., should be payment no.3 not no.5

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, DAVID FUENTES, the Board made a UNANIMOUS vote of approval on A to E.

Vote: 3 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, DAVID FUENTES, the Board made a UNANIMOUS vote of approval.

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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.

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Vote: 3 - 0 - Unanimously

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Vote: 3 - 0 - Unanimously

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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.

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Vote: 3 - 0 - Unanimously

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

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Vote: 3 - 0 - Unanimously

A. **Real Estate Acquisition**

No action taken on this item.

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

No action taken on this item.

16. **Open Session:**

A. **Real Estate Acquisition**

No action taken on this item.

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

Proceed as Directed.

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

No action taken on this item.

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

No action taken on this item.

19. **Adjourn**

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, DAVID FUENTES, the Board made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 6th day of February, 2017

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on February 6, 2017.

Signed this 6th day of FEBRUARY 2017

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Norma G. Cantu, Deputy

AI -58909 **9.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of final negotiated Professional Services Agreement with L&G Engineering, as it relates to Material Testing Services for Penitas Pump House Project. Approved for negotiations by HCDD1 Board of Directors on January 24, 2017 (AI# 58088).

B.) Pursuant to the Board's approval of Professional Services Agreement with L&G Engineering, requesting approval of Work Authorization No. 1 in the amount of $36,062.30 as it relates to Material Testing Services for Penitas Pump House Project.

BACKGROUND

Form HB1295 will be requested upon approval of Agreement.
Purchase Order and Notice to Proceed will not be issued until compliance with HB1295.

Fiscal Impact

Attachments

C-HCDD1-17-004-03-21 Agreement CMT Svcs -Penitas Pump House -L&G
C-HCDD1-17-004-03-21-WA-1 -Penitas Pump House CMT MEG

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Moises Salazar Started On: 03/10/2017 09:27 AM

Final Approval Date: 03/17/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-HCDD1-17-004-03-21

THIS AGREEMENT is made effective the **21st** day of **March**, **2017** by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1, TEXAS,** ("Drainage District") and **L&G Consulting Engineers, Inc., dba L&G Engineering** of **Mercedes, TX,** a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the Drainage District is vested with the responsibility of providing "**CONSTRUCTION MATERIALS TESTING SERVICES"** for the **Penitas Pump House Project** (the "Services");

WHEREAS, the Drainage District has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the Drainage District requested Statements of Qualifications (SOQ's) from professional laboratories to assist the Drainage District by providing the Services;

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

WHEREAS, Drainage District has selected the Laboratory to provide the Services within **Drainage District,** in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Drainage District and Laboratory do mutually agree as follows:

1. Scope of Services. The Drainage District will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by Drainage

District." Laboratory agrees to provide to Drainage District with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of one **(1) year**, effective **March 21, 2017** and will expire **March 20, 2018** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the Drainage District with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the Drainage District and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, Drainage District shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

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

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit “E” within the agreement. The Drainage District retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the Drainage District finds it necessary to require changes in completed work because of errors made by the Laboratory, the Drainage District shall require the Laboratory to correct the work at no cost to the Drainage District and without amendment to the Agreement. If the changes are made at the request of the Drainage District and are not due to errors of the Laboratory, the Drainage District will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit “C,” "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the Drainage District in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any Drainage District or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

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

8. Suspension of Work. Should Drainage District desire to suspend the work under this Agreement, but not terminate this Agreement, the Drainage District shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the Drainage District to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the Drainage District and Laboratory to that effect. 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 Drainage District to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the Drainage District and Laboratory. If the Drainage District suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

At the request of the Drainage District or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the Drainage District, or at other locations designated by the Drainage District. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the Drainage District before the final report is issued. The Drainage District's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the Drainage District shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the Drainage District or the Laboratory.

The Laboratory shall promptly advise the Drainage District in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Drainage District policies and with any applicable federal, state or local laws, regulations, orders or

ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Drainage District, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Drainage District, including, but not limited to benefits associated with Drainage District civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the Drainage District. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. Drainage District may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for Drainage District in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Drainage District a certificate issued by the insurer that such insurance is in full force and effect.

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

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of Drainage District.

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

17. Termination by Drainage District. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by Drainage District, or if Laboratory fails to comply with any conditions in this Agreement, then Drainage District shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

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

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable

in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

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

If to County:	Hidalgo County Drainage District No. 1 Attention: General Manager 902 N. Doolittle Rd. Edinburg, Texas 78542
If to Laboratory:	**L&G Engineering** **Attention: Jacinto Garza, P.E.** **2100 W. Expressway 83** **Mercedes, Texas 78570**

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

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

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

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

27. Authority. The execution and performance of this Agreement by Drainage District and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the Drainage District shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a

continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

EXECUTED as of the day and year first written above.

OWNER:
Hidalgo County Drainage District No. 1

By: _____
Hon. Ramon Garcia, Chairman of the Board

LABORATORY:
L&G Consulting Engineers, Inc., dba L&G Engineering

By: _____

Printed Name Jacinto Garza, P.E.

Title: President/CEO

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Drainage District
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

Approved by Hidalgo County Drainage District Board of Directors on: March 21st, 2017

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

EXHIBIT A

-Scope of Services to be provided by the Drainage District

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory’s request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 1 – CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the DISTRICT with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (03/15) or Project Plans and Specifications (or as directed by the DISTRICT). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.

(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.

(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

(f) Any additional laboratory testing as required/requested by the DISTRICT and the project plans and specifications.

(g) Providing accurate and timely reports to the DISTRICT and all/other recipients as designated by the DISTRICT.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports shall be provided in PDF format.

Two copies of the documentation shall be provided to the DISTRICT.

If required, the LABORTORY shall provide to the DISTRICT, an electronic medium (CD/DVD/USB) that contains all the CMT Reports for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The LABORATORY will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
CMT	Mercedes Office

The work effort will be managed out of the Mercedes (City) office located at 2100 West Expressway 83 (Address), Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services:

A. Construction/Maintenance Phase:

1) Attend the DISTRICT'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the DISTRICT during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the DISTRICT and/or project design Laboratory.
5) Furnish the DISTRICT all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the DISTRICT on construction and maintenance projects.

B. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with DISTRICT specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and CMT reports prepared under this Agreement shall become the property of the DISTRICT upon completion of the work and payment in full of all monies due to the LABORATORY.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the DISTRICT within a reasonable time.

EXHIBIT C

-Laboratory’s Contract Rates

EXHIBIT "C"
CONTRACT RATES

L&G Consulting Engineers, Inc.

Audited Overhead Rate FY 2015

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 17	Contract Rate *FY 18
Principal	$ -	$ -	$ -
Senior Project Manager	$ 70.00	$ 198.10	$ 204.04
Engineer (V) - Senior Engineer	$ 58.00	$ 164.14	$ 169.06
Senior Environmental Scientist / Specialist	$ 49.00	$ 138.67	$ 142.83
Engineer (III) - Project Engineer	$ 43.00	$ 121.69	$ 125.34
Engineering Lab Manager	$ 34.00	$ 96.22	$ 99.11
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 90.56	$ 93.28
Senior Engineer Tech	$ 30.00	$ 84.90	$ 87.45
Project Inspector (V)	$ 28.00	$ 79.24	$ 81.62
Record Keeper	$ 27.00	$ 76.41	$ 78.70
Environmental Planner/Specialist (I)	$ 26.00	$ 73.58	$ 75.79
Project Inspector (I)	$ 22.00	$ 62.26	$ 64.13
CADD Operator / GIS Analyst	$ 22.00	$ 62.26	$ 64.13
Admin/Clerical	$ 20.00	$ 56.60	$ 58.30
Soil & Aggregate Technician	$ 17.00	$ 48.11	$ 49.55
Concrete Technician	$ 17.00	$ 48.11	$ 49.55
Asphalt Technician	$ 17.00	$ 48.11	$ 49.55

Contract Rates include labor, overhead and profit

* Base Contract Rates FY 17 increase by 3% per FY (FY 18, etc.)

Negotiated Overhead Rate:	153.12%
Negotiated Profit Rate:	12.00%
Multiplier:	2.83

Other Direct Expenses:	Cost:
Lodging	$85/night
Meals	$36/day
Mileage	$0.54/mile
Car Rental	$75.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

JG Approved 02/23/2017

L&G Consulting Engineers, Inc.

CONTRACT RATES
GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	2017	2018
Mobilization (Drill Rig and Crew)	$454.91/Day	$468.56/Day
Stand-By Time	$200.01/Hr	$206.01/Hr
Texas Cone Penetration Test (Tex-132)	$5.72/Ea.	$5.89/Ea.
Soil Boring / Solid Stem	$32.01/Lf	$32.97/Lf
Soil Boring / Hollow Stem	$32.01/Lf	$32.97/Lf
Soil Boring / Mud Rotary	$32.01/Lf	$32.97/Lf
Mileage (Logger-Soil Tech)	$0.54/Mi.	$0.56/Mi.
Support Truck	$1.70/Mi.	$1.75/Mi.
Piezometer / Monitoring Well	**By Quote**	**By Quote**

Soil Testing	2017	2018
Moisture Content Determination - ASTM D2216/Tex-103-E	$10.87/Ea.	$11.20/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$54.74/Ea.	$56.38/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$54.97/Ea.	$56.62/Ea.
Atterberg Limits of Soils - ASTM D 4318/Tex-106-E	$82.05/Ea.	$84.51/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$68.46/Ea.	$70.51/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$98.63/Ea.	$101.59/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$68.46/Ea.	$70.51/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$492.30/Ea.	$507.07/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$533.95/Ea.	$549.97/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$218.97/Ea.	$225.54/Ea.
Standard Proctor - ASTM D 698	$211.99/Ea.	$218.35/Ea.
Standard Proctor Soil-Cement - ASTM D 558	$250.00/Ea.	$257.50/Ea.
Modified Proctor - ASTM D 1557	$218.88/Ea.	$225.45/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$24.63/Ea.	$25.37/Ea.
Compressive Strength Soil-Cement Cyl. – ASTM D 1633 (Method A)	$85.00/Ea.	$87.55/Ea.
Determination of Soil pH - Tex-128-E	$88.99/Ea.	$91.66/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$164.22/Ea.	$169.15/Ea.
Resistivity of Soils - Tex-129-E	$99.55/Ea.	$102.54/Ea.
Sulfate Content of Soils - Tex-145-E	$88.99/Ea.	$91.66/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$239.53/Ea.	$246.72/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$360.50/Ea.	$371.32/Ea.
Unconfined Compression-Soil - ASTM D 2166	$51.45/Ea.	$52.99/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$54.87/Ea.	$56.52/Ea.
Consolidation Test - ASTM D 2435	$537.16/Ea.	$553.27/Ea.
Organic Content – ASTM D 2974 (Method C)	$85.00/Ea.	$87.55/Ea.
Dispersive Charateristics of Soil (Double Hydrometer) – ASTM D4221	$150.00/Ea.	$154.50/Ea.
Dispersive Charateristics of Soil (Crumb Test) – ASTM D6572	$55.00/Ea.	$56.55/Ea.
Classification Of Dispersive Clay (Pinhole Test) – ASTM D4647	$150.00/Ea.	$154.50/Ea.

Coarse & Fine Aggregate Quality Testing	2017	2018
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$61.52/Ea.	$63.37/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$74.44/Ea.	$76.67/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$87.55/Ea.	$90.18/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$13.71/Ea.	$14.12/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$47.90/Ea.	$49.34/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$47.90/Ea.	$49.34/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$47.90/Ea.	$49.34/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$47.90/Ea.	$49.34/Ea.

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Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$75.18/Ea.	$77.44/Ea.
L.A. Abrasion - ASTM C131/ Tex-410-A	$581.49/Ea.	$598.93/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$581.49/Ea.	$598.93/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$68.46/Ea.	$70.51/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$13.65/Ea.	$14.06/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)		
Sand Equivalent - ASTM D 2419/Tex-203-F	$75.18/Ea.	$77.44/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$82.06/Ea.	$84.52/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$47.90/Ea.	$49.34/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$16.43/Ea.	$16.92/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$61.80/Ea.	$63.65/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$82.40/Ea.	$84.87/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$88.99/Ea.	$91.66/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality	**2017**	**2018**
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$92.70/Ea.	$95.48/Ea.
Asphalt Content - Tex-236-F	$92.70/Ea.	$95.48/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$113.30/Ea.	$116.70/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$88.99/Ea.	$91.66/Ea.
Indirect Tensile Strength Test - Tex-226-F	$618.00/Ea.	$636.54/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$15.45/Ea.	$15.91/Ea.
Lab Molded Density - Tex-207-F	$82.40/Ea.	$84.87/Ea.
Hamburg Wheel Tracker - Tex-242-F	$927.00/Ea.	$954.81/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$68.46/Ea.	$70.51/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$91.10/Ea.	$93.83/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$75.23/Ea.	$77.49/Ea.
In-Place Air Voids - Tex-207-F	$25.75/Ea.	$26.52/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$92.70/Ea.	$95.48/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$239.45/Ea.	$246.63/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$41.06/Ea.	$42.29/Ea.
Segregation Profile - Tex-207-F (Part V)	$309.00/Ea.	$318.27/Ea.
Joint Density - Tex-207-F (Part VII)	$309.00/Ea.	$318.27/Ea.
Tack Coat Adhesion - Tex-243-F	$103.00/Ea.	$106.09/Ea.
Thermal Profile - Tex-244-F	$180.25/Ea.	$185.66/Ea.
Ride Quality - Tex-1001-S	**By Quote**	**By Quote**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	$513.02/Ea.	$528.41/Ea.

Concrete/Masonry Field & Laboratory Testing	**2017**	**2018**
Temperature Test (Fresh Mix Conc.) – ASTM C 1064/Tex-422-A	No Charge	No Charge
Slump Test - ASTM C 143/Tex-415-A	No Charge	No Charge
Air Content (Pressure Method) - ASTM C 231/Tex-416-A	$24.58/Ea.	$25.32/Ea.
Air Content (Volumetric) - ASTM C 173	$27.36/Ea.	$28.18/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	No Charge	No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	$12.36/Ea.	$12.73/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$16.40/Ea.	$16.89/Ea.
Casting of Grout Prisms - ASTM C 1019	No Charge	No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$34.23/Ea.	$35.26/Ea.
Casting of Mortar Cubes - ASTM C 780	No Charge	No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$33.45/Ea.	$34.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$239.38/Ea.	$246.56/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$239.38/Ea.	$246.56/Ea.

***(In Conjunction w/ Field Inspection)**

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L&G Consulting Engineers, Inc.

CONTRACT RATES

Miscellaneous Testing		
Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.75/Ea.	$26.52/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$20.60/Ea.	$21.22/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.76/Ea.	$26.53/Ea.

Engineering Review, Evaluation, Management & Administration	**2017**	**2018**
Test Report	$24.30/Ea.	$25.03/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses	**2017**	**2018**
Mileage.....	0.54/Mi.	0.56/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

JG Approved 02/23/2017

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Professional Construction Material Testing Laboratory Services
Agreement # C-HCDD1-17-004-03-21

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1**, action herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**," and, _____ professional Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Drainage District No. 1, as to content and detail of this Work Authorization No. ___.

Hidalgo County Drainage District No. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of _____ day of _____, 2017.

THE LABORATORY:

_____

By: _____
_____

THE OWNER
HIDALGO COUNTY DRAINAGE DISTRICT NO 1:

_____
Ramon Garcia
CHAIRMAN OF THE BOARD

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

By:_____

ATTACHMENTS:
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Laboratory
Exhibit C – Omitted
Exhibit D – Cost Proposal

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**", and _____**,** Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ___ ____ day of _____ **20**___ concerning Laboratory Services for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____

_____
_____
_____

All other provisions are unchanged and remain in full force and effect.
IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____
Ramon Garcia, Chairman of the Board

LIST OF ATTACHMENTS

(as required)

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

*By:*_____
Stephen L. Crain, Attorney

EXHIBIT F

-Certificates of Insurance

Exhibit F

L&GCO-1 OP ID: KL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Timothy Cabaza	CONTACT NAME: Jannet Castaneda PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: jcastaneda@swkins.com
INSURED L&G Consulting Engineers, Inc dba L&G Engineering 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : United Fire Lloyds 43559 INSURER B : Texas Mutual Insurance Co. 22945 INSURER C : Certain Undw. at Lloyds INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			85321487	07/19/2016	07/19/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			85321487	07/19/2016	07/19/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			85321487	07/19/2016	07/19/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001390560	07/19/2016	07/19/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			BIND64440113	07/19/2016	07/19/2017	Limit	2,000,000

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

Additional Insured per written contract per form #CG70870215 Primary & Non Contributory per form CG20010413 & IL71051014; Waiver of Transfer Rights per form CG24040509; Auto: Additional Insured & Waiver of Subrogation per form CA71090105; Primary & Non Contributory per form CA73340915; Worker Comp: Waiver of Subrogation Form WC420304B

CERTIFICATE HOLDER

HIDALDR

Hidalgo County Drainage
District No. 1
902 N. Doolittle
Edinburg, TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cynthia Cabaza

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Moises Salazar

From: Steve Crain <scrain@atlashall.com>
Sent: Monday, March 13, 2017 7:44 AM
To: 'Moises Salazar'
Subject: RE: Professional Services Agreement

Looks OK.

-----Original Message-----
From: Moises Salazar [mailto:moises.salazar@hcdd1.org]
Sent: Friday, March 10, 2017 4:57 PM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: Professional Services Agreement

Hello Mr. Crain,
Please see attached modified Agreement as requested.

Thank you.

<https://email.co.hidalgo.tx.us/home/moises.salazar@hcdd1.org/Briefcase/Mo
ises Signature.fw (3).png>
-----Original Message-----
From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, March 10, 2017 12:14 PM
To: Moises Salazar <moises.salazar@hcdd1.org>
Subject: Professional Services Agreement

Good afternoon Moises:

See the attached and please make changes. Should you have any questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for Stephen L. Crain & J. Joseph Vale ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

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HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Professional Construction Material Testing Laboratory Services
Agreement# C-HCDD1-17-004-03-21

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1,** action herein by and through the BOARD OF DIRECTORS, hereinafter called the **"Owner,"** and, L&G Consulting Engineers, Inc. professional Laboratory's of Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide CMT Services for the Penitas Pump House Project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A"*** - ***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B"*** - ***Scope of Services to be Provided by the Laboratory*** attached hereto.

PART2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $36,062.30. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number ____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Drainage District No. 1, as to content and detail of this Work Authorization No. 1.

Hidalgo County Drainage District No. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of __ day of _____ , 2017.

THE LABORATORY:
L&G CONSULTING ENGINEERS, INC.

By: Jacinto Garza, P.E.
President / C.E.O.

THE OWNER
HIDALGO COUNTY DRAINAGE DISTRICT NO 1:

Ramon Garcia
CHAIRMAN OF THE BOARD

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

By:_____

ATTACHMENTS:
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Laboratory
Exhibit C - Omitted
Exhibit D - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the Drainage District

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory’s request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 1 – CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the DISTRICT with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (03/15) or Project Plans and Specifications (or as directed by the DISTRICT). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.

(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.

(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

(f) Any additional laboratory testing as required/requested by the DISTRICT and the project plans and specifications.

(g) Providing accurate and timely reports to the DISTRICT and all/other recipients as designated by the DISTRICT.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports shall be provided in PDF format.

Two copies of the documentation shall be provided to the DISTRICT.

If required, the LABORTORY shall provide to the DISTRICT, an electronic medium (CD/DVD/USB) that contains all the CMT Reports for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The LABORATORY will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
CMT	Mercedes Office

The work effort will be managed out of the Mercedes (City)
office located at 2100 West Expressway 83 (Address),
Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services:

A. Construction/Maintenance Phase:

1) Attend the DISTRICT'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the DISTRICT during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the DISTRICT and/or project design Laboratory.
5) Furnish the DISTRICT all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the DISTRICT on construction and maintenance projects.

B. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with DISTRICT specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and CMT reports prepared under this Agreement shall become the property of the DISTRICT upon completion of the work and payment in full of all monies due to the LABORATORY.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the DISTRICT within a reasonable time.

EXHIBIT D
ESTIMATED MAN-HOURS AND TEST BREAKDOWN

WA #1 - Hidalgo Co. Irrigation District No. 1 - Peñitas Pump Station Rehabilitation
Construction Materials Testing

Structural Concrete (Section 03 31 00)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								336 CY
		ASTM Test	ASTM Guide Specs / Project Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Temperature		C1064	1 per Strength Test	1 sample per day	Each	14	$0.00	$0.00
Slump		C143	1 per Strength Test (dry slump req. 5.5" min - 7.5" max)	1 sample per day	Each	14	$0.00	$0.00
Air Content		C231	1 per Strength Test	1 sample per day	Each	14	$24.58	$344.12
Sample & Cast Concrete Cylinders		C172 / C31	1 per 100 CY or Any Portion < 100 CY for Each Mix Design Placed per Day	4 specimen per day (14 days)	Each	56	$12.36	$692.16
Compressive Strength (Concrete)		C39	1 per 100 CY or Any Portion < 100 CY for Each Mix Design Placed per Day (28 day strength = 5000 psi)	4 specimen per day (14 days)	Each	56	$16.40	$918.40
Reports					Each	63	$24.30	$1,530.90
Tech Time (Conc)				1 hr~T, S, AC & 0.5 hr~CS	Hour	42	$48.11	$2,020.62
# of Trips (Tech)				14 trips (50 miles RT)	Mile	700	$0.54	$378.00
**Admin/Clerical					Hour	10	$56.60	$566.00
							Item Subtotal	$6,450.20

Cement Stabilized Sand (Section 03 43 00)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								11 CY
		ASTM Test	ASTM Guide Specs / Project Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Field Density Test (Nuclear)		D6938	1 per day (bedding) & 2 per day (backfill) (Placed in max 4" Lifts, loose)	2~4" bedding locations (1 day) & 0~backfill locations (0 days)	Each	2	$24.63	$49.26
Standard Proctor (Soil-Cement)		D558		At least 1 per material (assume 1 material)	Each	1	$250.00	$250.00
Compressive Strength (Soil-Cement)		D1633 (Method A)	2 sets per day	4 sets (8 specimen)	Each	8	$85.00	$680.00
Reports					Each	7	$24.30	$170.10
Tech Time (Soil-Cement)				4 hrs~SP, CS & 2 hrs~FD	Hour	24	$48.11	$1,154.64
# of Trips (Tech)				2 trips (50 mi RT)	Mile	100	$0.54	$54.00
**Admin/Clerical					Hour	4	$56.60	$226.40
							Item Subtotal	$2,584.40

Grouting (Section 03 60 00)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								7 CY
		ASTM Test	ASTM Guide Specs / Project Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Sample and Test Grout		C1019	3 per day	1 day bollards + 1 day anchor plates (2 days)	Each	6	$0.00	$0.00
Prep./Cure/Comp. Strength Grout		C39	3 per day	Assume 3 Sets per day (12 Specimen) (2 days)	Each	24	$32.43	$778.32
Reports					Each	18	$24.30	$437.40
Tech Time (Grout)				6 hrs per day (for 2 days)	Hour	12	$48.11	$577.32
# of Trips (Tech)				2 trips (50 mi RT)	Mile	100	$0.54	$54.00
**Admin/Clerical					Hour	4	$56.60	$226.40
							Item Subtotal	$2,073.44

Embankment (Section 31 24 00)

- Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

								2430 CY
		ASTM Test	ASTM Guide Specs / Project Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
<u>Borrow Source</u>								
Liquid Limit (LL)		D4318	2 per each material type, borrow source, and blend	same # as PI	Each	8	$57.74	$461.92
Plasticity Index (PI)		D4318	2 per each material type, borrow source, and blend AND 1 per M-D Curve	2 sources (east and west sides) & 2 MD	Each	8	$54.97	$439.76
Organic Content (Method C)		D2974	2 per each material type, borrow source, and blend	2 sources (east and west sides)	Each	4	$85.00	$340.00
Particle Size Analysis (Gradation)		D422		2 sources (east and west sides)	Each	4	$98.63	$394.52
Material Finer Than #200 Sieve		D1140		2 sources (east and west sides)	Each	4	$68.46	$273.84
Crumb Test		D6572		2 sources (east and west sides)	Each	4	$55.00	$220.00
Pinhole Test		D4647		2 sources (east and west sides)	Each	4	$150.00	$600.00
Moisture-Density (Mod. Proctor)		D1557 (Method B)		2 sources (east and west sides)	Each	4	$218.88	$875.52
Double Hydrometer Test		D4221		2 sources (east and west sides)	Each	4	$150.00	$600.00
Moisture Content		D2216		2 sources (east and west sides)	Each	4	$10.87	$43.48
<u>Topsoil (Borrow Source)</u>								
Particle Size Analysis (Gradation)		D422	Each Material Type & Borrow Source	2 sources (east and west sides)	Each	2	$98.63	$197.26
Reports					Each	42	$24.30	$1,020.60
Tech Time (Soils)				4 hrs~PI, Gr, MD, DH; 2 hrs~OC, C, P, MC	Hours	136	$48.11	$6,542.96
# of Trips (Tech)				2 trips (50 mi RT)	Mile	100	$0.54	$54.00
**Admin/Clerical					Hours	22	$56.60	$1,245.20
							Item Subtotal	$13,309.06

Drilled Concrete Piers and Shafts (Section 31 36 29)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

								89 CY
		ASTM Test	ASTM Guide Specs / Project Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Temperature		C1064	1 per Strength Test	1 Strength Test per Day (4 Days)	Each	4	$0.00	
Slump		C143	1 per Strength Test	1 Strength Test per Day (4 Days)	Each	4	$0.00	$0.00
Air Content (Pressure Method)		C231	1 per Strength Test	1 Strength Test per Day (4 Days)	Each	4	$24.58	$98.32
Sample & Test Concrete		C172 / C31	1 per 100 CY or Any Portion < 100 CY for Each Mix Design Placed per Day	2 DS per Day (~22 CY per Day)	Each	16	$12.36	$197.76
Compressive Strength (Concrete)		C39	1 per 100 CY or Any Portion < 100 CY for Each Mix Design Placed per Day	2 DS per Day (~22 CY per Day)	Each	16	$16.40	$262.40
Reports					Each	12	$24.30	$291.60
Tech Time (Conc)				1 hr~T, S, AC & 0.5 hr~CS	Hour	20	$48.11	$962.20
# of Trips (Tech)				4 trips (50 miles RT)	Mile	200	$0.54	$108.00
**Admin/Clerical					Hour	4	$56.60	$226.40
							Item Subtotal	$2,146.68

Riprap (Section 35 42 37)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		ASTM Test	ASTM Guide Specs / Project Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Soundness		C88	1 per Riprap Type (2 types)	1 day	Each	2	$581.49	$1,162.98
Specific Gravity		C128	1 per Riprap Type (2 types)	1 day	Each	2	$82.06	$164.12
Reports					Each	4	$24.30	$97.20
Tech Time (Conc)				4 hrs ~ S, SG	Hour	16	$48.11	$769.76
# of Trips (Tech)				1 Trips (50 Miles RT)	Mile	100	$0.54	$54.00
**Admin/Clerical					Hour	4	$56.60	$226.40
							Item Subtotal	$2,474.46

*** Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preperation, holding and curing of strength specimen costs**
~ 1 Set is defined as 2 Cylinders (7-day or 28-day)
~ All Structural Concrete requires a minimum 2 Sets per Test Location (4 Cyl.)
**** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration**

Summary

Sub-Total (CMT Items) =	$29,038.24
Eng. Lab Mgr. (Coor. w/Area Eng./Rpt. Rev.) (73 hrs x 96.22 Hr.)	$7,024.06

Constuction Materials Testing Total :	$36,062.30

AI -58913 **10.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

Requesting approval of Work Authorization No. 5 to On Call CMT Services Pct. #2, Pct. #3, Pct. #4 & HCDD1 Master Drainage System agreement with L&G Engineering in the amount of $5,835.22 as it relates CMT Services for Mile 17.5 & 38th St. Connector Project.

BACKGROUND

Fiscal Impact

Attachments

WA#5 -On-Call with L&G CMT Svcs -Pct#2 Pct#3 Pct#4 & HCDD1 Master Drainage Sys Proj

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Moises Salazar Started On: 03/10/2017 10:14 AM

Final Approval Date: 03/17/2017

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
For On-Call CMT Services (Pct #2, Pct #3, Pct #4 & HCDD#1 Master Drainage System) Professional Agreement

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, action herein by and through the **Board of Directors**, hereinafter called the "**Owner**," and, L&G Consulting Engineers, Inc. professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide On-Call CMT Services for the Mile 17.5 & 38th St. Connector Project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $5,835.22. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 5 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on the earlier of _____or **upon completion of scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. 5.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager

BY:_____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of _____ day of _____, 2017.

THE LABORATORY:

_____
By: Jacinto Garza, P.E.
President / C.E.O.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1:

_____
Ramon Garcia
CHAIRMAN OF THE BOARD

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

By:_____

ATTACHMENTS:
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Laboratory
Exhibit C – Omitted
Exhibit D – Cost Proposal

EXHIBIT A

Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the OWNER in the development of Projects.

General:

The OWNER will provide to the LABORATORY the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design LABORATORY.
2) Payment for work performed by the LABORATORY and accepted by the OWNER in accordance with Article 3 of this Agreement.
3) Assistance to the LABORATORY, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the LABORATORY cannot easily obtain.
4) Provide any available relevant data the OWNER may have on file concerning the projects.
5) Provide timely review and decisions in response to the LABORATORY's request for information and/or required submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by LABORATORY.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction LABORATORY.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 1 – CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the OWNER with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10) or Project Plans and Specifications (or as directed by the OWNER). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.

(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.

(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

(f) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.

(g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the OWNER.

If required, the LABORTORY shall provide to the OWNER, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The LABORATORY will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
CMT	Mercedes Office
Inspection	Mission Office

The work effort will be managed out of the Mercedes (City) office located at 2100 West Expressway 83 (Address), Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the OWNER on construction and maintenance projects.

B. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and CMT reports prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the LABORATORY.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the OWNER within a reasonable time.

Exhibit "D"
L&G Engineering
Mile 17.5 & 38th St. Connector Project (CMT)
Prepared for Hidalgo County Drainage District No. 1

Limed Subgrade Testing - Laboratory						
Moisture Density Relationship (TxDOT)	1	Each	$218.97		$218.97	*quanitity based on*
Atterberg Limits of Soils	1	Each	$82.05		$82.05	*1 site visit to*
Material Finer #200	1	Each	$68.46		$68.46	*obtain samples of*
Test Report	1	Each	$24.30		$24.30	*LTS*
Soil & Aggregate Tech	3	Hour	$52.88		$158.64	*materials for*
Mileage (Trip Charge)	60	Miles	$0.56		$33.60	*laboratory testing*
				Subtotal:	$586.02	
Limed Subgrade Testing - Field						
Field Density Test	3	Each	$24.63		$73.89	*quantity based on*
Test Report	1	Each	$24.30		$24.30	*1 site visit to perform*
Soil & Aggregate Tech	3	Hour	$52.88		$158.64	*Field Density and Thickness*
Mileage (Trip Charge)	60	Miles	$0.56		$33.60	*Testing for LTS*
				Subtotal:	$290.43	*(avg 3 tests per visit)*
Flexible Base (Caliche) - Laboratory						
Moisture Density Relationship (TxDOT)	1	Each	$218.97		$218.97	*Quantity based*
Atterberg Limits of Soils	1	Each	$82.05		$82.05	*on 1 site visit to*
Particle Size Analysis (Gradation)	1	Each	$98.63		$98.63	*obtain sample*
Texas Wet Ball Mill	1	Each	$239.53		$239.53	*for laboratory*
Triaxial Compression	1	Each	$360.50		$360.50	*testing*
Soil & Aggregate Tech	8	Hour	$52.88		$423.04	
Test Report	3	Each	$24.30		$72.90	
Mileage (Trip Charge)	60	Miles	$0.56		$33.60	
				Subtotal:	$1,529.22	
Flexible Base (Caliche) - Field						
Field Density Test	8	Each	$24.63		$197.04	
Test Report	2	Each	$24.30		$48.60	*Quantities based on*
Soil & Aggregate Tech	8	Hour	$52.88		$423.04	*2 site visits to perform*
Mileage (Trip Charge)	120	Miles	$0.56		$67.20	*in-place testing*
				Subtotal:	$735.88	*(avg 4 tests per visit)*
Hot Mix Asphalt Paving						
Extraction/Sieve Analysis/AC%	1	Each	$239.45		$239.45	
MaximumTheor. Specific Gravity	1	Each	$92.70		$92.70	
Asphalt Rolling Patterns	1	Each	$41.06		$41.06	
Coring/ACP Thickness	2	Each	$68.46		$136.92	
Density of Cores (Set of 2)	2	Each	$75.23		$150.46	
In-Place Air Voids	2	Each	$25.75		$51.50	
Asphalt Technician	12	Hour	$52.88		$634.56	
Mileage (Trip Charge)	120	Miles	$0.56		$67.20	
Test Report	3	Each	$24.30		$72.90	
				Subtotal:	$1,486.75	

Estimated Field and Laboratory Test Fees			**$4,628.30**
Admin/Clerical (Report Review)(Hr.)	**4**	**$62.21**	**$248.84**
Engineering Lab Mgr. (Report Review)(Hr.)	**4**	**$105.76**	**$423.04**
Project Engineer (Report Review)(Hr.)	**4**	**$133.76**	**$535.04**
Estimated Materials Testing Total			**$5,835.22**

AI -58981 **11.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Closing Documents for Parcel 19 as it relates to HCRMA SH 365 Project and authority for Chairman of the Board to execute

BACKGROUND

Fiscal Impact

Attachments

Closing Documents

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Lora Briones Started On: 03/16/2017 08:40 AM

Final Approval Date: 03/17/2017

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. FILE NUMBER: 0003163180

7. LOAN NUMBER:

8. MORTGAGE INS 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 "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (0003163180 / 40)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Hidalgo County Regional Mobility Authority PO BOX 1766, PHARR, TX 78577	Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas 920 N. Doolittle Road, Edinburg, TX 78542	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
Not known Lot(s): 1, Block: 6 Rio Bravo Plantation PARCEL 19	Sierra Title of Hidalgo County, Inc. PLACE OF SETTLEMENT: 3401 N. 10th St. McAllen, TX 78501	February 23, 2017 DISBURSEMENT DATE: February 23, 2017

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	3,416.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	800.50
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	4,216.50
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216. *** NO TAX PRORATIONS*****	
217. ** NO TAX ACCOUNT ESTABLISHED GOVERN	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	0.00
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	4,216.50
302. Less amount paid by/for Buyer (Line 220)	( )
303. CASH FROM BUYER	4,216.50

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401. Contract sales price		3,416.00
402. Personal property		
403.		
404.		
405.		
Adjustments for items paid by seller in advance		
406. City/Town taxes		
407. County taxes		
408. Assessments		
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		3,416.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess deposit (see instructions)		
502. Settlement charges to seller (line 1400)		
503. Existing loan(s) taken subject to		
504. Payoff of first mortgage loan	To:	
505. Payoff of second mortgage loan	To:	
506.		
507.		
508.		
509.		
Adjustments for items unpaid by seller		
510. City/Town taxes		
511. County taxes		
512. Assessments		
513.		
514.		
515.		
516. ***NO TAX PRORATIONS***		
517. ** NO TAX ACCOUNT ESTABLISHED GOVE		
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		0.00
600. CASH AT SETTLEMENT TO/FROM SELLER:		
601. Gross amount due to Seller (Line 420)		3,416.00
602. Less reductions due Seller (Line 520)		(0.00)
603. CASH TO SELLER		3,416.00

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	**TOTAL COMMISSION Based on Price** $ @ %		
	Division of Commission (line 700) as Follows:		
701.	to		
702.	to		
703.	Commission Paid at Settlement		
	The following persons, firms or corporations received a portion of the real estate commission amount shown above:		
704.	to		
800.	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801.	Loan Origination Fee % to		
802.	Loan Discount % to		
803.	Appraisal fee to		
804.	Credit report to		
805.	Lender's inspection fee to		
806.	Mortgage insurance application fee to		
807.	Assumption fee to		
808.	to		
809.	to		
810.	to		
811.	to		
900.	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901.	Interest From 02/23/17 to 03/01/17 @ $ /day (6 days %)		
902.	Mortgage insurance premium for month to		
903.	Hazard insurance premium for year to		
904.	for year to		
905.	to		
1000.	**RESERVES DEPOSITED WITH LENDER**		
1001.	Hazard insurance Months @ $ per Month		
1002.	Mortgage insurance Months @ $ per Month		
1003.	City property taxes Months @ $ per Month		
1004.	County property taxes Months @ $ per Month		
1005.	Annual assessments Months @ $ per Month		
1006.	Months @ $ per Month		
1007.	Months @ $ per Month		
1008.	Months @ $ per Month		
1100.	**TITLE CHARGES**		
1101.	Settlement or closing fee to Sierra Title of Hidalgo County, Inc.	500.00	
1102.	Abstract or title search to		
1103.	Title examination to		
1104.	Title insurance binder to		
1105.	Document preparation to King Law Firm		
1106.	Notary fees to		
1107.	Attorney's fees to		
	(includes above item numbers:)		
1108.	Owner's policy premium to Sierra Title of Hidalgo County, Inc.	238.00	
	(includes above item numbers:)		
1109.	Lender's coverage		
1110.	Owner's coverage $ 3,416.00 238.00		
1111.	to		
1112.	Tax Service Fee to Tax Service of Hidalgo County		
1113.	to Sierra Title of Hidalgo County, Inc.		
1114.	State of Texas Policy Guaranty Fee (O) to Texas Title Insurance Guaranty Association	3.00	
1200.	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201.	Recording fees: Deed $ 56.00; Mortgage ; Releases	56.00	
1202.	City/County tax/stamps: Deed ; Mortgage		
1203.	State tax/stamps: Deed ; Mortgage		
1204.	to		
1205.	E-FILING to Sierra Title of Hidalgo County, Inc.	3.50	
1300.	**ADDITIONAL SETTLEMENT CHARGES**		
1301.	Survey to		
1302.	Pest inspection to		
1303.	to		
1304.	to		
1305.	to		
1400.	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)**	800.50	0.00

HUD-1, Attachment

Buyer: Hidalgo County Regional Mobility Authority
PO BOX 1766
PHARR, TX 78577

Seller: Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas
920 N. Doolittle Road
Edinburg, TX 78542

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321
Place of Settlement: 3401 N. 10th St.
McAllen, TX 78501
Settlement Date: February 23, 2017
Disbursement Date: February 23, 2017
Property Location: Not known

Lot(s): 1, Block: 6
Rio Bravo Plantation

PARCEL 19

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

BY:_____

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:
By: RAMON GARCIA, CHAIRMAN OF THE BOARD

BY:_____

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____
Sierra Title of Hidalgo County, Inc.
Settlement Agent

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

ADDENDUM

G.F. No.: 0003163180 DATE: February 23, 2017

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.

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

BY:_____

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

BY:_____

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

February 23, 2017

RE: GF NO.: 0003163180

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: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

BY:_____

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:
By: RAMON GARCIA, CHAIRMAN OF THE BOARD

BY:_____

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: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

BY:_____

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:
By: RAMON GARCIA, CHAIRMAN OF THE BOARD

BY:_____

CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT - TAX SERVICE

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not known,
Date: February 23, 2017

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: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

BY:_____

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:
By: RAMON GARCIA, CHAIRMAN OF THE BOARD

BY:_____

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: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

BY:_____

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:
By: RAMON GARCIA, CHAIRMAN OF THE BOARD

BY:_____

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.: 0003163180
SUBJECT PROPERTY: Lot(s): 1, Block: 6
Rio Bravo Plantation

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:

_____

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

BY:_____

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): _____

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: RAMON GARCIA, CHAIRMAN OF THE BOARD

BY:_____ _____ Date

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

BY:_____

BUYER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003163180

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.)

PO BO X 1766
P.O. Box

PHARR — TEXAS
City — State

78577
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,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

_____
Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003163180

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

_____
Date

DATE: February 23, 2017

SUBJECT: HIDALGO COUNTY SUBDIVISION REGULATIONS

RE: 0003163180

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

BY:_____

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: **0003163180**

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: **PARCEL 19**

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

BY:_____

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

By _____

_____
Notary Public

BUYER SIGNATURE

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

BY:_____

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 political subdivision of the State of Texas to Hidalgo County Regional Mobility Authority

GF (File) No.: **0003163180**

Land: **Parcel 19:**

Being a 37,202 square foot or 0.854 of an acre tract of land situated in the Antonio Gutierrez Survey, Portion 63, Abstract No. 34, Hidalgo County, Texas, out of Lot 1, Block No. 6, Rio Bravo Plantation Subdivision, as recorded in Volume W, Page 197, of the Deed Records, Hidalgo County, Texas, and being out of a called 2.00 acre tract of land, conveyed by Warranty Deed to Hidalgo County Drainage District No. 1, dated April 19, 1927, as described in Volume 330, Page 554, of the Deed Records, Hidalgo County, Texas, said 37,202 square foot or 0.854 of an acre tract of land being more particularly described by metes and bounds 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: February 23, 2017

Signature:

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

BY:_____

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: _____

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

GF NUMBER: 3163180

Parcel 19:

Being a 37,202 square foot or 0.854 of an acre tract of land situated in the Antonio Gutierrez Survey, Portion 63, Abstract No. 34, Hidalgo County, Texas, out of Lot 1, Block No. 6, Rio Bravo Plantation Subdivision, as recorded in Volume W, Page 197, of the Deed Records, Hidalgo County, Texas, and being out of a called 2.00 acre tract of land, conveyed by Warranty Deed to Hidalgo County Drainage District No. 1, dated April 19, 1927, as described in Volume 330, Page 554, of the Deed Records, Hidalgo County, Texas, said 37,202 square foot or 0.854 of an acre tract of land being more particularly described by metes and bounds 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.

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 _____, 2017, 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. **3163180**

Date: _____, **2017**

SELLER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas

BUYER: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Parcel 19:

Being a 37,202 square foot or 0.854 of an acre tract of land situated in the Antonio Gutierrez Survey, Portion 63, Abstract No. 34, Hidalgo County, Texas, out of Lot 1, Block No. 6, Rio Bravo Plantation Subdivision, as recorded in Volume W, Page 197, of the Deed Records, Hidalgo County, Texas, and being out of a called 2.00 acre tract of land, conveyed by Warranty Deed to Hidalgo County Drainage District No. 1, dated April 19, 1927, as described in Volume 330, Page 554, of the Deed Records, Hidalgo County, Texas, said 37,202 square foot or 0.854 of an acre tract of land being more particularly described by metes and bounds as follows;

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

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
SUBSCRIBED AND SWORN to before me on this _____ day of _____ _____by_____ to certify which witness my hand and seal of office.

_____
Notary Public, in and for the State of Texas

_____
Notary's Printed Name
My Commission Expires: _____

Witness my hand this the_____ day of_____ 2017

STATE OF TEXAS
COUNTY OF HIDALGO
SUBSCRIBED AND SWORN to before me on this _____ day of _____ _____, 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 Texas

_____
Notary's Printed Name
My Commission Expires: _____

AI -58986 **12.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted For: Jaime Salazar

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of closing documents as it relates to Parcel 18A of the J-09 Project and authority for Chairman of the Board to execute.

BACKGROUND

Fiscal Impact

Attachments

Closing Documents

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Lora Briones Started On: 03/16/2017 09:00 AM

Final Approval Date: 03/17/2017

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐FHA 2. ☐FmHA 3. ☐Conv Unins 4. ☐VA 5. ☐Conv Ins. 6. ☐Seller Finance	6. File Number **141979**	7. Loan Number	8. Mortgage Ins 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.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Hidalgo County Drainage District No. 1 **902 N. Doolittle Road** **Edinburg, TX 78539**	**Jose Daniel Ayala and Senaida Ayala,** **6012 Dreamer Road** **Edinburg, TX 78541**	,

G. Property Location	H. Settlement Agent Name	
Bentsen Groves Addition F, Lot 16, 0.138 ac, Hidalgo County **County Road 4102** **Parcel 18A** **Edinburg, TX 78541**	**Valley Land Title Co.** **6013 N. 10th Street** **McAllen, TX 78504 Tax ID: 20-4064406**	
	Place of Settlement **Valley Land Title Company** **217 W. Cano** **Edinburg, TX 78539**	I. Settlement Date **2/14/2017** Fund:

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	**$5,500.00**	401. Contract Sales Price	**$5,500.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$844.00**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$6,344.00**	**420. Gross Amount Due to Seller**	**$5,500.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
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. Loan Amount 2nd Lien		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 property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
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 To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$6,344.00**	601. Gross Amount due to seller (line 420)	**$5,500.00**
302. Less amounts paid by/for borrower (line 220)	**$0.00**	602. Less reductions in amt. due seller (line 520)	**$0.00**
303. Cash From Borrower	**$6,344.00**	**603. Cash To Seller**	**$5,500.00**

L. Settlement Charges				
700. Total Sales/Broker's Commission based on price	**$5,500.00**	**@ % =**	**$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				**$0.00** / **$0.00**
704. The following persons, firms or	to			
705. corporation s received a portion	to			
706. of the real estate commission amount	to			
707. shown above:	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from **2/14/2017** to **3/1/2017** @ **$0**/day				
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. City property taxes	months @	per month		
1004. County property taxes	months @	per month		
1005. Annual assessments	months @	per month		
1006. School property taxes	months @	per month		
1007. Water District taxes	months @	per month		
1008. HOA Dues	months @	per month		
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to **L.G. "Jerry" Canales**			**$200.00**
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:)				
1108. Title insurance	to **Valley Land Title Company**			**$238.00**
(includes above items numbers:)				
1109. Lender's coverage	**$0.00/$0.00** .			
1110. Owner's coverage	**$5,500.00/$238.00**			
1111. Escrow fee	to **Valley Land Title Company**			**$300.00**
1112. State Guaranty Fee	to **Valley Land Title Company-Guaranty Fee Escrow Account**			**$3.00**
1113. Tax Service Fee	to **Hidalgo County Property Tax Service**			**$55.00**
1114.	to			
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed **$48.00** ; Mortgage ; Rel	to **Valley Land Title Company**		**$48.00**
1202. City/county tax/stamps	Deed ; Mortgage	to		
1203. State tax/stamps	Deed ; Mortgage	to		
1204.	to			
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				**$844.00**

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTUTITE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) 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 INSTRUCTIONS

If this real estate was your principal 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).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

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 completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

Jose Daniel Ayala

Jose Daniel Ayala

Senaida Ayala

Senaida Ayala

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused 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.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: February 14, 2017

TO: **SELLER: SENAIDA AYALA AND HUSBAND JOSE DANIEL AYALA**

BUYER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

FROM: **VALLEY LAND TITLE CO.**

PROPERTY: **A 0.138 (5,981.54 square feet) acre tract of land, more or less, out of a 3.160-acre tract of land out of Lot 16, BENTSEN GROVES SUBDIVISION "F", as recorded in Vol. 12, Pg. 34, Map Records, Hidalgo County, Texas. Said 3.160-acre tract of land is vested to Senaida Ayala and Jose Daniel Ayala, by virtue of a General Warranty Gift Deed dated January 9, 2012, recorded under Document No. 2270960, Official Records, Hidalgo County, Texas. Said 0.138 (5,981.54 square feet) acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

This is to give you notice that VALLEY LAND TITLE CO. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE CO. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE CO. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE CO. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge $55.00 for the first tax account and $20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE CO. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS $10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE CO. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I __X__ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE ____ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE CO. PRIOR TO CLOSING.

SELLER:

Senaida Ayala
SENAIDA AYALA

Jose Daniel Ayala
JOSE DANIEL AYALA

BORROWER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
RAMON GARCIA, Chairman of the Board

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: SENAIDA AYALA AND JOSE DANIEL AYALA

FIELD NOTES FOR PARCEL – 18A

Being a 0.138 (5,981.54 square feet) acre tract of land, more or less, out of a 3.160-acre tract of land out of Lot 16, Bentsen Groves Subdivision "F", as recorded in Vol. 12, Pg. 34, Map Records, Hidalgo County, Texas. Said 3.160-acre tract of land is vested to Senaida Ayala and Jose Daniel Ayala, by virtue of a General Warranty Gift Deed dated January 9, 2012, recorded under Document No. 2270960, Official Records, Hidalgo County, Texas. Said 0.138 (5,981.54 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of said Lot 16, Bentsen Groves Subdivision "F", Hidalgo County, Texas, as recorded in Vol. 12, Pg. 34 Map Records, with grid coordinates of X= 1064296.5878 and Y=16658545.8317, **THENCE,** N 81°27' 45" W, with the north line of said Lot 16 a distance of 30.00 feet pass the west Right-of-Way line of Wallace Rd, continuing a distance of 1,014.38 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the northeast corner of said tract herein described and the **POINT OF BEGINNING.** All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

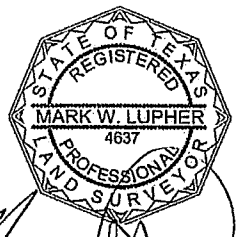
THENCE, S 08° 32' 15" W, parallel with the east line of said Lot 16, a distance of 20.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the southeast corner of said tract herein described

THENCE, N 81°27' 45" W, parallel with the north line of said Lot 16, a distance of 303.19 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the west line of said Lot 16 for the southwest corner of said tract herein described;

THENCE, in a Northeasterly direction, with a curve to the left, thru a delta angle of 02° 24'30", a tangent of 10.78 feet, a radius of 513.00 feet, an arc length of 21.56 feet, a chord length of 21.56 feet, a chord bearing of N 30° 28' 48" E to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the northwest corner said Lot 16 and of said tract herein described;

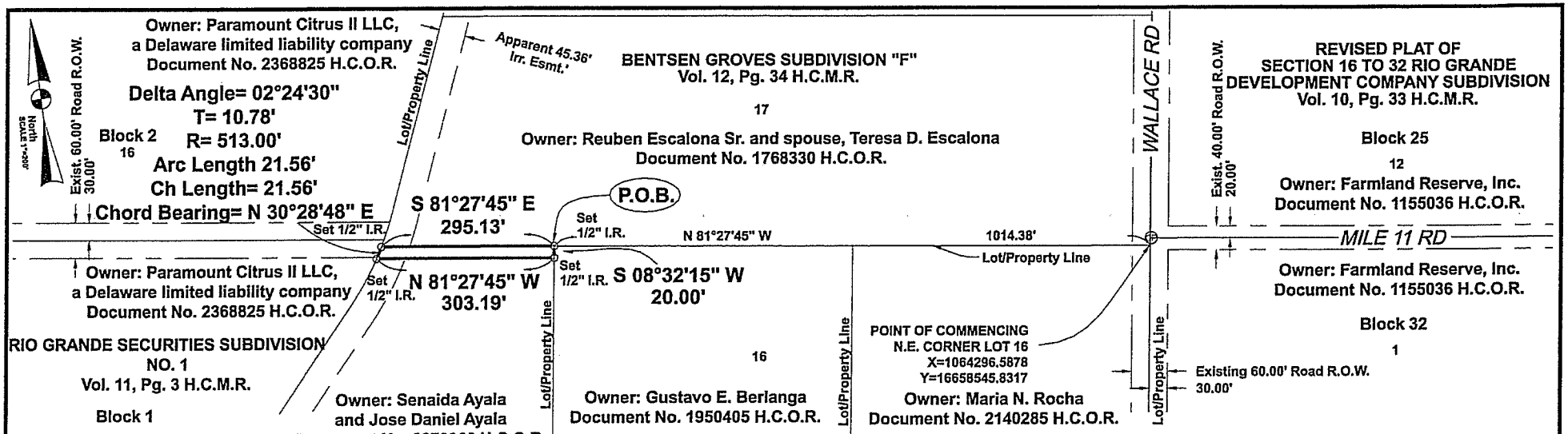
THENCE, S 81°27' 45" E, with the north line of said Lot 16, a distance of 295.13 feet to the **POINT OF BEGINNING** and containing 0.138 (5,981.54 square feet) acres of land, more or less, of which 0.022 of an acre of land lies in an apparent irrigation easement and leaving a **PROPOSED NET TAKING** of 0.116 acres of land, more or less.

A plat of same date accompanies this Field Note Description



Mark W. Lupher – R.P.L.S. # 4637

Date: 4.1.14



Legend

Parcel 18A

Total Acreage: 3.160 ac.
To be Acquired: 0.138 ac.
Exist. Road R.O.W.: NONE
Apparent Irr. Esmt.: 0.022 ac.
Proposed Net Taking: 0.116 ac.
Remainder: 3.022 ac.

- Exist. fence line
- Exist. water line
- Exist. telephone line
- Exist. iron rod
- Exist. cotton picker spindle
- Exist. irrigation valve
- Exist. gas line
- Exist. irrigation line

Document:

OWNER: Senaida Ayala and Jose Daniel Anaya by virtue of a General Warranty Gift Deed dated January 9, 2012, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Document No. 2270960, Official Records, Hidalgo County, Texas.

DESCRIPTION: A tract of land out of Lot 16, Bentsen Groves Subdivision "F" , Hidalgo County, Texas, according to the map thereof recorded in Volume 12, Page 34, Map Records, Hidalgo County, Texas.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER - R.P.L.S. # 4637

DATE: 4.1.14

SURVEY PLAT
OF PARCEL 18A
BEING A 0.138-ACRE TRACT OF LAND
OUT OF LOT 16
BENTSEN GROVES SUBDIVISION "F"
HIDALGO COUNTY, TEXAS,
VOLUME 12, PAGE 34, H.C.M.R.

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI
TBPE F-1640

NO PRORATION AGREEMENT

WHEREAS, **SENAIDA AYALA AND HUSBAND, JOSE DANIEL AYALA**, hereinafter referred to as **SELLER** has this day sold to **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter referred to as **PURCHASER**, the following described property, to-wit:

A 0.138 (5,981.54 square feet) acre tract of land, more or less, out of a 3.160-acre tract of land out of Lot 16, BENTSEN GROVES SUBDIVISION "F", as recorded in Vol. 12, Pg. 34, Map Records, Hidalgo County, Texas. Said 3.160-acre tract of land is vested to Senaida Ayala and Jose Daniel Ayala, by virtue of a General Warranty Gift Deed dated January 9, 2012, recorded under Document No. 2270960, Official Records, Hidalgo County, Texas. Said 0.138 (5,981.54 square feet) acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SELLER and **PURCHASER** acknowledge that taxes will not be prorated through the date of closing and **SELLER** shall be fully and solely responsible for taxes for the year 2016 through the date of closing.

EXECUTED at Edinburg, Texas, this 14th day of February, 2017.

SELLER

SENAIDA AYALA

JOSE DANIEL AYALA

BUYER

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

RAMON GARCIA, Chairman of the Board

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: SENAIDA AYALA AND JOSE DANIEL AYALA

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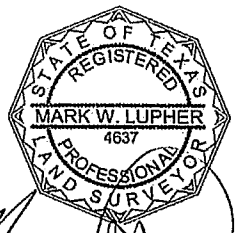
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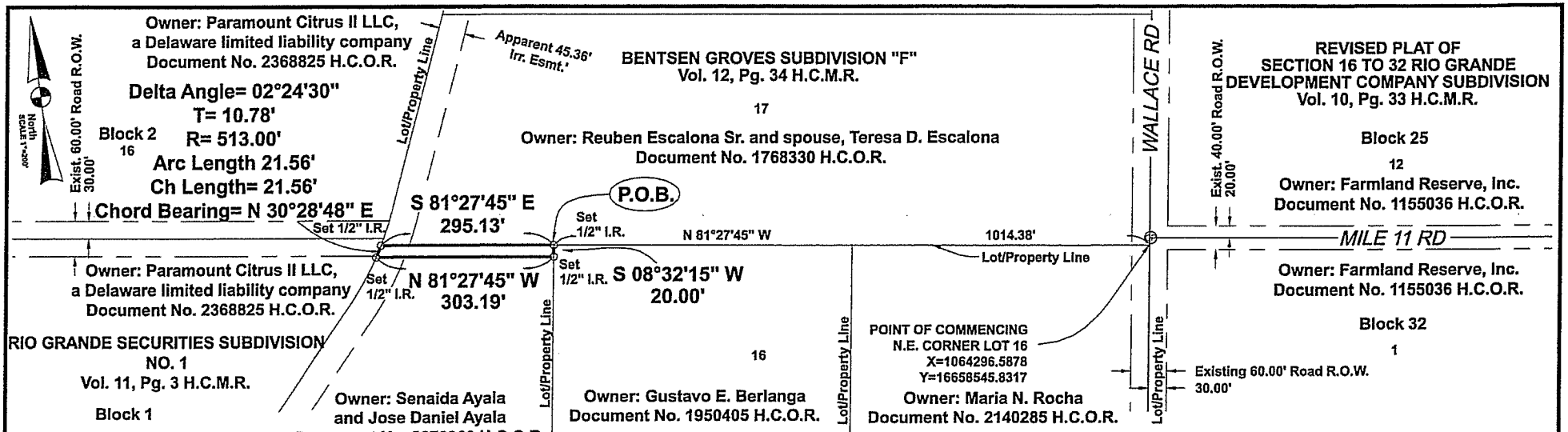
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A plat of same date accompanies this Field Note Description



Mark W. Lupher – R.P.L.S. # 4637

Date: 4.1.14



Legend

Parcel 18A

Total Acreage: 3.160 ac.
To be Acquired: 0.138 ac.
Exist. Road R.O.W.: NONE
Apparent Irr. Esmt.: 0.022 ac.
Proposed Net Taking: 0.116 ac.
Remainder: 3.022 ac.

- Exist. fence line
- Exist. water line
- Exist. telephone line
- Exist. iron rod
- Exist. cotton picker spindle
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- Exist. gas line
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Notes:
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2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER - R.P.L.S. # 4637

DATE: 4.1.14

SURVEY PLAT
OF PARCEL 18A
BEING A 0.138-ACRE TRACT OF LAND
OUT OF LOT 16
BENTSEN GROVES SUBDIVISION "F"
HIDALGO COUNTY, TEXAS,
VOLUME 12, PAGE 34, H.C.M.R.

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI
TBPE F-1640

L. G. "JERRY" CANALES

ATTORNEY AT LAW
6013 N. 10th Street, McAllen, Texas 78504
(956) 687-7763

ATTORNEY REPRESENTATION AND FEE LETTER

The legal documents needed for this closing have been prepared by the law office of L.G. 'JERRY' CANALES. The legal fees for preparation of the documents are based on the customary fees charged for document preparation in similar transactions. Mr. Canales has undertaken to prepare documents only, and has not in any way undertaken to assist or advise the seller or buyer about this transaction or the documents executed in connection with it.

All documents were prepared by Mr. Canales based on information provided to him by third parties (e.g. the earnest money contract, title commitment and loan closing instructions), and he has not made any independent effort to verify this information.

Mr. Canales may have prepared the legal documents for both seller and buyer and may also have given legal advice to Valley Land Title Company concerning this transaction. Under the strict rules which lawyers must follow to avoid conflicts of interest, he has determined that he would be able to prepare the documents in such a case.

We agree to pay the fees charged by Mr. Canales for document preparation as shown on the closing statement and acknowledge that we have been given the opportunity to have our own attorney review the documentation.

GRANTOR:

_____
SENAIDA AYALA

_____
JOSE DANIEL AYALA

GRANTEE:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
RAMON GARCIA, Chairman of the Board

Date: February 14, 2017
GF#141979

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: **141979**

TO: **VALLEY LAND TITLE CO.**

AGENT FOR: **CHICAGO TITLE INSURANCE COMPANY**

Gentlemen:

I/We, **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, has this day purchased from **SENAIDA AYALA AND HUSBAND JOSE DANIEL AYALA,** the following described property in Hidalgo County, Texas, to-wit:

A 0.138 (5,981.54 square feet) acre tract of land, more or less, out of a 3.160-acre tract of land out of Lot 16, BENTSEN GROVES SUBDIVISION "F", as recorded in Vol. 12, Pg. 34, Map Records, Hidalgo County, Texas. Said 3.160-acre tract of land is vested to Senaida Ayala and Jose Daniel Ayala, by virtue of a General Warranty Gift Deed dated January 9, 2012, recorded under Document No. 2270960, Official Records, Hidalgo County, Texas. Said 0.138 (5,981.54 square feet) acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on _____, 2017.

BUYER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
RAMON GARCIA, Chairman of the Board

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: SENAIDA AYALA AND JOSE DANIEL AYALA

FIELD NOTES FOR PARCEL – 18A

Being a 0.138 (5,981.54 square feet) acre tract of land, more or less, out of a 3.160-acre tract of land out of Lot 16, Bentsen Groves Subdivision "F", as recorded in Vol. 12, Pg. 34, Map Records, Hidalgo County, Texas. Said 3.160-acre tract of land is vested to Senaida Ayala and Jose Daniel Ayala, by virtue of a General Warranty Gift Deed dated January 9, 2012, recorded under Document No. 2270960, Official Records, Hidalgo County, Texas. Said 0.138 (5,981.54 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of said Lot 16, Bentsen Groves Subdivision "F", Hidalgo County, Texas, as recorded in Vol. 12, Pg. 34 Map Records, with grid coordinates of X= 1064296.5878 and Y=16658545.8317, **THENCE,** N 81°27' 45" W, with the north line of said Lot 16 a distance of 30.00 feet pass the west Right-of-Way line of Wallace Rd, continuing a distance of 1,014.38 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the northeast corner of said tract herein described and the **POINT OF BEGINNING.** All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

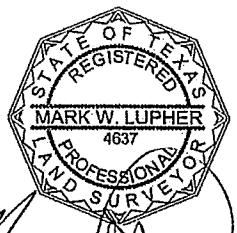
THENCE, S 08° 32' 15" W, parallel with the east line of said Lot 16, a distance of 20.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the southeast corner of said tract herein described

THENCE, N 81°27' 45" W, parallel with the north line of said Lot 16, a distance of 303.19 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the west line of said Lot 16 for the southwest corner of said tract herein described;

THENCE, in a Northeasterly direction, with a curve to the left, thru a delta angle of 02° 24'30", a tangent of 10.78 feet, a radius of 513.00 feet, an arc length of 21.56 feet, a chord length of 21.56 feet, a chord bearing of N 30° 28' 48" E to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the northwest corner said Lot 16 and of said tract herein described;

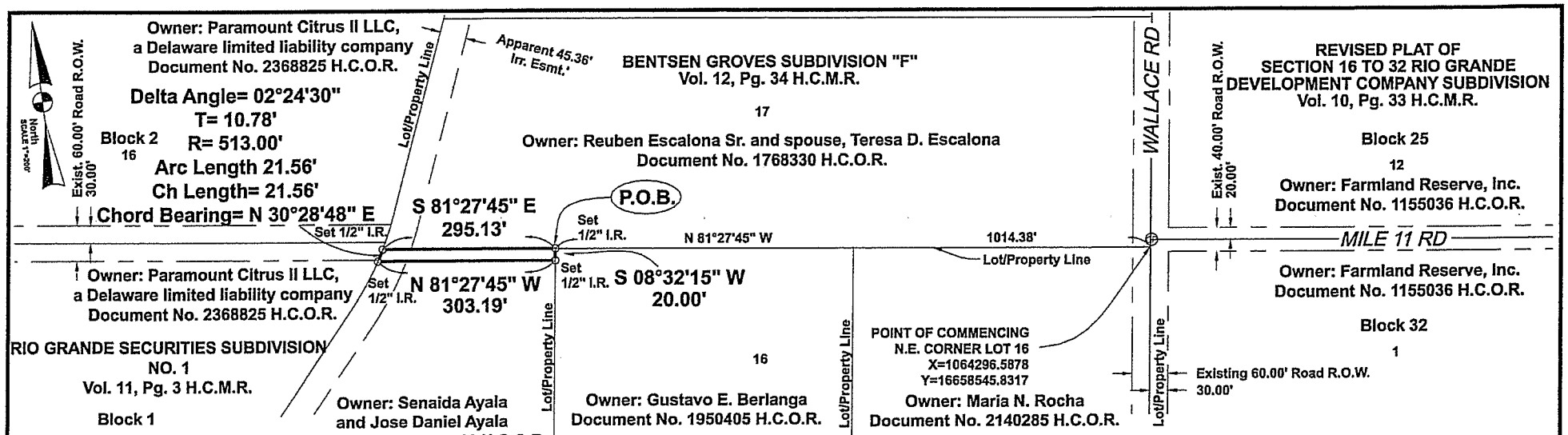
THENCE, S 81°27' 45" E, with the north line of said Lot 16, a distance of 295.13 feet to the **POINT OF BEGINNING** and containing 0.138 (5,981.54 square feet) acres of land, more or less, of which 0.022 of an acre of land lies in an apparent irrigation easement and leaving a **PROPOSED NET TAKING** of 0.116 acres of land, more or less.

A plat of same date accompanies this Field Note Description



Mark W. Lupher – R.P.L.S. # 4637

Date: 4.1.14



Legend

Parcel 18A

- Exist. fence line
- Exist. water line
- Exist. telephone line
- Exist. iron rod
- Exist. cotton picker spindle
- Exist. irrigation valve
- Exist. gas line
- Exist. irrigation line

Total Acreage: 3.160 ac.
To be Acquired: 0.138 ac.
Exist. Road R.O.W.: NONE
Apparent Irr. Esmt.: 0.022 ac.
Proposed Net Taking: 0.116 ac.
Remainder: 3.022 ac.

Document:

OWNER: Senaida Ayala and Jose Daniel Anaya by virtue of a General Warranty Gift Deed dated January 9, 2012, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Document No. 2270960, Official Records, Hidalgo County, Texas.

DESCRIPTION: A tract of land out of Lot 16, Bentsen Groves Subdivision "F" , Hidalgo County, Texas, according to the map thereof recorded in Volume 12, Page 34, Map Records, Hidalgo County, Texas.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER - R.P.L.S. # 4637

DATE: 4.1.14

SURVEY PLAT
OF PARCEL 18A
BEING A 0.138-ACRE TRACT OF LAND
OUT OF LOT 16
BENTSEN GROVES SUBDIVISION "F"
HIDALGO COUNTY, TEXAS,
VOLUME 12, PAGE 34, H.C.M.R.

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI
TBPE F-1640

NOTIFICATION OF TAXING AUTHORITIES

GF# 141979

RE: A 0.138 (5,981.54 square feet) acre tract of land, more or less, out of a 3.160-acre tract of land out of Lot 16, BENTSEN GROVES SUBDIVISION "F", as recorded in Vol. 12, Pg. 34, Map Records, Hidalgo County, Texas. Said 3.160-acre tract of land is vested to Senaida Ayala and Jose Daniel Ayala, by virtue of a General Warranty Gift Deed dated January 9, 2012, recorded under Document No. 2270960, Official Records, Hidalgo County, Texas. Said 0.138 (5,981.54 square feet) acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from the Hidalgo County Clerk's office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 S. Professional Drive
Edinburg, Texas 78539
www.HIDALGOAD.ORG

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on _____, 2017.

BUYER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
RAMON GARCIA, Chairman of the Board

Dated: February 14, 2017

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: SENAIDA AYALA AND JOSE DANIEL AYALA

FIELD NOTES FOR PARCEL – 18A

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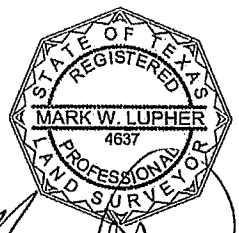
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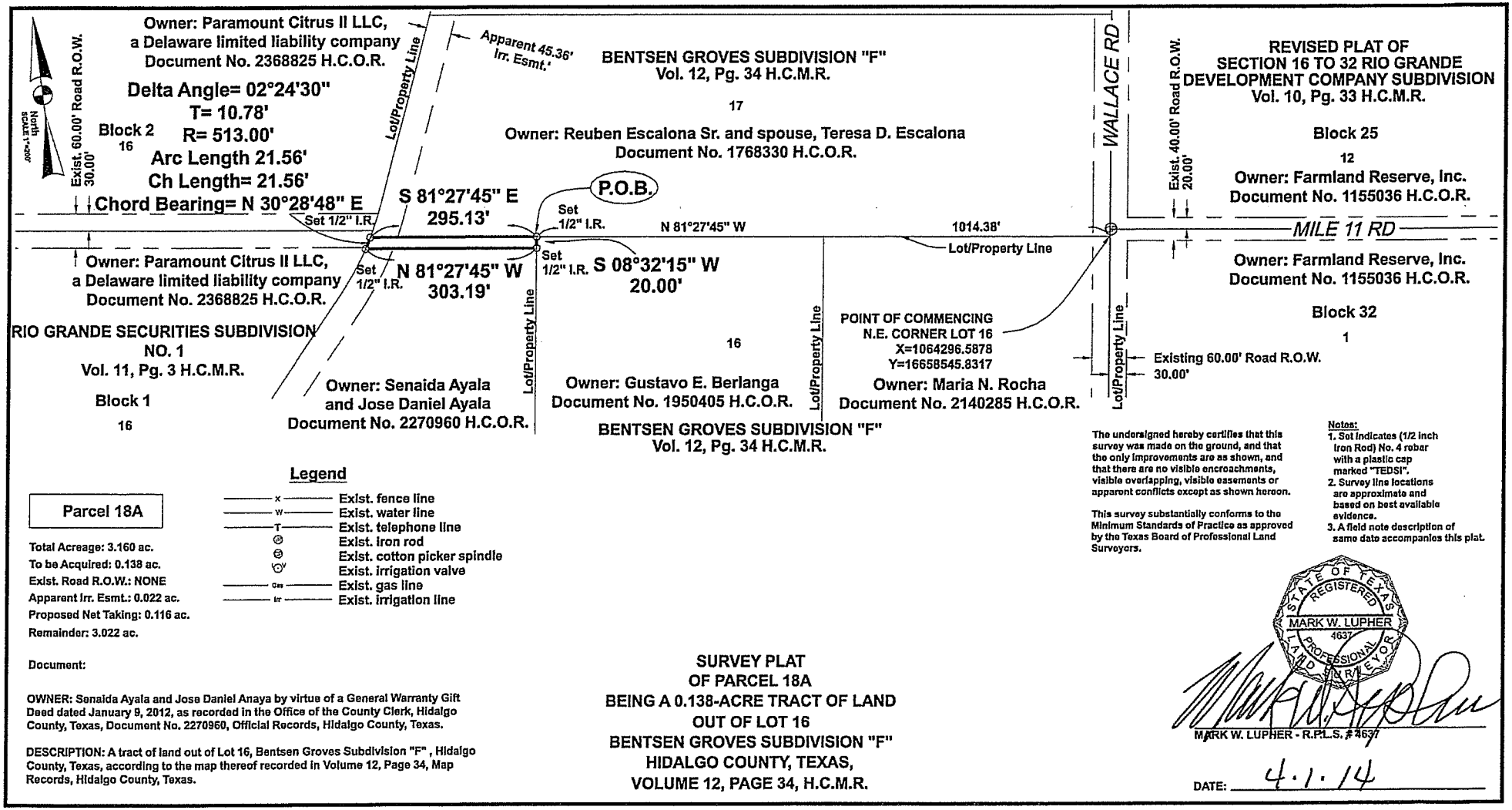
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A plat of same date accompanies this Field Note Description



Mark W. Lupher – R.P.L.S. # 4637

Date: 4.1.14



Legend

Parcel 18A

Total Acreage: 3.160 ac.
To be Acquired: 0.138 ac.
Exist. Road R.O.W.: NONE
Apparent Irr. Esmt.: 0.022 ac.
Proposed Net Taking: 0.116 ac.
Remainder: 3.022 ac.

- Exist. fence line
- Exist. water line
- Exist. telephone line
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SURVEY PLAT
OF PARCEL 18A
BEING A 0.138-ACRE TRACT OF LAND
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BENTSEN GROVES SUBDIVISION "F"
HIDALGO COUNTY, TEXAS,
VOLUME 12, PAGE 34, H.C.M.R.

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2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER - R.P.L.S. #4637

DATE: 4.1.14

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI
TBPE F-1640

AI -59014 **13.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to bring forward the available budget balances at December 31, 2016 for the District Capital Projects from the 2008 (Fund 132) and 2013 (Fund 133) Bond Series into the 2017 Budgets.

BACKGROUND

Fiscal Impact

Attachments

backup
backup
backup

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Lora Briones Started On: 03/16/2017 06:39 PM

Final Approval Date: 03/17/2017

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: _____

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account Number: East Lateral

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Salaries Full Time Employees	17-132-433-007-41130	$503,246.27
Drainage Ditch Construction	17-132-433-007-47330	$427,655.69
	TOTAL BUDGET INCREASE:	$930,901.96

REASON: _____

RS & SP

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account Number: Raymondville Drain

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-010-43340	$593,733.04
Contractual Services	17-132-433-010-43500	$1,656.82
ROW Acquired	17-132-433-010-47110	$154,333.90
	TOTAL BUDGET INCREASE:	$749,723.76

REASON: _____

RS by LB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-20-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account Number: Mission Inlet

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Heavy Equipment	17-132-433-020-47420	$195,940.57
	TOTAL BUDGET INCREASE:	$195,940.57

REASON: _____

RS by LB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-20-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: J-02 Monte Cristo Outfall

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-024-43340	$145,099.99
Contractual Services	17-132-433-024-43500	$96.30
ROW Acquired	17-132-433-024-47110	$46,731.11
	TOTAL BUDGET INCREASE:	$191,927.40

REASON: _____

_____

_____

RSky PE
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-17-2017
Department Head: Raul, E. Sesin, P.E., CFM
Department Name: Hidalgo County Drainage District No. 1
Account Number: La Villa

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-025-43340	$463,593.28
	TOTAL BUDGET INCREASE:	$463,593.28

REASON: _____

RS by LB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-20-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account Number: Penitas Drain Basin

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-026-43340	$1,004,505.00
Contractual Services	17-132-433-026-43500	$1,960.53
ROW Acquired	17-132-433-026-47110	$300.00
	TOTAL BUDGET INCREASE:	$1,006,765.53

REASON: _____

RS by JP
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-20-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account Number: Jackson Drain

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-028-43340	$18,746.23
ROW Acquired	17-132-433-028-47110	$79,272.53
	TOTAL BUDGET INCREASE:	$98,018.76

REASON: _____

RS by LB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-20-2017
Department Head: Raul, E. Sesin, P.E., CFM
Department Name: Hidalgo County Drainage District No. 1
Account Number: West Weslaco Outfall

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-029-43340	$66,528.00
	TOTAL BUDGET INCREASE:	$66,528.00

REASON: _____

_____

_____

RS by JB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-20-2017
Department Head: Raul, E. Sesin, P.E., CFM
Department Name: Hidalgo County Drainage District No. 1
Account Number: Laterals-Alamo Drain

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-030-43340	$188,157.00
Contractual Services	17-132-433-030-43500	$32.64
Drainage Ditches & Structures	17-132-433-030-47330	$1,345.80
	TOTAL BUDGET INCREASE:	$189,535.44

REASON: _____

BSbyLB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-20-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account Number: Laterals-Goodwin Dr.

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-031-43340	$130,108.29
	TOTAL BUDGET INCREASE:	$130,108.29

REASON: _____

RS by LB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: March 20, 2017
Department Head: Raul, E. Sesin, P.E., CFM
Department Name: Hidalgo County Drainage District No. 1
Account Number: Laterals-Linda Vista

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-032-43340	$24,788.61
	TOTAL BUDGET INCREASE:	$24,788.61

REASON: _____

RS LP

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: March 20, 2017
Department Head: Raul, E. Sesin, P.E., CFM
Department Name: Hidalgo County Drainage District No. 1
Account Number: Pharr-McAllen Drain

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-033-43340	$151,117.58
Contractural Services	17-132-433-033-43500	$161.49
Drainage Ditches & Structures	17-132-433-033-47330	$4,581.24
	TOTAL BUDGET INCREASE:	$155,860.31

REASON: _____

RS, LB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: March 20, 2017
Department Head: Raul, E. Sesin, P.E., CFM
Department Name: Hidalgo County Drainage District No. 1
Account Number: Detention Ponds

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Undistributed	17-132-433-034-48990	$168,157.95
	TOTAL BUDGET INCREASE:	$168,157.95

REASON: _____

_____

_____

RSL & JB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-20-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account Number: Construction Management

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-039-43340	$95,126.37
	TOTAL BUDGET INCREASE:	$95,126.37

REASON: _____

_____

_____

Rs by LB
_____
Department Head

_____
Board Of Directors

_____
DATE

_____
DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: _____

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account Number: SH68 TxDot

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-132-433-040-43340	$174,175.98
	TOTAL BUDGET INCREASE:	$174,175.98

REASON: _____

_____

_____

_____ _____

Department Head Board Of Directors

_____ _____

DATE DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-17

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Raymondville Drain	17-133-433-010	$2,205,990.00
	TOTAL BUDGET INCREASE:	$2,205,990.00 ✓

REASON: _____

RS By SP

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-17

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Mission Inlet	17-133-433-020	$6,192,460.20
	TOTAL BUDGET INCREASE:	$6,192,460.20 ✓

REASON: _____

RS by JP
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3/21/17

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
J-09 Drain System	17-133-433-300	$1,394,211.86
	TOTAL BUDGET INCREASE:	$1,394,211.86 ✓

REASON: _____

Raul E. Sesin, P.E., CFM
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-17

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
PSJA Lateral	17-133-433-305	$1,683,450.00 ✓
	TOTAL BUDGET INCREASE:	$1,683,450.00 ✓

REASON: _____

RE by SP

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-17

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Jackson Drain Culvert Imp.	17-133-433-310	$1,000,000.00
	TOTAL BUDGET INCREASE:	$1,000,000.00

REASON: _____

RS by SD

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3.21.17

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
South Pharr/McAllen Lateral	17-133-433-315	$1,000,000.00 ✓
	TOTAL BUDGET INCREASE:	$1,000,000.00 ✓

REASON: _____

Rs by SB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-17

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Alamo/Epwy Drain	17-133-433-320	$627,668.88
	TOTAL BUDGET INCREASE:	$627,668.88

REASON: _____

RS by BB

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-17

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
South Floodwater Channel	17-133-433-325	$1,001,010.65
	TOTAL BUDGET INCREASE:	$1,001,010.65

REASON: _____

R S BB

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
East Donna Drain	17-133-433-330	$724,484.84
	TOTAL BUDGET INCREASE:	$724,484.84

REASON: _____

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Weslaco Drain Lateral	17-133-433-335	$869,659.72
	TOTAL BUDGET INCREASE:	$869,659.72

REASON: _____

RS by SH

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-17

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
South Mercedes Lateral	17-133-433-340	$868,214.04 ✓
	TOTAL BUDGET INCREASE:	$868,214.04 ✓

REASON: _____

RS for SP

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-17
Department Head: Raul, E. Sesin, P.E., CFM
Department Name: Hidalgo County Drainage District No. 1
Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Mercedes Lateral	17-133-433-345	$684,104.80
	TOTAL BUDGET INCREASE:	$684,104.80 ✓

REASON: _____

RS by JB
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Rado Drain ReRoute	17-133-433-350	($2,052.83)
	TOTAL BUDGET INCREASE:	($2,052.83) ✓

REASON: _____

RS by SP

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
System Acquisition	17-133-433-355	$1,040,124.21
	TOTAL BUDGET INCREASE:	$1,040,124.21 ✓

REASON: _____

RS by JP
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 2/21/2021

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Delta Area Watershed Dev.	17-133-433-360	$6,381,095.28
	TOTAL BUDGET INCREASE:	$6,381,095.28 ✓

REASON: _____

RS by SP
Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3/21/2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Weir System Rehabilitation	17-133-433-375	$2,306,155.23
	TOTAL BUDGET INCREASE:	$2,306,155.23

REASON: _____

RS

Department Head

Board Of Directors

DATE

DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-2017

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Contingencies	17-133-433-390	$3,734,166.00 ✓
		✓
	TOTAL BUDGET INCREASE:	$3,734,166.00 ✓

REASON: _____

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_____
Department Head

_____
Board Of Directors

_____
DATE

_____
DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: _____

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Rural Drainage Dev. Pct. 1	17-133-433-365-010	$1,431,856.17
Rural Drainage Dev. Pct. 2	17-133-433-365-020	$1,392,663.14
Rural Drainage Dev. Pct. 3	17-133-433-365-030	$1,070,224.60
Rural Drainage Dev. Pct. 4	17-133-433-365-040	$1,004,469.09
	TOTAL BUDGET INCREASE:	$4,899,213.00

REASON: _____

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_____

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Department Head Board Of Directors

_____ _____

DATE DATE

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: _____

Department Head: Raul, E. Sesin, P.E., CFM

Department Name: Hidalgo County Drainage District No. 1

Account: 2013 Bond Series

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Control Structures Pct. 1	17-133-433-370-010	$23,594.92
Control Structures Pct. 2	17-133-433-370-020	$258,034.82
Control Structures Pct. 3	17-133-433-370-030	$113,041.62
Control Structures Pct. 4	17-133-433-370-040	$150,840.85
	TOTAL BUDGET INCREASE:	$196,640.67

REASON: _____

_____

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_____
Department Head

_____
Board Of Directors

_____
DATE

_____
DATE

AI -59033 **14.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Budget Amendment in the amount of $110,080.31 in the District's General Fund to fund the carry over of purchase orders at December 31, 2016 in the District M & O department.

BACKGROUND

Fiscal Impact

Attachments

bud amend

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Lora Briones Started On: 03/17/2017 01:35 PM

Final Approval Date: 03/17/2017

Budget Amendment

Hidalgo County Drainage District No. 1

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

Date: 3-21-2017
Department Head: Raul, E. Sesin, P.E., CFM
Department Name: Hidalgo County Drainage District No. 1
Account: 006- M&O

Subject: In Accordance with Water Code, Chapter 49 Hidalgo County Drainage District No. 1 BOARD OF DIRECTORS I would like to request the following amendments (increase) to my departement budget in accordance with Water Code, Chapter 49

ACCOUNT (OBJECT) NAME	INCREASE OBJECT NUMBER	AMOUNT
Engineering & Architectural	17-110-433-006-43340	$42,824.85
Other Professional Services	17-110-433-006-43390	$18,500.00
Building Repairs & Maint.	17-110-433-006-44310	$3,155.00
Equipment R&M Service	17-110-433-006-44320	$8,247.90
Structure Repair & Maint. Supplies	17-110-433-006-44390	$996.00
Equipment & Vehicle Rentals	17-110-433-006-44420	$7,287.25
Registration Fees	17-110-433-006-45840	$664.65
Clothing and Uniforms	17-110-433-006-46050	$3,332.28
Agriculture & Landscaping Supplies	17-110-433-006-46090	$2,372.42
Equip. Repairs & Maint. Supplies	17-110-433-006-46720	$1,992.04
Other Repairs & Maint. Supplies	17-110-433-006-46790	$426.29
Lubricants	17-110-433-006-46830	$994.64
Drainage Ditches & Structures	17-110-433-006-47330	$19,286.99
	TOTAL BUDGET INCREASE:	$110,080.31

REASON: Budget Amendment for Purchase Orders from 2016 that are carryied over to 2017.

Raul Sesin / RS by SomB.
Department Head

110
Board Of Directors

3/20/2017
DATE

DATE

AI -59012 **15.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

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, Halff Associates, Inc., for: Hidalgo County Drainage District No. 1 -"Maintenance Building Electrical Upgrade" -RFB No. HCDD1-17-018-04-12, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	03-25-17 and 04-01-17
2	Pre-Bid Conference	04/03/17 @ 3:00 PM
3	**Bid Openings**	04/12/17 @ 9:30 AM

Fiscal Impact

Attachments

Bid Packet-Front End Documents

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Moises Salazar Started On: 03/16/2017 05:03 PM

Final Approval Date: 03/17/2017

Hidalgo County Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

March 27, 2017

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids:" MAINTENANCE BUILDING ELECTRICAL UPGRADE"
RFB No: HCDD1-17-018-04-12

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

"MAINTENANCE BUILDING ELECTRICAL UPGRADE"

RFB No: HCDD1-17-018-04-12

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

"MAINTENANCE BUILDING ELECTRICAL UPGRADE"

RFB No: HCDD1-17-018-04-12

BID OPENING DATE:

April 12, 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- "MAINTENANCE BUILDING ELECTRICAL UPGRADE"** 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.: HCDD1-17-018-04-12- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "MAINTENANCE BUILDING ELECTRICAL UPGRADE"** 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, April 12, 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.: HCDD1-17-018-04-12 "MAINTENANCE BUILDING ELECTRICAL UPGRADE"**

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

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

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

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

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

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

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

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

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

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

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

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

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

15. DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **HIDALGO COUNTY DRAINAGE DISTRICT NO.1- "MAINTENANCE BUILDING ELECTRICAL UPGRADE"**
  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, 3:00 P.M.	**April 03 , 2017**
Bid Opening, 9:30 A.M.	**April 12 , 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. HCDD1-17-018-04-12) 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

“MAINTENANCE BUILDING ELECTRICAL UPGRADE”

BID NO.: HCDD1-17-018-04-12

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

"MAINTENANCE BUILDING ELECTRICAL UPGRADE"

RFB No: HCDD1-17-018-04-12

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 Form / 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

_____ Addendum Acknowledgement for issued addenda (if any).

_____ One (1) Original, One (1) Copy containing a complete response (including Bid Form and any other requested form(s)).

AI -59023 **16.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted For: Jaime Salazar, DRAINAGE DISTRICT

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval to purchase One (1) New Dynapac CA1500PD Padfoot Roller through the Hidalgo County Drainage District No. 1 membership/participation with BuyBoard's awarded vendor, Doggett Machinery Services (Contract #515-16) in the total amount of $114,710.20 including one Push Blade as optional equipment and 3 yr/3500hrs Extended Warranty.

B. Pursuant to the Board's approval to purchase the One (1) New Dynapac CA1500PD Padfoot, requesting to declare surplus with the purpose of trade in: One (1) Hypac C852B Padfoot Roller (Asset # 41902) in the amount of $14,000.00 including the removal of said assets from inventory upon completion of transaction.

BACKGROUND

New Dynapac CA1500PD Padfoot Roller....$95,860.20
Optional Equipment: Push Blade.....$18,850.00

TOTAL PURCHASE:.....$114,710.20

CODES to declare property surplus for the purpose of Trade In:
Water Code Sec. 62.122 & Local Government Codes 263.151 (2)(A) & 263.152.(a) (2)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

DD #1 funds

Attachments

Quote from Doggett

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/17/2017 03:43 PM
Ivan Cantu	Ivan Cantu	03/17/2017 04:24 PM
Final Approval	Monica Badillo	03/17/2017 05:05 PM
Form Started By: Moises Salazar		Started On: 03/17/2017 11:43 AM
Final Approval Date: 03/17/2017		

JOGGETT

2-27-17

Hidalgo County Drainage Dist # 1
902 N. Doolittle
Edinburg,Tx 78539
Attn: Jaime Salazar

We are pleased to quote the following for your consideration:

1 New Dynpac CA1500PD Padfoot Roller

Deutz Final Tier 4 Diesel Engine 75Hp
66" Drum Width
Electrical Controlled Parking Brake
Neutral Start Switch
Electronic Throttle Control
Rops
Rear Axle Limited Slip

Sales Price:	$ 159,767.00
Buyboard Discount: Contract # 515-16 -40%	$ - 63,906.80
Price :	$ 95,860.20
Hypac C852B Padfoot Roller S/N# 109B18802301 Trade-in	$ - 14,000.00
Price	$ 81,860.20
Option : Push Blade	$ 18,850.00

~~Basic Warranty 1 Years / 1500 Hrs Plus 3 Years /3500 Hrs Extended Warranty~~

Thank you for the opportunity to quote John Deere machinery.

Sincerely,

Andy Ramos
Territory Sales Manager

JOHN DEERE

Moises Salazar

From: Steve Fisher <Steve.Fisher@tasb.org>
Sent: Tuesday, March 14, 2017 3:55 PM
To: 'moises.salazar@hcdd1.org'
Cc: Connie Burkett
Subject: FW: BuyBoard Contract Pricing Verification -Purchase of a Roller from DOGGETT
Attachments: Quote from Doggett.pdf

Moises,
The quote from Doggett is compliant with RFP 515-16. Confirmed with AtlasCapco that Doggett is an authorized dealer and they are in the process of updating their dealer listing. Please forward a copy of your PO once you have it issued.

If you have any questions, please let me know.
Thanks

Steve Fisher
Director of Cooperative Services
Phone: 800-695-2919
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Moises Salazar [mailto:moises.salazar@hcdd1.org]
Sent: Tuesday, March 14, 2017 1:14 PM
To: Connie Burkett <Connie.Burkett@tasb.org>
Cc: BuyBoard Info <Info@buyboard.com>
Subject: BuyBoard Contract Pricing Verification -Purchase of a Roller from DOGGETT

Hello Ms. Connie,
This is to follow up in the request for contract compliance confirmation from BuyBoard. We are looking into placing this purchase for approval at our Board Meeting this coming Tuesday.

Appreciate your help.

Thank you.

Moises Salazar
Procurement Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5802
Fax:(956)292-7088
moises.salazar@hcdd1.org

Whomsoever it may concern

Apr 04-2016

Doggett Machinery Services is the authorized Atlas Copco Road Construction Equipment Dealer, Region 1, 2, 3,4,5,6 and 7 in the state of Texas.

Approved Product line for Sales and Service:

Dealer	Soil Roller	Small Asphalt Roller	Large Asphalt Roller	Pavers	Planers
Doggett Machinery Services	Yes	Yes	Yes	Yes	Yes

Signature: ___AD_____

Arnold Dmello
VP Logistics and Business Process

Date : ___Apr,6 2016_____

Atlas Copco Construction Equipment

Mining, Rock Excavation and Construction LLC
3700 East 68th Avenue
Commerce City, CO 80022
USA

Toll Free (800) 732-6762
Fax (303) 288-8828
www.atlascopco.us

BuyBoard - Soil Rollers

Atlas Copco

Model	Part #	Roller Configuration	Engine	2017 Buy Board List Price	2017 Buy Board Discount	2017 Buy Board Member Price
CA 1300D, Single Speed	4812 1414 95	54" Single-drum, smooth, 5.3 Ton ROPS	Kubota T4f	$ 111,235	40%	$ 66,741
CA 1300PD, Single Speed	4812 1415 11	54" Single-drum, padded, 5.8 Ton ROPS	Kubota T4f	$ 119,078	40%	$ 71,447
CA 1300 Blade Option Only	4812 1422 71	Blade Option installed	N/A	$ 33,380	40%	$ 20,028
CA 1300 Pad Shell Kit	4812 1180 47	Shell Kit Option	N/A	$ 16,864	40%	$ 10,118
CA 1400D, Dual Speed	4812 1424 14	66" Single-drum, smooth, 7 Ton ROPS	Kubota T4f	$ 134,920	40%	$ 80,952
CA1400PD, Dual Speed	4812 1424 16	66" Single-drum, padded, 7 Ton ROPS	Kubota T4f	$ 145,388	40%	$ 87,233
CA 1400 Blade Option Only	4812 1424 83	Blade Option installed	N/A	$ 34,677	40%	$ 20,806
CA 1400 Pad Shell Kit	4812 1181 23	Shell Kit Option	N/A	$ 20,839	40%	$ 12,503
CA 1500D w/ Traction Control	4812 1424 19	66" Single-drum, smooth, 8 Ton ROPS	Deutz T4f	$ 148,263	40%	$ 88,958
CA 1500D w/ Anti Spin, Cab	4812 1414 25	66" Single-drum, smooth, 8 Ton Comf cab	Deutz T4f	$ 181,883	40%	$ 109,130
CA 1500PD w/ Traction Control	4812 1424 21	66" Single-drum, padded, 8.5 Ton ROPS	Deutz T4f	$ 159,767	40%	$ 95,860
CA 1500PD w/Anti Spin, Cab	4812 1416 18	66" Single-drum, padded, 8.5 Ton Comf Cab	Deutz T4f	$ 193,367	40%	$ 116,020
CA 1500 Blade Option Only	4812 1418 29	Blade Option installed	N/A	$ 34,677	40%	$ 20,806
CA 1500 Pad Shell Kit	4812 1181 23	Shell Kit Option	N/A	$ 20,839	40%	$ 12,503
CA 2500D 4.5 w/Traction Control	4812 1424 27	84" Single-drum smooth, 12 Ton, 130 hp ROPS	Cummins T4f	$ 184,300	40%	$ 110,580
CA 2500D 4.5 w/ Anti Spin, Cab	4812 1424 24	84" Single-drum smooth, 12 Ton, 130 hp Comf Cab	Cummins T4f	$ 217,832	40%	$ 130,699
CA 2500PD 4.5 w/Traction Control	4812 1424 31	84" Single-drum, padded, 12 Ton, 130 hp ROPS	Cummins T4f	$ 196,602	40%	$ 117,961
CA 2500 Blade Option Only	4812 1415 70	Blade Option installed	N/A	$ 36,161	40%	$ 21,697
CA 2500 Pad Shell Kit	4812 1175 50	Shell Kit Option	N/A	$ 26,683	40%	$ 16,010
CA 3500D w/ Anti Spin, ROPS	4812 1423 69	84" Single-drum, smooth, 13 Ton ROPS	Cummin T4f	$ 215,999	40%	$ 129,599
CA 3500D w/ Anti Spin, Cab	4812 1423 68	84" Single-drum, smooth, 13 Ton Comf Cab	Cummin T4f	$ 244,251	40%	$ 146,551
CA 3500PD w/ Anti Spin	4812 1423 74	84" Single-drum, padded, 13 Ton ROPS	Cummin T4f	$ 227,765	40%	$ 136,659
CA 3500PD w/Anti Spin, Cab	4812 1423 73	84" Single-drum, padded, 13 Ton Comf Cab	Cummin T4f	$ 255,953	40%	$ 153,572
CA 3600D	4812 1408 11	84" Single-drum, smooth, 13.5 Ton ROPS	Deutz T4f	$ 267,337	40%	$ 160,402
CA 3600PD	4812 1408 35	84" Single-drum, padded, 13.5 Ton ROPS	Deutz T4f	$ 278,049	40%	$ 166,829
CA 4000D	4812 1408 62	84" Single-drum, smooth, 15 Ton ROPS	Cummin T4f	$ 269,454	40%	$ 161,672
CA 4000PD	4812 1408 91	84" Single-drum, padded, 15 Ton ROPS	Cummin T4f	$ 282,231	40%	$ 169,339
CA 5000D	4812 1409 72	84" Single-drum, smooth, 17 Ton ROPS	Deutz T4f	$ 313,891	40%	$ 188,335
CA 5000PD	4812 1410 02	84" Single-drum, padded, 17 Ton ROPS	Deutz T4f	$ 328,574	40%	$ 197,144
CA 5500D	4812 1410 24	84" Single-drum, smooth, 19 Ton ROPS	Deutz T4f	$ 326,126	40%	$ 195,676
CA 5500PD	4812 1410 44	84" Single-drum, padded, 19 Ton ROPS	Deutz T4f	$ 340,810	40%	$ 204,486
CA 6000D	4812 1410 64	84" Single-drum, smooth, 21 Ton ROPS	Deutz T4f	$ 338,364	40%	$ 203,018
CA 6000PD	4812 1410 86	84" Single-drum, padded, 21Ton ROPS	Deutz T4f	$ 353,044	40%	$ 211,826
CA 6500D	4812 1411 06	84" Single-drum, smooth, 23 Ton ROPS	Deutz T4f	$ 350,597	40%	$ 210,358
CA 6500PD	4812 1411 25	84" Single-drum, padded, 23 Ton ROPS	Deutz T4f	$ 365,279	40%	$ 219,167
SR130D	4812 1417 60	54" Single-drum, smooth, 5.3 Ton ROPS, Chicago Pnuematic	Kubota T4f	$ 111,235	40%	$ 66,741
SR130PD	4812 1417 61	54" Single-drum, padded, 5.8 Ton ROPS, Chicago Pnuematic	Kubota T4f	$ 119,078	40%	$ 71,447
SR140D	4812 1424 79	66" Single-drum, smooth, 7 Ton ROPS, Chicago Pnuematic	Kubota T4f	$ 134,920	40%	$ 80,952
SR140PD	4812 1424 80	66" Single-drum, padded, 7 Ton ROPS, Chicago Pnuematic	Kubota T4f	$ 145,388	40%	$ 87,233
SR250D	4812 1427 05	84" Single-drum smooth, 12 Ton, 130 hp ROPS	Cummins T4f	$ 187,986	40%	$ 112,792
SR250PD	4812 1427 06	84" Single-drum, padded, 12 Ton, 130 hp ROPS	Cummins T4f	$ 200,534	40%	$ 120,320
APT1300D	4812 1421 64	54" Single-drum, smooth, 5.3 Ton ROPS, American Pnuematic	Kubota T4f	$ 111,235	40%	$ 66,741
APT1300PD	4812 1421 65	54" Single-drum, padded, 5.8 Ton ROPS, American Pnuematic	Kubota T4f	$ 119,078	40%	$ 71,447

Price effective 01/01/2017

Contact Product Manager Tim Hoffman 720-480-6519

Current BuyBoard Vendors

Phone: 800-695-2919
Fax: 800-211-5454

Cold Mix Asphalt 450-14

Expires: 5/31/2017

Waller County Asphalt

Construction, Road/Bridge, Ditching, Trenching, Utility and Other Equipment 515-16

Expires: 11/30/2019

Alvin Equipment Co.	American Material Handling	Anderson Machinery San Antonio
Argus Industrial, LLC	Atlas Copco	Bergkamp, Inc
Bobcat Company	Briggs Equipment	Brown Products, Inc.
BTE Body Company	C & O Equipment Company	Central Texas Equipment
Cimline Pavement Maintenance Group	Clifford Power Systems Inc	Closner Equipment Company, Inc.
Cooper Equipment Company	Crafco Texas, Inc.	E. H. Wachs
EKA	Equipment Depot	Falcon Road Maintenance Equipment
Four Seasons Equipment, Inc.	H & V Equipment Services, Inc.	Heil of Texas (Texan Waste Equipment Inc.)
Hlavinka Equipment Company	Holt Texas Ltd.	Hotsy Carlson Equipment
John Deere Construction Retail Sales	Kinloch Equipment and Supply, Inc.	Kirby-Smith Machinery
Kubota Tractor Corporation	Landmark Equipment, Inc.	Longhorn Inc.
McCourt & Sons Equipment, Inc.	New Holland Construction	Nueces Power Equipment
One Source Equipment, LP [MWBE]	Paladin Attachments	Powerscreen Texas, Inc.
RDO Equipment Company	Romco Equipment Company	Sakai America, Inc.
Sunbelt Industrial Trucks	Texas First Rentals	Texas Municipal Equipment, LLC
Texas Truck A/C Inc [MWBE]	Total Patcher	TYMCO, Inc.
Vermeer Texas - Louisiana, Inc.	Waukesha Pearce Industries, Inc.	Wirtgen America, Inc.
Xylem Dewatering Solutions (Godwin Pumps)	Zimmerer Kubota & Equipment Inc.	

Rental Services for Construction, Other Equipment, & Vehicle Rentals 489-15

Expires: 5/31/2018

Anderson Machinery San Antonio	CLM Equipment Co., Inc.	Cooper Equipment Company
Hlavinka Equipment Company	Holt Texas Ltd.	McCourt & Sons Equipment, Inc.
Niece Equipment	Nueces Power Equipment	PV Rentals
RDO Equipment Company	Vermeer Texas - Louisiana, Inc.	Waukesha Pearce Industries, Inc.

Dynapac CA1500PD

Single drum vibratory rollers



Technical data

Masses	
Operating mass (incl. ROPS)	15,500 lbs
Operating mass (incl. Cab)	15,900 lbs
Module mass (front/rear)	7,750/7,750 lbs
Max. operating mass	18,700 lbs

Propulsion	
Speed range	0-7.5 mph
Tire size (8 ply)	14.9 x 24 TL
Theor. gradeability	55 %
Vertical oscillation	±9°

Compaction	
Static linear load	117 lbs/in
Nominal amplitude (high/low)	0.071 in/0.031 in
Vibration frequency (high/low amplitude)	1,920 vpm/2,160 vpm
Centrifugal force (high/low amplitude)	29,900 lb/16,190 lb

Engine	
Manufacturer/Model	Deutz TD3.6 (IIIB/T4)
Type	Water cooled turbo diesel
Rated power, ISO 14396	75 hp @ 2200 rpm
Fuel tank capacity	50 gal

Hydraulic system	
Driving	Hydrostatic
Vibration	Hydrostatic
Steering	Hydrostatic
Service brake	Hydrostatic in forward and reverse lever.
Parking/Emergency brake	Failsafe multidisc brake in drum gear box and in rear axle.

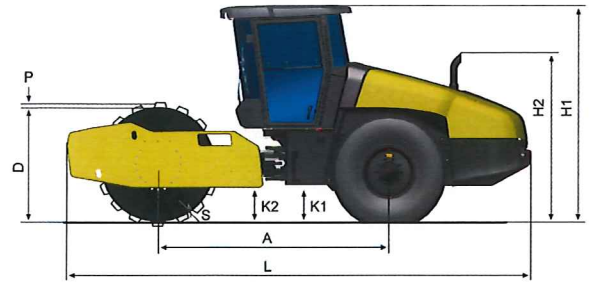
Find us locally at www.atlascopco.com

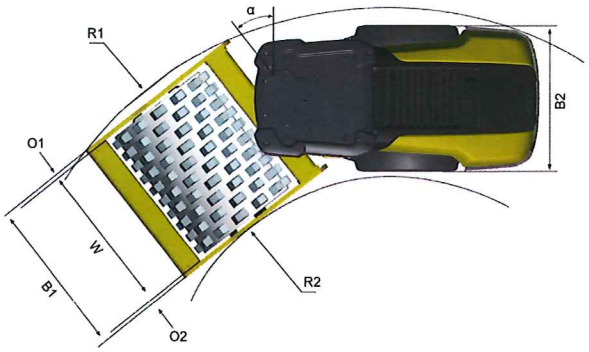
We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, all informations are supplied without liability.

Dynapac CA1500PD

Single drum vibratory rollers

Technical data





Dimensions	
A. Wheelbase	106 in
B1. Width, front	73 in
B2. Width, rear	67 in
D. Drum diameter	48 in
H. Height, with ROPS/cab	107 in
K1. Ground clearance	13 in
K2. Curb clearance	14 in
L. Length	207.87 in
O1. Overhang, right	4 in
O2. Overhang, left	4 in
P. Pad height	4 in
R1. Turning radius, outside	16 ft
R2. Turning radius, inside	10 ft
S. Drum shell thickness	0.87 in
W. Drum width	66 in
α. Steering angle	±38°

Standard equipment

- 24V outlet socket, operator's platform
- Automatic vibration control
- Back up alarm
- Brake release
- Cross Mounted Engine
- Combi cooler with Hydraulicly driven fan
- Display: Engine temp, Fuel level, Hydr. temp, Speedometer, Tachometer, Voltage
- Dual speed drum drive motor
- Emergency stop
- Filler cap inside lockable hood
- Hydraulic checkpoints
- Parking brake
- Shock mounted platform
- Steering wheel, adjustable
- Suspension seat, sviwelling
- Storage Compartment
- Vandal cover
- Warning lights: Air cleaner, Brake, Clogged hyd. fluid filter, Engine oil pressure/temp, Hyd oil temp, Low charge, Low fuel
- 1m X 1m Visibility
- Zero spill oil & coolant change

Find us locally at www.atlascopco.com

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, all informations are supplied without liability.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Atlas Copco[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

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Browse Contracts

Additional Resources

Vendor Contract Information

Back

Vendor Name:	Atlas Copco
Address:	3700 East 68th Ave. Commerce City, CO 80022
Phone Number:	(720) 480-6519
Email:	tim.hoffman@us.atlascopco.com
Website:	http://www.dynapac.com
Federal ID:	22-2444981
Contact:	Tim Hoffman
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	Yes
Contract Name:	Construction, Road/Bridge, Ditching, Trenching, Utility and Other Equipment
Contract Description:	Air compressors; articulated trucks; conveyors; generators; construction, asphalt, street, t care, & trenching equipment; trommel screen/compost; compactors/rollers; street sweepe waste handling; paint striping; forklifts; service/repair
Contract#:	515-16
Effective Date:	12/01/2016
Expiration Date:	11/30/2019
Payment Terms:	Net 30 days
Delivery Days:	90
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	BuyBoard's EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) included in the Vendor response document, and can be found in the Vendor Proposal Fil near the bottom of the page.
Quote Reference Number:	515-16
Return Policy:	See return policy and warranty information
Additional Dealers:	See Additional Dealers/Distributors for dealer list.

Contract Documents

EDGAR Notice:	Click to view EDGAR Notice
Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Proposal Files:	Click to view Vendor Proposal Files Documents
Additional Dealers/Distributors:	Click to view Vendor Additional Dealers/Distributors Documents

AI -59047 **17.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted For: Claudette Guerrero Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds
Budget: 365-Rural Drainage Development Pct.1

A. Approval of Application for Payment No.1 in the amount of $318,958.34 from RDH Site and Concrete, LLC pertaining to Construction Contract No. C-HCDD1-16-031B-08-09 -Mile 6 West & Mile 14 N. Area Drainage Improvement Project.

Project Engineer: Jorge Gonzalez, P.E.-Hidalgo County Drainage District No. 1
PO#630331-17

BACKGROUND

Fiscal Impact

Attachments

RDH-PMT#1-MILE 6 WEST

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Claudette Guerrero Started On: 03/17/2017 03:14 PM

Final Approval Date: 03/17/2017

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: 3/9/2017

Engineer/Firm Name: RDH Site & Concrete, LLC

Project Name/Number: Mile 6 W & Mile 14 N Area Drain Imp. Project

Invoice No.: PAY APPLICATION NO. 1

Invoice Date: 3/9/2017

Due Date: 4/9/2017

Purchase Order No.: 630331-17

Amount: $318,958.34

Total # of Pages Submitted: 31

Attachments: ☐ CD ☐ USB ☐ Plans Other: _____

Engineering: ☑ **Construction:** ☐

Received By: ROSA ARCE

Forwarded to:

Nora D. Cavazos _____ **Date:** _____

Esther Layton _____ **Date:** _____

Claudette Guerrero _____ **Date:** _____

Jose N. Saldivar _____ **Date:** _____

Lora Briones _____ **Date:** _____

Additional Comments: _____

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

Revised 07/2016

PO#630331

HIDALGO COUNTY DRAINAGE DISTRICT #1
MAR 9
MAR 21 2017

APPLICATION FOR PAYMENT NO.1

PROCESSED: 1:30
BY: Ince.

To: HIDALGO COUNTY DRAINAGE DISTRICT NO.1 (OWNER)
From: RDH SITE AND CONCRETE, LLC (CONTRACTOR)
Contract: C-HCDD1-16-031B-08-09
Project: HIDALGO COUNTY PCT NO.1-- MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT
Owner's Contract No. C-HCDD1-16-031B-08-09 Engineer's Project No. C-HCDD1-16-031B-08-09
For Work accomplished through the date of: 3/3/2017

1. Original Contract Price:			$ 343,525.00
2. Net change by Change Order and Written Agreements(+or-):			$ 20,117.16
3. Current Contract Price (1 plus 2):			$ 363,642.16
4. Total completed and stored to date:			$ 354,398.16
5. Retainage (per Agreement):			
10% of completed Work:	$	35,439.82	
of stored material	$	-	
Total Retainage:			$ 35,439.82
6. Total completed and stored to date less retainage (4 minus 5)			$ 318,958.34
7. Less previous Application for Payments:			$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)			**$ 318,958.34**

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 1 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 3/9/17

RDH SITE AND CONCRETE, LLC
CONTRACTOR

By: _____

State of TX
County of Hidalgo
Subscribed and sworn to before me this 9th day of March 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 _____

_____
ENGINEER

By: _____

Exhibit E-C



Estimate Quantity Update Worksheet

Date: 3/9/2017

Colonia: El Obispado Subdivision
Roadway:
Control:
Project No.: C-HCDD1-16-031B-08-09
County: HIDALGO COUNTY
Est. No: 1
Work Type: PAVING IMPROVEMENTS
Limits

Contractor: RDH SITE AND CONCRETE,LLC
Contract Price: $ 343,525.00
Control:
Project No.: C-HCDD1-16-031B-08-09

Date Began: 3-Dec-16
Contract Time: 60
Time Changed: 119
% Time Used: 98%

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																							
	ALTERNATE #7																							
1	2" HMAC TYPE D	SY	19,630	$ 8.50	$ 166,855.00	$ 166,855.00	19,630	19,630	-			-	-	-	-	-	-	-	-	-	-	-	-	$ -
2	PRIME COAT (MC-30)	SY	19,630	$ 0.50	$ 9,815.00	$ 9,815.00	19,630	19,630	-			-	-	-	-	-	-	-	-	-	-	-	-	$ -
	ALTERNATE #9				$ 176,670.00	$ 176,670.00																		
1	Excavate, Remove, and Work Exhisting Road Section and Replace Road Section to Achieve Proposed Base	SY	19,630	$ 4.00	$ 78,520.00	$ 78,520.00	19,630	19,630	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
	ALTERNATE #10				$ 78,520.00	$ 78,520.00																		
1	Subgrade Stabilization With 3% Lime By Weight	SY	19,630	$ 4.50	$ 88,335.00	$ 88,335.00	19,630	19,630	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
	Change Order #1				$ 88,335.00	$ 88,335.00																		
1	Traffic Cotrol Plan	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
2	Erosion Control	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
3	4' Valley Gutter	LF	200	$ 20.00	$ 4,000.00	$ 4,000.00	200	200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
4	24" Thermoplastic Stop Bar	EA	3	$ 500.00	$ 1,500.00	$ -	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ 1,500.00
	Change Order #2				$ 15,500.00	$ 14,000.00																		$ 1,500.00
1	2" HMAC TYPE D (Alt 7 item 1)	SY	1,468	$ (2.13)	$ (3,126.84)	$ (3,126.84)	1,468	1,468	-			-	-	-	-	-	-	-	-	-	-	-	-	$ -
1	2" HMAC TYPE D (Alt 7 item 1)	SY	226	$ 8.50	$ 1,921.00	$ -	0	0	-			-	-	-	-	-	-	-	-	-	-	-	-	$ 1,921.00
2	PRIME COAT (MC-30) (Alt 7 item 2)	SY	226	$ 0.50	$ 113.00	$ -	0	0	-			-	-	-	-	-	-	-	-	-	-	-	-	$ 113.00
3	6' Valley Gutter	SY	57	$ 30.00	$ 1,710.00	$ -	0	0	-			-	-	-	-	-	-	-	-	-	-	-	-	$ 1,710.00
4	Traffic Control	LS	1	$ 1,000.00	$ 1,000.00	$ -	0	0	-			-	-	-	-	-	-	-	-	-	-	-	-	$ 1,000.00
5	Curb and Gutter (Base Bid Item 15)	LF	150	$ 20.00	$ 3,000.00	$ -	0	0	-			-	-	-	-	-	-	-	-	-	-	-	-	$ 3,000.00
					$ 4,617.16	$ (3,126.84)																		$ 7,744.00
	Total:				363,642.16	$ 354,398.16			-					-			-			-			-	
	TOTALS + ALTERNATE NO. 1-9-10 & CO 1 & 2 :				363,642.16	354,398.16			-															$ 9,244.00

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

RIGHT-OF-WAY (904):	$	-	
Roadway (905):	$	354,398.16	
Drainage (906):	$	-	
Total to Date	**$**	**354,398.16**	

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

Date: _____

RDH Site and Concrete,LLC Contractor Name

3-Dec-16 Starting Date

11-Mar-17 Project Ending Date

10% Retainage Percent

Application No. 1

Application Date: 9-Mar-17

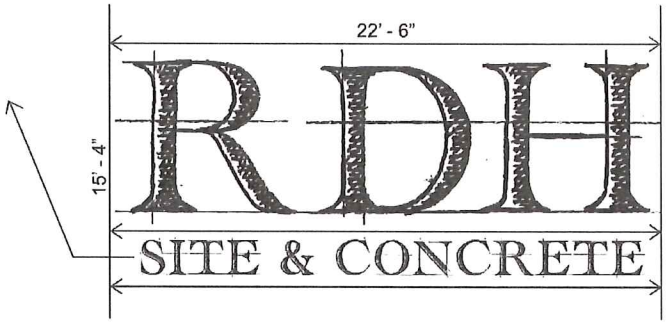
Period To: 3-Mar-17

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)	$ 343,525.00	$ 15,500.00	$ 4,617.16	$ -	$ 354,398.16	$ -	$ -	$ -	$ 354,398.16	$ 9,244.00	$ 35,439.82	$ 318,958.34	$ -	$ 318,958.34
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	**$ 343,525.00**	**$ 15,500.00**	**$ 4,617.16**	**$ -**	**$ 354,398.16**	**$ -**	**$ -**	**$ -**	**$ 354,398.16**	**$ 9,244.00**	**$ 35,439.82**	**$ 318,958.34**	**$ -**	**$ 318,958.34**

Exhibit E-E



March 06, 2017

RE: HIDALGO COUNTY DRAINAGE DISTRICT NO.1
Hidalgo County Pct. 1-Mile 6 West & Mile 14 North Area Drainage Improvements Project
C-HCDD1-16-031B-08-09

The Following is the list of suppliers used in the above-mentioned project as per the County request:

Upper Valley Materials
7301 W. Expressway 83 Mission, Texas 78577 956-432-0600

RDH Site and Concrete, LLC does not hire any subcontractors, all work performed is completed by our firm.

If you have any questions, please call me (956)502-5426

Best Regards;

Dianaly De Hoyos, General Manager

Contract Time Statement

Pay Request: 1 Contractor: RDH SITE & CONCRETE, LLC.

Project No.: C-HCDD1-16-0318-09-09 City: WESLACO Date: 03/06/17

Time Computed From: 12/03/16 Date Work Completed: 03/02/17

Month	Date or Days	Working Days	Days Credited	Description
DECEMBER	3-15	0	13	NO WORK PERFORMED
DECEMBER	16-18	0	3	NO WORK PERFORMED
DECEMBER	19-22	4	4	PAVING IMPROVEMENTS PERFORMED
DECEMBER	23-25	0	3	NO WORK PERFORMED
DECEMBER	26-27	2	2	PAVING IMPROVEMENTS PERFORMED
DECEMBER	28	0	1	NO WORK PERFORMED
DECEMBER	29-30	2	2	PAVING IMPROVEMENTS PERFORMED
DECEMBER	31	0	1	NO WORK PERFORMED
JANUARY	1	0	1	NO WORK PERFORMED
JANUARY	2	1	1	PAVING IMPROVEMENTS PERFORMED
JANUARY	3	0	1	NO WORK PERFORMED
JANUARY	4-6	3	2	PAVING IMPROVEMENTS PERFORMED
JANUARY	7-8	0	2	NO WORK PERFORMED
JANUARY	9-13	5	5	PAVING IMPROVEMENTS PERFORMED
JANUARY	14-15	0	2	NO WORK PERFORMED
JANUARY	16-20	5	5	PAVING IMPROVEMENTS PERFORMED
JANUARY	21-22	0	2	NO WORK PERFORMED
JANUARY	23-27	5	5	PAVING IMPROVEMENTS PERFORMED
JANUARY	28-29	0	2	NO WORK PERFORMED
JANUARY	30-31	2	2	PAVING IMPROVEMENTS PERFORMED
FEBRUARY	1-2	2	2	PAVING IMPROVEMENTS PERFORMED
FEBRUARY	3-5	0	3	NO WORK PERFORMED
FEBRUARY	6-10	5	5	PAVING IMPROVEMENTS PERFORMED
FEBRUARY	11-12	0	2	NO WORK PERFORMED
FEBRUARY	13-17	5	5	PAVING IMPROVEMENTS PERFORMED
FEBRUARY	18-19	0	2	NO WORK PERFORMED
FEBRUARY	20-24	5	5	PAVING IMPROVEMENTS PERFORMED
FEBRUARY	25-26	0	2	NO WORK PERFORMED
FEBRUARY	27-28	2	2	PAVING IMPROVEMENTS PERFORMED
MARCH	1-2	2	2	PAVING IMPROVEMENTS PERFORMED
Totals				

No. of Contract Calendar Days: 104 No. of Calendar Days Charged To Date: 89

Assessed Liquidated Damages: No. Days _____ Per Day $_____ Total $ _____

Certified As Correct (One Copy Has Been Given To The Contractor) _____

Project Engineer

Instructions: Project Identification should cover contract. Time credited and reasons therefore must conform to provisions of contract. No Holiday credit allowed for days preceding or following legal holidays. Time Suspended and resumed must be supported by copy each of letters to contractor dated on or before effective dates. Time extension must be indicated and referenced to related provision of contract.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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

U.S. Wage and Hour Division

Rev. Dec. 2008

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

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐: RDH SITE & CONCRETE, LLS

ADDRESS: 3809 Clavel St. Suite D, Palmview, Tx. 78572

PAYROLL NO.: 01

FOR WEEK ENDING: 12/08/2016

PROJECT AND LOCATION: Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project

PROJECT OR CONTRACT NO.: C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F	S	S	M	T	W	T	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
					03	04	05	06	07	08										
				HOURS WORKED EACH DAY																
Raul Aguirre - 9650		Motor Grader	o																	
			s									16.25								
Benito Rodriguez - 6737		Pipe Layer	o																	
			s									14.00								
Juan De La Cruz - 2063		Laborer Common	o																	
			s									9.86								
Juan Garza - 8953		Laborer Common	o																	
			s									9.86								
Jorge Herevia - 6596		Laborer Common	o																	
			s									9.86								
Jose M. De Hoyos - 0135		Motor Grader	o																	
			s									18.75								
Rogelio De Hoyos - 1363		Laborer Common	o																	
			s									18.75								
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date 12/08/2016

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 03 day of December, 2016, and ending the 08 day of December, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

No Work Performed

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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U.S. Wage and Hour Division

Rev. Dec. 2008

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

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
RDH SITE & CONCRETE, LLS	3809 Clavel St. Suite D Palmview, Tx. 78572	02	12/15/2016	Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project	C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 09	S 10	S 11	M 12	T 13	W 14	T 15 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Raul Aguirre - 9650		Motor Grader	o																	
			s									16.25								
Benito Rodriguez - 6737		Pipe Layer	o																	
			s									14.00								
Juan De La Cruz - 2063		Laborer Common	o																	
			s									9.86								
Juan Garza - 8953		Laborer Common	o																	
			s									9.86								
Jorge Herevia - 6596		Laborer Common	o																	
			s									9.86								
Jose M. De Hoyos - 0135		Motor Grader	o																	
			s									18.75								
Rogelio De Hoyos - 1363		Laborer Common	o																	
			s									18.75								
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date 12/15/2016

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the

_____ (Building or Work); that during the payroll period commencing on the

09 day of December, 2016, and ending the 15 day of December, 2016,

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

No Work Performed

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

RDH SITE & CONCRETE, LLS

ADDRESS 3809 Clavel St. Suite D
Palmview, Tx. 78572

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

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
03	12/22/2016	Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project	C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				F	S	S	M	T	W	T				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				16	17	18	19	20	21	22										
				HOURS WORKED EACH DAY																
Raul Aguirre - 9650		Motor Grader	o										$650.00							
			s				10.00	10.00	10.00	10.00	40.00	16.25								$650.00
Benito Rodriguez - 6737		Pipe Layer	o										$560.00							
			s				10.00	10.00	10.00	10.00	40.00	14.00		$85.68	$64.00				$149.68	$410.32
Juan De La Cruz - 2063		Laborer Common	o										$394.40							
			s				10.00	10.00	10.00	10.00	40.00	9.86		$58.91	$29.00				$87.91	$306.49
Juan Garza - 8953		Laborer Common	o										$394.40							
			s				10.00	10.00	10.00	10.00	40.00	9.86		$54.70	$7.00				$61.70	$332.70
Jorge Herevia - 6596		Laborer Common	o										$394.40							
			s				10.00	10.00	10.00	10.00	40.00	9.86		$55.08	$54.00				$109.08	$285.32
Jose M. De Hoyos - 0135		Motor Grader	o										$750.00							
			s				10.00	10.00	10.00	10.00	40.00	18.75								$750.00
Rogelio De Hoyos - 1363		Laborer Common	o										$750.00							
			s				10.00	10.00	10.00	10.00	40.00	18.75								$750.00
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date 12/22/2016

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 16 day of December, 2016, and ending the 22 day of December, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

RDH SITE & CONCRETE, LLS

ADDRESS 3809 Clavel St. Suite D, Palmview, Tx. 78572

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

PAYROLL NO. 04

FOR WEEK ENDING 12/29/2016

PROJECT AND LOCATION: Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project

PROJECT OR CONTRACT NO.: C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 23	S 24	S 25	M 26	T 27	W 28	T 29 HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Raul Aguirre - 9650		Motor Grader	o										$487.50							
			s				10.00	10.00		10.00	30.00	16.25								$487.50
Benito Rodriguez - 6737		Pipe Layer	o										$420.00							
			s				10.00	10.00		10.00	30.00	14.00								$420.00
Juan De La Cruz - 2063		Laborer Common	o										$295.80							
			s				10.00	10.00		10.00	30.00	9.86								$295.80
Juan Garza - 8953		Laborer Common	o										$295.80							
			s				10.00	10.00		10.00	30.00	9.86								$295.80
Jorge Herevia - 6596		Laborer Common	o										$295.80							
			s				10.00	10.00		10.00	30.00	9.86								$295.80
Jose M. De Hoyos - 0135		Motor Grader	o										$562.50							
			s				10.00	10.00		10.00	30.00	18.75								$562.50
Rogelio De Hoyos - 1363		Laborer Common	o										$562.50							
			s				10.00	10.00		10.00	30.00	18.75								$562.50
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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(over)

Date 12/29/2016

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 23 day of December, 2016, and ending the 29 day of December, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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U.S. Wage and Hour Division

Rev. Dec. 2008

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

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
RDH SITE & CONCRETE, LLS	3809 Clavel St. Suite D Palmview, Tx. 78572	05	01/05/2017	Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project	C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				F	S	S	M	T	W	T				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				30	31	01	02	03	04	05										
				HOURS WORKED EACH DAY																
Raul Aguirre - 9650		Motor Grader	O										$650.00	$29.00	$34.81				$63.81	$586.19
			S	10.00			10.00		10.00	10.00	40.00	16.25								
Benito Rodriguez - 6737		Pipe Layer	O										$560.00	$32.00	$42.84				$74.84	$485.16
			S	10.00			10.00		10.00	10.00	40.00	14.00								
Juan De La Cruz - 2063		Laborer Common	O										$394.40							$394.40
			S	10.00			10.00		10.00	10.00	40.00	9.86								
Juan Garza - 8953		Laborer Common	O										$394.40							$394.40
			S	10.00			10.00		10.00	10.00	40.00	9.86								
Jorge Herevia - 6596		Laborer Common	O										$394.40	$27.00	$27.54				$54.54	$339.86
			S	10.00			10.00		10.00	10.00	40.00	9.86								
Jose M. De Hoyos - 0135		Motor Grader	O										$750.00							$750.00
			S	10.00			10.00		10.00	10.00	40.00	18.75								
Rogelio De Hoyos - 1363		Laborer Common	O										$750.00							$750.00
			S	10.00			10.00		10.00	10.00	40.00	18.75								
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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(over)

Date 01/05/2016

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 30 day of December, 2016, and ending the 05 day of January, 2017, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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U.S. Wage and Hour Division

Rev. Dec. 2008

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

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
RDH SITE & CONCRETE, LLS	3809 Clavel St. Suite D Palmview, Tx. 78572	06	01/12/2017	Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project	C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				F	S	S	M	T	W	T				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				06	07	08	09	10	11	12										
				HOURS WORKED EACH DAY																
Raul Aguirre - 9650		Motor Grader	o										$601.25							$601.25
			s	7.00			8.00	8.00	7.00	7.00	37.00	16.25								
Benito Rodriguez - 6737		Pipe Layer	o										$518.00							$518.00
			s	7.00			8.00	8.00	7.00	7.00	37.00	14.00								
Juan De La Cruz - 2063		Laborer Common	o										$364.82							$364.82
			s	7.00			8.00	8.00	7.00	7.00	37.00	9.86								
Juan Garza - 8953		Laborer Common	o										$364.82							$364.82
			s	7.00			8.00	8.00	7.00	7.00	37.00	9.86								
Jorge Herevia - 6596		Laborer Common	o										$364.82							$364.82
			s	7.00			8.00	8.00	7.00	7.00	37.00	9.86								
Jose M. De Hoyos - 0135		Motor Grader	o										$693.75							$693.75
			s	7.00			8.00	8.00	7.00	7.00	37.00	18.75								
Rogelio De Hoyos - 1363		Laborer Common	o										$693.75							$693.75
			s	7.00			8.00	8.00	7.00	7.00	37.00	18.75								
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date 01/12/2016

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 06 day of January, 2017, and ending the 12 day of January, 2017, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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U.S. Wage and Hour Division
Rev. Dec. 2008

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

NAME OF CONTRACTOR ☑	OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
RDH SITE & CONCRETE, LLS		3809 Clavel St. Suite D Palmview, Tx. 78572	07	01/19/2017	Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project	C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 13	S 14	S 15	M 16	T 17	W 18	T 19 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Raul Aguirre - 9650		Motor Grader	o										$650.00							
			s	8.00			8.00	8.00	8.00	8.00	40.00	16.25								$650.00
Benito Rodriguez - 6737		Pipe Layer	o										$546.00							
			s	8.00			8.00	8.00	8.00	7.00	39.00	14.00		$30.00	$41.77				$71.77	$474.23
Juan De La Cruz - 2063		Laborer Common	o										$394.40							
			s	8.00			8.00	8.00	8.00	8.00	40.00	9.86								$394.40
Juan Garza - 8953		Laborer Common	o										$394.40							
			s	8.00			8.00	8.00	8.00	8.00	40.00	9.86								$394.40
Jorge Herevia - 6596		Laborer Common	o										$394.40							
			s	8.00			8.00	8.00	8.00	8.00	40.00	9.86		$33.00	$30.60				$63.60	$330.80
Jose M. De Hoyos - 0135		Motor Grader	o										$750.00							
			s	8.00			8.00	8.00	8.00	8.00	40.00	18.75								$750.00
Rogelio De Hoyos - 1363		Laborer Common	o										$750.00							
			s	8.00			8.00	8.00	8.00	8.00	40.00	18.75								$750.00
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date 01/19/2016

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 13 day of January, 2017, and ending the 19 day of January, 2017, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

RDH SITE & CONCRETE, LLS

ADDRESS 3809 Clavel St. Suite D, Palmview, Tx. 78572

PAYROLL NO. 08

FOR WEEK ENDING 01/26/2017

PROJECT AND LOCATION Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project

PROJECT OR CONTRACT NO. C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 20	S 21	S 22	M 23	T 24	W 25	T 26 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Raul Aguirre - 9650		Motor Grader	o										$650.00	$29.00	$34.81				$63.81	$586.19
			s	8.00			8.00	8.00	8.00	8.00	40.0(	16.25								
Benito Rodriguez - 6737		Pipe Layer	o										$560.00	$32.00	$42.84				$74.84	$485.16
			s	8.00			8.00	8.00	8.00	8.00	40.0(	14.00								
Juan De La Cruz - 2063		Laborer Common	o										$394.40	$11.00	$26.77				$37.77	$356.63
			s	8.00			8.00	8.00	8.00	8.00	40.0(	9.86								
Juan Garza - 8953		Laborer Common	o										$394.40		$24.86				$24.86	$369.54
			s	8.00			8.00	8.00	8.00	8.00	40.0(	9.86								
Jorge Herevia - 6596		Laborer Common	o										$394.40	$33.00	$30.60				$63.60	$330.80
			s	8.00			8.00	8.00	8.00	8.00	40.0(	9.86								
Jose M. De Hoyos - 0135		Motor Grader	o										$750.00							$750.00
			s	8.00			8.00	8.00	8.00	8.00	40.0(	18.75								
Rogelio De Hoyos - 1363		Laborer Common	o										$750.00							$750.00
			s	8.00			8.00	8.00	8.00	8.00	40.0(	18.75								
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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(over)

Date 01/26/2016

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 20 day of January, 2017, and ending the 26 day of January, 2017, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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U.S. Wage and Hour Division

Rev. Dec. 2008

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

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐: RDH SITE & CONCRETE, LLS

ADDRESS: 3809 Clavel St. Suite D, Palmview, Tx. 78572

PAYROLL NO.: 09

FOR WEEK ENDING: 02/02/2017

PROJECT AND LOCATION: Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project

PROJECT OR CONTRACT NO.: C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 27	S 28	S 29	M 30	T 31	W 01	T 02 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Raul Aguirre - 9650		Motor Grader	o										$585.00	$29.00	$34.81				$63.81	$521.19
			s	4.00			8.00	8.00	8.00	8.00	36.00	16.25								
Benito Rodriguez - 6737		Pipe Layer	o										$504.00	$26.00	$38.56				$64.56	$439.44
			s	4.00			8.00	8.00	8.00	8.00	36.00	14.00								
Juan De La Cruz - 2063		Laborer Common	o										$354.96	$11.00	$26.78				$37.78	$317.18
			s	4.00			8.00	8.00	8.00	8.00	36.00	9.86								
Juan Garza - 8953		Laborer Common	o										$354.96	$0.00	$24.86				$24.86	$330.10
			s	4.00			8.00	8.00	8.00	8.00	36.00	9.86								
Jorge Herevia - 6596		Laborer Common	o										$354.96	$33.00	$30.60				$63.60	$291.36
			s	4.00			8.00	8.00	8.00	8.00	36.00	9.86								
Jose M. De Hoyos - 0135		Motor Grader	o										$675.00							$675.00
			s	4.00			8.00	8.00	8.00	8.00	36.00	18.75								
Rogelio De Hoyos - 1363		Laborer Common	o										$675.00							$675.00
			s	4.00			8.00	8.00	8.00	8.00	36.00	18.75								
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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(over)

Date 02/02/2017

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 27 day of January, 2017, and ending the 02 day of February, 2017, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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U.S. Wage and Hour Division
Rev. Dec. 2008

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

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

RDH SITE & CONCRETE, LLS

ADDRESS 3809 Clavel St. Suite D, Palmview, Tx. 78572

PAYROLL NO. 10

FOR WEEK ENDING 02/09/2017

PROJECT AND LOCATION: Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project

PROJECT OR CONTRACT NO.: C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 03	S 04	S 05	M 06	T 07	W 08	T 09 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Raul Aguirre - 9650		Motor Grader	o										$650.00	$29.00	$34.81				$63.81	$586.19
			s				10.00	10.00	10.00	10.00	40.00	16.25								
Benito Rodriguez - 6737		Pipe Layer	o										$560.00	$32.00	$42.84				$74.84	$485.16
			s				10.00	10.00	10.00	10.00	40.00	14.00								
Juan De La Cruz - 2063		Laborer Common	o										$394.40	$21.00	$34.80				$55.80	$338.60
			s				10.00	10.00	10.00	10.00	40.00	9.86								
Juan Garza - 8953		Laborer Common	o										$394.40	$4.00	$27.35				$31.35	$363.05
			s				10.00	10.00	10.00	10.00	40.00	9.86								
Jorge Herevia - 6596		Laborer Common	o										$394.40	$27.00	$27.54				$54.54	$339.86
			s				10.00	10.00	10.00	10.00	40.00	9.86								
Jose M. De Hoyos - 0135		Motor Grader	o										$750.00							$750.00
			s				10.00	10.00	10.00	10.00	40.00	18.75								
Rogelio De Hoyos - 1363		Laborer Common	o										$750.00	$82.00	$50.02				$132.02	$617.98
			s				10.00	10.00	10.00	10.00	40.00	18.75								
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date 02/09/2017

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the

_____ (Building or Work); that during the payroll period commencing on the

03 day of Feburary, 2017, and ending the 09 day of February, 2017,

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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

U.S. Wage and Hour Division

Rev. Dec. 2008

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

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
RDH SITE & CONCRETE, LLS	3809 Clavel St. Suite D Palmview, Tx. 78572	11	02/16/2017	Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project	C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				F	S	S	M	T	W	T				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				10	11	12	13	14	15	16										
				HOURS WORKED EACH DAY																
Raul Aguirre - 9650		Motor Grader	o										$650.00	$29.00	$34.81				$63.81	$586.19
			s	8.00			8.00	8.00	8.00	8.00	40.0(	16.25								
Benito Rodriguez - 6737		Pipe Layer	o										$560.00	$32.00	$42.84				$74.84	$485.16
			s	8.00			8.00	8.00	8.00	8.00	40.0(	14.00								
Juan De La Cruz - 2063		Laborer Common	o										$394.40	$25.00	$37.49				$62.49	$331.91
			s	8.00			8.00	8.00	8.00	8.00	40.0(	9.86								
Juan Garza - 8953		Laborer Common	o										$394.40	$7.00	$29.84				$36.84	$357.56
			s	8.00			8.00	8.00	8.00	8.00	40.0(	9.86								
Jorge Herevia - 6596		Laborer Common	o										$394.40	$33.00	$30.60				$63.60	$330.80
			s	8.00			8.00	8.00	8.00	8.00	40.0(	9.86								
Jose M. De Hoyos - 0135		Motor Grader	o										$750.00							$750.00
			s	8.00			8.00	8.00	8.00	8.00	40.0(	18.75								
Rogelio De Hoyos - 1363		Laborer Common	o										$750.00	$82.00	$50.02				$132.02	$617.98
			s	8.00			8.00	8.00	8.00	8.00	40.0(	18.75								
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date 02/16/2017

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the

_____ (Building or Work); that during the payroll period commencing on the

10 day of Feburary, 2017, and ending the 16 day of February, 2017,

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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U.S. Wage and Hour Division
Rev. Dec. 2008

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

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐: RDH SITE & CONCRETE, LLS

ADDRESS: 3809 Clavel St. Suite D, Palmview, Tx. 78572

PAYROLL NO.: 12

FOR WEEK ENDING: 02/23/2017

PROJECT AND LOCATION: Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project

PROJECT OR CONTRACT NO.: C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 17	S 18	S 19	M 20	T 21	W 22	T 23 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Raul Aguirre - 9650		Motor Grader	o										$650.00	$29.00	$34.81				$63.81	$586.19
			s	8.00			8.00	8.00	8.00	8.00	40.00	16.25								
Benito Rodriguez - 6737		Pipe Layer	o										$560.00	$32.00	$42.84				$74.84	$485.16
			s	8.00			8.00	8.00	8.00	8.00	40.00	14.00								
Juan De La Cruz - 2063		Laborer Common	o										$394.40	$25.00	$37.49				$62.49	$331.91
			s	8.00			8.00	8.00	8.00	8.00	40.00	9.86								
Juan Garza - 8953		Laborer Common	o										$394.40	$7.00	$29.84				$36.84	$357.56
			s	8.00			8.00	8.00	8.00	8.00	40.00	9.86								
Jorge Herevia - 6596		Laborer Common	o										$394.40	$33.00	$30.60				$63.60	$330.80
			s	8.00			8.00	8.00	8.00	8.00	40.00	9.86								
Jose M. De Hoyos - 0135		Motor Grader	o										$750.00							$750.00
			s	8.00			8.00	8.00	8.00	8.00	40.00	18.75								
Rogelio De Hoyos - 1363		Laborer Common	o										$750.00	$82.00	$50.02				$132.02	$617.98
			s	8.00			8.00	8.00	8.00	8.00	40.00	18.75								
			o																	
			s																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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(over)

Date 02/23/2017

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the

(Building or Work); that during the payroll period commencing on the

17 day of Feburary, 2017, and ending the 23 day of February, 2017,

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

RDH SITE & CONCRETE, LLS

ADDRESS 3809 Clavel St. Suite D, Palmview, Tx. 78572

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

PAYROLL NO. 13

FOR WEEK ENDING 03/02/2017

PROJECT AND LOCATION: Hidalgo County Pct.1 - Mile 6 West & Mile 14 North Area Drainage Improvements Project

PROJECT OR CONTRACT NO.: C-HCDD1-16-031B-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 24	S 25	S 26	M 27	T 28	W 01	T 02 (HOURS WORKED EACH DAY)	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Raul Aguirre - 9650		Motor Grader	o										$650.00	$29.00	$34.81				$63.81	$586.19
			s	8.00			8.00	8.00	8.00	8.00	40.00	16.25								
Benito Rodriguez - 6737		Pipe Layer	o										$560.00	$32.00	$42.84				$74.84	$485.16
			s	8.00			8.00	8.00	8.00	8.00	40.00	14.00								
Juan De La Cruz - 2063		Laborer Common	o										$394.40	$25.00	$37.49				$62.49	$331.91
			s	8.00			8.00	8.00	8.00	8.00	40.00	9.86								
Juan Garza - 8953		Laborer Common	o										$394.40	$7.00	$29.84				$36.84	$357.56
			s	8.00			8.00	8.00	8.00	8.00	40.00	9.86								
Jorge Herevia - 6596		Laborer Common	o										$394.40	$33.00	$30.60				$63.60	$330.80
			s	8.00			8.00	8.00	8.00	8.00	40.00	9.86								
Jose M. De Hoyos - 0135		Motor Grader	o										$750.00							$750.00
			s	8.00			8.00	8.00	8.00	8.00	40.00	18.75								
Rogelio De Hooyos - 1363		Laborer Common	o										$750.00	$82.00	$50.02				$132.02	$617.98
			s	8.00			8.00	8.00	8.00	8.00	40.00	18.75								
			o																	
			s																	

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Public Burden Statement

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(over)

Date 03/02/2017

I, Dianaly De Hoyos (Name of Signatory Party) General Manager (Title)

do hereby state:

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) on the

_____ (Building or Work); that during the payroll period commencing on the

24 day of Feburary, 2017, and ending the 02 day of March, 2017,

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

RDH SITE & CONCRETE, LLS (Contractor or Subcontractor) from the full

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

1099 - Employees

NAME AND TITLE	SIGNATURE
Dianaly De Hoyos, General Manager	

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

AI -59048 **18.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to issue payment on award of special commissioners pertaining to condemnation proceedings for Cause No. CCD-0359-F; Parcel No. 25-Pct.2-Fee Simple Right of Way Project.

B. Approval to issue payment for three (3) Special Commissioners fees related to Cause No. CCD-0359-F as noted on Item A above.

BACKGROUND

Fiscal Impact

Attachments

Cause No. CCD-0359-F-Pay Memo

CCD1-0359-F-Pay Memo Special Comm. Fee

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Claudette Guerrero Started On: 03/17/2017 03:22 PM

Final Approval Date: 03/17/2017

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES, Board Member
EDUARDO "EDDIE" CANTU, Board Member
RAMON GARCIA, Chairman of the Board
JOE M. FLORES, Board Member
JOSEPH PALACIOS, Board Member

PAY MEMO

To: **Hidalgo County Drainage District No. 1**
Raul E. Sesin, PE, CFM
Attn: Jaime Salazar

From: **Jaime Salinas**
Right of Way Agent

Date: **March 14, 2017**

Re: **Fee-Simple Right of Way Project**
J. Edgar Ruiz, and Juan Pena Parcel # 25
Cause No, CCD-0359-F

Mr. Sesin,

Attached please find a certified copy of the Award of Special Commissioners, signed by Judge Alberto Garcia on the above-mentioned condemnation case. Check should be made payable to Mr. Arturo Guajardo, Jr. County Clerk in the amount of $11,384.00 for delivery to Atlas Hall & Rodriguez, c/o Mr. Greg Kazen, Attorney-at-Law, 818 Pecan, McAllen, Texas 78501. These monies should be taken from Acct. #_____for Right of Way Acquisition on this project.

Should you have any questions, please feel free to call. (956) 787-1891 or Ext 2406

Respectfully,
Jaime Salinas

Approved: _____
Raul E. Sesin (General Manager)

Electronically Submitted
3/3/2017 4:20:59 PM
Hidalgo County Clerks Office
Accepted by: Valerie Ortega

CAUSE NO. CCD-0359-F

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE	§	CONDEMNATION PROCEEDINGS FILED
VS.	§	IN THE COUNTY COURT AT LAW NO. 6
J. EDGAR RUIZ and JUAN M. PENA	§	
AND	§	
MICHAEL W. CHANDLER, CHAMBERS SURVEYING AND MAPPING, FIRST NATIONAL BANK, MIDLAND FUNDING, L.L.C. and JD SEMI TRUCK SALES, INC. (AS LIENHOLDERS)	§	OF HIDALGO COUNTY, TEXAS

AWARD OF SPECIAL COMMISSIONERS

On the 3rd day of March, 2017, in the City of McAllen, Hidalgo County, Texas, the above-styled proceedings in Eminent Domain came on to be heard before the undersigned three disinterested freeholders of Hidalgo County, Texas, heretofore appointed as Special Commissioners by the Judge of the County Court at Law No. Six of Hidalgo County, Texas, to assess the damages caused by these proceedings; and came the Plaintiff, Hidalgo County Drainage District Number One, acting herein by and through the Commissioners' Court of said County; and Defendants. **J. EDGAR RUIZ AND JUAN M. PENA AND MICHAEL W. CHANDLER, CHAMBERS SURVEYING AND MAPPING, FIRST NATIONAL BANK, MIDLAND FUNDING, L.L.C. AND JD SEMI TRUCK SALES, INC. (AS LIENHOLDERS)**; and Plaintiff having announced ready, the Special Commissioners proceeded to hear evidence, and made the following findings:

I.

That on the 31st day of May, 2017, Hidalgo County Drainage District Number One, Plaintiff, filed Plaintiff's' First Statement in Action for Condemnation, with the Judge of the County Court at Law No. Six of Hidalgo County, Texas, wherein, upon the facts and for the purposes therein stated,

COUNTY COURT ★ COUNTY OF HIDALGO, TEXAS ★
Date: 3/1/17
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____ Deputy Clerk

Electronically Submitted
3/3/2017 4:20:59 PM
Hidalgo County Clerks Office
Accepted by: Valerie Ortega

Plaintiff sought judgment vesting fee simple to certain land, save and except all oil, gas and sulphur beneath said land, with no right remaining in the owners of said oil, gas and sulphur of ingress or egress to or from the surface of said land for the purpose of exploring, developing, drilling or mining of same, said land being situated in Hidalgo County, Texas and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for any and all purposes.

II.

That upon consideration of said written statement so filed by Plaintiff, the Judge of the County Court at Law No. Six of Hidalgo County, Texas, did on the 15th day of August, 2016, appoint Richard Garza, Michael D. Tuttle and Javier Morales, three disinterested freeholders of Hidalgo County, Texas, as Special Commissioners, to assess the damages caused by the taking of said property. Thereafter, said Special Commissioners duly qualified as such, each taking the oath prescribed by law, which oaths are on file with the papers in this cause.

III.

That after having so qualified, said Special Commissioners, by written notice, designated and appointed the 3rd day of March, 2017, at 2:00 p.m., as the date and time, and Atlas, Hall & Rodriguez, LLP, 818 Pecan, McAllen, Hidalgo County, Texas 78501, as the place for hearing said statement and parties, said date being the earliest practicable time and such place being in the county in which the land or a part thereof is situated. Said notice was issued on January 20, 2017, and Defendants were duly served with notice and notified in the manner provided by law of such hearing and the time and place thereof.

IV.

That on the 3rd day of March, 2017, said Special Commissioners did convene, and Plaintiff and Defendants appeared, in person, and announced ready for such hearing, and said Special

COUNTY COURT ★ COUNTY OF HIDALGO, TEXAS ★
Date: 3/10/17
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____ Deputy Clerk

Electronically Submitted
3/3/2017 4:20:59 PM
Hidalgo County Clerks Office
Accepted by: Valerie Ortega

Commissioners proceeded to hear evidence as to the damages which will be sustained by **J. EDGAR RUIZ AND JUAN M. PENA AND MICHAEL W. CHANDLER, CHAMBERS SURVEYING AND MAPPING, FIRST NATIONAL BANK, MIDLAND FUNDING, L.L.C. AND JD SEMI TRUCK SALES, INC. (AS LIENHOLDERS)**, by reason of the taking of said land, and after hearing and considering such evidence, said Special Commissioners did find and determine and accordingly assess damages to be paid by Hidalgo County Drainage District Number One, according to the rules of damages set forth in Section 21.042 of the Texas Property Code, as follows:

Damages for Taking: $ 11,384.10

Remainder Damages: $ 0.0

Total Damages: $ 11,384.10

The costs of this proceeding are adjudged against Plaintiff.

RENDERED this 3rd day of March, 2017.

Richard Garza, Special Commissioner

Michael D. Tuttle, Special Commissioner

Javier Morales, Special Commissioner

The foregoing Award of Special Commissioners was filed with me this 6 day of March, 2017.

Judge Presiding
Hidalgo County Court at Law No. Six

Received from the Court
On 3/7/2017 8:49:50 AM
Initials: VO

COUNTY COURT * COUNTY OF HIDALGO, TEXAS *
Date: 3/10/17
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: Deputy Clerk

Electronically Submitted
3/3/2017 4:20:59 PM
Hidalgo County Clerks Office
Accepted by: Valerie Ortega

May 26, 2015
Revised December 11, 2015
Parcel 25
1 of 5 Pages

County: Hidalgo, Precinct 2
WA#10: Pct. 2

Exhibit: A
FIELD NOTES FOR PARCEL 25

Being a 178,699 square foot or 4.1024 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 191, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being all of a called 4.23 acre Hidalgo County Drainage District No.1 Right of Way Easement, as described in Volume 1192, Page 959, of the Deed Records, Hidalgo County, Texas, and being out of Hidalgo County Drainage District No. 1 easement as shown by plat of Laura Ruiz Subdivision, as recorded in Volume 23, Page 107, of the Map Records, Hidalgo County, Texas, said 178,699 square foot or 4.1024 acre tract being more particularly described by metes and bounds as follows;

Commencing at a 5/8" iron pin (N=16,592,526.1926, E=1,091,261.9409) with plastic cap stamped "R.O.W.S. PROP. COR." set in the Southwest corner of The Colony Estates I Subdivision, as recorded in Volume 31, Page 105B, of the Map Records, Hidalgo County, Texas, for the **Point of Beginning** of this herein described tract of land;

1. **Thence** with the South line of said Lot 191, North 81°27'53" West a distance of 179.98 feet to a 1/2" iron pin found for the Southeast corner of Lot 17, said Laura Ruiz Subdivision, for the Southwest corner of this herein described tract of land;

2. **Thence** with the East line of said Lot 17, Laura Ruiz Subdivision, North 08°32'07" East a distance of 975.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northeast corner of Lot 2, said Laura Ruiz Subdivision, for the Northwest corner of this herein described tract of land;

3. **Thence** with the South line of Lot 1, said Laura Ruiz Subdivision, South 81°28'55" East a distance of 130.00 feet to a 1/2" iron pin found for the Southeast corner of a called 0.3761 of an acre tract of land, as described in Document Number 1915058, of the Official Records, Hidalgo County, Texas, and for a corner of this herein described tract of land;

4. **Thence** South 08°32'05" West a distance of 5.04 feet to a 5/8'' iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for corner;

5. **Thence** South 81°27'53" East a distance of 60.00 feet to a 5/8'' iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East line of said Lot 192, Kelly- Phair Subdivision, for the Northeast corner of this herein described tract of land;

COUNTY COURT ★ COUNTY OF HIDALGO, TEXAS ★
Date: 3/10/17
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____ Deputy Clerk

Electronically Submitted
3/3/2017 4:20:59 PM
Hidalgo County Clerks Office
Accepted by: Valerie Ortega

6. Thence with the East line on said Lot 191, South 08°32'07" West a distance of 87.53 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the North line of Abbey Heights Subdivision, as recorded in Volume 23, Page 88, of the Map Records, Hidalgo County, Texas, for a corner of this herein described tract of land;

7. Thence with the North line of said Abbey Heights Subdivision, North 81°27'53" West a distance of 8.77 feet to a ½" iron pin found for corner;

8. Thence with the West line of said Abbey Heights Subdivision, South 08°32'07" West a distance of 518.60 to a ½" iron pin found for corner;

9. Thence with the South line of said Abbey Heights Subdivision, South 81°27'53" East a distance of 8.77 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East line of said Lot 191, for a corner of this herein described tract of land;

10. Thence continuing with the West line of said Lot 192, the East line of said Lot 191, South 08°32'07" West a distance of 193.52 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East line of said Lot 191, for a corner of this herein described tract of land;

11. Thence with the North line of The Colony Estates I Subdivision, North 81°27'53" West a distance of 10.02 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for a corner of this herein described tract of land;

12. Thence with the West line said The Colony Estates I Subdivision, South 08°32'07" West a distance of 170.35 feet to the **Point of Beginning** and being a 178,699 square foot or 4.1024 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

12/30/2015

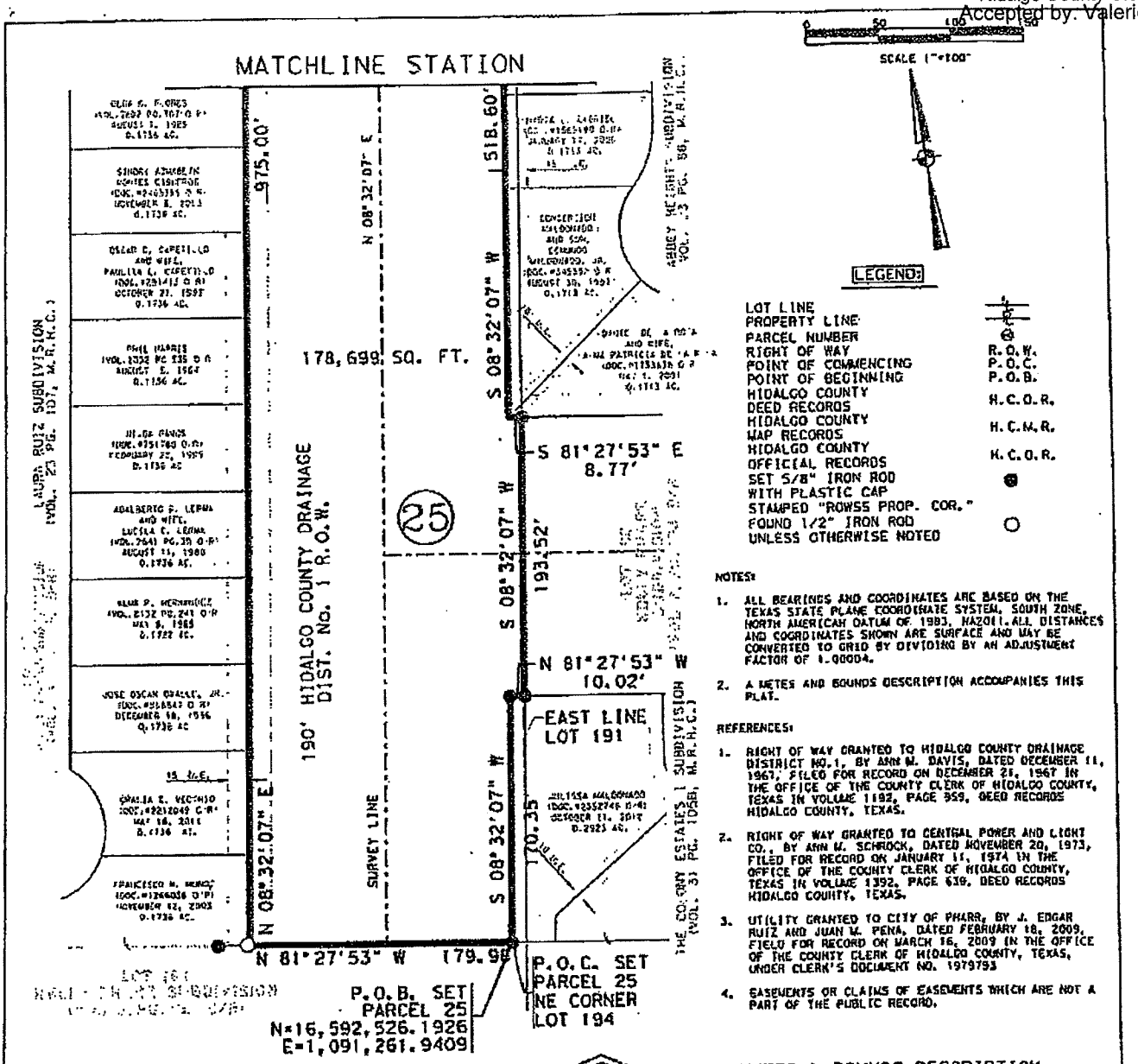
Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





Date: 3/10/17
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____ Deputy Clerk

Electronically Submitted
3/3/2017 4:20:59 PM
Hidalgo County Clerks Office
Accepted by: Valerie Ortega



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, HARN. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO.1, BY ANN W. DAVIS, DATED DECEMBER 11, 1967, FILED FOR RECORD ON DECEMBER 21, 1967 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1192, PAGE 359, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT CO., BY ANN W. SCHROCK, DATED NOVEMBER 20, 1973, FILED FOR RECORD ON JANUARY 11, 1974 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1392, PAGE 639, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. UTILITY GRANTED TO CITY OF PHARR, BY J. EDGAR RUIZ AND JUAN M. PENA, DATED FEBRUARY 18, 2009, FIELD FOR RECORD ON MARCH 16, 2009 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1979793
4. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.

PLAT OF SURVEY
PARCEL 25

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 29, 2015

STATE OF TEXAS REGISTERED KURT SCHUMACHER 6333 PROFESSIONAL LAND SURVEYOR
12/30/2015

A 178,699 SQ. FT. (4.1024 AC.) TRACT OF LAND SITUATED IN LOT 191 KELLY-PHARR SUBDIVISION OUT OF LAURA RUIZ SUBDIVISION AS RECORDED IN VOLUME 23, PG. 107 MAP RECORDS, HIDALGO COUNTY, TEXAS

TITLE COMMITMENT:
CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: J. EDGAR RUIZ AND JUAN M. PENA
GF No.: 00031G2522
EFFECTIVE DATE: SEPTEMBER 16, 2015

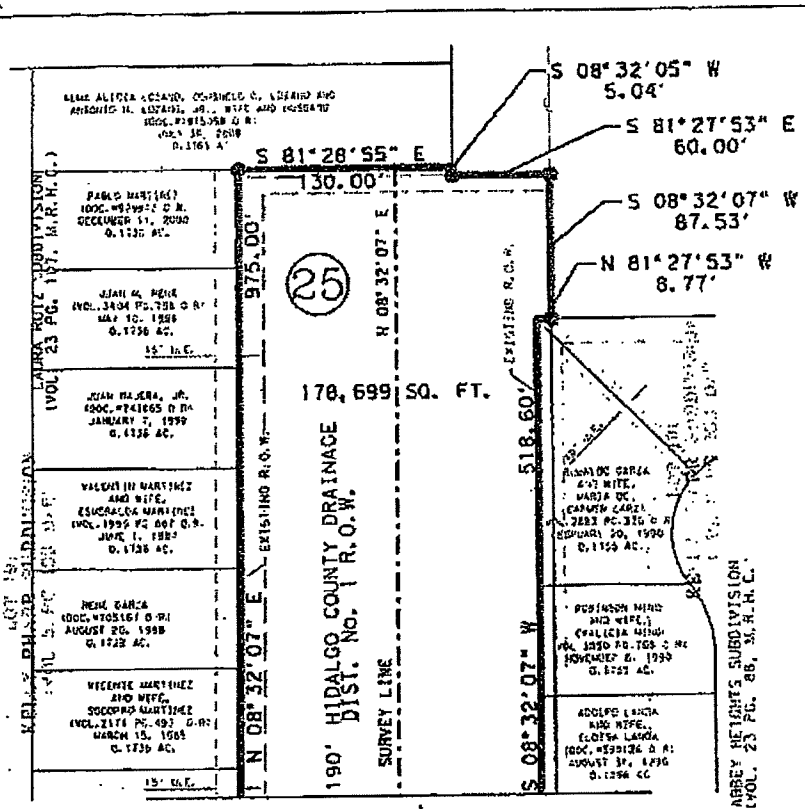
RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 25

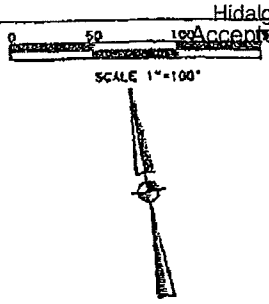
ROW SURVEYING SERVICES, LLC.
400 S. SEGUIN RD. SUITE 13
ALTON, TEXAS 78573
TEL.: (956) 424-5172
FAX.: (956) 943-7116
TBPLS REG. FIRM# 10193886

EXHIBIT A
Date: 3/10/17
PAGE 3 OF 4

COUNTY COURT
COUNTY OF HIDALGO, TEXAS
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office
By: _____ Deputy Clerk

Electronically Submitted
3/3/2017 4:20:59 PM
Hidalgo County Clerks Office
Accepted by: Valerie Ortega





LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⑧
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY ANN M. DAVIS, DATED DECEMBER 11, 1967. FILED FOR RECORD ON DECEMBER 21, 1967 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1182, PAGE 959, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT CO., BY ANN M. SCHROCK, DATED NOVEMBER 20, 1973, FILED FOR RECORD ON JANUARY 11, 1974 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1392, PAGE 639, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. UTILITY GRANTED TO CITY OF PHARR, BY J. EDGAR RUIZ AND JUAN M. PENA, DATED FEBRUARY 18, 2009, FIELD FOR RECORD ON MARCH 16, 2009 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1979793
4. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

12/30/2015

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 29, 2015

PLAT OF SURVEY
PARCEL 25

A 178,699 SQ. FT. (4.1024 AC.) TRACT OF LAND SITUATED IN LOT 191 KELLY-PHARR SUBDIVISION OUT OF LAURA RUIZ SUBDIVISION AS RECORDED IN VOLUME 23, PG. 107 MAP RECORDS, HIDALGO COUNTY, TEXAS

TITLE COMMITMENT:
CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER
HIDALGO COUNTY
OWNER: J. EDGAR RUIZ AND JUAN M. PENA
GF NO.: 0003162522
EFFECTIVE DATE: SEPTEMBER 18, 2015

EXHIBIT A
Date: 3/10/17
PAGE 1 OF 1

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 25

ROW SURVEYING SERVICES, LLC.
500 E. STEWART RD. SUITE 15
MISSION, TEXAS 78572
TEL.: (956) 424-7355
FAX.: (956) 994-1776
TBPLS REG. FIRM# 10103866

COUNTY COURT
COUNTY OF HIDALGO, TEXAS
Arturo Guajardo, Jr. County Clerk
I hereby certify that this is a true and correct copy of the original document filed in my office
By: _____ Deputy Clerk

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

PAY MEMO

To: **Hidalgo County Drainage District No. 1**
Raul E. Sesin, PE, CFM
Attn: Jaime Salazar

From: **Jaime Salinas**
Right of Way Agent

Date: **March 14, 2017**

Re: **Fee-Simple Right of Way Project**
J. Edgar Ruiz, and Juan Pena Parcel # 25
Cause No, CCD-0359-F

Mr. Sesin,

Enclosed please find a certified copy of the **Order Awarding Fees to Special Commissioners**, signed by **Judge Alberto Garcia**, W-9 forms and SS #'s for the Special Commissioners on the above-mentioned condemnation case. Checks should be made payable to **Mr. Richard Garza, Mr. Micheal D. Tuttle, and Mr. Javier Morales** in the amount of $1,500.00 @ and mailed to their respective addresses. These monies should be taken from Account #_____for Right of Way Acquisition.

Should you have any questions or comments, please feel free to call. (956) 283-8134 or Ext 2406

Should you have any questions, please feel free to call. (956) 787-1891 or Ext 2406

Respectfully,
Jaime Salinas

Approved: _____
Raul E. Sesin (General Manager)

AI -59052 **19.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

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

B.) Presentation of scoring grid (for the purposes of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of Professional Engineering Services for "Precinct No. 1 Bond Drainage Projects".

FIRM NAME:	SCORE:	RANK:
Jimenez Engineering Solutions, LLC DBA International Consulting Engineers	91.3	
Strada Engineering and Consulting, LLC	94	
Cortran Engineering, PLLC	89.3	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm _____, for the provisions of Professional Engineering Services "Precinct No. 1 Bond Drainage Projects".

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox **Reviewed By** **Date**

Final Approval	Monica Badillo	03/17/2017 05:05 PM
Form Started By: Moises Salazar		Started On: 03/17/2017 03:44 PM
Final Approval Date: 03/17/2017		

AI -59054 **20.**

DRAINAGE DISTRICT

Meeting Date: 03/21/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Pursuant to Texas Gov't Code 791.001 requesting approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District No.1 and Hidalgo County Irrigation District No.1 as it relates to irrigation canal adjacent to the east side of Drainage District yard. Pending final legal review.

BACKGROUND

Fiscal Impact

Attachments

ILA

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	03/17/2017 05:05 PM

Form Started By: Jaime Salazar Started On: 03/17/2017 04:24 PM

Final Approval Date: 03/17/2017

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS AGREEMENT is made on this the _____ day of _____, 2017, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter referred to as "Drainage" and **HIDALGO COUNTY IRRIGATION DISTRICT NO. 1**, hereinafter referred to as "Irrigation", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Drainage owns real property used as Drainage's office space and storage area ("Drainage Property");

WHEREAS, Irrigation owns or has rights to an irrigation canal and right of way adjacent to the east side of the Drainage Property such property more particularly described on Exhibit A attached hereto (the "Irrigation Property");

WHEREAS, Drainage desires to fence the Irrigation Property and use the west side of the Irrigation Property up to the elevated canal for general storage;

WHEREAS, Drainage will maintain the Irrigation Property other than the elevated canal located therein;

WHEREAS, Drainage and Irrigation are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act. Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, Drainage and Irrigation in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Irrigation authorizes Drainage to fence at Drainage's sole expense the Irrigation Property into existing property of Drainage providing a more secure area of the Irrigation Property. Drainage may use the west side of the Irrigation Property up to the elevated canal for general storage Irrigation shall have access to the Irrigation Property through the property of Drainage.

2. Irrigation authorizes Drainage to convert all or part of the existing irrigation canal located on Irrigation Property to a twenty-four inch pipe and if Drainage so converts the irrigation canal, Drainage may use the Irrigation Property on the east side of the irrigation canal for general storage.

3. Upon completion of the fencing of the Irrigation Property, Drainage is authorized to use the eastern part of the Irrigation Property up to the elevated canal for general storage purposes.

4. Drainage will coordinate work schedule of the above described work to provide for minimal disruption of Irrigation's use of the Irrigation Property.

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

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Drainage:	Hidalgo County Drainage District No. 1 Attention: Raul Sesin 902 N. Doolittle Road Edinburg, Texas 78539
If to Irrigation:	Hidalgo County Irrigation District No. One 1904 N. Expressway 281 Edinburg, Texas 78542

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at

such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. **Assignment.** This Agreement shall not be assignable.

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

14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

ATTEST:

By: _____
Ramon Garcia, Board of Directors

_____
Arturo Guajardo, Jr.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

By: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain