

AI-22154

4.

**09-25-12-17-PH1-CONST REHAB VARIOUS WEIRS MDS-PAY REQUEST NO. 5-FINAL
DRAINAGE DISTRICT**

Date: 07/27/2010
Submitted By: Claudette Cavazos, DRAINAGE DISTRICT
Submitted For: Claudette Cavazos
Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Pay Request No. 5-Final for McAllen Construction, Inc. for Project No. 09-25-12-17 Ph.1 Construction Rehabilitation Improvements & Repairs for Various Weirs on Hidalgo County District No. 1.s MDS-North & South Main Drains.

BACKGROUND

Fiscal Impact

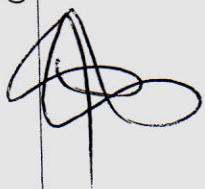
Attachments

Link: [PRQST#5-FINAL](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2010 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	07/23/2010 08:35 AM	APRV
3	Final Approval		07/23/2010 04:21 PM	NEW
Form Started By: Claudette Cavazos		Started On: 07/22/2010 01:38 PM		
Final Approval Date: 07/23/2010				

Submitted:



Contractor)

Recommended:



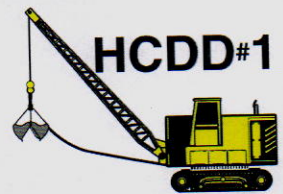
Engineer)

Approval:

Owner)

Original Amount of Contract:		\$743,117.87
Approved Change Order #1		\$116,936.84
Approved Change Order #3		(\$96,101.36)
Total Amount of Contract:		\$763,953.15
Total Amount of Work Completed:		\$763,953.15
Less Amount Retained:	0%	\$0.00
Net Amount Due on Contract:		\$763,953.15
Less Amount of Previous Invoices:		\$728,342.06
Balance Due This Estimate:		\$35,611.09

**CHANGE ORDER NO. 3
RECONCILIATION CHANGE ORDER**



PROJECT: REHABILITATION IMPROVEMENTS AND REPAIRS
FOR VARIOUS WEIRS – PHASE I

DATE OF ISSUANCE: June 7, 2010 **EFFECTIVE DATE:** June 7, 2010

OWNER: Hidalgo County Drainage District No. 1 (HCDD1)
CONTRACT NO.: 09-025-12-29

CONTRACTOR: McAllen Construction, Inc. **ENGINEER:** S&B Infrastructure, Ltd.
PO Box 3244 5408 N. 10th Street
McAllen, TX 78502 McAllen, TX 78504

This change order provides for the reconciliation of actual items of work performed and completed for the above-referenced contract.

I. The following work is removed from the Contract:

Bid Item	Description	Change in Quantity	Unit Price	Cost
01 57 01	INSTALL SW3P	5764 LF	\$3.00	\$17,292.00
35 32 01	BEDDING (ROCK)	1458.63 TONS	\$4.80	\$7,001.42
35 32 01A	BEDDING (ROCK) MATERIAL	1458.63 TONS	\$23.00	\$33,548.49
35 32 02	RIPRAP (ROCK)	4,111.90 TONS	\$8.91	\$36,637.07
35 32 03	GEOTEXTILE FABRIC	295.47 SY	\$3.00	\$ 886.41
60 07 13	STEEL PILING (SHEET)	1435 SF	\$4.90	\$7,031.50
60 20 01	CONCRETE STRUCTURE (CL C)	1.65 CY	\$765.00	\$1,262.25
				- \$103,659.14

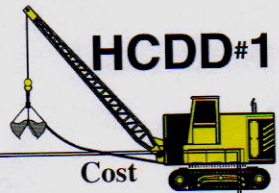
HIDALGO COUNTY

II. The Contractor is directed to perform additional work as follows, and compensation for the additional work is mutually agreed as follows:

DRAINAGE DISTRICT #1

Bid Item	Description	Change in Quantity	Unit Price	Cost
35 32 05	CHANNEL RE-GRADE (EXCAVATION)	2310.96 CY	\$2.90	\$6,701.78
35 32 06	CHANNEL RE-GRADE (FILL)	214 CY	\$4.00	\$856.00

CHANGE ORDER NO. 3



RECONCILIATION CHANGE ORDER

Bid Item	Description	Change in Quantity	Unit Price	Cost
				+ \$7,557.78

III. The reason for the change order is as follows: Original quantities of work were estimated; unforeseen and unknown field conditions required the above change in quantities.

V. Change in Contract Price.

- (a) Original Contract Price: \$ 743,117.67
- (b) Net Change from Previous Change Orders: \$ 116,936.84
- (c) Contract Price prior to this Change Order: \$ 860,054.51
- (d) Net Cost of this Change Order: - \$ 96,101.36
- (e) Contract Price with all Approved Change Orders: \$ 763,953.15
- (f) Net Percent Increase from Original Contract Price: - %12.9

Recommended by Engineer: [Signature] Date: 7-21-2010

Agreed / Accepted by Contractor: [Signature] Date: 7-21-2010

Approved by Owner: [Signature] Date: 7/22/10

HIDALGO COUNTY

JUL 21 2010

DRAINAGE DISTRICT #1

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

Effective June 7, 2010



PROJECT: REHABILITATION IMPROVEMENTS AND REPAIRS
FOR VARIOUS WEIRS - PHASE I

OWNER: Hidalgo County Drainage District No. 1 (HCDD1)
902 North Doolittle, Edinburg, Texas 78541

CONTRACT NO.: 09-025-12-29


CONTRACTOR: McAllen Construction, Inc. ENGINEER: S&B Infrastructure, Ltd.
PO Box 3244 5408 N. 10th Street
McAllen, TX 78502 McAllen, TX 78504

A Final Completion inspection of the captioned project was conducted on **June 4, 2010**, and the work was found to be complete in accordance with the Plans and Specifications, and in accordance with the agreement made between the Owner and Contractor. The Owner accepts the work of this Contract as complete and final.

In accordance with the terms and conditions of the Contract, the Contractor is hereby notified that the required Maintenance Bond shall remain in effect for a period of one year from the date of **Final Completion**, in this instance **June 7, 2011**.

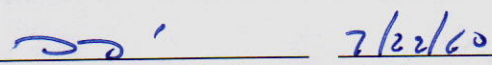
The Owner shall conduct a **One Year Inspection of the Project** on or before the anniversary date of the Final Completion of the Project and shall generate a list of all non-conforming work requiring correction at that time. The Contractor shall attend this inspection and receive this list and correct all items within thirty days, or as otherwise agreed, per the terms of the original Contract.

Recommended by Engineer:
S&B INFRASTRUCTURE, LTD.



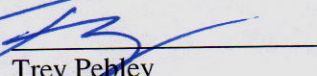
Charlotte L. Teague, P.E. Date
Senior Project Manager

Recommended by Contract Manager:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1



Godfrey Garza, Jr., CFM Date
District Manager, Flood Plan Administrator

Contractor Acknowledgement:
MCALLEN CONSTRUCTION, INC.



Trey Pebley Date
Vice President

Approved by Owner:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Rene A. Ramirez Date
Chairman of the Board
HIDALGO COUNTY

JUL 21 2010

DRAINAGE DISTRICT #1



FORM 1.8
RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR
AND SUBMITTED PRIOR TO FINAL PAYMENT.

Tommy L. Freeman, the undersigned Principal of Southern Star Transport, Ltd.,
Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo
County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors,
payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance,
and other liabilities in the performance of subcontract for furnishing labor or products in the construction of
**Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS
WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**,
Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the
above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County Drainage District
No. 1, Owner, and McAllen Const., Contractor, from any rights or claims (including lien rights)
for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the
Project.

SUB-CONTRACTOR OR VENDOR: Southern Star Trucking
Signature: [Signature] Date: 7-12-10
Name / Title: Tommy L. Freeman Partner
Address: P.O. Box 369 Elsa, TX 78543
(Street, City, State, Zip)



Subscribed and sworn to before me this 12th day of July, 2010.
By: [Signature], Notary Public in and for
Hidalgo County, Texas.
My commission expires 3/2/11.



FORM I.8
RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR
AND SUBMITTED PRIOR TO FINAL PAYMENT.

Nancy Cuellar, the undersigned Principal of Terra Firma Materials LLC, Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of subcontract for furnishing labor or products in the construction of **Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**, Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County Drainage District No. 1, Owner, and Mexican Contractors, Inc. Contractor, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

SUB-CONTRACTOR OR VENDOR: Terra Firma Materials

Signature: [Signature] Date: 7/13/10

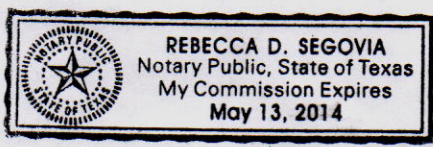
Name / Title: Nancy Cuellar, Member

Address: PO BOX 4737 Edinburg, TX 78540
(Street, City, State, Zip)

Subscribed and sworn to before me this 13 day of July, 2010

By: [Signature], Notary Public in and for
Hidalgo County, Texas.

My commission expires 5/13/14





FORM 1.8
RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

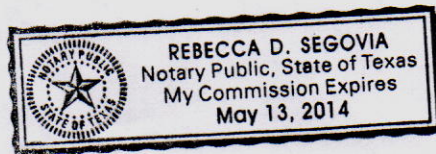
The State of Texas §
§
County of Hidalgo §

**THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR
AND SUBMITTED PRIOR TO FINAL PAYMENT.**

Nancy Cuellar, the undersigned Principal of IOC Trucking, LLC Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of subcontract for furnishing labor or products in the construction of **Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**, Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County Drainage District No. 1, Owner, and McAllen Construction, Contractor, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

SUB-CONTRACTOR OR VENDOR: IOC Trucking
Signature: [Signature] Date: 7/13/10
Name / Title: Nancy Cuellar, office manager
Address: PO Box 4737 Sabinburg TX 78540
(Street, City, State, Zip)

Subscribed and sworn to before me this 13 day of July, 2010.
By: [Signature], Notary Public in and for
Hidalgo County, Texas.
My commission expires 5/13/14.





FORM I.9
CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

The State of Texas §
§
County of Hidalgo §

**THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE
OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.**

TREY PEBLEY, the undersigned Principal of McALLEN CONSTRUCTION, INC., Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that to the best of his knowledge and belief, except as listed below, the Releases and Waivers of Claim attached hereto include all subcontractors and vendor of labor, products, and equipment provided by all persons who may have liens against the property of Hidalgo County Drainage District No. 1, Owner, arising out of the construction of **Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**, Project.

Exceptions: (If none, write "None".) Any exception listed shall be bonded by the Contractor to indemnify the Owner, and a copy of each bond shall be attached hereto.

- 1.
- 2.
- 3.
- 4.

CONTRACTOR: McALLEN CONSTRUCTION, INC.

Signature: [Signature] Date: 7/09/10

Name / Title: TREY PEBLEY, VICE PRESIDENT

Address: 4700 N. WARE ROAD, McALLEN, TX. 78502
(Street, City, State, Zip)

HIDALGO COUNTY

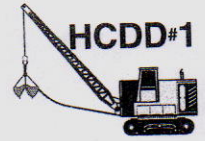
JUL 21 2010

DRAINAGE DISTRICT #1



Subscribed and sworn to before me this 9th day of July, 2010.

By: [Signature], Notary Public in and for
Hidalgo County, Texas.
My commission expires 6/24/14.



FORM I.7
AFFIDAVIT AND WAIVER OF LIEN
CONTRACTOR

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

TREY PEBLEY, the undersigned Principal of McALLEN CONSTRUCTION, INC., Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all product suppliers, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of **Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**, Project, have been paid in full, and that the above named Contractor waives any claims and releases to Hidalgo County Drainage District No. 1, Owner, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

The above named Contractor agrees to indemnify the Owner and save him harmless on account of any loss Contractor may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien Contractor may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

CONTRACTOR: McALLEN CONSTRUCTION, INC.

Signature: [Signature] Date: 7/9/10

Name / Title: TREY PEBLEY, VICE PRESIDENT

Address: 4700 N. WARE Rd., McALLEN, TX 78502
(Street, City, State, Zip)

HIDALGO COUNTY

JUL 21 2010

DRAINAGE DISTRICT #1

Subscribed and sworn to before me this 9th day of July, 2010.

By: [Signature], Notary Public in and for Hidalgo County, Texas.

My commission expires 6/24/14.



CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: Contract No. 09-025-12-29; Rehabilitation Improvements
(name, address) & Repairs for Various Weirs - Phase I on North Main
TO (Owner) Drain & South Main Drain, Hidalgo County, TX

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

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR: McAllen Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond).

Great American Insurance Company of New York
2435 N. Central Expressway, Ste 600, Richardson, TX 75080, SURETY COMPANY,
on bond of (here insert name and address of Contractor)

McAllen Construction, Inc., CONTRACTOR,
P.O. Box 3244, McAllen, TX 78502
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Hidalgo County Drainage District No. 1, OWNERS,
902 N. Doolittle Rd, Edinburg, TX 78541
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 8th day of July 20 10

Great American Insurance Company of New York
Surety Company

By: 
Signature of Authorized Representative

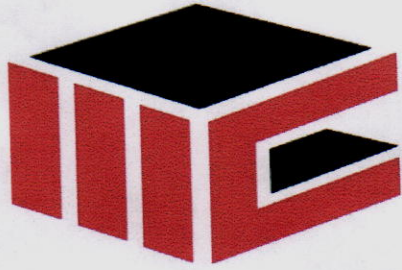
David C. Hughston, Attorney-in-fact
Title

Attest:
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

JUL 21 2010

DRAINAGE DISTRICT #1



MCALLEN
CONSTRUCTION
BUILDING WITH INTEGRITY

July 12, 2010

Ms. Sharlotte L. Teague
S & B Infrastructure, LTD.
5408 N 10th Street
McAllen, Texas 78504

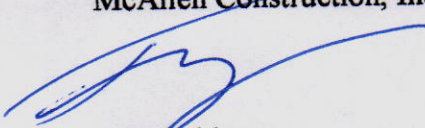
Re: Hidalgo County Master Drainage System
Rehabilitation Improvements & Repairs for Various Weirs Phase I
Final/Retainage Invoice

Dear Madam,

Subj: Warranty

McAllen Construction, Inc. warranties all workmanship for the referenced project for a period of one year from June 7, 2010.

Sincerely,
McAllen Construction, Inc.


Trey Pebley
Vice President

HIDALGO COUNTY
JUL 21 2010
DRAINAGE DISTRICT #1

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: Contract No. 09-025-12-29; Rehabilitation Improvements
(name, address) & Repairs for Various Weirs - Phase I on North Main
TO (Owner) Drain & South Main Drain, Hidalgo County, TX

[]

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

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

CONTRACT DATE:

[]

CONTRACTOR: McAllen Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond).

Great American Insurance Company of New York
2435 N. Central Expressway, Ste 600, Richardson, TX 75080

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

McAllen Construction, Inc.

P.O. Box 3244, McAllen, TX 78502

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

, OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 8th day of July 20 10

Great American Insurance Company of New York
Surety Company

By: [Signature]
Signature of Authorized Representative

David C. Hughston, Attorney-in-fact
Title

Attest:
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. **0** 15621

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	ALL OF	ALL
CHRIS HUGHSTON	BROWNSVILLE, TEXAS	\$75,000,000.
DAVID C. HUGHSTON		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of JUNE, 2008.

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK



Eve Cutler Rosen
Senior Vice President, General Counsel & Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 18TH day of JUNE, 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11

Karen L. Groshem

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated July 27, 1995.

RESOLVED: That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, EVE CUTLER ROSEN, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 27, 1995 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of July 2010

HIDALGO COUNTY

JUL 21 2010

DRAINAGE DISTRICT #1

Eve Cutler Rosen
Senior Vice President, General Counsel & Assistant Secretary



S1185E (4/08)

AI-22156

5.

**10-007-04-30-PH 2-CONST REHAB VARIOUS WEIRS MDS-PAY REQUEST
NO. 2**

DRAINAGE DISTRICT

Date: 07/27/2010

Submitted By: Claudette Cavazos, DRAINAGE DISTRICT

Submitted For: Claudette Cavazos

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Pay Request No. 2 for McAllen Construction, Inc. for Project no. 10-007-04-30 Ph.2 Construction Rehabilitation Improvements & Repairs for Various Weirs on Hidalgo County Drainage District No. 1.s Main Floodwater Channel & North Main Drain.

BACKGROUND

Fiscal Impact

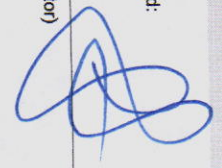
Attachments

Link: [PRQST#2-WEIRS PH2](#)

Form Routing/Status

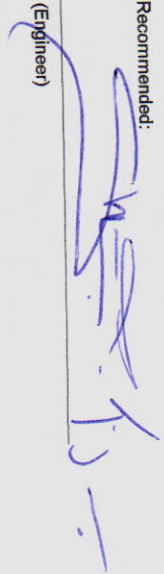
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2010 03:04 PM	APRV
2	Perla Lopez	Perla Lopez	07/23/2010 08:43 AM	APRV
3	Final Approval		07/23/2010 04:21 PM	NEW
Form Started By: Claudette Cavazos			Started On: 07/22/2010 01:50 PM	
Final Approval Date: 07/23/2010				

Submitted:



(Contractor)

Recommended:



(Engineer)

Approval:

(Owner)

Original Amount of Contract:		\$528,028.00
Approved Change Orders		\$35,886.00
Total Amount of Contract:		\$563,914.00
Total Amount of Work Completed:		\$531,935.94
Less Amount Retained:	5%	\$26,596.80
Net Amount Due on Contract:		\$505,339.14
Less Amount of Previous Payments:		\$152,289.09
Balance Due This Estimate:		\$353,050.06

Weir 1, Main Floodwater Channel

Description			P.Q.	Unit	Total
01 57 01	1023	Install SW3P	1000.00	LF	0.00
01 70 01	1001	Mobilization/Demobilization	1.00	LS	1.00
31 14 03	1083	Remove / Stockpile Riprap	1000.00	SY	957.99
35 23 01	107	Dewatering	1.00	LS	1.00
35 32 01	418	Bedding Rock (Rip Rap I)	907.00	Ton	796.78
35 32 02	416	Riprap Rock (Rip Rap II)	3342.00	Ton	2,898.76
35 32 03	708	Geotextile Fabric	1982.00	SY	2,406.67
35 32 05	401	Channel Re-Grade (Excavate)	617.00	CY	1,318.59
35 32 06	402	Channel Re-Grade (Fill)	693.00	CY	1,045.14
60 07 13	1060	Steel Piling (Sheet)	6942.00	SF	6,022.50
60 20 01	422	Concrete Structure (CL C)	28.00	CY	71.06

Weir 6, Main Floodwater Channel

01 57 01	1023	Install SW3P	500.00	LF	0.00
01 70 01	1001	Mobilization/Demobilization	1.00	LS	1.00
31 14 03	1083	Remove / Stockpile Riprap	1300.00	SY	1,488.88
35 23 01	107	Dewatering	0.00	LS	0.00
35 32 01	418	Bedding Rock (Rip Rap I)	658.00	Ton	294.82
35 32 02	416	Riprap Rock (Rip Rap II)	2123.00	Ton	1,245.55
35 32 03	708	Geotextile Fabric	1700.00	SY	1,622.22
35 32 05	401	Channel Re-Grade (Excavate)	844.00	CY	222.22
35 32 06	402	Channel Re-Grade (Fill)	0.00	CY	0.00
60 07 13	1060	Steel Piling (Sheet)	0.00	SF	0.00
60 20 01	422	Concrete Structure (CL C)	0.00	CY	0.00

Project Memorandum

S&BI Project No. U1195

July 20, 2010

TO: **Hidalgo County Drainage District No. 1**
902 N. Doolittle Road, Edinburg, TX 78539

FROM: *Sharlotte L. Teague, PE*
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **McAllen Construction, Inc. HCDD1 Contract No. 10-007-05-04**
"Rehabilitation Improvements & Repairs for Various Weirs – Phase II"
Pay Request #2 – Work Performed thru June 30



Claudette – Attached is original above-referenced pay request from McAllen Construction, Inc. (MCI).

S&B Infrastructure, Inc. recommends payment to be issued to MCI for work performed thru June 2010.

If you have any questions, please call me at your convenience.

attachments: as identified above

cc: project files

HIDALGO COUNTY
JUL 20 2010
DRAINAGE DISTRICT #1

McALLEN CONSTRUCTION, INC.

P.O. Box 3244 • McAllen, Texas 78502 • Phone: (956) 686-7819 • Fax: (956) 686-7824

S&B
McAllen Office

JUL 2 2010

July 2, 2010

Ms. Charlotte L. Teague
S & B Infrastructure, LTD.
5408 N 10th Street
McAllen, Texas 78504

Re: Hidalgo County Master Drainage System
Rehabilitation Improvements & Repairs for Various Weirs Phase II
June 2010 Monthly Estimate

Dear Madam,

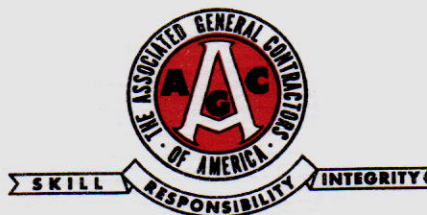
As per Mr. Hall's request, here's an updated June 2010 Monthly Draw for the above-mentioned project.

Please process for payment at your earliest convenience.

If you have any questions, don't hesitate to contact me.

Sincerely,


Juan Galvan



HIDALGO COUNTY

JUL 2 0 2010

DRAINAGE DISTRICT #1

Raising Quality Through Continuous Improvement

AI-22152

6.

**Change Order No. 3-09-25-12-17-PH 1 CONST REHAB VARIOUS WEIRS
MDS-Reconciliation
DRAINAGE DISTRICT**

Date: 07/27/2010
Submitted By: Claudette Cavazos, DRAINAGE DISTRICT
Submitted For: Claudette Cavazos
Department: DRAINAGE DISTRICT

Information

CAPTION

Request Approval of Change Order No. 3-for Project No. 09-25-12-17-Rehabilitation Improvements and Repairs for Various Weirs Phase 1.

BACKGROUND

Fiscal Impact

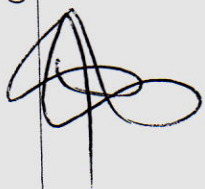
Attachments

Link: [CO#3-Weirs Ph1](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2010 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	07/23/2010 08:32 AM	APRV
3	Final Approval		07/23/2010 04:21 PM	NEW
Form Started By: Claudette Cavazos			Started On: 07/22/2010 01:27 PM	
Final Approval Date: 07/23/2010				

Submitted:



Contractor)

Recommended:



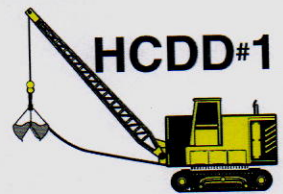
Engineer)

Approval:

Owner)

Original Amount of Contract:		\$743,117.87
Approved Change Order #1		\$116,936.84
Approved Change Order #3		(\$96,101.36)
Total Amount of Contract:		\$763,953.15
Total Amount of Work Completed:		\$763,953.15
Less Amount Retained:	0%	\$0.00
Net Amount Due on Contract:		\$763,953.15
Less Amount of Previous Invoices:		\$728,342.06
Balance Due This Estimate:		\$35,611.09

CHANGE ORDER NO. 3
RECONCILIATION CHANGE ORDER



PROJECT: REHABILITATION IMPROVEMENTS AND REPAIRS
FOR VARIOUS WEIRS – PHASE I

DATE OF ISSUANCE: June 7, 2010 **EFFECTIVE DATE:** June 7, 2010

OWNER: Hidalgo County Drainage District No. 1 (HCDD1)
CONTRACT NO.: 09-025-12-29

CONTRACTOR: McAllen Construction, Inc. **ENGINEER:** S&B Infrastructure, Ltd.
PO Box 3244 5408 N. 10th Street
McAllen, TX 78502 McAllen, TX 78504

This change order provides for the reconciliation of actual items of work performed and completed for the above-referenced contract.

I. The following work is removed from the Contract:

Bid Item	Description	Change in Quantity	Unit Price	Cost
01 57 01	INSTALL SW3P	5764 LF	\$3.00	\$17,292.00
35 32 01	BEDDING (ROCK)	1458.63 TONS	\$4.80	\$7,001.42
35 32 01A	BEDDING (ROCK) MATERIAL	1458.63 TONS	\$23.00	\$33,548.49
35 32 02	RIPRAP (ROCK)	4,111.90 TONS	\$8.91	\$36,637.07
35 32 03	GEOTEXTILE FABRIC	295.47 SY	\$3.00	\$ 886.41
60 07 13	STEEL PILING (SHEET)	1435 SF	\$4.90	\$7,031.50
60 20 01	CONCRETE STRUCTURE (CL C)	1.65 CY	\$765.00	\$1,262.25
				- \$103,659.14

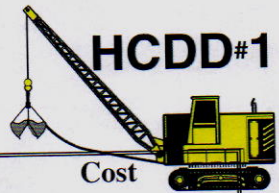
HIDALGO COUNTY

II. The Contractor is directed to perform additional work as follows, and compensation for the additional work is mutually agreed as follows:

DRAINAGE DISTRICT #1

Bid Item	Description	Change in Quantity	Unit Price	Cost
35 32 05	CHANNEL RE-GRADE (EXCAVATION)	2310.96 CY	\$2.90	\$6,701.78
35 32 06	CHANNEL RE-GRADE (FILL)	214 CY	\$4.00	\$856.00

CHANGE ORDER NO. 3



RECONCILIATION CHANGE ORDER

Bid Item	Description	Change in Quantity	Unit Price	Cost
				+ \$7,557.78

III. The reason for the change order is as follows: Original quantities of work were estimated; unforeseen and unknown field conditions required the above change in quantities.

V. Change in Contract Price.

- (a) Original Contract Price: \$ 743,117.67
- (b) Net Change from Previous Change Orders: \$ 116,936.84
- (c) Contract Price prior to this Change Order: \$ 860,054.51
- (d) Net Cost of this Change Order: - \$ 96,101.36
- (e) Contract Price with all Approved Change Orders: \$ 763,953.15
- (f) Net Percent Increase from Original Contract Price: - %12.9

Recommended by Engineer: _____ Date: 7-21-2010

Agreed / Accepted by Contractor: _____ Date: 7-21-2010

Approved by Owner: _____ Date: 7/22/10

HIDALGO COUNTY

JUL 21 2010

DRAINAGE DISTRICT #1

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

Effective June 7, 2010



PROJECT: REHABILITATION IMPROVEMENTS AND REPAIRS
FOR VARIOUS WEIRS - PHASE I

OWNER: Hidalgo County Drainage District No. 1 (HCDD1)
902 North Doolittle, Edinburg, Texas 78541

CONTRACT NO.: 09-025-12-29


CONTRACTOR: McAllen Construction, Inc. ENGINEER: S&B Infrastructure, Ltd.
PO Box 3244 5408 N. 10th Street
McAllen, TX 78502 McAllen, TX 78504

A Final Completion inspection of the captioned project was conducted on **June 4, 2010**, and the work was found to be complete in accordance with the Plans and Specifications, and in accordance with the agreement made between the Owner and Contractor. The Owner accepts the work of this Contract as complete and final.

In accordance with the terms and conditions of the Contract, the Contractor is hereby notified that the required Maintenance Bond shall remain in effect for a period of one year from the date of **Final Completion**, in this instance **June 7, 2011**.

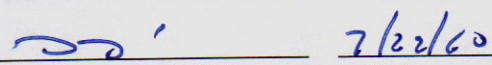
The Owner shall conduct a **One Year Inspection of the Project** on or before the anniversary date of the Final Completion of the Project and shall generate a list of all non-conforming work requiring correction at that time. The Contractor shall attend this inspection and receive this list and correct all items within thirty days, or as otherwise agreed, per the terms of the original Contract.

Recommended by Engineer:
S&B INFRASTRUCTURE, LTD.



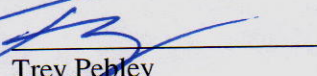
Charlotte L. Teague, P.E. Date
Senior Project Manager

Recommended by Contract Manager:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1



Godfrey Garza, Jr., CFM Date
District Manager, Flood Plan Administrator

Contractor Acknowledgement:
MCALLEN CONSTRUCTION, INC.



Trey Pebley Date
Vice President

Approved by Owner:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Rene A. Ramirez Date
Chairman of the Board
HIDALGO COUNTY

JUL 21 2010

DRAINAGE DISTRICT #1



FORM 1.8
RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR
AND SUBMITTED PRIOR TO FINAL PAYMENT.

Tommy L. Freeman, the undersigned Principal of Southern Star Transport, Ltd.,
Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo
County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors,
payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance,
and other liabilities in the performance of subcontract for furnishing labor or products in the construction of
**Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS
WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**,
Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the
above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County Drainage District
No. 1, Owner, and McAllen Const., Contractor, from any rights or claims (including lien rights)
for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the
Project.

SUB-CONTRACTOR OR VENDOR: Southern Star Trucking
Signature: [Signature] Date: 7-12-10
Name / Title: Tommy L. Freeman Partner
Address: P.O. Box 369 Elsa, TX 78543
(Street, City, State, Zip)



Subscribed and sworn to before me this 12th day of July, 2010.
By: [Signature], Notary Public in and for
Hidalgo County, Texas.
My commission expires 3/2/11.



FORM I.8
RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR
AND SUBMITTED PRIOR TO FINAL PAYMENT.

Nancy Cuellar, the undersigned Principal of Terra Firma Materials LLC, Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of subcontract for furnishing labor or products in the construction of **Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**, Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County Drainage District No. 1, Owner, and Mexican Contractors, Inc. Contractor, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

SUB-CONTRACTOR OR VENDOR: Terra Firma Materials

Signature: [Signature] Date: 7/13/10

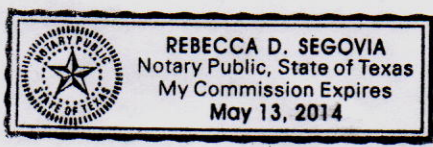
Name / Title: Nancy Cuellar, Member

Address: PO BOX 4737 Edinburg, TX 78540
(Street, City, State, Zip)

Subscribed and sworn to before me this 13 day of July, 2010

By: [Signature], Notary Public in and for
Hidalgo County, Texas.

My commission expires 5/13/14





FORM 1.8
RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

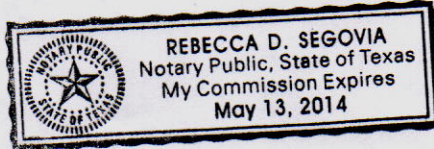
The State of Texas §
§
County of Hidalgo §

**THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR
AND SUBMITTED PRIOR TO FINAL PAYMENT.**

Nancy Cuellar, the undersigned Principal of IOC Trucking, LLC Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of subcontract for furnishing labor or products in the construction of **Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**, Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County Drainage District No. 1, Owner, and McAllen Construction, Contractor, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

SUB-CONTRACTOR OR VENDOR: IOC Trucking
Signature: [Signature] Date: 7/13/10
Name / Title: Nancy Cuellar, office manager
Address: PO Box 4737 Sabinburg TX 78540
(Street, City, State, Zip)

Subscribed and sworn to before me this 13 day of July, 2010.
By: [Signature], Notary Public in and for
Hidalgo County, Texas.
My commission expires 5/13/14.





FORM I.9
CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

The State of Texas §
§
County of Hidalgo §

**THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE
OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.**

TREY PEBLEY, the undersigned Principal of McALLEN CONSTRUCTION, INC., Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that to the best of his knowledge and belief, except as listed below, the Releases and Waivers of Claim attached hereto include all subcontractors and vendor of labor, products, and equipment provided by all persons who may have liens against the property of Hidalgo County Drainage District No. 1, Owner, arising out of the construction of **Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**, Project.

Exceptions: (If none, write "None".) Any exception listed shall be bonded by the Contractor to indemnify the Owner, and a copy of each bond shall be attached hereto.

- 1.
- 2.
- 3.
- 4.

CONTRACTOR: McALLEN CONSTRUCTION, INC.

Signature: [Signature] Date: 7/09/10

Name / Title: TREY PEBLEY, VICE PRESIDENT

Address: 4700 N. WARE ROAD, McALLEN, TX. 78502
(Street, City, State, Zip)

HIDALGO COUNTY

JUL 21 2010

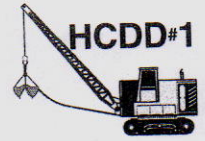
DRAINAGE DISTRICT #1

Subscribed and sworn to before me this 9th day of July, 2010.

By: [Signature], Notary Public in and for
Hidalgo County, Texas.

My commission expires 6/24/14.





FORM I.7
AFFIDAVIT AND WAIVER OF LIEN
CONTRACTOR

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

TREY PEBLEY, the undersigned Principal of McALLEN CONSTRUCTION, INC., Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all product suppliers, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of **Contract Number: 09-025-12-29 "REHABILITATION IMPROVEMENTS AND REPAIRS FOR VARIOUS WEIRS - PHASE I ON NORTH MAIN DRAIN AND SOUTH MAIN DRAIN, HIDALGO COUNTY, TEXAS"**, Project, have been paid in full, and that the above named Contractor waives any claims and releases to Hidalgo County Drainage District No. 1, Owner, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

The above named Contractor agrees to indemnify the Owner and save him harmless on account of any loss Contractor may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien Contractor may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

CONTRACTOR: McALLEN CONSTRUCTION, INC.

Signature: [Signature] Date: 7/9/10

Name / Title: TREY PEBLEY, VICE PRESIDENT

Address: 4700 N. WARE Rd., McALLEN, TX 78502
(Street, City, State, Zip)

HIDALGO COUNTY

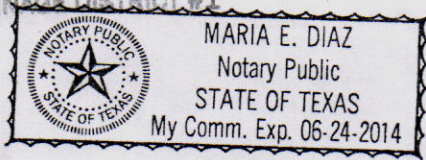
JUL 21 2010

DRAINAGE DISTRICT #1

Subscribed and sworn to before me this 9th day of July, 2010.

By: [Signature], Notary Public in and for Hidalgo County, Texas.

My commission expires 6/24/14.



CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: Contract No. 09-025-12-29; Rehabilitation Improvements
(name, address) & Repairs for Various Weirs - Phase I on North Main
TO (Owner) Drain & South Main Drain, Hidalgo County, TX

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

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR: McAllen Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond).

Great American Insurance Company of New York
2435 N. Central Expressway, Ste 600, Richardson, TX 75080, SURETY COMPANY,
on bond of (here insert name and address of Contractor)

McAllen Construction, Inc., CONTRACTOR,
P.O. Box 3244, McAllen, TX 78502
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Hidalgo County Drainage District No. 1, OWNERS,
902 N. Doolittle Rd, Edinburg, TX 78541
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 8th day of July 20 10

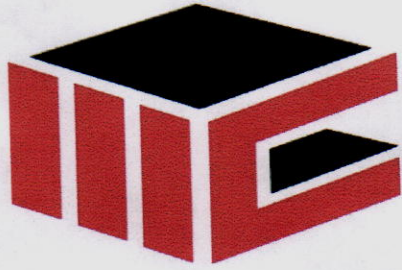
Great American Insurance Company of New York
Surety Company

By: 
Signature of Authorized Representative

David C. Hughston, Attorney-in-fact
Title

Attest:
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



MCALLEN
CONSTRUCTION
BUILDING WITH INTEGRITY

July 12, 2010

Ms. Sharlotte L. Teague
S & B Infrastructure, LTD.
5408 N 10th Street
McAllen, Texas 78504

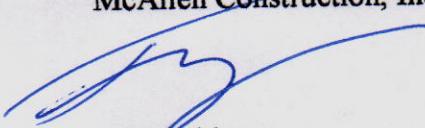
Re: Hidalgo County Master Drainage System
Rehabilitation Improvements & Repairs for Various Weirs Phase I
Final/Retainage Invoice

Dear Madam,

Subj: Warranty

McAllen Construction, Inc. warranties all workmanship for the referenced project for a period of one year from June 7, 2010.

Sincerely,
McAllen Construction, Inc.



Trey Pebley
Vice President

HIDALGO COUNTY
JUL 21 2010
DRAINAGE DISTRICT #1

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: Contract No. 09-025-12-29; Rehabilitation Improvements
(name, address) & Repairs for Various Weirs - Phase I on North Main
TO (Owner) Drain & South Main Drain, Hidalgo County, TX

[]

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

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

CONTRACT DATE:

[]

CONTRACTOR: McAllen Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond).

Great American Insurance Company of New York
2435 N. Central Expressway, Ste 600, Richardson, TX 75080

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

McAllen Construction, Inc.

P.O. Box 3244, McAllen, TX 78502

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

, OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 8th day of July 20 10

Great American Insurance Company of New York
Surety Company

By: 
Signature of Authorized Representative

David C. Hughston, Attorney-in-fact
Title

Attest:
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. **0** 15621

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	ALL OF	ALL
CHRIS HUGHSTON	BROWNSVILLE, TEXAS	\$75,000,000.
DAVID C. HUGHSTON		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of JUNE, 2008.

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK



Eve Cutler Rosen
Senior Vice President, General Counsel & Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 18TH day of JUNE, 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11

Karen L. Groshem

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated July 27, 1995.

RESOLVED: That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, EVE CUTLER ROSEN, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 27, 1995 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of July 2010

HIDALGO COUNTY

JUL 21 2010

DRAINAGE DISTRICT #1

Eve Cutler Rosen
Senior Vice President, General Counsel & Assistant Secretary



S1185E (4/08)

AI-22142

7.

**WA#2-Maintain Storm Water Management Plan (SWMP) MS4 for Year 3 & 4
DRAINAGE DISTRICT**

Date: 07/27/2010

Submitted By: Claudette Cavazos, DRAINAGE DISTRICT

Submitted For: Claudette Cavazos

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of S&B Infrastructure Work Authorization No. 2- to Maintain Storm Water Management Plan (SWMP), incorporate additional municipalities and cities, and any related activities associated with compliance to regulations by the Texas Commission on Environmental Quality (TCEQ) for Years 3 (in Part) & 4, the Environmental Protection Agency's final regulations on storm water programs, and the rules and regulations for Municipal Separate Storm Sewer Systems (MS4).

BACKGROUND

Fiscal Impact

Attachments

Link: [MS4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2010 10:46 AM	APRV
2	Perla Lopez	Perla Lopez	07/22/2010 11:09 AM	APRV
3	Final Approval		07/23/2010 04:21 PM	NEW
Form Started By: Claudette Cavazos			Started On: 07/22/2010 09:23 AM	
Final Approval Date: 07/23/2010				

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through the **BOARD OF DIRECTORS**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is *to maintain Storm Water Management Plan (SWMP), incorporate additional municipalities and cities, and any related activities associated with compliance to regulations by the Texas Commission on Environmental Quality (TCEQ) for Years 3 (in part) and 4, the Environmental Protection Agency's final regulations on storm water programs, and the rules and regulations for Municipal Separate Storm Sewer Systems (MS4)* (hereinafter referred to as the "Project").

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

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

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **two hundred seventy-nine thousand and seventeen dollars (\$279,017)**. This amount is based upon the costs outlined in the *Estimated Cost Proposal* attached hereto as ATTACHMENT "D".

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the *Work Schedule* attached hereto as ATTACHMENT "C".

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of 27th day of July, 2010.

**THE ENGINEER:
S&B INFRASTRUCTURE, LTD.**

BY:



Charlotte L. Teague, PE, Senior Project Manager

**THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

BY:

Rene A. Ramirez, Chairman of the Board

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **ATTACHMENT "B"** attached to this Work Authorization).

GENERAL

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **ATTACHMENT "C"** attached to this Agreement.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (6) Non-labor costs associated with any hard-copy products such as mail-outs or inserts.

ATTACHMENT "B"

Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**:

The **Engineer** will assist the **Owner** in finalizing their Storm Water Management Plan (SWMP), incorporating additional cities and municipalities, and implementation and maintenance of their SWMP Year 3 (in part) and 4. (It is understood and agreed that the **Engineer** may not complete all of the following activities under this Work Authorization, and that the actual deliverables may be completed in subsequent or concurrent work authorizations.)

The tasks involved to accomplish this goal are as follows:

Task 1.0 Monitor and Maintain SWMP to Meet Regulatory Requirements

The **Engineer** will continuously assess and monitor opportunities to address requirements of the applicable codes and regulations, including but not limited to: (a) 64 Federal Register 235, December 8, 1999 "National Pollutant Discharge Elimination System (NPDES) Storm Water Program", (b) the Texas Water Code (Chapter 26), (c) the Clean Water Act (Section 402), and (d) the Texas Commission on Environmental Quality's (TCEQ) General Permit [TXRO40000]. Additionally, the **Engineer** will work with the **Owner's** Legal Counsel to maintain current status and opportunities for the **Owner** to team with other municipalities on a regional approach. The **Owner's** SWMP will be maintained by the **Engineer**, as approved by the **Owner**, to meet the regulatory requirements for Year 3 (in part) and 4.

Specific activities include:

BMP 4.1.1 Hidalgo County Storm Water Website

Website revised and maintained as needed.

*Feedback regarding the County's storm water program solicited via the website

BMP 4.1.2 Storm Water Education Promotional Giveaway Program

Develop and distribute promotional items at schools, libraries, public offices, fairs, and tourist offices

BMP 4.1.3 Bilingual Utility Bill Insert and Educational Flyer

Develop, update, and distribute the educational flyer as an insert and self-mailer.

Produce and distribute the flyer to public facilities yearly.

BMP 4.1.4 Storm Water Pollution Hotline

Document / monitor performance of hotline and the number of calls each year in order to gauge the success of public education efforts.

BMP 4.1.5 Educational Stormwater Documentary and Brochure

Present the brochure and documentary as classroom education at schools and libraries

Present the brochure and documentary in consort with promotional giveaways and focus on storm water website

Produce and distribute materials to visitors at tourist offices.

BMP 4.1.6 "Stencil Town" Storm Drain Markers

Implement the plan for reaching the 100% goal by the end of the fifth year. As part of a cooperative effort, solicit the help of cities and municipalities within the county seeking to achieve similar goals marking/stenciling storm drains

BMP 4.1.7 County Employee Education

Conduct employee education during regularly scheduled "key-up" meetings a minimum of once a year.

Update, produce, and distribute educational material prepared previously under other BMPs with a focus on good housekeeping, the do's and don'ts of water pollution, and the top 10 actions the public should take against storm water pollution.

Seek and document feedback regarding perceived improvement in storm water quality.

BMP 4.1.8 Education for Elected Officials

Develop and produce educational materials for employees.

Provide Phase II program status reports to officials twice a year.

Seek and document feedback on how officials have been able to promote an awareness of storm water pollution and the results they have perceived.

BMP 4.1.9 Hidalgo County Partnerships

Develop / implement seminar to bring in other partners

Revisit with businesses to derive feedback on effects of program.

BMP 4.1.10 Storm Water Education for Restaurant Owners

Develop and provide outreach material to restaurant owners

Develop and monitor program for city and county health departments to make yearly visits to restaurant owners, make owners aware of proper disposal and recycling practices for oil and grease, and inform owners of potential storm water violations and fines.

Solicit and document responses to inquiries regarding program.

BMP 4.1.11 Commercial and Industrial Education

Send personalized letters to all commercial and industrial facilities within the partnership boundaries once a year. Provide information on the storm water program; employ the “flyer” described in BMP 3.1.3 and the “brochure” listed BMP 3.1.5

Request e-mail addresses and establish an e-mail distribution group to facilitate communication on storm water related issues between the partnership and commercial and industrial enterprises.

Distribute educational material and solicit feedback once per year.

BMP 4.1.12 Developer/Builder/Engineer Training

Provide developers, builders, and engineers educational materials and the opportunity to participate in training once a year on erosion and sediment control in construction practices.

BMP 4.2.1 Public Meetings and Citizen Panels

Conduct a minimum of one public meeting to assess progress of program.

BMP 4.2.2 Citizen's Advisory Committee

Conduct a minimum of two citizen's advisory committee meeting and solicit feedback about program

BMP 4.2.3 Storm Water Pollution Hotline

Use same measurable goals listed under BMP 3.1.4

BMP 4.3.1 Identify Illicit Connections through Dry Weather Screening

Carry out a yearly in-depth inspection and monitor 25% of targeted outfalls with dry weather flows and other suspicious discharges.

Use video cameras to detect and document suspected direct connections to wastewater system

Identify and document areas where wastewater may be leaking into adjacent storm drain pipes.

Coordinate inspection with City / County inspectors and District management to remove illicit connections and track storm drain system maintenance.

Document in an annual report the number of outfalls screened, the number of illegal discharges eliminated, and the number of complaints received/corrected.

BMP 4.3.2 Storm Drain System Map

Review / document updates to system map; identify source information.

BMP 4.3.3 Illicit Discharge and Illegal Dumping Hotline

Work with water utilities throughout the County and place a flyer/insert in utility bills once a year alerting homeowners about the Hotline.

BMP 4.3.4 Education of County Employees, Businesses, and the General Public

Conduct employee education and organize storm water pollution education seminars directed towards businesses and the general public utilizing educational material prepared previously under BMPs 3.1.3, 3.1.4, and 3.1.5

Develop and hold 2 education seminars; focus on the do's and don'ts of water pollution and the hazards associated with illegal discharges, illicit connections, failing septic systems, improper disposal of waste, and illegal dumping; seek and document feedback.

BMP 4.4.1 Construction Site Monitoring Program

For site construction plan review, develop a set of minimum procedures or criteria that consider potential water quality impacts and require implementation of appropriate installation of erosion and sediment control BMPs.

BMP 4.4.3 Requirements for Construction Site Contractors.

Implement site plan review, pre-construction meetings, site inspection, and enforcement according to procedures within the ordinance.

BMP 4.4.5 Consideration of Information Submitted by the Public

Begin implementation, document, and maintain through year,

BMP 4.4.6 Certification Program for Contractors

Develop and present certification program for contractors to educate about the proper selection , installation, inspection, and maintenance of BMPs to ensure compliance with ESC requirements.

BMP 4.4.7 Review Erosion an Sediment Control Program

Review and document the overall effectiveness of the erosion and sediment control program.

Document improvements in water quality, clarity, and reductions in sedimentation in local water bodies.

BMP 4.5.1 Adopt Planning Process

Meet on a yearly basis to assess the progress made in achieving the program goals.

BMP 4.5.2 Develop and adopt a Drainage Criteria and Design Manual

Review and assess the manual employing criteria meeting the partner needs.

BMP 4.5.3 Storm Water Control Ordinance

Implement site plan review, pre-construction meetings, site inspection, and enforcement according to procedures within the ordinance.

BMP 4.5.4 Engineering Design Review

Implement application of storm water control ordinance and the new manual in the existing plan review process.

BMP 4.5.5 Program for Maintenance of Structural Storm Water Controls

Conduct an inspection of each structural control twice a year and conduct regular maintenance as needed.

BMP 4.6.1 Operation and Good-Houskeeping Program

Implement program procedures.

Coordinate with partners and ensure that new flood management projects assess the impacts on water quality and examine existing projects for additional water quality protection or devices.

BMP 4.6.2 Training Program for Ground Maintenance and Landscaping Crews

Develop and hold workshop

BMP 4.6.3 Spill Prevention and Control Plan

Conduct annual spill prevention and response training sessions for employees.

Distribute educational materials, posters, and pamphlets to each facility by the end of year.

BMP 4.6.4 Storm Sewer Cleaning Activity

Document the efforts of cleaning all structural and nonstructural storm water controls once a year.

BMP 4.6.5 Visual Inspections Program

Implement the program.

BMP 4.6.6 Reshaping and Maintenance of Drainage Ditches

Conduct sample inspection of drainage facilities.

Task 2.0 Determine Resources, Funding and Legal Authority

The **Engineer** will assist the **Owner** in making an assessment of additional resources, funding and legal authority needed to implement and maintain SWMP.

Task 3.0 Incorporate Additional Cities / Municipalities

The **Engineer** will incorporate additional cities and municipalities and revise the SWMP for submittal to the TCEQ.

Task 4.0 General Coordination

The **Engineer** shall provide the following management activities in the development of the **Project**:

4.1 Progress Meetings. The **Engineer** shall formally meet with the **Owner** on monthly basis to review the progress of the **Project**. The **Engineer** shall prepare minutes for each progress meeting, and provide a copy to the **Owner**.

4.2 Quality Control / Quality Assurance. In addition to peer review and **Project Manager** review, the **Engineer** shall perform quality control and assurance (QC/QA) on all deliverables with an independent engineer, within the **Engineer's** firm, who will assure that the project requirements are met at each milestone submittal.

4.3 Internal Coordination. The **Engineer's Project Manager** shall provide internal coordination for the development of **Project** progress reports and budget reports, responses to requests for information, and review/preparation of billing and invoicing, as well as coordination with all Project Team members in the development of the project, including quality control / quality assurance, internal project meetings and providing technical assistance.

ATTACHMENT "C"

Work Schedule

This work authorization is anticipated to be completed no later than **November 30, 2011**. *(It is understood and agreed that the **Engineer** may not complete all of the following activities under this Work Authorization, and that the actual deliverables may be completed in subsequent or concurrent work authorizations.)*

The **Engineer** will diligently pursue the completion of this work authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule.

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

PROJECT: MS4
 CLIENT: Hidalgo County Drainage District No. 1

YEARS 3 (PART) / 4

ATTACHMENT "D"

Cost Proposal

S&B JOB NO.:

TASK CODE	DESCRIPTION from ATTACHMENT "p"	FIRM	SERVICE	Principal(XV)	Director of QC/QA(XII)	Project Manager (VIII)	MAN-HOURS						ESTIMATED FEE	TOTALS	
							Engineer (V)	Engineer Hydraulic/Civil	Engineer (III,IV) Civil	Environmental Scientist	Engr Assistant	GIS			CADD Operator (I)
LABOR															
ACTIVITIES															
	<i>Develop and maintain Storm Water Management Plan.</i>														
	Sub Total (Labor)			0	0	136	0	285	765	817	112	0	531	2,646	\$0.00
	Total Hours			0	0	136	0	285	765	817	112	0	531	2,646	
	CONTRACT RATES: (\$/MAN-HOUR)			316.26	308.37	205.58	164.47	158.30	119.21	92.04	86.37	65.77	53.44		
	BASE RATES: (\$/MAN-HOUR)			108.24	105.54	70.36	56.29	54.18	40.80	31.50	29.56	22.51	18.29		
NON LABOR															
	Sub Total (NON-LABOR)														\$1,500
	PROJECT TOTAL														\$279,017

AI-22137

8.

TWDB

DRAINAGE DISTRICT

Date: 07/27/2010

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to meet with TWDB to provide the District's Disadvantaged Community eligibility, and other related matters associated to Clear Water State Revolving Fund.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2010 08:25 AM	APRV
2	Perla Lopez	Perla Lopez	07/22/2010 10:33 AM	APRV
3	Final Approval	Angela Garcia	07/23/2010 04:21 PM	APRV

Form Started By: Sylvia Sanchez

Started On: 07/22/2010 08:11 AM

Final Approval Date: 07/23/2010
