



**CONSENT AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 20, 2014
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Drainage District #1 Board has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Board Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. Approval of check register and payment of claims and bills - County Treasurer

2. **AI-44372** Discharge Permit
North Alamo Water Supply - North Alamo Regional WWTP

3. **AI-44497** Acceptance and approval to exercise the option to renew the letter of engagement services with Arbitrage Compliance Specialists, Inc. for the final year of the three (3)-one (1) year extension as provided in RFQ NO: 2011-070-03-16-VYG for the "Arbitrage Calculation Services" with the same rates, terms and condition through assigned PO#624767.

4. **AI-44566 2013 Bond Payments:**
Approval to issue payment on the following invoices after review and auditing procedures are completed:

Invoice No. 5312 in the amount of \$1,197.99 for Guzman & Munoz Engineering and Surveying, Inc. related to Work Authorization No. 1-Basic Engineering Services for the Edinburg Stub to South Main Drain near Canton Road and Cesar Chavez Road from Agreement for Professional Engineering Services for the expansion of an existing weir structure located within the West Main Drain and the addition of a 10' x 10' concrete box outfall from the Edinburg Stub Drain into the South Main Drain, BOD 7-9-13.

Invoice No. 5313 in the amount of \$2,086.53 for Guzman & Munoz Engineering and Surveying, Inc. related to Work Authorization No. 5-Basic Engineering Services for the West Main Drain Control Weir Structure near McColl Road between Chapin Road

and Schunior Road from Agreement for Professional Engineering Services for the expansion of an existing weir structure located within the West Main Drain and the addition of a 10' x 10' concrete box outfall from the Edinburg Stub Drain into the South Main Drain, BOD 7-9-13.

Invoice No. 11324823 in the amount of \$79,925.64 for L&G Consulting Engineers, Inc. related to Work Authorization No. 4-Mission Inlet Recertification Project Phase IA-Floodway/Levee Easement Map & Documentation, Phase II-Proposed Improvements Analysis and Phase III-FEMA Mapping & CLOMR from Agreement for Professional Engineering Services for the Mission Inlet Recertification Project, BOD 4-9-13.

Invoice No. 20141882 in the amount of \$4,237.88 for Tedsi Infrastructure Group related to Work Authorization No. 12-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-Legal Rights from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects, BOD 4-9-13.

Invoice No. 20141881 in the amount of \$20,161.63 for Tedsi Infrastructure Group related to Work Authorization No. 11-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-Environmental Services from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects.

Invoice No. 20141883 in the amount of \$121,181.36 for Tedsi Infrastructure Group related to Work Authorization No. 13-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-Preliminary Engineering Report Services from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects, BOD 4-9-13.

Invoice No. 20141880 in the amount of \$60,548.46 for Tedsi Infrastructure Group related to Work Authorization No. 8-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-General Management Consultant from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects, BOD 4-9-13.

Invoice No. 20141884 in the amount of \$2,841.78 and **Invoice No. 20141856** in the amount of 2,526.74 for Tedsi Infrastructure Group related to Work Authorization No. 14-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-Preliminary Project Development for Field Surveying, Water Quality and Architectural Services from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects, BOD 4-9-13.

AI-44372

2.

DRAINAGE - CONSENT

Meeting Date: 05/20/2014

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discharge Permit

North Alamo Water Supply - North Alamo Regional WWTP

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/02/2014 11:18 AM
Final Approval	Monica Badillo	05/16/2014 05:22 PM
Form Started By: Sylvia Sanchez		Started On: 05/02/2014 09:45 AM
	Final Approval Date: 05/16/2014	

AI-44497

3.

DRAINAGE - CONSENT

Meeting Date: 05/20/2014

Submitted For: Martha L. Salazar for Godfrey Garza Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the option to renew the letter of engagement services with Arbitrage Compliance Specialists, Inc. for the final year of the three (3)-one (1) year extension as provided in RFQ NO: 2011-070-03-16-VYG for the "Arbitrage Calculation Services" with the same rates, terms and condition through assigned PO#624767.

BACKGROUND

Letter of Engagement assigned #E-13-195A-06-04 (Original assigned number #C-11-070A-0621)

Fiscal Impact

FISCAL YEAR: 2014

ACCOUNT #: 110-415-003-43500

FUNDS AVAILABLE? Y/N:

MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:

Attachments

Extension notice and Letter Of Engagement Documentation

Assigned Purchase Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/14/2014 08:35 AM
Final Approval	Monica Badillo	05/16/2014 05:22 PM
Form Started By: Vangie Garcia		Started On: 05/12/2014 04:47 PM
	Final Approval Date: 05/16/2014	



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 8, 2014

Arbitrage Compliance Specialists, Inc.
Attn: Doug Pahnke
5975 South Quebec Street, #205
Centennial, CO 80111

Via Email: Doug@RebateByACS.com

**Re: Extension Of Final Year of Letter Of Engagements:
E-13-195-06-04-Hidalgo County (Original Contract C-11-070-06-21)
E-13-195A-06-04-(Drainage District No. 1 (Original Contract C-11-070A-06-21))**

Dear Mr. Pahnke:

Hidalgo County Purchasing Department will be requesting the Commissioners' Court to consider the County's sole option to exercise its' option to extend the letter of engagement services, the final year of the three (3)-one (1) year as provided under RFQ NO: 2011-070-03-16-VYG for Hidalgo County and Hidalgo County Drainage District No. 1. Extension will be at the same rates, terms and conditions.

Please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, May 20, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Monday, May 12, 2014 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

June 1, 2011

Hidalgo County Drainage District No. 1
902 North Doolittle
Edinburg, Texas 78541



ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

The purpose of this letter is to propose the engagement of Arbitrage Compliance Specialist, Inc. ("ACS") to prepare arbitrage compliance computations as required by the United States Treasury, Internal Revenue Service ("IRS") for all tax-exempt debt issues of **Hidalgo County Drainage District No. 1 ("District")**. The engagement will include all services as indicated in ACS' response to RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services Scope provided as Exhibit A for reference. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas. Calculations performed under this agreement will be performed at ACS' office and the results of the calculations will be delivered by ACS to the District. This agreement shall become effective at the date of acceptance by the District and remain in effect until canceled. The District can terminate this Engagement with or without cause, with thirty (30) days written notice prior to cancellation. Listed below are the associated fees to complete this engagement:

FEE SCHEDULE

Arbitrage Rebate Fee Schedule – Per Issue	
One Year Report (computation period of up to one year)	\$1,350
Two Year Report (computation period of up to two years)	\$1,875
Three Year Report (computation period of up to three years).....	\$2,400
Four Year Report (computation period of up to four years)	\$2,925
Five Year Report (computation period of up to five years).....	\$3,450
Miscellaneous Fee Schedule – Per Issue	
Recovery of Overpayment.....	\$3,000
Pre-calculation and post-calculation services:	
On-site ACS team to transition the contract	Included
Training of the County's staff on strategies to help lower arbitrage rebate liabilities	Included
Arbitrage rebate calculation services:	
Yield reduction calculations	Included
Spending exception calculations	Included
Transferred proceeds analysis	Included
Universal Cap analysis	Included
Debt service testing	Included
Commingled funds	Included
Preparation of Form 8038-T	Included
Comprehensive discussions of the findings of each arbitrage calculation	Included
Attend the County's Board meetings	Included
Legal services:	
IRS audit support	Included
Pre-issuance election advice	Included

HEADQUARTERS: 5975 S. Quebec St. #205 • Centennial, Colorado 80111

☎ 800-672-9993 ☎ 800-756-6505 ☎ 303-756-5100 ☎ 303-756-0901 ☎ www.rebatebyacs.com

LOCATIONS NATIONWIDE: AZ • CA • CO • FL • ID • NV • OK • OR • PA • TN • TX • UT • WA

In conjunction with this engagement, we will provide the applicable report(s) opining to the arbitrage compliance liability for the tax-exempt debt and related services.

We appreciate the opportunity to provide assistance to help you comply with your IRS arbitrage compliance requirements. As always, if we may be of further assistance or if you have any questions, please do not hesitate to call us at (800)672-9993 x7526.

Very truly yours,

Arbitrage Compliance Specialists, Inc.



Doug Pahnke, Director, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to arbitrage@rebatebyacs.com.



Accepted by - Signature

Date

Ramon Garcia

Chairman Of The Board

Accepted by - Print Name

Title

Hidalgo County Drainage District

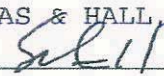
Organization

ATTEST:


Arturo Guajardo, Jr., County Clerk

Approved As To Form:

ATLAS & HALL, L.L.P.

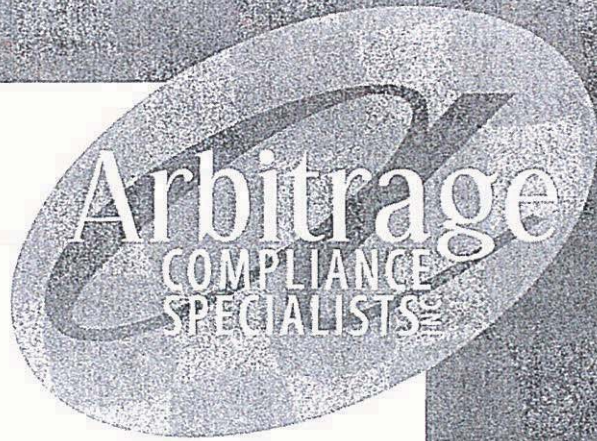

Stephen L. Crain

Approved by Commissioners' Court
on 6-21-11 rw

Approved By Commissioners Court: June 21, 2011

Exhibit A

Arbitrage Compliance Specialists Response to RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services



REQUEST FOR QUALIFICATIONS FOR
ARBITRAGE CALCULATION SERVICES
HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
2011-070-03-16-VYG

DUE: MARCH 16, 2011, 9:30 A.M.

PREPARED BY:
ARBITRAGE COMPLIANCE SPECIALISTS, INC.
2500 CITY WEST BOULEVARD #300
HOUSTON, TEXAS 77042-3014

www.RebateByACS.com
1-800-672-9993



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Professional Liability Insurance	Tab 1



March 10, 2011

Ms. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 South Highway Business 281
Edinburg, Texas 78539

Dear Ms. Salazar and Members of the Selection Committee:

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present this proposal to provide Arbitrage Calculation Services to Hidalgo County and Hidalgo County Drainage District No. 1 (the "County"). All calculations will be completed in accordance with Section 148(f) of the Internal Revenue Code, as amended, and Treasury Regulations (the "Tax Code") and with the scope of services listed in the Request for Qualifications for Arbitrage Calculation Services, RFQ No: 2011-070-03-16-VYG (the "RFQ").

The County will be receiving RFQ responses from firms such as BLX, First Southwest, and the Bank of New York. Each firm's response will state that their firm is the most experienced arbitrage firm in the country – and ACS is no different. When evaluating our response please keep in mind that arbitrage calculations require extensive knowledge of governmental accounting, accounting allocation rules, as well as legal interpretations of the Tax Code. Simply put, an arbitrage calculation is a type of tax calculation and therefore, the most qualified professional to complete the tax calculation is a CPA. When reviewing the RFQ responses, please pay special attention to the individuals who will be performing the arbitrage calculations. You will find that many of the individuals within the organizations are not CPAs – yet these firms will state that they are the most qualified to compute a tax calculation.

What sets our firm apart from our competitors is that the County's calculations will be completed by a tax attorney and CPA who has over 24 years of experience in computing arbitrage liabilities. This means that the calculations are completed by a professional who is trained in accounting as well as tax law; the perfect combination for arbitrage calculations. Since our firm specializes solely in arbitrage calculations, our fees are often **30-40% less** than our competitors' fees. In addition, our firm provides services prior to issuance and after the bonds are final that are not offered by our competitors. A few highlights of our arbitrage compliance program are listed below:

- ACS provides an on-site team to collect all of the necessary documentation to transition the calculations to our firm at no cost to the County.
- Bond planning legal assistance
- IRS audit assistance
- On-site arbitrage and bond accounting rules training
- ACS will create an arbitrage rebate policy manual for the County's use (highly recommended by the IRS).

If you have any questions or would like to discuss the details of our proposal, you may contact me at (800) 672-9993 extension 7526.

Best regards,

Arbitrage Compliance Specialists, Inc.

A handwritten signature in black ink, appearing to read "Doug Pahnke", is written over a horizontal line.

Doug Pahnke, Director, Vice President

2500 City West Boulevard, Suite 300 • Houston • Texas • 77042
Phone: (800) 672-9993 • Fax: (800) 756-6505 • E-mail: doug@rebatebyacs.com
California | Colorado | Florida | New Jersey | Pennsylvania | Tennessee | Texas | Washington



1. UNDERSTANDING OF THE PROJECT

It is our understanding that the County is seeking a qualified arbitrage calculation service provider to perform arbitrage rebate, yield restriction/yield reduction, and spending exception calculations for the County's tax-exempt debt issues in compliance with the Tax Code. Calculations are to be performed on each fifth year filing date and on the final maturity date of each debt issue. Calculations will include construction/capitalized interest funds, cost of issuance funds, reserve funds, overfunded debt service funds, escrow funds and transferred proceeds.

ACS is to provide on-site services to include an initial organizational meeting, record retention training, and Tax Code training. ACS is to provide IRS audit/inquiry support by our team of CPAs and on-staff tax attorney.

The contract will be supported by our Houston, Texas office that will provide the following services:

- On-site ACS team to transition the contract
- IRS audit support
- Comprehensive discussions of the findings of each arbitrage calculation
- Pre-issuance election advice
- Training of the County's staff on strategies to help lower arbitrage rebate liabilities
- Attend the County's Board meetings

2. FIRM'S QUALIFICATIONS

Firm's history and number of years performing arbitrage calculations

Providing arbitrage rebate calculations since 1986: Our strong, debt-free financial positioning, coupled with a very low employee turnover ratio is indicative of a financially stable firm that will be able to service the County for decades to come. ACS has 14 employees that are dedicated to arbitrage rebate including a tax attorney, CPAs, financial managers, Directors, and technical computer hardware/software managers.

Advisor to the United States Congress on arbitrage rebate: Janet P. Sacks, Managing Director, President, started her arbitrage rebate career in 1986 while working for Price Waterhouse, the third largest accounting firm in the Country at that time. Due to her extensive expertise in governmental debt, Janet was requested by the United States Congress to take part in the Beryl Anthony Public Finance Commission. This bipartisan Commission resulted in the formulation of the arbitrage rebate calculation methodology we use today. Having been one of the first arbitrage rebate providers in the Country, ACS has grown to be known as the expert among experts, regularly providing arbitrage rebate interpretation, consultation and advice to clients as well as to professionals within the industry.

ACS is a privately held corporation whose practice has been calculating arbitrage liabilities for tax-exempt debt issuers since the inception of the 1986 Tax Code. Selecting our firm to begin this engagement with the County should instill confidence that each and every tax-exempt debt issue will be supported by the most qualified arbitrage rebate calculation firm in the Country. All calculations are opined by a licensed tax attorney and completed by seasoned accountants who are trained and educated in tax law interpretation, accounting methodologies, and arbitrage rebate minimization strategies. Our firm pledges the entirety of our accounting and legal expertise to ensure that the County will pay the lowest amount of arbitrage rebate liability allowable while adhering to the rules and regulations set forth in the Tax Code.

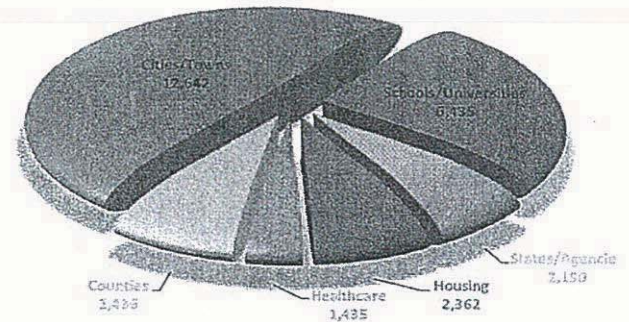
ACS provides services for over 1,500 municipalities across the United States and currently works with clients with active tax-exempt debt issues ranging from 1 to 250 bonds. We have absolute confidence that our firm possesses the available resources necessary to exceed the County's expectations. Since 1986, our practice has completed over 30,000 calculations for fixed rate and variable rate tax-exempt debt issues with varying investment structures such as swaps, letter



of credit agreements, guaranteed investment contracts, remarketing agreements, repurchase agreements, reimbursement agreements, flex repos, and forward delivery agreements.

30,000 CALCULATIONS COMPLETED SINCE 1986

Legal expertise: ACS is highly sought out by issuers and legal counsel throughout the Country. Our firm has distinctive legal and accounting experience with the arbitrage rebate regulations dating back to the inception of the 1986 Tax Code. ACS retains *on-staff* legal tax counsel services. As an added benefit to our clients, ACS' legal tax counsel services are included in our arbitrage rebate services at *no additional cost*.



On-site training: ACS is committed to providing initial and ongoing support to our clients. The services that ACS will provide to the County at *no additional cost* before and after the arbitrage rebate calculations are performed are listed below:

- ACS team to transition the contract
- IRS audit support
- Comprehensive discussions of the findings of each arbitrage calculation
- Pre-issuance election advice
- Training of the County's staff on strategies to help lower arbitrage rebate liabilities
- Training of the County's staff on the accounting rules allowable under the Tax Code
- Attend the County's board meetings

IRS audit assistance: ACS has developed an unmatched, comprehensive knowledge of how the existing tax regulations are interpreted as well as how new financial instruments may be treated by the IRS. As an independent firm specializing **solely** in the field of arbitrage compliance, ACS is not involved in providing bond counsel services, financial advisory services, or investment services to municipalities, and therefore, the IRS has regarded our calculations as extremely reliable and free from any internal or external influence. We have developed a thorough understanding of the IRS' enforcement philosophy and tactics and we include initial preventative audit-proofing in our work product. ACS will defend our clients *at no additional charge* in the event of an IRS audit.

ACS' custom arbitrage rebate calculation system: The type of calculation method used will vary between different types of funds, i.e. project funds, debt service funds, reserve funds, and cost of issuance funds. ACS utilizes its integrated tax law and accounting expertise throughout the whole arbitrage rebate compliance process to select the accounting method that will compute the lowest permissible liability as allowed by law. The Tax Code allows numerous allocation methods in calculating arbitrage rebate. A few of the methods are listed below:

Project Funds:

- First in first out
- Last in first out
- Ratable allocations
- Specific tracing

Debt Service Residual Extraction:

- 100%
- Average excess
- Year end excess
- Excess over maximum annual debt service

Commingled Funds:

- Values of the debt issues
- Remaining maximum annual debt service
- Original principal

A majority of arbitrage firms use Microsoft Excel or an off-the-shelf arbitrage calculation software product to perform the arbitrage calculations. ACS has evaluated these systems and found that they are prone to errors and are severely restricted in the ability to compute arbitrage liabilities under various accounting methods. **ACS' custom arbitrage rebate software and experienced professionals will calculate the lowest allowable arbitrage rebate liability in the industry.** The Tax Code allows the use of dozens of different accounting and allocation methods, and ACS' custom-built software allows our accountants the ability to run and rerun the calculation under each of these methods. This unique and efficient system continually saves our clients millions of dollars each year in potential arbitrage payments.



Bond deadline tracking system: Key information from each debt issue is entered into our database system to track IRS filing deadlines and election requirements to ensure timely reporting. Information included in this system will be provided as an Arbitrage Rebate Summary as detailed below and illustrated on Page 17 of this response.

Bond facts	Completed and future reports	Notes/Recommendations
<ul style="list-style-type: none">• Internal control number• Debt issue name• Issuance date• Final maturity• Subject to rebate• Subject to yield restriction	<ul style="list-style-type: none">• Description of report• Type of report• Report end date• Liability	<ul style="list-style-type: none">• Accounting modifications• Liability reserves: 90% or 100%• Spending exception elections• Spending goals• Yield restriction limits

Legal experience and expertise

Ira B. Sacks, CPA, Tax Attorney, Director: ACS is highly sought out by issuers and legal counsel throughout the Country because our firm has unique legal and accounting experience with the 1986 Tax Code. Ira is both a CPA and tax attorney and is regarded by the bond community as an “attorney for attorneys.” Ira’s extensive education and background includes Bachelor Degrees in Accounting, Finance, and Computer Science and Masters Degrees in Law, Taxation, and Business. ACS retains *on-staff* legal tax counsel services. As an added benefit to our clients, ACS’ legal tax counsel services are included in our arbitrage rebate services at *no additional cost*.

Member of the National Association of Bond Lawyers (NABL): Rebate compliance is a serious business and the Tax Code is a volatile and complex set of rules and regulations subject to frequent changes and constant re-interpretation. With the Tax Code evolving on a daily basis, it is imperative that an arbitrage rebate firm keep abreast of proposed regulations as well as current interpretations of the Tax Code. As a member of NABL, ACS is informed on a daily basis of all proposed and ultimately finalized changes to the Tax Code as well as the current IRS enforcement focus.

Independent tax counsel services: Arbitrage calculations require that that elections made within the bond issuance documents are analyzed to ensure that the Tax Code is properly applied. As a truly independent firm, not providing bond counsel or financial advisory services, our legal opinions and arbitrage calculations are regarded by the SEC and the IRS to be extremely reliable and free from influence. In audits conducted on our arbitrage calculations, the IRS has found our calculations to be 100% accurate. Throughout our firm’s history, we have not had any adverse findings by the IRS. Audits and inquiries have been quickly closed, saving our clients extensive costs that are often associated with an audit.

Unmatched understanding of the Tax Code: ACS’ experience in the arbitrage rebate industry, combined with our ability to offer on-the-spot legal advice, makes our firm stand out from our competitors. ACS has developed an unmatched, comprehensive knowledge of tax regulations, existing tax regulation interpretation, and the skills for determining how new financial instruments will be handled by the IRS to keep our clients in compliance with the Tax Code.

Legal opinion

Opinion issued by in-house tax attorney: Ira B. Sacks, CPA, Tax Attorney, Director personally certifies the legal opinion that the calculations were completed in accordance with the Tax Code and may be relied upon by the County in determining any liability payments to the United States Treasury.

Legal opinion: A majority of arbitrage rebate firms rely upon outside legal counsel services or subsidiary law firms with offices hundreds of miles away from the arbitrage rebate calculation office. To provide a creditable opinion, Tax Counsel is not only required to understand the financing of the bond transaction but is also required to understand how the funds were allocated and accounted in the arbitrage calculation. Arbitrage rebate calculations involve documents and data that



often reach into the thousands of pages. Such data creates interdependencies between bonds as in cases of common reserve and debt services funds. This can lead to additional documentation that may be overlooked if the legal opinion and rebate calculation are originating from separate locations. To ensure accuracy in our reports, ACS' legal opinion and arbitrage rebate calculations are performed in the same centralized office.

ACS provides a legal and CPA opinion with every arbitrage report; assuring that the work performed is consistent with the current federal tax and other applicable laws.

Office locations

~ Providing Arbitrage Services Since 1986 ~

Office locations: ACS has office locations throughout the nation in such states as: California, Colorado, Florida, New Jersey, Pennsylvania, Tennessee, Texas, and Washington. We understand that arbitrage rebate compliance is not part of the daily routine for the County's employees, and therefore, the County's contract will be supported by our Houston, Texas office. ACS is committed to providing initial and ongoing training of the County's staff to aid in the understanding of the Tax Code.

Day-to-day support:

Mr. Doug Pahnke, Director, Vice President
 2500 City West Boulevard #300
 Houston, Texas 77042-3014
 P: (713) 899-1380
 E: doug@rebatebyacs.com

a. Description of Personnel

Below is a list of the proposed project team for the County. All team members will report to Ira Sacks in a textbook heirarchical reporting structure. Follow-up communication will be provided via phone, fax and email. ACS believes in providing on-site periodic consultation visits with each of our clients and we feel communication is the key to enhancing our client relationships. By visiting with each client we are better suited to assess each client's current rebate compliance needs, and provide a budget structure to accomplish this compliance. We also present the most current information about the arbitrage compliance market, such as current IRS practices and reinterpretations of the Tax Code. Below is a list of the proposed project team for the County.

Ira Sacks, CPA, Tax Attorney, Director <i>24 Years of Arbitrage Experience</i>	Ira will perform the initial legal review of the debt issuance and be available to the team as a legal expert throughout the calculation process.
Carol Huller, Director <i>19 Years of Arbitrage Experience</i>	Carol will perform the arbitrage calculations utilizing her arbitrage rebate minimization experience to ensure the lowest possible rebate liability permitted by the Tax Code.
Doug Pahnke, Director <i>11 Years of Arbitrage Experience</i>	Doug will be the County's day-to-day contact for the term of the contract. He will be monitoring the County's debt issues on our master database system and will keep the County abreast of the calculation progress.
Janet P. Sacks, Director <i>24 Years of Arbitrage Experience</i>	Janet will perform the final review of the completed calculations ensuring compliance with the Tax Code.
Stacia Perrizo, Senior Manager <i>9 Years of Arbitrage Experience</i>	Stacia will be responsible for report language and invoice review throughout the contract period.



b. Most Recent and Similar Projects for the Team Assigned to the County

ACS' experience and expertise: The typical arbitrage rebate engagement for most types of debt issues has some common elements and scope of services. ACS expertly handles all types of debt issues and complexities, such as: fixed rate bonds, variable rate bonds, short-term instruments, notes, forward purchase agreements, transferred proceeds allocation calculations, student loan bond issues, commercial paper, tax anticipation notes, tax revenue anticipation notes, bond anticipation notes, single family and multi-family housing bonds, cash funded reserves, uncommingling and accounting methodology as it relates to arbitrage compliance, investment valuation as it relates to arbitrage compliance, feasibility analysis of rebate exceptions, spending exception calculations for 6-month, 18-month and 2-year, and yield restriction calculations.

ACS proudly provides services for 1,500 clients across the United States. Additionally, ACS works with 535 clients in the State of Texas alone. ACS' vast experience working with Texas issuers is unmatched in the arbitrage industry. In fact, our first client dating back to 1986 was the YMCA of Greater Houston. By providing arbitrage rebate services in Texas for over 24 years, ACS has developed working relationships with Texas-based financial advisors, bond counsel firms and investment firms. Listed below are a few narrative descriptions of work performed by our firm:

Experience with Fixed Rate Bonds: City of Mission, Texas

Arbitrage compliance environment: The City of Mission issues various types of short and long term tax-exempt debt. A large portion of their debt pool consists of fixed rate general obligation bonds issued for the purpose of infrastructure improvements as well as refundings of prior debt issues. Fixed rate debt issues are comprised of different principal maturities bearing interest at fixed rates.

ACS' assistance: ACS calculates the bond yields for each of the fixed rate debt issues to result in the most correct arbitrage liability. Over the course of our engagement with the City of Mission, ACS has performed annual and filing year calculations, spending exception calculations and yield restriction/yield reduction calculations resulting from our bond yield calculations. We have also reviewed investment and accounting information and methods, performed allocation of common debt service funds, and provided various related consulting services.

Experience with Cash Reserves: City of Pearland, Texas

Arbitrage compliance environment: The City of Pearland's Common Reserve Fund is administered by a cash funded parity reserve fund which secures all issues. This common reserve is invested and accounted for collectively without regard to the source of the funds therein (a "commingled reserve").

ACS' assistance: ACS has provided all arbitrage compliance calculations for the City of Pearland for over 10 years. ACS determines the allowable allocation methodologies under the Tax Code to allocate the reserve ratably among each parity issue. ACS has performed an analysis of the allowable methods and models performance scenarios under these methods to determine which method produces the most favorable rebate results over the long run. This analysis requires reallocation of the reserve to each issue and calculation of arbitrage rebate for each issue. ACS has worked on 60-debt issues for the City of Pearland with a par value totaling \$950 Million.

Experience with Water Drainage and Improvement District Bonds

Arbitrage compliance environment: Water drainage and improvement bonds issued by districts managed by a board of directors with the assistance of consultants.

ACS' assistance: ACS currently works with over 350 Municipal Utility Districts in the state of Texas. ACS manages 1,465 bonds with a par value that exceeds \$6.3 Billion. ACS manages these districts to ensure that each of these 1,465

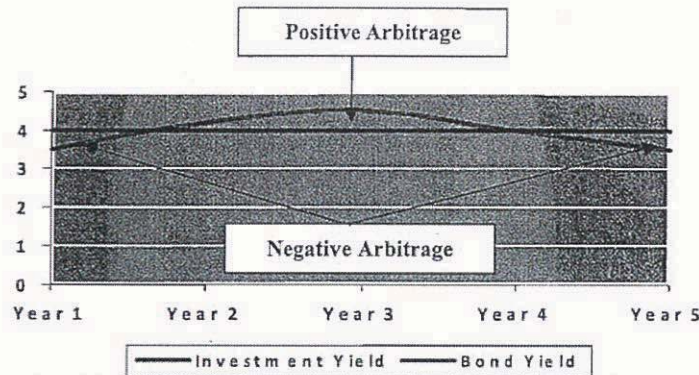


bonds are compliant with the arbitrage rebate and yield restriction requirements. The law firms that ACS has been engaged by on behalf of the districts are listed below:

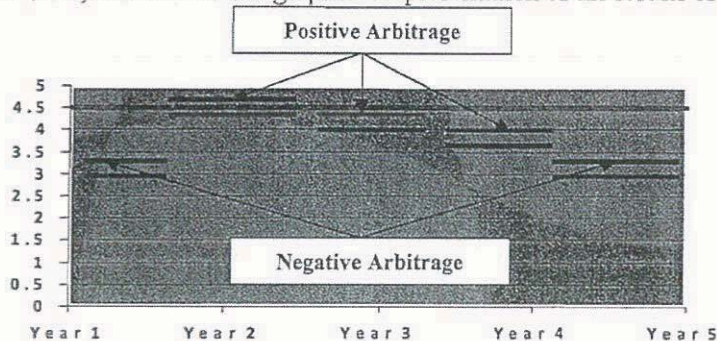
- | | |
|--|---|
| Fulbright & Jaworski LLP | Schwartz, Page, and Harding |
| Smith, Murdaugh, Little & Bonham, L.L.P. | Coats, Rose, Yale, Ryman & Lee, P.C. |
| David M. Marks, P.C. | Winstead P.C. |
| Jeanne H. McDonald, PC | Terrie Sechrist P.C. |
| Bacon & Wallace, L.L.P. | Strawn & Richardson, PC |
| Paul A. Philbin & Assoc., P.C. | Young & Brooks |
| Michael A. Cole, P.C. | Johnson Radcliffe Petrov & Bobbitt PLLC |

Experience with Variable Rate Bonds

Variable rate bond computational system: Through our extensive knowledge of the Tax Code, ACS has developed a complex bond year slicing model used solely by our firm. ACS' bond year slicing model matches the bond yield and the investment yield in short incremental time spans that result in significantly lowering or eliminating an arbitrage rebate liability. An arbitrage rebate position for a variable rate bond using a standard computation process is graphically shown below:



In the graph above, the **black line** depicts the bond yield/interest cost of the bond. A variable rate debt issue's interest cost is in constant flux throughout the debt issue's life cycle. Only after combining all interest costs over a specified period of time does a cumulative single rate emerge. In the graph above, the bond yield was calculated to be an average 4% over this five year period. The **red line** depicts the rate of return on the investments. The difference between the red line and the black line is the computed arbitrage, or in this case, payment due to the IRS. In this real life example, the calculation resulted in a \$650,000 liability. The bond yield and the interest rate earned on investments do not move in perfect harmony, yet there is a significant amount of correlation between the two rates. ACS' proprietary bond year slicing model breaks down the five year period into smaller blocks of time to significantly reduce or eliminate the difference between the bond yield and the investment yield. The result of using ACS' Bond Year Slicing Model lowered the liability from \$650,000 to \$128,400. Below is a graphical representation of the results of the bond year slicing model.





Client references

One reference of particular interest is the City of Mission. ACS was selected as the City's arbitrage calculation provider in 2009 and transitioned the contract seamlessly from the City's location, therefore saving the City time and money.

City of Mission, Texas

Ms. Janie Flores, Finance Director
1201 East 8th Street
Mission, Texas 78572
P: (956) 580-8683
E: jflores@mission.lib.tx.us

Description of work:

- Bond management – 37 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

Contract details:

- Contract period November 2009 – current

City of San Antonio, Texas (Water System)

Mr. Sergio Molina, Manager Finance
P.O. Box 2449
San Antonio, Texas 72298-2449
P: (210) 233-3814
E: semolina@saws.org

Description of work:

- Bond management – 28 debt issues
- Recordkeeping management
- On-site data and record retrieval
- On-site training
- Arbitrage rebate reports

Contract details:

- Contract period September 2009 – current

City of Sugar Land, Texas

Mr. William Pena, CPA, Project Accountant
2700 Town Center Boulevard
Sugar Land, Texas 77479
P: (281) 275-2779
E: smp@sugarlandtx.com

Description of work:

- Bond management – 166 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

Contract details:

- Contract period 1998 – current

City of Pearland, Texas

Ms. Claire Manthei, Director of Finance
3519 Liberty Drive, 2nd Floor
Pearland, Texas 77581-5416
P: (281) 652-1671
E: cbogard@ci.pearland.tx.us

Description of work:

- Bond management – 82 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

Contract details:

- Contract period 1998 – current

City of Conroe, Texas

Mr. Steve Williams, Director of Finance
300 West Davis, Suite 230
Conroe, Texas 77305
P: (936) 522-3050
E: swilliams@cityofconroe.org

Description of Work:

- Bond management – 37 debt issues
- 5-year arbitrage rebate calculations
- Yield restriction reports
- Filing reports to the IRS
- Spending exception calculations

Contract details:

- Contract period July 2005 – current

The Woodlands Joint Powers Agency, Texas

Ms. Sandy Treon, Accounting Manager
P.O. Box 7580
The Woodlands, Texas 77387
P: (281) 367-1271 x230
E: sandy@wjpa.org

Description of Work:

- Bond management – 60 debt issues
- Forensic accounting
- Recordkeeping management
- On-site data and record retrieval
- On-site training
- Arbitrage rebate reports

Contract details:

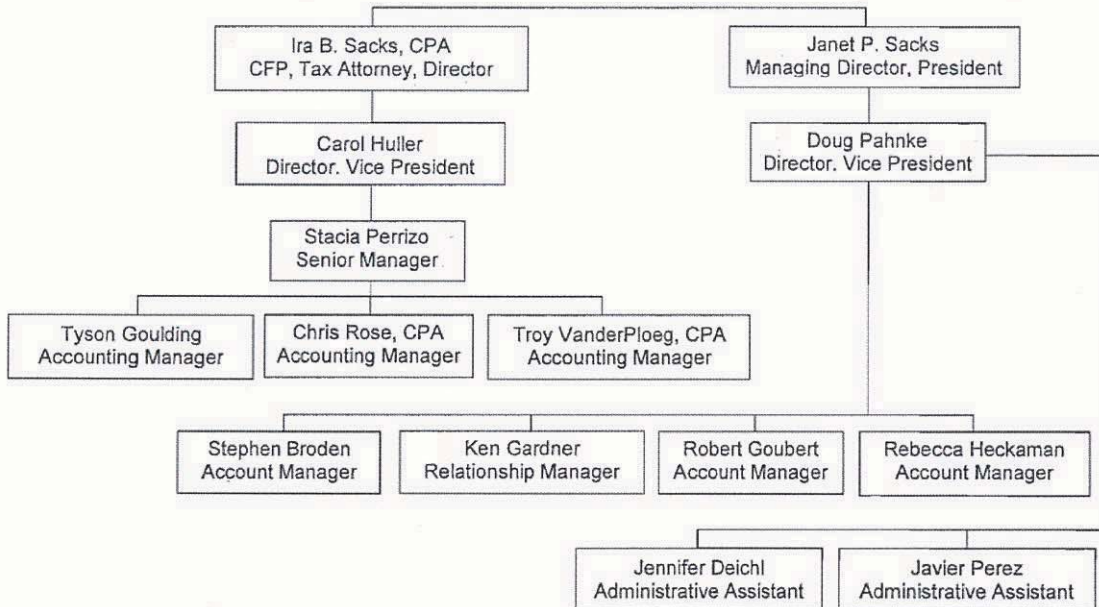
- Contract period August 2005 – current



3. PERSONNEL AND STAFFING

a. Organizational Chart

Key employees assigned to the County are highlighted in yellow.



b. Summary of Work Performed by Each Staff Member

ACS has selected 4 key team members from our 14 person staff to provide arbitrage consulting and compliance services to the County as listed below:

Day-to-day contact

ACS staff member: Mr. Doug Pahnke, Director, Vice President
 Experience: 11 years

Mr. Pahnke was selected as the day-to-day contact for the County. He is available to attend the County's management meetings and provide on-site training seminars. These seminars will include one-on-one meetings with the County's accounting staff to discuss project progress and selecting the most beneficial accounting method in the early stages of the bond issuance with a goal of lowering the County's arbitrage rebate liabilities.

Pre-calculation analysis and calculation completion

ACS staff member: Mr. Ira Sacks, CPA, Tax Attorney, Director
 Experience: 24 years

Pre-calculation analysis: Mr. Sacks will identify the relevant regulations and elections for each debt issue that will be used to compute the lowest arbitrage rebate liability as allowed by the Tax Code.

Calculation completion: Mr. Sacks will reconcile investment detail to each debt issue's source/use statement to ensure all gross proceeds have been accounted. We always include all funds that are subject to rebate in our



calculations including: cost of issuance funds, project funds, escrow funds, transferred proceeds, capitalized interest funds, reserve funds and debt service funds. The calculation will detail the rebatable arbitrage earned.

Report language and invoice review

ACS staff member: Ms. Stacia Perrizo, Senior Manager
 Experience: 9 years

Ms. Perrizo will review the report language to ensure compliance with the Tax Code and will review the final invoicing to ensure compliance with the County’s contract.

Technical review

ACS staff member: Ms. Janet P. Sacks, Managing Director, President
 Experience: 24 years

Each ACS report is subjected to a rigorous review process to ensure the accuracy of our work. ACS’ report and related documentation is examined for a final technical review to ensure the most favorable treatment of the Tax Code has been applied.

c. Contingency Plan for Alternative Staffing

ACS believes in promoting within our firm and all higher-level employees have served in the capacity of all of the positions below their current position. If an employee is on vacation, sick, or has an emergency, ACS reassigns their duties to the employee’s supervisor. In the case of a Director reassignment, the backup would be to another Director. Listed below is ACS’ alternative staffing plan for the County:

Employee Assigned	Tasks	Alternative Replacement
Doug Pahnke	Day-to-day support	Robert Goubert
Stacia Perrizo	Report and invoice proofing	Doug Pahnke
Ira B. Sacks	Legal interpretation	Janet P. Sacks
Ira B. Sacks	Arbitrage accountant	Carol Huller

d. Staff Resumes

Collectively, our firm’s directors have educational backgrounds that include Masters’ Degrees in Accounting, Business, Law, and Taxation as well as having the distinction of holding Certified Public Accountant Licenses. We have built our practice around a solid, unmatched foundation of accounting expertise, tax law interpretation, and arbitrage rebate minimization strategy. Resumes of the proposed project team are listed below:



24 Years
 Arbitrage Experience

IRA B. SACKS, CPA, CFP, TAX ATTORNEY, DIRECTOR

Holds Masters Degrees in Jurisprudence, Taxation, and Business, Bachelor of Science Degrees in Accounting, Finance and Computer Science | Credited with the development and implementation of an industry-first, arbitrage rebate calculation software system | Renowned analytical acumen in selecting and applying a specific set of the Tax Code to minimize a client’s rebate liability | Regularly provides arbitrage rebate interpretation, consultation and advice to IRS and SEC officials and NABL | Current member of NABL and subcommittee member of the General Tax Matters Committee



11 Years
Arbitrage Experience

DOUG PAHNKE , DIRECTOR, VICE PRESIDENT

Holds Bachelor of Science Degrees in Marketing and Finance, Masters Degree in Computer Science | Nationally recognized expert of the Tax Code | Coordinates the firm's IRS Audit Defense Team of accountants, legal counsel and arbitrage rebate employees to ensure favorable outcome for clients | Highly regarded instructor on topic of arbitrage compliance to government organizations, auditing firms and accounting firms throughout the nation | Adept at applying years of government accounting acumen to resolve problems and recreate incomplete, aged accounting records | CPA Candidate



19 Years
Arbitrage Experience

CAROL HULLER, DIRECTOR, VICE PRESIDENT

Holds Bachelor of Science Degree | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, bond year slicing optimization, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Highly regarded as an expert among experts, regularly providing arbitrage rebate interpretation, consultation and advice to clients and to professionals within the arbitrage rebate industry | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties



20 Years Experience
in Public Finance
and Government

KEN GARDNER, RELATIONSHIP MANAGER

Holds Bachelor of Science Degree from Seton Hall University in Business Administration/ Economics | Certificate in Government from Rutgers University | Certificate in Supervisory Management from the National Certified Public Managers Program | Brings over 10 years of experience in public finance, bond compliance and issuance representing clients from the State, County, Authority, Municipal, School District, and Hospital levels as well as over 10 years experience in government as an elected official and government employee | Served as Council President and Fire Commissioner in Woodbridge, New Jersey | Served as a manager of School Facilities Finance for the New Jersey Department of Education



24 Years
Arbitrage Experience

JANET P. SACKS, MANAGING DIRECTOR, PRESIDENT

Holds Masters Degrees in both Accounting and Finance | Industry Pioneer and original member of the Beryl Anthony Commission of Public Finance, the Congressional Committee responsible for the overhaul of 1986 Tax Code | Highly regarded in the field of arbitrage compliance and speaker for national agencies including the Internal Revenue Service, the Securities Exchange Commission, NABL, numerous government organizations as well as state and local Government Finance Officer's Associations | Reviews all calculations to ensure they are in compliance with the Tax Code



9 Years
Arbitrage Experience

STACIA PERRIZO, SENIOR MANAGER

Holds Bachelor of Arts Degree | Brings an excellent foundation from her years of financial audit experience as Internal Financial Auditor for the Marriott Corporation | Member of the IRS Audit Defense team since 2002 | Primary focus is on the production and review of arbitrage rebate analysis, training new accountants, and analyzing financial trends to reduce or eliminate potential arbitrage rebate | Expertise in complex analytical work, including arbitrage rebate minimization strategies, common reserve allocations, and yield period optimizations



9 Years
Arbitrage Experience

ROBERT GOUBERT, ACCOUNT MANAGER

Brings a solid foundation in budgeting, forecasting, and profit/loss analyses as Profit Manager with the Marriott Corporation | Skilled at applying years of experience and government accounting knowledge to resolve problems and recreate incomplete, forensic accounting records | Highly regarded instructor on a national level covering arbitrage minimization, accounting requirements, investment tracking systems, and IRS audit-proofing procedures for GFOA, school business officials, and auditing firms | Responsible for training new account managers and overseeing team's report production as well as managing client relations



2 Years
Arbitrage Experience

TROY VANDERPLOEG, CPA, ACCOUNTING MANAGER

Holds Bachelor of Science Degree in Finance and Master of Science Degree in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Troy enters the initial information into our arbitrage software for a senior level staff member to complete the calculations



2 Years
Arbitrage Experience

STEPHEN BRODEN, ACCOUNT MANAGER

Holds Bachelor of Science Degree in Financial Management | Brings six years of experience in finance, accounting, and investments as a Bank Manager for Wachovia Bank | Works very closely with client's staff concerning investment practices, debt structures and accounting requirements to ensure compliance with the Tax Code, with a focus on minimizing costly rebate liabilities | Excels in developing and maintaining business relationships with clients | Excels in developing a full understanding of the client's debt programs



4 Years
Arbitrage Experience

TYSON GOULDING, ACCOUNTING MANAGER

Holds Bachelor of Science Degree in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Tyson enters the initial information into our arbitrage software for a senior level staff member to complete the calculations | CPA Candidate



2 Years
Arbitrage Experience

CHRIS ROSE, CPA, ACCOUNTING MANAGER

Holds both Bachelor of Science and Master of Science Degrees in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Chris enters the initial information into our arbitrage software for a senior level staff member to complete the calculations

4. REQUIRED CERTIFICATIONS AND SUBMITTAL

Ira B. Sacks	Attorney License	11490
Ira B. Sacks	Certified Public Accountant License	6950
Ira B. Sacks	Preparer Tax Identification Number*	P0124703
Troy Vanderploeg	Certified Public Accountant License	28963
Christopher Rose	Certified Public Accountant License	29050

***New registration requirements for arbitrage rebate providers:** Prior to December 31, 2010, the arbitrage rebate industry did not have governmental oversight. Regardless of an individual's education or qualifications, the individual was allowed to perform arbitrage calculations. Because of this lack of qualification in the arbitrage industry, the United States Treasury required firms to be registered with the IRS as of January 1, 2011. A registered arbitrage provider is required to have either a CPA's license, attorney's license, or must satisfy minimal testing requirements in order to legally calculate and submit arbitrage rebate and/or yield restriction payments to the IRS. Ira B. Sacks received his qualification through his CPA and Tax Attorney Licenses. *In reviewing the responses from other vendors, the County should take note of the qualifications of the individual(s) that have received their tax professional Preparer Tax Identification Number ("PTIN") and determine how many years of actual arbitrage rebate experience the individuals have.*

Many arbitrage rebate firms were in a rush to employ an individual by December 31, 2010 that would qualify for a PTIN. Such firms may have hired an attorney or a CPA with little to no experience in calculating arbitrage rebate in order to satisfy the new registration requirement.

Professional liability insurance is included in Tab 1 of this response.



5. SCOPE OF SERVICES

ACS performs pre-calculation work on all rebate computations, assuring that the relevant regulatory and technical expertise necessary to identify the lowest, legally permissible arbitrage rebate liability is applied.

No cost contract transition team: As part of the arbitrage rebate service contract, ACS' contract transition team will copy the necessary bond documents and completed arbitrage reports at the County's location. ACS provides this no cost service because we understand that switching from one vendor to another can create additional work for the County's staff. The County's involvement will be limited to directing ACS personnel to the location of the bond transcript books. Transitioning an arbitrage contract for 13 bonds can take upwards of 16 labor hours and by allowing our firm to transition the contract, the County will forgo the labor cost and inconvenience of copying the documents required to transition to our firm. ACS' transition team will require approximately 100 square feet of working space and the use of a copier for approximately one day to complete this transition. Our team is very conscientious and will not disrupt County personnel during the course of copying the necessary documents. Our calculations will incorporate the findings compiled by the County's previous provider in order to create a comprehensive arbitrage rebate report. Transition costs and other hardships typically placed on the County will be eliminated.

Arbitrage compliance programs

On-site training: We understand that arbitrage compliance is not part of the daily routine of the County's employees; therefore, the County's contract will be supported by our Houston, Texas office. The on-site services that ACS will provide to the County are:

- No cost contract transition team will be provided
- Comprehensive discussions of the findings of each arbitrage calculation
- Training of the County's staff on strategies to help lower arbitrage liabilities
- Training of the County's staff on the accounting rules allowable under the Tax Code
- Attend board meetings

Yield restriction requirements: ACS monitors each debt issue to ensure that it satisfies both the construction fund yield restriction requirements as well as the refunding escrow yield restriction requirements.

Full or partial payment advice: The arbitrage rebate regulations require that at least 90% of the liability is paid when due. However, if less than 100% of the liability is paid, the remaining unpaid liability may continue to increase due to the future value factor used to compute arbitrage rebate. ACS will evaluate if making a payment less than 100% of the liability due is in the best interest of the County. ACS will review certain factors such as: unspent fund balances, current earnings rates, and the future value factor.

Computational requirements

Legal analysis of bond documents: Our in-house tax attorney will analyze each bond structure to determine which bonds are subject to rebate, yield restriction, and applicable exceptions. ACS will issue a legal opinion to the County stating our findings. We will then determine IRS filing deadlines, extensions, and election requirements and enter this information into our database tracking system to ensure timely reporting.

Bond yield: ACS will compute the bond yield on each debt issuance to ensure accuracy. The Tax Code only allows one method to calculate the bond yield on fixed rate bonds; however, the Tax Code allows numerous methods to calculate the yield on variable rate bonds. As discussed on Page 6 of this response, ACS has developed a variable rate bond yield slicing model utilized to significantly reduce or eliminate arbitrage rebate payments for variable rate bonds. Our bond year slicing model has saved our clients millions in potential arbitrage rebate and yield restriction payments.



Gross proceeds: The ACS accountant will reconcile the investment detail to each debt issue's source/use statement to ensure all gross proceeds have been accounted. We always include all funds that are subject to rebate in our calculations including: cost of issuance funds, project funds, escrow funds, transferred proceeds, capitalized interest funds, reserve funds and debt service funds.

Investment records: As a national provider of arbitrage rebate services, ACS currently works with investment firms throughout the Country. ACS will contact the respective investment firm directly and have the investment statements sent to our firm for storage. Our statement storage program alleviates the need for our clients to track down old statements, copy them and mail them to our firm. Upon receipt of the monthly statements, ACS will review the data for completeness. If ACS discovers any inconsistencies, we will contact the County to discuss the entries while the transactions are still current and easily reconciled in the County's records. As correcting entries become aged, reversing those entries becomes more difficult and therefore requires more of the County's personnel time than is necessary.

Yield on the investments: Investment yield is calculated for each investment to assist in evaluating if each investment was attributing to a positive arbitrage rebate liability or negative arbitrage rebate liability. Rate of return information will identify which investments are underperforming and may be exchanged for higher yielding investments to maximize the overall rate of return on the investment portfolio. Rate of return is also calculated for all investments in aggregate.

Unmatched understanding of the Tax Code: ACS' experience in the arbitrage rebate industry, combined with our ability to offer on-the-spot legal advice, makes our firm stand out from our competitors. ACS has developed an unmatched, comprehensive knowledge of tax regulations, existing tax regulation interpretation, and the skills for determining how new financial instruments will be handled by the IRS to keep our clients in compliance with the Tax Code. The Tax Code is riddled with legal uncertainties and ambiguities. These ambiguities are not made easier since arbitrage rebate regulations have undergone four major changes, as indicated in bold type in *Figure 1* below, and numerous minor regulatory changes since 1986.

- Figure 1:**
- 1986 Arbitrage Rebate Requirements, Section 148, issued 8/31/86**
 - 1989 Temporary Regulations, issued 5/15/89**
 - Amended on 4/25/91
 - 1989 Spending Exception Regulations
 - 1992 Final and Proposed Regulations, issued 5/18/92**
 - Amended on 9/30/92
 - Amended on 10/5/92
 - 1993 Final Regulations, issued 7/1/93**
 - 1998 Amendment to Small Issuer Exception, issued 1/1/98
 - 2002 Amendment to Small Issuer Exception, issued 1/1/02
 - 2007 Amendment to Safe Harbor Rules, issued 1/1/07
 - 2009 Amendment to Computational Credits, issued 1/1/09

Arbitrage rebate calculations are dependent upon the year of issuance and the set of regulations that were effective at the time of issuance. Therefore, a thorough knowledge of each and every regulatory change since that time is mandatory to accurately compute the lowest permissible liability as allowed by law. Ira Sacks' daily involvement in the arbitrage calculation process ensures that the arbitrage exemptions and elections are correctly applied to compute the lowest permissible arbitrage rebate liability.

Perform computations every five years and upon maturity: Data is entered into our rebate calculation software and the rebate, yield restriction/yield reduction or spending exception/penalty calculations are performed. Throughout the data entry phase, the ACS accountant confers with our tax attorney concerning any unusual circumstances surrounding the data. Compliance with the Tax Code is essential to the calculations and services ACS performs for our clients. Each calculation will be performed on our proprietary arbitrage rebate software.



Methodology in completing calculations: As an integral and important part of ACS' arbitrage rebate services, we utilize our vast and extensive experience by first identifying various allowable alternative methods, which may lower the rebate liability on each bond issue and then research, evaluate and apply the most advantageous option. As an example, there are numerous accounting and allocation rules such as: pro-rata, first-in, first-out, last-in, first-out, or specific tracing of funds, all contained within the Tax Code. These methods provide a degree of flexibility in allowable treatments of investment/expenditure of bond proceeds that serve as our input into the rebate calculation process. ACS will use its years of experience and large knowledgebase to apply these rules and select the best method or combination of methods to minimize the County's aggregate rebate liability.

Each report and related supporting documentation will be subject to examination by ACS' tax attorney for final technical review to ensure the most favorable treatment of the Tax Code. ACS' reports include an executive summary, investment information as well as recommendations as outlined below:

Executive summary:

- CPA certified and legal professional opinion that the calculations were completed in accordance with the Tax Code and may be relied upon by the County in determining the liability payments to the United States Treasury.
- Investment yield – the overall cumulative yield for all investments.
- Arbitrage rebate liability
 - 100% arbitrage rebate liability
 - 90% arbitrage rebate liability – the Tax Code only requires that at least 90% of the liability be paid upon reaching a filing date.
 - Bond yield – to ensure accuracy in our reports, ACS will recalculate the bond yield using the source documents received since the entire arbitrage rebate calculation is based on the bond yield.

Investment information:

- Investment yield is calculated for each investment to assist in evaluating if each investment was attributing to a positive arbitrage rebate liability or negative arbitrage rebate liability.
- Rate of return information will identify which investments are underperforming and may be exchanged for higher yielding investments to maximize the overall rate of return on the investment portfolio.
- Rate of return is also calculated for all investments in aggregate.

Recommendations:

- Future filing due dates
- Accounting method modifications – ACS will provide recommendations on alternative accounting methods that may be employed to reduce the arbitrage rebate liability.
- Liability reserves – amount of funds to be reserved for upcoming arbitrage filings
 - ACS will analyze the current fund balances, investment yields, yield trends, and future value factors and provide recommendations on whether to submit 100% of the arbitrage liability or 90% of the liability.
- Spending exception elections
- Yield restriction limits

IRS reporting requirements

Complete Form 8038-T and reports: ACS will prepare and distribute a signature ready IRS Form 8038-T for payment of arbitrage rebate or yield restriction to include detailed filing instructions. The forms and returns will be attached to the supporting calculations and will include transferred proceeds allocations.

Provide a written report: Each report will include supporting documentation and will include a legal professional opinion that the calculation methodology used is consistent with current tax laws and regulations and may be relied upon by the County in determining the liability payments to the United States Treasury.



Determine correction/penalty amount: If a correction amount is due, ACS will determine that amount due to include any penalty amount. In the history of our firm, ACS has not missed a deadline that resulted in a correction or penalty amount due.

Recovery requests/IRS refunds: ACS has completed hundreds of refund requests for clients. Requesting a refund from the IRS requires an extensive amount of documentation to be gathered and formatted to expedite processing the refund. Since the IRS completes a mini-audit on both the past completed arbitrage rebate reports as well as the bond structuring, the information submitted to the IRS needs to be evaluated by ACS carefully before presenting the information to the IRS. For example, bond structuring investments have recently been scrutinized by both the IRS and the SEC concerning swap agreements and cancellations, forward purchase agreements, escrow funds supported by open market securities, and guaranteed investment agreements. These investment and hedge transactions were often not sold for market rates and created arbitrage positions that placed the municipalities' debt at risk of losing their tax-exempt statuses. Before submitting a refund to the IRS, ACS will identify the risk level of submitting bond information to the IRS and discuss our findings with the County. ACS' goal is to not only calculate the lowest arbitrage rebate but to also keep the County out of harm's way in regard to the IRS and SEC inquires.

Record retention: ACS will retain all records received by the County for the life of the bond plus three years.

IRS audits: ACS has been assisting our clients with audits for over 24 years. We not only deliver initial preventative "audit-proofing" in our work product for clients, but also provide all necessary IRS follow-up procedures as outlined below:

Step One: Determine if the audit was random or targeted

- On-staff tax attorney reviews audit details
- If the audit was targeted, ACS would research the NABL database to determine if other audits were issued under similar circumstances.
- Evaluate the finding from similar audits

Step Two: Determine the risk to the County

- ACS will evaluate:
 - Investments, swaps, repurchase agreements, guaranteed investment contracts, or other financial instruments that have been known to evoke IRS attention.
 - The structure of the debt issue.
 - The accuracy of past arbitrage providers' calculations (if applicable).

Step Three: ACS will formulate the answers to the IRS audit and act as legal representative to shield the County from direct exposure to the IRS inquiry to ensure that all responses are properly formulated to reduce the County's exposure to penalties.

Step Four: If ACS determines the bond under audit may have exposure, ACS' legal and accounting team will confer with the County's Bond Counsel, Financial Advisors and other related parties to strategize on how to lower the amount of the exposure to the minimum level. If allowable, ACS will re-compute the arbitrage rebate or yield restriction liability and perform other calculations deemed necessary to assist the County in reducing or eliminating any financial penalties that the IRS may impose.

Who better to defend the County in an IRS audit than a firm that has both 24 years of accounting and legal acumen in the arbitrage rebate industry?



Bond tracking system: Key information from each debt issue is entered into our database system to track IRS filing deadlines and election requirements to ensure timely reporting. Information included in this system will be provided as an Arbitrage Rebate Summary as detailed below:

ARBITRAGE REBATE SUMMARY

City of XYZ
Friday, July 16, 2010

Arbitrage Compliance Specialists, Inc.
Phone: (800) 672-9993
Fax: (800) 756-6505
www.rebatebyacs.com



City #	PAR	Bond Issue	Date Issued	Final Maturity	Subject to Rebate	Subject to Project Yield Restriction	Trunc. Paid 10 p.p.	Matur. Portion	COMPLETED			FUTURE		
									Report Description	Type	End Date	Liability	Type	End Date
1.00	\$5,507,328.65	Unlimited Tax Refunding Bonds, Series 1989	11/21/89	03/01/00	Yes	No			Arbitrage Rebate Calculation	Final	03/01/00	(\$102,005.83)		
2.00	\$1,675,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 1993	05/19/93		No	No								
3.00	\$1,485,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 1994	10/20/94		No	No								
4.00	\$2,760,000.00	Unlimited Tax Refunding Bonds, Series 1996	09/11/96	03/01/08	Yes	No			Arbitrage Rebate Calculation	Final	03/01/08	(\$58,145.83)		
5.00	\$3,060,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2000	08/20/03		No	No								
6.00	\$5,515,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2001	08/22/01	03/01/26	Yes	No			Arbitrage Rebate Calculation	05th Year	08/22/06	(\$134,861.13)	10th Year	08/21/11
6.10	\$3,180,000.00	Bond Anticipation Note, Series 2001	12/11/01	09/19/02	Yes	No			Arbitrage Rebate Calculation	Final	09/19/02	(\$4,944.88)		
7.00	\$6,340,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2002	08/19/02	03/01/27	Yes	Yes	09/1/00	\$100,000.00	Arbitrage Rebate Calculation	05th Year	09/19/07	(\$173,762.86)	10th Year	09/17/12
7.10	\$10,110,000.00	Bond Anticipation Note, Series 2002	09/23/02	09/10/03	No	No			Project Yield Restriction Calculation	05th Year	09/19/07	(\$14,445.53)		
8.00	\$2,655,000.00	Unlimited Tax Refunding Bonds, Series 2002	11/20/02	03/01/17	Yes	No			Arbitrage Rebate Calculation	05th Year	11/20/07	(\$50,614.31)	10th Year	11/20/12
9.00	\$19,440,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2003	09/10/03	03/01/28	Yes	No			Arbitrage Rebate Calculation	05th Year	09/10/08	(\$389,714.21)	10th Year	08/18/13
9.10	\$9,895,000.00	Bond Anticipation Note, Series 2003	10/09/03	10/01/04	No	Yes	10/2/00	\$100,000.00						
10.00	\$21,250,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2004	11/04/04	03/01/28	Yes	Yes	11/0/00	\$100,000.00	Arbitrage Rebate Calculation	05th Year	11/04/09	(\$139,446.48)	10th Year	11/04/13
10.50	\$12,855,000.00	Bond Anticipation Note, Series 2004	12/01/04	11/20/05	No	Yes	12/0/00	\$100,000.00						
10.75	\$10,368,716.63	Refunding Bond Anticipation Note, Series 2004	10/01/04	11/30/04	No	No								
11.00	\$33,780,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2005	08/04/05	03/01/30	Yes	Yes	08/0/00	\$100,000.00	Arbitrage Rebate Calculation	05th Year	08/04/10		10th Year	08/02/10
12.00	\$16,850,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2006	06/22/06	03/01/30	Yes	Yes	08/2/00	\$100,000.00	Arbitrage Rebate Calculation	05th Year	06/22/11		10th Year	06/22/11



Additional services provided to the County

Providing an efficient, cost-effective means of calculating rebate: In addition to providing arbitrage calculation fees of approximately 30-40% lower than the industry average, ACS will provide services to cover the entire life cycle of each debt issue starting with the preliminary planning stage of a debt issue and ending with investment records storage for three years after the bonds have matured. The additional services ACS will provide are listed below:

- **No cost transition team:** ACS will provide a transition team to copy the bond documents and prior calculations at the County's location. The County's involvement will be limited to directing ACS personnel to the location of the bond transcript books. This process will be performed at *no cost to the County*.
- **Automatic distribution of bond documents through the closing process:** As debt is issued in the future, ACS will work directly with the County's bond counsel to receive documents directly, eliminating the need for the County's personnel to copy the documents.
- **Monthly data transmissions:** Upon receipt from the investment firm, ACS will review the data for completeness. If ACS discovers any inconsistencies, we will contact the County to discuss the entries while the transactions are still current and easily reconciled in the County's records. As correcting entries become aged, reversing those entries becomes more difficult to implement and therefore requires more of the County's personnel time than is necessary.
- **On-site training classes:** ACS is committed to providing initial and ongoing training of the County's staff to aid in the understanding of arbitrage rebate. Our support and training includes comprehensive discussions of each arbitrage calculation, training on strategies to help lower arbitrage rebate, and training concerning the rules of arbitrage rebate accounting.
- **Pre-issuance advice:** ACS has performed over 30,000 arbitrage rebate and yield restriction calculations for tax-exempt debt issues over the past 24 years. Over this time, we have seen complications that can arise based on elections made by municipalities during the pre-issuance stage of the debt. Such complications have the potential to create high arbitrage rebate liabilities. We find that in many cases, the arbitrage rebate payments may have been reduced or eliminated if these issuers had consulted with ACS during the pre-issuance stage of the debt issue. ACS' practice is committed to providing pre-issuance election advice to our clients to assist in lowering or eliminating arbitrage rebate payments made to the IRS.
- **Create an arbitrage rebate policy manual:** In 2008, the IRS announced that a review of tax-exempt debt issuers' arbitrage compliance policies would be added to their audit processes. In response, ACS' tax attorney and team of accountants developed a comprehensive policy manual that includes a summarized explanation of the arbitrage rebate requirements as well as a model of best practices to ensure compliance with the Tax Code. The policy manual is provided to all of our clients and is tailored to meet the specific accounting structure and process flow of each client.



CERTIFICATE OF LIABILITY INSURANCE

ARBIT-1 OP ID: AP

DATE (MM/DD/YYYY)
07/19/13

PRODUCER Western Group Inc - Montrose 540 East Main PO Box 788 Montrose, CO 81402 Alex Perez	970-249-6661
INSURED Arbitrage Compliance Specialist, Inc. 5975 S Quebec St // Suite 205 Greenwood Village, CO 80111	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Auto Insurance	25135
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR / ADD'L LTR / INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BOP281747000	07/18/13	07/18/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BOP281747000	07/18/13	07/18/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Those usual to the insured's operations

CERTIFICATE HOLDER

HILDAGO

County of Hildago
 Purchasing Department
 2812 South Highway Bus 281
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 Alex Perez

PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#
41190

INSURED
Arbitrage Compliance Specialists Inc
5975 S. Quebec St. #205
Greenwood Village, CO 80111

INSURER A: **Pinnacol Assurance**
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP(Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	3358559	08/01/2013	08/01/2014	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L EACH ACCIDENT \$1,000,000 E.L DISEASE - EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

1471554
County of Hildago
Purchasing Department
2812 South Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Hurd
Underwriter

ACORD CORPORATION 1988

CERTIFICATE HOLDER COPY

County of Hidalgo
Purchasing Department
2812 South Highway Bus 281
Edinburg, TX 78539

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2013

PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

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.

AUG 05 2013

INSURED
Arbitrage Compliance Specialists Inc
5975 S. Quebec St. #205
Greenwood Village, CO 80111

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Pinnacol Assurance	41190
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	3358559	08/01/2013	08/01/2014	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS: E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

1471469
County of Hildago
Purchasing Department
2812 South Highway
Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Hurd
Underwriter

ACORD CORPORATION 1988



Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 21, 2011

Re: **HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**
Request For Qualifications:
"Arbitrage Calculation Services-Hidalgo County and Hidalgo County Drainage District No. 1"

RFQ No: 2011-070-03-16-VYG

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vyg

Enclosures



Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
“ARBITRAGE CALCULATION SERVICES”
RFQ No: 2011-070-03-16-VYG

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 9 pages.
3. Requirements, Exhibit A and Additional Specifications, consisting of 10 pages.
4. Evaluation Criteria, Exhibit B, consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 4 pages.
6. Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 1 page.
7. Participant's Affidavit, Exhibit E, consisting of 1 page.
8. Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

February 21, 2011
Date

RFQ No: 2011-070-03-16

Contract's Manager: Vangie Y. Garcia

Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County and Hidalgo County Drainage District No. 1
Edinburg, Texas

ARBITRAGE CALCULATION SERVICES
MARCH 16, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFQ NO: 2011-070-03-16-VYG

1. **Sealed Statements of Qualifications** will be received for "**ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO.1**", in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Submitters may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of all RFQs are required, with the submitters 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, "**REQUEST FOR QUALIFICATIONS NO: 2011-070-03-16-VYG-ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**" and in County's Purchasing Department, 2802 S. Hwy. Business 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, March 16, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQ: 2011-070-03-16-VYG-ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 .**

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

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, March 9, 2011 *at 5:00 p.m.* Responses will be sent to all applicants via facsimile by Friday, March 11, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible submitter, or to reject all RFQs and re-advertise.
4. For work to be performed at a County-owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFQ.
5. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

6. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Submitters shall acknowledge receipt of all addenda as a part of their RFQ.
7. County reserves the right to accept or reject any or all RFQs.
8. Costs are to be net F.O.B. destination, County Prepaid.
9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
10. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
12. DELIVERY INSTRUCTIONS: (IF APPLICABLE)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
 - . If you need additional information call the office listed below:
 Hidalgo County Purchasing Department
 Martha L. Salazar, CPPB, Purchasing Agent
 (956) 318-2626
13. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful submitter
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

d) Notation - **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1"**

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 Auditor's Office (**For Hidalgo County**)

Ray Eufrazio, County Auditor

2808 S. Business Hwy. 281

Edinburg, TX 78539

956-318-2511

Hidalgo County Drainage District No.1

Godfrey Garza

1902 North Doolittle Road

Edinburg, Texas 78542

14. Schedule of Events

RFQ Acceptance, 9:30 A.M.

March 16, 2011

Award of Contract

_____, 2011

Commence Work or Deliver Products

_____, 2011

15. ~~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 participants are 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 proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County 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 County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

16. 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 County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- . 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 County, 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.

17. **Disclosure of Conflict of Interest:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) 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 County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County 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 Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.

18. If, during the life of any contract or proposal awarded, the successful proposer'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 County.
19. 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.
20. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County 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.
21. Successful proposer will pay or cause to be paid, without cost or expenses to County, 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 proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
22. Any contract award to a successful proposer 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 County with thirty (30) day's written notice prior to cancellation.
23. County 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 County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
24. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County 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 proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer'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 proposer.

25. Successful proposer 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 QUALIFICATIONS shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
26. 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.
27. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
28. Proposers 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.
29. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications for
Hidalgo County and Hidalgo County Drainage District No. 1
“ARBITRAGE CALCULATION SERVICES”
RFQ NO: 2011-070-03-16-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County 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.

Submitter acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter 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 accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Submitter: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY and
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

REQUEST FOR QUALIFICATIONS

"ARBITRAGE CALCULATION SERVICES"
RFQ NO:2011-070-03-16-VYG

Hidalgo County is inviting statements of qualifications from qualified arbitrage firms to provide arbitrage calculation services. The County of Hidalgo is seeking to enter into an arbitrage calculation services contract(s) with a **qualified state-(Texas) arbitrage consulting firm(s)**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **“HIDALGO COUNTY-ARBITRAGE CALCULATION SERVICES REQUEST FOR QUALIFICATIONS”** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. March 16, 2011**. **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director’s may, at their option, utilize the **“ARBITRAGE CALCULATION SERVICES”** selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director’s of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:

RFQ NO: 2011-070-03-16-VYG

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

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

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of:** 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, March 9, 2011, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, March 11, 2011, at 5:00 P.M.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective February 17, 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") 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 County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County 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 bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying 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.

NON-COLLUSION:

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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.

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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 will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County 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.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department 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 Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

SIGNING OF QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in [blue ink](#).**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of one (1) year with the County's option to renew for three (3)-one (1) year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)

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

SECTION II RFQ REQUIREMENTS

Request For Qualifications and Proposal:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Contents:

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

Understanding of the Project:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm(s) Qualifications:

The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

- Qualified firm must have a minimum of (5) years experience with arbitrage rebate compliance services;
- Qualified firm must have an office located in Texas;
- A description of the firm's personnel and their most recent similar projects.
- A minimum of at least five (5) such projects with federal, state or local governments in the past three (3) years.

- A minimum of three (3) client references for whom the same type work was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:

The participant should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal:

This section will contain any licenses and certifications as required by Hidalgo County, the State of Texas, etc. The firm(s) should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit “C”-Insurance Requirements contained herein

SCOPE OF SERVICES:

The firm selected will be required to perform all services, duties customarily and usually performed with respect to the type of work listed above for services the County of Hidalgo. **(Please refer to Additional Specifications and Requirements).**

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL:

The fee will be negotiated based on the scope of work and services.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A. Hidalgo County Commissioner’s Court and/or an Evaluation Committee (selected and/or designated by (Commissioner’s Court) will review, score and evaluate the written Statements of Qualifications (SOQ’s) received in response to this Hidalgo County request for qualifications.
- B. After the SOQ’s have been reviewed, scored and evaluated, a grid will be presented to Commissioner’s Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) day's written notice prior to cancellation.

Hidalgo County and Hidalgo County Drainage District No. 1
Arbitrage Calculation Services
RFQ NO: 2011-070-03-16-VYG

Additional Specifications and Requirements

SCOPE OF SERVICES:

The firm selected will be required to perform arbitrage calculations for Hidalgo County and Hidalgo County Drainage District's current certificates of obligation issues and any new issues that may be added during the term of the contract.

Hidalgo County's outstanding issues currently include:

1.	Certificates of Obligation, Series 2001	\$25,675,000.00
2.	Certificates of Obligation, Series 2002	\$20,910,000.00
3.	Certificates of Obligation, Series 2004	\$32,250,000.00
4.	Refunding Bonds, Series 2005	\$51,640,000.00
5.	Certificates of Obligation, Series 2006	\$38,770,000.00
6.	Refunding Bonds, Series 2006	\$ 2,180,000.00
7.	Refunding Bonds, Series 2007	\$26,415,000.00
8.	Certificates of Obligation, Series 2009	\$24,280,000.00
9.	Certificates of Obligation, Series 2009A	\$ 6,995,000.00
10.	Certificates of Obligation, Series 2009B&C	\$12,225,000.00
11.	Certificates of Obligation, Series 2010A&B	\$27,850,000.00

Hidalgo County Drainage District No. 1 outstanding issues currently include:

1.	Unlimited Tax Improvement Bonds, Series 2007	\$28,000,000.00
2.	Unlimited Tax Improvement Bonds, Series 2008	\$72,000,000.00

1. Arbitrage Compliance Program

Firm will establish a program to ensure Hidalgo County and Hidalgo County Drainage District No. 1 is in compliance with all arbitrage rebate requirements contained in Section 148 of the Internal Revenue Code of 1986 (as revised) and related Treasury Regulations. As part of this compliance program the Firm will serve as a resource to all parties involved, explaining the requirements of the Code and Regulations and providing practical solutions to problems as they occur. The Firm will provide constant interaction with the County and the Drainage District provide the following additional services:

- Assist the County and the Drainage District in understanding the computational and reporting requirements of the Code and Regulations as they currently exist and facilitate their understanding of changes as they occur.
- Be knowledgeable of the rules regarding expiration of temporary periods and be prepared to assist County and the Drainage District in monitoring yield-restricted funds, which may be invested.
- Assist the County and the Drainage District, on a rebate installment date, in evaluating whether a full or partial payment of the rebate liability should be paid.

2. Computational Requirements

Firm will compute the arbitrage rebate that is most advantageous to Hidalgo County and Hidalgo County Drainage District No. 1 using computational methods that comply with arbitrage regulations.

- Review all applicable bond documents including tax or arbitrage certificate, official statement and other related documents.
- Compute the arbitrage yield on the bonds in accordance with the regulations and revise such computations in the event that events occur subsequent to delivery of the bonds, which would require recomputation.
- Identify, and separately account for, all “Gross Proceeds” (as last term is defined in the Treasury Regulations) of the bond issue, including those requiring allocation analyses due to “transferred proceeds” and/or “commingled funds” circumstances.
- Obtain the necessary information related to investments, including expenditure detail; or investment detail; and/or interest earnings.
- Compute the yield on the earnings of the gross proceeds of the issue.
- Firm must be familiar with all of the various regulations to determine which regulations to apply in order to compute the lowest lawful arbitrage liability amount.
- Perform computations of rebatable arbitrage at least once every five years and as of the date all bonds of the issue are retired.
- Provide an executive summary and opinion identifying the methodology employed, major assumptions, conclusions, and any recommendations for changes in record keeping and investment policy. The opinion provided must state that all work performed is consistent with Federal Tax Law and other applicable law.

3. Internal Revenue Service Reporting Requirements

Firm will serve as the interface between the County, Drainage District and the Internal Revenue Service. Firm must be knowledgeable of the reporting and documentation requirements associated with compliance of the arbitrage rules and perform the following duties:

- Complete Internal Revenue Service Form 8038-T and any other necessary reports so that only a signature is required prior to filing on either an installment computation date or final installment date.
- Provide a written report supporting the computations to the County and the Drainage District.
- Determine the correction amount and the penalties associated with any installment failure as required.

- Assist in applying for permitted refunds for certain overpayments in the event the County [and the Drainage District](#) overpays the amount of rebatable arbitrage for an issue.
- Maintain complete records supporting the computations of rebatable arbitrage for a period of not less than six years after the final maturity of all bonds of an issue.
- Assist the County [and the Drainage District](#), as necessary, in responding to any inquiries or audits by the Internal Revenue Service related to the computations performed by the rebate calculation agent.
- Maintain a tickler system, which monitors critical deadlines, calculation due dates, rebate exception dates, and expiration of temporary periods.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ARBITRAGE CALCULATION SERVICES

RFQ No. 2011-070-03-16-VYG

EVALUATION CRITERIA

HIDALGO COUNTY “ARBITRAGE CALCULATION SERVICES” RFQ NO: 2011-070-03-16-VYG

RFQ Evaluation Criteria

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Firm's Qualification/Experience of Firm (0-40)

The firm's should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

2. Firm's Understanding Project and Approach to Scope of Service (0-35)

The firm shall designate availability of specialized legal expertise related to arbitration calculation services to or within the firm in order to completely and efficiently perform the arbitration services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. Firm's References and Similar Engagements (0-25)

The firm should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

SOQ EVALUATION FORM
"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY"
RFQ NO:2011-070-03-16-VYG

SOQ- EVALUATION FORM

Point Range

Score

1. Firm's Qualifications/Experience of Firm

0-40

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

Comments/Rationale for Points: _____

2. Firm's Understanding of Project and Approach to Scope of Service

0-35

The firm shall designate availability of specialized legal expertise related to arbitration calculation services to or within the firm in order to completely and efficiently perform the arbitration services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Comments/Rationale for Points: _____

3. Firm's References and Similar Engagements

0-25

The firm should provide as much background information as to its experience in providing similar services to County, City or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

Comments/Rationale for Points: _____

TOTAL SCORE:

FIRM: _____

Name of Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. 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 Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. 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 will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall 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.

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
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 AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURENCE \$
	<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 Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		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 Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, I may be eligible to enter into a contract with Hidalgo County 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, 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 _____, 2011.

Notary Public

My commission expires: _____, 20____



HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ()
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ Non-Profit ___ LLC ___ Sole Proprietor ___ Other, Specify _____	
State Identification No. _____ (Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No. _____	
State of Incorporation: _____ Date: _____ Other: _____	
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ Broker ___ Distributor ___ Service Organization ___ Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business:	Disadvantaged Business (At Least 51% Ownership)
<ul style="list-style-type: none">• <input type="checkbox"/> Less than 125,000 annual gross receipt• <input type="checkbox"/> Less than 250,000 annual gross receipt• <input type="checkbox"/> Less than 499,000 annual gross receipt• <input type="checkbox"/> More than 500,000 annual gross receipt	<ul style="list-style-type: none">• <input type="checkbox"/> Black American• <input type="checkbox"/> Hispanic American• <input type="checkbox"/> Asian Pacific American• <input type="checkbox"/> Native American• <input type="checkbox"/> Women• <input type="checkbox"/> Other
Have you been certified as a HUB or an MBE/WBE source?:	• <input type="checkbox"/> Yes • <input type="checkbox"/> No
Indicate Certification No.(s): _____ or are Certificate(s) attached?:	• <input type="checkbox"/> Yes • <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?: _____	
Would you like to be provided with specifications for procurements of such products?: • <input type="checkbox"/> Yes • <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County’s procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a “Certified HUB Contractor/Vendor” the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement 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, RFP, 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): • Texas Building & Procurement 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): • Texas Building & Procurement 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): • Texas Building & Procurement Commission • Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

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	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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 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. person (including a U.S. resident alien).

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 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 recipient 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 4 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 Social Security Administration office or get this form online at www.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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, 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. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.



P.O.# 624767

Hidalgo County Drainage District #1
902 N. Doolittle Rd.
Edinburg, TX 78542
Office #: (956) 292-7080
Fax#: (956) 292-7089

PARTS ORDER FORM

DATE: 5/8/2014 REQUESTED BY: Claudette Guerrero

UNIT#: _____ VENDOR'S NAME: Arbitrage Compliance Specialists, Inc.

ADDRESS: 5975 South Quebec Street #205, Centennial Co., 80111

PHONE: _____ PERSON CONTACTED: Doug Pahnke, Vice President

	<u>QTY</u>	<u>PARTS#</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	<u>1</u>		<u>Arbitrage Rebate Calculation -1 Yr Renewal</u>	<u>\$</u>	<u>3,450.00</u>
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

Approval By: [Signature] TOTAL \$ 3,450.00

Date: 5/9/2014

If over \$1,000.00 please attach 3 quotes.

PARTS ORDERED BY: _____ DATE: _____

PARTS RECEIVED BY: _____ DATE: _____

COMMENTS: Account # 14-110-415-003-43500-Contractual Services

Renewal of final year with Arbitrage Compliance Specialists-E-13-195A-06-04

Hidalgo County Contract # C-11-070A-06-21

WARRANTY, IF APPLICABLE: _____

Zimbra

claudette.guerrero@hcdd1.org

Fwd: Renewal of final year with Arbitrage Compliance Specialists-E-13-195A-06-04

From : Lora Briones <lora.briones@hcdd1.org>

Thu, May 08, 2014 05:20 PM

Subject : Fwd: Renewal of final year with Arbitrage Compliance Specialists-E-13-195A-06-04**To :** Claudette Guerrero <claudette.guerrero@hcdd1.org>**Cc :** Ana Garcia <ana.garcia@hcdd1.org>

Remind me to do on Monday
Please

From: "Evangalina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**To:** "Lora Briones" <lora.briones@hcdd1.org>**Sent:** Thursday, May 8, 2014 1:56:55 PM**Subject:** Fwd: Renewal of final year with Arbitrage Compliance Specialists-E-13-195A-06-04

Lora:

Can you have a requisition created like we are under the County so that I can reference on the agenda caption and let me know? On the agenda for the County I reference the requisition which will identify funding.

Thanks

From: "Evangalina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**To:** "Lora Briones" <lora.briones@hcdd1.org>**Sent:** Thursday, May 8, 2014 9:26:42 AM**Subject:** Re: Renewal of final year with Arbitrage Compliance Specialists-E-13-195A-06-04

Good Morning:

Appreciate your response....thank you.

From: "Lora Briones" <lora.briones@hcdd1.org>**To:** "Evangalina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**Sent:** Thursday, May 8, 2014 8:55:23 AM**Subject:** Re: Renewal of final year with Arbitrage Compliance Specialists-E-13-195A-06-04

Hi Good Morning Vangie,

Yes, the District will need the renewal with Albitrage Compliance specialist for the Abitrage Calculation

Service. Our account number that it will get paid from is 14-110-433-003-43390, - professional services. Please proceed with the renewal and let me know if you need additional information.

Thank you

Lora Briones
Financial Officer
Hidalgo County Drainage District #1

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Lora Briones" <lora.briones@hcdd1.org>
Sent: Wednesday, May 7, 2014 5:34:38 PM
Subject: Fwd: Renewal of final year with Arbitrage Compliance Specialists-E-13-195A-06-04

Sorry, totally forgot; I will need for you to have a requisition initiated for an open purchase order for this final renewal. Please provide me with the assigned requisition which should include the funding account number.

Thank you

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Lora Briones" <lora.briones@hcdd1.org>
Cc: "sylvia sanchez" <sylvia.sanchez@hcdd1.org>
Sent: Wednesday, May 7, 2014 5:18:21 PM
Subject: Renewal of final year with Arbitrage Compliance Specialists-E-13-195A-06-04

Hello Lora:

I'm getting ready to renew the final year of the contract with Arbitrage Compliance Specialists for the Arbitrage Calculation Services for Hidalgo County. I worked on this under the Drainage District also therefore I need to let you know. Need your approval of the renewal in order to proceed ahead for the Drainage District.

Please see if you can send me the approval as soon as possible and let me know if you have any questions.

Thank you

AI-44566

4.

DRAINAGE - CONSENT

Meeting Date: 05/20/2014

Submitted By: Claudette Guerrero, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Payments:

Approval to issue payment on the following invoices after review and auditing procedures are completed:

Invoice No. 5312 in the amount of \$1,197.99 for Guzman & Munoz Engineering and Surveying, Inc. related to Work Authorization No. 1-Basic Engineering Services for the Edinburg Stub to South Main Drain near Canton Road and Cesar Chavez Road from Agreement for Professional Engineering Services for the expansion of an existing weir structure located within the West Main Drain and the addition of a 10' x 10' concrete box outfall from the Edinburg Stub Drain into the South Main Drain, BOD 7-9-13.

Invoice No. 5313 in the amount of \$2,086.53 for Guzman & Munoz Engineering and Surveying, Inc. related to Work Authorization No. 5-Basic Engineering Services for the West Main Drain Control Weir Structure near McColl Road between Chapin Road and Schunior Road from Agreement for Professional Engineering Services for the expansion of an existing weir structure located within the West Main Drain and the addition of a 10' x 10' concrete box outfall from the Edinburg Stub Drain into the South Main Drain, BOD 7-9-13.

Invoice No. 11324823 in the amount of \$79,925.64 for L&G Consulting Engineers, Inc. related to Work Authorization No. 4-Mission Inlet Recertification Project Phase IA-Floodway/Levee Easement Map & Documentation, Phase II-Proposed Improvements Analysis and Phase III-FEMA Mapping & CLOMR from Agreement for Professional Engineering Services for the Mission Inlet Recertification Project, BOD 4-9-13.

Invoice No. 20141882 in the amount of \$4,237.88 for Tedsi Infrastructure Group related to Work Authorization No. 12-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-Legal Rights from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects, BOD 4-9-13.

Invoice No. 20141881 in the amount of \$20,161.63 for Tedsi Infrastructure Group related to Work Authorization No. 11-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-Environmental Services from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects.

Invoice No. 20141883 in the amount of \$121,181.36 for Tedsi Infrastructure Group related to Work Authorization No. 13-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-Preliminary Engineering Report Services from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects, BOD 4-9-13.

Invoice No. 20141880 in the amount of \$60,548.46 for Tedsi Infrastructure Group related to Work Authorization No. 8-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-General Management Consultant from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects, BOD 4-9-13.

Invoice No. 20141884 in the amount of \$2,841.78 and **Invoice No. 20141856** in the amount of 2,526.74 for Tedsi Infrastructure Group related to Work Authorization No. 14-Lower Rio Grande Valley Regional Water Management Program (Formerly Delta Watershed Project)-Preliminary Project Development for Field Surveying, Water Quality and Architectural Services from Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects, BOD 4-9-13.

BACKGROUND

Attachments

[Guzman Inv#5312](#)

[Guzman Inv#5313](#)

[L&G Inv#11324823](#)

[Tedsi Inv#20141882](#)

[Tedsi Inv#20141881](#)

[Tedsi Inv#20141883](#)

[Tedsi Inv#20141880](#)

[Tedsi Inv#20141884](#)

[Tedsi Inv#20141856](#)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/16/2014 02:47 PM
Final Approval	Monica Badillo	05/16/2014 05:22 PM
Form Started By: Claudette Guerrero		Started On: 05/16/2014 09:21 AM
	Final Approval Date: 05/16/2014	



2020 E. EXPRESSWAY 83, MERCEDES, TEXAS 78570
 PHONE NO. 565-4637 FAX NO. 565-4636

LETTER OF TRANSMITTAL

Dated: April 22, 2014	Project No. P-790-01
RE:	
<i>Hidalgo County Drainage District #1</i>	
<i>Edinburg Stub to South Main Drain</i>	
<i>Near Canton Rd and Cesar Chavez Rd</i>	
Via: <i>Hand Delivered</i>	
Tracking # <i>1117</i>	

TO: *Hidalgo County Drainage District #1*
Attn: Claudette Guerrero
902 North Doolittle Road
Edinburg, TX 78542

WE ARE SENDING:	Submittals	Application	Sketch	Letter
	Attached	Prints	Drawings	Final Plat
	<input checked="" type="checkbox"/> Invoice	Plans	Disc	Annexation Ordinance
				Memo
				Specs

COPIES	DATE	NO.	DESCRIPTION
1	4/22/2014	P790-01	<i>Invoice #5312 for Edinburg Stub to South Main Drain Drain Near Canton Road and Cesar Chavez Road</i>

THESE ARE TRANSMITTED AS CHECKED BELOW:

<input type="checkbox"/> For approval	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Resubmit	<input type="checkbox"/> Copies for approval
<input checked="" type="checkbox"/> For your use/info	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Submit	<input type="checkbox"/> Copies for distribution
<input type="checkbox"/> As requested	<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> Return	<input type="checkbox"/> Correction prints
<input type="checkbox"/> For review and comment	Other _____		
<input type="checkbox"/> For bids due _____			

REMARKS: _____

Received t : _____

SIGNED: _____
 Administrative Assistant

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 22 2014

2:57 AM/PM

BY: *Rosa Lice*

If enclosures are not as noted, kindly notify us at once.

GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.
 2020 E. EXPRESSWAY 83
 MERCEDES, TEXAS 78570
 (956)565-4637 PHONE * (956)-565-4636 FAX

DATE: 4/7/2014
 INVOICE NO.: 5312

TO: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 Attn: Godfrey Garza, Jr.
 902 North Doolittle Road
 Edinburg, Texas 78542

PROJECT: EDINBURG STUB TO SOUTH MAIN DRAIN (NEAR CANTON RD AND CESAR CHAVEZ RD)
 Purchase Order #: 623074
 GMES PROJECT NO.: P790-01

GMES TASK	DESCRIPTION OF WORK TASK	TOTAL COST PER TASK	PERCENT COMPLETE	AMOUNT EARNED TO DATE	PREVIOUSLY PAID	AMOUNT DUE THIS INVOICE
	BASIC SERVICES					
	PRELIMINARY ENGINEERING INCLUDING STUDY AND REPORT	\$ 2,245.24	100%	\$ 2,245.24	\$ 2,245.24	\$ -
1	Data Collection					
2	Planning Meeting with the Client					
3	Preparation of the Draft Preliminary Engineering Report (2 Alternatives)					
4	Preparation of Preliminary Probably Construction Cost Estimate					
5	Address Preliminary Engineering Report Comments from Client and Selection of Alternative					
6	Finalize the Preliminary Engineering Report and Submit it to the Client					
7	Preparation of Meeting Minutes and Logs					
	DESIGN PHASE	\$ 3,243.82	100%	\$ 3,243.82	\$ 3,243.82	\$ -
1	Prepare Preliminary Layout for Client Review					
2	Address Client Comments of Preliminary Layout					
3	Preparation of 30% Structural Plans and Specifications					
4	Preparation of 60% Structural Plans and Specifications					
5	Preparation of 100% Structural Plans and Specifications					
6	Preparation of Final Probably Construction Cost Estimate					
	BID PHASE	\$ 1,107.99	100%	\$ 1,107.99		\$ 1,107.99
1	Preparation of the Bid Documents					
2	Administrative Assistance during the Bid Process					

2020 E. EXPRESSWAY 83
 MERCEDES, TEXAS 78570
 (956)565-4637 PHONE * (956)-565-4636 FAX

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 22 2014

2:57 AM/PM

BY: Rodriguez

DATE: 4/7/2014
 INVOICE NO.: 5312

TO: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 Attn: Godfrey Garza, Jr.
 902 North Doolittle Road
 Edinburg, Texas 78542

PROJECT: EDINBURG STUB TO SOUTH MAIN DRAIN (NEAR CANTON RD AND CESAR CHAVEZ RD)

Purchase Order #: 623074

GMES PROJECT NO.: P790-01

GMES TASK	DESCRIPTION OF WORK TASK	TOTAL COST PER TASK	PERCENT COMPLETE	AMOUNT EARNED TO DATE	PREVIOUSLY PAID	AMOUNT DUE THIS INVOICE
	CONSTRUCTION PHASE	\$ 7,863.82	0%	\$ -		\$ -
1	Project Management and Coordination					
2	Provide Daily / Weekly Reports					
3	Review and Process Contractor Pay Requests					
4	Provide Shop Drawing Review					
5	Provide Responses to RFI's					
6	Review and Process Change Orders					
7	Preparation of Meeting Minutes and Logs					
	PROJECT CLOSEOUT	\$ 2,234.43		\$ -		\$ -
1	Perform Initial Walkthrough and Develop Punch List					
2	Perform FINAL Walkthrough and FINALIZE Punch List					
3	Preparation and submittal of As-Bulfts					
4	PROJECT CLOSEOUT (Final Meeting: Submittal of all Project Documents / Final Acceptance)					
	TOTAL COST FOR BASIC SERVICES	\$ 16,695.30		\$ 6,597.05		\$ 1,107.99
	REIMBURSABLE DIRECT COST	\$ 150.00	60.00%	\$ 90.00		\$ 90.00
	GRAND TOTAL BASIC AND SPECIAL SERVICES LABOR COST	\$ 16,845.30		\$ 6,687.05		\$ 1,197.99

WORK AUTHORIZATION NO. 1
ATTACHMENT "D"
ESTIMATED COST PROPOSAL
EDINBURG STUB TO SOUTH MAIN DRAIN (NEAR CANTON RD AND CESAR CHAVEZ RD)

GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.
CLIENT: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
PROJECT: EDINBURG STUB TO SOUTH MAIN DRAIN (NEAR CANTON RD AND CESAR CHAVEZ RD)
GMES PROJECT NO.: P780-01

DATE: 4/7/2014
INVOICE No: 5312

GMES TASK	DESCRIPTION OF WORK TASK	PRINCIPAL	SR PROJECT MANAGER	SENIOR ENGINEER	EIT	SR DESIGNER	CADD TECH	SECRETARY	RPLS	SURVEY DESIGNER	2 PERSON SURVEY CREW	GPS	CONSTRUCTION MANAGER	SENIOR INSPECTOR (PSR)	TOTAL MANHOURS	TOTAL COST PER TASK
BASIC SERVICES																
Percent of Time Based on Fee		11.8%	33.4%	27.3%	0.0%	14.5%	0.0%	12.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
PRELIMINARY ENGINEERING INCLUDING STUDY AND REPORT																
1	Data Collection			0.0		0.0									0.0	\$ -
2	Planning Meeting with the Client		0.0	0.0											0.0	\$ -
3	Preparation of the Draft Preliminary Engineering Report (2 Alternatives)	0.0	0.0	0.0	0.0	0.0	0.0	0.0							0.0	\$ -
4	Preparation of Preliminary Probable Construction Cost Estimate		0.0	0.0		0.0									0.0	\$ -
5	Address Preliminary Engineering Report Comments from Client and Selection of Alternative		0.0	0.0											0.0	\$ -
6	Finalize the Preliminary Engineering Report and Submit it to the Client		0.0	0.0		0.0									0.0	\$ -
7	Preparation of Meeting Minutes and Logs			0.0											0.0	\$ -
DESIGN PHASE																
1	Prepare Preliminary Layout for Client Review	0.0	0.0			0.0	0.0	0.0							0.0	\$ -
2	Address Client Comments of Preliminary Layout		0.0	0.0		0.0	0.0	0.0							0.0	\$ -
3	Preparation of 30% Structural Plans and Specifications		0.0	0.0	0.0	0.0	0.0	0.0							0.0	\$ -
4	Preparation of 60% Structural Plans and Specifications	0.0	0.0	0.0	0.0	0.0	0.0	0.0							0.0	\$ -
5	Preparation of 100% Structural Plans and Specifications	0.0	0.0	0.0	0.0	0.0	0.0	0.0							0.0	\$ -
6	Preparation of Final Probable Construction Cost Estimate		0.0	0.0		0.0		0.0							0.0	\$ -
BID PHASE																
1	Preparation of the Bid Documents	0.5	1.0	1.0		1.0		1.0							4.5	\$ 605.82
2	Administrative Assistance during the Bid Process		1.0	1.0		1.0		1.5							4.5	\$ 502.37
CONSTRUCTION PHASE																
1	Project Management and Coordination	0.0	0.0	0.0		0.0	0.0	0.0					0.0	0.0	0.0	\$ -
2	Provide Daily / Weekly Reports					0.0							0.0	0.0	0.0	\$ -
3	Review and Process Contractor Pay Requests		0.0	0.0		0.0							0.0	0.0	0.0	\$ -
4	Provide Shop Drawing Review			0.0		0.0							0.0	0.0	0.0	\$ -
5	Provide Responses to RFIs			0.0		0.0							0.0	0.0	0.0	\$ -
6	Review and Process Change Orders		0.0	0.0		0.0							0.0	0.0	0.0	\$ -
7	Preparation of Meeting Minutes and Logs		0.0	0.0									0.0	0.0	0.0	\$ -
PROJECT CLOSEOUT																
1	Perform Initial Walkthrough and Develop Punch List			0.0									0.0	0.0	0.0	\$ -
2	Perform FINAL Walkthrough and FINALIZE Punch List			0.0									0.0	0.0	0.0	\$ -
3	Preparation and submittal of As-Builts			0.0		0.0	0.0						0.0	0.0	0.0	\$ -
4	PROJECT CLOSEOUT (Final Meeting; Submittal of all Project Documents / Final Acceptance)	0.0	0.0			0.0	0.0	0.0					0.0		0.0	\$ -
TOTAL HOURS - BASIC SERVICES		0.5	2.0	2.0	0.0	2.0	0.0	2.5	0.0	0.0	0.0	0.0	0.0	0.0	9.0	
TOTAL COST FOR BASIC SERVICES		\$ 130.99	\$ 389.84	\$ 308.20	\$ -	\$ 160.26	\$ -	\$ 138.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,107.99
Percent of Time Based on Fee		11.8%	33.4%	27.3%	0.0%	14.5%	0.0%	12.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
GRAND TOTAL HOURS		1	2	2	0	2	0	3	0	0	0	0	0	0	9	\$ 1,107.99
HOURLY RATE		\$ 261.97	\$ 194.92	\$ 154.10	\$ 86.30	\$ 80.13	\$ 61.64	\$ 55.45	\$ 98.62	\$ 61.64	\$ 160.00	\$ 30.00	\$ 184.92	\$ 86.30		
GRAND TOTAL BASIC AND SPECIAL SERVICES LABOR COST		\$ 130.99	\$ 389.84	\$ 308.20	\$ -	\$ 160.26	\$ -	\$ 138.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,107.99	
GRAND TOTAL BASIC AND SPECIAL SERVICES LABOR COST																\$ 1,107.99
REIMBURSABLE DIRECT COST																\$ 90.00
Mileage = 200 Miles @ 0.55/ Mile =		\$ 70.00														
Overnight carrier cost = 2 @ 20/ Ea.		\$ 20.00														
Copies = At cost																
Subtotal (RDC)		\$ 90.00														
GRAND TOTAL		\$ 1,197.99														

ASSUMPTIONS
PRELIMINARY ENGINEERING INCLUDING STUDY AND REPORT - ALL FLOW DATA FOR DESIGN SHALL BE PROVIDED BY THE OWNER.



2020 E. EXPRESSWAY 83, MERCEDES, TEXAS 78570
 PHONE NO. 565-4637 FAX NO. 565-4636

LETTER OF TRANSMITTAL

Dated: April 22, 2014	Project No. P790-05
RE:	
<i>West Main Drain Control Weir Structure</i>	
Via: Hand Delivered	
Tracking # 1117	

TO: Hidalgo County Drainage District #1
Attn: Claudette Guerrero
902 North Doolittle Road
Edinburg, TX 78542

WE ARE SENDING:	Submittals	Application	Sketch	Letter
	Attached	Drawings	Final Plat	Memo
	X Invoice	Plans	Disc	Annexation Ordinance
				Specs

COPIES	DATE	NO.	DESCRIPTION
1	4/22/2014	P790-05	Invoice #5313 for West Main Drain Control Weir Structure

THESE ARE TRANSMITTED AS CHECKED BELOW:

<input type="checkbox"/> For approval	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Resubmit	<input type="checkbox"/> Copies for approval
<input checked="" type="checkbox"/> For your use/info	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Submit	<input type="checkbox"/> Copies for distribution
<input type="checkbox"/> As requested	<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> Return	<input type="checkbox"/> Correction prints
<input type="checkbox"/> For review and comment	Other _____		
<input type="checkbox"/> For bids due _____			

REMARKS: _____

Received by: **RECEIVED**
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

SIGNED: _____
 Administrative Assistant

APR 22 2014
 2:56 AM/PM
 BY: Rosalba

If enclosures are not as noted, kindly notify us at once.

GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.
 2020 E. EXPRESSWAY 83
 MERCEDES, TEXAS 78570
 (956)565-4637 PHONE * (956)-565-4636 FAX

DATE: 4/7/2014
 INVOICE NO.: 5313

TO: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 Attn: Godfrey Garza, Jr.
 902 North Doolittle Road
 Edinburg, Texas 78542

CLIENT: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 PO No.:623077
 PROJECT: WEST MAIN DRAIN CONTROL WEIR STRUCTURE
 GMES PROJECT NO.: P790-05

GMES TASK	DESCRIPTION OF WORK TASK	TOTAL COST PER TASK	PERCENT COMPLETE	AMOUNT EARNED TO DATE	PREVIOUSLY PAID	AMOUNT DUE THIS INVOICE
BASIC SERVICES						
	PRELIMINARY ENGINEERING	\$ 3,753.89	100%	\$ 3,753.89	\$ 3,753.89	\$ -
1	Data Collection					
2	Planning Meeting with the Client					
3	Preparation of the Draft Preliminary Engineering Report (2 Alternatives)					
4	Preparation of Preliminary Probably Construction Cost Estimate					
5	Address Preliminary Engineering Report Comments from Client and Selection of Alternative					
6	Finalize the Preliminary Engineering Report and Submit it to the Client					
7	Preparation of Meeting Minutes and Logs					
	DESIGN PHASE	\$ 5,791.08	100%	\$ 5,791.08	\$ 5,791.08	\$ -
1	Prepare Preliminary Layout for Client Review					
2	Address Client Comments of Preliminary Layout					
3	Preparation of 30% Structural Plans and Specifications					
4	Preparation of 60% Structural Plans and Specifications					
5	Preparation of 100% Structural Plans and Specifications					
6	Preparation of Final Probably Construction Cost Estimate					
	BID PHASE	\$ 2,086.53	100%	\$ 2,086.53	\$ -	\$ 2,086.53
1	Preparation of the Bid Documents					
2	Administrative Assistance during the Bid Process					
	CONSTRUCTION PHASE	\$ 13,302.02		\$ -	\$ -	\$ -
1	Project Management and Coordination					
2	Provide Dally / Weekly Reports					
3	Review and Process Contractor Pay Requests					
4	Provide Shop Drawing Review					
5	Provide Responses to RFI's					
6	Review and Process Change Orders					
7	Preparation of Meeting Minutes and Logs					

GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.
 2020 E. EXPRESSWAY 83
 MERCEDES, TEXAS 78570
 (956)565-4637 PHONE * (956)-565-4636 FAX

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

DATE: 4/7/2014
 INVOICE NO.: 5313

TO: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 Attn: Godfrey Garza, Jr.
 902 North Doolittle Road
 Edinburg, Texas 78542

APR 22 2014
 2:56 AM/PM
 BY: Rosa Arce

CLIENT: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 PO No.:623077
 PROJECT: WEST MAIN DRAIN CONTROL WEIR STRUCTURE
 GMES PROJECT NO.: P790-05

	PROJECT CLOSEOUT	\$	3,725.11		\$	-	\$	-	\$	-
1	Perform Initial Walkthrough and Develop Punch List									
2	Perform FINAL Walkthrough and FINALIZE Punch List									
3	Preparation and submittal of As-Builts									
4	PROJECT CLOSEOUT (Final Meeting: Submittal of all Project Documents / Final Acceptance)									
	TOTAL COST FOR BASIC SERVICES	\$	28,658.63	41%	\$	11,631.50	\$	9,544.97	\$	2,086.53
REIMBURSABLE DIRECT COSTS										
	Mileage = 200 Miles @ 0.55/ Mile =	\$	110.00	23%	\$	25.30	\$	25.30	\$	-
	Overnight carrier cost = 2 @ 20/ Ea.	\$	40.00	0%					\$	-
	Copies = At cost									
	GRAND TOTAL BASIC AND REIMBURSABLE DIRECT COSTS	\$	28,808.63	40%	\$	11,656.80	\$	9,570.27	\$	2,086.53

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 22 2014

2:54 AM / PM

BY: Rosa Arce

WORK AUTHORIZATION NO. 6
 ATTACHMENT "D"
 ESTIMATED COST PROPOSAL
 WEST MAIN DRAIN CONTROL WEIR STRUCTURE
 NEAR MCCOLL ROAD BETWEEN CHAPIN ROAD AND SCHUNIOR ROAD

GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.
 CLIENT: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 PROJECT: WEST MAIN DRAIN CONTROL WEIR STRUCTURE
 GMS PROJECT NO.: P790-02

DATE: 4/7/2014
 INVOICE No: 6313

GMS TASK	DESCRIPTION OF WORK TASK	PRINCIPAL	SR PROJECT MANAGER	SENIOR ENGINEER	EIT	SR DESIGNER	CADD TECH	SECRETARY	RPLS	SURVEY DESIGNER	2 PERSON SURVEY CREW	GPS	CONSTRUCTION MANAGER	SENIOR INSPECTOR (PSR)	TOTAL MANHOURS	TOTAL COST PER TASK
BASIC SERVICES		12.6%	26.6%	29.6%	0.0%	15.4%	0.0%	16.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
PRELIMINARY ENGINEERING																
1	Data Collection		0.0	0.0		0.0									0.0	\$ -
2	Planning Meeting with the Client		0.0	0.0				0.0							0.0	\$ -
3	Preparation of the Draft Preliminary Engineering Report (2 Alternatives)	0.0	0.0	0.0	0.0		0.0	0.0							0.0	\$ -
4	Preparation of Preliminary Probably Construction Cost Estimate		0.0	0.0			0.0								0.0	\$ -
5	Address Preliminary Engineering Report Comments from Client and Selection of Alternative		0.0	0.0											0.0	\$ -
6	Finalize the Preliminary Engineering Report and Submit it to the Client		0.0	0.0			0.0								0.0	\$ -
7	Preparation of Meeting Minutes and Logs			0.0											0.0	\$ -
DESIGN PHASE																
1	Prepare Preliminary Layout for Client Review	0.0	0.0	0.0		0.0	0.0	0.0							0.0	\$ -
2	Address Client Comments of Preliminary Layout		0.0	0.0		0.0	0.0								0.0	\$ -
3	Preparation of 30% Structural Plans and Specifications		0.0	0.0	0.0	0.0	0.0								0.0	\$ -
4	Preparation of 60% Structural Plans and Specifications		0.0	0.0	0.0	0.0	0.0	0.0							0.0	\$ -
5	Preparation of 100% Structural Plans and Specifications	0.0	0.0	0.0	0.0	0.0	0.0								0.0	\$ -
6	Preparation of Final Probably Construction Cost Estimate		0.0	0.0			0.0								0.0	\$ -
BID PHASE																
1	Preparation of the Bid Documents	1.0	1.0	2.0		2.0	2.0	2.0							8.0	\$ 1,024.31
2	Administrative Assistance during the Bid Process		2.0	2.0		2.0	2.0	4.0							10.0	\$ 1,060.22
CONSTRUCTION PHASE																
1	Project Management and Coordination	0.0	0.0	0.0		0.0	0.0	0.0					0.0	0.0	0.0	\$ -
2	Provide Daily / Weekly Reports												0.0	0.0	0.0	\$ -
3	Review and Process Contractor Pay Requests		0.0	0.0		0.0	0.0						0.0	0.0	0.0	\$ -
4	Provide Shop Drawing Review			0.0		0.0	0.0						0.0	0.0	0.0	\$ -
5	Provide Responses to RFIs			0.0		0.0	0.0						0.0	0.0	0.0	\$ -
6	Review and Process Change Orders		0.0	0.0		0.0	0.0						0.0	0.0	0.0	\$ -
7	Preparation of Meeting Minutes and Logs		0.0	0.0									0.0	0.0	0.0	\$ -
PROJECT CLOSEOUT																
1	Perform Initial Walkthrough and Develop Punch List			0.0									0.0	0.0	0.0	\$ -
2	Perform FINAL Walkthrough and FINALIZE Punch List			0.0									0.0	0.0	0.0	\$ -
3	Preparation and submittal of As-Builts			0.0		0.0	0.0						0.0	0.0	0.0	\$ -
4	PROJECT CLOSEOUT (Final Meeting; Submittal of all Project Documents / Final Acceptance)	0.0	0.0			0.0	0.0	0.0					0.0	0.0	0.0	\$ -
TOTAL HOURS - BASIC SERVICES		1.0	3.0	4.0	0.0	4.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	
TOTAL COST FOR BASIC SERVICES		\$ 261.97	\$ 664.76	\$ 616.40	\$ -	\$ 320.52	\$ -	\$ 332.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,086.53
Percent of Time Based on Fee		12.5%	26.6%	29.6%	0.0%	15.4%	0.0%	16.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
GRAND TOTAL HOURS		1	3	4	0	4	0	6	0	0	0	0	0	0	18	\$ 2,086.53
HOURLY RATE		\$ 261.97	\$ 184.92	\$ 154.10	\$ 86.30	\$ 80.13	\$ 81.64	\$ 55.48	\$ 86.62	\$ 81.64	\$ 150.00	\$ 30.00	\$ 184.92	\$ 86.30		
GRAND TOTAL BASIC AND SPECIAL SERVICES LABOR COST		\$262	\$555	\$616	\$0	\$321	\$0	\$333	\$0	\$0	\$0	\$0	\$0	\$0	\$2,086.53	
GRAND TOTAL BASIC AND SPECIAL SERVICES LABOR COST															\$ 2,086.53	

REIMBURSABLE DIRECT COST		REIMBURSABLE DIRECT COST	
Mileage = 200 Miles @ 0.55/ Mile = \$110.00	\$	-	
Overnight carrier cost = 2 @ 20/ Ea. = \$40.00	\$	-	
Copies = At cost	\$	-	
Subtotal (RDC)	\$	-	
GRAND TOTAL	\$	2,086.53	

GRAND TOTAL	\$	2,086.53
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ASSUMPTIONS
 PRELIMINARY ENGINEERING INCLUDING STUDY AND REPORT - ALL FLOW DATA FOR DESIGN SHALL BE PROVIDED BY THE OWNER.

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

302 NORTH DOUGLASS

EDINBURG, TEXAS 78542

(958) 292-7080

FAX (958) 292-7089



GODFREY GARZA, JR.
MANAGER

INVOICE PROCESSING CHECKLIST

Data Received:

5/2/14

Engineer/Firm Name:

L&G Engineering

Project Name/Number:

Prog. Report & Invoice Pck. WAA4-Mission Inlet Rec Proj. # 130304

Invoice No:

11324823

Logged in and Scanned

1035 5/10/14

By:

Rosa Orce

Forwarded to:

Norma Reynier

Engineer

Name

Date

Comment

Scope of work reviewed			

Accounting

Name

Date

Comment

Encumbrance			
Purchase Order Attached			
Audit			
Final Approval for Agenda			

Name

Date

Comment

Placed on Agenda			
------------------	--	--	--

Additional Comments:



L&G Engineering
Transportation Consulting Engineers

2100 W. Expressway 83 Mercedes, TX 78570
Phone: (956) 565-9813 Fax: (956) 565-9018
Toll Free: (888) 565-9813 Firm No. F-1105

900 S. Stewart Rd., Ste. 10 Mission, TX 78572
Phone: (956) 585-1909 Fax: (956) 585-1927
Toll Free: (866) 585-1909

Letter of Transmittal

Mr. Godfrey Garza – Executive Director
Attn: Ms. Lora Briones – Chief Financial Officer
Hidalgo County Drainage District #1
902 N. Doolittle Rd.
Edinburg, Texas 78542

DATE:
May 1, 2014

REF.: Progress Reports & Invoice Package for WA#4 – Mission Inlet Recertification Project

L&G PROJECT NO.:

TRANSMITTED:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Please comment | <input type="checkbox"/> Approved as Noted |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Reply ASAP | <input type="checkbox"/> As Noted Below |

VIA:

- | | | |
|----------------------------------|---|--|
| <input type="checkbox"/> US Mail | <input type="checkbox"/> Courier | <input checked="" type="checkbox"/> Hand Carry |
| <input type="checkbox"/> E-Mail | <input type="checkbox"/> Lonestar Overnight | <input type="checkbox"/> Pick up |

COPIES

DESCRIPTION

1 Progress Report and Invoice Package (including DVD w/ Electronic Files) for Each Project:

- Work Authorization #4 on Mission Inlet Recertification Project
 - P.O. #624010, Invoice #11324823

REMARKS:

If you have any questions or comments, please feel free to contact me, Mr. Reza Badiozzamani, P.E. at (956) 583-7117.

Thank you,

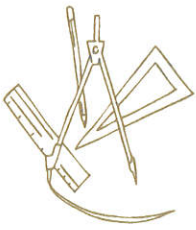
RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

MAY 02 2014

Signed: _____

1030 AM PM

BY:



May 1, 2014

Mr. Godfrey Garza – Executive Director
Attn: Ms. Lora Briones – Chief Financial Officer
Hidalgo County Drainage District #1
902 N. Doolittle
Edinburg, Texas 78542

RE: Work Authorization #4 on Mission Inlet Recertification Project – Progress Report

Job #130204

P.O. #624010

Dear Mr. Garza,

Attached for your review and approval is our invoice for the services rendered during the month of April 2014 on the subject referenced project.

The following is attached:

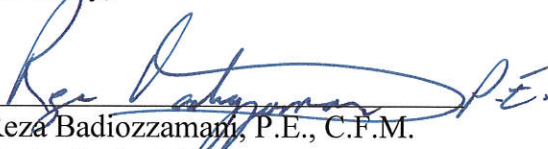
- L&G's Invoice # 11324823
 - CD w/ Inv Back-Up (Elec File Submit)
 - Task 8 & Task 9 (together)

TASK		% COMPL
FC13001 – Task 1 ~ Compilation & Review of Public Records (Appraisal District, Hidalgo County Records, HCDD #1 Easement & Quit Claim Deeds)	L&G	100%
Task Complete – See progress report dated February 4, 2014		
FC16104 – Task 2 ~ Georeferencing of Parcels & Survey Plat Information for Overall Existing Floodway/Levee Easement Map	L&G	100%
Task Complete – See progress report dated February 4, 2014		
FC11001 – Task 3 ~ Sketching of Parcels & Survey Plats for Floodway/Levee Easements Identified w/ No Survey Info (Using Easement Claim Parameters)	L&G	100%
Task Complete – See progress report dated February 4, 2014		
FC10201 – Task 4 ~ Researching & Cross Referencing Latest HC Appraisal District Info w/ Documented Floodway/Levee Easement Data	L&G	100%
Task Complete – See progress report dated February 4, 2014		
FC16101 – Task 5 ~ Calculation of Areas of Existing Levee & Floodway Easements for Potential Release of Lien	L&G	100%
Task Complete – See progress report dated February 4, 2014		
FC10205 – Task 6 ~ Segmenting, Organizing & Databasing (Electronic & Hard Copies) Existing HCDD #1 Data (Section I, II and III Project Binders)	L&G	100%
Task Complete – See progress report dated February 4, 2014		

FC10204 – Task 7 ~ Support to HCDD #1 on Project Development (i.e. Meetings w/ Land Owners, Coord. w/ County, Coord. w/ Cities, etc.)	L&G	100%
Task Complete – See progress report dated February 4, 2014		
FC16106 – Task 8 ~ Coord. & Supp. to CSE - HEC-HMS, RAS, & SWMM Model	L&G	38.9%
Update – L&G has continued coordination with CSE in the development of the proposed condition model for the Mission Inlet. Various options have been discussed with the design team and we are working to propose the most feasible option for implementation by HCDD#1.		
FC16170 – (SUB) Task 9 ~ Phase II – Proposed Condition H&H Modeling Analysis	CSE	37.9%
Update – See progress report from CSE titled “Mission Inlet Recertification Project – Phase II ~ Monthly Progress Report No.#2 – April 2014” for a detailed explanation of the work that has been completed during this billing period.		
FC10203 – Task 10 ~ Coord. w/ USIBWC/USACE for Cert. of Levee Sections	L&G	10.2%
No Update – See Progress Report Date March 31, 2014		
FC16107 – Task 11 ~ Coord. w/ FEMA for Accreditation of Levee	L&G	10.4%
No Update – See Progress Report Date March 31, 2014		
Direct Expenses	L&G	43.1%
No Update – See Progress Report Date March 31, 2014		

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 583-7117.

Sincerely,


 Reza Badiozzaman, P.E., C.F.M.
 Senior Project Manager
 L&G Engineering

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11324823
INVOICE DATE: 4/30/2014

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

BILL TO: 87
 Hidalgo County Drainage District#1
 902 N. Doolittle
 Edinburg, TX 78542

MAY 02 2014
 1032 AM/PM
 BY: *Rosa Arce*

JOB:130204
 Mission Inlet Recertification Project
 WA#4
 P.O.#624010

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2014.						
FC 13001 - Task 1 - Compilation & Review of Public Records	12,004.46	12,004.46		12,004.46	100.0	-
FC 16104 - Task 2 - Georeferencing of Parcels & Survey Plat	13,655.78	13,655.78		13,655.78	100.0	-
FC 11001 - Task 3 - Sketching of Parcels & Survey Plats for F	13,655.78	13,655.78		13,655.78	100.0	-
FC 10201 - Task 4 - Researching & Cross Referencing Latest HC	9,878.66	9,878.66		9,878.66	100.0	-
FC 16101 - Task 5 - Calculation of Areas of Existing Levee &	10,429.26	10,429.26		10,429.26	100.0	-
FC 10205 - Task 6 - Segmenting, Organizing & Databasing	8,753.46	8,753.46		8,753.46	100.0	-
FC 10204 - Task 7 - Support to HCDD#1 on Project Development	58,837.20	58,837.20		58,837.20	100.0	-
FC 16106 - Task 8 - Coordination and Support to Hydraulic Eng	39,691.72	8,078.40	7,346.84	15,425.24	38.9	24,266.48
FC 16170 - Task 9 - SUB/Phase II - Proposed Conditions H&H Mo	394,813.00	76,969.20	72,578.80	149,548.00	37.9	245,265.00
FC 10203 - Task 10 - Coordination with USIBWC/USACE for Certi	19,270.72	1,969.59		1,969.59	10.2	17,301.13
FC 16107 - Task 11 - Coordination with FEMA for Accreditation	11,267.32	1,169.25		1,169.25	10.4	10,098.07
FC 16109 - Task 12 - Development of Proposed Conditions Graph	12,830.52			0.00	0.0	12,830.52
FC 11004 - Task 13 - Development of Final Proposed Conditions	33,989.56			0.00	0.0	33,989.56
FC 16401 - Task 14 - Preliminary Engineering Report Summarizi	18,782.74			0.00	0.0	18,782.74
FC 16108 - Task 15 - Coordination and Support to Hydraulic En	21,321.50			0.00	0.0	21,321.50
FC 11040 - Task 16 - Sub/Phase III - Conditional Letter of Ma	212,227.00			0.00	0.0	212,227.00
FC 16301 - Task 17 - Development of Final Binder w/All Data,	15,768.92			0.00	0.0	15,768.92
	907,177.60	215,401.04	79,925.64	295,326.68		611,850.92
Direct Expenses	16,250.00	6,998.82		6,998.82	43.1	9,251.18
	16,250.00	6,998.82	0.00	6,998.82		9,251.18
TOTALS:	923,427.60	222,399.86	79,925.64	302,325.50	32.7	621,102.10

ORIGINAL CONTRACT SUM	\$	923,427.60
CHANGE BY CHANGE ORDER	\$	0.00
CONTRACT SUM TO DATE	\$	923,427.60
TOTAL COMPLETED TO DATE	\$	302,325.50
LESS PREVIOUS INVOICES	\$	222,399.86
CURRENT PAYMENT DUE	\$	79,925.64


 PROJECT MANAGER'S SIGNATURE

L&G Consulting Engineers, Inc
 2100 W. Expressway 83
 Mercedes, Texas 78570
 (956) 565-9813

Project Workhour Report

Mission Inlet Recert. Project WA#4

Reference: Inv#11324823

Date: 04/30/2014

P.O.#624010

	Hrs		Rate	Total
Senior Project Manager	8.00	X	212.59	\$1,700.72
Senior Engineer	18.00	X	175.07	\$3,151.26
Design Engineer	18.00	X	112.55	\$2,025.90
Senior Engineer Tech	6.00	X	78.16	\$468.96
ROW Administrator	0.00	X	106.29	\$0.00
Admin/Clerical	0.00	X	56.27	\$0.00

Grand Total of Hours

\$ 7,346.84

(Difference due to rounding hours)

\$ -

Invoice Summary

Man Hours

\$ 7,346.84

Sub Contract

\$ 72,578.80

(See Attached Sub Invoice for Man Hour Breakdown)

Direct Expenses	Current		Rate		
	Units				
30 ft. Long by 3 ft. Tall Schematic Exhibit (90sq. Ft) @\$5.00/sq. ft	0	X	1,350.00	\$	-
8.5 X 11 Copies (i.e. Section I, II, III Inventory Binders) - (4,000 units)	0	X	2,000.00	\$	-
Travel	0	X	2,500.00	\$	-

\$ -

(Difference due to rounding)

\$ -

Total Per Invoice Submitted

\$ 79,925.64



2299 Lone Star Drive, Ste 239
 Sugar Land, Texas 77479
 (713) 782-3811

INVOICE

Engineering Services
 Mission Inlet Recertification Project - Phase II

L&G Engineering
 2100 W. Expressway 83
 Mercedes, Texas 78570
 Attention: Mr. Reza Badiozzamani, P.E.

CSE Invoice Number: 201420
 CSE Project Number: LG2013013
 Invoice Period: 03/26/2014 Through 04/25/2014
 Invoice Date: April 25, 2014

Contract Amount	Contract Amount Remaining
\$607,040.00	\$457,492.00

Employee Classification	Rate	Previous		This Period		To Date	
		Hr	Total	Hr	Total	Hr	Total
Project Manager	\$178.36	110.0	\$19,619.60	50.0	\$8,918.00	160.0	\$28,537.60
Project Engineer	\$164.64	240.0	\$39,513.60	320.0	\$52,684.80	560.0	\$92,198.40
GIS Specialist	\$137.20	130.0	\$17,836.00	80.0	\$10,976.00	210.0	\$28,812.00
Subtotal			\$76,969.20		\$72,578.80		\$149,548.00

TOTAL FEE EARNED:	\$149,548.00
LESS PREVIOUSLY INVOICED:	\$76,969.20
TOTAL AMOUNT DUE THIS INVOICE:	\$72,578.80

Deren Li, Ph.D., P.E., D.WRE
 Project Manager

**Mission Inlet Recertification Project – Phase II
Monthly Progress Report No. #2 – April 2014**

Period of Coverage: April 2014
Date of Submittal: April 25, 2014
Submitted To: Reza Badiozzamani, P.E.
Prepared By: Civil Systems Engineering Inc.

Phase II for the Mission Inlet Recertification Project is to evaluate alternative components and improvement plans to Mission Inlet to reclaim portion of the lands within the effective floodplain and to provide a higher flood protection to the existing developments. This study covers the following activities:

I. ALTERNATIVE COMPONENT AND PLAN ANALYSIS

1. Coordination with HCDD1, L&G, FEMA, and IBWC
2. Proposed conditions HEC-HMS modeling analysis
3. Proposed conditions HEC-RAS modeling analysis
4. Perform 1D and 2-D SWMM dynamic modeling analysis
5. Perform constrain and opportunities analysis.
6. Formulate alternative plans for the project.
7. Perform detailed hydrologic and hydraulic modeling analysis to evaluate and optimize alternative plans and recommend a preferred proposed plan for the project.
8. Perform flood hazard mapping using the resulting water surface data and the LiDAR topographic data for the recommend plan.
9. Cost estimation.
10. Prepare a Technical Report to summarize the assumptions, methodology, and results for the project.

II. CONDITIONAL LETTER OF MAP REVISION (CLOMR)

1. Coordination with FEMA and other relevant agencies.
2. Prepare MT-2 application forms.
3. Prepare narrative on project and submittal.
4. Prepare hydrologic computations results along with digital files of computer models used.
5. Prepare hydraulic computations along with the digital files of computer models used.
6. Prepared certified topographic map with floodplain and floodway delineations.
7. Prepare annotated FEMA FIRM and/or FBFM to reflect changes due to the proposed to the Mission Inlet drainage system.
8. Address FEMA comments

PROGRESS TO REPORT FOR THIS PERIOD

I. ALTERNATIVE ANALYSIS

Activity 1 – Coordination and meetings

Coordination with HCDD1 and L&G on potential components

Activity 2 – Proposed conditions HEC-HMS modeling analysis

HEC-HMS modeling to further analyze lateral flow hydrograph timing and runoff volumes and to identify significant lateral inflows. Identify potential detention sites for mitigation.

Activity 3 – Existing conditions HEC-RAS modeling analysis

Developed downstream detention diversion scheme. Evaluated downstream detention basin with flow diversion at downstream end of the San Juan Canal crossing. Water surface elevation reduction of 1.4 ft. Diversions at both downstream of San Juan Canal crossing and Jackson Road would result a water surface reduction of 1.5 ft upstream.

Activity 4 – 1D and 2D SWMM modeling analysis

Identified lateral inflow areas and mitigation analysis.

Activity 5 – Perform constrains and opportunities analysis

Identified project constraints and improvement opportunities – potential lateral flow reduction analysis and downstream detention analysis.

Activity 6 – Alternative plan formulation

Activity 7 – Alternative evaluation and optimization

Activity 8 – Flood hazard mapping

Performed flood hazard depth mapping

Activity 9 – Cost estimation

Activity 10 – Technical report.

II. CONDITIONAL LETTER OF MAP REVISION (CLOMR)

Activity 1 -Coordination with FEMA and other relevant agencies.

Activity 2 - Prepare MT-2 application forms.

Activity 3 -Prepare narrative on project and submittal.

Activity 4 - Prepare hydrologic computations results along with digital files of computer models used.

Activity 5 - Prepare hydraulic computations along with the digital files of computer models used.

Activity 6 - Prepared certified topographic map with floodplain and floodway delineations.

Activity 7 - Prepare annotated FEMA FIRM and/or FBFM to reflect changes due to the proposed to the Mission Inlet drainage system.

Activity 8 - Address FEMA comments



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

Letter of
Transmittal

TO: Ms. Claudette Guerrero Hidalgo County Drainage District No. 1 902 N. Doolittle Road Edinburg, Texas 78539	DATE: April 28, 2014
--	--------------------------------

REF.: Delta Watershed Legal Water Rights Project March Invoice	TEDSI PROJECT NO.: 2013-1128-12
--	---

TRANSMITTED:

<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> Please comment	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> As Requested	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> As Noted Below

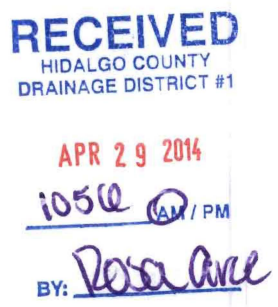
VIA:

<input type="checkbox"/> US Mail	<input type="checkbox"/> Courier	<input type="checkbox"/> Hand Carry
<input type="checkbox"/> E-Mail	<input checked="" type="checkbox"/> LoneStar Overnight	<input type="checkbox"/> FedEx

COPIES	DESCRIPTION
1	Invoice No. 20141882 for Project No. 2013-1128-12 along with Timesheets Progress Report No. 005

REMARKS:

Thank you,



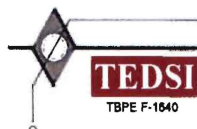
Signed: for: Clay
 Mark W. Lupher, P.E., RPLS

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 29 2014

10:50 AM / PM

BY: Rosa Arce



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 East Expressway 83 • Mission, Texas 78572
 Tel: (956) 424-7898
 Fax: (956) 424-7022

April 23, 2014

Project No: 2013-1128-12

Invoice No: 20141882

Ms. Claudette Guerrero
 Hidalgo County Drainage District No. 1
 902 North Doolittle Road
 Edinburg, TX 78542

Project 2013-1128-12 Lower Rio Grande Valley Regional Water Management Program – Legal
 Precinct No. 1 - 2012 Bond Referendum
 Account No. 13-133-433-360-43340-010-000
 P.O. No. 623665

Professional Services from March 01, 2014 to March 31, 2014

Phase	100	Legal Services Support			
Professional Personnel					
			Hours	Rate	Amount
Project Manager (VIII)					
Lupher, Mark			2.00	232.61	465.22
Totals			2.00		465.22
Total Labor					465.22
Reimbursable Expenses					
Reimbursable Delivery Charges					
3/11/2014		Lone Star Overnight - Airbill No. ZQ923760			12.66
Total Reimbursables					12.66
Billing Summary			Current	Prior	To-Date
Total Billings			477.88	16,484.56	16,962.44
Total Fee					29,063.14
Remaining Fee					12,100.70
				Total this Phase	\$477.88

Phase	200	Water Rights - BBS, PC			
Consultants					
Reimbursable Consultants Expense					
3/31/2014		Beatty Bangle Starma, PC - Invoice No. 16150			2,850.00
Total Consultants					2,850.00
Billing Summary			Current	Prior	To-Date
Consultants			2,850.00	23,100.00	25,950.00
Total Fee					90,000.00
Remaining Fee					64,050.00
				Total this Phase	\$2,850.00

Phase 300 Water Rights - BHDA, LLP

Consultants

Reimbursable Consultants Expense				
3/31/2014	Bickerstaff Heath Delgado - Invoice No. 94047		910.00	
	Acosta LLP			
	Total Consultants		910.00	910.00

Billing Summary	Current	Prior	To-Date	
Consultants	910.00	25,304.14	26,214.14	
Total Fee			65,400.00	
Remaining Fee			39,185.86	
		Total this Phase		\$910.00
		Total this Invoice		<u>\$4,237.88</u>

Outstanding Invoices

Number	Date	Balance
20141854	3/27/2014	16,614.01
Total		16,614.01

Total Now Due \$20,851.89

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: 

Mark W. Luper, P.E., RPLS
 Executive Vice President

Date:

4.24.14

PROGRESS REPORT NO. 005

Progress Period March 1, 2014 Through March 31, 2014

DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
II. GCM FOR PRELIMINARY PROJECT PLANNING AND DEVELOPMENT					
(5) Water Rights, TEDSI	\$29,063.14	58.30%	\$16,943.45	\$16,478.23	\$465.22
(6) Water Rights Sub Consultant BBS, PC	\$90,000.00	28.83%	\$25,950.00	\$23,100.00	\$2,850.00
(7) Water Rights Sub Consultant BHDA, LLP	\$65,400.00	39.07%	\$25,550.00	\$24,640.00	\$910.00
Additional Expenses	\$22,000.00	3.11%	\$683.13	\$670.47	\$12.66
SUB TOTAL II					
	\$206,463.14	33.48%	\$69,126.58	\$64,888.70	\$4,237.88

TOTAL LABOR EXPENSES	\$206,463.14	33.48%	\$69,126.58	\$64,888.70	\$4,237.88
-----------------------------	---------------------	---------------	--------------------	--------------------	-------------------

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 29 2014

10:56 AM / PM

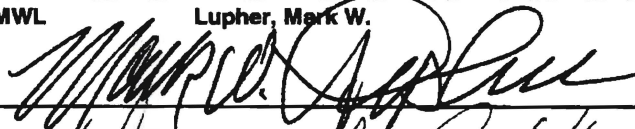

BY: Rosario

TOTAL INVOICE AMOUNT DUE: \$4,237.88

Detailed Timesheet for the Period Ending 4/5/2014

Wednesday, April 09, 2014
7:57:31 AM

TEDSI Infrastructure Group

Employee **MWL** **Lupher, Mark W.**
 Signed 
 Approved 
Castillo, Diane S.

Posted

Office	HOU		Total Hr	Sun 3/30	Mon 3/31	Tue 4/1	Wed 4/2	Thu 4/3	Fri 4/4	Sat 4/5
2013-1128-07	100	Spanish Palms Basic Services								
	0100	Reg	4.0			4.0				
2013-1128-08	100	LRGVRWMP - GMC Preliminary PP&D								
	0100	Reg	2.0		2.0					
2013-1128-11	100	LRGVRWMP - Environmental Environmental - TEDSI								
	0100	Reg	2.0		2.0					
2013-1128-12	100	LRGVRWMP - Legal Legal Services Support								
	0100	Reg	2.0		2.0					
2013-1128-13	500	LRGVRWMP - P.E.R. Hydraulic Analysis Verifications								
	0100	Reg	2.0		2.0					

ZQ923760 2013-1128-12	MARK W. LUPHER, P.E., RPLS TEDSI INFRASTRUCTURE GROUP 1201 E EXPRESSWAY 83 MISSION, TX 78572	MS. CLAUDETTE GUERRERO HCDD NO. 1 902 NORTH DOOLITTLE ROAD EDINBURG, TX 78542	2014-02-25 2014-02-26 J.SALAZAR	End of Day On Call Pickup Fuel Surcharge	\$6.68 \$5.15 \$0.83
1 2					
				Total	\$12.66



Airbill No. ZQ923760

Lone Star Overnight
1-800-800-8984
www.lso.com

SHIP TO:
MS. CLAUDETTE GUERRERO
HCDD NO. 1
902 NORTH DOOLITTLE ROAD
EDINBURG, TX 78542
9562927080

From:
MARK W. LUPHER, P.E., RPLS
TEDSI INFRASTRUCTURE GROUP
1201 E EXPRESSWAY 83
MISSION, TX 78572
9564247898

W MFE

LSO GROUND
END OF BUSINESS DAY DELIVERY

PRINT DATE: 2/25/2014
QUICKCODE: CLAUD GUERRERO
REF 1: 2013-1128-12 1D00V.0000

WEIGHT: 1.00LBS

H

#

12.66



2013-1128-12

BBS BEATTY
BANGLE
STRAMA PC

March 31, 2014

Jesse Salinas
TEDSI Infrastructure Group
1201 East Expressway 83
Mission, TX 78572

Invoice No.16150

In Reference To: *Hidalgo County Delta Watershed Project and Hidalgo County
Drainage District No. 1*

Professional Services

			<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/03/14	ELIII	Conference call with group	0.75	300.00/hr	225.00
03/18/14	ELIII	Correspondence with Mark and Sara Eatman regarding agenda item scheduled for March 19	1.00	300.00/hr	300.00
03/19/14	ELIII	Region M Meeting	3.00	300.00/hr	900.00
03/24/14	ELIII	Texas Water Development meeting in Harlingen, Texas Draft agenda for group planning meeting in Santa Fe	4.50	300.00/hr	1,350.00
03/25/14	ELIII	Correspondence with Mark Lupher regarding pending planning meeting	0.25	300.00/hr	75.00
For professional services rendered				<u>9.50</u>	<u>\$2,850.00</u>

Previous balance	\$13,875.00
Accounts receivable transactions	
3/18/2014 Payment - Thank You(No. 48805)	(\$6,425.00)

400 West 15th Street | Suite 1450 | Austin, Texas 78701

T (512) 879-5050 | F (512) 879-5040 | bbsfirm.com

Balance due

Amount

\$10,300.00

Current	30 Days	60 Days	90 Days	120+ Days
\$2,850.00	\$7,450.00	\$0.00	\$0.00	\$0.00

TEDSI INFRASTRUCTURE GROUP
Project No. 2013-1128-12 Phase No. 200

Lump Sum Approved Hold
 Hourly Selected Process

Sign. [Signature] Date 9/23/14

2013-1128-12

Bickerstaff Heath Delgado Acosta LLP

3711 S. Mo-Pac Expy. Building One, Suite 300 Austin, Texas 78746 (512) 472-8021 Fax (512) 320-5638 Tax ID No 74-2153894



Hidalgo County Drainage District No. 1
c/o TEDSI Infrastructure Group, Inc.
1201 E. Expressway 83
Mission, TX 78572

April 07, 2014
Client: 003978
Matter: 000001
Invoice #: 94047
Bill Atty: DM

Page: 1

RE: Drainage Improvements

For Professional Services Rendered Through March 31, 2014

SERVICES

Date	Person	Description of Services	Hours	
3/3/2014	EWR	Team conference call.	1.0	
3/17/2014	EWR	Delta team status conference call.	0.3	
3/31/2014	DM	Analysis and attendance at project conference call.	0.8	
3/31/2014	EWR	Attend conference call regarding status of project.	0.8	
Total Professional Services			2.9	\$910.00

BILLING RECAP

		Level	Hours	Rate	Amount
DM	David Mendez	Partner	0.8	\$350.00	\$280.00
EWR	Emily Rogers	Partner	2.1	\$300.00	\$630.00

April 07, 2014
Client: 003978
Matter: 000001
Invoice #: 94047

Page: 2

Total Services \$910.00
Total Current Charges \$910.00

PAY THIS AMOUNT

\$910.00

Please Remit Payment to:
Bickerstaff Heath Delgado Acosta LLP
3711 S. Mo-Pac Expy
Building One, Suite 300
Austin, Texas 78746-8023

TEDSI INFRASTRUCTURE GROUP
Project No. 2013-1128-12 Phase No. 30
 Lump Sum Approved Hold
 Hourly Rejected Process
Sign: *[Signature]* Date: 4/23/14

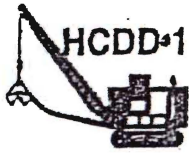
HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE

EDINBURG, TEXAS 78542

(956) 292-7080

FAX (956) 292-7089



GODFREY GARZA, JR.
MANAGER

INVOICE PROCESSING CHECKLIST

Date Received: 4/30/14

Engineer/Firm Name: TEDSI

Project Name/Number: Delta Watershed Environmental March Inv. / Proj # 2013-1128-11

Invoice No: # 20141881

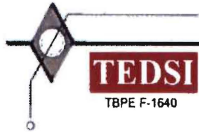
Logged in and Scanned: 3PM 4/30/14 By: Rosa Lince Forwarded to: Norma Payne

Engineer	Name	Date	Comment
Scope of work reviewed			

Accounting	Name	Date	Comment
Encumbrance			
Purchase Order Attached			
Audit			
Final Approval for Agenda			

Placed on Agenda	Name	Date	Comment

Additional Comments: _____



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 East Expressway 83 ♦ Mission, Texas 78572
 Tel: (956) 424-7898
 Fax: (956) 424-7022

April 23, 2014

Project No: 2013-1128-11

Invoice No: 20141881

Ms. Claudette Guerrero
 Hidalgo County Drainage District No. 1
 902 North Doolittle Road
 Edinburg, TX 78542

Project 2013-1128-11 Lower Rio Grande Valley Regional Water Management Program
 – Environmental

Account No. 13-133-433-360-010-000-43340
 P. O. No. 623577
 Precinct One 2012 Bond Referendum

Professional Services from February 23, 2014 to March 22, 2014

Phase 100 Environmental - TEDSI

Professional Personnel

	Hours	Rate	Amount
Assistant Administrator			
Garza, Claudia	2.00	73.13	146.26
Totals	2.00		146.26
Total Labor			146.26

Reimbursable Expenses

Reimbursable Delivery Charges			
2/25/2014 Lone Star Overnight - Airbill No. ZQ923745			12.66
Total Reimbursables			12.66

Billing Summary

	Current	Prior	To-Date
Total Billings	158.92	17,255.52	17,414.44
Total Fee			164,428.76
Remaining Fee			147,014.32
		Total this Phase	\$158.92

Phase 200 Environmental - HNTB

Consultants

Reimbursable Consultants Expense			
3/21/2014 HNTB Corporation - Invoice No. 05-60879-PL-001			20,002.71
Total Consultants			20,002.71

Billing Summary

	Current	Prior	To-Date
Total Billings	20,002.71	53,116.94	73,119.65
Total Fee			918,748.00
Remaining Fee			845,628.35
		Total this Phase	\$20,002.71

Total this Invoice \$20,161.63

Outstanding Invoices

Number	Date	Balance
20141807	2/20/2014	7,683.67
20141853	3/26/2014	8,091.26
Total		15,774.93

Total Now Due \$35,936.56

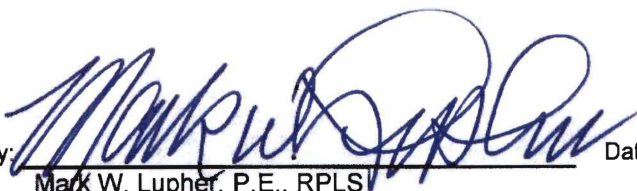
PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 30 2014

2:36 AM (PM)

BY: Rosalice

Authorized By:  Date: 4.24.14
Mark W. Luper, P.E., RPLS
Executive Vice President

PROGRESS REPORT NO. 005

Progress Period February 23 , 2014 Through March 22, 2014

DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
II. GCM FOR PRELIMINARY PROJECT PLANNING AND DEVELOPMENT					
(1) Environmental Document Preparation & Public Involvement Scope	\$164,428.76	10.59%	\$17,408.11	\$17,249.19	\$158.92
(2) Environmental Sub Consultant - HNTB	\$800,720.00	10.37%	\$83,017.42	\$63,014.71	\$20,002.71
SUB TOTAL II					
	\$965,148.76	10.41%	\$100,425.53	\$80,263.90	\$20,161.63

TOTAL LABOR EXPENSES	\$965,148.76	10.41%	\$100,425.53	\$80,263.90	\$20,161.63
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DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
HNTB DIRECT EXPENSES					
Admin Travel					
Airfare (2 meetings/month)	\$14,000.00	0.00%	\$0.00	\$0.00	
Automobile Mileage	\$2,825.00	51.02%	\$1,441.31	\$1,441.31	\$0.00
Lodging	\$5,100.00	9.48%	\$483.41	\$483.41	\$0.00
Rental Vehicle	\$3,000.00	0.00%	\$0.00	\$0.00	\$0.00
Airport Parking	\$780.00	0.00%	\$0.00	\$0.00	\$0.00
Per Diem	\$2,160.00	3.96%	\$85.53	\$85.53	
Printing/Reproductions - DEIS and FEIS					
B&W Copies 8.5" x 11"	\$1,750.00	1.98%	\$34.58	\$34.58	\$0.00
Color Copies 8.5" x 11"	\$1,170.00	1.75%	\$20.42	\$20.42	\$0.00
Color Copies 11" x 17"	\$6,200.00	0.00%	\$0.00	\$0.00	\$0.00
Color Plots	\$600.00	1.42%	\$8.50	\$8.50	\$0.00
CD Copying	\$22.50	0.00%	\$0.00	\$0.00	\$0.00
Global Positioning System	\$1,000.00	0.00%	\$0.00	\$0.00	\$0.00
Hazardous Materials Regulatory Database Report	\$7,000.00	0.00%	\$0.00	\$0.00	\$0.00

PROGRESS REPORT NO. 005

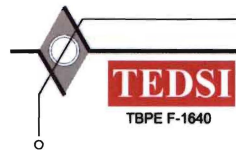
Progress Period February 23 , 2014 Through March 22, 2014

DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
Delivery					
Courier, Overnight, Deliveries, Postage	\$100.00	6.33%	\$6.33	\$6.33	\$0.00
Public Involvement					
Newsletter Design	\$5,100.00	0.00%	\$0.00	\$0.00	\$0.00
Newsletter Printing	\$1,500.00	0.00%	\$0.00	\$0.00	\$0.00
Newsletter Postage	\$660.00	0.00%	\$0.00	\$0.00	\$0.00
Presentation Boards 30" x 40" Color	\$3,400.00	0.00%	\$0.00	\$0.00	\$0.00
Presentation Boards Mounting	\$1,500.00	0.00%	\$0.00	\$0.00	\$0.00
Outside Printing- Newsletter	\$7,200.00	0.00%	\$0.00	\$0.00	\$0.00
Outside Printing- 4x6 Postcard	\$1,500.00	0.00%	\$0.00	\$0.00	\$0.00
Public Meeting Supplies (notepads, pens, etc)	\$3,500.00	0.00%	\$0.00	\$0.00	\$0.00
Newspaper Advertisement	\$30,800.00	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter	\$1,400.00	0.00%	\$0.00	\$0.00	\$0.00
Law Enforcement/Uniform Officer	\$2,800.00	0.00%	\$0.00	\$0.00	\$0.00
Spanish Translator verbal	\$1,400.00	0.00%	\$0.00	\$0.00	\$0.00
Custodian for Public Involvement	\$1,400.00	0.00%	\$0.00	\$0.00	\$0.00
Public Meetings Facility Rental	\$1,400.00	0.00%	\$0.00	\$0.00	\$0.00
Audio - Visual Equipment Rental	\$7,000.00	0.00%	\$0.00	\$0.00	\$0.00
Letter Postage	\$1,760.00	0.00%	\$0.00	\$0.00	\$0.00

TOTAL DIRECT EXPENSES	\$118,027.50	1.76%	\$2,080.08	\$2,080.08	\$0.00
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TOTAL LABOR AND DIRECT EXPENSES	\$1,083,176.26	9.46%	\$102,505.61	\$82,343.98	\$20,161.63
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TOTAL INVOICE AMOUNT DUE: \$20,161.63



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Project Progress Report

TO: HCDD #1	DATE: April 28, 2014
FROM: TEDSI Infrastructure Group	TEDSI PROJECT NO.: 2013-1128-11
REFERENCE: LRGVRWMP Environmental	
Progress Report for March 01, 2014 to March 31, 2014	

ITEM

1. Environmental Coordination with HNTB and USACE

Description of work performed:

Item No. 1

- Coordination with Darren Dodson on letter to Mr. Laskowski at USACE regarding Jurisdictional Determination
- Letter was sent to USACE on January 16, 2014
- TEDSI and HNTB will hear back from USACE in approximately 60 days regarding the Jurisdictional Determination
- HNTB is coordinating with TWDB to determine if EA or EIS is required
- HNTB is preparing Environmental Document - ongoing coordination

Detailed Timesheet for the Period Ending 3/1/2014

Wednesday, March 12, 2014
8:43:36 AM

TEDSI Infrastructure Group

Employee **C_G** **Garza, Claudia M**

Signed

Claudia M. Garza

Approved

Diane S. Castillo

Castillo, Diane S.

Posted

Office **MIS**

			Total Hr	Sun 2/23	Mon 2/24	Tue 2/25	Wed 2/26	Thu 2/27	Fri 2/28	Sat 3/1
2013-1128-05	Rural Drainage Plan Review									
100	HCDD #1 Plan Review									
0100	Reg	2.0		1.0	1.0					
2013-1128-08	LRGVRWMP - GMC									
100	Preliminary PP&D									
0100	Reg	22.0		5.0	4.0	2.0	7.0	4.0		
2013-1128-11	LRGVRWMP - Environmental									
100	Environmental - TEDSI									
0100	Reg	2.0				2.0				
2013-1128-12	LRGVRWMP - Legal									
100	Legal Services Support									
0100	Reg	2.0				2.0				
2013-1128-13	LRGVRWMP - P.E.R.									
100	Preliminary Engineering Report									
0100	Reg	2.0				2.0				

ZQ923745	MARK W. LUPHER, P.E., RPLS	MS. CLAUDETTE GUERRERO	2014-02-25	End of Day	\$6.68
2013-1128-11	TEDSI INFRASTRUCTURE GROUP	HCDD NO. 1	2014-02-26	On Call Pickup	\$5.15
1	1201 E EXPRESSWAY 83	902 NORTH DOOLITTLE ROAD	J.SALAZAR	Fuel Surcharge	\$0.83
2	MISSION, TX 78572	EDINBURG, TX 78542			
				Total	\$12.66



Airbill No. ZQ923745

Lone Star Overnight
1-800-800-8984
www.iso.com

SHIP TO:
MS. CLAUDETTE GUERRERO
HCDD NO. 1
902 NORTH DOOLITTLE ROAD
EDINBURG, TX 78542
9562927080

From:
 MARK W. LUPHER, P.E., RPLS
 TEDSI INFRASTRUCTURE GROUP
 1201 E EXPRESSWAY 83
 MISSION, TX 78572
 9564247898

W MFE

LSO GROUND
 END OF BUSINESS DAY DELIVERY

PRINT DATE: 2/25/2014
 QUICKCODE: CLAUD GUERRERO
 REF 1: 2013-1128-11 1D00V.0000

WEIGHT: 1.00LBS

H

12.66



March 27, 2014



TEDSI Infrastructure Group
1201 E. Expressway 83
Mission, Texas 78572

In Account With

HNTB CORPORATION
Engineers Architects Planners
Austin, Texas

Remittance Address: HNTB Corporation, P.O. Box 802741, Kansas City, MO 64180-2741

Invoice # 05-60879-PL-001
Delta Area Watershed Project

Contract Maximum: \$ 918,748.00

Invoice Period of February 22, 2014 through March 21, 2014

Employee:	Position:	Hours:	Billing Rate:	Amount:
Wendy Travis	Senior Project Manager	0.50	\$ 226.90	\$ 113.45
Susan Chavez	Senior Project Manager	5.50	\$ 226.90	\$ 1,247.95
Darren Dodson	Project Manager	34.50	\$ 163.30	\$ 5,633.85
Scott Tiller	Senior Biologist	1.25	\$ 153.20	\$ 191.50
Bob Daniel	Business Manager	0.25	\$ 129.78	\$ 32.45
Carol Smith	Senior Historian	68.00	\$ 122.91	\$ 8,357.88
Delfino T Leal	Project Analyst	3.75	\$ 97.12	\$ 364.20
Sean Wray	GIS Analyst	13.50	\$ 80.58	\$ 1,087.83
Amy Stubbs	Wetland Scientist	30.50	\$ 77.78	\$ 2,372.29
Rain Nox	Environmental Planner	6.50	\$ 78.00	\$ 507.00
Total Hours/Labor		164.25		\$ 19,908.40

Direct Expenses \$ 94.31

Subconsultant Expenses \$ -

Total Amount Earned this Invoice \$ 20,002.71

Plus Amount Previously Earned \$ 53,116.94

Total Earned to Date \$ 73,119.65

Less Amount Previously Invoiced \$ 53,116.94

Amount Due This Invoice \$ 20,002.71

TEDSI INFRASTRUCTURE GROUP
 Project No. 2013-1128-11 Phase No. 200
 Lump Sum Approved Hold
 Hourly Rejected Process
 Sign: [Signature] Date: 4/23/14

BILLING REPORT

Bill 44R Labor by SubSegment (Date)



Project & Company Confidential

Direct Payroll

Dates: 2/22/2014 through 3/21/2014

Job	60879	Delta Area Watershed Project	E/O	Lopez, CA (14632)	Ofc 134
Ph Seg	PL-001	Delta Area Watershed	P/M	Dodson, DP (08683)	Ofc 134
SubSeg	001	Project Management	B/O	San Antonio	Ofc 134
			B/F	HNTB Infrastructure	

Ofc	EmpNo	Employee	Classification	Trans Type	Rate	Hours	Amount	Remarks
134	02545	Daniel, Marion P	Business Manager		129.78	0.25	32.45	Regular
134	03484	Leal, Delfino T	Project Analyst		97.12	3.75	364.20	Regular
134	27948	Travis, Wendy G	Sr Project Manager		226.90	0.50	113.45	Regular

Total Labor Distribution

Billing Item: 60879-PL-001

4.50

510.10 Regular

BILLING REPORT

Bill 44R Labor by SubSegment (Date)



Project & Company Confidential

Direct Payroll

Dates: 2/22/2014 through 3/21/2014

Job	60879	Delta Area Watershed Project	E/O	Lopez, CA (14632)	Ofc 134
Ph Seg	PL-001	Delta Area Watershed	P/M	Dodson, DP (08683)	Ofc 134
SubSeg	002	Development of Alternatives	B/O	San Antonio	Ofc 134
			B/F	HNTB Infrastructure	

Ofc	EmpNo	Employee	Classification	Trans Type	Rate	Hours	Amount	Remarks
134	00534	Chavez, Susan W	Sr. Project Manager		226.90	5.50	1,247.95	Regular
134	01975	Smith, Carol L	Sr. Historian		122.91	68.00	8,357.88	Regular
134	02930	Stubbs, Amy M	Wetland Scientist		77.78	25.50	1,983.39	Regular
					77.78	5.00	388.90	Reg-Ovt
134	08683	Dodson, Darren P	Project Manager		163.30	19.50	3,184.35	Regular
134	08761	Wray, Sean	GIS Analyst		80.58	13.25	1,067.69	Regular
					80.58	0.25	20.14	Reg-Ovt
134	10564	Tiller, Scott A	Sr. Biologist		153.20	1.25	191.50	Regular
134	15238	Nox, Rain	Environmental Planner		78.00	6.50	507.00	Regular

Total Labor Distribution

Billing Item: 60879-PL-001	139.50	16,539.76	Regular
	5.25	409.04	Reg-Ovt

144.75 **16,948.80 Total**

BILLING REPORT

Bill 44R Labor by SubSegment (Date)



Direct Payroll

Dates: 2/22/2014 through 3/21/2014

Job	60879	Delta Area Watershed Project	E/O	Lopez, CA (14632)	Ofc 134
Ph Seg	PL-001	Delta Area Watershed	P/M	Dodson, DP (08683)	Ofc 134
SubSeg	004	Pubic Involvement	B/O	San Antonio	Ofc 134
			B/F	HNTB Infrastructure	

Ofc	EmpNo	Employee	Classification	Trans Type	Rate	Hours	Amount	Remarks
134	08683	Dodson, Darren P	Project Manager		163.30	15.00	2,449.50	Regular

Total Labor Distribution

Billing Item: 60879-PL-001 **15.00** **2,449.50 Regular**



**The HNTB
Companies**

**EXPENSE
REPORT**

OER470140

1st Inl. First Name M.J. Last Name Firm OFFICE NO. DATE SUBMITTED 03/04/14

Name A Amy M Stubbs 01 134 EMPLOYEE NO. 02930
 CONTACT REGARDING ISSUES Stubbs, Amy Michelle

DATE 02/25/14-02/26/14 ITINERARY AND BUSINESS PURPOSE Hidalgo County Constraints site visit

DISTRIBUTION OF EXPENSE	CURR CODE	EMPLOYEE NAME	DATE SUBMITTED	EMP OFFICE	EMPLOYEE NUMBER
	ER	1ST INITIAL LAST NAME	MO - DA - YR		
		A Stubbs	03/04/14	134	02930

DISTRIBUTION OF EXPENSES	Firm	Office	Account	Sub Acct	WBS	Emp No	Debit Amount
		01	134	8150	01	60879-PL-001-001-E027-134	TOTAL

02/25/14

WBS	CATEGORY	Credit Card	MILES	RATE	AMOUNT
60879-PL-001-001-E027-134	01 - Transportation / Auto Rental, Gasoline	YES			26.49
60879-PL-001-001-E027-134	01 - Transportation / Auto Rental, Gasoline	YES			26.50
				TOTAL	52.99

02/26/14

WBS	CATEGORY	Credit Card	MILES	RATE	AMOUNT
60879-PL-001-001-E027-134	01 - Transportation / Auto Rental, Gasoline	YES			41.32
				TOTAL	41.32

THRIFTY CAR RENTAL
 SAN ANTONIO AIRPORT
 RENTAL RECORD: 6W0455571
 STUBBS, AMY
 COMPLETED BY: MK114T
 RENTED: SAN ANTONIO LOCAL
 RENTAL: 02-25-14 0757
 RETURN: 02-25-14 2052
 VEH NUMBER: X531646
 MILES IN: 47790 OUT: 47232
 MILES DRIVEN: 558
 CHECK IN FUEL LEVEL: 8 OUT: 8
 PLAN IN/OUT: 1295
 CLS: CDAR
 1 DAY @ \$34.00 \$34.00
 SUBTOT \$34.00
 TAXABLE TOT: \$34.00
 TIME \$34.00
 LTRPPT
 1 DAY @ \$1.35 \$1.35
 ERF
 1 DAY @ \$0.58 \$0.58
 CNTVRNTL \$1.80
 RENTAL TAX \$3.59
 TOTAL CHARGE \$41.32
 NET DUE \$0.00
 PAYMENTS -\$41.32
 PAID BY: AX
 CREDIT CARD#: *****007

Elsa(00577)
 512 E. Edinburg Avenue
 Elsa, Tx 78543

Pump# 03 Unleaded
 Gallons 8.389
 Price/Gal \$3.159
 Fuel Sale \$26.50

Credit \$26.50
 AX *****1007
 Apprvl: 506490

02/25/14 03:09PM

I AGREE TO PAY THE TOTAL
 AMOUNT ACCORDING TO THE
 CARD ISSUER AGREEMENT

Save 10% by telling us about your rental

- 1) Visit www.thriftyrentalsurvey.com
- 2) Enter Access Code: SATC56
- 3) Complete a brief survey about your rental experience

THANK YOU-COME AGAIN
 CORNER STORE
 CornerStore4U.com

TP48639283-001
 CORNER STORE 0029
 802 NE LOOP 410
 SAN ANTONIO TX 7820

DATE 02/25/14
 TIME 8:48 PM
 AUTH# 543216

AMEX

PUMP PRODUCT PPG
 03 UNLD \$3.199

GALLONS FUEL TOTAL
 8.288 \$26.49

Corner Store 0029
 802 Loop 410 NE
 San Antonio, TX

amy stubbs, 02950
 Hidalgo County Courthouse
 60079-PL-001-001-EC07-134

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE

EDINBURG, TEXAS 78542

(958) 292-7080

FAX (958) 292-7083



GODFREY GARZA, JR.
MANAGER

INVOICE PROCESSING CHECKLIST

Data Received: 4/29/14

Engineer/Firm Name: TECSI

Project Name/Number: Delta Watershed PER March Inv.

Invoice No: #20141883

Logged in and Scanned: 11am 4/29 By: Rosa Orce Forwarded to: Norma Reynae

Engineer	Name	Date	Comment
Scope of work reviewed			

Accounting	Name	Date	Comment
Encumbrance			
Purchase Order Attached			
Audit			
Final Approval for Agenda			

	Name	Date	Comment
Placed on Agenda			

Additional Comments: _____



TEDSI INFRASTRUCTURE GROUP

TEDSI

Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Letter of
Transmittal

TO: Ms. Claudette Guerrero Hidalgo County Drainage District No. 1 902 N. Doolittle Road Edinburg, Texas 78542	DATE: April 28, 2014
---	-------------------------

REF.: Delta Watershed PER March Invoice	TEDSI PROJECT NO.: 2013-1128-13
--	------------------------------------

TRANSMITTED:

<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> Please comment	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> As Requested	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> As Noted Below

VIA:

<input type="checkbox"/> US Mail	<input type="checkbox"/> Courier	<input type="checkbox"/> Hand Carry
<input type="checkbox"/> E-Mail	<input checked="" type="checkbox"/> LoneStar Overnight	<input type="checkbox"/> FedEx

COPIES	DESCRIPTION
1	Invoice No. 20141883 for Project No. 2013-1128-13
1	Progress Report No. 005
1	CD PDF Files

REMARKS:

Thank you,

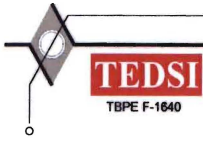
RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 29 2014

1056 AM PM

BY: Rosaarce

Signed: for: Clay
Mark W. Luper, P.E., RPLS



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
 1201 East Expressway 83 ♦ Mission, Texas 78572
 Tel: (956) 424-7898
 Fax: (956) 424-7022

April 28, 2014

Project No:

Invoice No:

2013-1128-13

20141883

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 29 2014

1052 AM / PM

BY: Rosaline

Ms. Claudette Guerrero
 Hidalgo County Drainage District No. 1
 902 North Doolittle Road
 Edinburg, TX 78542

Project 2013-1128-13 Lower Rio Grande Valley Regional Water Management Program - Preliminary Engineering Report

Precinct No. 1 - 2012 Bond Referendum
 P. O. No. 623666
 Account Number 13-133-433-360-4330-010-000

Professional Services from March 01, 2014 to March 31, 2014

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Engineering Report	71,922.36	92.27	66,362.76	43,915.79	22,446.97
Data Collection	42,610.70	68.38	29,137.20	29,137.20	0.00
Geographical Information	80,256.16	74.65	59,911.22	59,911.22	0.00
Hydrologic Analysis Verification	68,952.49	22.59	15,576.37	15,576.37	0.00
Hydraulic Analysis Verification	68,952.49	25.27	17,424.29	16,962.31	461.98
Flood Plain Mapping Verification	100,097.80	0.00	0.00	0.00	0.00
Raw Water Collection	161,061.24	2.31	3,720.51	3,720.51	0.00
Alternate Solutions	70,599.48	0.00	0.00	0.00	0.00
Geotechnical Investigations Reports	61,494.09	91.2389	56,106.53	27,869.12	28,237.41
Final Report	150,648.64	0.00	0.00	0.00	0.00
Total Fee	876,595.45		248,238.88	197,092.52	51,146.36
		Total Fee			51,146.36
				Total this Phase	\$51,146.36

Phase 700 Hydrologic & Hydraulic (CSE)

Consultants

Reimbursable Consultants Expense			
3/31/2014	Civil Systems Engineering, Inc. - Invoice No. 201421	69,972.00	
	Total Consultants	69,972.00	69,972.00
		Total this Phase	\$69,972.00

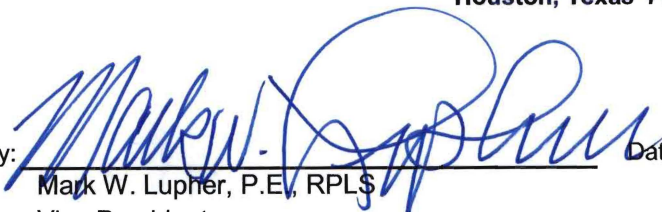
Billing Summary

	Current	Prior	To-Date	
Total Billings	121,118.36	388,692.32	509,810.68	
Total Fee			1,562,552.45	
Remaining Fee			1,052,741.77	
		Total this Invoice		<u>\$121,118.36</u>

Outstanding Invoices

Number	Date	Balance		
20141809	2/26/2014	100,307.09		
20141855	4/7/2014	160,790.38		
Total		261,097.47		
			Total Now Due	\$382,215.83

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 south, Suite 430
Houston, Texas 77079

Authorized By:  Date: 4.28.14
Mark W. Lupher, P.E., RPLS
Vice President

PROGRESS REPORT NO. 005

Progress Period 3/1/14 Through 3/31/14

DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION					
(A) PRELIMINARY ENGINEERING					
(1) Preliminary Field Surveying	\$71,922.36	92.27%	\$66,362.76	\$43,915.79	\$22,446.97
(2) Data Collection	\$42,610.70	68.38%	\$29,137.20	\$29,137.20	\$0.00
(3) Geographical Information System	\$80,256.16	74.65%	\$59,911.22	\$59,911.22	\$0.00
(4) Hydrologic Analysis Verification	\$68,952.49	22.59%	\$15,576.37	\$15,576.37	\$0.00
(5) Hydraulic Analysis Verification	\$68,952.49	25.27%	\$17,424.29	\$16,962.31	\$461.98
H&H Sub Consultants - CSE	\$675,957.00	38.70%	\$261,571.80	\$191,599.80	\$69,972.00
(6) Flood Plain Mapping Verification	\$100,097.80	0.00%	\$0.00	\$0.00	\$0.00
(7) Raw Water Collection & distribution System	\$161,061.24	2.31%	\$3,720.51	\$3,720.51	\$0.00
(9) Alternate Solutions & Recommendations	\$70,599.48	0.00%	\$0.00	\$0.00	\$0.00
Geotechnical Investigations	\$61,494.09	91.24%	\$56,106.53	\$27,869.12	\$28,237.41
(10) Final Report- "Preliminary Engineering"	\$150,648.64	0.00%	\$0.00	\$0.00	\$0.00
SUB TOTAL III.A					\$121,118.36

TOTAL (LABOR AND DIRECT EXPENSES)	\$1,552,552.45	32.84%	\$509,810.68	\$0.00	\$121,118.36
--	-----------------------	---------------	---------------------	---------------	---------------------

CSE Direct Expenses					
Travel	\$10,000.00	0.00%	\$0.00	\$0.00	\$0.00

TOTAL LABOR AND DIRECT EXPENSES	\$1,562,552.45	32.63%	\$509,810.68	\$0.00	\$121,118.36
--	-----------------------	---------------	---------------------	---------------	---------------------

TOTAL INVOICE AMOUNT DUE: \$121,118.36

LRGVWMP – WA#13 – P.E.R
Monthly Progress Report No. #5 – March 2014

Period of Coverage: March, 2014
Date of Submittal: April 20, 2014
Submitted To: Claudette Guerrero
PREPARED BY: Mark Lupher, P.E., TEDSI Infrastructure, Inc.

This study covers the following activities:

1. Coordination and meetings
2. Data collection and assimilation
3. Site visits/field reconnaissance
4. LiDAR topographic data processing
5. Watershed & subbasin delineations
6. Estimation of subwatershed & hydrologic parameters
7. Land use data processing
8. HEC-HMS modeling analysis
9. Main Floodwater Channel cross section topographic data manipulation and preparation
10. GeoRAS processing for HEC-RAS development
11. HEC-RAS model development and modeling analysis
12. Downstream flow requirements (downstream of Pachita Flood Gate).
13. Floodwater diversion and detention alternative analysis
14. Risk based economic analysis of flood damage analysis
15. Floodplain delineation/mapping
16. Water sources and water availability analysis.
17. Hydraulic analysis of preliminary alternative water development strategy
18. Draft H&H Report

PROGRESS TO REPORT FOR THIS PERIOD

Activity 1 – Coordination and Meetings

Coordination with HCDD1, TCEQ, TWDB, Texas A&M and Project team meetings.

Activity 2 – Data Collection and Assimilation

Nueces Rio Grande Basin WAM modeling data for Run 8.

Activity 3 – Site Visits and Filed reconnaissance

Panchita structure

Activity 4 – LiDAR topographic data processing

Activity 5 – Watershed & subbasin delineations

Updated preliminary subbasin delineations for the Main Floodwater Channel Watershed.

Activity 6 – Estimation of subwatershed & hydrologic parameters

Activity 7 – Land use data processing

Activity 8 –HEC-HMS Modeling Analysis

Activity 9 – Main Floodwater Channel cross section topographic data manipulation and preparation

Activity 10 – GeoRAS processing for HEC-RAS development

Activity 11 – HEC-RAS model development and modeling analysis

Activity 12 – Downstream flow requirements (downstream of Pachita Flood Gate).

Activity 13 – Floodwater diversion and detention alternative analysis

Activity 14 – Risk based economic analysis of flood damage analysis

Activity 15 – Floodplain delineation/mapping

FEMA effective floodplain mapping.

Activity 16 – Water sources and water availability analysis.

Performed simulations to generate naturalized flows and unappropriated flows at control point W20170 based on 51 years of monthly flow data for Run 3 and Run 8. Water rights investigation. Prepared data for meeting at TCEQ.

Activity 17 – Hydraulic analysis of preliminary alternative water development strategy

Activity 18 – Draft H&H report.



TEDSI INFRASTRUCTURE GROUP
 2013-1128-B Project No. Phase No. 700

Lump Sum Approved Hold
 Hourly Rejected Process
 Sign: *[Signature]* Date: / /



Civil Systems Engineering, Inc.

2299 Lone Star Drive, Ste 239
 Sugar Land, Texas 77479
 (713) 782-3811

INVOICE

Engineering Services
 LRGVWMP - WA#13-P.E.R

TEDSI Infrastructure Group 738 Hwy 6 South, Suite 430 Houston, Texas 77079 Attention: Mr. Mark Lupher, P.E.	CSE Invoice Number: 201421 CSE Project Number: TEDSI2013020 Invoice Period: 3/1/2014 Through 3/31/2014 Invoice Date: April 20, 2014
--	--

Contract Amount	Contract Amount Remaining												
\$685,957.00	\$424,385.20												
Employee Classification	Rate	Previous		This Period		To Date							
		Hr	Total	Hr	Total	Hr	Total						
Project Manager	\$178.36	285.0	\$50,832.60	60.0	\$10,701.60	345.0	\$61,534.20						
Project Engineer	\$164.64	530.0	\$87,259.20	260.0	\$42,806.40	790.0	\$130,065.60						
GIS Specialist	\$137.20	390.0	\$53,508.00	120.0	\$16,464.00	510.0	\$69,972.00						
Subtotal			\$191,599.80		\$69,972.00		\$261,571.80						
Deren Li, Ph.D., P.E., D.WRE Project Manager				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">TOTAL FEE EARNED:</td> <td style="text-align: right;">\$261,571.80</td> </tr> <tr> <td>LESS PREVIOUSLY INVOICED:</td> <td style="text-align: right;">\$191,599.80</td> </tr> <tr> <td>TOTAL AMOUNT DUE THIS INVOICE:</td> <td style="text-align: right;">\$69,972.00</td> </tr> </table>				TOTAL FEE EARNED:	\$261,571.80	LESS PREVIOUSLY INVOICED:	\$191,599.80	TOTAL AMOUNT DUE THIS INVOICE:	\$69,972.00
TOTAL FEE EARNED:	\$261,571.80												
LESS PREVIOUSLY INVOICED:	\$191,599.80												
TOTAL AMOUNT DUE THIS INVOICE:	\$69,972.00												

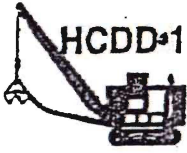
HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

502 NORTH DOGUE

EDINBURG, TEXAS 78542

(958) 292-7080

FAX (958) 292-7089



GODFREY GARZA, JR.
MANAGER

INVOICE PROCESSING CHECKLIST

Data Received: 4/30/14

Engineer/Firm Name: TEOSI

Project Name/Number: Delta watershed march Invoice / Proj# 2013-1128-08

Invoice No: #20141880

Logged in and Scanned: 3PM 4/30/14 By: Rosa Durce Forwarded to: Norma Reyes

Engineer	Name	Date	Comment
Scope of work reviewed			

Accounting	Name	Date	Comment
Encumbrance			
Purchase Order Attached			
Audit			
Final Approval for Agenda			

	Name	Date	Comment
Placed on Agenda			

Additional Comments: _____



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

Letter of Transmittal

TO:
 Ms. Claudette Guerrero
 Hidalgo County Drainage District No. 1
 902 N. Doolittle Road
 Edinburg, Texas 78542

DATE:
 April 28, 2014

REF.:
 Delta Area Watershed March Invoice

TEDSI PROJECT NO.:
 2013-1128-08

TRANSMITTED:

<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> Please comment	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> As Requested	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> As Noted Below

VIA:

<input type="checkbox"/> US Mail	<input type="checkbox"/> Courier	<input type="checkbox"/> Hand Carry
<input type="checkbox"/> E-Mail	<input checked="" type="checkbox"/> LoneStar Overnight	<input type="checkbox"/> FedEx

COPIES	DESCRIPTION
1	Invoice No. 20141880 for Project No. 2013-1128-08
1	Progress Report No. 005
1	CD PDF Files

REMARKS:

Thank you,

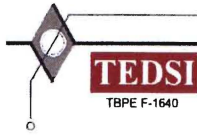
RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 30 2014

2:30 AM/PM

BY: Rosa Lice

Signed: for: *Clay*
 Mark W. Luper, P.E., RPLS



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

April 23, 2014
Project No: 2013-1128-08
Invoice No: 20141880

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 30 2014

2:36 AM/PM

BY: *Rosalice*

Ms. Claudette Guerrero
Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, TX 78542

Project 2013-1128-08 Lower Rio Grande Valley Regional Water Management Program - General Management Consultant

Precinct No. 1 2012 Bond Referendum
General Engineering Management Services
Account No. 13-133-433-360-010-000-43340
P. O. No. 623578
Work Authorization No. 8

Professional Services from March 01, 2014 to March 31, 2014

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Planning & Development	856,165.48	42.15	360,873.75	302,654.50	58,219.25
Preliminary Engineering	261,709.66	3.85	10,075.82	7,746.61	2,329.21
Expenses	524,590.34	37.7059	197,801.51	197,801.51	0.00
Total Fee	1,642,465.48		568,751.08	508,202.62	60,548.46
Total Fee					60,548.46

Billing Summary	Current	Prior	To-Date
Total Billings	60,548.46	508,202.40	568,750.86
Total Fee			1,642,465.48
Remaining Fee			1,073,714.62
Total this Invoice			<u>\$60,548.46</u>

Outstanding Invoices

Number	Date	Balance
20141851	3/26/2014	50,126.80
Total		50,126.80
Total Now Due		\$110,675.26

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: *[Signature]*
Mark W. Luper, P.E., RPLS
Executive Vice President

Date: 4.24.14

PROGRESS REPORT NO. 005

Progress Period March 1, 2014 Through March 31, 2014

DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
I. GCM FOR ENGINEERING MANAGEMENT					
(A) PRELIMINARY PROJECT PLANNING AND DEVELOPMENT					
(1) Administrative Policy & Procedures	\$105,432.80	66.21%	\$69,811.53	\$52,716.40	\$17,095.13
(2) Project Development Schedule	\$53,143.60	57.57%	\$30,594.63	\$26,571.80	\$4,022.83
(3) Construction Estimate	\$50,894.20	0.00%	\$0.00	\$0.00	\$0.00
(4) QC/QA Program Development	\$51,885.22	73.39%	\$38,080.07	\$25,942.61	\$12,137.46
(5) Subcontract Administration	\$49,684.28	90.00%	\$44,715.85	\$44,715.85	\$0.00
(6) Funding Source	\$119,911.08	25.00%	\$29,977.77	\$18,411.52	\$11,566.25
(7) Capital Improvement Program	\$129,253.80	0.00%	\$0.00	\$0.00	\$0.00
(8) Management/ Coordination of Engineering Activities	\$133,975.80	40.00%	\$53,590.32	\$40,192.74	\$13,397.58
(9) Implementation of QC/QA Program	\$46,927.50	10.00%	\$4,692.75	\$4,692.75	\$0.00
(10) Computer Database Development Platform	\$115,057.20	84.44%	\$97,157.44	\$97,157.44	\$0.00
SUB TOTAL I.A					
	\$856,165.48	43.05%	\$368,620.36	\$38,527.45	\$58,219.25
(B) PRELIMINARY ENGINEERING					
(1) Preliminary Concept Conference	\$57,250.80	4.07%	\$2,329.21	\$0.00	\$2,329.21
(2) Management/Coordination of Engineering	\$42,799.96	0.00%	\$0.00	\$0.00	\$0.00
(3) Implementation of QA/QC Program	\$36,624.10	0.00%	\$0.00	\$0.00	\$0.00
(4) Preparation of " Preliminary Engineering "	\$84,677.60	0.00%	\$0.00	\$0.00	\$0.00
(5) Coordination with all Reviewing Agencies	\$40,357.20	0.00%	\$0.00	\$0.00	\$0.00
SUB TOTAL I.B					
	\$261,709.66	0.89%	\$2,329.21	\$0.00	\$2,329.21
TOTAL LABOR COSTS					
	\$1,117,875.14	\$0.44	\$370,949.57	\$38,527.45	\$60,548.46

PROGRESS REPORT NO. 005

Progress Period March 1, 2014 Through March 31, 2014

DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
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DIRECT EXPENSES					
TRAVEL					
Lodging/Hotel (Austin)	\$648.00	0.00%	\$0.00	\$0.00	\$0.00
Lodging/Hotel Taxes/fees (Austin @ 9%)	\$58.32	0.00%	\$0.00	\$0.00	\$0.00
Per Diem (Austin)	\$426.00	0.00%	\$0.00	\$0.00	\$0.00
Lodging/Hotel (Washington DC)	\$1,356.00	0.00%	\$0.00	\$0.00	\$0.00
Lodging/Hotel Taxes/fees (Washington DC @	\$196.62	0.00%	\$0.00	\$0.00	\$0.00
Per Diem (Washington DC)	\$426.00	0.00%	\$0.00	\$0.00	\$0.00
Mileage	\$5,650.00	0.00%	\$0.00	\$0.00	\$0.00
Rental Car (Taxes/Fees not included; Insurance	\$450.00	0.00%	\$0.00	\$0.00	\$0.00
Rental Car Fuel	\$299.40	0.00%	\$0.00	\$0.00	\$0.00
Air Travel -In State- Short Notice (Coach)	\$6,000.00	0.00%	\$0.00	\$0.00	\$0.00
Air Travel - Out of State - Short Notice (Coach)	\$9,000.00	0.00%	\$0.00	\$0.00	\$0.00
Luggage (with air travel)	\$1,200.00	0.00%	\$0.00	\$0.00	\$0.00
Parking	\$420.00	0.00%	\$0.00	\$0.00	\$0.00
Taxi/Cab fare	\$480.00	0.00%	\$0.00	\$0.00	\$0.00
Internet	\$270.00	0.00%	\$0.00	\$0.00	\$0.00
Telephone	\$2,700.00	0.00%	\$0.00	\$0.00	\$0.00
Conference Calls	\$12,000.00	0.00%	\$0.00	\$0.00	\$0.00
Postage & Shipping	\$9,600.00	0.00%	\$0.00	\$0.00	\$0.00
Overnight Mail - letter size	\$1,800.00	0.00%	\$0.00	\$0.00	\$0.00
Overnight Mail - oversized box	\$3,000.00	0.00%	\$0.00	\$0.00	\$0.00
Courier Services	\$1,200.00	0.00%	\$0.00	\$0.00	\$0.00

COMPUTER SYSTEM					
GIS Server, Web Hosting, Work Stations, Software, Licensing, Plotter, Printers, etc.	\$382,990.00	51.65%	\$197,801.29	\$197,801.29	\$0.00

PROGRESS REPORT NO. 005

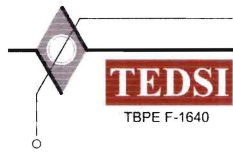
Progress Period March 1, 2014 Through March 31, 2014

DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
PRINTING					
Photocopies B/W (8 1/2" X 11")	\$1,050.00	0.00%	\$0.00	\$0.00	\$0.00
Photocopies B/W (11" X 17")	\$1,650.00	0.00%	\$0.00	\$0.00	\$0.00
Photocopies Color (8 1/2" X 11")	\$1,800.00	0.00%	\$0.00	\$0.00	\$0.00
Photocopies Color (11" X 17")	\$6,750.00	0.00%	\$0.00	\$0.00	\$0.00
Digital Ortho Plotting (on bond)	\$10,000.00	0.00%	\$0.00	\$0.00	\$0.00
Bond Paper Plot (Blueline/Blackline)	\$4,500.00	0.00%	\$0.00	\$0.00	\$0.00
Plots (B/W on Bond)	\$12,000.00	0.00%	\$0.00	\$0.00	\$0.00
Plots (Color on Bond)	\$8,000.00	0.00%	\$0.00	\$0.00	\$0.00
Plots (Color on Photographic Paper)	\$5,000.00	0.00%	\$0.00	\$0.00	\$0.00
Mounting Color Graphics on Foam Board	\$10,000.00	0.00%	\$0.00	\$0.00	\$0.00
Presentation Boards 30" X 40" Color Mounted	\$4,200.00	0.00%	\$0.00	\$0.00	\$0.00
Report Binding	\$1,200.00	0.00%	\$0.00	\$0.00	\$0.00
Notebooks	\$720.00	0.00%	\$0.00	\$0.00	\$0.00
Reproduction of CD/DVD	\$15,500.00	0.00%	\$0.00	\$0.00	\$0.00
CDs	\$1,550.00	0.00%	\$0.00	\$0.00	\$0.00
4" X 6" Digital Color Print	\$500.00	0.00%	\$0.00	\$0.00	\$0.00

TOTAL DIRECT EXPENSES	\$524,590.34	37.71%	\$197,801.29	\$197,801.29	\$0.00
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TOTAL (LABOR AND DIRECT EXPENSES)	\$1,642,465.48	34.63%	\$568,750.86	\$236,328.74	\$60,548.46
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TOTAL INVOICE AMOUNT DUE: \$60,548.46



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 East Expressway 83 ♦ Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

Project Progress Report

TO: HCDD #1	DATE: April 28, 2014
FROM: TEDSI Infrastructure Group	TEDSI PROJECT NO.: 2013-1128-08
REFERENCE: LRGVRWMP General Management Consultants	
Progress Report for March 1, 2014 to March 31, 2014	

ITEM

1. Coordination with Sub Consultants
2. Computer Equipment
3. Public Outreach

Description of work performed:

Item No. 1

- Beatty Bandle Strama
 - Coordination with Eddie Lucio III for Region M
 - Public Hearing was March 12, 2014
 - 30 day questions period will follow
 - Region M Board Meeting will be April 30, 2014
- Bickerstaff Heath Delgado Acosta, LLP
 - Coordination with Emily Rodgers and David Mendez
 - Deren Li, TEDSI, HCDD#1 and Bickerstaff will meet with TCEQ May 2, 2014 for WAM model
- Caballero Governmental Affairs
 - Coordination with Elvia Lopez on State Assistance
- Dos Legislative Services
 - Coordination with Gume Ybarra on Legislative Issues
 - Possible Federal Funding sources
- CSE
 - Coordination with Deren Li
 - Deren Li, TEDSI, and HCDD#1 met with Dr. Wurbs in College Station March 26, 2014 to discuss WAM model
 - Deren Li, TEDSI, HCDD#1 and Bickerstaff will meet with TCEQ May 2, 2014 for WAM model
- HNTB
 - Coordination with Darren Dodson
 - Environmental Document will encompass the entire project area out to Laguna Madre
 - USACE should respond to Jurisdictional Determination in the next few weeks
 - Darren Dodson has been following up with USACE about JD
- Raba Kistner
 - Coordination with Raba on borings
 - Right-of-Entry's have been sent out

ITEM

- Borings are complete
- Raba is collecting water samples and reading depths at Borings 3 and 14 once a month

- Dos Land Survey
 - Coordination with Dos Land Survey
 - Right-of-Entry letters also included survey needs

Item No. 2

- Converted GIS shapefile of Proposed Reservoir to a sde geodatabase
- Configured sde layer for web application
- Published new data to GIS Web Application
- Converted stream data into GIS Shapefile
- Converted Stream data GIS shapefile into a sdegeodatabase
- Configured new sde layer for GIS Web Applications
- Published new data to GIS Web Application
- Converted new GIS Shapefile from Engleman Reservoir into an sdegeodatabase
- Configured sde layer for GIS Web application
- Published new data to GIS Web Application

Item No. 3

- Website is under development
- Website will be reviewed by client and sub consultants before release to public
- TEDSI and team attended Water Awareness Summit on March 7, 2014
- A brochure was created for the summit regarding the Delta Region Water Management Project

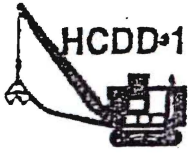
HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE

EDINBURG, TEXAS 78542

(958) 292-7080

FAX (958) 292-7089



GODFREY GARZA, JR.
MANAGER

INVOICE PROCESSING CHECKLIST

Data Received: 4/29/14

Engineer/Firm Name: TEDSI

Project Name/Number: Delta Watershed PPD March Inv.

Invoice No: * 2014 1834

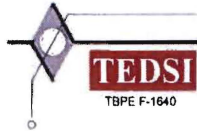
Logged in and Scanned: Norm 4/29 By: Rosalice Forwarded to: Norman Rejman

Engineer	Name	Date	Comment
Scope of work reviewed			

Accounting	Name	Date	Comment
Encumbrance			
Purchase Order Attached			
Audit			
Final Approval for Agenda			

	Name	Date	Comment
Placed on Agenda			

Additional Comments: _____



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

April 24, 2014

Project No:

2013-1128-14

Invoice No:

20141884

Ms. Claudette Guerrero
Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, TX 78542

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

Project 2013-1128-14 LRGVRWMP - Preliminary Planning & Development

Precinct No. 1 2012 Bond Referendum
Field Surveying, Water Quality and Architectural Services
Account No. 13-133-433-360-010-000-43340
P. O. No. 623576
Work Authorization No. 14

APR 29 2014

bse (AM/PM)

BY: Rosalve

Professional Services from March 01, 2014 to March 31, 2014

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Water Quality Samples	64,293.76	43.35	27,871.34	25,029.56	2,841.78
Total Fee	64,293.76		27,871.34	25,029.56	2,841.78
Total Fee					2,841.78

Billing Summary

	Current	Prior	To-Date
Fees	2,841.78	25,029.56	27,871.34
Total Fee			64,293.76
Remaining Fee			36,422.42

Total this Phase \$2,841.78

Total this Invoice \$2,841.78

Outstanding Invoices

Number	Date	Balance
20141856	3/28/2014	2,526.74
Total		2,526.74

Total Now Due \$5,368.52

Authorized By:

Mark W. Luper, P.E., RPLS
Executive Vice President

Date:

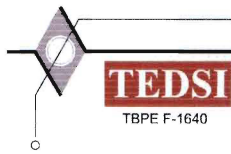
4.24.14

PROGRESS REPORT NO. 004

Progress Period March 01, 2014 Through March 31, 2014

DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
II. GCM FOR PRELIMINARY PROJECT PLANNING AND DEVELOPMENT					
(5) Architect Services	\$70,128.10	0.00%	\$0.00	\$0.00	\$0.00
SUB TOTAL II					
	\$70,128.10	0.00%	\$0.00	\$0.00	\$0.00
III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION					
(A) PRELIMINARY ENGINEERING					
(1) Preliminary Field Surveying	\$81,571.20	0.00%	\$0.00	\$0.00	\$0.00
(7) Raw Water Sampling and Analysis	\$29,225.51	89.22%	\$26,075.34	\$25,029.56	\$1,045.78
Water Analysis Sub	\$35,068.25	5.12%	\$1,796.00	\$0.00	\$1,796.00
SUB TOTAL III.A					
	\$145,864.96	17.88%	\$26,075.34	\$25,029.56	\$2,841.78
TOTAL LABOR EXPENSES					
	\$215,993.06	12.07%	\$26,075.34	\$0.00	\$2,841.78

TOTAL INVOICE AMOUNT DUE: \$2,841.78



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 East Expressway 83 ♦ Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

Project Progress Report

TO: HCDD #1	DATE: April 28, 2014
FROM: TEDSI Infrastructure Group	TEDSI PROJECT NO.: 2013-1128-14
REFERENCE: LRGVRWMP Preliminary Planning and Development	
Progress Report for March 01, 2014 to March 31, 2014	

ITEM

1. Water Quality Samples

Description of work performed:

Item No. 1

- Water Samples were collected March 13, 2014 from Boring #3 and Boring #14
- Water Samples were collected March 18, 2014 from Delta Irrigation Intake, Delta Lake, Santa Cruz Irrigation Intake, and Lake Edinburg
- Water Samples were sent to AMTEST for analysis

2013-1128-14



AM TEST, INC.

13600 NE 126TH PL
SUITE C
KIRKLAND, WA 98034

Phone # 425-885-1664

Invoice

DATE	INVOICE #
3/31/2014	80032

BILL TO
TEDSI INFRASTRUCTURE GROUP 1201 E EXPRESSWAY 83 MISSION, TX 78572

_____ PLEASE CHECK HERE IF YOU PREFER YOUR INVOICES AND STATEMENTS SENT BY E-MAIL. MY E-MAIL ADDRESS IS: _____

P.O. NO.	TERMS	PROJECT
PROJ# 2013-1128-...	Net 30	LRGVRWMP

QUANTITY	DESCRIPTION	RATE	SERVICED	AMOUNT
4	HETEROTROPHIC PLATE COUNT	20.00		80.00
4	PH WATER	10.00		40.00
4	ALKALINITY	15.00		60.00
4	TOTAL ORGANIC CARBON-WATER	30.00		120.00
4	CHLORIDE	12.00		48.00
4	COLOR	10.00		40.00
4	HARDNESS	12.00		48.00
4	AMMONIA NITROGEN	15.00		60.00
4	NO2/NO3	25.00		100.00
4	TOTAL DISSOLVED SOLIDS	15.00		60.00
4	SULFATE	15.00		60.00
4	TURBIDITY ANALYSIS	10.00		40.00
4	DISSOLVED METALS	20.00		80.00
4	METALS	70.00		280.00
4	SILICA	20.00		80.00
4	PESTICIDES	150.00		600.00

SAMPLE NUMBERS: 14-A003624-3627

TEDSI INFRASTRUCTURE GROUP Project No. <u>2013-1128-14</u> Phase No. <u>200</u>	
<input checked="" type="checkbox"/> Dump Sum	<input type="checkbox"/> Approved <input type="checkbox"/> Hold
<input type="checkbox"/> Hurry	<input type="checkbox"/> Rejected <input checked="" type="checkbox"/> Process
Sign <u>[Signature]</u>	Date <u>4/24/14</u>

TERMS: NET 30 DAYS PAST DUE ACCOUNT 1 1/2 PERCENT INTEREST PER MONTH

Total	\$1,796.00
Payments/Credits	\$0.00
Balance Due	\$1,796.00

WE ACCEPT VISA & MASTER CARD.

EFFECTIVE IMMEDIATELY, ON INVOICES 60 DAYS PAST DUE A \$25 LATE FEE WILL BE CHARGED MONTHLY UNTIL INVOICE IS PAID.

Jamatha DeLeon

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

502 NORTH DOUGLASS

EDINBURG, TEXAS 78542

(958) 292-7080

FAX (958) 292-7083



GODFREY GARZA, JR.
MANAGER

INVOICE PROCESSING CHECKLIST

Data Received: 4.7.14

Engineer/Firm Name: TEDSE

Project Name/Number: Delta Watershed PPD Feb. Inv. / #2013-1128-14

Invoice No: #20141856

Logged in and Scanned: 10 AM 2/7/14 By: Rosa Rice Forwarded to: Norman Reynold

Engineer	Name	Date	Comment
Scope of work reviewed			

Accounting	Name	Date	Comment
Encumbrance			
Purchase Order Attached			
Audit			
Final Approval for Agenda			

	Name	Date	Comment
Placed on Agenda			

Additional Comments: _____



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

Letter of Transmittal

TO: Ms. Claudette Guerrero
 Hidalgo County Drainage District No. 1
 902 N. Doolittle Road
 Edinburg, Texas 78542

DATE: April 4, 2014

REF.: Delta Watershed PPD February Invoice

TEDSI PROJECT NO.: 2013-1128-14

TRANSMITTED:

<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> Please comment	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> As Requested	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> As Noted Below

VIA:

<input type="checkbox"/> US Mail	<input type="checkbox"/> Courier	<input type="checkbox"/> Hand Carry
<input type="checkbox"/> E-Mail	<input checked="" type="checkbox"/> LoneStar Overnight	<input type="checkbox"/> FedEx

COPIES	DESCRIPTION
1	Invoice No. 20141856 for Project No. 2013-1128-14
1	Progress Report No. 003
1	Labor Detail
	<i>Lonestar Airbill No. ZR071929</i>

REMARKS:

Thank you,

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 07 2014

9:39 AM PM

BY: *Rosa Lice*

Signed: *for: Clay*
 Mark W. Luper, P.E., RPLS



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 East Expressway 83 • Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

March 26, 2014

Project No: 2013-1128-14

Invoice No: 20141856

Ms. Claudette Guerrero
Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, TX 78542

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 07 2014

9:39 AM/PM

BY: Rosa Lice

Project 2013-1128-14 LRGVRWMP - Preliminary Planning & Development

Precinct No. 1 2012 Bond Referendum
Field Surveying, Water Quality and Architectural Services
Account No. 13-133-433-360-010-000-43340
P. O. No. 623576
Work Authorization No. 14

Professional Services from February 01, 2014 to February 28, 2014

Phase 200 Water Quality Samples
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Water Quality Samples	64,293.76	38.93	25,029.56	22,502.82	2,526.74
Total Fee	64,293.76		25,029.56	22,502.82	2,526.74
Total Fee					2,526.74
Billing Summary			Current	Prior	To-Date
Fees			2,526.74	22,502.82	25,029.56
Total Fee					64,293.76
Remaining Fee					39,264.20
Total this Phase					\$2,526.74
Total this Invoice					<u>\$2,526.74</u>

Outstanding Invoices

Number	Date	Balance
20141810	2/19/2014	9,001.13
Total		9,001.13

Total Now Due \$11,527.87

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South
Houston, Texas 77079

Authorized By:


Mark W. Lupher, P.E., RPLS
Executive Vice President

Date:

3-27-14

PROGRESS REPORT NO. 003

Progress Period February 1, 2014 Through February 28, 2014

DESCRIPTION	ESTIMATED COST	PERCENT COMPLETE	INVOICE TO DATE	PREVIOUS INVOICE	AMOUNT DUE
II. GCM FOR PRELIMINARY PROJECT PLANNING AND DEVELOPMENT					
(5) Architect Services	\$70,128.10	0.00%	\$0.00	\$0.00	\$0.00
SUB TOTAL II					
	\$70,128.10	0.00%	\$0.00	\$0.00	\$0.00
III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION					
(A) PRELIMINARY ENGINEERING					
(1) Preliminary Field Surveying	\$81,571.20	0.00%	\$0.00	\$0.00	\$0.00
(7) Raw Water Sampling and Analysis	\$29,225.51	85.64%	\$25,029.56	\$22,502.82	\$2,526.74
Water Analysis Sub	\$35,068.25	0.00%	\$0.00	\$0.00	\$0.00
SUB TOTAL III.A					
	\$145,864.96	17.16%	\$25,029.56	\$22,502.82	\$2,526.74

TOTAL LABOR EXPENSES	\$215,993.06	11.59%	\$25,029.56	\$0.00	\$2,526.74
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TOTAL INVOICE AMOUNT DUE: \$2,526.74

**WORK AUTHORIZATION #14
LABOR DETAIL
DELTA AREA WATERSHED**

Feb. 2014	Principal Engineer	Project Manager (VIII)	Sr. Engineer (V)	Sr. Engineer (V)	Project Engineer (III)	Engr. In Training (E.I.T.)	Sr. Engr. Designer	Sr. GIS Designer	GIS System Manager	RPLS	SIT	GPS Crew	Project Admin	Assistant Admin
	J. Salinas	M. Lupher	M. Corbitt	J. Sanchez	E. Dietrich	S. DeLeon	V. Longoria	J. Perez	M. Manzano				D. Castillo	C. Garza
	\$266.62	\$232.61	\$187.37	\$187.37	\$159.15	\$122.87	\$117.57	\$135.00	\$175.00	\$135.00	\$90.00	\$175.00	\$178.37	\$73.13
Dates:														
2/3/2014														1
2/4/2014														
2/5/2014														
2/6/2014														
2/7/2014														
2/10/2014														3
2/11/2014		3												
2/12/2014		3												
2/13/2014		3												
2/14/2014														
2/17/2014														1
2/18/2014														
2/19/2014														
2/20/2014														
2/21/2014														
2/24/2014														
2/25/2014														
2/26/2014														1
2/27/2014														
2/28/2014														
Total	\$0.00	\$2,093.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$438.78
	0	9	0	0	0	0	0	0	0	0	0	0	0	6

Total													\$2,532.27
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