AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
April 18, 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 -59447** Discussion on Hidalgo County Drainage District No.1 Drainage projects, maintenance and operations.
A. Employee Staff Development Day
B. East Lateral Project

6. **AI -59355** Authority to advertise and approval of plans and specifications developed by project engineer, Cruz-Hogan Consultants, Inc. for: -"Street and Drainage Improvements for Plena Vista Subdivision, Unit 2" -RFB No. HCDD1-17-023-05-10, including the re-advertising of project in the event no Bids are received, or received bids are rejected and project is still required.

7. **AI -59357** Authority to advertise and approval of plans and specifications developed by project engineer, TEDSI Infrastructure Group for: -"Hidalgo County Precinct No. 1 Lucero del Norte Subdivision Rural Drainage Development" -RFB No. HCDD1-17-026-05-10 including the re-advertising of project in the event no Bids are received, or received bids are rejected and project is still required.

8. **AI -59391** A. Requesting approval of closing documents for Parcel 39E as it relates to La Joya Bypass Outfall Ditch Project and authority of the Chairman of the Board to execute documents subject to final legal review.

B. Pursuant to the Boards approval of Agenda Item No. 59391 (A), requesting approval to issue manual payment in the amount of $54,030.13 to Sierra Title of Hidalgo County, Inc. Order File No. 0003165861 Parcel 39E.

9. **AI -59392** A. Requesting approval of closing documents for Parcel 11 as it relates to Precinct No. 2 Fee Simple Project and authority of the Chairman of the Board to execute documents.

B. Pursuant to the Boards approval of Agenda Item No. 59392 (A), requesting approval to issue manual payment in the amount of $2,013.00 to Sierra Title of Hidalgo County, Inc. Order File No. 0003161866 Parcel 11.

10. **AI -59393** Approval of Agreement for Temporary Construction Easement – ROSENDO VARGAS, Lot 1, Loma Verde Subdivision No.3 , Hidalgo County, Texas, as per plat recorded in instrument number 2462682, Map Records of Hidalgo County, Texas.

11. **AI -59403** A. Request approval to reclassify M&O Slot 102 Truck Driver III to Truck Driver IV and set salary at $36,455.
B. Request approval to create 1 Truck Driver V position and set salary at $42,521 and 1 Engineering Technician III at $39,371.
C. Request approval to create 10 Temporary Maintenance I positions not to exceed 880 working hours and set Hourly rate at $12.88.
D. Approval of Revised Salary Schedule and Budget Amendments to fund reclassification of Slot 102 and new positions as noted in items A, B, and C in the amount of $242,364.15

12. **AI -59412** Requesting approval of final negotiated Professional Services Contract with Leonel Garza Jr. & Associates, LLC (Contract No. C-HCDD1-17-027-04-18) as it relates to on-call Appraisal Services for Hidalgo County Drainage District No. 1. Approved for negotiations by HCDD1 Board of Directors on April 5th, 2017. (Subject to Legal Review and compliance to Form 1295)

13. **AI -59414** Requesting approval of final negotiated Professional Services Contract with Appraisal Haus as it relates to on-call Appraisal Services (Contract # C-HCDD1-17-028-04-18) for Hidalgo County Drainage District No.1. Approved for negotiations by HCDD1 Board of Directors on April 5, 2017. (Subject to Legal Review and compliance to Form 1295)

14. **AI -59417** Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, for RFB No. HCDD1-17-015-03-29 **"Hidalgo County Precinct No. 1 Mile 13 1/2 N. Rd & FM 1015 Area Drainage Improvements Project Phases 2 & 3"**, to Texas Cordia Construction, LLC in the total bid amount of $560,989.00 for Base Bid and Alternate No. 1 as recommended by project engineer Urban Infrastructure Group, Inc., subject to compliance with HB1295

15. **AI -59416** Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, for Base Bid and Alternate No. 3 for RFB No. HCDD1-17-007-03-01 **"Hidalgo County Precinct No. 2 Minnesota-Cesar Chavez Area Drainage Improvements Project"**, to Castle Enterprises, LLC. in the total bid amount of $339,732.77 as recommended by project engineer Quintanilla Headley & Associates, Inc.,subject to compliance with HB1295

16. **AI -59418** Request approval of a budget amendment from the District's General Fund in the amount of $50,000.00 for legal services in relation to Raymondville Drain 2012 Bond Resolution.

17. **AI -59419** 2013 Bonds
Budget: 330-East Donna Drain
A. Approval of Change Order No. 1 from Mor-Will, LLC in the amount of $$28,000.00 and an additional (10) ten days to Construction Contract No. C-HCDD1-16-040-08-16 Drainage Improvement Project East Donna Drain Flood Pump.

B. Application for Payment No. 2 in the amount of $72,195.75 from Mor-Will, LLC pertaining to Construction Contract No. C-HCDD1-16-040-08-16-Drainage Improvement Project-East Donna Drain Flood Pump.
PO#630511.
Project Engineer: Mark Corbitt, P.E.-Tedsi Infrastructure Group

Budget: 345-Mercedes Lateral

C. Application for Payment No. 2 in the amount of $180, 149.12 from Mor-Will, LLC pertaining to Construction Contract No. C-HCDD1-16-039-08-16 Drainage Improvement Project Mercedes

Lateral Flood Pump.
PO#627491
Project Engineer: Mark Corbitt, P.E.-Tedsi Infrastructure Group.

Budget: 365-Rural Drainage Development Pct.4
D. Approval of Change Order No. 2 from Venser Contractors, LLC for an additional 30 days to Construction Contract No.
HCDD1-16-045-09-27-Kenyon Rd. & Mile 17 Area Drainage Improvements.

E. Application for Payment No. 2 in the amount of 59,005.61 from Venser Contractors, LLC pertaining to Construction Contract
HCDD1-16-045-09-27 Kenyon Rd & Mile 17 Area Drainage Improvements.
PO#630834

18. **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:

B. **Real Estate Acquisition**

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

19. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

22. **Adjourn**

AI -59447 **5.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion on Hidalgo County Drainage District No.1 Drainage projects, maintenance and operations.
A. Employee Staff Development Day
B. East Lateral Project

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Alvaro Chuc Started On: 04/13/2017 04:12 PM

Final Approval Date: 04/13/2017

AI -59355 **6.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

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, Cruz-Hogan Consultants, Inc. for: -"Street and Drainage Improvements for Plena Vista Subdivision, Unit 2" -RFB No. HCDD1-17-023-05-10, including the re-advertising of project in the event no Bids are received, or received bids are rejected and project is still required.

BACKGROUND

Proposed Schedule of Events:

EVENT DESCRIPTION	***DATE:***
1st Advertisement	04/22/17
Start RFB Packet Distribution	04/24/17
2nd Advertisement	04/29/17
PRE-BID CONFERENCE @ 3:00 pm	05/01/17
BID OPENINGS @ 9:30 am	**May 10, 2017**

Fiscal Impact

Attachments

HCDD1-Specification's Front End Docs

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Moises Salazar Started On: 04/11/2017 11:21 AM

Final Approval Date: 04/13/2017

Hidalgo County Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

April 24, 2017

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids: "STREET AND DRAINAGE IMPROVEMENTS FOR PLENA VISTA SUBDIVISION, UNIT 2"
RFB No: HCDD1-17-023-05-10

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

STREET AND DRAINAGE IMPROVEMENTS FOR PLENA VISTA SUBDIVISION, UNIT 2

RFB No: HCDD1-17-023-05-10

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.	Statement of Credential	5
11.	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

"STREET AND DRAINAGE IMPROVEMENTS FOR PLENA VISTA SUBDIVISION, UNIT 2"

RFB No: HCDD1-17-023-05-10

BID OPENING DATE:

May 10, 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- "STREET AND DRAINAGE IMPROVEMENTS FOR PLENA VISTA SUBDIVISION, UNIT 2"** 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.: HCDD1-17-023-05-10- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "STREET AND DRAINAGE IMPROVEMENTS FOR PLENA VISTA SUBDIVISION, UNIT 2"** 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, May 10, 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.: HCDD1-17-023-05-10 "STREET AND DRAINAGE IMPROVEMENTS FOR PLENA VISTA SUBDIVISION, UNIT 2"**

   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- "STREET AND DRAINAGE IMPROVEMENTS FOR PLENA VISTA SUBDIVISION, UNIT 2"**
  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.	**May 01 , 2017**
Bid Opening, 9:30 A.M.	**May 10 , 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. HCDD1-17-023-05-10) 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

"STREET AND DRAINAGE IMPROVEMENTS FOR PLENA VISTA SUBDIVISION, UNIT 2"

BID NO.: HCDD1-17-023-05-10

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

STATEMENT OF CREDENTIALS

1. GENERAL: In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. EXPERIENCE: The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. CONTRACTS ON HAND: The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

6. PERFORMANCE OF WORK BY BIDDER: Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this ____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

FORMS SUBMITTAL CHECK LIST

REQUEST FOR BIDS

Hidalgo County Drainage District No. 1

"STREET AND DRAINAGE IMPROVEMENTS FOR PLENA VISTA SUBDIVISION, UNIT 2"

RFB No: HCDD1-17-023-05-10

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 -59357 **7.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

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, TEDSI Infrastructure Group for: -"Hidalgo County Precinct No. 1 Lucero del Norte Subdivision Rural Drainage Development" -RFB No. HCDD1-17-026-05-10 including the re-advertising of project in the event no Bids are received, or received bids are rejected and project is still required.

BACKGROUND

Proposed Schedule of Events:

EVENT DESCRIPTION	***DATE:***
1st Advertisement	04/22/17
Start RFB Packet Distribution	04/24/17
2nd Advertisement	04/29/17
PRE-BID CONFERENCE @ 3:30 pm	05/01/17
BID OPENINGS @ 9:30 am	**May 10, 2017**

Fiscal Impact

Attachments

Specifications Front End Docs

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Moises Salazar Started On: 04/11/2017 11:39 AM

Final Approval Date: 04/13/2017

Hidalgo County Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

April 24, 2017

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids:" Hidalgo County Precinct No. 1 Lucero del Norte Subdivision Rural Drainage Development"
RFB No: HCDD1-17-026-05-10

To Whom It May Concern:

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

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

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

Sincerely,
Hidalgo County Drainage District No. 1

Moises Salazar
Procurement Manager

REQUEST FOR BIDS (RFB)

FRONT END DOCUMENTS

Hidalgo County Drainage District No. 1

Hidalgo County Precinct No. 1 Lucero del Norte Subdivision Rural Drainage Development

RFB No: HCDD1-17-026-05-10

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.	Statement of Credential	5
11.	Submittal Check list	1

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

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"HIDALGO COUNTY PRECINCT NO. 1 LUCERO DEL NORTE SUBDIVISION RURAL DRAINAGE DEVELOPMENT"

RFB No: HCDD1-17-026-05-10

BID OPENING DATE:

May 10, 2017 at 9:30 A.M.

Contact Person:

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

Form HCDD1-03

1. Sealed bids will be received for **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- "HIDALGO COUNTY PRECINCT NO. 1 LUCERO DEL NORTE SUBDIVISION RURAL DRAINAGE DEVELOPMENT"** 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.: HCDD1-17-026-05-10- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "HIDALGO COUNTY PRECINCT NO. 1 LUCERO DEL NORTE SUBDIVISION RURAL DRAINAGE DEVELOPMENT"** 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, May 10, 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.: HCDD1-17-026-05-10 "HIDALGO COUNTY PRECINCT NO. 1 LUCERO DEL NORTE SUBDIVISION RURAL DRAINAGE DEVELOPMENT"**

   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- "HIDALGO COUNTY PRECINCT NO. 1 LUCERO DEL NORTE SUBDIVISION RURAL DRAINAGE DEVELOPMENT"**

Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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

- Discount payments will be considered when offered.

- Contract person for Billing and Payment questions:

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

17. SCHEDULE OF EVENTS

Pre-Bid Conference, 3:30 P.M.	**May 01 , 2017**
Bid Opening, 9:30 A.M.	**May 10 , 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. HCDD1-17-026-05-10) as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7080 or via email to moises.salazar@hcdd1.org . Hidalgo County Drainage District No. 1 cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"HIDALGO COUNTY PRECINCT NO. 1 LUCERO DEL NORTE SUBDIVISION RURAL DRAINAGE DEVELOPMENT"

BID NO.: HCDD1-17-026-05-10

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

STATEMENT OF CREDENTIALS

1. GENERAL: In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. EXPERIENCE: The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. CONTRACTS ON HAND: The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

6. PERFORMANCE OF WORK BY BIDDER: Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this ____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

FORMS SUBMITTAL CHECK LIST

REQUEST FOR BIDS

Hidalgo County Drainage District No. 1

"Hidalgo County Precinct No. 1 Lucero del Norte Subdivision Rural Drainage Development"

RFB No: HCDD1-17-026-05-10

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 -59391 **8.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of closing documents for Parcel 39E as it relates to La Joya Bypass Outfall Ditch Project and authority of the Chairman of the Board to execute documents subject to final legal review.

B. Pursuant to the Boards approval of Agenda Item No. 59391 (A), requesting approval to issue manual payment in the amount of $54,030.13 to Sierra Title of Hidalgo County, Inc. Order File No. 0003165861 Parcel 39E.

BACKGROUND

Fiscal Impact

Attachments

Lajoya 39E Docs

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Jaime Salazar Started On: 04/12/2017 04:49 PM

Final Approval Date: 04/13/2017

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: 0003165861

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 (0003165861 / 38)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Hidalgo County Drainage District No. 1 902 N. Doolittle, Edinburg, TX 78539	D & S Bell Enterprises, Ltd. P.O. Box 653, Penitas, TX 78576	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
El Faro Road Lot(s): 208, Phase: A Homeville Association Parcel 39E	Sierra Title of Hidalgo County, Inc. PLACE OF SETTLEMENT: 3401 N. 10th Street McAllen, TX 78501	March 9, 2017 DISBURSEMENT DATE: March 9, 2017

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	52,830.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	1,200.13
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110. No tax proration	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	54,030.13
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. No tax proration	
215.	
216.	
217.	
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)	54,030.13
302. Less amount paid by/for Buyer (Line 220)	( )
303. CASH FROM BUYER	54,030.13

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	52,830.00
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. No tax proration	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	52,830.00
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. No tax proration	
515.	
516.	
517.	
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)	52,830.00
602. Less reductions due Seller (Line 520)	(0.00)
603. CASH TO SELLER	52,830.00

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 03/09/17 to 04/01/17 @ $ /day (23 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		
1102.	Abstract or title search to		
1103.	Title examination to		
1104.	Title insurance binder to		
1105.	Document preparation to		
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.	543.00	
	(includes above item numbers:)		
1109.	Lender's coverage		
1110.	Owner's coverage $ 52,830.00 543.00		
1111.	State of Texas Policy Guaranty Fee (O) to L & G Engineering	3.00	
1112.	to		
1113.	to		
1114.	Escrow Fee to Sierra Title of Hidalgo County, Inc.	500.00	
1115.	E filing fee (B) to Sierra Title of Hidalgo County, Inc.	3.00	
1116.	Attorney Review Fee to King Law Firm	45.00	
1117.	Tax Service to Tax Service of Hidalgo County	54.13	
1200.	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201.	Recording fees: Deed $ 52.00; Mortgage ; Releases	52.00	
1202.	City/County tax/stamps: Deed ; Mortgage		
1203.	State tax/stamps: Deed ; Mortgage		
1204.	to		
1205.	to		
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)**	1,200.13	0.00

HUD-1, Attachment

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

Seller: D & S Bell Enterprises, 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 Street
McAllen, TX 78501
Settlement Date: March 9, 2017
Disbursement Date: March 9, 2017
Property Location: El Faro Road

Lot(s): 208, Phase: A
Homeville Association

Parcel 39E

Hidalgo County Drainage District No. 1

BY:_____

D & S Bell Enterprises, Ltd.

BY: Terri Hollech
Terri Hollech
President of Penitas Properties DB Management, LLC

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.

HUD-1, Attachment

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

Seller: D & S Bell Enterprises, 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 Street
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Settlement Date: March 9, 2017
Disbursement Date: March 9, 2017
Property Location: El Faro Road

Lot(s): 208, Phase: A
Homeville Association

Parcel 39E

Hidalgo County Drainage District No. 1

BY:_____

D & S Bell Enterprises, Ltd.

BY:_____
Terri Hollech
President of Penitas Properties DB Management, LLC

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.

CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT - TAX SERVICE

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: El Faro Road,
Date: March 9, 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 Drainage District No. 1

BY:_____

D & S Bell Enterprises, Ltd.

BY: Terri Hollech
Terri Hollech
President of Penitas Properties DB Management, LLC

DISPUTE RESOLUTION BY BINDING ARBITRATION

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

Hidalgo County Drainage District No. 1

BY:_____

D & S Bell Enterprises, Ltd.

BY: Terri Hollech
Terri Hollech
President of Penitas Properties DB Management, LLC

SIERRA TITLE OF HIDALGO COUNTY, INC.

_____

Sierra Title of Hidalgo County, Inc.
3401 N. 10th Street
McAllen, TX 78501
Phone (956)682-8321 * Fax (956)682-6150

Proceeds from Real Estate Transactions as required by the Internal Revenue Service

Branch Address
3401 N. 10th Street
McAllen, TX 78501
Phone No.: (956)682-8321

Substitute Form 1099-S
This is important tax information and is being furnished to the Internal Revenue Service, as required by section 1521 of the Tax Reform Act of 1986. If you are required to file a return, a negligence penalty or other sanction will be imposed if this income is taxable and the IRS determines that it has not been reported.

TYPE OR MACHINE PRINT ONLY

Escrow No.: 0003165861

Date of closing: March 9, 2017

PROPERTY ADDRESS - SEE PAGE 2 FOR EXAMPLES

El Faro Road,

PROCEEDS FOR THIS SALE WENT TO: (MULTIPLE SELLERS - Use one form for each seller. Treat husband and wife as one seller (filing joint tax returns) unless requested otherwise, then separate forms must be used.)

See page 2 before completing

1. D & S Bell Enterprises, Ltd.
   Sellers Name (First, MI, Last)

2. _____
   Spouse or Personal Representative

_____
Federal Tax ID# for this seller (List only the Tax ID# for the seller listed on Line 1, spouse Tax ID# not required. Executor/Trustee should not list their name as the seller unless they are going to report the proceeds on their personal income tax return.)

TOTAL CONSIDERATION (SEE PAGE 2 TO CALCULATE)

$ 52,830.00 Total Consideration

☐ Exchange (if checked)

100.00000 % Percentage of ownership for this Seller

☐ Check here if the maximum determinable proceeds cannot be determined with certainty

$ 52,830.00 GROSS Allocated Proceeds
(Total consideration multiplied by percentage of ownership)

$ 0.00 Tax Credit to Seller

MAILING ADDRESS:

☐ Check here if the address is outside of the U.S.

I certify, under penalty of perjury, that I have read the above information and it is true and correct.

D & S Bell Enterprises, Ltd.

BY: Terri Hollech

Terri Hollech
President of Penitas Properties DB Management, LLC

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

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

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

RE: D & S Bell Enterprises, Ltd. to Hidalgo County Drainage District No. 1

GF (File) No.: **0003165861**

Land: Being a 1.611 acre (70,189 square feet) parcel of land located in the Pedro Flores Survey, Abstract No. 577, Porcion No. 77, Hidalgo County, Texas, being part of Lot 208 of the **HOMEVILLE ASSOCIATION SUBDIVISION "A"**, recorded in Volume 0, Page 24, Hidalgo County Map Records (H.C.M.R.), further being part of Tract V, conveyed to D & S Bell Enterprises, Ltd. in Document No. 1181932, Hidalgo County Deed Records (H.C.D.R.), said 1.611 acre parcel being more particularly described as follows:

"SEE EXIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 39E"

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: March 9, 2017

Signature:

Hidalgo County Drainage District No. 1

BY:_____

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003165861

Seller Name(s): D & S Bell Enterprises, Ltd.

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.:		

D & S Bell Enterprises, Ltd.

By: Terri Hollech 3-14-17

Terri Hollech Date

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.: 0003165861
SUBJECT PROPERTY: Lot(s): 208, Phase: A
Homeville Association

STATE OF Texas
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared D & S Bell Enterprises, Ltd..
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:

P.O. Box 653, Penitas, TX 78576

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.

D & S Bell Enterprises, Ltd.
BY: Terri Hollech
Terri Hollech
President of Penitas Properties DB Management, LLC

Subscribed and sworn to before me this 14th day of March, 2017.

By Terri Hollech

Heather Lindsey
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

DATE: March 7, 2017

SUBJECT: HIDALGO COUNTY SUBDIVISION REGULATIONS

RE: 0003165861

SIERRA TITLE OF HIDALGO COUNTY, INC. hereby advises you that this property may be subject to the Subdivision Regulations of the County of Hidalgo or the nearest City.

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

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

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

Hidalgo County Drainage District No. 1

BY:_____

BUYER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003165861

Borrower/Buyer Name(s): Hidalgo County Drainage District No. 1

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

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

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

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

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

Hidalgo County Drainage District No. 1

_____
Date

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 0003165861 GF No.: 0003165861

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

_____ _____

SIGNATURE DATE

AI -59392 **9.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of closing documents for Parcel 11 as it relates to Precinct No. 2 Fee Simple Project and authority of the Chairman of the Board to execute documents.

B. Pursuant to the Boards approval of Agenda Item No. 59392 (A), requesting approval to issue manual payment in the amount of $2,013.00 to Sierra Title of Hidalgo County, Inc. Order File No. 0003161866 Parcel 11.

BACKGROUND

Fiscal Impact

Attachments

Pct 2 Fee Simple Parcel 11

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Jaime Salazar Started On: 04/12/2017 04:57 PM

Final Approval Date: 04/13/2017

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan			
1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number: 0003161866	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.* (0003161866/54)

D. Name and Address of Buyer:	E. Name and Address of Seller:	F. Name and Address of Lender:
HIDALGO COUNTY DRAINAGE NO.1 902 N. Doolittle Rd, Edinburg, TX 78542	Maria Mercado, Gloria Galvan, Norma Iglesias, Rachell Guzman, Reynaldo Alvarez, and Rachel Alvarez 7757 West Military Rd, Mission, TX 78572	

G. Property Location:	H. Settlement Agent: Sierra Title of Hidalgo County, Inc. (956)682-8321 3401 N. 10th St. McAllen, TX 78501 Place of Settlement: 3401 N. 10th St. McAllen, TX 78501	I. Settlement Date: December 8, 2016 Disbursement Date: December 8, 2016
Not Known Hidalgo County, Lot(s): 222 Kelly Pharr		

J. Summary of Buyer's Transaction	
100. Gross Amount Due from Buyer	
101. Contract sales price	1,014.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	999.00
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	2,013.00
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 ACCOUNT NO TAX PRORATIONS	
217.	
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)	2,013.00
302. Less amount paid by/for Buyer (Line 220)	(0.00)
303. CASH FROM BUYER	2,013.00

K. Summary of Seller's Transaction		
400. Gross Amount Due to Seller		
401. Contract sales price		1,014.00
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		1,014.00
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 ACCOUNT FOUND AND TAX PROR		
517.		
518.		
519.		
520. Total reduction amount due Seller		0.00
600. Cash at Settlement from/to Seller		
601. Gross amount due to Seller (Line 420)		1,014.00
602. Less reductions due Seller (Line 520)		(0.00)
603. CASH TO SELLER		1,014.00

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 Buyer'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 12/08/16 to 01/01/17 to @ $ /day (24 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. E filing fee (B) to Sierra Title of Hidalgo County, Inc.	(from GFE #4)	514.00	
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)	238.00	
1104. Lender's title insurance			
1105. Lender's title policy limit			
1106. Owner's title policy limit $1,014.00			
1107. Agent's portion of the total title insurance premium to Sierra Title of Hidalgo Cour $202.30			
1108. Underwriter's portion of the total title insurance premium to Chicago Title Insuran $35.70			
1109.			
1110. to Tax Service of Hidalgo County			
1111. State of Texas Policy Guaranty Fee (O) to Texas Title Insurance (		3.00	
1200. Government Recording and Transfer Charges			
1201. Government recording charges to Sierra Title of Hidalgo County, Inc.	(from GFE #7)	244.00	
1202. Deed $ 64.00; Mortgage $; Releases $ 180.00			
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)		999.00	0.00

ADDENDUM

G.F. No.: 0003161866 DATE: December 8, 2016

Not Known,

Line 303 Amount: $1,894.00 **Line 603 Amount:** $1,014.00

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.

_____
Maria Mercado

_____
Gloria Galvan

_____
Norma Iglesias

_____
Rachell Guzman

_____
Reynaldo Alvarez

_____
Rachel Alvarez

HIDALGO COUNTY DRAINAGE NO.1

BY:_____
RAMON GARCIA, CHAIRMAN OF THE BOARD

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

Settlement Agent: Date:

_____ _____

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

HUD-1 SETTLEMENT STATEMENT ADDENDUM

December 8, 2016

RE: GF NO.: 0003161866

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 DRAINAGE NO.1

BY:_____
RAMON GARCIA, CHAIRMAN OF THE BOARD

_____
Maria Mercado

_____
Gloria Galvan

_____
Norma Iglesias

_____
Rachell Guzman

_____
Reynaldo Alvarez

_____
Rachel Alvarez

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

_____ _____
Settlement Agent Date

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

TAX INFORMATION AND PRORATION AGREEMENT

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

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

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

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

HIDALGO COUNTY DRAINAGE NO.1

BY:_____
RAMON GARCIA, CHAIRMAN OF THE BOARD

_____
Maria Mercado

_____
Gloria Galvan

_____
Norma Iglesias

_____
Rachell Guzman

_____
Reynaldo Alvarez

Rachel Alvarez

CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT - TAX SERVICE

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not Known,
Date: December 8, 2016

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

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

Provider of settlement services	Charge or range of charges
Tax Information and Tax Certificates	$0.00

ACKNOWLEDGMENT

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

HIDALGO COUNTY DRAINAGE NO.1

BY:_____
RAMON GARCIA, CHAIRMAN OF THE BOARD

_____
Maria Mercado

_____
Gloria Galvan

_____
Norma Iglesias

_____
Rachell Guzman

_____
Reynaldo Alvarez

_____
Rachel Alvarez

DISPUTE RESOLUTION BY BINDING ARBITRATION

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

HIDALGO COUNTY DRAINAGE NO.1

BY:_____
RAMON GARCIA, CHAIRMAN OF THE BOARD

_____
Maria Mercado

_____
Gloria Galvan

_____
Norma Iglesias

_____
Rachell Guzman

_____
Reynaldo Alvarez

_____
Rachel Alvarez

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.: 0003161866
SUBJECT PROPERTY: Lot(s): 222 Kelly Pharr

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Maria Mercado, Gloria Galvan, Norma Iglesias, Rachell Guzman, Reynaldo Alvarez, and Rachel Alvarez.
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:

7757 West Military Rd, Mission, TX 78572

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.

_____
Maria Mercado

_____
Gloria Galvan

_____
Norma Iglesias

_____
Rachell Guzman

_____
Reynaldo Alvarez

_____
Rachel Alvarez

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

*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: Maria Mercado
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.

Maria Mercado	Date

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

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: Gloria Galvan
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.

Gloria Galvan

Date

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

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: Norma Iglesias
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	N/A		
☐	☐		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.
☐	☐	☐	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.

Norma Iglesias	Date

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

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: Rachell Guzman
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	N/A		
☐	☐		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.
☐	☐	☐	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.

Rachell Guzman

Date

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

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: Reynaldo Alvarez
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.

Reynaldo Alvarez _____ Date _____

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

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: Rachel Alvarez
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.

Rachel Alvarez

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

_____

Maria Mercado

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

_____

Gloria Galvan

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

_____

Norma Iglesias

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

_____

Rachell Guzman

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

_____

Reynaldo Alvarez

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

_____

Rachel Alvarez

BUYER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003161866

Borrower/Buyer Name(s): HIDALGO COUNTY DRAINAGE NO.1

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

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

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

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

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

HIDALGO COUNTY DRAINAGE NO.1

By:_____
RAMON GARCIA, CHAIRMAN OF THE BOARD Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003161866

Seller Name(s): Maria Mercado

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.:		

_____
Maria Mercado Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003161866

Seller Name(s): Gloria Galvan

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.:		

_____
Gloria Galvan Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003161866

Seller Name(s): Norma Iglesias

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.:		

_____
Norma Iglesias Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003161866

Seller Name(s): Rachell Guzman

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.:		

_____
Rachell Guzman Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003161866

Seller Name(s): Reynaldo Alvarez

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.:		

_____
Reynaldo Alvarez Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003161866

Seller Name(s): Rachel Alvarez

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.:		

_____
Rachel Alvarez Date

MARITAL STATUS AFFIDAVIT

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Maria Mercado, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Maria Mercado and I am the owner of the following described property:

PARCEL 11:

Being a 23,879 square foot or 0.5482 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Map Records, Hidalgo County, Texas, and being out of the East 5 acres of the West 10 acres of said Lot 222, conveyed by Deed, dated January 23, 1976 to Justino Alvarez, as described in Volume 1471, Page 209, of the Deed Records, Hidalgo County, Texas, and being all of Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, and all of McAllen-Pharr Lateral easement, as described in Volume 1713, Page 193, of the Deed Records, Hidalgo County, Texas, said 23,879 square foot or 0.5482 of and acre tract of land being more fully described in 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.

INITIAL:

( ) I was a married person at the time I acquired the herein described property and have remained married continuously since that time to the present.

( ) I was a single person at the time I acquired the herein described property and have remained single continuously since that time to the present.

( ) I became a single person on _____, being the date of my divorce; death of my spouse, etc.. Since that date (i) I have remained single; or, (ii) I remained single until _____ being the date of my marriage to _____. I have remained married to _____ from that day to the present.

( ) I was a single person at the time I acquired the described property, and I remained single continuously from that date until _____, being the date of my marriage to _____. I have remained married to _____ from that day to the present.

I understand that Sierra Title of Hidalgo County, Inc., as a duly authorized agent for Chicago Title Insurance Company, (hereinafter "Title Company") is to issue policy(ies) of title insurance insuring the title to the above described real property. I understand that the Title Company will rely upon, and accepts as true, the representations made in this affidavit. I further hereby indemnify and hold harmless the Title Company for all liability, costs and attorney fees, it may incur as a result of its: (i) reliance upon this affidavit; or, (ii) issuance of a policy or policies of title insurance, either now or in the future, describing the Real Property, or any part thereof, and providing coverage based upon any of the matters set forth herein.

Any ambiguities in this affidavit shall be construed and interpreted in favor of the Title Company. In this affidavit, in order to create a reasonable construction of meaning, where the context so requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and, (iii) the use of any gender shall include all genders.

I am aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title shall be subject to fine(s) or imprisonment, or both. I am also aware that perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service, or pecuniary interest is $20,000.00 or more, but less than $100,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years; (ii) a felony of second degree if the value of the property, service, or pecuniary interest is $100,000.00 or more, but less than $200,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more that 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property, service, or pecuniary interest is in excess of $200,000.00, which is punishable by a fine of not to exceed $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years.

Affiant further saith not.

Witness my hand this the _____ day of December, 2016

_____
Maria Mercado

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

MARITAL STATUS AFFIDAVIT

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Gloria Galvan, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Gloria Galvan and I am the owner of the following described property:

PARCEL 11:

Being a 23,879 square foot or 0.5482 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Map Records, Hidalgo County, Texas, and being out of the East 5 acres of the West 10 acres of said Lot 222, conveyed by Deed, dated January 23, 1976 to Justino Alvarez, as described in Volume 1471, Page 209, of the Deed Records, Hidalgo County, Texas, and being all of Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, and all of McAllen-Pharr Lateral easement, as described in Volume 1713, Page 193, of the Deed Records, Hidalgo County, Texas, said 23,879 square foot or 0.5482 of and acre tract of land being more fully described in 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.

INITIAL:

( ) I was a married person at the time I acquired the herein described property and have remained married continuously since that time to the present.

( ) I was a single person at the time I acquired the herein described property and have remained single continuously since that time to the present.

( ) I became a single person on _____, being the date of my divorce; death of my spouse, etc.. Since that date (i) I have remained single; or, (ii) I remained single until _____ being the date of my marriage to _____. I have remained married to _____ from that day to the present.

( ) I was a single person at the time I acquired the described property, and I remained single continuously from that date until _____, being the date of my marriage to _____. I have remained married to _____ from that day to the present.

I understand that Sierra Title of Hidalgo County, Inc., as a duly authorized agent for Chicago Title Insurance Company, (hereinafter "Title Company") is to issue policy(ies) of title insurance insuring the title to the above described real property. I understand that the Title Company will rely upon, and accepts as true, the representations made in this affidavit. I further hereby indemnify and hold harmless the Title Company for all liability, costs and attorney fees, it may incur as a result of its: (i) reliance upon this affidavit; or, (ii) issuance of a policy or policies of title insurance, either now or in the future, describing the Real Property, or any part thereof, and providing coverage based upon any of the matters set forth herein.

Any ambiguities in this affidavit shall be construed and interpreted in favor of the Title Company. In this affidavit, in order to create a reasonable construction of meaning, where the context so requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and, (iii) the use of any gender shall include all genders.

I am aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title shall be subject to fine(s) or imprisonment, or both. I am also aware that perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service, or pecuniary interest is $20,000.00 or more, but less than $100,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years; (ii) a felony of second degree if the value of the property, service, or pecuniary interest is $100,000.00 or more, but less than $200,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more that 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property, service, or pecuniary interest is in excess of $200,000.00, which is punishable by a fine of not to exceed $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years.

Affiant further saith not.

Witness my hand this the _____ day of December, 2016

_____
Gloria Galvan

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

MARITAL STATUS AFFIDAVIT

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Norma Iglesias, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Norma Iglesias and I am the owner of the following described property:

PARCEL 11:

Being a 23,879 square foot or 0.5482 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Map Records, Hidalgo County, Texas, and being out of the East 5 acres of the West 10 acres of said Lot 222, conveyed by Deed, dated January 23, 1976 to Justino Alvarez, as described in Volume 1471, Page 209, of the Deed Records, Hidalgo County, Texas, and being all of Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, and all of McAllen-Pharr Lateral easement, as described in Volume 1713, Page 193, of the Deed Records, Hidalgo County, Texas, said 23,879 square foot or 0.5482 of and acre tract of land being more fully described in 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.

INITIAL:

( ) I was a married person at the time I acquired the herein described property and have remained married continuously since that time to the present.

( ) I was a single person at the time I acquired the herein described property and have remained single continuously since that time to the present.

( ) I became a single person on _____, being the date of my divorce; death of my spouse, etc.. Since that date (i) I have remained single; or, (ii) I remained single until _____ being the date of my marriage to _____. I have remained married to _____ from that day to the present.

( ) I was a single person at the time I acquired the described property, and I remained single continuously from that date until _____, being the date of my marriage to _____. I have remained married to _____ from that day to the present.

I understand that Sierra Title of Hidalgo County, Inc., as a duly authorized agent for Chicago Title Insurance Company, (hereinafter "Title Company") is to issue policy(ies) of title insurance insuring the title to the above described real property. I understand that the Title Company will rely upon, and accepts as true, the representations made in this affidavit. I further hereby indemnify and hold harmless the Title Company for all liability, costs and attorney fees, it may incur as a result of its: (i) reliance upon this affidavit; or, (ii) issuance of a policy or policies of title insurance, either now or in the future, describing the Real Property, or any part thereof, and providing coverage based upon any of the matters set forth herein.

Any ambiguities in this affidavit shall be construed and interpreted in favor of the Title Company. In this affidavit, in order to create a reasonable construction of meaning, where the context so requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and, (iii) the use of any gender shall include all genders.

I am aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title shall be subject to fine(s) or imprisonment, or both. I am also aware that perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service, or pecuniary interest is $20,000.00 or more, but less than $100,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years; (ii) a felony of second degree if the value of the property, service, or pecuniary interest is $100,000.00 or more, but less than $200,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more that 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property, service, or pecuniary interest is in excess of $200,000.00, which is punishable by a fine of not to exceed $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years.

Affiant further saith not.

Witness my hand this the _____ day of December, 2016

_____
Norma Iglesias

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

MARITAL STATUS AFFIDAVIT

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Rachell Guzman, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Rachell Guzman and I am the owner of the following described property:

PARCEL 11:

Being a 23,879 square foot or 0.5482 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Map Records, Hidalgo County, Texas, and being out of the East 5 acres of the West 10 acres of said Lot 222, conveyed by Deed, dated January 23, 1976 to Justino Alvarez, as described in Volume 1471, Page 209, of the Deed Records, Hidalgo County, Texas, and being all of Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, and all of McAllen-Pharr Lateral easement, as described in Volume 1713, Page 193, of the Deed Records, Hidalgo County, Texas, said 23,879 square foot or 0.5482 of and acre tract of land being more fully described in 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.

INITIAL:

( ) I was a married person at the time I acquired the herein described property and have remained married continuously since that time to the present.

( ) I was a single person at the time I acquired the herein described property and have remained single continuously since that time to the present.

( ) I became a single person on _____, being the date of my divorce; death of my spouse, etc.. Since that date (i) I have remained single; or, (ii) I remained single until _____ being the date of my marriage to _____. I have remained married to _____ from that day to the present.

( ) I was a single person at the time I acquired the described property, and I remained single continuously from that date until _____, being the date of my marriage to _____. I have remained married to _____ from that day to the present.

I understand that Sierra Title of Hidalgo County, Inc., as a duly authorized agent for Chicago Title Insurance Company, (hereinafter "Title Company") is to issue policy(ies) of title insurance insuring the title to the above described real property. I understand that the Title Company will rely upon, and accepts as true, the representations made in this affidavit. I further hereby indemnify and hold harmless the Title Company for all liability, costs and attorney fees, it may incur as a result of its: (i) reliance upon this affidavit; or, (ii) issuance of a policy or policies of title insurance, either now or in the future, describing the Real Property, or any part thereof, and providing coverage based upon any of the matters set forth herein.

Any ambiguities in this affidavit shall be construed and interpreted in favor of the Title Company. In this affidavit, in order to create a reasonable construction of meaning, where the context so requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and, (iii) the use of any gender shall include all genders.

I am aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title shall be subject to fine(s) or imprisonment, or both. I am also aware that perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service, or pecuniary interest is $20,000.00 or more, but less than $100,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years; (ii) a felony of second degree if the value of the property, service, or pecuniary interest is $100,000.00 or more, but less than $200,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more that 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property, service, or pecuniary interest is in excess of $200,000.00, which is punishable by a fine of not to exceed $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years.

Affiant further saith not.

Witness my hand this the _____ day of December, 2016

_____
Rachell Guzman

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

MARITAL STATUS AFFIDAVIT

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Reynaldo Alvarez, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Reynaldo Alvarez and I am the owner of the following described property:

PARCEL 11:

Being a 23,879 square foot or 0.5482 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Map Records, Hidalgo County, Texas, and being out of the East 5 acres of the West 10 acres of said Lot 222, conveyed by Deed, dated January 23, 1976 to Justino Alvarez, as described in Volume 1471, Page 209, of the Deed Records, Hidalgo County, Texas, and being all of Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, and all of McAllen-Pharr Lateral easement, as described in Volume 1713, Page 193, of the Deed Records, Hidalgo County, Texas, said 23,879 square foot or 0.5482 of and acre tract of land being more fully described in 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.

INITIAL:

( ) I was a married person at the time I acquired the herein described property and have remained married continuously since that time to the present.

( ) I was a single person at the time I acquired the herein described property and have remained single continuously since that time to the present.

( ) I became a single person on _____, being the date of my divorce; death of my spouse, etc.. Since that date (i) I have remained single; or, (ii) I remained single until _____ being the date of my marriage to _____. I have remained married to _____ from that day to the present.

( ) I was a single person at the time I acquired the described property, and I remained single continuously from that date until _____, being the date of my marriage to _____. I have remained married to _____ from that day to the present.

I understand that Sierra Title of Hidalgo County, Inc., as a duly authorized agent for Chicago Title Insurance Company, (hereinafter "Title Company") is to issue policy(ies) of title insurance insuring the title to the above described real property. I understand that the Title Company will rely upon, and accepts as true, the representations made in this affidavit. I further hereby indemnify and hold harmless the Title Company for all liability, costs and attorney fees, it may incur as a result of its: (i) reliance upon this affidavit; or, (ii) issuance of a policy or policies of title insurance, either now or in the future, describing the Real Property, or any part thereof, and providing coverage based upon any of the matters set forth herein.

Any ambiguities in this affidavit shall be construed and interpreted in favor of the Title Company. In this affidavit, in order to create a reasonable construction of meaning, where the context so requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and, (iii) the use of any gender shall include all genders.

I am aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title shall be subject to fine(s) or imprisonment, or both. I am also aware that perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service, or pecuniary interest is $20,000.00 or more, but less than $100,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years; (ii) a felony of second degree if the value of the property, service, or pecuniary interest is $100,000.00 or more, but less than $200,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more that 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property, service, or pecuniary interest is in excess of $200,000.00, which is punishable by a fine of not to exceed $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years.

Affiant further saith not.

Witness my hand this the _____ day of December, 2016

_____
Reynaldo Alvarez

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

MARITAL STATUS AFFIDAVIT

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Rachel Alvarez, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Rachel Alvarez and I am the owner of the following described property:

PARCEL 11:

Being a 23,879 square foot or 0.5482 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Map Records, Hidalgo County, Texas, and being out of the East 5 acres of the West 10 acres of said Lot 222, conveyed by Deed, dated January 23, 1976 to Justino Alvarez, as described in Volume 1471, Page 209, of the Deed Records, Hidalgo County, Texas, and being all of Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, and all of McAllen-Pharr Lateral easement, as described in Volume 1713, Page 193, of the Deed Records, Hidalgo County, Texas, said 23,879 square foot or 0.5482 of and acre tract of land being more fully described in 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.

INITIAL:

( ) I was a married person at the time I acquired the herein described property and have remained married continuously since that time to the present.

( ) I was a single person at the time I acquired the herein described property and have remained single continuously since that time to the present.

( ) I became a single person on _____, being the date of my divorce; death of my spouse, etc.. Since that date (i) I have remained single; or, (ii) I remained single until _____ being the date of my marriage to _____. I have remained married to _____ from that day to the present.

( ) I was a single person at the time I acquired the described property, and I remained single continuously from that date until _____, being the date of my marriage to _____. I have remained married to _____ from that day to the present.

I understand that Sierra Title of Hidalgo County, Inc., as a duly authorized agent for Chicago Title Insurance Company, (hereinafter "Title Company") is to issue policy(ies) of title insurance insuring the title to the above described real property. I understand that the Title Company will rely upon, and accepts as true, the representations made in this affidavit. I further hereby indemnify and hold harmless the Title Company for all liability, costs and attorney fees, it may incur as a result of its: (i) reliance upon this affidavit; or, (ii) issuance of a policy or policies of title insurance, either now or in the future, describing the Real Property, or any part thereof, and providing coverage based upon any of the matters set forth herein.

Any ambiguities in this affidavit shall be construed and interpreted in favor of the Title Company. In this affidavit, in order to create a reasonable construction of meaning, where the context so requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and, (iii) the use of any gender shall include all genders.

I am aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title shall be subject to fine(s) or imprisonment, or both. I am also aware that perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service, or pecuniary interest is $20,000.00 or more, but less than $100,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years; (ii) a felony of second degree if the value of the property, service, or pecuniary interest is $100,000.00 or more, but less than $200,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more that 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property, service, or pecuniary interest is in excess of $200,000.00, which is punishable by a fine of not to exceed $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years.

Affiant further saith not.

Witness my hand this the _____ day of December, 2016

_____
Rachel Alvarez

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

MARITAL STATUS AFFIDAVIT

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Reynaldo Alvarez, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Reynaldo Alvarez and I am the owner of the following described property:

PARCEL 11:

Being a 23,879 square foot or 0.5482 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Map Records, Hidalgo County, Texas, and being out of the East 5 acres of the West 10 acres of said Lot 222, conveyed by Deed, dated January 23, 1976 to Justino Alvarez, as described in Volume 1471, Page 209, of the Deed Records, Hidalgo County, Texas, and being all of Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, and all of McAllen-Pharr Lateral easement, as described in Volume 1713, Page 193, of the Deed Records, Hidalgo County, Texas, said 23,879 square foot or 0.5482 of and acre tract of land being more fully described in 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.

INITIAL:

( ) I was a married person at the time I acquired the herein described property and have remained married continuously since that time to the present.

( ) I was a single person at the time I acquired the herein described property and have remained single continuously since that time to the present.

( ) I became a single person on _____, being the date of my divorce; death of my spouse, etc.. Since that date (i) I have remained single; or, (ii) I remained single until _____ being the date of my marriage to _____. I have remained married to _____ from that day to the present.

( ) I was a single person at the time I acquired the described property, and I remained single continuously from that date until _____, being the date of my marriage to _____. I have remained married to _____ from that day to the present.

I understand that Sierra Title of Hidalgo County, Inc., as a duly authorized agent for Chicago Title Insurance Company, (hereinafter "Title Company") is to issue policy(ies) of title insurance insuring the title to the above described real property. I understand that the Title Company will rely upon, and accepts as true, the representations made in this affidavit. I further hereby indemnify and hold harmless the Title Company for all liability, costs and attorney fees, it may incur as a result of its: (i) reliance upon this affidavit; or, (ii) issuance of a policy or policies of title insurance, either now or in the future, describing the Real Property, or any part thereof, and providing coverage based upon any of the matters set forth herein.

Any ambiguities in this affidavit shall be construed and interpreted in favor of the Title Company. In this affidavit, in order to create a reasonable construction of meaning, where the context so requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and, (iii) the use of any gender shall include all genders.

I am aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title shall be subject to fine(s) or imprisonment, or both. I am also aware that perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service, or pecuniary interest is $20,000.00 or more, but less than $100,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years; (ii) a felony of second degree if the value of the property, service, or pecuniary interest is $100,000.00 or more, but less than $200,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more that 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property, service, or pecuniary interest is in excess of $200,000.00, which is punishable by a fine of not to exceed $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years.

Affiant further saith not.

Witness my hand this the _____ day of December, 2016

_____
Reynaldo Alvarez

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: **0003161866**

SELLER (whether one or more): **Maria Mercado, Gloria Galvan, Norma Iglesias, Rachell Guzman, Reynaldo Alvarez, and Rachel Alvarez**

BUYER (whether one or more): **HIDALGO COUNTY DRAINAGE NO.1**

LENDER:

PROPERTY: Not Known,

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

Buyer's Initials

_____

_____

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

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

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

Buyer's Initials

_____

_____

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

Buyer's Initials

_____

_____

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

Buyer's Initials

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

Seller's Initials | Buyer's Initials

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

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

Buyer's Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65). NO TAX PRORATIONS EXEMPT

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. N/A

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

_____
Maria Mercado

_____
Gloria Galvan

_____
Norma Iglesias

_____
Rachell Guzman

_____
Reynaldo Alvarez

_____
Rachel Alvarez

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

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COUNTY OF HIDALGO

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STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

BUYER SIGNATURE

HIDALGO COUNTY DRAINAGE NO.1

BY:_____
RAMON GARCIA, CHAIRMAN OF THE BOARD

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Chicago Title Insurance Company** ("Title Insurer")

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

RE: Maria Mercado, Gloria Galvan, Norma Iglesias, Rachell Guzman, Reynaldo Alvarez, and Rachel Alvarez to HIDALGO COUNTY DRAINAGE NO.1

GF (File) No.: **0003161866**

Land: **PARCEL 11:**

Being a 23,879 square foot or 0.5482 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Map Records, Hidalgo County, Texas, and being out of the East 5 acres of the West 10 acres of said Lot 222, conveyed by Deed, dated January 23, 1976 to Justino Alvarez, as described in Volume 1471, Page 209, of the Deed Records, Hidalgo County, Texas, and being all of Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, and all of McAllen-Pharr Lateral easement, as described in Volume 1713, Page 193, of the Deed Records, Hidalgo County, Texas, said 23,879 square foot or 0.5482 of and acre tract of land being more fully described in 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: December 8, 2016

Signature:

HIDALGO COUNTY DRAINAGE NO.1

BY:_____
RAMON GARCIA, CHAIRMAN OF THE BOARD

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

OMB No. 1545-0997

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

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

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003161866

SELLER/TRANSFEROR'S NAME AND ADDRESS
Maria Mercado
7757 West Military Rd
Mission, TX 78572

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
12/08/16	169.00		0.00

3) Address or Legal Description:
Not Known

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

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

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

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Maria Mercado _____ Date

_____ Date

INSTRUCTIONS FOR TRANSFEROR:

You MUST enter your Federal Tax Identification Number Above.

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

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

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if **all** the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

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

Transferor's identification number. For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.
Account number. May show an account or other unique number the filer assigned to distinguish your account.
Box 1. Shows the date of closing.
Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See *Box 4*.
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Department of the Treasury - Internal Revenue Service

SUBSTITUTE FORM 1099-S
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FOR THE TAX YEAR: 2016

OMB No. 1545-0997

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

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

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003161866

SELLER/TRANSFEROR'S NAME AND ADDRESS
Gloria Galvan
310 Hester Lot 101
Donna, TX 78537

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
12/08/16	169.00		0.00

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I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

_____ _____
Gloria Galvan Date

_____ _____
Date

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FOR THE TAX YEAR: 2016

OMB No. 1545-0997

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

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

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003161866

SELLER/TRANSFEROR'S NAME AND ADDRESS
Norma Iglesias
5706 North 1st Street
McAllen, TX 78504

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
12/08/16	169.00		0.00

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Norma Iglesias _____ Date _____

_____ Date _____

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

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003161866

SELLER/TRANSFEROR'S NAME AND ADDRESS
Rachell Guzman
310 Hester Lot 13
Donna, TX 78537

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
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Rachell Guzman _____ Date _____

_____ Date _____

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Department of the Treasury - Internal Revenue Service

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

OMB No. 1545-0997

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

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

Filer's Federal Tax ID Number: 74-1649949
Order Number: 0003161866

SELLER/TRANSFEROR'S NAME AND ADDRESS
Reynaldo Alvarez
4304 South Las Nubes
Pharr, TX 78577

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) Buyer's part of real estate tax:
12/08/16	169.00		0.00

3) Address or Legal Description:
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Reynaldo Alvarez _____ Date

_____ Date

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Sierra Title of Hidalgo County, Inc.

3401 N. 10th Street
McAllen, TX 78501
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SELLER/TRANSFEROR'S NAME AND ADDRESS
Rachel Alvarez
4304 South Las Nubes
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3) Address or Legal Description:
Not Known

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

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

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

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Rachel Alvarez _____ Date _____

_____ Date _____

INSTRUCTIONS FOR TRANSFEROR:

You MUST enter your Federal Tax Identification Number Above.

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

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

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if **all** the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

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

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

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

AFFIDAVIT
Not Same Person
Seller

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared to me well known to be a credible person and who, after being duly sworn on his oath stated:

My full name is: Maria Mercado

I reside at: 7757 West Military Rd, Mission, TX 78572

I own the following described property, situated in

see exhibit attached

There appears of record in the Office of the County Clerk of Hidalgo County, the following Abstracts of Judgment and/or Tax Liens:

Abstract of Judgment dated February 28, 2012 filed for record in the Office of the County Clerk of Hidalgo County, Texas, on July 9, 2015, under Clerk's File No. 2626948, styled Discover Bank vs. Maria Leticia Mercado in the amount of $11,075.28, plus costs and interest.

I am not the same person as the Judgment Debtor in any of the foregoing Abstracts of Judgment or the taxpayer in any of the Tax Liens.

I do not have any outstanding unpaid judgments, Federal Tax Liens or State Tax Liens appearing of record against me in Hidalgo, County, .

My Social Security No. is _____.

My Driver's License No. is . _____

I am making this statement under oath in order to induce Chicago Title Insurance Company to issue its title policy covering the above described property without exception to said Abstracts of Judgment and/or Tax Liens.

EXECUTED THIS _____ DAY OF DECEMBER, 2016.

_____
Maria Mercado

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

The State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Maria Mercado known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of December, 2016.

_____
Notary Public in and For the State of Texas

AFFIDAVIT
Not Same Person
Seller

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared to me well known to be a credible person and who, after being duly sworn on his oath stated:

My full name is: Norma Iglesias

I reside at: 5706 North 1st Street, McAllen, TX 78504

I own the following described property, situated in

SEE EXHIBIT ATTACHED

There appears of record in the Office of the County Clerk of Hidalgo County, the following Abstracts of Judgment and/or Tax Liens:

Abstract of Judgment dated May 9, 2014 filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 5, 2014, under Clerk's File No. 2536980, styled Midland Funding, L.L.C. vs. Norma Iglesias in the amount of $1,895.82, plus costs and interest.

I am not the same person as the Judgment Debtor in any of the foregoing Abstracts of Judgment or the taxpayer in any of the Tax Liens.

I do not have any outstanding unpaid judgments, Federal Tax Liens or State Tax Liens appearing of record against me in Hidalgo, County, .

My Social Security No. is _____.

My Driver's License No. is . _____

I am making this statement under oath in order to induce Chicago Title Insurance Company to issue its title policy covering the above described property without exception to said Abstracts of Judgment and/or Tax Liens.

EXECUTED THIS _____ DAY OF DECEMBER, 2016.

_____
Norma Iglesias

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

The State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Norma Iglesias known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of December, 2016.

_____
Notary Public in and For the State of Texas

AFFIDAVIT
Not Same Person
Seller

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared to me well known to be a credible person and who, after being duly sworn on his oath stated:

My full name is: Maria Mercado

I reside at: 7757 West Military Rd, Mission, TX 78572

I own the following described property, situated in

see exhibit attached

There appears of record in the Office of the County Clerk of Hidalgo County, the following Abstracts of Judgment and/or Tax Liens:

Abstract of Judgment dated February 28, 2012 filed for record in the Office of the County Clerk of Hidalgo County, Texas, on July 9, 2015, under Clerk's File No. 2626948, styled Discover Bank vs. Maria Leticia Mercado in the amount of $11,075.28, plus costs and interest.

I am not the same person as the Judgment Debtor in any of the foregoing Abstracts of Judgment or the taxpayer in any of the Tax Liens.

I do not have any outstanding unpaid judgments, Federal Tax Liens or State Tax Liens appearing of record against me in Hidalgo, County, .

My Social Security No. is IN FILE.

My Driver's License No. is . IN FILE

I am making this statement under oath in order to induce Chicago Title Insurance Company to issue its title policy covering the above described property without exception to said Abstracts of Judgment and/or Tax Liens.

EXECUTED THIS _____ DAY OF DECEMBER, 2016.

_____
Maria Mercado

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

The State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Maria Mercado known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of December, 2016.

_____
Notary Public in and For the State of Texas

AFFIDAVIT
Not Same Person
Seller

G.F. NO.: 0003161866

State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared to me well known to be a credible person and who, after being duly sworn on his oath stated:

My full name is: Norma Iglesias

I reside at: 5706 North 1st Street, McAllen, TX 78504

I own the following described property, situated in

SEE EXHIBIT ATTACHED

There appears of record in the Office of the County Clerk of Hidalgo County, the following Abstracts of Judgment and/or Tax Liens:

Abstract of Judgment dated May 9, 2014 filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 5, 2014, under Clerk's File No. 2536980, styled Midland Funding, L.L.C. vs. Norma Iglesias in the amount of $1,895.82, plus costs and interest.

I am not the same person as the Judgment Debtor in any of the foregoing Abstracts of Judgment or the taxpayer in any of the Tax Liens.

I do not have any outstanding unpaid judgments, Federal Tax Liens or State Tax Liens appearing of record against me in Hidalgo, County, .

My Social Security No. is IN FILE.

My Driver's License No. is . IN FILE

I am making this statement under oath in order to induce Chicago Title Insurance Company to issue its title policy covering the above described property without exception to said Abstracts of Judgment and/or Tax Liens.

EXECUTED THIS _____ DAY OF DECEMBER, 2016.

_____
Norma Iglesias

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this _____ day of _____, 2016 by _____.

_____
Notary Public, State of Texas

The State of Texas
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Norma Iglesias known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of December, 2016.

_____
Notary Public in and For the State of Texas

AI -59393 **10.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Agreement for Temporary Construction Easement – ROSENDO VARGAS, Lot 1, Loma Verde Subdivision No.3 , Hidalgo County, Texas, as per plat recorded in instrument number 2462682, Map Records of Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

Attachments

Temp Const Easement Vargas

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Jaime Salazar Started On: 04/12/2017 05:03 PM

Final Approval Date: 04/13/2017

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

TEMPORARY CONSTRUCTION EASEMENT

COUNTY OF HIDALGO

STATE OF TEXAS

That ROSENDO VARGAS of Hidalgo County, Texas, hereinafter referred to as Grantor, whether one or more, for an in consideration of the sum of Ten and No/100 dollars ($10.00) and other good and valuable consideration to Grantor in had paid by the Hidalgo County Drainage District No. 1, receipt of which is hereby acknowledged, by these presents Grant, Bargain, Sell and Convey unto the Hidalgo County Drainage District No. 1, a temporary construction easement for the purpose of constructing a storm sewer line in, along, upon and across the property located in the County of Hidalgo, State of Texas more particularly described in Exhibit "A" and Exhibit "B", which is attached hereto and incorporated herein for any and all purposes.

This easement shall terminate upon the completion of the construction of the storm sewer line on the property described in Exhibit "A" and Exhibit "B", or the sale of the real property burdened by the easement by Grantor herein to a third party, whichever occurs sooner.

TO HAVE AND TO HOLD unto the said Hidalgo County Drainage District No. 1 as aforesaid, for the purpose and on the conditions set forth herein above, the real property described in said Exhibit "A" and Exhibit "B",

IN WITNESS WHEREOF, this instrument is executed on this 31st day of March, 2017.

Grantor: Rosendo Vargas

By: _____

Print Name: Rosendo Vargas

Title: Owner

Grantee: Hidalgo County Drainage District No. 1

By: _____

Print Name: Ramon Garcia

Title: Chairman of the Board

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on March 31, 2017 by Rosendo Vargas, of N/A on behalf of said N/A.

Francisca Garza

Notary Public, State of Texas

CORPORATION ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on _____, 2017, by Ramon Garcia, Chairman of the Board of Hidalgo County Drainage District No. 1, on behalf of said corporation.

_____

Notary Public, State of Texas

EXHIBIT "A"

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

METES AND BOUNDS

PROJECT: HIDALGO COUNTY DRAINAGE DISTRICT No.1 J-14 DRAIN DITCH
25.0' TEMPORARY WORKING EASEMENT
LOT 1, LOMA VERDE SUBDIVISION No.3
PROPERTY OWNER: ROSENDO VARGAS

A 0.314 ACRE TRACT OF LAND BEING THE SOUTH 25.00 FEET OF THE NORTH 40.00 FEET OF LOT 1, LOMA VERDE SUBDIVISION No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2462682, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2475406, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 1 AND ON THE EAST RIGHT OF WAY LINE OF SUNFLOWER ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 09°20' W, 15.00 FEET FROM THE NORTHWEST CORNER OF LOT 1.

THENCE; S 80°40' E, A DISTANCE OF 546.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 1 FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20' W, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40' W, A DISTANCE OF 546.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 1 AND ON THE EAST RIGHT OF WAY LINE OF SUNFLOWER ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20' E, ALONG THE WEST LINE OF LOT 1 AND THE EAST RIGHT OF WAY LINE OF SUNFLOWER ROAD, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.314 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOMA VERDE SUBDIVISION No.3, RECORDED IN INSTRUMENT NUMBER 2462682, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: MARCH 29, 2017

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

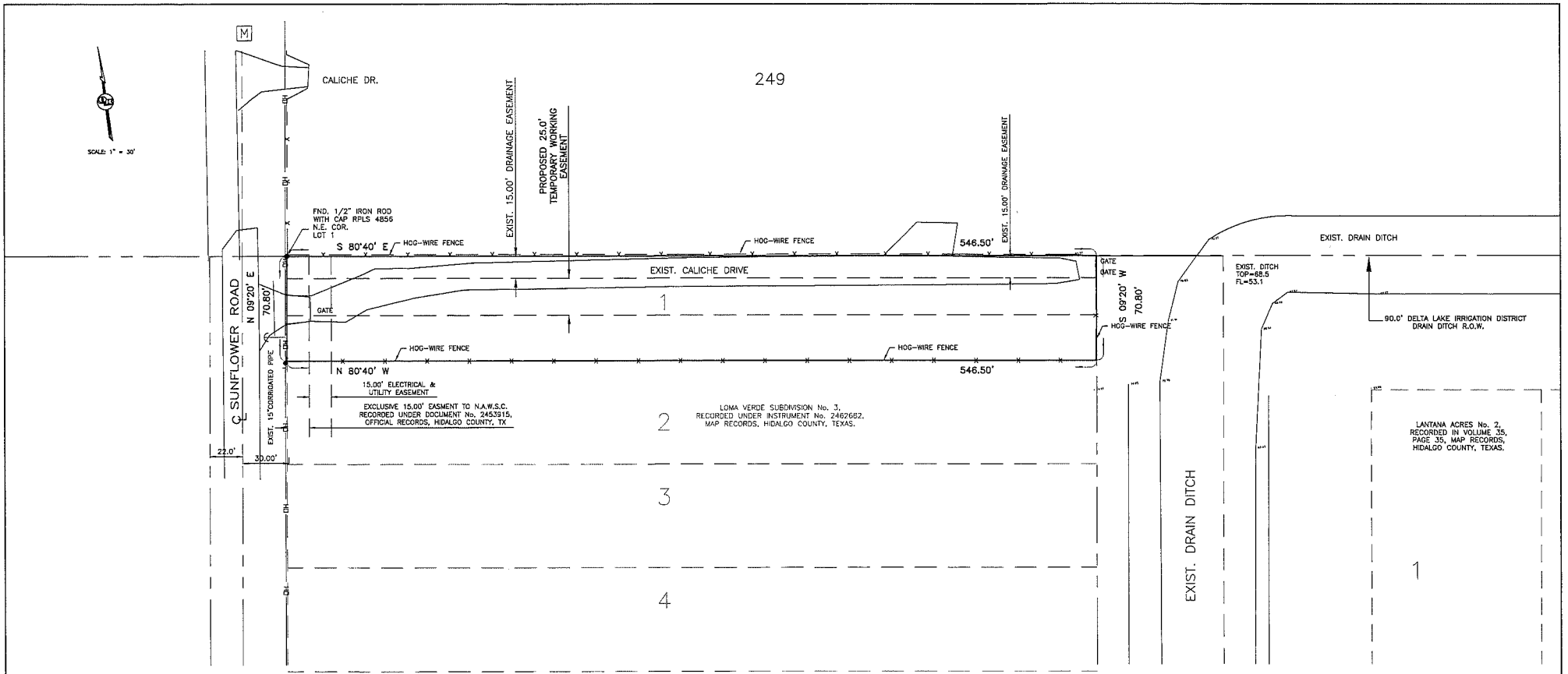

EXHIBIT "B"

PROJECT: HIDALGO COUNTY DRAINAGE DISTRICT No.1
J-14 DRAIN
TEMPORARY 25.0' WORKING EASEMENT
LOT 1, LOMA VERDE SUBDIVISION No. 3, RECORDED UNDER INSTRUMENT No. 2462682, MAP RECORDS, HIDALGO COUNTY, TEXAS.

VOL. 6 PAGE 28
SURVEYED MARCH 28, 2017
ADDRESS
OWNER
JOB No.
BOOK No. PAGE
Z:\eds\PROJECTS\J-HIDALGO COUNTY\H200 No 1\Border Town Subdivision Master Drainage\DWG. FILES\LOMA VERDE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

4-6-17
DATE

AI -59403 **11.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to reclassify M&O Slot 102 Truck Driver III to Truck Driver IV and set salary at $36,455.
B. Request approval to create 1 Truck Driver V position and set salary at $42,521 and 1 Engineering Technician III at $39,371.
C. Request approval to create 10 Temporary Maintenance I positions not to exceed 880 working hours and set Hourly rate at $12.88.
D. Approval of Revised Salary Schedule and Budget Amendments to fund reclassification of Slot 102 and new positions as noted in items A, B, and C in the amount of $242,364.15

BACKGROUND

Fiscal Impact

Attachments

Budget Amendment Truck Diver IV
Budget Amendment Truck Driver V
Budget Amendment Engineering Tech III
Budget Amendment Temp Maintenance I
ss

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Alvaro Chuc Started On: 04/13/2017 09:04 AM

Final Approval Date: 04/13/2017

DATE	**4/18/2017**
DEPARTMENT HEAD	Raúl E. Sesin, P.E., CFM
DEPARTMENT NAME	Hidalgo County Drainage Distrirct
ACCOUNT NUMBER	**17-110-433-006-41130-000-000**

General Fund

SUBJECT: **Budget Amendment**

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

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

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
17-110-433-006-41130-000-000	Salaries F/T Employees	$ 24,424.90
17-110-433-006-42110-000-000	Health	$ 4,200.00
17-110-433-006-42120-000-000	Life	$ 29.04
17-110-433-006-42200-000-000	FICA	$ 1,868.50
17-110-433-006-42300-000-000	Retirement	$ 3,072.65
17-110-433-006-42500-000-000	Unemployment	$ 92.81
17-110-433-006-42600-000-000	Worker's Compensation	$ 1,470.38

DATE	**4/18/2017**
DEPARTMENT HEAD	Raúl E. Sesin, P.E., CFM
DEPARTMENT NAME	Hidalgo County Drainage Distrirct
ACCOUNT NUMBER	**17-110-433-006-41130-000-000**

General Fund

SUBJECT: **Budget Amendment**

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

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

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
17-110-433-006-41130-000-000	Salaries F/T Employees	$ 28,489.10
17-110-433-006-42110-000-000	Health	$ 4,200.00
17-110-433-006-42120-000-000	Life	$ 29.04
17-110-433-006-42200-000-000	FICA	$ 2,179.41
17-110-433-006-42300-000-000	Retirement	$ 3,583.93
17-110-433-006-42500-000-000	Unemployment	$ 108.26
17-110-433-006-42600-000-000	Worker's Compensation	$ 1,715.04

DATE	**4/18/2017**
DEPARTMENT HEAD	Raúl E. Sesin, P.E., CFM
DEPARTMENT NAME	Hidalgo County Drainage Distrirct
ACCOUNT NUMBER	**17-110-433-006-41130-000-000**

General Fund

SUBJECT: **Budget Amendment**

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

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

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
17-110-433-006-41130-000-000	Salaries F/T Employees	$ 26,378.60
17-110-433-006-42110-000-000	Health	$ 4,200.00
17-110-433-006-42120-000-000	Life	$ 29.04
17-110-433-006-42200-000-000	FICA	$ 2,017.96
17-110-433-006-42300-000-000	Retirement	$ 3,318.42
17-110-433-006-42500-000-000	Unemployment	$ 100.24
17-110-433-006-42600-000-000	Worker's Compensation	$ 1,587.99
	TOTAL BUDGET INCREASE REQUEST	**$ 37,632.25**

REASON: Budget Amendment needed to fund Engineering Technician III position for remainder of 2017
04-18-2017 Board of Direrectors meeting

Lon Burnam
Department Head

4-18-2017
DATE

Board Of Directors

DATE

DATE	**4/18/2017**
DEPARTMENT HEAD	Raúl E. Sesin, P.E., CFM
DEPARTMENT NAME	Hidalgo County Drainage Distrirct
ACCOUNT NUMBER	**17-110-433-006-41140-000-000**

General Fund

SUBJECT: **Budget Amendment**

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

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

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
17-110-433-006-41140-000-000	Salaries Part-Time Employees	$ 113,344.00
17-110-433-006-42200-000-000	FICA	$ 8,670.82
17-110-433-006-42500-000-000	Unemployment	$ 430.71
17-110-433-006-42600-000-000	Worker's Compensation	$ 6,823.31

HIDALGO COUNTY DRAINAGE DISTRICT #1

2017 SALARY SCHEDULE - ADMINISTRATION BUDGET 003

January 1, 2017

SLOT	POSITION TITLE	2017 BUDGETED SALARY	G/S
1	ACCOUNTANT IV	$ 53,565.00	G14-S1
2	ACCOUNTANT III	$ 45,923.00	G12-S1
3	ACCOUNTS PAYABLE SPECIALIST II	$ 34,936.00	G8-S2
4	OPERATIONS MANAGER	$ 74,562.00	G17-S4
5	EXECUTIVE ASSISTANT I	$ 45,497.00	G11-S3
6	ADMINISTRATIVE ASSISTANT II	$ 38,256.00	G6-S10
7	PROCUREMENT MANAGER	$ 57,315.00	G12-S3
8	ADMINISTRATIVE ASSISTANT II	$ 28,940.00	G6-S1
9	ACCOUNTS PAYABLE SPECIALIST III	$ 40,790.00	G10-S1
10	CUSTODIAN I	$ 23,777.00	G3-S2
11	GENERAL MANAGER	$ 195,700.00	N/A
12	CHIEF FINANCIAL OFFICER	$ 86,969.00	G19-S4
13	ENGINEERING TECH IV	$ 56,795.00	G10-11
14	ENGINEER III	$ 85,000.00	G20-S1
15	IT MANAGER	$ 57,850.00	G15-S1
16	HUMAN RESOURCES SPECIALIST I	$ 45,923.00	G12-S1
17	ACCOUNTING SUPERVISOR	$ 62,478.00	G16-S1
18	Information Technology Technician V	$ 50,744.00	
		$ 1,085,020.00	

HIDALGO COUNTY DRAINAGE DISTRICT #1

2017 SALARY SCHEDULE - MAINTENANCE - BUDGET 006

AS OF JANUARY 1, 2017

SLOT	POSITION TITLE	2017 BUDGETED SALARY	G/S
1	INVENTORY SPECIALIST II	$ 30,966.00	G6-S3
2	ASSISTANT TIRE MECHANIC	$ 34,537.00	G7-S4
3	ASSISTANT FIELD SUPERVISOR	$ 39,371.00	G10-S1
4	EQUIPMENT OPERATOR I	$ 30,548.00	G5-S5
5	EQUIPMENT OPERATOR I	$ 30,548.00	G5-S5
6	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
7	ASSISTANT FIELD SUPERVISOR	$ 39,371.00	G10-S1
8	EQUIPMENT OPERATOR III	$ 36,455.00	G9-S1
9	EQUIPMENT OPERATOR III	$ 36,455.00	G9-S1
10	EQUIPMENT OPERATOR III	$ 36,455.00	G9-S1
11	EQUIPMENT OPERATOR II	$ 33,443.00	G7-S3
12	EQUIPMENT OPERATOR IV	$ 42,835.00	G9-S6
13	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
14	ASSISTANT FIELD OPERATIONS DIRECT(	$ 62,478.00	G16-S1
15	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
16	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
17	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
18	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
19	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
20	EQUJIPMENT OPERATOR III	$ 42,835.00	G9-S6
21	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
22	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
23	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
24	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
25	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
26	EQUIPMENT OPERATOR III	$ 42,835.00	G9-S6
27	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
28	EQUIPMENT OPERATOR IV	$ 44,009.00	G11-S2
29	FIELD SUPERVISOR I	$ 53,958.00	G12-6
30	FIELD OPERATIONS DIRECTOR	$ 78,704.00	G19-S1
31	FIELD SUPERVISOR I	$ 49,137.00	G12-S3
32	FIELD SUPERVISOR I	$ 49,137.00	G12-S3
33	FIELD SUPERVISOR I	$ 49,137.00	G12-S3
34	FIELD SUPERVISOR I	$ 49,137.00	G12-S3
35	FLEET SPECIALIST	$ 49,137.00	G12-S3
36	FIELD SUPERVISOR I	$ 49,137.00	G12-S3
37	INVENTORY SPECIALIST II	$ 31,979.00	G6-S4
38	MAINTENANCE III	$ 31,255.00	G7-S1
39	MAINTENANCE III	$ 31,255.00	G7-S1
40	MAINTENANCE II	$ 29,610.00	G5-S4
41	MAINTENANCE II	$ 29,610.00	G5-S4
42	MAINTENANCE II	$ 29,610.00	G5-S4

SLOT	POSITION TITLE	2017 BUDGETED SALARY	G/S
43	MAINTENANCE III	$ 31,255.00	G7-S1
44	MAINTENANCE III	$ 31,255.00	G7-S1
45	MAINTENANCE II	$ 29,610.00	G5-S4
46	EQUIPMENT OPERATOR III	$ 36,455.00	G9-S1
47	MAINTENANCE II	$ 29,610.00	G5-S4
48	MAINTENANCE II	$ 29,610.00	G5-S4
49	MAINTENANCE III	$ 31,255.00	G7-S1
50	MAINTENANCE III	$ 31,255.00	G7-S1
51	MAINTENANCE II	$ 29,610.00	G5-S4
52	MAINTENANCE II	$ 29,610.00	G5-S4
53	MAINTENANCE III	$ 31,255.00	G7-S6
54	MAINTENANCE II	$ 29,610.00	G5-S4
55	MAINTENANCE II	$ 29,610.00	G5-S4
56	MAINTENANCE II	$ 29,610.00	G5-S4
57	MAINTENANCE II	$ 29,610.00	G5-S4
58	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
59	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
60	EQUIPMENT OPERATOR III	$ 40,283.00	G9-S4
61	MAINTENANCE II	$ 29,610.00	G5-S4
62	MECHANIC III	$ 38,479.00	G8-S5
63	MECHANIC III	$ 38,479.00	G8-S5
64	MECHANIC III	$ 38,479.00	G8-S5
65	MECHANIC IV	$ 39,371.00	G10-S1
66	EQUIPMENT OPERATOR III	$ 40,283.00	G9-S3
67	MAINTENANCE IV	$ 31,255.00	G7-S1
68	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
69	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
70	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
71	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
72	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
73	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
74	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
75	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
76	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
77	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
78	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
79	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
80	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
81	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
82	EQUIPMENT OPERATOR I	$ 31,255.00	G7-S1
83	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
84	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
85	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
86	EQUIPMENT OPERATOR II	$ 31,255.00	G7-S1
87	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4

SLOT	POSITION TITLE	2017 BUDGETED SALARY	G/S
88	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
89	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
90	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
91	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
92	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
93	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
94	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
95	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
96	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
97	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
98	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S3
99	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S3
100	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
101	EQUIPMENT OPERATOR I	$ 29,610.00	G5-S4
102	TRUCK DRIVER IV	$ 36,455.00	G7-S3
103	TRUCK DRIVER III	$ 32,577.00	G7-S2
104	WELDER SPECIALIST III	$ 42,835.00	G9-S6
105	WELDER SPECIALIST III	$ 42,835.00	G9-S6
106	EQUIPMENT OPERATOR III	$ 37,731.00	G9-S2
107	PROCUREMENT SPECIALIST II	$ 36,455.00	G9-S1
108	ENGINEER III	$ 85,000.00	G20-S1
109	ENGINEERING TECH IV	$ 45,923.00	G12-S1
110	SURVEYING TECH II	$ 39,371.00	G10-S1
121	ASSISTANT FIELD SUPERVISOR	$ 44,883.00	G10-S5
122	MECHANIC III	$ 36,455.00	G9-S1
123	MECHANIC III	$ 36,455.00	G9-S1
124	MECHANIC III	$ 36,455.00	G9-S1
125	HEAD MECHANIC I	$ 45,923.00	G12-S1
126	TIRE REPAIR SPECIALIST	$ 31,255.00	G7-S1
127	ASSISTANT FIELD OPERATIONS DIRECT(	$ 62,478.00	G16-S1
128	SAFETY OFFICER II	$ 45,923.00	G12-S1
129	CONSTRUCTION INSPECTOR	$ 46,261.00	G10-S6
130	CONSTRUCTION INSPECTOR	$ 39,371.00	G10-S1
131	ASSISTANT FIELD SUPERVISOR	$ 39,371.00	G12-S1
132	SURVEYING TECH II	$ 46,261.00	G10-S6
133	ADMINISTRATIVE ASSISTANT III	$ 39,660.00	G6-S1
134	MAINTENANCE II	$ 29,610.00	G5-S4
135	MAINTENANCE II	$ 29,610.00	G5-S4
136	MAINTENANCE II	$ 29,610.00	G5-S4
137	MAINTENANCE II	$ 29,610.00	G5-S4
138	MAINTENANCE II	$ 29,610.00	G5-S4
139	MAINTENANCE II	$ 29,610.00	G5-S4
140	MAINTENANCE II	$ 29,610.00	G5-S4

SLOT	POSITION TITLE	2016 BUDGETED SALARY	G/S
141	MAINTENANCE II	$ 29,610.00	G5-S4
142	ROW & UTILITY COORDINATOR	$ 45,923.00	G12-S1
143	ENGINEERING TECH IV	$ 45,923.00	G12-S1
144	ENGINEERING TECH III	$ 39,371.00	G10-S1
145	TRUCK DRIVER V	$ 42,521.00	G11-S1
		$ 4,946,799.00	

SLOT	POSITION TITLE	2017 BUDGETED SALARY	G/S
111	TRUCK DRIVER III	$ 31,255.00	G7-S1
112	TRUCK DRIVER III	$ 31,255.00	G7-S1
113	TRUCK DRIVER III	$ 31,255.00	G7-S1
114	TRUCK DRIVER III	$ 31,255.00	G7-S1
115	TRUCK DRIVER III	$ 31,255.00	G7-S1
116	TRUCK DRIVER III	$ 31,255.00	G7-S1
117	TRUCK DRIVER III	$ 31,255.00	G7-S1
118	TRUCK DRIVER III	$ 31,255.00	G7-S1
119	TRUCK DRIVER III	$ 31,255.00	G7-S1
120	TRUCK DRIVER III	$ 31,255.00	G7-S1
		$ 312,550.00	
	TOTAL COLA/ADJUSTMENTS:	6,344,369.00	

Temporary Slots

SLOT	POSITION TITLE	2017 BUDGETED SALARY	G/S
1	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1
2	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1
3	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1
4	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1
5	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1
6	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1
7	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1
8	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1
9	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1
10	TEMP-MAINTENANCE I	$ 10,407.00	G5-S1

AI -59412 **12.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of final negotiated Professional Services Contract with Leonel Garza Jr. & Associates, LLC (Contract No. C-HCDD1-17-027-04-18) as it relates to on-call Appraisal Services for Hidalgo County Drainage District No. 1. Approved for negotiations by HCDD1 Board of Directors on April 5th, 2017. (Subject to Legal Review and compliance to Form 1295)

BACKGROUND

Fiscal Impact

Attachments

Leonel Garza Jr. Appraisal Svcs Agreement

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Moises Salazar Started On: 04/13/2017 10:12 AM

Final Approval Date: 04/13/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-HCDD1-17-027-04-18

THIS AGREEMENT is made effective the **18th** day of **April , 2017**, by and between the **Hidalgo County Drainage District No. 1, County of Hidalgo, Texas** ("District") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the District requires services for: **The Fair Market Value Appraisal Services (on call on as needed basis) in connection with Acquisition of Land, Rights of Way, Easements, Condemnations, and Disposition of County Owned Property located within Hidalgo County and Hidalgo County Drainage District No. 1 Master Drainage System** and;

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

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

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

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

WHEREAS, the District has selected the Appraiser to provide the review appraisal services within the County of Hidalgo, Texas in accordance to Exhibit A, Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

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

1. Scope of Services. Appraiser agrees to provide to District **The Fair Market Value Appraisals (on call on as needed basis) in connection with Acquisition of Land, Rights of Way, Easements, Condemnations, and Disposition of County owned Property located within Hidalgo County and Hidalgo County Drainage District No. 1 Master Drainage System** located within District as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the purchase order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by District. Further, in the event that it is demonstrated by Appraiser that Hidalgo District has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice t the Purchasing Department to authorize and to secure additional time to comply.

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

3. Term. This Contract is for a period of **one (1) year**, effective **April 18, 2017** and will expire **April 17, 2018** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the District for each "Purchase Order".

4. Compensation. As consideration for rendering the Services provided for in this Contract, the District agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests

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

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

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

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

as specified.

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

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

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

8.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

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

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County Drainage District No. 1 policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the

foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County Drainage District No. 1, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County Drainage District No. 1, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** District may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (3) days prior written notice to the other party.

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

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

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

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

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

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

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

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

20. **Notices.** Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail,

return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Hidalgo County Drainage District No.1 902 N. Doolittle Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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

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

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

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

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

25. **Commitment of Current Revenues Only**. In the event that, during any term hereof,

the District Board of Directors does not appropriate sufficient funds to meet the obligations of District under this Agreement, District may terminate this Agreement upon ten (10) days written notice to Contractor. District agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of District pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

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

EXECUTED as of the day and year first written above.

APPROVED BY DISTRICT BOARD OF DIRECTORS on: _____, 2017.

APPROVED AS TO FORM:

Atlas,Hall & Rodriguez L.L.P

By:_____

HIDALGO COUNTY DRAINAGE DISTRICT No.1

By:_____
Ramon Garcia, Chairman

APPRAISER:

NAME: _____

By: _____

Printed Name:_____

Title:_____

EXHIBIT "A"
Services to be provided by Appraiser

A. Scope of Appraisal Services

1. All appraisals performed shall be based on a Market Value determined by analyzing comparable sales, cost and rental information in the surrounding markets. The specified originals and copies shall be included with each report unless otherwise stated. Texas State Law and USPAP Require that all persons who have had a significant role in the appraisal process must sign the report who are licensed. Four additional copies will be furnished.

2. All photographs taken are done by the primary appraiser. These are original photographs done in a digital format, with either DSLR Cameras and or iphone with a date and time stamp on the file for future verification of the origination of the photo. Digital photography provided meta data to the origination of the photo that the conventional photography could not provide. This method is utilized by all State and Local Governments for appraisal request including the Texas Department of Transportation and the Texas Attorney Generals Office. All comparable sales must be within a two year time frame. If any sales which have occurred prior to the two year limit, they must be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area, regional, plat, and flood maps will be included and clearly labeled for the subject property.

4. All reports shall be completed using the current USPAP requirements from the date of order. USPAP has made multiple modifications from 2009 of which "Self Contained Narrative Report" no longer exist within the current Standards. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser.

5. Leonel Garza Jr. & Associates LLC is committed to serving our client and accepts the indicated 20 business day requirement as long as all pertinent information concerning the subject property is available at the time of the order. This includes, tax information, survey, access to property, etc.

B. Scope of Appraisal Review Service

1. Review all appraisal reports for each property to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices. The appraiser must also conform to Senate Bill 18 and Texas Department of Transportation guidelines and case law when applicable.

2. As a review of an initial and update appraisal are two separate and distinct appraisal assignments, the fees must consider the complexity of each separate assignments as shown in the Provider's Fee Schedule.

3. Beyond delivery of the review appraisal of the initial and updated appraisal documents, the review appraiser can be called to provide preparation and testimony for any Special Meeting/Commissioners Court. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Provider's Fee Schedule.

4. Appraisal Review reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

5. It is the Drainage District's sole option to require TxDoT's form ROW-A-10 "Tabulation of Value" in the deliverable for appraisal review assignments.

EXHIBIT "B"
Fee Schedule

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final & Scope of Services For Appraisal Services

To:	Hidalgo County Drainage District No. 1 902 North Doolittle Edinburg, Texas 78542	**From:**	Leonel Garza III, General Certified Appraiser
Fax:	(956) 292-7089	**Pages:**	2 Pages
Phone:	(956) 292-7080 ext. 5811	**Date Submitted:**	April 12, 2017
Re:	Appraisal Proposal	**CC:**	Moises Salazar, Procurement Manager

Mr. Salazar:
As per e-mail from Moises Salazar on April 12, 2017, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations Proceedings and Disposition of County Owned Property (on an "As Needed Basis"). The appraisal reports shall be based on the Texas Department of Transportation Form A-6, A-5s & A-5 as required and confirmed during inspection of said tracts. Each report shall follow Senate Bill 18 (SB-18) as required by State Law. The following is an itemization of the Best & Final Cost of Services:

Appraisal Report Cost	**$2,250.00 Per Parcel** (4) Original Appraisal Reports Included
Additional Original Reports	**$150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the client and or other agencies involved in the project.
Updated/Revised Reports	**$1,000.00 Per Parcel** This cost shall apply when a change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates, LLC.
Condemnation Hearing	**Hourly Rate = $ 150.00 Per Hour *(Plus Expenses)*** Hourly rate shall apply to any and all preparation time required for the condemnation hearing plus expenses.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour *(Plus Expenses)*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

April 12, 2017

SCOPE OF SERVICES

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project and other sources available to this firm. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

Each appraisal shall be developed on a TxDOT A-5 or an A-6 and A-5s format as promulgated by the Texas Department of Transportation. Each report as of September 1, 2011 must comply with Texas State Senate Bill 18. Leonel Garza III has undergone the mandatory training thru the Texas Department of Texas Training on *Senate Bill 18 (SB-18)* and has included all changes associated with the new law in each report. Mr. Garza is fully aware of the magnitude of the Bill and the overall reporting and valuation effects of the Bill.

The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along the project. Once the appraisal has been concluded the report shall be delivered to the client, of which four (4) original copies shall be included in each appraisal packet. Once negotiations have begun, the appraiser shall be available to answer any questions or concerns by the property and assist the negotiator as needed. In the event a consensus cannot be made as to the market value, the appraiser shall be prepared to continue and prepare for condemnation proceedings of which will be billed at an additional cost. This service shall continue until all trial and or other court proceedings are concluded in the acquisition of the subject property.

If there are any questions or concerns or if any item needs clarification please call Leonel Garza III at (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax or email back once accepted. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
Please Sign Here Upon Acceptance

_____
Please Print Name

_____
Date of Acceptance

EXHIBIT "C"
Insurance Certificate

March 1, 2017

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2016

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	CONTACT NAME:	
Shepard Insurance Agency 6801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS: shepard@shepins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Hallmark Ins Co of TX	43494
INSURED	INSURER B : Hartford Ins Co of the Midwest	37478
Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504	INSURER C : Breckenridge Insurance Services LLC	
	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: X POLICY PRO-JECT X LOC OTHER:	X		44-CL-132457-00	05/18/2016	05/18/2017	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			44-CL-132457-00	05/18/2016	05/18/2017	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 X RETENTION $ 10,000			44-CU-132626-00	05/18/2016	05/18/2017	EACH OCCURRENCE AGGREGATE Prd.Com Op Aggr	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	65WBCAR0136	05/18/2016	05/18/2017	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	X		0100038816-0	05/18/2016	05/18/2017	See Description	

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

Form CG0205 12 04 - 30 Day Notcie of Cancellation
Professional Liab- Claims Made:Agrgregate limit $1,000,000; Limit of liability per claim 1,000,000; Re-troactive date: May 18,2010; Professional Liability E&O Deductible per Claim $10,000

Units:
2010 Toyota #5TFRM5F15AX011366;
2014 Toyota #5TFUM5F17EX052999;

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Business 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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GARZA & ASSOCIATES

AI -59414 **13.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of final negotiated Professional Services Contract with Appraisal Haus as it relates to on-call Appraisal Services (Contract # C-HCDD1-17-028-04-18) for Hidalgo County Drainage District No.1. Approved for negotiations by HCDD1 Board of Directors on April 5, 2017. (Subject to Legal Review and compliance to Form 1295)

BACKGROUND

Fiscal Impact

Attachments

C-HCDD1-17-028-04-18 -Appraisal Haus Agreement

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Moises Salazar Started On: 04/13/2017 10:18 AM

Final Approval Date: 04/13/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-HCDD1-17-028-04-18

THIS AGREEMENT is made effective the **18th** day of **April , 2017**, by and between the **Hidalgo County Drainage District No. 1, County of Hidalgo, Texas** ("District") and **Appraisal Haus** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the District requires services for: **The Fair Market Value Appraisal Services (on call on as needed basis) in connection with Acquisition of Land, Rights of Way, Easements, Condemnations, and Disposition of County Owned Property located within Hidalgo County and Hidalgo County Drainage District No. 1 Master Drainage System** and;

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

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

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

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

WHEREAS, the District has selected the Appraiser to provide the review appraisal services within the County of Hidalgo, Texas in accordance to Exhibit A, Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained,

District and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to District **The Fair Market Value Appraisal Services (on call on as needed basis) in connection with Acquisition of Land, Rights of Way, Easements, Condemnations, and Disposition of County owned Property located within Hidalgo County and Hidalgo County Drainage District No. 1 Master Drainage System** located within District as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the purchase order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by District. Further, in the event that it is demonstrated by Appraiser that Hidalgo District has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice t the Purchasing Department to authorize and to secure additional time to comply.

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

3. Term. This Contract is for a period of **one (1) year**, effective **April 18, 2017** and will expire **April 17, 2018** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the District for each "Purchase Order".

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

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

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

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

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

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

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

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

8.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

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

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County Drainage District No. 1 policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an

employee of Hidalgo County Drainage District No. 1, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County Drainage District No. 1, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** District may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (3) days prior written notice to the other party.

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

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

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

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

16. **Entire Agreement**. This Contract contains the entire agreement between the parties

hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by District and Appraiser, and not otherwise.

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

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

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

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

or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Hidalgo County Drainage District No.1 902 N. Doolittle Edinburg, Texas 78539
If to Appraiser:	Appraisal Haus Attn: George Jaime Salazar, II, Owner 502 West Kuhn Street Edinburg, Texas 78541

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

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

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

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

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

25. Commitment of Current Revenues Only. In the event that, during any term hereof, the District Board of Directors does not appropriate sufficient funds to meet the obligations of District

under this Agreement, District may terminate this Agreement upon ten (10) days written notice to Contractor. District agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of District pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

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

EXECUTED as of the day and year first written above.

APPROVED BY DISTRICT BOARD OF DIRECTORS on: _____, 2017.

APPROVED AS TO FORM:

Atlas,Hall & Rodriguez L.L.P

By:_____

HIDALGO COUNTY DRAINAGE DISTRICT No.1

By:_____
Ramon Garcia, Chairman

APPRAISER:

NAME: _____

By: _____

Printed Name:_____

Title:_____

EXHIBIT "A"
Services to be provided by Appraiser

A. Scope of Appraisal Services

1. All appraisals performed shall be based on a Market Value determined by analyzing comparable sales, cost and rental information in the surrounding markets. The specified originals and copies shall be included with each report unless otherwise stated. Texas State Law and USPAP Require that all persons who have had a significant role in the appraisal process must sign the report who are licensed. Four additional copies will be furnished.

2. All photographs taken are done by the primary appraiser. These are original photographs done in a digital format, with either DSLR Cameras and or iphone with a date and time stamp on the file for future verification of the origination of the photo. Digital photography provided meta data to the origination of the photo that the conventional photography could not provide. This method is utilized by all State and Local Governments for appraisal request including the Texas Department of Transportation and the Texas Attorney Generals Office. All comparable sales must be within a two year time frame. If any sales which have occurred prior to the two year limit, they must be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area, regional, plat, and flood maps will be included and clearly labeled for the subject property.

4. All reports shall be completed using the current USPAP requirements from the date of order. USPAP has made multiple modifications from 2009 of which "Self Contained Narrative Report" no longer exist within the current Standards. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser.

5. Leonel Garza Jr. & Associates LLC is committed to serving our client and accepts the indicated 20 business day requirement as long as all pertinent information concerning the subject property is available at the time of the order. This includes, tax information, survey, access to property, etc.

B. Scope of Appraisal Review Service

1. Review all appraisal reports for each property to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices. The appraiser must also conform to Senate Bill 18 and Texas Department of Transportation guidelines and case law when applicable.

2. As a review of an initial and update appraisal are two separate and distinct appraisal assignments, the fees must consider the complexity of each separate assignments as shown in the Provider's Fee Schedule.

3. Beyond delivery of the review appraisal of the initial and updated appraisal documents, the review appraiser can be called to provide preparation and testimony for any Special Meeting/Commissioners Court. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Provider's Fee Schedule.

4. Appraisal Review reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

5. It is the Drainage District's sole option to require TxDoT's form ROW-A-10 "Tabulation of Value" in the deliverable for appraisal review assignments.

EXHIBIT "B"
Fee Schedule

appraisal haus
Real Estate Valuation Services

502 West Kuhn Street
Edinburg, Texas 78541
Tel. (956) 386-1500 Cell (956) 867-6398
jaimesalazar@appraisalhaus.org

April 11, 2017

Our office is pleased to present our Fee Schedule for Appraisal/Appraisal Review Services in connection with Acquisition of Land, Rights of Way, Easements, Condemnations, and Disposition of County owned Property located within Hidalgo County Drainage District No. 1 Master Drainage System. The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

APPRAISAL FEE SCHEDULE

Appraisal Report Costs	**$2,000.00 Per Parcel** (4) Original Appraisal Reports Included
Additional Original Reports	**$50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the client and or other agencies involved in the project.
Updated/Revised Reports	**$500.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision costs shall be discussed with the client prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Appraisal Haus.
Condemnation Hearing	**Hourly Rate = $150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing plus expenses
Appeals Court / Trial	**Hourly Rate = $250.00 Per Hour** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

APPRAISAL REVIEW FEE SCHEDULE

Appraisal Review Report Cost	**$500 Per Parcel** Includes Per Parcel: (4) Original Appraisal Review Reports
Additional Reports	**$50 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Drainage District No. 1 or other County agencies involved in the project.

EXHIBIT "C"
Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/30/2017

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

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

PRODUCER	CONTACT NAME:	
JOSE LUIS GONZALEZ JR. AGENCY 4949 Walzem Rd SAN ANTONIO TX 78218	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	NATIONWIDE MUTUAL FIRE INSURANCE COMPA	23779
INSURER B :	NATIONWIDE MUTUAL INSURANCE COMPANY	23787
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
GEORGE J SALAZAR
DBA APPRAISAL HAUS
502 W KUHN ST
EDINBURG TX 78541-3224

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 [X] LOC [ ] OTHER:			ACP BPOF 5505888385	01/28/2017	01/28/2018	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			ACP BA 5505888385	01/28/2017	01/28/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2013 Volvo XC70 YV4952BL7D116731
2015 Toyota Tundra 5TFHW5F16FX479653

CERTIFICATE HOLDER

Hidalgo County Drainage District #1
902 N. Doolittle Rd
Edinburg TX 78539

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
Jose L. Gonzalez Jr.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2017

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

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

PRODUCER	CONTACT NAME: NATALIE SHORT
LIA ADMIN. & INSURANCE SERVICES 1600 ANACAPA STREET SANTA BARBARA, CA 93101	PHONE (A/C, No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652 E-MAIL ADDRESS: NATALIE@LIABILITY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ASPEN AMERICAN INSURANCE COMPANY	43460
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: APPRAISAL HAUS
GEORGE JAIME SALAZAR II
502 WEST KUHN STREET
EDINBURG, TX 78541
165126

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			AAI008000-02	02/10/2017	02/10/2018	$1,000,000 EACH CLAIM $1,000,000 AGGREGATE	

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

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

HIDALGO COUNTY DRAINAGE DISTRICT #1
902 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AI -59417 **14.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, for RFB No. HCDD1-17-015-03-29 **"Hidalgo County Precinct No. 1 Mile 13 1/2 N. Rd & FM 1015 Area Drainage Improvements Project Phases 2 & 3"**, to Texas Cordia Construction, LLC in the total bid amount of $560,989.00 for Base Bid and Alternate No. 1 as recommended by project engineer Urban Infrastructure Group, Inc., subject to compliance with HB1295

BACKGROUND

Fiscal Impact

Attachments

Letter of Award Recommendation
Bid Tabulation

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Moises Salazar Started On: 04/13/2017 10:37 AM

Final Approval Date: 04/13/2017

URBAN INFRASTRUCTURE GROUP, INC.

April 5, 2017

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

Re: RFB No. HCDD1 17-015-03-29
Mile 13 ½ and FM 1015 Area Drainage Improvements Project Phases 2&3
Recommendation of Award

Dear Mr. Sesin,

Bids were received and opened for the above referenced project on March 29, 2017 at 9:30AM. A total of ten (10) bids were received. The total base bids for Phases 2&3 ranged from a low of $553,189.00 to a high of $1,132,396.00. The lowest bid received was from:

Texas Cordia Construction, LLC with a total base bid amount of$553,189.00 and an alternate bid item No. 1 amount of $7,800.00.

Urban Infrastructure Group, Inc. recommends to Hidalgo County Drainage District No. 1 to accept the lowest bid received and award the contract to Texas Cordia Construction, LLC for a total amount of $560,989.00.

This information is provided such that HCDD1 may award the contract for the above referenced project. If you have any questions concerning this, please call me at (956) 464-4710.

Sincerely,
Urban Infrastructure Group, Inc.

Craig A. Gonzalez, P.E.
Principal

407 N. Salinas Blvd.
PO Box 729
Donna, Texas 78537

TBPE Firm No. 13094
www.uigtexas.com

Phone: (956) 464-4710
Fax: (956) 464-4714

Hidalgo County Drainage District No. 1
Mile 13 1/2 and 1015 Area Drainage Improvement Project
Bid No. HCDD1-17-015-03-29
BID TABULATION

Phases 2&3 Base Bid				Castle Enterprises		MJA Construction		RDH		Mor-Wil		Texas Cordia	
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	4'x4' Type C Inlet	10	EA	$2,377.38	$23,773.80	$2,700.00	$27,000.00	$2,000.00	$20,000.00	$2,700.00	$27,000.00	$1,900.00	$19,000.00
2	7.5'x4' Type CC Inlet	2	EA	$3,211.00	$6,422.00	$4,020.00	$8,040.00	$3,200.00	$6,400.00	$4,600.00	$9,200.00	$3,300.00	$6,600.00
3	5.5'x4' Type M Manhole	2	EA	$2,964.00	$5,928.00	$3,100.00	$6,200.00	$2,200.00	$4,400.00	$5,500.00	$11,000.00	$1,900.00	$3,800.00
4	7.5'x5.5' Type M Manhole	1	EA	$2,964.00	$2,964.00	$2,900.00	$2,900.00	$2,200.00	$2,200.00	$7,000.00	$7,000.00	$2,300.00	$2,300.00
5	18" RG RCP CL III	66	LF	$40.95	$2,702.70	$37.00	$2,442.00	$40.00	$2,640.00	$40.00	$2,640.00	$38.00	$2,508.00
6	24" RG RCP CL III	1,275	LF	$51.38	$65,509.50	$48.00	$61,200.00	$60.00	$76,500.00	$48.00	$61,200.00	$51.00	$65,025.00
7	30" RG RCP CL III	291	LF	$71.38	$20,771.58	$68.00	$19,788.00	$80.00	$23,280.00	$60.00	$17,460.00	$70.00	$20,370.00
8	36" RG RCP CL III	598	LF	$93.67	$56,014.66	$90.00	$53,820.00	$105.00	$62,790.00	$81.00	$48,438.00	$93.00	$55,614.00
9	36" RG RCP Jack and Bore under 1015	100	LF	$642.90	$64,290.00	$560.00	$56,000.00	$800.00	$80,000.00	$250.00	$25,000.00	$490.00	$49,000.00
10	24" HPP Storm Pipe	500	LF	$40.77	$20,385.00	$32.00	$16,000.00	$50.00	$25,000.00	$35.00	$17,500.00	$35.00	$17,500.00
11	30" HPP Storm Pipe	280	LF	$54.34	$15,215.20	$55.00	$15,400.00	$60.00	$16,800.00	$55.00	$15,400.00	$58.00	$16,240.00
12	RCP Bedding and Backfill	2,230	LF	$12.97	$28,923.10	$2.50	$5,575.00	$10.00	$22,300.00	$9.50	$21,185.00	$10.00	$22,300.00
13	HPP Bedding and Backfill	780	LF	$12.47	$9,726.60	$2.50	$1,950.00	$10.00	$7,800.00	$9.50	$7,410.00	$6.00	$4,680.00
14	36" Concrete SET w/ Roll Bars	1	EA	$2,817.04	$2,817.04	$3,600.00	$3,600.00	$900.00	$900.00	$10,500.00	$10,500.00	$2,200.00	$2,200.00
15	24" Concrete SET	2	EA	$1,506.70	$3,013.40	$1,200.00	$2,400.00	$900.00	$1,800.00	$2,500.00	$5,000.00	$1,000.00	$2,000.00
16	Concrete Rip Rap	367	SY	$26.45	$9,707.15	$90.00	$33,030.00	$70.00	$25,690.00	$45.00	$16,515.00	$30.00	$11,010.00
17	24" Aluminum Flap Gate	1	EA	$1,482.00	$1,482.00	$1,800.00	$1,800.00	$3,000.00	$3,000.00	$12,500.00	$12,500.00	$8,000.00	$8,000.00
18	Improve Existing Drainage Swales Section A-A Ph 2	425	LF	$6.18	$2,626.50	$18.00	$7,650.00	$6.00	$2,550.00	$10.00	$4,250.00	$25.00	$10,625.00
19	Roadside Ditch Excavation Section B-B Phase 2	522	LF	$6.18	$3,225.96	$16.00	$8,352.00	$4.00	$2,088.00	$5.00	$2,610.00	$12.00	$6,264.00
20	Roadside Ditch Excavation Section A-A Phase 3	965	LF	$6.18	$5,963.70	$16.00	$15,440.00	$4.00	$3,860.00	$5.00	$4,825.00	$22.00	$21,230.00
21	Roadside Ditch Excavation Section B-B Phase 3	183	LF	$6.18	$1,130.94	$16.00	$2,928.00	$4.00	$732.00	$6.00	$1,098.00	$17.00	$3,111.00
22	Trench Protection	2,230	LF	$2.28	$5,084.40	$3.25	$7,247.50	$1.00	$2,230.00	$2.00	$4,460.00	$2.00	$4,460.00
23	4' Valley Gutter	44	LF	$15.04	$661.76	$26.00	$1,144.00	$15.00	$660.00	$40.00	$1,760.00	$52.00	$2,288.00
24	6' Valley Gutter	10	LF	$19.92	$199.20	$37.00	$370.00	$50.00	$500.00	$70.00	$700.00	$170.00	$1,700.00
25	Asphalt Driveway	476	SY	$17.48	$8,320.48	$15.00	$7,140.00	$21.00	$9,996.00	$19.00	$9,044.00	$20.00	$9,520.00
26	Conc. Driveway	896	SY	$26.92	$24,120.32	$58.50	$52,416.00	$54.00	$48,384.00	$25.00	$22,400.00	$29.00	$25,984.00
27	Traffic Control	1	LS	$2,470.00	$2,470.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$20,000.00	$20,000.00	$5,500.00	$5,500.00
28	Erosion Control	1	LS	$1,235.00	$1,235.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$7,500.00	$7,500.00	$6,100.00	$6,100.00
				Subtotal	$394,683.99	Subtotal	$429,832.50	Subtotal	$458,500.00	Subtotal	$393,595.00	Subtotal	$404,929.00

Hidalgo County Drainage District No. 1
Mile 13 1/2 and 1015 Area Drainage Improvement Project
Bid No. HCDD1-17-015-03-29
BID TABULATION

Phases 2&3 Base Bid Paving Repairs Zapata & Juarez				Castle Enterprises		MJA Construction		RDH		Mor-Wil		Texas Cordia	
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2" HMAC Type D	4,310	SY	$10.56	$45,513.60	$9.90	$42,669.00	$8.80	$37,928.00	$9.25	$39,867.50	$10.00	$43,100.00
2	Prime Coat (MC-30)	4,310	SY	$1.61	$6,939.10	$1.60	$6,896.00	$1.00	$4,310.00	$1.65	$7,111.50	$1.00	$4,310.00
3	Rework Exist Asphalt w/ Ex. Base w/ 2% Lime	4,310	SY	$7.72	$33,273.20	$4.00	$17,240.00	$5.50	$23,705.00	$6.30	$27,153.00	$2.00	$8,620.00
			Subtotal		$85,725.90		$66,805.00		$65,943.00		$74,132.00		$56,030.00

Phases 2&3 Base Bid Paving Villa Drive				Castle Enterprises		MJA Construction		RDH		Mor-Wil		Texas Cordia	
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2" HMAC Type D	4,010	SY	$10.56	$42,345.60	$9.90	$39,699.00	$8.80	$35,288.00	$9.25	$37,092.50	$10.00	$40,100.00
2	Prime Coat (MC-30)	4,010	SY	$1.61	$6,456.10	$1.60	$6,416.00	$1.00	$4,010.00	$1.65	$6,616.50	$1.00	$4,010.00
3	6" New Base w/ 2% Lime	4,010	SY	$8.39	$33,643.90	$5.75	$23,057.50	$12.00	$48,120.00	$5.75	$23,057.50	$5.00	$20,050.00
4	Biaxial Geogrid #1200	4,010	SY	$2.35	$9,423.50	$1.35	$5,413.50	$3.00	$12,030.00	$3.00	$12,030.00	$2.00	$8,020.00
5	Excavate and Remove 1.25" Exist Roadway and 6.75" Exist Base	4,010	SY	$1.64	$6,576.40	$2.50	$10,025.00	$6.00	$24,060.00	$5.00	$20,050.00	$2.00	$8,020.00
6	Rework 6" Subgrade w/ 2% Lime	4,010	SY	$4.32	$17,323.20	$3.80	$15,238.00	$4.50	$18,045.00	$3.25	$13,032.50	$3.00	$12,030.00
			Subtotal		$115,768.70		$99,849.00		$141,553.00		$111,879.00		$92,230.00

Add Alternate #1				Castle Enterprises		MJA Construction		RDH		Mor-Wil		Texas Cordia	
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Concrete Rip Rap @ Dishcharge Point	200.0	SY	$26.45	$5,290.00	$73.50	$14,700.00	$62.00	$12,400.00	$45.00	$9,000.00	$39.00	$7,800.00
			Subtotal		$5,290.00		$14,700.00		$12,400.00		$9,000.00		$7,800.00
			Total Base Bid Phase 2&3		$596,178.59		$596,486.50		$665,996.00		$579,606.00		$553,189.00
			As Red Aloud		**$594,671.89**		**$595,286.50**		**$665,996.00**		**$579,606.00**		**$553,189.00**
			Alternate Bid Item No. 1		$5,290.00		$14,700.00		$12,400.00		$9,000.00		$7,800.00

Hidalgo County Drainage District No. 1
Mile 13 1/2 and 1015 Area Drainage Improvement Project
Bid No. HCDD1-17-015-03-29
BID TABULATION

Phases 2&3 Base Bid				PEGA JPS		ICE		Go Underground		Saenz Utility		Venser Contractors	
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price								
1	4'x4' Type C Inlet	10	EA	$3,200.00	$32,000.00	$3,200.00	$32,000.00	$3,800.00	$38,000.00	$2,750.25	$27,502.50	$1,500.00	$15,000.00
2	7.5'x4' Type CC Inlet	2	EA	$4,250.00	$8,500.00	$4,000.00	$8,000.00	$4,650.00	$9,300.00	$3,750.25	$7,500.50	$2,800.00	$5,600.00
3	5.5'x4' Type M Manhole	2	EA	$3,000.00	$6,000.00	$4,200.00	$8,400.00	$5,350.00	$10,700.00	$3,520.25	$7,040.50	$16,000.00	$32,000.00
4	7.5'x5.5' Type M Manhole	1	EA	$3,950.00	$3,950.00	$4,500.00	$4,500.00	$6,050.00	$6,050.00	$4,750.25	$4,750.25	$2,000.00	$2,000.00
5	18" RG RCP CL III	66	LF	$42.00	$2,772.00	$42.00	$2,772.00	$43.00	$2,838.00	$33.50	$2,211.00	$34.00	$2,244.00
6	24" RG RCP CL III	1,275	LF	$52.00	$66,300.00	$62.00	$79,050.00	$54.00	$68,850.00	$47.50	$60,562.50	$41.00	$52,275.00
7	30" RG RCP CL III	291	LF	$69.00	$20,079.00	$82.00	$23,862.00	$80.00	$23,280.00	$56.00	$16,296.00	$55.00	$16,005.00
8	36" RG RCP CL III	598	LF	$78.00	$46,644.00	$99.00	$59,202.00	$104.00	$62,192.00	$65.00	$38,870.00	$76.00	$45,448.00
9	36" RG RCP Jack and Bore under 1015	100	LF	$485.00	$48,500.00	$350.00	$35,000.00	$325.00	$32,500.00	$650.00	$65,000.00	$63.00	$6,300.00
10	24" HPP Storm Pipe	500	LF	$45.00	$22,500.00	$40.00	$20,000.00	$44.00	$22,000.00	$31.00	$15,500.00	$31.00	$15,500.00
11	30" HPP Storm Pipe	280	LF	$65.00	$18,200.00	$50.00	$14,000.00	$70.00	$19,600.00	$37.50	$10,500.00	$46.19	$12,933.20
12	RCP Bedding and Backfill	2,230	LF	$70.00	$156,100.00	$5.00	$11,150.00	$64.00	$142,720.00	$8.00	$17,840.00	$11.00	$24,530.00
13	HPP Bedding and Backfill	780	LF	$10.00	$7,800.00	$8.00	$6,240.00	$58.00	$45,240.00	$8.00	$6,240.00	$11.00	$8,580.00
14	36" Concrete SET w/ Roll Bars	1	EA	$1,950.00	$1,950.00	$2,800.00	$2,800.00	$6,000.00	$6,000.00	$3,500.00	$3,500.00	$3,100.00	$3,100.00
15	24" Concrete SET	2	EA	$1,500.00	$3,000.00	$950.00	$1,900.00	$1,300.00	$2,600.00	$3,250.00	$6,500.00	$1,500.00	$3,000.00
16	Concrete Rip Rap	367	SY	$125.00	$45,875.00	$50.00	$18,350.00	$120.00	$44,040.00	$75.00	$27,525.00	$250.00	$91,750.00
17	24" Aluminum Flap Gate	1	EA	$4,500.00	$4,500.00	$3,500.00	$3,500.00	$8,250.00	$8,250.00	$4,500.00	$4,500.00	$3,900.00	$3,900.00
18	Improve Existing Drainage Swales Section A-A Ph 2	425	LF	$5.00	$2,125.00	$8.00	$3,400.00	$110.00	$46,750.00	$6.25	$2,656.25	$5.00	$2,125.00
19	Roadside Ditch Excavation Section B-B Phase 2	522	LF	$4.00	$2,088.00	$10.00	$5,220.00	$25.00	$13,050.00	$9.25	$4,828.50	$5.00	$2,610.00
20	Roadside Ditch Excavation Section A-A Phase 3	965	LF	$20.00	$19,300.00	$8.00	$7,720.00	$32.00	$30,880.00	$10.50	$10,132.50	$5.00	$4,825.00
21	Roadside Ditch Excavation Section B-B Phase 3	183	LF	$15.00	$2,745.00	$10.00	$1,830.00	$32.00	$5,856.00	$9.25	$1,692.75	$5.00	$915.00
22	Trench Protection	2,230	LF	$4.00	$8,920.00	$1.00	$2,230.00	$6.00	$13,380.00	$1.00	$2,230.00	$0.50	$1,115.00
23	4' Valley Gutter	44	LF	$36.75	$1,617.00	$24.00	$1,056.00	$65.00	$2,860.00	$20.00	$880.00	$22.00	$968.00
24	6' Valley Gutter	10	LF	$47.25	$472.50	$36.00	$360.00	$200.00	$2,000.00	$24.00	$240.00	$36.00	$360.00
25	Asphalt Driveway	476	SY	$29.40	$13,994.40	$32.00	$15,232.00	$32.00	$15,232.00	$18.00	$8,568.00	$20.00	$9,520.00
26	Conc. Driveway	896	SY	$52.50	$47,040.00	$42.00	$37,632.00	$48.00	$43,008.00	$28.50	$25,536.00	$49.00	$43,904.00
27	Traffic Control	1	LS	$10,000.00	$10,000.00	$3,000.00	$3,000.00	$25,000.00	$25,000.00	$22,000.00	$22,000.00	$12,000.00	$12,000.00
28	Erosion Control	1	LS	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$12,000.00	$12,000.00	$3,500.00	$3,500.00	$9,000.00	$9,000.00
				Subtotal	$607,971.90	Subtotal	$411,906.00	Subtotal	$754,176.00	Subtotal	$404,102.25	Subtotal	$427,507.20

Hidalgo County Drainage District No. 1
Mile 13 1/2 and 1015 Area Drainage Improvement Project
Bid No. HCDD1-17-015-03-29
BID TABULATION

				PEGA JPS		ICE		Go Underground		Saenz Utility		Venser Contractors	
Phases 2&3 Base Bid Paving Repairs Zapata & Juarez													
Item No.	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	2" HMAC Type D	4,310	SY	$12.08	$52,064.80	$10.50	$45,255.00	$15.00	$64,650.00	$11.75	$50,642.50	$10.50	$45,255.00
2	Prime Coat (MC-30)	4,310	SY	$2.10	$9,051.00	$1.00	$4,310.00	$5.00	$21,550.00	$1.85	$7,973.50	$3.00	$12,930.00
3	Rework Exist Asphalt w/ Ex. Base w/ 2% Lime	4,310	SY	$7.35	$31,678.50	$4.00	$17,240.00	$11.00	$47,410.00	$2.25	$9,697.50	$5.50	$23,705.00
			Subtotal		$92,794.30		$66,805.00		$133,610.00		$68,313.50		$81,890.00
Phases 2&3 Base Bid Paving Villa Drive													
Item No.	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	2" HMAC Type D	4,010	SY	$12.08	$48,440.80	$10.50	$42,105.00	$16.00	$64,160.00	$11.65	$46,716.50	$10.50	$42,105.00
2	Prime Coat (MC-30)	4,010	SY	$2.10	$8,421.00	$1.00	$4,010.00	$6.00	$24,060.00	$1.75	$7,017.50	$3.00	$12,030.00
3	6" New Base w/ 2% Lime	4,010	SY	$9.45	$37,894.50	$6.00	$24,060.00	$16.00	$64,160.00	$5.35	$21,453.50	$5.00	$20,050.00
4	Biaxial Geogrid #1200	4,010	SY	$5.25	$21,052.50	$2.00	$8,020.00	$6.00	$24,060.00	$1.35	$5,413.50	$27.00	$108,270.00
5	Excavate and Remove 1.25" Exist Roadway and 6.75" Exist Base	4,010	SY	$3.15	$12,631.50	$5.00	$20,050.00	$7.00	$28,070.00	$1.75	$7,017.50	$5.00	$20,050.00
6	Rework 6" Subgrade w/ 2% Lime	4,010	SY	$7.35	$29,473.50	$4.00	$16,040.00	$10.00	$40,100.00	$2.16	$8,661.60	$3.85	$15,438.50
			Subtotal		$157,913.80		$114,285.00		$244,610.00		$96,280.10		$217,943.50
Add Alternate #1													
Item No.	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Concrete Rip Rap @ Dishcharge Point	200.0	SY	$125.00	$25,000.00	$50.00	$10,000.00	$55.00	$11,000.00	$95.00	$19,000.00	$325.00	$65,000.00
			Subtotal		$25,000.00		$10,000.00		$11,000.00		$19,000.00		$65,000.00
			Total Base Bid		$858,680.00		$592,996.00		$1,132,396.00		$568,695.85		$727,340.70
			As		**$858,638.40**		**$592,996.00**		**$1,132,396.00**		**$568,695.85**		**$784,040.70**
			Alternate Bic		$25,000.00		$10,000.00		$11,000.00		$19,000.00		$65,000.00
								As read	$12,100.00				

AI -59416 **15.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, for Base Bid and Alternate No. 3 for RFB No. HCDD1-17-007-03-01 **"Hidalgo County Precinct No. 2 Minnesota-Cesar Chavez Area Drainage Improvements Project"**, to Castle Enterprises, LLC. in the total bid amount of $339,732.77 as recommended by project engineer Quintanilla Headley & Associates, Inc.,subject to compliance with HB1295

BACKGROUND

Fiscal Impact

Attachments

Award Recommendation Letter

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Moises Salazar Started On: 04/13/2017 10:26 AM

Final Approval Date: 04/13/2017

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

April 6, 2017

Mr. Jaime Salazar
Buyer
Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, Texas 78541

Re: Hidalgo County Drainage District No. 1
"PCT No. 2 Minnesota Cesar Chavez Area Drainage Improvements Project"

Dear Mr. Salazar

Bids for the above mentioned project were received and opened on Wednesday March 15, 2017. Eleven (11) Bids were submitted. The eleven responsive bids are as follows:

Contractor	Base Bid	Alternate #3	(Base + Alt. #3)
Castle Enterprises, LLC	$286,053.77	$53,679.00	$339,732.77
RDH Site & Concrete, LLC	$294,626.00	$53,862.50	$348,488.50
Mor-Wil, LLC	$364,739.00	$74,612.50	$439,351.50
GD-Gonzalez de la Garza	$364,750.00	$75,237.50	$439,987.50
GNH Company	$378,391.60	$74,262.50	$452,654.10
Vensor Contractors, LLC	$392,800.64	$53,121.40	$445,922.04
PEGA JPS Utilities, LLC	$408,799.00	$119,172.50	$527,971.50
ICE	$426,888.00	$59,675.00	$486,563.00
RG Enterprises	$468,212.74	$92,345.50	$560,558.24
Jimmy Closner & Sons Construction	$485,586.00	$105,147.50	$590,733.50
Saenz Utility Contractors	$622,064.50	$54,756.25	$676,820.75

After reviewing the information submitted, we recommend awarding the contract to the lowest responsive bid, Castle Enterprises, LLC for the total of the base bid plus the alternate #3 amount of $339,732.77.

Should you have any questions or require additional information, please do not hesitate to contact our office. Thank You.

Sincerely,

Eulalio Ramirez, P.E.
Project Engineer

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

AI -59418 **16.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of a budget amendment from the District's General Fund in the amount of $50,000.00 for legal services in relation to Raymondville Drain 2012 Bond Resolution.

BACKGROUND

Fiscal Impact

Attachments

Budget Amendment Legal Services

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM

Form Started By: Alvaro Chuc Started On: 04/13/2017 10:52 AM

Final Approval Date: 04/13/2017

DATE	**4/18/2017**
DEPARTMENT HEAD	Raúl E. Sesin, P.E., CFM
DEPARTMENT NAME	Hidalgo County Drainage Distrirct
ACCOUNT NUMBER	**17-110-415-003-43330-000-000**

General Fund

SUBJECT: **Budget Amendment**

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

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

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
17-110-415-003-43330-000-000	Legal Fees	$ 50,000.00
	TOTAL BUDGET INCREASE REQUEST	**$ 50,000.00**

REASON: Budget Amendment needed for additional legal expenses related to Raymondville Drain 2012 Bond Resolution 04-18-2017 Board of Direrectors meeting

Department Head

4/18/2017

DATE

Board Of Directors

DATE

AI -59419 **17.**

DRAINAGE DISTRICT

Meeting Date: 04/18/2017

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

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds
Budget: 330-East Donna Drain
A. Approval of Change Order No. 1 from Mor-Will, LLC in the amount of $$28,000.00 and an additional (10) ten days to Construction Contract No. C-HCDD1-16-040-08-16 Drainage Improvement Project East Donna Drain Flood Pump.

B. Application for Payment No. 2 in the amount of $72,195.75 from Mor-Will, LLC pertaining to Construction Contract No. C-HCDD1-16-040-08-16-Drainage Improvement Project-East Donna Drain Flood Pump.
PO#630511.
Project Engineer: Mark Corbitt, P.E.-Tedsi Infrastructure Group

Budget: 345-Mercedes Lateral

C. Application for Payment No. 2 in the amount of $180, 149.12 from Mor-Will, LLC pertaining to Construction Contract No. C-HCDD1-16-039-08-16 Drainage Improvement Project Mercedes Lateral Flood Pump.
PO#627491
Project Engineer: Mark Corbitt, P.E.-Tedsi Infrastructure Group.

Budget: 365-Rural Drainage Development Pct.4
D. Approval of Change Order No. 2 from Venser Contractors, LLC for an additional 30 days to Construction Contract No. HCDD1-16-045-09-27-Kenyon Rd. & Mile 17 Area Drainage Improvements.

E. Application for Payment No. 2 in the amount of 59,005.61 from Venser Contractors, LLC pertaining to Construction Contract HCDD1-16-045-09-27

Kenyon Rd & Mile 17 Area Drainage Improvements.
PO#630834

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/13/2017 04:27 PM
Form Started By: Claudette Guerrero		Started On: 04/13/2017 10:58 AM
Final Approval Date: 04/13/2017		