



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 30, 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 -60032** A.) Discussion on Hidalgo County Drainage District No.1 Drainage projects, maintenance and operations:
 - 1.) Pct. 4 North Seminary Estates
 - 2.) Pct. 4 Mile 17 1/2 & Tower Road Drainage Improvement Project
 - 3.) Pct.4 Alamo Brisas Drainage Improvement Project
 - 4.) Pct. 4 Kenyon Road & Mile 17 1/2 Drainage Improvement
6. **AI -59978** A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with "On-Call Professional Geotechnical Services".

FIRM NAME:	SCORE:	RANK:
Raba Kistner Consultants, Inc.	98	
B2Z Engineering	97	

L&G Consulting Engineers, Inc. dba L&G Engineering	99	
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C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, _____, for the provision of "On-Call Professional Geotechnical Services".

7. **AI -59984** A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with "On-Call Professional Geotechnical Services".

FIRM NAME:	SCORE:	RANK:
Millennium Engineers Group, Inc.	99	
Terracon Consultants, Inc.	98	
Professional Service Industries, Inc. (PSI)	97	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, _____, for the provision of "On-Call Professional Geotechnical Services".

8. **AI -59991** Requesting approval of final negotiated Services Agreement with Valley Land Title, Co., as it relates to Title Company Services - On Call (on as needed basis). Approved for negotiations by HCDD1 Board of Directors on May 16, 2017 (AI# 59845).

9. **AI -60012** A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Venser Contractors, LLC for RFB No. HCDD1-17-023-05-10 "Street and Drainage Improvements for Plena Vista Subdivision, Unit 2", in the total bid amount of \$450,960.30 as recommended by project engineer , Cruz-Hogan Consultants, Inc.

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District General Manager, Raul E. Sesin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS

and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

- 10. AI -60037 2013 Bonds**
Budget 300-J-09 Project Pct.4
 Approval to issue payment on the following item: Invoice No. PP1-5 2017 in the amount of \$178,354.10 from Hidalgo County Precinct No. 4 for reimbursement of labor, machine hours and fuel related to the construction of the J-09 Project (Pay Periods 1 through 5 of 2017).
Project Engineer: Tedsi Infrastructure Group
- 11. AI -60039 2013 Bonds**
Budget: 365-Rural Drainage Development Pct.4
Approval to issue payment on the following item:
 Application for Payment No. 3 in the amount of \$159, 177.01 from Venser Contractors, LLC pertaining to Construction Contract No. HCDD1-16-045-09-27 Kenyon Rd & Mile 17 Area Drainage Improvements.
Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#630834
- 12. AI -60043** A. Requesting approval of closing documents for Parcel 28 as it relates to Pct. No. 2 Fee Simple Project and authority for the Chairman of the Board to execute documents pending final legal review
- B. Pursuant to the Board's approval of Agenda Item 60043 (A), requesting approval to issue manual payment in the amount of \$13,880.63 to Sierra Title of Hidalgo County, Inc. Order File No. 0003161950 Parcel 28.
- 13. AI -60017** Requesting approval to accept bid and approval to execute Requirements Agreements with the vendor submitting the lowest and best bid meeting all specified requirements for RFB No. HCDD1-17-029-05-24 "Fuel -Gasoline and Diesel (On & Off Highway)"
- 14. AI -60045** Requesting Approval of Consent For Access to Property from United States Environmental Protection Agency and authorization for Drainage District General Manager to execute as it relates to marked Area Numbers 35 & 39, pending final legal review.

15. **AI -60048** Requesting approval of Work Authorization No. 11 through the On Call CMT Services Pct. #2, Pct. #3, Pct. #4 & HCDD1 Master Drainage System Agreement with L&G Engineering in the amount of \$32,985.68 as it relates CMT Services for -Pharr-McAllen South Drain Outfall Project.
16. **AI -60049** A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Metro Electric, Inc. for RFB No. HCDD1-17-018-04-12 "Maintenance Building Electrical Upgrade", in the total bid amount of \$34,190.00 as recommended by project engineer Halff Associates, Inc., subject to compliance with HB1295
- B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District General Manager, Raul E. Sestin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".
17. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:
- A. **Real Estate Acquisition**
- B. **Pending and/or Potential Litigation**
18. **Open Session:**
- A. **Real Estate Acquisition**
- B. **Pending and/or Potential Litigation**
19. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

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

21. Adjourn

AI -60032

5.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Discussion on Hidalgo County Drainage District No.1 Drainage projects, maintenance and operations:

- 1.) Pct. 4 North Seminary Estates
- 2.) Pct. 4 Mile 17 1/2 & Tower Road Drainage Improvement Project
- 3.) Pct.4 Alamo Brisas Drainage Improvement Project
- 4.) Pct. 4 Kenyon Road & Mile 17 1/2 Drainage Improvement

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Jaime Salazar		Started On: 05/26/2017 09:34 AM
Final Approval Date: 05/26/2017		

AI -59978

6.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

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

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with "On-Call Professional Geotechnical Services".

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C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, _____, for the provision of "On-Call Professional Geotechnical Services".

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Moises Salazar		Started On: 05/24/2017 11:06 AM

Final Approval Date: 05/26/2017

AI -59984

7.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

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

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with "On-Call Professional Geotechnical Services".

FIRM NAME:	SCORE:	RANK:
Millennium Engineers Group, Inc.	99	
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C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, _____, for the provision of "On-Call Professional Geotechnical Services".

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Salinas

05/26/2017 02:45 PM

Form Started By: Moises Salazar

Started On: 05/24/2017 01:33 PM

Final Approval Date: 05/26/2017

AI -59991

8.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of final negotiated Services Agreement with Valley Land Title, Co., as it relates to Title Company Services - On Call (on as needed basis). Approved for negotiations by HCDD1 Board of Directors on May 16, 2017 (AI# 59845).

BACKGROUND

Contract number: C-HCDD1-17-017-05-30

Form HB1295 has been received.

Fiscal Impact

Attachments

C-HCDD1-17-017-05-30 Valley Land Title Co -Title Company Services On Call

Legal Approval

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Moises Salazar		Started On: 05/24/2017 04:20 PM
Final Approval Date: 05/26/2017		

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-HCDD1-17-017-05-30

THIS AGREEMENT is made effective the 30th day of May, 2017, by and between the **Hidalgo County Drainage District No. 1, County of Hidalgo, Texas** ("District") and **Valley Land Title Co.** ("Title Agent/ Examiner").

WITNESSETH:

WHEREAS, the District requires services for: **Title Report Related Services (on call on as needed basis)** located within Hidalgo County Drainage District No. 1 and

WHEREAS, the District solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Company Services", and

WHEREAS, from which "Title Company Services" firm/vendor has been selected from the "Pool" of pre-qualified Title Companies Services from response to the Request for Proposals (RFP), and;

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

WHEREAS, the District has selected the Title Agent/Examiner to provide the title report services within the County of Hidalgo, Texas in accordance to Exhibit A-1, Request for Proposals (RFP) Procurement Packet and through its procured approved pool of "Title Company Services Pool".

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

- 1. Scope of Services.** Title Agent/Examiner agrees to provide to the District the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload

free from constraints to complete Title Reports within three (3) business days per parcel. **The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the District for each work order. Further, in the event that it is demonstrated by Title Agent/Examiner that the District has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provide the title report(s) ordered, Title Examiner/Agent must advise in written notice to the District to authorize and to secure additional time to comply.**

2. Non-Exclusive Services of Title Company Services. District reserves the right to request these services from other sources other than the Title Agent/ Examiner 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 **May 30, 2017** and will expire **May 29, 2018** or unless sooner terminated as provided herein, with the District's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. The District reserves the right to continue this contract for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions. The Title Examiner/Agent 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 Title Agent/ Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Agent/ Examiner. The Title Agent/ Examiner 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. Title Agent/ Examiner 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 Title Agent/ Examiner shall be mailed to the address shown in numbered Paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Title Agent/ Examiner shall undertake and complete the authorized work. The District or the Title Agent/ Examiner can request conferences to be provided at the Title Agent/ Examiner'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 Title Agent/ Examiner, or a subcontractor, the Title Agent/ Examiner 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 Title Agent/ Examiner 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 Title Agent/ Examiner, the District shall require the Title Agent/ Examiner 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 Title Agent/ Examiner, the District will reimburse the Title Agent/ Examiner 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 Title Agent/ Examiner 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 Title Agent/ Examiner or furnished to the Title Agent/ Examiner 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 Title Agent/ Examiner may, at its own expense, have copies made of the documents or any other data furnished the District under this contract.

10. Independent Contractor. Title Agent/ Examiner 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 Title Agent/ Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/ Examiner 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. Title Agent/ Examiner 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 (30) days prior written notice to the Title Agent/Examiner.

12. Insurance. Title Agent/ Examiner 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, Title Agent/ Examiner, 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. Termination by the District. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by the District, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then District shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. 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.

17. 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 Title Agent/ Examiner, and not otherwise.

18. 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.

19. Hold Harmless. In the event Title Agent/ Examiner 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, Title Agent/ Examiner 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 Title Agent/ Examiner'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.

20. 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.

21. 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 Title Agent/ Examiner: Valley Land Title Co.
6013 N. 10th Street
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 United States mail.

22. 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.

23. 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.

24. 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.

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

26. **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).

27. **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.

HIDALGO COUNTY DRAINAGE DISTRICT No.1

By: _____
Ramon Garcia, Chairman

TITLE AGENT/EXAMINER:

NAME: VALLEY LAND TITLE Co.

By: [Signature]

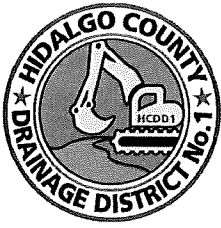
Printed Name: PAUL R. RODRIGUEZ

Title: CHIEF EXECUTIVE OFFICER

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

By: _____

Exhibit "A-1"
Request for Proposals (RFP)
Procurement Packet



HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

April 19, 2017

RE: ADDENDUM No.1

Project Name: Hidalgo County Drainage District No. 1 "Title Company Services Pool"
RFP No. HCDD1-17-017-04-26

Dear Gentlemen:

Attached you will find **ADDENDUM No.1** in connection with Hidalgo County Drainage District No.1 request for proposal for "Title Company Services Pool" RFP No. HCDD1-17-017-04-26

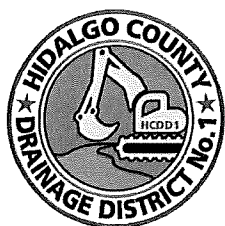
Please add this **ADDENDUM No.1** to your RFP packet to permit your company to submit a complete proposal. See original RFP packet **LEGAL NOTICE** page 2 paragraph 9.

Acknowledge receipt of **ADDENDUM No.1** by signing the acknowledgement portion of the addendum and return it to the Hidalgo County Drainage District No. 1 by no later than 24 hrs of receiving this addendum, via e-mail to moises.salazar@hcdd1.org . If you do not receive all pages of **ADDENDUM No.1**, please notify us immediately at (956) 292-7080

Please be advised that this ADDENDUM will complete your RFP packet for "Title Company Services Pool" RFP No. HCDD1-17-017-04-26

Thank you for your prompt attention to this matter.

Moises Salazar, Procurement Manager
Hidalgo County Drainage District No. 1



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

ADDENDUM No. 1

Date: April 19, 2017

Request for Proposals for:

"Title Company Services Pool"

RFP No. HCDD1-17-017-04-26

This addendum No.1 forms a part of the RFP Packet and clarifies, corrects or modifies original RFP Documents. Acknowledge receipt of this addendum in the space provided. Failure to do so may be subject proposer disqualification.

A. The last day to submit questions for this project is: Wednesday, April 26, 2017 at 5:00 PM.

B. Answers will be forwarded by Friday, April 28, 2017.

C. PROPOSALS DUE DATE IS HEREIN EXTENDED UNTIL: Wednesday, May 3, 2017 at 9:30 a.m.

This addendum consists of 1 pages (including this page).

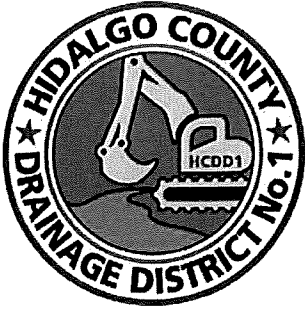
RECEIPT ACKNOWLEDGEMENT:

I, _____, acknowledge receipt of ADDENDUM No.1, dated April 19, 2017 for: "Title Company Services Pool". RFP No. HCDD1-17-017-04-26

Company Name

Authorized Signature

DATE



Hidalgo County
Drainage District No. 1

*902 N. Doolittle Rd.
Edinburg, TX 78542*

April 10, 2017

Re: Hidalgo County Drainage District No. 1
Request for Qualifications- "Title Company Services Pool"
RFP No.: HCDD1-17-017-04-26

To Whom It May Concern:

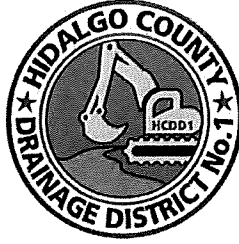
Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Drainage District No. 1 welcomes and appreciates your participation in the request for statements of qualifications 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



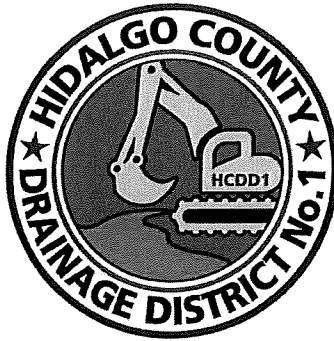
REQUEST FOR QUALIFICATIONS (RFQ)
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HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
“TITLE COMPANY SERVICES (POOL)”

RFP No. HCDD1-17-017-04-26

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4.	Exhibit B -Evaluation Criteria	2
5.	Exhibit C Insurance Requirements	4
6.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
7.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement (For Information Only)	3
8.	Exhibit E –Proposers Affidavit of Non-Collusion	1
9.	Vendor/Bidder Application and W-09 form(s)	6
10.	Certification Regarding Debarment	1
11.	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
12	Draft Professional Services Agreement	12
12	Submittal Check list	1

The above-mentioned items shall be found in this Request for Proposals -RFP 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 PROPOSALS (RFP)

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

“TITLE COMPANY SERVICES POOL”

RFP NO: HCDD1-17-017-04-26

Acceptance Due Date: **April 26, 2017**

Moises Salazar, Procurement Manager
Hidalgo County Drainage District No. 1

Contact Information:

Moises Salazar, Procurement Manager
(956) 292-7080
Email: moises.salazar@hcdd1.org

Form HCDD1-04

1. Sealed Proposals will be received for "HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 -TITLE COMPANY SERVICES POOL", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Respondents 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 requirements. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall proposals.
2. One (1) original, three (3) copies of all Proposals are required with the respondent's name and address clearly typed/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, RFP No.: HCDD1-17-017-04-26 "HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 TITLE COMPANY SERVICES POOL", and in Hidalgo County Drainage District No. 1, Physical/Mail Location: 902 N. Doolittle, Edinburg, Texas, 78542 ON OR BEFORE 9:30 A.M., Wednesday, April 26, 2017.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL 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 IN REFERENCE TO PROPOSAL.

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

3. Hidalgo County Drainage District No. 1 reserves the right to separate and accept, or eliminate any item(s) listed under this request for proposals that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Drainage District No. 1 also reserves the right to reject any or all Proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualified proposal for approval. Receipt of any proposal shall under no circumstances obligate the District to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. 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 respondent, or to reject all Proposal and re-advertise.
5. For work to be performed at a District owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment/service desired by Hidalgo County Drainage District No. 1. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
8. The District reserves the right to accept or reject any or all proposals.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and

signed by the Chairman of the Board or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Respondents shall acknowledge receipt of all addenda as a part of their proposal.

10. Costs are to be net F.O.B., the District Prepaid.
11. 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.
12. Funds for this procurement have been provided through the District's 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 proposal 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.
13. **DELIVERY OF GOOD 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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation- **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (Including all funding sources, programs, and entities) TITLE COMPANY SERVICES POOL**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
Moises Salazar, Procurement Manager
Postal/Mailing: 902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

15. SCHEDULE OF EVENTS

Proposals Opening, 9:30 A.M.	<u>April 26</u> , 2017
Award of Contract	<u> </u> , 2017
Commence Work or Deliver Products	<u> </u> , 2017

16. HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HOLIDAYS

2017 YEAR	
New Year's Day	01/01/2017
Martin Luther King Day	01/16/2017
President's Day	02/20/2017
Good Friday	04/14/2017
Memorial Day	05/29/2017
Independence Day	07/04/2017
Labor Day	09/04/2017
Columbus Day	10/09/2017
Veteran's Day	11/10/2017
Thanksgiving Day	11/23/2017 & 11/24/2017
Christmas Day	12/25/2017 & 12/26/2017
New Year's Eve	12/29/2017

17. 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 and 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 respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.
- **NOTICE:**
ALL COMMUNICATIONS BY A VENDOR TO THE DISTRICT, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Drainage District No. 1 Board of Directors or District department heads regarding any procurement of goods or services by the District from the date that the bid, RFP, or RFP is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the Board of Directors are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 Drainage District No. 1 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 that contracts or seeks to contract with Hidalgo County Drainage District No. 1 for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent 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 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 Drainage District No. 1 located at 902 N. Doolittle, Edinburg, Texas 78542.

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

20. 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 RFP 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 RFP No. 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:

<https://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.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in packet as Exhibit "D-1".

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

21. If, during the life of any contract or proposal awarded, the successful respondent's net prices 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 District.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a proposal, represents to District that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - 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.

24. Successful respondent 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 respondent'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.
25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the District with thirty (30) day's written notice prior to cancellation.
26. 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 respondent; the District reserves the right to terminate any contract immediately in the event a successful respondent fails to:
 - a) Meet schedules;
 - b) Pay any required fees or taxes; or
 - c) Otherwise perform in accordance with the requirements.
27. Successful respondent shall defend, indemnify and save harmless to the District and all its Board Members, 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful respondent indemnifies and will indemnify and save harmless to the District from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent 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 respondent'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 or services provided by successful respondent.
28. Successful respondent 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 material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to the District's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.
29. 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, Texas.
30. The successful respondent 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.
31. Respondents shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Respondents must provide all documentation requested with this proposal in their response. Failure to provide this information may result in rejection of the proposal as none conforming.

Request for Proposal
For
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
HCDD1-17-017-04-26

“Title Company Services Pool”

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

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

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

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

Respectfully submitted,

Firm:

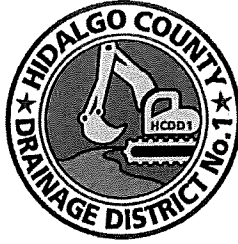
Address:

By:

Printed Name:

Title:

E-Mail:



**HIDALGO COUNTY DRAINAGE DISTRICT NO.1
“TITLE COMPANY SERVICES (POOL)”
RFP No. HCDD1-17-017-04-26**

EXHIBIT “A”

RFP -REQUIREMENTS

Hidalgo County Drainage District No. 1 is seeking sealed proposals from certified, licensed, qualified, and interested title companies in order to establish a pre-qualified **“Pool”** of Title Companies for the purpose of providing and rendering title policy related services on an **“AS NEEDED /NON-EXCLUSIVE/PURCHASE ORDER BASIS”** per project. The Hidalgo County Drainage District No.1 will receive sealed envelopes containing proposals for the provision of **“Title Company Services (Pool)”** as specified herein.

Sealed Proposals will be accepted until **9:30 A.M., Wednesday, April 26, 2017. ANY RESPONSE RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP Number: HCDD1-17-017-04-26

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

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

All costs and expenses associated with the preparation and submission of this proposal shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto the Hidalgo County Drainage District No. 1.

The following outlines the Request for proposals:

SECTION I: GENERAL TERMS AND CONDITIONS

1. ADDITIONAL INFORMATION:

Hidalgo County Drainage District No. 1 is requesting that proposals be routed to Moises Salazar, Procurement Manager, at 902 N. Doolittle Rd., Edinburg, Texas 78542. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL BY NO LATER THAN** Wednesday, April 19, 2017 at 5:00 P.M. at moises.salazar@hcdd1.org. Responses will be sent to all applicants via email by Friday, April 21, 2017. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2. ROPOSER'S AFFIDAVIT:

Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

3. NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

4. PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

5. ELECTRONIC TRANSMISSION OF PROPOSALS:

Hidalgo County Drainage District No. 1 will not accept telegraphic or electronically transmitted submissions.

6. PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County Drainage District No. 1 will make the final determination as to the submitter's ability.

7. SUBMITTER DEFAULT:

Hidalgo County Drainage District No. 1 reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

8. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review this Request for Proposals (RFP) packet and to notify the Hidalgo County Drainage District No. 1 if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Hidalgo County Drainage District No. 1 not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

9. PROPOSAL DELIVERY:

Hidalgo County Drainage District No. 1 requires submitters, when hand delivering Proposals, to have a Hidalgo County Drainage District No. 1 representative time date, stamp, and initial the envelope when dropping proposal off.

10. SIGNING OF PROPOSALS:

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

11. WAIVING OF INFORMALITIES:

Hidalgo County Drainage District No. 1 reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Drainage District No. 1.

12. SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Hidalgo County Drainage District Board of Directors.

13. TERM OF CONTRACT:

Upon approval and acceptance by Hidalgo County Drainage District No. 1, the term of the pre-qualified "Pool" will be for one (1) year with the Hidalgo County Drainage District No. 1's sole option to renew for an additional one (1) year, under the same rates/fees, terms and conditions.

The District reserves the right to continue the contract for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in award of new bid for next contract term.

14. DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and development specifications.

SECTION II -RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any HCDD1 limitations will result in disqualification of the submitted RFP. A total of **one (1) original and three (3) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

I. FIRM QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

A. Minimum Firm Qualifications:

1. The firm must possess a current license from the Texas Board of Insurance.
2. The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
 - a. Title Examiners
 - b. Closing Officers
 - c. Escrow Agents
3. The provider should have experience with State (i.e. Tx Dot), County and other governmental entities as well as private sector firms.

II. RFP REQUIREMENTS:

Each proposal must address, but may not be limited to, the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. Provide the number of staff members available in order to render (but not be limited to) all the services described and listed herein.
5. List three (3) governmental projects with names, addresses, and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company had the capability to deliver the services required on a timely basis.
 - a. State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm.

- b. State your firm's / company timeline (business days) to issue a "Title Commitment(s)". State your commitment to comply or exceed (state how) the completed "Title Policy" within the seven (7) to ten (10) days. Include a copy of "Texas Title Insurance Premium Rates".
- c. State in how many business days your company can complete "Escrow Agent" services (if requested by the District) and include the applicable rates for those services.
- d. State how much personnel or staff will be assigned to rendering the services required.
- e. State in detail what "other services" are not included in the rates provided.

III. SCOPE OF TITLE COMPANY SERVICES including but not limited to the following:

- 1. Title Reports
- 2. Title Searches, i.e., Title Certificates
- 3. Title Commitments
- 4. Title Policy*
- 5. Escrow Agent Services, when requested by the District.
- 6. Closing document preparation with fee schedule, when requested by the District.

****NOTE: In the event that a Title Commitment is requested and no title policy is necessary purchased, HCDD1 will pay a maximum of three hundred dollars (\$300.00) for the services.***

IV. REQUEST FOR SERVICES:

At the time the District is requiring Title Company Services, the District will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by the Drainage District Board of Directors for the provision of said services.

In the event a situation arises that requires an urgent timeline, the District may elect to use the awarded provider that commits (in a documented fashion, i.e., in writing or e-mail) to meet that time frame.

V. INVOLUNTARY TERMINATION:

The approval of a vendor as pre qualified to perform work for the Hidalgo County Drainage District No. 1 under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon occurrence of any of the following:

- 1. The death of the vendor, if an individual, or the primary professional

member, if a firm or entity.

2. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas.
3. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre qualified.
4. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time.
5. The failure or refusal of the vendor to comply with the reasonable policies, standards, and regulations of Hidalgo County Drainage District No. 1, which may from time to time be established; provided however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
6. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County Drainage District No. 1.

VI. CONTRACT AWARD:

The District does not guarantee that a contract will be awarded as a result of the RFP. In the event that a contract award is made, but the contract is not executed, the District does not guarantee that the contract will be re-awarded.

VII. RESPONSE DEADLINE:

Response to the RFP must be received at the office of Moises Salazar, Procurement Manager, Hidalgo County Drainage District No. 1; 902 N. Doolittle Rd., Edinburg, Texas 78542, by no later than Wednesday, April 26, 2017 at 9:30 a.m. for consideration. Please refer to Legal Notice, Page 1, No. 2, RFP No. HCDD1-17-017-04-26 and also in Exhibit "A" (Requirements), Page 1 of this section.

VIII. PROPOSER(S) ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work and services.

IX. NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County Drainage District No. 1 requires **one (1) original submittal and three (3) copies of the RFP.**

SECTION III -SELECTION, EVALUATION AND AWARD

Hidalgo County Drainage District No. 1 may award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in its best interest to do so.

A. EVALUATION SYSTEM:

Proposals will be evaluated utilizing the evaluation criteria noted below.

Based on the District’s evaluation, and considering how many parcels are required, a company or companies will be selected to provide the services on as needed basis. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed “Purchase Order” and will be forwarded to the firms(s).

B. EVALUATION CRITERIA:

The following criteria will be used to evaluate Proposals:

- I. FIRM’S STAFFING AND EXPERIENCE..... 20 Points**
 - A. Experience of years in business.
 - B. Staffing level/experience of staff

- II. FIRM’S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED..... 45 Points**
 - A. Capability to perform all the services required (as stated in Section II herein) for projects in a timely manner, namely;
 - 1. Days between “Order” and “Title Commitment”;
 - 2. Days to complete “Title Policy”;
 - 3. Days to complete “Escrow Agent Services”
 - 4. Staff assigned to Drainage District Work.

- III. EXPERIENCE..... 15 Points**
 - A. Recent experience and familiarity with Political Subdivisions / Government Agencies.
 - B. Number of similar governmental projects listed.

- IV. COST OF SERVICES HEREIN REQUESTED..... 10 Points**
 - A. Provides the required services at reasonable cost.

- V. COST OF “OTHER SERVICES” PROPOSED..... 10 Points**
 - A. Provides other services at a reasonable cost.

OVERALL TOTAL POINTS = 100 POINTS

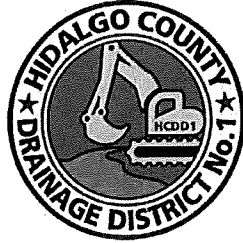


EXHIBIT B

EVALUATION FORM

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
REQUEST FOR PROPOSALS
HCDD1-17-017-04-26

“TITLE COMPANY SERVICES – POOL”

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
PROFESSIONAL TITLE COMPANY SERVICES POOL-EVALUATION FORM
RFQ No. HCDD1-17-017-04-26

Selection Criteria	Points	Score
I. FIRM'S STAFFING AND EXPERIENCE..... (Maximum Points = 20)		
A. Experience of years in business	0-10	_____
B. Staffing level/experience of staff	0-10	_____
Comments/Rationale For Points:		
II. FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED... (Maximum Points = 45)		
1. Days between "Order" and "Title Commitment"	0-15	_____
2. Days to complete "Title Policy"	0-15	_____
3. Days to complete "Escrow Agent Services"	0-5	_____
4. Staff assigned to Drainage District Work.	0-10	_____
Comments/Rationale For Points:		
III. EXPERIENCE..... (Maximum Points = 15)		
A. Recent experience and familiarity with Political Subdivisions / Government Agencies.	0-10	_____
B. Number of similar governmental projects listed.	0-5	_____
Comments/Rationale For Points:		
IV. COST OF SERVICES HEREIN REQUESTED..... (Maximum Points = 10)		
A. Provides the required services at reasonable cost.	0-10	_____
Comments/Rationale For Points:		
V. COST OF "OTHER SERVICES" PROPOSED..... (Maximum Points = 10)		
A. Provides other services at a reasonable cost.	0-10	_____
Comments/Rationale For Points:		
Total Score		_____

Firm Name: _____

Project Name: _____

Evaluator: _____ Date: _____

EXHIBIT “C”
Insurance Requirements
Applicable to the Acquisition of
Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

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

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP \$
					AGGREGATE \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU. <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

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 of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation 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 filling 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-CONFLICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County 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____

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: \$ _____

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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	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.

Social security number									

or

Employer identification number									

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.

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)(ii). 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 6 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 6 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.

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.

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 ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹

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 ¹
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.

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

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

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-HCDD1-17-XXX-XX-XX

THIS AGREEMENT is made effective the XXth day of XXXX, 2017, by and between the **Hidalgo County Drainage District No. 1, County of Hidalgo, Texas** ("District") and XXXXXXXXXX ("Title Agent/ Examiner").

WITNESSETH:

WHEREAS, the District requires services for: **Title Report Related Services (on call on as needed basis)** located within Hidalgo County Drainage District No. 1 and;

WHEREAS, the District solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Company Services", and

WHEREAS, from which "Title Company Services" firm/vendor has been selected from the "Pool" of pre-qualified Title Companies Services from response to the Request for Proposals (RFP), and;

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

WHEREAS, the District has selected the Title Agent/Examiner to provide the title report services within the County of Hidalgo, Texas in accordance to Exhibit A-1, Request for Proposals (RFP) Procurement Packet and through its procured approved pool of "Title Company Services Pool".

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

- 1. Scope of Services.** Title Agent/Examiner agrees to provide to the District the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload

free from constraints to complete Title Reports within three (3) business days per parcel. **The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the District for each work order. Further, in the event that it is demonstrated by Title Agent/Examiner that the District has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provide the title report(s) ordered, Title Examiner/Agent must advise in written notice to the District to authorize and to secure additional time to comply.**

2. **Non-Exclusive Services of Title Company Services.** District reserves the right to request these services from other sources other than the Title Agent/ Examiner 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 XXXX XX, 2017 and will expire XXXX XX, 2018 or unless sooner terminated as provided herein, with the District's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. The District reserves the right to continue this contract for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions. The Title Examiner/Agent 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 Title Agent/ Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Agent/ Examiner. The Title Agent/ Examiner 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. Title Agent/ Examiner 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 Title Agent/ Examiner shall be mailed to the address shown in numbered Paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Title Agent/ Examiner shall undertake and complete the authorized work. The District or the Title Agent/ Examiner can request conferences to be provided at the Title Agent/ Examiner'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 Title Agent/ Examiner, or a subcontractor, the Title Agent/ Examiner 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 Title Agent/ Examiner 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 Title Agent/ Examiner, the District shall require the Title Agent/ Examiner 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 Title Agent/ Examiner, the District will reimburse the Title Agent/ Examiner 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 Title Agent/ Examiner 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 Title Agent/ Examiner or furnished to the Title Agent/ Examiner 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 Title Agent/ Examiner may, at its own expense, have copies made of the documents or any other data furnished the District under this contract.

10. Independent Contractor. Title Agent/ Examiner 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 Title Agent/ Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/ Examiner 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. Title Agent/ Examiner 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 (30) days prior written notice to the Title Agent/Examiner.

12. Insurance. Title Agent/ Examiner 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, Title Agent/ Examiner, 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. Termination by the District. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by the District, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then District shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. 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.

17. 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 Title Agent/ Examiner, and not otherwise.

18. 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.

19. Hold Harmless. In the event Title Agent/ Examiner 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, Title Agent/ Examiner 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 Title Agent/ Examiner'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.

20. 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.

21. 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 Title Agent/ Examiner: _____

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

22. 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.

23. 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.

24. 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.

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

26. 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).

27. 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: **HIDALGO COUNTY DRAINAGE DISTRICT No.1**
Atlas, Hall & Rodriguez L.L.P

By: _____ By: _____
Ramon Garcia, Chairman

TITLE AGENT/EXAMINER:

NAME: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT "A"

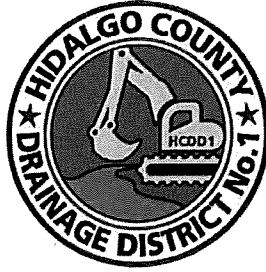
Services to be provided by Title Agent/
Examiner

DRAFT

EXHIBIT "B"
Fee Schedule

DRAFT

EXHIBIT "C"
Insurance Certificate



HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR PROPOSALS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
“Title Company Services Pool”

RFP NO.: HCDD1-17-017-04-26

All forms listed below must be included in the response.

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

- _____ Page 8 of Legal Notice
- _____ Proposal Fees
- _____ Exhibit “C” Acknowledgement forms (page 3 and 4)
- _____ Exhibit “D” CIQ Form- Copy of County Clerk File Recording fee receipt.
- _____ Exhibit “E” Proposers Affidavit
- _____ Vendor Bidder Application and IRS form W-9
- _____ Certification Regarding Debarment
- _____ One (1) Original, three (3) Copies containing a complete response including but not limited to all forms above listed.

EXHIBIT "A"
Services to be provided by Title Agent/
Examiner

EXHIBIT "A"

Services to be provided by Valley Land Title Co.:

- 1) Title Reports and/or Title Commitments
- 2) Title Insurance Policies
- 3) Escrow/Closing Services

EXHIBIT “B”
Fee Schedule



Alamo Title Insurance | Chicago Title Insurance Company | Commonwealth Land Title Insurance Co. | Fidelity National Title Insurance Company

Southwest Agency Division | Regional Agency | Legal Department | Underwriting

8750 N. Central Expressway, Suite 950, Dallas, TX 75231 | Website: www.FNTGSWAgency.com

AGENCY Toll Free (800) 925-0965 Fax (214) 346-7233 | LEGAL/UNDERWRITING Toll Free (800) 442-7067 Fax 214-303-5442

TEXAS

SCHEDULE OF BASIC PREMIUM RATES FOR TITLE INSURANCE

Effective May 1, 2013

Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium
10,000	\$238								
10,500	242	28,500	368	46,500	497	64,500	625	82,500	753
11,000	244	29,000	373	47,000	499	65,000	628	83,000	757
11,500	248	29,500	376	47,500	503	65,500	631	83,500	759
12,000	252	30,000	380	48,000	508	66,000	635	84,000	762
12,500	255	30,500	383	48,500	512	66,500	640	84,500	767
13,000	260	31,000	387	49,000	515	67,000	644	85,000	770
13,500	264	31,500	390	49,500	518	67,500	645	85,500	773
14,000	267	32,000	393	50,000	522	68,000	649	86,000	776
14,500	270	32,500	398	50,500	525	68,500	653	86,500	781
15,000	272	33,000	401	51,000	527	69,000	656	87,000	785
15,500	276	33,500	405	51,500	531	69,500	659	87,500	788
16,000	280	34,000	408	52,000	536	70,000	664	88,000	791
16,500	284	34,500	412	52,500	540	70,500	668	88,500	795
17,000	288	35,000	415	53,000	543	71,000	672	89,000	799
17,500	292	35,500	419	53,500	547	71,500	674	89,500	801
18,000	296	36,000	422	54,000	550	72,000	677	90,000	804
18,500	298	36,500	426	54,500	553	72,500	681	90,500	809
19,000	301	37,000	429	55,000	556	73,000	685	91,000	813
19,500	304	37,500	433	55,500	559	73,500	688	91,500	817
20,000	309	38,000	437	56,000	565	74,000	692	92,000	819
20,500	312	38,500	441	56,500	568	74,500	696	92,500	823
21,000	317	39,000	443	57,000	571	75,000	700	93,000	827
21,500	320	39,500	447	57,500	575	75,500	702	93,500	831
22,000	324	40,000	450	58,000	579	76,000	706	94,000	832
22,500	327	40,500	455	58,500	581	76,500	709	94,500	837
23,000	330	41,000	457	59,000	585	77,000	713	95,000	842
23,500	333	41,500	462	59,500	589	77,500	716	95,500	845
24,000	337	42,000	465	60,000	593	78,000	720	96,000	847
24,500	340	42,500	469	60,500	597	78,500	725	96,500	851
25,000	345	43,000	471	61,000	600	79,000	729	97,000	855
25,500	348	43,500	475	61,500	603	79,500	730	97,500	859
26,000	352	44,000	479	62,000	607	80,000	734	98,000	862
26,500	355	44,500	483	62,500	611	80,500	738	98,500	866
27,000	358	45,000	487	63,000	613	81,000	742	99,000	870
27,500	361	45,500	490	63,500	617	81,500	744	99,500	873
28,000	365	46,000	493	64,000	621	82,000	748	100,000	875

FNTG Online Rate Calculator: <http://ratecalculator.fntg.com>

Premiums shall be calculated as follows for policies in excess of \$100,000

1. For policies of \$100,001 - \$1,000,000
Basic Premium
 (1) Subtract \$100,000 from policy amount.
 (2) Multiply result in 1.(1) by 0.00554
 and round to nearest whole dollar
 (3) Add \$875 to result in 1.(2).

2. For policies of \$1,000,001 - \$5,000,000
Basic Premium
 (1) Subtract \$1,000,000 from policy amount.
 (2) Multiply result in 2.(1) by 0.00456
 and round to nearest whole dollar
 (3) Add \$5,861 to result in 2.(2).

3. For policies of \$5,000,001 - \$15,000,000
Basic Premium
 (1) Subtract \$5,000,000 from policy amount.
 (2) Multiply result in 3.(1) by 0.00376
 and round to nearest whole dollar
 (3) Add \$24,101 to result in 3.(2).

4. For policies of \$15,000,001 - \$25,000,000
Basic Premium
 (1) Subtract \$15,000,000 from policy amount.
 (2) Multiply result in 4.(1) by 0.00267
 and round to nearest whole dollar
 (3) Add \$61,701 to result in 4.(2)

5. For policies in excess of \$25,000,000
Basic Premium
 (1) Subtract \$25,000,000 from policy amount.
 (2) Multiply result in 5.(1) by 0.00160
 and round to nearest whole dollar
 (3) Add \$88,401 to result in 5.(2).

Below are the premiums calculated for specific amounts.

If there is any variance from these policy amounts, you must use the formula set out above.

Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium
101,000	881	130,000	1,041	159,000	1,202	188,000	1,363	217,000	1,523
102,000	886	131,000	1,047	160,000	1,207	189,000	1,368	218,000	1,529
103,000	892	132,000	1,052	161,000	1,213	190,000	1,374	219,000	1,534
104,000	897	133,000	1,058	162,000	1,218	191,000	1,379	220,000	1,540
105,000	903	134,000	1,063	163,000	1,224	192,000	1,385	300,000	1,983
106,000	908	135,000	1,069	164,000	1,230	193,000	1,390	400,000	2,537
107,000	914	136,000	1,074	165,000	1,235	194,000	1,396	500,000	3,091
108,000	919	137,000	1,080	166,000	1,241	195,000	1,401	600,000	3,645
109,000	925	138,000	1,086	167,000	1,246	196,000	1,407	700,000	4,199
110,000	930	139,000	1,091	168,000	1,252	197,000	1,412	800,000	4,753
111,000	936	140,000	1,097	169,000	1,257	198,000	1,418	900,000	5,307
112,000	941	141,000	1,102	170,000	1,263	199,000	1,423	1,000,000	5,861
113,000	947	142,000	1,108	171,000	1,268	200,000	1,429	2,000,000	10,421
114,000	953	143,000	1,113	172,000	1,274	201,000	1,435	3,000,000	14,981
115,000	958	144,000	1,119	173,000	1,279	202,000	1,440	4,000,000	19,541
116,000	964	145,000	1,124	174,000	1,285	203,000	1,446	5,000,000	24,101
117,000	969	146,000	1,130	175,000	1,291	204,000	1,451	6,000,000	27,861
118,000	975	147,000	1,135	176,000	1,296	205,000	1,457	7,000,000	31,621
119,000	980	148,000	1,141	177,000	1,302	206,000	1,462	8,000,000	35,381
120,000	986	149,000	1,146	178,000	1,307	207,000	1,468	9,000,000	39,141
121,000	991	150,000	1,152	179,000	1,313	208,000	1,473	10,000,000	42,901
122,000	997	151,000	1,158	180,000	1,318	209,000	1,479	11,000,000	46,661
123,000	1,002	152,000	1,163	181,000	1,324	210,000	1,484	12,000,000	50,421
124,000	1,008	153,000	1,169	182,000	1,329	211,000	1,490	13,000,000	54,181
125,000	1,014	154,000	1,174	183,000	1,335	212,000	1,495	14,000,000	57,941
126,000	1,019	155,000	1,180	184,000	1,340	213,000	1,501	15,000,000	61,701
127,000	1,025	156,000	1,185	185,000	1,346	214,000	1,507	20,000,000	75,051
128,000	1,030	157,000	1,191	186,000	1,351	215,000	1,512	25,000,000	88,401
129,000	1,036	158,000	1,196	187,000	1,357	216,000	1,518	30,000,000	96,401

Rates in Texas are set by the Texas Department of Insurance. For More Information, go to TDI's Website: www.tdi.texas.gov/title/index.html

Great care has been taken to make these tables correct though there is no warranty of complete accuracy

5/1/2013

EXHIBIT “C”
Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2017

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 have ADDITIONAL INSURED provisions or 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: Ruben Garza	
Lone Star Insurance Services, Inc.		PHONE (A/C, No, Ext): 956-682-1722 X2967	FAX (A/C, No): 956-682-1742
P. O. Box 3988		E-MAIL ADDRESS: garzar@lonestar-ins.com	
McAllen	TX 78502	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Company of America	
		INSURER B: Twin City Fire Insurance Co.	
		INSURER C: Commerce & Industry Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
Valley Land Title Company, LTD.			
6013 N. 10th Street			
McAllen	TX 78504		

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		680-7G692493-17-42	01/16/2017	01/16/2018	EACH OCCURRENCE \$ 1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00
						MED EXP (Any one person) \$ 5,000.00
						PERSONAL & ADV INJURY \$ 1,000,000.00
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000.00
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000.00
OTHER:						\$
B	AUTOMOBILE LIABILITY		65WBCAN8069	03/17/2017	03/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB		BE 015886431	01/16/2017	01/16/2018	EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE					\$
DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		65WBCAN8069	03/17/2017	03/17/2018	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
C	Excess Liability		BE 015886431	01/16/2017	01/16/2018	Each Occurrence \$1,000,000.00

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

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo Purchasing Department 2812 S. Bus. Hwy. 83 Edinburg TX 78539	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 <i>M. Anna Zumbado</i>

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

- 8. AI -59845** A. Presentation of the sole firm responding to RFP No. HCDD1-17-017-04-26 "Title Company Services-(Pool)", Valley Land Title, Co., for the purpose of acceptance and "Ranking as Qualified" by the HCDD1 Board of Directors.

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

B. Pursuant to the Boards approval, requesting authority for the Hidalgo County Drainage District No.1 to negotiate a Services Contract with the sole qualified proposer, Valley Land Title, Co., for the provision of "Title Company Services On-Call (on as needed basis).

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

- 9. AI -59875** 2013 Bond Series.
Approval to issue manual payment on the following Payment Applications for Construction Projects once audit procedures are complete:
A. Application for Payment No. 2 in the amount of \$6,056.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structures-Montecristo Lateral. PO#626178. Project Engineer: Tedsi Infrastructure Group.
B. Application for Payment No. 3 in the amount of \$27,900.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structure-Weslaco North Lateral. PO#626177. Project Engineer: Tedsi Infrastructure Group.
C. Application for Payment No. 4 Retainage Release in the amount of \$29,375.00.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structure-Weslaco North Lateral. PO#626177. Project Engineer: Tedsi Infrastructure Group.

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval form A to C.

Vote: 4 - 0 – Unanimously

AI -59845

8.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Moises

Salazar,
DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Presentation of the sole firm responding to RFP No. HCDD1-17-017-04-26 "Title Company Services-(Pool)", Valley Land Title, Co., for the purpose of acceptance and "Ranking as Qualified" by the HCDD1 Board of Directors.

B. Pursuant to the Boards approval, requesting authority for the Hidalgo County Drainage District No.1 to negotiate a Services Contract with the sole qualified proposer, _____, for the provision of "Title Company Services On-Call (on as needed basis).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	05/12/2017 05:17 PM
Form Started By: Moises Salazar		Started On: 05/12/2017 10:54 AM
Final Approval Date: 05/12/2017		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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
 CERTIFICATION OF FILING**

Certificate Number:
 2017-199905

Date Filed:
 04/28/2017

Date Acknowledged:
 05/22/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Valley Land Title Co.
 McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County Drainage District No. 1

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.
 HCDD1-17-017-04-26
 Title Company Services Pool

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

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

Moises Salazar

From: Steve Crain <scrain@atlashall.com>
Sent: Wednesday, May 24, 2017 5:22 PM
To: 'Moises Salazar'
Subject: RE: Title Company Services Agreement

The contract is OK.

From: Moises Salazar [mailto:moises.salazar@hcdd1.org]
Sent: Wednesday, May 24, 2017 4:05 PM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: Title Company Services Agreement

Hello Mr. Crain,
This is to request your review as to form of the attached agreement for Title Company Services.
We will be placing this agreement for approval on next Board Meeting.

Appreciate your help.

Thank you.



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

AI -60012

9.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Venser Contractors, LLC for RFB No. HCDD1-17-023-05-10 "Street and Drainage Improvements for Plena Vista Subdivision, Unit 2", in the total bid amount of \$450,960.30 as recommended by project engineer , Cruz-Hogan Consultants, Inc.

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District General Manager, Raul E. Sesin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

HB1295 has been submitted by Venser Contractors, LLC

Fiscal Impact

Attachments

Award Letter, Bid Tabulation and Comparison

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Moises Salazar		Started On: 05/25/2017 01:23 PM
Final Approval Date: 05/26/2017		

CRUZ-HOGAN *Consultants, Inc.*

ENGINEERS | PLANNERS | CONSULTANTS

McAllen | Harlingen | Weslaco

TBPE Firm Reg No. F-4860

May 17, 2017

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

Re: Letter of Award Recommendation
Street and Drainage Improvements
for Plena Vista Subdivision, Unit 2
Hidalgo County, Texas

Dear Mr. Sesin,

We have reviewed the sixteen (16) bids received May 10, 2017 for Hidalgo County Drainage District No. 1, Street and Drainage Improvements for Plena Vista Subdivision, Unit 2. A Bid Tabulation and Itemized Bid Tabulation Sheets are enclosed for your review.

The low base bid submitted by Venser Contractors, LLC from Harlingen, Texas in the amount of \$450,960.30 has been reviewed and appears to be in order. We also contacted some of the Contractor's references and received a positive response. We recommend the low bid submitted by Venser Contractors, LLC be accepted and a contract be awarded in the amount of \$450,960.30. The estimated construction cost of the project was approximately \$600,000.00.

If you have any questions, please feel free to contact me at (956) 682-5022.

Sincerely,



Ronnie Cruz, P.E., CFM
Vice President

RC/cr

Enclosures

cc: Moises Salazar, HCDD1
Erika Zamora, Hidalgo County Precinct #2
Oscar E. Vento, Venser Contractors, LLC

(Moises.salazar@hcdd1.org)
(erika.zamora@co.hidalgo.tx.us)
(jvrvento@aol.com)

BID TABULATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

"Street and Drainage Improvements for Plena Vista Subdivision, Unit 2"

Pre-Bid Conf.: Monday, May 1, 2017 at 3:00 p.m.

Location: 902 N. Doolittle, Edinburg, TX

Bid Opening: Wednesday, May 10, 2017 at 9:30 a.m.

Location: 902 N. Doolittle, Edinburg, TX

	BIDDER	ADDENDUM NO. 1	BID BOND	TOTAL BID AMOUNT
1	Venser Contractors, LLC	Acknowledged	Included	\$450,960.30
2	MJA Construction, LLC	Acknowledged	Included	\$496,724.96
3	Filegonia Site Contractors, LLC	Acknowledged	Included	\$560,285.20
4	Texas Cordia Construction, LLC	Acknowledged	Included	\$569,427.10
5	Mor-Wil, LLC	Acknowledged	Included	\$577,075.50
6	Earthworks Enterprise	Acknowledged	Included	\$577,352.50
7	Saenz Utility Contractors, LLC	Acknowledged	Included	\$584,420.20
8	Garco Industries, Inc.	Acknowledged	Included	\$585,984.95
9	G & G Contractors	Acknowledged	Included	\$591,508.70
10	International Consulting Engineers	Acknowledged	Included	\$598,968.00
11	IOC Company, LLC	Acknowledged	Included	\$624,789.17
12	Artillery, LLC	Acknowledged	Included	\$671,690.00
13	Jimmy Closner & Sons Construction Co., Inc.	Acknowledged	Included	\$695,759.80
14	Foremost Paving , Inc.	Acknowledged	Included	\$739,349.50
15	Go Underground, LLC	Acknowledged	Included	\$789,352.20
16	Pega JPS Utilities, LLC	Acknowledged	Included	\$822,274.40

ITEMIZED BID TABULATION SHEET

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

"Street and Drainage Improvements for Plena Vista Subdivision, Unit 2"

Bid Date: Wednesday, May 10, 2016 - 9:30 a.m.

Item No.	Item Description	Unit	Est. Qty.	VENSER CONTRACTORS LLC		MJA CONSTRUCTION LLC		FILEGONIA SITE CONTRACTORS LLC		TEXAS CORDIA CONSTRUCTION LLC		MOR-WIL LLC		ZGS LLC dba EARTHWORKS ENTERPRISE		SAENZ UTILITY CONTRACTORS LLC		GARCO INDUSTRIES INC.		G & G CONTRACTORS		INTERNATIONAL CONSULTING ENGINEERS		IOC COMPANY LLC		ARTILLERY LLC		JIMMY CLOSNER & SONS CONST. COMPANY INC.		FOREMOST PAVING INC.		GO UNDERGROUND LLC		PEGA JPS UTILITIES LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Preparation of Street Right-of-way. To include all excavation, removal of existing 12" lay down curb, backfilling, compaction of fill subgrade, hauling, clearing, grubbing, grading, backfilling behind of curb shaping, and etc. All complete, in place.	STA	29.5	\$380.00	\$11,210.00	\$500.00	\$14,750.00	\$890.00	\$26,255.00	\$1,000.00	\$29,500.00	\$500.00	\$14,750.00	\$1,100.00	\$32,450.00	\$405.00	\$11,947.50	\$2,500.00	\$73,750.00	\$250.00	\$7,375.00	\$800.00	\$23,600.00	\$530.37	\$15,645.92	\$1,000.00	\$29,500.00	\$650.00	\$19,175.00	\$2,500.00	\$73,750.00	\$1,200.00	\$35,400.00	\$3,800.00	\$112,100.00
2	8" Lime Stabilization Of Subgrade (6% lime, 4lbs/sy). To include all mixing, pulverization, watering, disk, grading, shaping and compaction. All complete, in place.	SY	12,847	\$3.00	\$38,541.00	\$2.88	\$36,999.36	\$5.00	\$64,235.00	\$5.30	\$68,089.10	\$6.00	\$77,082.00	\$6.10	\$78,366.70	\$1.85	\$23,766.95	\$1.90	\$24,409.30	\$5.00	\$64,235.00	\$3.50	\$44,964.50	\$5.94	\$76,311.18	\$6.00	\$77,082.00	\$8.00	\$102,776.00	\$6.50	\$83,505.50	\$7.00	\$89,929.00	\$8.40	\$107,914.80
3	8" Flexible base Material Type E, Grade 3, caliche. To include Installation compaction and shaping to final grade. All complete, in place.	SY	10,841	\$5.00	\$54,205.00	\$6.00	\$65,046.00	\$5.85	\$63,419.85	\$7.00	\$75,887.00	\$8.00	\$86,728.00	\$8.00	\$86,728.00	\$5.95	\$64,503.95	\$8.90	\$96,484.90	\$8.50	\$92,148.50	\$7.00	\$75,887.00	\$8.30	\$89,980.30	\$8.00	\$86,728.00	\$9.00	\$107,325.90	\$9.50	\$102,989.50	\$12.90	\$139,848.90	\$10.00	\$108,410.00
4	2 1/2" Flexible Base Material: Type E, Grade 3, caliche. To include installation, compaction and shaping to final grade. All complete, in place.	SY	1,870	\$2.00	\$3,740.00	\$1.90	\$3,553.00	\$2.30	\$4,301.00	\$3.00	\$5,610.00	\$4.00	\$7,480.00	\$8.00	\$14,960.00	\$2.45	\$4,581.50	\$4.00	\$7,480.00	\$3.00	\$5,610.00	\$3.00	\$5,610.00	\$3.84	\$7,180.80	\$4.00	\$7,480.00	\$4.50	\$8,415.00	\$6.50	\$12,155.00	\$8.00	\$14,960.00	\$3.65	\$6,825.50
5	1-1/2" Compacted H.M.A.C. Pavement Type D (165 lbs/sy). All complete, in place.	SY	10,841	\$8.50	\$92,148.50	\$9.00	\$97,569.00	\$8.70	\$94,316.70	\$12.00	\$130,092.00	\$8.50	\$92,148.50	\$9.00	\$97,569.00	\$10.80	\$117,082.80	\$8.50	\$92,148.50	\$10.00	\$108,410.00	\$9.25	\$100,279.25	\$6.65	\$72,092.65	\$12.00	\$130,092.00	\$8.60	\$93,232.60	\$8.50	\$92,148.50	\$13.80	\$149,605.80	\$11.00	\$119,251.00
6	Prime Coat (.20gal/sy). All complete, in place.	SY	10,841	\$1.80	\$19,513.80	\$1.60	\$17,345.60	\$0.55	\$5,962.55	\$1.00	\$10,841.00	\$1.00	\$10,841.00	\$0.80	\$8,672.80	\$1.50	\$16,261.50	\$1.25	\$13,551.25	\$2.20	\$23,850.20	\$1.25	\$13,551.25	\$0.87	\$9,431.67	\$2.00	\$21,682.00	\$1.30	\$14,093.30	\$1.00	\$10,841.00	\$2.50	\$27,102.50	\$2.10	\$22,766.10
7	18" Concrete Curb and Gutter. To include expansion and tooled joints and reinforcing steel. All complete, in place.	LF	6,040	\$8.25	\$49,830.00	\$9.00	\$54,360.00	\$11.50	\$69,460.00	\$10.00	\$60,400.00	\$10.25	\$61,910.00	\$9.00	\$54,360.00	\$8.25	\$49,830.00	\$10.50	\$63,420.00	\$9.00	\$54,360.00	\$10.00	\$60,400.00	\$10.44	\$63,057.60	\$12.00	\$72,480.00	\$8.60	\$51,944.00	\$14.00	\$84,560.00	\$14.00	\$84,560.00	\$12.60	\$76,104.00
8	6" Valley Gutter. To include Concrete, Steel, Joints, Reinforcing, and etc. All complete, in place.	LF	72	\$32.00	\$2,304.00	\$37.50	\$2,700.00	\$35.80	\$2,577.60	\$44.00	\$3,168.00	\$5.00	\$360.00	\$35.00	\$2,520.00	\$4.00	\$288.00	\$42.00	\$3,024.00	\$48.00	\$3,456.00	\$60.00	\$4,320.00	\$66.22	\$4,767.84	\$42.00	\$3,024.00	\$30.00	\$2,160.00	\$65.00	\$4,680.00	\$44.00	\$3,168.00	\$42.00	\$3,024.00
9	Remove and Replace Existing Asphalt Driveway. To include 1 1/2" H.M.A.C., 8" Caliche Base, Sand Backfill, Tack Coat, Saw Cutting and etc. All complete, in place.	SY	620	\$17.00	\$10,540.00	\$22.00	\$13,640.00	\$27.00	\$16,740.00	\$29.00	\$17,980.00	\$10.00	\$6,200.00	\$30.00	\$18,600.00	\$36.00	\$22,320.00	\$34.00	\$21,080.00	\$26.00	\$16,120.00	\$38.00	\$23,560.00	\$33.42	\$20,720.40	\$25.00	\$15,500.00	\$20.00	\$12,400.00	\$38.00	\$23,560.00	\$25.50	\$15,810.00	\$42.00	\$26,040.00
10	Remove and Replace Existing Concrete Driveway. To include 6" Thick 3,000 PSI Concrete, Reinforcing Steel, Saw Cutting and etc. All complete, in place.	SY	316	\$43.00	\$13,588.00	\$58.00	\$18,328.00	\$43.90	\$13,872.40	\$58.00	\$18,328.00	\$15.00	\$4,740.00	\$40.00	\$12,640.00	\$45.00	\$14,220.00	\$54.00	\$17,064.00	\$40.50	\$12,798.00	\$48.00	\$15,168.00	\$61.03	\$19,285.48	\$63.00	\$19,908.00	\$70.00	\$22,120.00	\$68.00	\$21,488.00	\$52.00	\$16,432.00	\$68.25	\$21,567.00
11	36" RCP Class III Rubber Gasket (5' - 10' Deep). To include installation, back fill, compaction, water jetting and jointing material. All complete, in place.	LF	264	\$75.00	\$19,800.00	\$90.00	\$23,760.00	\$92.65	\$24,459.60	\$86.00	\$22,704.00	\$80.00	\$21,120.00	\$100.00	\$26,400.00	\$120.00	\$31,680.00	\$98.50	\$26,004.00	\$65.00	\$17,160.00	\$145.00	\$38,280.00	\$111.93	\$29,549.52	\$100.00	\$26,400.00	\$120.00	\$31,680.00	\$99.00	\$26,136.00	\$82.00	\$21,648.00	\$85.00	\$22,440.00
12	24" RCP Class III Rubber Gasket (5' - 10' Deep). To include installation, backfill, compaction, water jetting and joint material. All complete, in place.	LF	1,340	\$45.00	\$60,300.00	\$48.00	\$64,320.00	\$68.90	\$92,326.00	\$47.00	\$62,980.00	\$46.00	\$61,640.00	\$46.00	\$61,640.00	\$75.00	\$100,500.00	\$59.00	\$79,060.00	\$42.00	\$56,280.00	\$64.00	\$85,760.00	\$68.97	\$92,419.80	\$55.00	\$73,700.00	\$80.00	\$107,200.00	\$60.00	\$80,400.00	\$62.00	\$83,080.00	\$55.00	\$73,700.00
13	18" RCP Class III Rubber Gasket (5' - 10' Deep). To include installation, backfill, compaction, water jetting and joint material. All complete, in place.	LF	258	\$34.00	\$8,772.00	\$32.00	\$8,256.00	\$54.25	\$13,996.50	\$34.00	\$8,772.00	\$30.00	\$7,740.00	\$35.00	\$9,030.00	\$65.00	\$16,770.00	\$38.50	\$9,933.00	\$39.00	\$10,062.00	\$48.00	\$12,384.00	\$63.20	\$16,305.60	\$45.00	\$11,610.00	\$65.00	\$16,770.00	\$50.00	\$12,900.00	\$57.00	\$14,706.00	\$45.00	\$11,610.00
14	4" Concrete Storm Manhole. To include 5'x6" 3,000 PSI Concrete Collar, Steel, etc. All complete, in place.	EA	3	\$2,300.00	\$6,900.00	\$3,120.00	\$9,360.00	\$2,555.00	\$7,665.00	\$2,500.00	\$7,500.00	\$8,500.00	\$25,500.00	\$1,800.00	\$5,400.00	\$2,750.00	\$8,250.00	\$2,450.00	\$7,350.00	\$4,800.00	\$14,400.00	\$4,500.00	\$13,500.00	\$4,507.92	\$13,523.76	\$3,500.00	\$10,500.00	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00	\$3,950.00	\$11,850.00	\$3,500.00	\$10,500.00
15	5" Concrete Storm Manhole. To include 5'x5'x6" 3,000 PSI Concrete Collar, Steel, etc. All complete, in place.	EA	3	\$2,300.00	\$6,900.00	\$3,200.00	\$9,600.00	\$3,310.00	\$9,930.00	\$2,000.00	\$6,000.00	\$10,500.00	\$31,500.00	\$2,000.00	\$6,000.00	\$3,750.00	\$11,250.00	\$3,850.00	\$11,550.00	\$5,200.00	\$15,600.00	\$4,800.00	\$14,400.00	\$5,098.30	\$15,294.90	\$4,000.00	\$12,000.00	\$6,000.00	\$18,000.00	\$4,800.00	\$14,400.00	\$4,250.00	\$12,750.00	\$3,950.00	\$11,850.00

ITEMIZED BID TABULATION SHEET

**HIDALGO COUNTY DRAINAGE DISTRICT NO.1
RFB NO.: HCDD1-17-023-05-10
"Street and Drainage Improvements for Plena Vista Subdivision, Unit 2"
Bid Date: Wednesday, May 10, 2016 - 9:30 a.m.**

Item No.	Item Description	Unit	Est. Qty.	VENSER CONTRACTORS LLC		MJA CONSTRUCTION LLC		FILEGONIA SITE CONTRACTORS LLC		TEXAS CORDIA CONSTRUCTION LLC		MOR-WIL LLC		2GS LLC dba EARTHWORKS ENTERPRISE		SAENZ UTILITY CONTRACTORS LLC		GARCO INDUSTRIES INC.		G & G CONTRACTORS		INTERNATIONAL CONSULTING ENGINEERS		IOC COMPANY LLC		ARTILLERY LLC		JIMMY CLOSNER & SONS CONST. COMPANY INC.		FOREMOST PAVING INC.		GO UNDERGROUND LLC		PEGA JPS UTILITIES LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
16	Type "A" Precast Concrete Inlet. To include ring and cover and concrete base. All complete in place.	EA	10	\$1,850.00	\$18,500.00	\$1,600.00	\$16,000.00	\$2,235.00	\$22,350.00	\$1,700.00	\$17,000.00	\$3,000.00	\$30,000.00	\$2,800.00	\$28,000.00	\$3,500.00	\$35,000.00	\$2,250.00	\$22,500.00	\$4,800.00	\$48,000.00	\$4,000.00	\$40,000.00	\$3,761.94	\$37,619.40	\$3,000.00	\$30,000.00	\$3,700.00	\$37,000.00	\$3,200.00	\$32,000.00	\$3,500.00	\$35,000.00	\$3,950.00	\$39,500.00
17	Concrete Discharge Structure At Existing Ditch. To include 3,000 PSI Concrete, Reinforcing Steel, Excavation, Compaction and Placement. All complete in place.	LS	1	\$3,500.00	\$3,500.00	\$4,800.00	\$4,800.00	\$8,765.00	\$8,765.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00	\$5,500.00	\$5,500.00	\$10,306.97	\$10,306.97	\$9,500.00	\$9,500.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$3,250.00	\$3,250.00
18	SEEDING of areas behind Curb & Gutter and other disturbed areas. To include seeds, fertilizer, watering, etc. All complete, in place.	LS	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$3,550.00	\$3,550.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$5,425.00	\$5,425.00	\$9,500.00	\$9,500.00	\$5,000.00	\$5,000.00	\$3,010.92	\$3,010.92	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00
19	Trench Safety for Drainage Line Construction. To include preparation of Trench Safety Plan. All complete, in place.	LF	1,668	\$1.00	\$1,668.00	\$3.50	\$5,838.00	\$1.00	\$1,668.00	\$2.00	\$3,336.00	\$2.00	\$3,336.00	\$12.00	\$20,016.00	\$1.00	\$1,668.00	\$0.75	\$1,251.00	\$8.00	\$13,344.00	\$3.00	\$5,004.00	\$1.38	\$2,301.84	\$3.00	\$5,004.00	\$1.00	\$1,668.00	\$2.00	\$3,336.00	\$1.50	\$2,502.00	\$4.00	\$6,672.00
20	Construction Staking and Surveying. All complete, in place.	LS	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$3,390.00	\$3,390.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$8,403.57	\$8,403.57	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00
21	Traffic Control to include Barricades, Signs, Detours, & Traffic Handling as per TxDot Manual of Uniform Traffic Control Devices, Latest Edition.	MO	4	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00	\$1,550.00	\$6,200.00	\$1,060.00	\$4,240.00	\$1,500.00	\$6,000.00	\$800.00	\$3,200.00	\$7,250.00	\$29,000.00	\$500.00	\$2,000.00	\$2,500.00	\$10,000.00	\$1,200.00	\$4,800.00	\$2,180.85	\$8,723.40	\$2,000.00	\$8,000.00	\$3,500.00	\$14,000.00	\$3,500.00	\$14,000.00	\$3,250.00	\$13,000.00	\$4,500.00	\$18,000.00
22	Soil Erosion and Sediment Control. To include the development, implementation and maintenance of a storm water pollution prevention plan (SWPP3) all in accordance with State and Federal Regulations, submission of Notice of Intent (NOI) and Submission of Notice of Termination (NOT). All complete, in place.	LS	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$4,845.00	\$4,845.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$800.00	\$800.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$8,855.65	\$8,855.65	\$7,000.00	\$7,000.00	\$3,800.00	\$3,800.00	\$11,000.00	\$11,000.00	\$2,500.00	\$2,500.00	\$3,250.00	\$3,250.00
TOTAL PROJECT BID AMOUNT				\$450,960.30	\$450,960.30	\$496,724.96	\$496,724.96	\$560,285.20	\$560,285.20	\$569,427.10	\$569,427.10	\$577,075.50	\$577,075.50	\$577,352.50	\$577,352.50	\$584,420.20	\$584,420.20	\$585,984.95	\$585,984.95	\$591,508.70	\$591,508.70	\$598,968.00	\$598,968.00	\$624,789.17	\$624,789.17	\$671,690.00	\$671,690.00	\$695,759.80	\$695,759.80	\$739,349.50	\$739,349.50	\$789,352.20	\$789,352.20	\$822,274.40	\$822,274.40

AI -60037

10.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds

Budget 300-J-09 Project Pct.4

Approval to issue payment on the following item: Invoice No. PP1-5 2017 in the amount of \$178,354.10 from Hidalgo County Precinct No. 4 for reimbursement of labor, machine hours and fuel related to the construction of the J-09 Project (Pay Periods 1 through 5 of 2017).

Project Engineer: Tedsi Infrastructure Group

BACKGROUND

Fiscal Impact

Attachments

Pct.4 Inv No. PP1-5 2017

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Claudette Guerrero		Started On: 05/26/2017 10:16 AM
Final Approval Date: 05/26/2017		

MAY 05 2017

3:00 AM PM

BY: WJP

Pct. 4 INVOICE

Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph #: (956) 383-3112
Fax #: (956) 381-5905



Name: Nick Perez Date: 5/5/2017
Attention: Jaime J. Salazar Project: J-09
Address: 902 N Doolittle Rd, Edinburg, TX 78542 Invoice #: PP1-5 2017

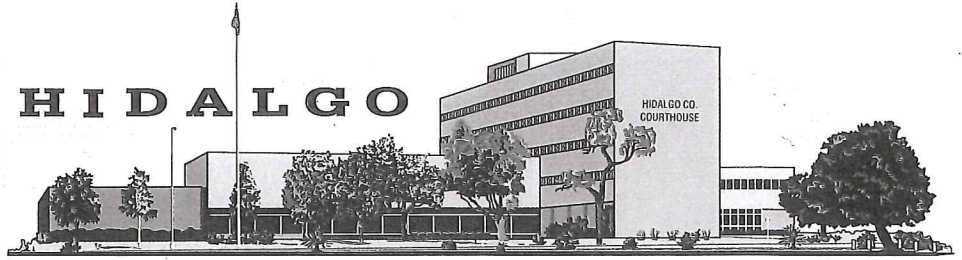
Description	Amount
J-09 PAY PERIODS 1-5 201 YEAR	\$ 178,354.10
Total-	\$ 178,354.10

MAKE CHECK PAYABLE TO: HIDALGO COUNTY PCT. NO. 4

J-09 Drainage Project

	<u>Original Request</u>	<u>Allowed</u>	<u>Disallowed Amount</u>	<u>Total Due From DD#1</u>
2017				
PP1				
12/12/2016 - 12/25/2016				
Labor	\$ 11,609.02	\$ 11,609.02	\$ -	\$ 11,609.02
Equipment	25,561.93	25,561.93	-	25,561.93
Fuel	1,684.23	1,076.33	607.90	1,076.33
Total	<u>38,855.18</u>	<u>38,247.28</u>	<u>607.90</u>	<u>38,247.28</u>
PP2				
12/26/2016 - 1/08/2017				
Labor	\$ 5,520.33	\$ 5,520.33	\$ -	\$ 5,520.33
Equipment	10,838.60	10,838.60	-	10,838.60
Fuel	1,029.83	888.81	141.02	888.81
Total	<u>17,388.76</u>	<u>17,247.74</u>	<u>141.02</u>	<u>17,247.74</u>
PP3				
1/09/2017 - 1/22/2017				
Labor	\$ 11,587.29	\$ 11,576.64	\$ 10.65	\$ 11,576.64
Equipment	27,543.11	27,543.11	-	27,543.11
Fuel	1,699.42	1,464.22	235.20	1,464.22
Total	<u>40,829.82</u>	<u>40,583.97</u>	<u>245.85</u>	<u>40,583.97</u>
PP4				
1/23/2017 - 2/05/2017				
Labor	\$ 15,819.82	\$ 15,819.82	\$ -	\$ 15,819.82
Equipment	33,208.60	33,208.60	-	33,208.60
Fuel	2,692.86	2,063.79	629.07	2,063.79
Total	<u>51,721.28</u>	<u>51,092.21</u>	<u>629.07</u>	<u>51,092.21</u>
PP5				
2/06/2017 - 2/19/2017				
Labor	\$ 11,601.99	\$ 11,601.99	\$ -	\$ 11,601.99
Equipment	18,068.45	18,068.45	-	18,068.45
Fuel	1,856.47	1,512.46	344.01	1,512.46
Total	<u>31,526.91</u>	<u>31,182.90</u>	<u>344.01</u>	<u>31,182.90</u>
Labor	\$ 56,127.80			
Equipment	\$ 115,220.69			
Fuel	\$ 7,005.61			
		<u>\$ 178,354.10</u>		

COUNTY *of* HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

May 2, 2017

MAY 05 2017

3:00 AM PM

BY: *MT*

Honorable Joseph Palacios
Hidalgo County Commissioner Pct. 4
1051 North Doolittle
Edinburg, Texas 78541

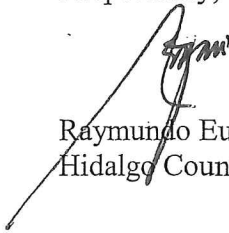
Dear Commissioner Palacios:

The Auditor's Office has concluded the review of the J-09 Project for pay periods 01 , 02, 03, 04, and 05 for 2016. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is \$178,354.10.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is \$178,354.10 for the pay periods stated above. Enclosed is a CD which includes the supporting documentation.

Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,


Raymundo Eufrazio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

L. KENO VASQUEZ
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

RENEE R. BETANCOURT
JUDGE, 449TH D.C.

DD# 1 J-09 Project
Pay Periods 1-5,
2017

STAPLES

CD-R

52x speed
1x - 52x compatible
product-support-staples.com

AI -60039

11.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds

Budget: 365-Rural Drainage Development Pct.4

Approval to issue payment on the following item:

Application for Payment No. 3 in the amount of \$159, 177.01 from Venser Contractors, LLC pertaining to Construction Contract No. HCDD1-16-045-09-27 Kenyon Rd & Mile 17 Area Drainage Improvements.

Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#630834

BACKGROUND

Fiscal Impact

Attachments

Venser PMT#3-Kenyon

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Claudette Guerrero		Started On: 05/26/2017 10:23 AM
Final Approval Date: 05/26/2017		



Hidalgo County Drainage District No. 1

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

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 5/8/2017

Engineer/Firm Name: Venser Contractors, LLC

Project Name/Number: Kenyon Rd & Mile 17 Area Drainage Improv.

Invoice No.: App. for Payment No. 3

Invoice Date: 4/26/2017

Due Date: 6/7/2017

Purchase Order No.: _____

Amount: \$159,177.01

Total # of Pages Submitted: 9

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos _____ Date: _____

Esther Layton _____ Date: _____

Claudette Guerrero _____ Date: _____

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: Contract No. HCDD1-16-045-09-27

APPLICATION FOR PMT #3

To: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (OWNER)
 From: VENSER CONTRACTORS LLC (CONTRACTOR)
 Contract: HCDD1-16-045-09-27
 Project: KENYON RD & MILE 17 AREA DRAINAGE IMPROVEMENTS
 OWNER's Contract No. HCDD1-16-045-09-27 ENGINEER's Project No. HCDD1-16-045-09-14
 For Work accomplished through the date of: 26-Apr-2017

1. Original Contract Price:		\$ 313,041.46
2. Net change by Change Orders and Written Agreements (+ or -):		\$ -
3. Current Contract Price (1 plus 2):		\$ 313,041.46
4. Total completed and stored to date:		\$ 291,495.68
5. Retainage (per Agreement):		
10% of completed Work:	\$ 29,149.57	
10% of stored material:	\$ -	
Total Retainage:		\$ 29,149.57
6. % of Construction \$ Amount Completed:		
93% of contracted \$ amount has been completed		
8. Total completed and stored to date less retainage (4 minus 5):		\$ 262,346.11
9. Less previous Application for Payments:		\$ (103,169.10)
10. Balance to Finish:		\$ 21,545.78
11. AMOUNT DUE THIS APPLICATION (8 MINUS 9):		\$ 159,177.01

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

MAY 08 2017

9:04 AM PM

BY: [Signature]

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated 26-Apr-17

VENSER CONTRACTORS LLC
 CONTRACTOR

By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 CONTRACTOR

By: _____

Quantity Worksheet

Contractor Name: VENSER CONTRACTORS LLC
 Starting Date: 0-Jan-1900
 Project Ending Date: 0-Jan-1900
 Engineer's / County Project Desc: KENYON RD & MILE 17 AREA DRAINAGE IMPROVEMENTS

Application: PMT #3
 Application Date: 26-Apr-2017
 Period To: 26-Apr-2017
 Engineer's / County Project No.: HCDD1-16-045-09-14

No.	Item Code	Description	Unit	Original Schedule Value			Application #1			Application #2			Application #3			Balance To Finish		
				Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Quan	Dollars	
BASE BID																		
1		STORM MANHOLE	EA	\$ 4,762.78	1.00	\$ 4,762.78							1.00	1.00	\$ 4,762.78	0.00	\$ -	
2		STORM MANHOLE W/ GRATE TOP	EA	\$ 4,762.78	1.00	\$ 4,762.78							1.00	1.00	\$ 4,762.78	0.00	\$ -	
3		TYPE M MANHOLE BOX W/ GRATE TOP	EA	\$ 4,762.78	1.00	\$ 4,762.78	1.00		\$ 4,762.78						\$ -	0.00	\$ -	
4		TYPE M MANHOLE BOX W/ GRATE TOP	EA	\$ 4,762.78	1.00	\$ 4,762.78									\$ -	1.00	\$ 4,762.78	
5		TYPE CC INLET	EA	\$ 4,762.78	2.00	\$ 9,525.56				1.00	1.00	\$ 4,762.78	1.00	2.00	\$ 4,762.78	0.00	\$ -	
6		18" RCP RUBBER GASKET	LF	\$ 39.00	45.00	\$ 1,755.00				45.00	45.00	\$ 1,755.00		45.00	\$ -	0.00	\$ -	
7		24" RCP RUBBER GASKET	LF	\$ 49.00	67.00	\$ 3,283.00							40.00	40.00	\$ 1,960.00	27.00	\$ 1,323.00	
8		48" RCP RUBBER GASKET	LF	\$ 135.00	1,074.00	\$ 144,990.00	52.00	52.00	\$ 7,020.00	199.00	251.00	\$ 26,865.00	823.00	1,074.00	\$ 111,105.00	0.00	\$ -	
9		5'X2' CONCRETE BOX	LF	\$ 260.00	106.00	\$ 27,560.00							92.00	92.00	\$ 23,920.00	14.00	\$ 3,640.00	
10		18" SET	EA	\$ 900.00	2.00	\$ 1,800.00							2.00	2.00	\$ 1,800.00	0.00	\$ -	
11		CONCRETE COLLAR FOR 60" PIPE	EA	\$ 2,800.00	2.00	\$ 5,600.00							2.00	2.00	\$ 5,600.00	0.00	\$ -	
12		TRENCH PROTECTION	LF	\$ 2.00	1,332.00	\$ 2,664.00	52.00	52.00	\$ 104.00				52.00	52.00	\$ 104.00	1,280.00	1,332.00	\$ 2,560.00
13		COMPACTED DIRT FILL - LABOR ONLY	CY	\$ 4.50	2,374.00	\$ 10,683.00									\$ -	2,374.00	\$ 10,683.00	
14		REGRADE ROADSIDE DITCH	LF	\$ 4.00	118.00	\$ 472.00									\$ -	118.00	\$ 472.00	
15		CUT & RESTORE PAVEMENT	SY	\$ 35.00	246.00	\$ 8,610.00				123.00	123.00	\$ 4,305.00		123.00	\$ -	123.00	\$ 4,305.00	
16		CEMENT STABILIZED BACKFILL	CY	\$ 50.00	13.00	\$ 650.00							13.00	13.00	\$ 650.00	0.00	\$ -	
17		TRAFFIC CONTROL PLAN	LS	\$ 5,500.00	1.00	\$ 5,500.00	0.75	0.75	\$ 4,125.00	0.25	1.00	\$ 1,375.00		1.00	\$ -	0.00	\$ -	
18		TEMPORARY EROSION & SEDIMENT	LS	\$ 1,500.00	1.00	\$ 1,500.00				1.00	1.00	\$ 1,500.00		1.00	\$ -	0.00	\$ -	
19		18" PVC 45 ELBOW	EA	\$ 900.00	2.00	\$ 1,800.00				2.00	2.00	\$ 1,800.00		2.00	\$ -	0.00	\$ -	
20		18" PVC TEE	EA	\$ 900.00	1.00	\$ 900.00				1.00	1.00	\$ 900.00		1.00	\$ -	0.00	\$ -	
21		18" PVC IRRIGATION	LF	\$ 39.00	327.00	\$ 12,753.00				327.00	327.00	\$ 12,753.00		327.00	\$ -	0.00	\$ -	
22		RELOCATE & REUSE IRRIGATION VALVE	LS	\$ 2,000.00	1.00	\$ 2,000.00				1.00	1.00	\$ 2,000.00		1.00	\$ -	0.00	\$ -	
23		TIE-IN IRRIGATION LINE	LS	\$ 1,200.00	1.00	\$ 1,200.00				1.00	1.00	\$ 1,200.00		1.00	\$ -	0.00	\$ -	
24		60" RCP RUBBER GASKET	LF	\$ 240.00	40.00	\$ 9,600.00							40.00	40.00	\$ 9,600.00	0.00	\$ -	
25		BEDDING & BACKFILL FOR RCP	LF	\$ 5.00	1,332.00	\$ 6,660.00	52.00	52.00	\$ 260.00	204.00	256.00	\$ 1,020.00	1,076.00	1,332.00	\$ 5,380.00	0.00	\$ -	
26		30" PVC IRRIGATION LINE CASING	LF	\$ 85.00	40.00	\$ 3,400.00				40.00	40.00	\$ 3,400.00		40.00	\$ -	0.00	\$ -	
Total WATERLINE BASE						281,956.68			16,271.78			63,635.78			176,863.34		25,185.78	
0		CHANGE ORDERS	0	\$ -	0.00	\$ -			\$ -			\$ -			\$ -	0.00	\$ -	
22		TYPE M MANHOLE BOX	EA	\$ 4,762.78	1.00	\$ 4,762.78	1.00	1.00	\$ 4,762.78				1.00	1.00	\$ -	0.00	\$ -	
23		24" RCP RUBBER GASKET	LF	\$ 49.00	21.00	\$ 1,029.00				21.00	21.00	\$ 1,029.00		21.00	\$ -	0.00	\$ -	
24		CONCRETE COLLAR FOR 60" PIPE	EA	\$ 2,800.00	1.00	\$ 2,800.00	1.00	1.00	\$ 2,800.00				1.00	1.00	\$ -	0.00	\$ -	
25		TRENCH PROTECTION	LF	\$ 2.00	109.00	\$ 218.00	88.00	88.00	\$ 176.00	21.00	109.00	\$ 42.00		109.00	\$ -	0.00	\$ -	
26		60" RCP RUBBER GASKET	LF	\$ 240.00	88.00	\$ 21,120.00	88.00	88.00	\$ 21,120.00				88.00	88.00	\$ -	0.00	\$ -	
27		BEDDING & BACKFILL FOR RCP	LF	\$ 5.00	109.00	\$ 545.00	88.00	88.00	\$ 440.00	21.00	109.00	\$ 105.00		109.00	\$ -	0.00	\$ -	
28		REMOVE 7'X3' CONCRETE BOX	LS	\$ 3,500.00	1.00	\$ 3,500.00	1.00	1.00	\$ 3,500.00				1.00	1.00	\$ -	0.00	\$ -	
29		FIELD DRAIN	LS	\$ 750.00	1.00	\$ 750.00				1.00	1.00	\$ 750.00		1.00	\$ -	0.00	\$ -	
30		CREDIT 5'X2' CONCRETE BOX	LF	\$ (260.00)	14.00	\$ (3,640.00)									\$ -	14.00	\$ (3,640.00)	
0		Total CHANGE ORDERS				\$ 31,084.78			\$ 32,798.78			\$ 1,926.00			\$ -	0.00	\$ (3,640.00)	
TOTAL :						313,041.46			49,070.56			65,561.78			176,863.34		21,545.78	

Printed Name:

Devin S. Vento
Devin S. Vento

Signature:

Date:

26-Apr-2017

Schedule of Values

Contractor Name: VENSER CONTRACTORS LLC
 Starting Date: _____
 Project Ending Date: _____
 Retainage Percent: 10%

Application: _____ PMT #3
 Application Date: 26-Apr-2017
 Period To: 28-Apr-2017
 Engineer Firm: _____

Summary														Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish		
HCDD1-16-045-09-27	KENYON RD & MILE 17 AREA DRAINAGE IMPROVEMENTS	\$ 313,041.46	\$ 49,070.56	\$ 4,907.06	\$ 44,163.50	\$ 65,561.78	\$ 6,556.18	\$ 59,005.60	\$ 176,863.34	\$ 17,686.33	\$ 159,177.01	\$ 291,495.68	\$ 29,149.57	\$ 262,346.11	\$ 103,169.10	\$ 21,545.78		
TOTALS:		\$ 313,041.46	\$ 49,070.56	\$ 4,907.06	\$ 44,163.50	\$ 65,561.78	\$ 6,556.18	\$ 59,005.60	\$ 176,863.34	\$ 17,686.33	\$ 159,177.01	\$ 291,495.68	\$ 29,149.57	\$ 262,346.11	\$ 103,169.10	\$ 21,545.78		

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
18.	SEEDING of areas behind Curb & Gutter and other disturbed areas. To include seeds, fertilizer, watering, etc. All complete, in place.	LS	1	\$	\$
19.	Trench Safety for Drainage Line Construction. To include preparation of Trench Safety Plan. All complete, in place.	LF	1,668	\$	\$
20.	Construction Staking and Surveying. All complete, in place.	LS	1	\$	\$
21.	Traffic Control to include Barricades, Signs, Detours, & Traffic Handling as per TxDot Manual of Uniform Traffic Control Devices, Latest Edition.	MO	4	\$	\$
22.	Soil Erosion and Sediment Control. To include the development, implementation and maintenance of a storm water pollution prevention plan (SWP3) all in accordance with State and Federal Regulations, submission of Notice of Intent (NOI) and Submission of Notice of Termination (NOT). All complete, in place.	LS	1	\$	\$

TOTAL BID AMOUNT \$ _____
(In Digits)

(In Words)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
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TOTAL BID AMOUNT \$ _____
(In Digits)

(In Words)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
9.	Remove and Replace Existing Asphalt Driveway. To include 1 1/2" H.M.A.C., 8" Caliche Base, Sand Backfill, Tack Coat, Saw Cutting and etc. All complete, in place.	SY	620	\$	\$
10.	Remove and Replace Existing Concrete Driveway. To include 6" Thick 3,000 PSI Concrete, Reinforcing Steel, Saw Cutting and etc. All complete, in place.	SY	316	\$	\$
11.	36" RCP Class III Rubber Gasket (5' - 10' Deep). To include installation, back fill, compaction, water jetting and jointing material. All complete, in place.	LF	264	\$	\$
12.	24" RCP Class III Rubber Gasket (5' - 10' Deep). To include installation, backfill, compaction, water jetting and joint material. All complete, in place.	LF	1,340	\$	\$
13.	18" RCP Class III Rubber Gasket (5' - 10' Deep). To include installation, backfill, compaction, water jetting and joint material. All complete, in place.	LF	258	\$	\$
14.	4' Concrete Storm Manhole. To include 5'x5'x6" 3,000 PSI Concrete Collar, Steel, etc. All complete, in place.	EA	3	\$	\$
15.	5' Concrete Storm Manhole. To include 5'x5'x6" 3,000 PSI Concrete Collar, Steel, etc. All complete, in place.	EA	3	\$	\$
16.	Type "A" Precast Concrete Inlet. To include ring and cover and concrete base. All complete in place.	EA	10	\$	\$
17.	Concrete Discharge Structure At Existing Ditch. To include 3,000 PSI Concrete, Reinforcing Steel, Excavation, Compaction and Placement. All complete in place.	LS	1	\$	\$

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
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12.	24" RCP Class III Rubber Gasket (5' - 10' Deep). To include installation, backfill, compaction, water jetting and joint material. All complete, in place.	LF	1,340	\$	\$
13.	18" RCP Class III Rubber Gasket (5' - 10' Deep). To include installation, backfill, compaction, water jetting and joint material. All complete, in place.	LF	258	\$	\$
14.	4' Concrete Storm Manhole. To include 5'x5'x6" 3,000 PSI Concrete Collar, Steel, etc. All complete, in place.	EA	3	\$	\$
15.	5' Concrete Storm Manhole. To include 5'x5'x6" 3,000 PSI Concrete Collar, Steel, etc. All complete, in place.	EA	3	\$	\$
16.	Type "A" Precast Concrete Inlet. To include ring and cover and concrete base. All complete in place.	EA	10	\$	\$
17.	Concrete Discharge Structure At Existing Ditch. To include 3,000 PSI Concrete, Reinforcing Steel, Excavation, Compaction and Placement. All complete in place.	LS	1	\$	\$

BID – UNIT PRICE ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1.	Preparation of Street Right-of-way. To include all excavation, removal of existing 12" lay down curb, backfilling, compaction of fill subgrade, hauling, clearing, grubbing, grading, backfilling behind of curb shaping, and etc. All complete, in place.	STA	29.5	\$	\$
2.	8" Lime Stabilization Of Subgrade (6% lime, 4lbs/sy). To include all mixing, pulverization, watering, disking, grading, shaping and compaction. All complete, in place.	SY	12,847	\$	\$
3.	8" Flexible base Material Type E, Grade 3, caliche. To include Installation compaction and shaping to final grade. All complete in place.	SY	10,841	\$	\$
4.	2 1/2" Flexible Base Material: Type E, Grade 3, caliche. To include installation, compaction and shaping to final grade. All complete, in place.	SY	1,870	\$	\$
5.	1-1/2" Compacted H.M.A.C. Pavement Type D (165 lbs/sy). All complete, in place.	SY	10,841	\$	\$
6.	Prime Coat (.20gal/sy). All complete, in place.	SY	10,841	\$	\$
7.	18" Concrete Curb and Gutter. To include expansion and tooled joints and reinforcing steel. All complete, in place.	LF	6,040	\$	\$
8.	6" Valley Gutter. To include Concrete, Steel, Joints, Reinforcing, and etc. All complete, in place.	LF	72	\$	\$

BID – UNIT PRICE ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1.	Preparation of Street Right-of-way. To include all excavation, removal of existing 12" lay down curb, backfilling, compaction of fill subgrade, hauling, clearing, grubbing, grading, backfilling behind of curb shaping, and etc. All complete, in place.	STA	29.5	\$	\$
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3.	8" Flexible base Material Type E, Grade 3, caliche. To include Installation compaction and shaping to final grade. All complete in place.	SY	10,841	\$	\$
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7.	18" Concrete Curb and Gutter. To include expansion and tooled joints and reinforcing steel. All complete, in place.	LF	6,040	\$	\$
8.	6" Valley Gutter. To include Concrete, Steel, Joints, Reinforcing, and etc. All complete, in place.	LF	72	\$	\$

AI -60043

12.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of closing documents for Parcel 28 as it relates to Pct. No. 2 Fee Simple Project and authority for the Chairman of the Board to execute documents pending final legal review

B. Pursuant to the Board's approval of Agenda Item 60043 (A), requesting approval to issue manual payment in the amount of \$13,880.63 to Sierra Title of Hidalgo County, Inc. Order File No. 0003161950 Parcel 28.

BACKGROUND

Fiscal Impact

Attachments

Parcel 28 Closing Documents

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Lora Briones		Started On: 05/26/2017 10:42 AM
Final Approval Date: 05/26/2017		



A. Settlement Statement (HUD-1)

B. Type of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 0003161950	7. Loan Number:	8. Mortgage Insurance Case Number:		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	C. Note: <i>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.</i> (0003161950/ 49)					
D. Name and Address of Buyer: Hidalgo County Drainage No. 1 902 N. Doolittle Rd., Edinburg, TX 78542			E. Name and Address of Seller: City of San Juan, a Municipal Corporation 709 Nebraska, San Juan, TX 78589		F. Name and Address of Lender:		
G. Property Location: Not Known Pharr, TX 78577 Hidalgo County, Texas Lot(s): 23 M.L. Woods			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: May 19, 2017 Disbursement Date: May 19, 2017		

J. Summary of Buyer's Transaction	
100. Gross Amount Due from Buyer	
101. Contract sales price	13,000.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	880.63
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	13,880.63
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.	
217. "NO TAX PRORATIONS" PARTIAL TAKE	
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)	13,880.63
302. Less amount paid by/for Buyer (Line 220)	(0.00)
303. CASH FROM BUYER	13,880.63

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	13,000.00
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	13,000.00
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.	
517. "NO TAX PRORATIONS" PARTIAL TAKE	
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)	13,000.00
602. Less reductions due Seller (Line 520)	(0.00)
603. CASH TO SELLER	13,000.00

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				Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees		\$0.00			
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 05/19/17 to 06/01/17 to @ \$	/day (13 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.	to Sierra Title of Hidalgo County, Inc.		(from GFE #4)	500.00	
1102.	Escrow Fee to Sierra Title of Hidalgo County, Inc.	\$500.00			
1103.	Owner's title insurance to Sierra Title of Hidalgo County, Inc.		(from GFE #5)	260.00	
1104. Lender's title insurance					
1105. Lender's title policy limit					
1106.	Owner's title policy limit	\$13,000.00			
1107.	Agent's portion of the total title insurance premium		\$0.00		
1108.	Underwriter's portion of the total title insurance premium		\$0.00		
1109.	Tax Service to Tax Service of Hidalgo County			54.13	
1110.					
1111.	State of Texas Policy Guaranty Fee (O) to Sierra Title of Hidalgo			3.00	
1112.	E filing fee (S) to Sierra Title of Hidalgo County, Inc.			3.50	
1200. Government Recording and Transfer Charges					
1201.	Government recording charges to Sierra Title of Hidalgo County, Inc.		(from GFE #7)	60.00	
1202. Deed \$ 60.00; Mortgage \$; Releases \$					
1203. Transfer taxes					
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)				880.63	0.00

HUD-1, Attachment

Buyer: Hidalgo County Drainage No. 1
902 N. Doolittle Rd.
Edinburg, TX 78542

Seller: City of San Juan, a Municipal Corporation
709 Nebraska
San Juan, TX 78589

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321
Place of Settlement: 3401 N. 10th St.
McAllen, TX 78501
Settlement Date: May 19, 2017
Disbursement Date: May 19, 2017
Property Location: Not Known
Pharr, TX 78577
Hidalgo County, Texas
Lot(s): 23
M.L. Woods

Title Services and Lender's Title Insurance

Payee/Description	Disclosure	Buyer	Seller
Sierra Title of Hidalgo County, Inc. Escrow Fee	(from GFE #4)	500.00	
Total Title Services and Lender's Title Insurance		500.00	

HIDALGO County Drainage No. 1

BY: _____
Ramon Garcia, Chairman of the Board

City of San Juan, a Municipal Corporation

BY: _____
Benjamin Arjona, City Manager

Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No.: 0003161950

DATE: May 19, 2017

Not Known, Pharr, TX 78577

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.

City of San Juan, a Municipal Corporation

HIDALGO County Drainage No. 1

BY: _____
Benjamin Arjona, City Manager

BY: _____
Ramon Garcia, Chairperson Board of Directors

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

Settlement Agent:

Date:

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

HUD-1 SETTLEMENT STATEMENT ADDENDUM

May 19, 2017

RE: GF NO.: 0003161950

PROPERTY ADDRESS: Not Known, Pharr, TX 78577

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

City of San Juan, a Municipal Corporation

BY: _____
Ramon Garcia, Chairman of the Board

BY: _____
Benjamin Arjona, City Manager

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

City of San Juan, a Municipal Corporation

BY: _____
Ramon Garcia, Chairman of the Board

BY: _____
Benjamin Arjona, City Manager

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -
TAX SERVICE**

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not Known, Pharr, TX 78577
Date: May 19, 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
<u>Tax Information and Tax Certificates</u>	\$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 No. 1

City of San Juan, a Municipal Corporation

BY: _____
Ramon Garcia, Chairman of the Board

BY: _____
Benjamin Arjona, City Manager

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

City of San Juan, a Municipal Corporation

BY: _____
Ramon Garcia, Chairman of the Board

BY: _____
Benjamin Arjona, City Manager

SIERRA TITLE OF HIDALGO COUNTY, INC.

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 0003161950

SELLER (whether one or more): City of San Juan, a Municipal Corporation

BUYER (whether one or more): Hidalgo County Drainage No. 1

LENDER:

PROPERTY: Not Known, Pharr, TX 78577

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

Buyer's Initials	1. WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.
_____ _____	

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

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

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

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

Buyer's
Initials

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

Seller's
Initials

Buyer's
Initials

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

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

Buyer's
Initials

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

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

Buyer's
Initials

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

Seller's
Initials

Buyer's
Initials

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

- a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
- c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's
Initials

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

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

Seller's
Initials

Seller's
Initials

Buyer's
Initials

Buyer'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.

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.

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

City of San Juan, a Municipal Corporation

BY: _____
Benjamin Arjona, City Manager

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

By: _____

Notary Public

BUYER SIGNATURE

HIDALGO County Drainage No. 1

BY: _____
Ramon Garcia, Chairman of the Board

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

By: _____

Notary Public

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.: 0003161950
 SUBJECT PROPERTY: Lot(s): 23
 M.L. Woods

STATE OF TEXAS
 COUNTY OF _____

Before me, the undersigned authority on this day personally appeared City of San Juan, a Municipal Corporation.
 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:

709 Nebraska, San Juan, TX 78589

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.

City of San Juan, a Municipal Corporation
 BY: _____
 Benjamin Arjona, City Manager

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

By: _____

Notary Public

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

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

Revised 01/02

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Chicago Title Insurance Company** ("Title Insurer")
Sierra Title of Hidalgo County, Inc. ("The Company")

RE: City of San Juan, a Municipal Corporation to Hidalgo County Drainage No. 1

GF (File) No.: **0003161950**

Land: **PARCEL 28:**

Being a 260,000 square foot or 5.9688 acre tract of land situated in the City of San Juan, Hidalgo County, Texas, out of Lot 23, M.L. Woods Subdivision No. 1, as recorded in Volume 6, Page 43, of the Map Records, Hidalgo County, Texas, and being all of a called 5.97 acre Hidalgo County Drainage District No. 1 Right of Way Easement, as described in Volume 1193, Page 619, of the Deed Records, Hidalgo County, Texas, said 260,000 square foot or 5.9688 acre tract of land being more particularly described by metes and bounds as follows;

SEE EXHIBIT "A" ATTACHED.

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

1. Waiver of Inspection

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

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

2. Receipt of Commitment

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

3. Survey

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

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

4. Arbitration

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

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

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

5. Notice

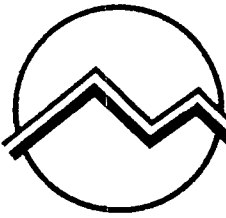
You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: May 19, 2017

Signature:

HIDALGO County Drainage No. 1

BY: _____
Ramon Garcia, Chairman of the Board



SIERRA TITLE COMPANY

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

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

DATE: _____

BUYER(S)/BORROWER(S): Hidalgo County Drainage District No. 1

GF NUMBER: 3161950

PROPERTY:

PARCEL 28:

Being a 260,000 square foot or 5.9688 acre tract of land situated in the City of San Juan, Hidalgo County, Texas, out of Lot 23, M.L. Woods Subdivision No. 1, as recorded in Volume 6, Page 43, of the Map Records, Hidalgo County, Texas, and being all of a called 5.97 acre Hidalgo County Drainage District No. 1 Right of Way Easement, as described in Volume 1193, Page 619, of the Deed Records, Hidalgo County, Texas, said 260,000 square foot or 5.9688 acre tract of land being more particularly described by metes and bounds as follows;

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

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

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

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,

BY: _____
RAMON GARCIA, CHAIRMAN OF THE BOARD

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ DAY OF _____ 2016, BY HIDALGO COUNTY DRAINAGE DISTRICT NO.

BY: _____
RAMON GARCIA, CHAIRMAN OF THE BOARD

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

AI -60017

13.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept bid and approval to execute Requirements Agreements with the vendor submitting the lowest and best bid meeting all specified requirements for RFB No. HCDD1-17-029-05-24 "Fuel -Gasoline and Diesel (On & Off Highway)"

BACKGROUND

Lowest bid submitted by: Gold Star Petroleum, Inc.
HB1295 Form has been submitted

Fiscal Impact

Attachments

[Bid Tabulation](#)

[Participation Log](#)

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Moises Salazar		Started On: 05/25/2017 02:49 PM
Final Approval Date: 05/26/2017		

BID TABULATION
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
“FUEL -Gasoline and Diesel (On & Off Highway)”
HCDD1-17-029-05-24

ITEMS DESCRIPTION		VENDORS - PRICING				
		1). ARGUINDEGUI OIL CO. II LTD ADDM. 1..._YES_	2). GOLD STAR PETROLEUM, INC ADDM. 1..._YES_	3). ADDM. 1..._	4). ADDM. 1..._	5). ADDM. 1..._
Unleaded Plus Gasoline	OPIS PRICE	1.7789	1.7789			
	STATE TAX	0.2000	0.2000			
	MARGIN OF PROFIT	0.0899	-0.0101			
TOTAL PRICE PER GALLON		\$2.0688	\$1.9688			
Super Unleaded Gasoline	OPIS PRICE	2.0542	2.0542			
	STATE TAX	0.2000	0.2000			
	MARGIN OF PROFIT	0.0899	-0.0101			
TOTAL PRICE PER GALLON		\$2.3441	\$2.2441			
Unleaded Gasoline	OPIS PRICE	1.6460	1.6460			
	STATE TAX	0.2000	0.2000			
	MARGIN OF PROFIT	0.1499	-0.0101			
TOTAL PRICE PER GALLON		\$1.9859	\$1.8359			
Diesel Fuel #2 Grade,(Off Highway Use)	OPIS PRICE	1.6186	1.6186			
	STATE TAX	0.0000	0.0000			
	MARGIN OF PROFIT	0.1499	-0.0101			
TOTAL PRICE PER GALLON		\$1.7685	\$1.6085			
Diesel Fuel #2 Grade (Highway Use)	OPIS PRICE	1.6244	1.6244			
	STATE TAX	0.2000	0.2000			
	MARGIN OF PROFIT	0.1499	-0.0101			
TOTAL PRICE PER GALLON		\$1.9743	\$1.8143			



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

VENDOR PARTICIPATION LOG

PROCUREMENT METHOD: RFB RFP WRITTEN QUOTES CSP OTHER _____

PROJECT No.	HCDD1-17-029-05-24
PROJECT TITLE:	"FUEL -Gasoline and Diesel (On & Off Highway)"
BID OPENINGS DATE/TIME:	May 24, 2017 @ 9:30 am

VENDOR/COMPANY NAME	PACKET SENT TO E-MAIL ADDRESS OR VIA OTHER (*)	DATE	PHONE NO
Arguindegui Oil Co. Beto Lopez P.O. Box 1367 Laredo, Texas 78042	beto.lopez@argpetro.com rene.torres@argpetro.com	05-10-17	
Goldstar Petroleum JJ Rodriguez Celena Spiegelhauer P.O. Box 11151 Spring, Texas 77391	goldstarpetro@comcast.net	05-10-17	Tel: 281-379-5928
Oil Patch Fuel & Supply Inc. Orlando Garcia 4004 N. CAGE PHARR, TX 78577	Orlando.garcia@sbcglobal.net	05-10-17	Tel: 956-454-0392
Direct Energy Business Marketing LLC Debbie Justin 194 Wood Avenue South 2 nd Floor Iselin, NJ 08830	Deborah.justin@directenergy.com	05-22-17	732-516-3252 732-516-3399
Indigo Energy Attn: Carmine Smith, RFP Specialist and Business Development Representative www.indigoenergy.com	csmith@indigoenergy.com	05-17-17	office: (678) 392-1121 mobile: (678) 294-0592 fax: (678) 928-4925
Lykins Energy Solutions Sam Suttles, Bids Processor 5163 Wolfpen-Pleasant Hill Road Milford, OH 45150 www.lykinsenergy.com	ssuttles@lykinsenergy.com	05-18-17	P: 513-965-6211 F: 513-831-1428
Onvia Jacqueline Sessa, Agency Relationship Specialist 509 Olive Way Seattle, WA 98101 www.onvia.com	jsessa@onvia.com	05-22-17	P: (206) 373-9150
Petroleum Traders Corporation Tricia Alonzo, Contract Sales Specialist 7120 Pointe Inverness Way Fort Wayne IN 46804 www.petroleumtraders.com	talonzo@petroleumtraders.com	05-22-17	Tel 800.348.3705 ext 1002 Fax 260.203.2824
Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway SW Gainesville, GA 30501-6813	mocbids@mansfieldoil.com	05-22-17	Phone Numbers: Main #: (800) 695-6626 Fax #: (678) 450-2242

- * VIA: (IP) = In Person E-mail

AI -60045

14.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting Approval of Consent For Access to Property from United States Environmental Protection Agency and authorization for Drainage District General Manager to execute as it relates to marked Area Numbers 35 & 39, pending final legal review.

BACKGROUND

Fiscal Impact

Attachments

Access to Property

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Jaime Salazar		Started On: 05/26/2017 11:33 AM
Final Approval Date: 05/26/2017		



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6
1445 ROSS AVENUE, SUITE 1200
DALLAS, TX 75202-2733

CONSENT FOR ACCESS TO PROPERTY

Physical address/Description of Property: A 5.54-acre tract and a 5.12-acre tract within the LaDonna Plat Subdivision, Hidalgo County, Texas as depicted and described in Enclosure 1 (areas marked as Numbers 35 and 39 near Drop Point 6).

Property Owner: Hidalgo County Drainage District No. 1

I consent to officers, employees, contractors, and authorized representatives of the United States Environmental Protection Agency (EPA), including but not limited to, the United States Fish and Wildlife Service (USFWS), entering and having continued access to the property described above for the following purposes:

1. The taking of fish and fish tissue samples from the property as may be determined to be necessary for the investigation;
2. The taking of any response action to mitigate any threat to human health and/or the environment, including removal and off-site disposal of edible sized fish from the Canal and Reservoir System.
3. The use of property to set up a temporary command post during the response action to store equipment, personnel and other response related materials.

I recognize that these actions by the EPA are undertaken in accordance with its response and enforcement authorities contained in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 *et seq.*
This written permission is given by me voluntarily with knowledge of my right to refuse and without threats or promises of any kind.

I certify that I have the authority to grant this permission.

Date

By:

Signature

Telephone Number

Print name

Address

ENCLOSURE 1

OWNERSHIP INFORMATION FOR E.P.A. ACCESS

LA DONNA PLAT SUBDIVISION (VOLUME 1 | PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS)

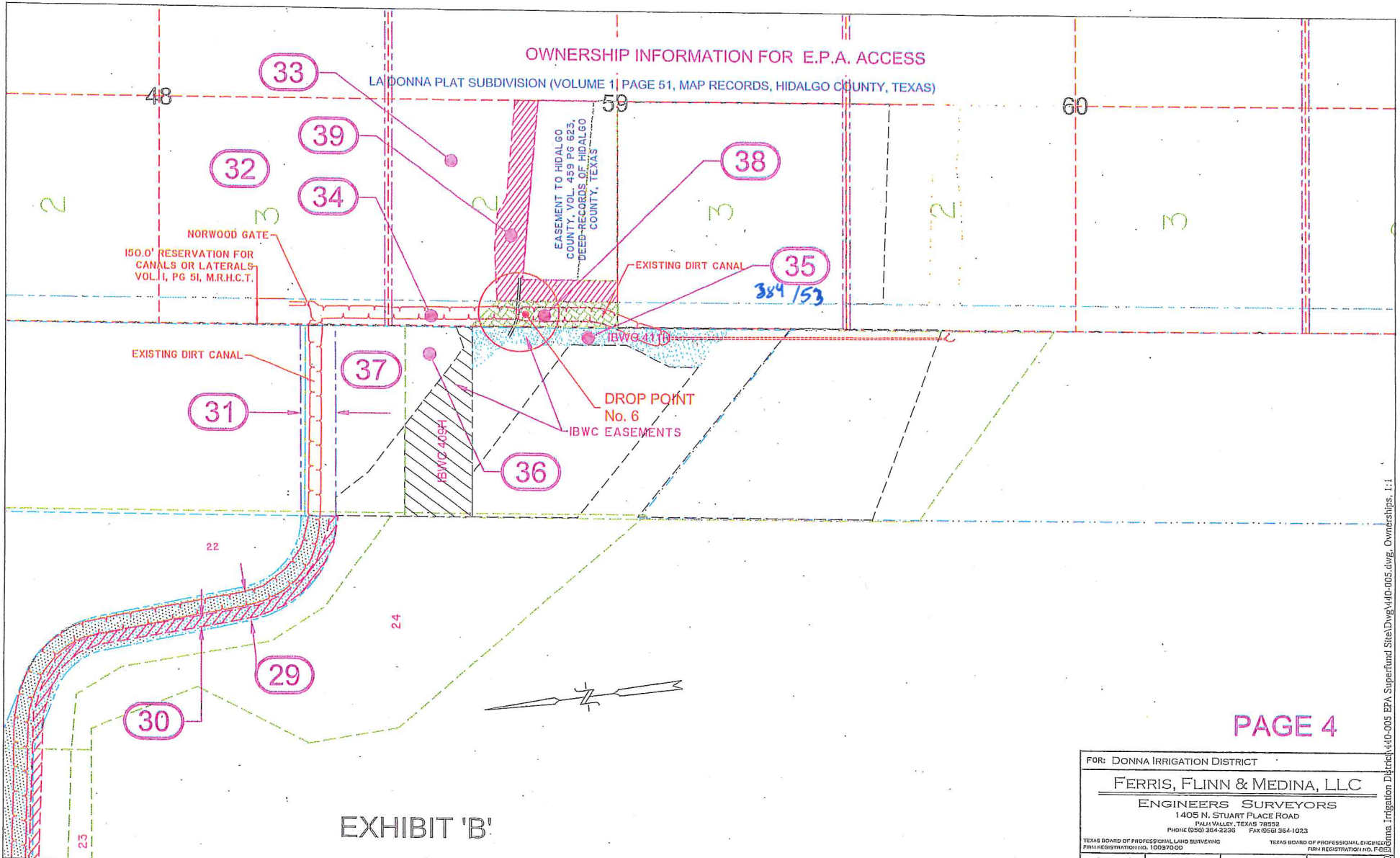


EXHIBIT 'B'

PAGE 4

FOR: DONNA IRRIGATION DISTRICT

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78952
PHONE (950) 364-2230 FAX (950) 364-1023

TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10097000 TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. F-0513

1" = 600'	DRAWN BY: JDM	11 APRIL 2017	JOB NO: 440-005
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DID000261

F:\V\4\10 Donna Irrigation District\440-005 EPA Superfund Site\Draw\440-005.dwg, Ownerships, 1:1

AI -60048

15.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Work Authorization No. 11 through the On Call CMT Services Pct. #2, Pct. #3, Pct. #4 & HCDD1 Master Drainage System Agreement with L&G Engineering in the amount of \$32,985.68 as it relates CMT Services for -Pharr-McAllen South Drain Outfall Project.

BACKGROUND

Fiscal Impact

Attachments

WA# 11 -On-Call with L&G CMT Svcs -Pharr-McAllen South Drain Outfall Proj

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Moises Salazar		Started On: 05/26/2017 01:22 PM
Final Approval Date: 05/26/2017		

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

WORK AUTHORIZATION NO. 11

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide On-Call CMT Services for the Pharr-McAllen South Drain Outfall Project.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$32,985.68. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 11 shall be funded through funding source:

Account No. _ _ _ _ _

Requisition Number _____ (**MUST BE INCLUDED AFTER CC APPROVAL**)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on the earlier of _____ or **upon completion of scope of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Drainage District No 1, General Manager, Raul E. Segin, PE, CFM, as to content and detail of this Work Authorization No. 11.

**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Segin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

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

THE LABORATORY:

**HIDALGO COUNTY DRAINAGE
DISTRICT NO 1:**

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

Ramon Garcia
CHAIRMAN OF THE BOARD

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

By: _____

ATTACHMENTS:

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

EXHIBIT A

Scope of Services to be provided by the Owner

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

General:

The OWNER will provide to the LABORATORY the following:

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

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 1 – CONSTRUCTION PHASE SERVICES

(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

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

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.
- (g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

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

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

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

Proposal Time

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

Office Location

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

<u>Service</u>	<u>Office Location</u>
CMT	Mercedes Office
Inspection	Mission Office

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

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

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

A. Construction/Maintenance Phase:

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

B. Miscellaneous/Other:

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

Exhibit "D"
L&G Engineering
Pharr-McAllen South Drain Outfall Project (CMT)
Prepared for Hidalgo County Drainage District No. 1

Levee Reconstruction Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	2	Each	\$211.99	\$423.98	<i>quantity based on 2 site visits to obtain samples of Levee Recon. Soils for laboratory testing</i>
Atterberg Limits of Soils	4	Each	\$82.05	\$328.20	
Material Finer #200	4	Each	\$68.46	\$273.84	
Test Report	4	Each	\$24.30	\$97.20	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$1,568.66	
Levee Reconstruction Soils Testing - Field					
Field Density Test	144	Each	\$24.63	\$3,546.72	<i>quantity based on 18 site visits to perform Field Density and Thickness Testing (avg 8 tests per visit)</i>
Test Report	36	Each	\$24.30	\$874.80	
Soil & Aggregate Tech	108	Hour	\$52.88	\$5,711.04	
Mileage (Trip Charge)	360	Miles	\$0.56	\$201.60	
Subtotal:				\$10,334.16	
Levee Subgrade Testing - Laboratory (Under Prop Levee Reconstruction)					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on 1 site visit to obtain samples of Subgrade Soils for laboratory testing</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	
Material Finer #200	1	Each	\$68.46	\$68.46	
Test Report	1	Each	\$24.30	\$24.30	
Soil & Aggregate Tech	2	Hour	\$52.88	\$105.76	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				\$503.76	
Levee Subgrade Testing - Field (Under Prop Levee Reconstruction)					
Field Density Test	8	Each	\$24.63	\$197.04	<i>quantity based on 2 site visits to perform Field Density and Thickness Testing for Subgrade (avg 4 tests per visit)</i>
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$691.08	
Flexible Base (Caliche) Testing - Laboratory (Levee Travelway)					
Moisture Density Relationship (TxDOT)	1	Each	\$218.97	\$218.97	<i>quantity based on 1 site visit to obtain samples of Flexible Base Soils for laboratory testing</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	
Particle Size Analysis (Gradation)	1	Each	\$98.63	\$98.63	
Texas Wet Ball Mill	1	Each	\$239.53	\$239.53	
Triaxial Compression	1	Each	\$360.50	\$360.50	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Test Report	3	Each	\$24.30	\$72.90	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				\$1,506.82	
Flexible Base (Caliche) Testing - Field (Levee Travelway)					
Field Density Test	8	Each	\$24.63	\$197.04	<i>quantity based on 2 site visit to perform Field Density and Thickness Testing for Flex Base (avg 4 tests per visit)</i>
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$691.08	

Cement Stabilized Sand Testing - Laboratory (Landing Pad)

Moisture Density Relationship (TxDOT)	1	Each	\$218.97	\$218.97	<i>quantity based on 1 site visit to obtain samples of CSB Soils for laboratory testing</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	
Particle Size Analysis (Gradation)	1	Each	\$98.63	\$98.63	
Texas Wet Ball Mill	1	Each	\$239.53	\$239.53	
Triaxial Compression	1	Each	\$360.50	\$360.50	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Test Report	3	Each	\$24.30	\$72.90	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				<u>\$1,506.82</u>	

Cement Stabilized Sand Testing - Field (Landing Pad)

Field Density Test	16	Each	\$24.63	\$394.08	<i>quantity based on 4 site visit to perform Field Density and Thickness Testing for CSB (avg 4 tests per visit)</i>
Test Report	4	Each	\$24.30	\$97.20	
Soil & Aggregate Tech	16	Hour	\$52.88	\$846.08	
Mileage (Trip Charge)	80	Miles	\$0.56	\$44.80	
Subtotal:				<u>\$1,382.16</u>	

Concrete Placements

Cyl. Spec. Prep, Hold, Cure	56	Each	\$12.36	\$692.16	<i>Assuming 14 Trips sample pickup and deliver to laboratory for Compression Testing</i>
Comp. Str. Of Cyl. Specimen	56	Each	\$16.40	\$918.40	
Test Reports (7 and 28 day)	42	Each	\$24.30	\$1,020.60	
Concrete Technician	56	Hour	\$52.88	\$2,961.28	
Mileage (Trip Charge)	280	Miles	\$0.56	\$156.80	
Subtotal:				<u>\$5,749.24</u>	

Estimated Field and Laboratory Test Fees				\$23,933.78
Admin/Clerical (Report Review)(Hr.)	30	\$62.21		\$1,866.30
Engineering Lab Mgr. (Report Review)(Hr.)	30	\$105.76		\$3,172.80
Project Engineer (Report Review)(Hr.)	30	\$133.76		\$4,012.80
Estimated Materials Testing Total				<u>\$32,985.68</u>

AI -60049

16.

DRAINAGE DISTRICT

Meeting Date: 05/30/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Metro Electric, Inc. for RFB No. HCDD1-17-018-04-12 "Maintenance Building Electrical Upgrade", in the total bid amount of \$34,190.00 as recommended by project engineer Halff Associates, Inc., subject to compliance with HB1295

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District General Manager, Raul E. Sesin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

Attachments

Bid Tabulation

Award Recommendation from Mr. Dearmin, Halff Assoc

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/26/2017 02:45 PM
Form Started By: Moises Salazar		Started On: 05/26/2017 01:33 PM
Final Approval Date: 05/26/2017		



HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BID OPENINGS

TABULATION SHEET

RFQ NO: HCDD1-17-018-04-12

DESCRIPTION: - “MAINTENANCE BUILDING ELECTRICAL UPGRADE”

DUE DATE & TIME: Wednesday, April 12, 2017 at 9:30 a.m.

No.	NAME OF FIRM / COMPANY	BASE BID	BID BOND	ADDM. No. 1		
#1	dba G+G Contractors RG Enterprises, LLC	64,800.00	✓	✓		
#2	OLL Enterprises, LLC	23,900.00	NON RESPNSIVE - BID PAGE WAS ALTERED/MODIFIED ✓	✓		
#3	Metro Electric Inc.	34,190.00	✓	✓		
#4						
#5						
#6						
#7						
#8						
#9						
#10						
#11						

Moises Salazar

From: Dearmin, Tom <TDearmin@Halff.com>
Sent: Thursday, April 13, 2017 3:56 PM
To: Moises Salazar
Subject: RFB No. HCDD1-17-018-04-12 Maintenance Building Electrical Upgrade

After review of the bids for the subject project, I have the following comments:

OCL Enterprises LLC submitted the low bid of \$23,900. However the bid form was modified and specifically stated “ All fees by AEP will be paid by the owner”. Since the bid form was modified I recommend that the bid be rejected. Although the fees from AEP should be minimal the specifications require the contractor to maintain power to operations. This specified item might require additional costs from AEP. Halff Associates checked references for OCL and they were positive.

Metro Electric Inc. was the second low bidder at \$34,190 and made no qualifications to the bid. Halff Associates therefor recommends acceptance of the Metro Electric bid. References and experience are superior.

Thomas E. Dearmin, PE, MBA, LEED AP BD+C
Senior Electrical Project Manager

O: (956) 445-5213
C: (956) 522-0403

HALFF ASSOCIATES, INC.
5000 West Military, Suite 100
McAllen, TX 78503-7446



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