



**AGENDA  
DRAINAGE DISTRICT  
BOARD OF DIRECTORS  
December 2, 2014  
9:00 A.M.**

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

1. **Roll Call**
2. **Open Forum**
3. **Approval of Consent Agenda**
4. **AI-47481** A. Approval of 2015 proposed Holidays.  
B. Approval of Retiree medical plan premiums.
5. **AI-47530** Pursuant to Board of Directors action on meeting date of September 23, 2014 of amendment to Interlocal Agreement between Hidalgo County and Drainage District No. 1 to include the procurement process by Hidalgo County of the Request for Proposals with Qualifications (RFP/Q NO: 2014-333-10-15-VYG)-Delinquent Tax Collection Services; discussion, consideration and approval (if applicable) of the following items as follow:
  - a) Acceptance and approval of the negotiated contract with the number one ranked firm "Linebarger Goggan Blair & Sampson" including the firm's Best and Final Offer (BAFO) for the Delinquent Tax Collection Services;
  - b) Selection by Board of Directors on contract term to be for a two (2) year term with the renewal option for an additional one (1) year OR an additional one(1)-two(2) year term *and/or* three (3) year term with one year renewal with same rates, terms and conditions.
6. **AI-47584** Discussion and direction as it pertains to Retention Schedule of records common to all Local Government and disposition of past and existing District documents
7. **AI-47494** Authority for County Judge to sign letter dated November 14, 2014 acknowledging receipt of Disclosures by Underwriter/Senior Managing Underwriter Pursuant to MSRB Rule G-17, Hidalgo County Drainage District No. 1 Unlimited Tax Refunding Bonds, Series 2014 (the "Bonds").

8. **AI-47579** Request approval of negotiated contract with the highest ranked underwriter for the Refunding of a portion of the District's 2007 Bond Series.
9. **AI-47496** Requesting approval to pay invoice #10078804 as a claim to McCoys Building Supply in the amount of \$ 167.42 on PO#624562. (Two purchase orders issued for concrete mix, vendor use one purchase order number for both orders.)
10. **AI-47559** A.) Requesting approval to reject all bids received for RFB No. HCDD1-14-029-10-29 "Pueblo De Palmas Drainage Improvements".
- B.) Requesting approval to re-advertise for RFB No. HCDD1-14-034-01-07 "Pueblo De Palmas Drainage Improvements".
- C.) Requesting approval of Supplemental Agreement No. 1 with TEDSI Infrastructure Group to Agreement for Professional Services Hidalgo County Drainage District No.1 Master Drainage System ("MDS"). Extension of Termination Date.

### **2013 BOND SERIES**

- D.) Requesting approval of Notice to Suspend Work as it relates to Construction Contract No. HCDD1-14-008-07-08; "Pct. 2 Alamo Expressway Drain" due to lead time to manufacture Slide Gate. Resumption of Work Effective March 2, 2015.
- E.) Requesting approval to accept bid and approval to award Construction Contract in the amount of \$283,595.20 to lowest bidder (GO Underground LLC) meeting all required specifications for RFB No. HCDD1-14-031-11-13 "Pct. 1- Rural Drainage Development - Spanish Palms Subdivision".
- F.) Requesting approval of Amendment No. One to License No. LSF/G-1376 to USIBWC Permits as it relates to the South Mercedes Lateral Structure 164AL.
- G.) Requesting approval of Amendment No. Two to License No. LSF/G-780 to USIBWC Permits as it relates to the East Donna Drain Structure 96AL.
- H.) Requesting approval of Amendment No. One to License No. LSF/G-1541 to USIBWC Permits as it relates to the Mercedes Lateral Structure 601CL.
11. **AI-47568** 2013 Bonds:  
Request approval to issue manual payment after review and audit procedures are complete on the following items:  
Application for Payment No. 3 in the amount of \$77,580.00 from Texas Cordia Construction, LLC pertaining to Construction Contract No. 14-004-02-11 Pct.4 Edinburg Drain Stub-Out to South Main Drain Control Structure. PO#624505.

12. **AI-47572** Approval to submit payment to Holt Cat in the amount of \$70.20 on PO#625560 for overage on purchase.
13. **AI-47607**
  - A. Discussion and consideration for the creation of the position of Assistant General Manager for Hidalgo County Drainage District No.1
  - B. Discussion regarding the shredding of financial records which included necessary bond related documentation containing in audit records, journal ledgers and accounts payable documents by Integ Inc. and or district personnel
  - C. Discussion and/or action regarding the development for future implementation of a district wide record retention and shredding policy
14. **Closed Session:**

Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.074 to discuss the following:

  - A. **Real Estate Acquisition**
  - B. **Pending and/or Potential Litigation**
  - C. **AI-47585** Reassignment of duties of Financial Officer, Accountant and/or Contracts Manager/Accounts Payable Clerk
15. **Open Session:**
  - A. **Real Estate Acquisition**
  - B. **Pending and/or Potential Litigation**
  - C. **AI-47586** Reassignment of duties of Financial Officer, Accountant and/or Contracts Manager/Accounts Payable Clerk
16. **Closed Session:**

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

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

**AI-47481**

**4.**

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted By: Sylvia Sanchez, DRAINAGE  
DISTRICT

Department: DRAINAGE DISTRICT

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**Information**

**CAPTION**

A. Approval of 2015 proposed Holidays.

B. Approval of Retiree medical plan premiums.

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/20/2014 02:05 PM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Sylvia Sanchez		Started On: 11/18/2014 02:22 PM
	Final Approval Date: 11/26/2014	

AI-47530

5.

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted For: Valde Guerra, HC Exec. Ofcr.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Board of Directors action on meeting date of September 23, 2014 of amendment to Interlocal Agreement between Hidalgo County and Drainage District No. 1 to include the procurement process by Hidalgo County of the Request for Proposals with Qualifications (RFP/Q NO: 2014-333-10-15-VYG)-Delinquent Tax Collection Services; discussion, consideration and approval (if applicable) of the following items as follow:

- a) Acceptance and approval of the negotiated contract with the number one ranked firm "Linebarger Goggan Blair & Sampson" including the firm's Best and Final Offer (BAFO) for the Delinquent Tax Collection Services;
- b) Selection by Board of Directors on contract term to be for a two (2) year term with the renewal option for an additional one (1) year OR an additional one(1)-two(2) year term *and/or* three (3) year term with one year renewal with same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCOUNT #:

FUNDS AVAILABLE? Y/N:

MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:

Drainage District No. 1 does not expend funds on this project inasmuch as it is borne by tax payer.

Attachments

AMENDED INTERLOCAL  
TWO WITH ONE YEAR  
THREE WITH ONE  
BEST AND FINAL OFFER  
agreement

Form Review

**Inbox**  
Budget & Management  
Final Approval

**Reviewed By**  
Debbie Tamez  
Monica Badillo

**Date**  
11/21/2014 04:23 PM  
11/26/2014 05:02 PM  
Started On: 11/21/2014 02:41 PM

Form Started By: Vangie Garcia

Final Approval Date: 11/26/2014



**AGENDA  
DRAINAGE DISTRICT  
BOARD OF DIRECTORS  
September 23, 2014  
9:00 A.M.**

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

**1. Roll Call**

All members of the Board were counted present.

**2. Open Forum**

No Open Forum discussions.

**3. Approval of Consent Agenda**

The Board moved to approve the Consent Agenda.

**4. AI-46585 A. Budget Process:**

1. Set date, time and place to adopt the District's 2014 Tax Rate
2. Set date, time and place to adopt the District's 2015 Annual Budget.

The adoption of the District's 2014 Tax Rate and the 2015 Annual Budget will take place on September 30, 2014 at 9:00 a.m. at the City of Edinburg Council Chambers.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval of Items 1 and 2 as stated above.

**Vote: 5 - 0 - Unanimously**

**5. AI-46584 A. Clarification purposes: On CC of 09-09-14 Purchasing reported that the method of procurement used in the solicitation of 2006 delinquent tax collection services project was through a RFQ w/P. However, the correct method of solicitation of Engagement of a Law Firm for the Collection of Delinquent Ad Valorem Taxes" was an RFP w/Q Request for Proposals with Qualifications);**

Ms. Darlene Betancourt read the item for clarification purposes.

B. Acceptance and approval of the amended Interlocal Agreement (as amended by legal) between Hidalgo County and Drainage District No. 1 to include the procurement process by Hidalgo County of the RFP/Q-Legal Services Delinquent Ad Valorem Tax Collection Services

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by

COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

6. **AI-46600** A.) Requesting approval to accept bid and approval to execute Requirements Agreement with multiple vendors meeting all specified requirements for RFB No. HCDD1-14-026-09-10 "Stone Rip Rap - Material". Avila Stone, LLC and Allied Aggregates, LLC.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

- B.) Requesting approval to purchase (2) two Air Chiller Fans in the amount of \$4455.28 from Alamo Iron Works through the Districts membership with BUYBOARD Contract No. 415-12.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 – Unanimously

### **2013 BOND SERIES**

- C.) Requesting approval to reject sole bid received as per Project Engineer recommendation for RFB No.: HCDD1-14-019-08-06 "Rehabilitation Improvements and Repairs for Weir No. 4 on Main Floodwater Channel in Willacy County".

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

- D.) Requesting approval to advertise for RFB No.: HCDD1-14-030-10-23 "Rehabilitation Improvements and Repairs for Weir No. 4 on Main Floodwater Channel in Willacy County".

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 – Unanimously

AI-46584

5.

DRAINAGE DISTRICT

Meeting Date: 09/23/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

A. Clarification purposes: On CC of 09-09-14 Purchasing reported that the method of procurement used in the solicitation of 2006 delinquent tax collection services project was through a RFQ w/P. However, the correct method of solicitation of Engagement of a Law Firm for the Collection of Delinquent Ad Valorem Taxes" was an RFP w/Q Request for Proposals with Qualifications); Item read by Darlene for Clarification Purposes Only.



B. Acceptance and approval of the amended Interlocal Agreement (as amended by legal) between Hidalgo County and Drainage District No. 1 to include the procurement process by Hidalgo County of the RFP/Q-Legal Services Delinquent Ad Valorem Tax Collection Services Approved

BACKGROUND

Attachments

agree

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 11:33 AM
Budget & Management	Debbie Tamez	09/18/2014 11:33 AM
Final Approval		
Form Started By: Monica Badillo		Started On: 09/18/2014 11:18 AM

STATE OF TEXAS       §  
COUNTY OF HIDALGO   §

**AMENDED AND RESTATED INTERLOCAL COOPERATION  
AGREEMENT BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
AND THE COUNTY OF HIDALGO**

This AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT by and between the Hidalgo County Drainage District No. 1 (the "District") and the County of Hidalgo (the "County"), is made effective the 2nd day of Sept., 2014, pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "Act") as follows:

**WITNESSETH**

**WHEREAS**, on or about September 20, 2005 the District and the County entered into an Interlocal Cooperation Agreement (the "Original Interlocal Agreement") regarding the County providing certain accounting and administrative services to District (the "Original Interlocal");

**WHEREAS**, numbered paragraph 2 of the Original Interlocal provides that County may, upon request by the District provide any additional services upon such terms and conditions as may be mutually agreed to between District and County;

**WHEREAS**, on or about December 26, 2007 District and County executed that certain amendment (the "First Amendment") to the Original Interlocal Agreement to delete numbered paragraphs 1.C, 1.D, 1.E and 1.F of numbered paragraph 1 and renumber paragraphs 1.G and 1.H as numbered paragraphs 1.C and 1.D;

**WHEREAS**, the First Amendment also terminated an Interlocal Cooperation Agreement dated December 28, 2006 and added the following paragraph as numbered paragraph 1.E to the Original Interlocal:

The County, through its Right of Way Department (the "Department"), shall assist the District with compliance and interpretation of procedures for right of way and real property acquisitions and all property acquisitions and real estate matters shall be conducted in the usual and customary manner of the Department on an as needed basis.

**WHEREAS**, the First Amendment also deleted Exhibit A of the Original Interlocal and substituted the following as Exhibit A to the original Interlocal:

For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and county but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum

of One Hundred Thousand Dollars (\$100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates County receives to be no less than the actual cost to County of the services provided.

**WHEREAS**, the District and County desire to amend the Original Interlocal by the addition of 1.E to provide County procurement of delinquent tax attorneys on behalf of District;

**WHEREAS**, the District and the County desire to amend and restate the Original Interlocal Agreement as hereinafter provided due to the First Amendment, the addition of delinquent tax attorney provision and to delete numbered paragraph 5 and substitute in lieu thereof a new numbered paragraph 5;

**WHEREAS**, the Original Interlocal Agreement is superseded by the terms of this Amended and Restated Interlocal Cooperation Agreement; and

**WHEREAS**, the District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 et. seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE**, District and County, in consideration of the mutual covenants expressed hereinafter, agree to amend and restate the interlocal agreement thereby superseding the Original Interlocal Agreement in its entirety by the terms of this Amended and Restated Interlocal Cooperation Agreement as follows;

1. Duties of County. Any all associated cost incurred related to the operation of departments.
  - A. County shall provide District, upon request, availability of prior years accounting information and records.
  - B. The County Treasurer shall in coordination with the Financial Officer prepare the District biweekly payroll and all related reports required and shall serve as the District Investment Officer until otherwise directed by the Board of Directors of District.
  - C. Upon request of the District, County shall obtain proposals for, evaluate and maintain in full force and effect (at District's expense) insurance coverage for the District.

D. The County's Information Technology (IT) personnel shall provide the District computer services related to District's use of County's computer system.

E. On behalf of District, County shall procure and select delinquent tax attorneys for District which delinquent tax shall be the same delinquent tax attorneys for the County. County when selecting delinquent tax attorneys for District shall provide in County's contract with such delinquent tax attorneys that any billing for services provided to District shall be separately billed to District.

2. **Additional Services.** County may provide, upon request by the District, any additional services upon such terms and conditions as may be mutually agreed to between District and County.

3. **Term of Agreement.** Unless termination occurs under the provisions of Paragraph 5.C of this Agreement, the term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one year periods unless prior to any anniversary date hereof, any party notifies the other in writing at least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.

4. **Compensation of County.** County shall be entitled to payment for services performed in the administration of this Agreement. Such payment shall be in accordance with the schedule hereto attached as Exhibit "A", which payments shall be made by the District within five (5) business days after receipt by the District of County's statement setting forth the amount due. If County fails to receive such payments within ten (10) business days after transmittal of such statement to District, then County shall have the right to offset any such amounts due against funds to be transmitted to District.

5. **Miscellaneous.**

A. This Agreement (exclusive of Exhibits attached hereto) may only be changed or modified by execution by the parties hereto of an amendment to this Agreement.

B. This Agreement (including the exhibits hereto) constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

C. Except as elsewhere provided herein, this Agreement is not

assignable by either County or District, in whole or in part. Notwithstanding anything to the contrary herein, the District may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.

- D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.
- E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- F. In the event any party hereto is required to employ counsel to enforce its rights under the terms and conditions of this Agreement, and such party prevails, as determined by a court of competent jurisdiction from which no appeal can be or is taken, such party shall be entitled to recover from the party against which it prevailed its reasonable attorney's fees and expenses plus costs of suit.
- G. County shall at all times be deemed an independent contractor with the District and this Agreement shall not be deemed to constitute County as a partner or joint venturer with District.
- H. Nothing herein contained shall be construed as prohibiting County or District from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.
- I. All notices, requests, demands or other documents which may be, or are required to be, given or delivered pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or delivered when served personally on an officer of the party to which they are to be given or delivered, or upon three (3) days after being deposited in the U.S. Mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as shown on

Exhibit "B" attached hereto.

- J. This Agreement shall be deemed a contract made under the laws of the State of Texas, and is performable in Hidalgo County, Texas.
- K. If any term or provision of this Agreement shall be determined to be illegal or unenforceable all other terms and provisions of this Agreement shall nevertheless remain effective.
- L. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.
- M. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
- N. No Waiver. No waiver *by* any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

APPROVED BY HIDALGO  
COUNTY DRAINAGE DISTRICT  
NO. 1 BOARD OF DIRECTORS  
ON: 9/23/14

By: Ramon Garcia  
Ramon Garcia, Chair, Board of Directors

HIDALGO COUNTY, TEXAS

By: Ramon Garcia  
Ramon Garcia, County of Hidalgo

ATTEST:

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:  
ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain  
Stephen L. Crain

## **EXHIBIT A**

For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and county but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars (\$100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates County receives to be no less than the actual cost to County of the services provided.

## **Agreement for Tax Collection Services**

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Hidalgo County Drainage District No. 1 (hereinafter referred to as the "Client").

### **Article I**

#### *Nature of Relationship*

**1.01** The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

**1.02** The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

### **Article 2**

#### *Scope of Services*

**2.01** The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

**2.02** The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

**2.03** Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

### **Article 3**

#### *Compensation*

**3.01** Client agrees to pay to the Firm, as compensation for the services required herein, fifteen (15%) percent of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

**3.02** The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

#### **Article 4** *Intellectual Property Rights*

**4.01** The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

**4.02** The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

#### **Article 5** *Costs*

**5.01** The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

**5.02** The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

**6.01** This Agreement shall be effective on January 1, 2015 (The "Effective Date") and shall expire on December 31, 2017 (the "Expiration Date") unless earlier terminated or extended as hereinafter provided.

The Contract term shall be for a two (2) year term, with the County's option to renew for an additional one (1) year term with the same fees, terms and conditions. Hidalgo County reserves the right to continue this contract for an additional ninety (90) day Grace Period at the end of the contract under the same rates, terms and conditions for unforeseen delay during the procurement process. Absent notice of non-renewal, termination or notice that the contract has been extended, the contract will automatically renew on a month-to-month basis absent a 30-day written notice from one party to the other of the termination of the contract.

**6.02** Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional two year period without the necessity of any further action by either party.

**6.03** If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

**6.04** Notwithstanding anything to the contrary herein, Client may terminate this Agreement without cause on thirty (30) days written notice to Firm.

**6.05** Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

**6.06** The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

## **Article 7**

### *Miscellaneous*

**7.01** *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and

responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

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**7.04** *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

**In consideration of the terms and compensation herein stated,** the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

**Hidalgo County Drainage District No. 1**

**Linebarger Goggan Blair  
& Sampson, LLP**

By: \_\_\_\_\_  
Ramon Garcia  
County Judge

By: \_\_\_\_\_  
Lucy G. Canales  
Capital Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_

**Zimbra****evangelina.garcia@co.hidalgo.tx.us****RE: Agreements-Delinquent Tax Collection Services****From :** Steve Crain <scrain@atlashall.com>

Mon, Nov 17, 2014 09:52 AM

**Subject :** RE: Agreements-Delinquent Tax Collection Services**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Looks good.

-----Original Message-----

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
Sent: Monday, November 17, 2014 9:18 AM  
To: Steve Crain  
Subject: Re: Agreements-Delinquent Tax Collection Services

Here you go Mr. Crain....

Thank you;

Vangie Y. Garcia, Contract's Manager  
Hidalgo County Purchasing Department  
2812 S. Business Hwy. 281  
Edinburg, Texas 785339  
Email: evangelina.garcia@co.hidalgo.tx.us  
Phone: 956-292-7000-Ext. 4856

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Hidalgo County Purchasing Department  
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From: "Steve Crain" <scrain@atlashall.com>  
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>  
Sent: Friday, November 14, 2014 3:59:25 PM  
Subject: RE: Agreements-Delinquent Tax Collection Services

Capitalize and bold the second sentence in 7.02.

## **Agreement for Tax Collection Services**

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Hidalgo County Drainage District No. 1 (hereinafter referred to as the "Client").

### **Article I**

#### *Nature of Relationship*

**1.01** The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

**1.02** The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

### **Article 2**

#### *Scope of Services*

**2.01** The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

**2.02** The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

**2.03** Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

### **Article 3**

#### *Compensation*

**3.01** Client agrees to pay to the Firm, as compensation for the services required herein, fifteen (15%) percent of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

**3.02** The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

#### **Article 4** *Intellectual Property Rights*

**4.01** The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

**4.02** The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

#### **Article 5** *Costs*

**5.01** The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

**5.02** The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

**6.01** This Agreement shall be effective on January 1, 2015 (The "Effective Date") and shall expire on December 31, 2018 (the "Expiration Date") unless earlier terminated or extended as hereinafter provided.

The Contract term shall be for a three (3) year term, with the County's option to renew for an additional one (1) year term with the same fees, terms and conditions. Hidalgo County reserves the right to continue this contract for an additional ninety (90) day Grace Period at the end of the contract under the same rates, terms and conditions for unforeseen delay during the procurement process. Absent notice of non-renewal, termination or notice that the contract has been extended, the contract will automatically renew on a month-to-month basis absent a 30-day written notice from one party to the other of the termination of the contract.

**6.02** Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional two year period without the necessity of any further action by either party.

**6.03** If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

**6.04** Notwithstanding anything to the contrary herein, Client may terminate this Agreement without cause on thirty (30) days written notice to Firm.

**6.05** Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

**6.06** The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

## **Article 7**

### *Miscellaneous*

**7.01** *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and

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**Hidalgo County Drainage District No. 1**

**Linebarger Goggan Blair  
& Sampson, LLP**

By: \_\_\_\_\_  
Ramon Garcia  
County Judge

By: \_\_\_\_\_  
Lucy G. Canales  
Capital Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_

Zimbra

evangelina.garcia@co.hidalgo.tx.us

---

**RE: Agreements-Delinquent Tax Collection Services**

---

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Mon, Nov 17, 2014 09:52 AM

**Subject :** RE: Agreements-Delinquent Tax Collection Services**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

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Capitalize and bold the second sentence in 7.02.



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

**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Honorable Lucy G. Canales, Capital Partner  
Linebarger Goggan Blair & Sampson

From: Vangie Y. Garcia, Contract Manager  
Hidalgo County Purchasing Department

Date: November 21, 2014

Re: Negotiation for -"Hidalgo County-Delinquent Tax Collection Services"  
(RFP/Q No: 2014-333-10-15-VYG)

Pursuant to action taken by Hidalgo County Commissioner's Court on Monday (November 10, 2014) a meeting was held at Atlas, Hall & Rodriguez Law Firm with Purchasing Department and Linebarger Goggan Blair & Sampson for the negotiation process of the above referenced project.

There will be three agreements with different terms each for Commissioners Court's discussion and action of selection of agreement with said term that will take place on the next available court date of Tuesday, December 2, 2014. You have provided two agreements already and will need to submit only the additional agreement with the three years with one year renewal option term.

In addition, same will apply to the Hidalgo County Drainage District No. 1 under the Drainage District's Board Meeting on same date of Tuesday, December 2, 2014; therefore, please forward three agreements with said different terms for the District.

And finally, the 15% percent rate fee as submitted in the RFP/Q was discussed with the conclusion by the firm that the percent rate will remain as is.

At this time, as it is part of the protocol, Hidalgo County Purchasing Department is requesting the firm to reconsider the 15% percent rate fee and submit a best and final offer.

Please submit the proposed "Best and Final Offer" by no later than 10:00 a.m. on Monday, November 24, 2014 and or sooner, if possible.

Best and final offer  15% fee

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956)292-7612.

Signed: Lucy G. Canales

Title: 11/21/2014

Printed Name: Lucy G. Canales

## **Agreement for Tax Collection Services**

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Hidalgo County Drainage District No. 1 (hereinafter referred to as the "Client").

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#### *Nature of Relationship*

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## **Article 6**

### *Term and Termination*

**6.01** This Agreement shall be effective on January 1, 2015 (The "Effective Date") and shall expire on December 31, 2017 (the "Expiration Date") unless earlier terminated or extended as hereinafter provided.

The Contract term shall be for a two (2) year term, with the County's option to renew for an additional one (1) - two (2) year term on the same fees, terms and conditions. Hidalgo County reserves the right to continue this contract for an additional ninety (90) day Grace Period at the end of the contract under the same rates, terms and conditions for unforeseen delay during the procurement process. Absent notice of non-renewal, termination or notice that the contract has been extended, the contract will automatically renew on a month-to-month basis absent a 30-day written notice from one party to the other of the termination of the contract.

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**Hidalgo County Drainage District No. 1**

**Linebarger Goggan Blair  
& Sampson, LLP**

By: \_\_\_\_\_  
Ramon Garcia  
County Judge

By: \_\_\_\_\_  
Lucy G. Canales  
Capital Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_

AI-47584

6.

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted For: Sylvia Sanchez, DD

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: DRAINAGE DISTRICT

---

Information

CAPTION

Discussion and direction as it pertains to Retention Schedule of records common to all Local Government and disposition of past and existing District documents

BACKGROUND

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Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/26/2014 10:36 AM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Monica Badillo		Started On: 11/26/2014 10:19 AM
	Final Approval Date: 11/26/2014	

AI-47494

7.

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted For: Yolanda Chapa

Submitted By: SANDRA DELEON, COUNTY  
JUDGE

Department: COUNTY JUDGE

---

Information

CAPTION

Authority for County Judge to sign letter dated November 14, 2014 acknowledging receipt of Disclosures by Underwriter/Senior Managing Underwriter Pursuant to MSRB Rule G-17, Hidalgo County Drainage District No. 1 Unlimited Tax Refunding Bonds, Series 2014 (the "Bonds").

BACKGROUND

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Attachments

letter

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/20/2014 02:13 PM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: SANDRA DELEON		Started On: 11/19/2014 12:07 PM
	Final Approval Date: 11/26/2014	

For Judge  
to Review  
A

**SAMCO CAPITAL MARKETS, INC.**  
8700 CROWN HILL BOULEVARD, SUITE 801  
SAN ANTONIO, TEXAS 78209

TELEPHONE 210-832-9760  
877-340-1370

FACSIMILE 210-832-0794

November 14, 2014

By Email

Honorable Raymon Garcia  
Chairman of the Board  
Hidalgo County Drainage District No. 1  
902 N. Doolittle  
Edinburg, Texas 78542

Re: Disclosures by Underwriter/Senior Managing Underwriter Pursuant to MSRB Rule G-17,  
Hidalgo County Drainage District No. 1 Unlimited Tax Refunding Bonds, Series 2014 (the  
"Bonds")

Dear Judge Garcia:

We are writing to provide you with certain disclosures relating to the Bonds, as required by the  
Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2012-25  
(May 7, 2012).

SAMCO Capital Markets, Inc. ("SAMCO") has been engaged or intends to serve as an  
underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the  
Bonds.

As part of our services as underwriter/senior managing underwriter, SAMCO may provide advice  
concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.  
As senior managing underwriter, we are providing this letter on behalf of the underwriters that are  
members of the underwriting syndicate for the Bonds. You also may receive additional separate  
disclosure letters pursuant to Rule G-17 from one or more co-managing underwriters for the Bonds.

1. Disclosures Concerning the Underwriters' Role:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

MEMBER FINRA/SIPC

November 14, 2014

Page 2

- The underwriters will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.
2. Disclosures Concerning the Underwriters' Compensation:
    - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
  3. Additional Conflicts Disclosures:
    - SAMCO has not identified any additional potential or actual material conflicts that require disclosure.
  4. Disclosures Concerning Complex Municipal Securities Financing:
    - In accordance with the requirements of MSRB Rule G-17, if SAMCO recommends a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

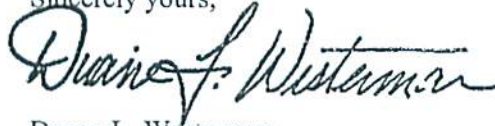
If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me at the address set forth above. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds.

Sincerely yours,



Duane L. Westerman  
Managing Director

Acknowledgement of Authorized Official

Ramon Garcia

Printed Name

\_\_\_\_\_  
Date

DLW:md

cc: Mr. Godfrey Garza	By Email
Ms. Lora Briones	By Email
Mr. Cris Vela	By Email
Mr. Jesus "Chuy" Ramirez	By Email
Mr. David Cepeda	By Email
Mr. W. Jeffrey Kuhn	By Email
Mr. Clay Binford	By Email
Mr. Chris Whitlock	By Email
Mr. Steve Sledge	By Email
Mr. Lee Maverick	By Email

**AI-47579**

**8.**

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted By: Lora Briones, DRAINAGE  
DISTRICT

Department: DRAINAGE DISTRICT

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**Information**

**CAPTION**

Request approval of negotiated contract with the highest ranked underwriter for the Refunding of a portion of the District's 2007 Bond Series.

**BACKGROUND**

This item was placed on the agenda for approval as per Steve Crain's request. Selection of the highest rank underwriter was made on November 10th, 2014 agenda.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/26/2014 11:18 AM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Lora Briones		Started On: 11/26/2014 10:00 AM
	Final Approval Date: 11/26/2014	

AI-47496

9.

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted By: Sylvia Sanchez, DRAINAGE  
DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

Requesting approval to pay invoice #10078804 as a claim to McCoys Building Supply in the amount of \$ 167.42 on PO#624562. (Two purchase orders issued for concrete mix, vendor use one purchase order number for both orders.)

BACKGROUND

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Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/20/2014 02:11 PM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Sylvia Sanchez		Started On: 11/19/2014 01:22 PM
	Final Approval Date: 11/26/2014	

**DRAINAGE DISTRICT****Meeting Date:** 12/02/2014Submitted By: Jaime Salazar, DRAINAGE  
DISTRICT

Department: DRAINAGE DISTRICT

## Information

## CAPTION

A.) Requesting approval to reject all bids received for RFB No. HCDD1-14-029-10-29 "Pueblo De Palmas Drainage Improvements".

B.) Requesting approval to re-advertise for RFB No. HCDD1-14-034-01-07 "Pueblo De Palmas Drainage Improvements".

C.) Requesting approval of Supplemental Agreement No. 1 with TEDSI Infrastructure Group to Agreement for Professional Services Hidalgo County Drainage District No.1 Master Drainage System ("MDS"). Extension of Termination Date.

**2013 BOND SERIES**

D.) Requesting approval of Notice to Suspend Work as it relates to Construction Contract No. HCDD1-14-008-07-08; "Pct. 2 Alamo Expressway Drain" due to lead time to manufacture Slide Gate. Resumption of Work Effective March 2, 2015.

E.) Requesting approval to accept bid and approval to award Construction Contract in the amount of \$283,595.20 to lowest bidder (GO Underground LLC) meeting all required specifications for RFB No. HCDD1-14-031-11-13 "Pct. 1- Rural Drainage Development - Spanish Palms Subdivision".

F.) Requesting approval of Amendment No. One to License No. LSF/G-1376 to USIBWC Permits as it relates to the South Mercedes Lateral Structure 164AL.

G.) Requesting approval of Amendment No. Two to License No. LSF/G-780 to USIBWC Permits as it relates to the East Donna Drain Structure 96AL.

H.) Requesting approval of Amendment No. One to License No. LSF/G-1541 to USIBWC Permits as it relates to the Mercedes Lateral Structure 601CL.

## BACKGROUND

## Attachments

Rec. Letter Pueblo De PalmasSa No. 1 TEDSINTS Pct. 2 Alamo Expwy DrainRec. Letter Pct. 1 Spanish PalmsIBWC Permit 1376

IBWC Permit 780

IBWC Permit 1541

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/26/2014 09:20 AM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Jaime Salazar		Started On: 11/25/2014 11:27 AM
	Final Approval Date: 11/26/2014	

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE

EDINBURG, TEXAS 78542

(956) 292-7080

FAX (956) 292-7089



GODFREY GARZA, JR.  
MANAGER

November 19, 2014

Mr. Godfrey Gaza Jr., CFM  
District Manager  
Hidalgo County Drainage District No. 1  
902 N. Doolittle Rd.  
Edinburg, TX 78542

Re: **RECOMMENDATION LETTER for RFB No. HCDD1-14-029-10-29**  
**“PUEBLO DE PALMAS DRAINAGE IMPROVEMENTS”**

Dear Mr. Garza:

Five Bids were submitted for above captioned RFB. Bid Tabulation is attached for your review. An error was found on Bid Proposal Form submitted by DK III Hornback Enterprises for line item No. 110 and 420. The lowest Bidder (Benchmark Utility Contractors, Inc.) submitted an incomplete bid; missing forms: Bidder Acknowledgement, Non Collusion, and Insurance Requirement Acknowledgment, therefore I recommend that HCDD1 request from our board to reject all Bids received and request approval re-advertise project.

Bidder	Total
Benchmark Utility Contractors, Inc.	\$9,899.30
L&G Concrete Construction	\$256,818.50
DK III Hornback Enterprises	\$440,111.64
IOC Company, LLC	\$571,120.00
Texas Cordia Construction	\$659,808.70

Should you have any questions, please do not hesitate to contact me.

Sincerely,

J. Noe Saldivar, P.E.  
Hydraulic Engineer  
Enclosures Recommendation letter, Bid Tabulations

HCDD NO.1  
 902 N. DOOLITTLE RD.  
 EDINBURG, TX 78542  
 (956) 292-7080  
 J. NOE SALDIVAR, P.E.  
 HYDRAULIC ENGINEER  
 LIC# 94076

**BID TABULATION**  
 BID NUMBER: HCDD1-14-029-10-29

**PROJECT NAME: "PUEBLO DE PALMAS DRAINAGE IMPROVEMENTS"**

DATE RECIEVED: . Nov. 12, 2014

TIME: 9:30 am

LOCATION: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Item No.	Estimated Quantity	Unit	Item Description	Benchmark Utility Contractors, Inc.		L&G Concrete Construction		DK III Hornback Enterprises		IOC Company, LLC		Texas Cordia Construction	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
110	106,986.00	CY	CHANNEL EXCAVATION	\$ 0.05	\$ 5,349.30	\$ 2.25	\$ 240,718.50	\$ 3.74	\$ 400,127.64	\$ 5.00	\$ 534,930.00	\$ 6.00	\$ 641,916.00
420	28.00	CY	CONCRETE STRUCTURE (DOWN DRAIN STRUCTURE)	\$ 100.00	\$ 2,800.00	\$ 275.00	\$ 7,700.00	\$ 800.00	\$ 22,400.00	\$ 800.00	\$ 22,400.00	\$ 401.00	\$ 11,228.00
472	7.00	EA	REMOVING AND RE-LAYING CULVERT AND STORM DRAIN PIPE	\$ 250.00	\$ 1,750.00	\$ 1,200.00	\$ 8,400.00	\$5,600.00	\$ 39,200.00	\$3,250.00	\$ 22,750.00	\$ 952.10	\$ 6,664.70
<b>TOTAL BID AMOUNT:</b>					<b>9,899.30</b>		<b>256,818.50</b>		<b>461,727.64</b>		<b>580,080.00</b>		<b>659,808.70</b>

## EXHIBIT "F"

### Supplemental Agreement Form

THE STATE OF TEXAS §  
                                          §  
COUNTY OF HIDALGO §

### SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Section 4 of the Agreement made by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through its **BOARD OF DIRECTORS**, hereinafter called the OWNER and TEDSI Infrastructure Group, professional engineers of Mission, Texas, hereinafter called the ENGINEER.

#### WITNESSETH

**WHEREAS**, the OWNER and the ENGINEER executed the Agreement on the 23rd day of March, 2004 concerning engineering and related services for the Preliminary Engineering, Final Design and Construction of the facilities for Phase II of Hidalgo County's Master Drain System, Hidalgo County, Texas (hereinafter referred to as the "Project"); and,

**WHEREAS**, Article 3 of the Agreement, "Termination Date", establishes that the Engineer shall notify the Owner in writing as soon as possible if it is determined that the work under this Agreement cannot be completed before Termination Date and the Owner may extend the Termination Date, at the Owner's sole discretion.

**WHEREAS**, it has become necessary to amend the contract to extend the Termination Date.

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#### AGREEMENT

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

I. Article 3 of the Agreement, "Termination Date", establishes That the Engineer shall notify the Owner in writing as soon as possible if it is determined that the work under this Agreement cannot be completed before Termination Date, and the Owner may extend the Termination Date. We are here by requesting to extend the Termination Date from December 31, 2014 to December 31, 2016.

**THE ENGINEER:  
TEDSI INFRASTRUCTURE GROUP**

**BY: \_\_\_\_\_  
Mark W. Lupher, Executive Vice President**

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

**BY: \_\_\_\_\_  
Ramon Garcia, Chairman**

LIST OF ATTACHMENTS  
NONE

**Attest as to Form:  
Atlas, Hall & Rodriguez, L.L.P.**

\_\_\_\_\_  
**By: Stephen L. Crain**

**DOS LOGISTICS, INC.**

<p><b>NOTICE TO SUSPEND, OR RESUME WORK ORDER</b></p>		OWNER <b>Hidalgo County Drainage District No. 1</b>
		PROJECT NUMBER <b>RFB No. HCDD1-14-008-03-19</b>
		PROJECT <b>Precinct No. 2 – Alamo Expressway Drain</b>
		NAME AND ADDRESS OF CONTRACTOR <b>Texas Cordia Construction, LLC 3149-A Center Point Drive Edinburg, Texas 78539</b>
ORDER NUMBER <b>No. 2</b>	DATE ISSUED <b>November 21, 2014</b>	

**THIS IS YOUR NOTICE TO SUSPEND, OR RESUME WORK ON THE CONTRACT AS NOTED.**

**SUSPENSION OF WORK**

You are to suspend work for the following reason(s): lead time to manufacture Slide gate.

Effective close of business November 21, 2014.

Type of Suspension  Total  Partial

No charge will be made against contract time for period of suspension.

Full count of contract time will continue.

An equitable adjustment of contract time will be made for period of partial suspension upon resumption work.

The Contractor shall, effective immediately, cease to issue any further orders and/or subcontracts for materials or services in support of this contract. The Contractor shall immediately comply with this order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this order during the period of work stoppage

**DO NOT RESUME WORK UNTIL YOU ARE NOTIFIED TO DO SO IN WRITING**

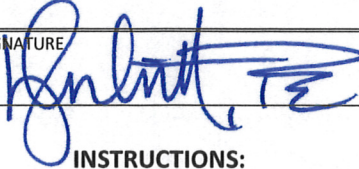
**RESUMPTION OF WORK**

Effective Beginning of Business March 2, 2015. New Contract ending Date; June 29, 2015

Time charged during period of partial suspension 0 calendar days.

SIGNATURE	TITLE	DATE

**PLEASE ACKNOWLEDGE RECEIPT BY RETURNING 1 COPY(S) TO DOS LOGISTICS, INC.**

SIGNATURE 	TITLE Yara Corbitt, President	DATE <u>11/21/14</u>
--------------------------------------------------------------------------------------------------	----------------------------------	-------------------------

**INSTRUCTIONS:**

If mailed to Contractor, send original by Certified Mail – Return Receipt Requested.

If delivered in person, have Contractor sign the acknowledgement and retain the original.

# TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

November 18, 2014

Mr. Godfrey Garza Jr., CFM  
Hidalgo County Drainage District No. 1 District Manager  
902 N. Doolittle Rd  
Edinburg TX 78542

**RE: Bid No. HCDD1-14-031-11-13 “Rural Drainage Development 2013 Bond Project Spanish Palms Subdivision)” Recommendation Award Letter**

Dear Mr. Garza:

Seven contractors submitted bids for above captioned Bid No. as follows:

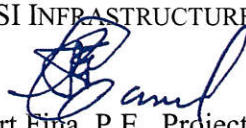
Bidder	TOTAL
Go Underground LLC	\$283,595.20
TxCordia Construction, LLC	\$351,470.00
Jimenez Engineering Solutions dba ICE	\$353,450.00
Clore Construction Company, LLC	\$363,135.18
Foremost Paving, Inc	\$393,758.90
Jimmy Closner & Sons Const. Co., Inc	\$444,336.00
CAS Companies, LP	\$562,371.23
Engineer's Estimate	\$386,253.60

A rounding error was found in CAS Companies bid. Error did not impact apparent low bid. Note that copies of the bid documents submitted to TEDSI for bid evaluation were missing the following documents: Conflict of Interest Questionnaire; Jimenez Engineering Solutions DBA ICE and Clore Construction Company, LLC; Addendum No. 1: Clore Construction Company. The lack of said documents does not impact the apparent low bidder.

Go Underground, LLC is the apparent low bidder. Apparent low bid is lower than Engineer's Estimate. It is our recommendation that HCDD1 award Bid to “Go Underground, LLC” for a total of **\$283,595.20**

Should you have any questions, please do not hesitate to contact me.

Sincerely,  
TEDSI INFRASTRUCTURE GROUP INC

  
Robert Fina, P.E., Project Engineer  
Enclosures: Bid Analysis, Bid tabulations  
Cc: Jaime Salazar, Buyer, HCDD1

SPEC NO.	DESCRIPTION	QTY	UNIT	Engineer's Estimate	
				UNIT PRICE (in figures)	UNIT TOTAL (in figures)
31-10-00	PREPARING ROW	21.0	STA	\$1,953.00	\$41,013.00
35-10-00	EXCAVATION (ROADWAY AND CHANNEL)	1046	CY	\$3.26	\$3,409.96
160-2003	FURNISHING AND PLACING TOPSOIL (4")	4101	SY	\$0.85	\$3,485.85
31-64-00	DRILL SEEDING (PERM) (RURAL) (CLAY)	4356	SY	\$1.00	\$4,356.00
31-64-00	DRILL SEEDING (TEMP) (WARM)	4356	SY	\$1.00	\$4,356.00
31-68-00	VEGETATIVE WATERING	137	MG	\$14.97	\$2,050.89
402-2001	TRENCH EXCAVATION PROTECTION	1978	LF	\$0.91	\$1,799.98
432-2001	RIPRAP (CONC)(4 IN)	12	CY	\$384.40	\$4,612.80
60-64-00	RC PIPE (CL III)(24 IN)(SPL)	96	LF	\$54.00	\$5,184.00
60-64-00	RC PIPE (CL III)(30 IN)(SPL)	380	LF	\$74.00	\$28,120.00
60-64-00	RC PIPE (CL III)(36 IN)(SPL)	1468	LF	\$104.00	\$152,672.00
60-65-00	INLET (COMPL)(TY C)	1	EA	\$3,457.00	\$3,457.00
60-65-00	MANH (COMPL)(JUNCT BOX)(TY M)	9	EA	\$4,600.00	\$41,400.00
476-2004	JACK BOR OR TUN PIPE(36 IN)(RC)(CL III)	80	LF	\$665.43	\$53,234.40
60-96-00	REMOV STR (SET)	6	EA	\$200.00	\$1,200.00
60-96-00	REMOV STR (PIPE)	145	LF	\$8.78	\$1,273.10
530-2011	DRIVEWAYS (ACP)	362	SY	\$31.30	\$11,330.60
01-57-00	ROCK FILTER DAMS (INSTALL) (TY 1)	30	LF	\$19.00	\$570.00
01-57-00	ROCK FILTER DAMS (REMOVE)	30	LF	\$16.14	\$484.20
01-57-00	CONSTRUCTION EXITS (INSTALL) (TY 2)	78	SY	\$16.03	\$1,250.34
01-57-00	CONSTRUCTION EXITS (REMOVE)	78	SY	\$6.26	\$488.28
01-57-00	FRNT END LOADER WORK (ERSN & SEDM CONT)	8	HR	\$70.10	\$560.80
01-57-00	TEMPORARY SEDIMENT CONTROL FENCE INSTLL	446	LF	\$4.40	\$1,962.40
01-57-00	BIOGRD EROSN CONT LOGS (12" DIA)INSTALL	500	LF	\$5.39	\$2,695.00
01-57-00	BIODEGRADBLE EROSION CONTROL LOGS REMOV	500	LF	\$0.94	\$470.00
01-57-00	TEMPORARY SEDIMENT CONTROL FENCE REMOVE	446	LF	\$2.10	\$936.60
TOTAL				\$386,253.60	

APPARENT LOW BIDDER			
Go Underground LLC			
UNIT PRICE	UNIT TOTAL	% +/-	
\$200.00	\$4,200.00	-89.8%	
\$1.80	\$1,882.80	-44.8%	
\$1.70	\$6,971.70	+100.0%	
\$0.50	\$2,178.00	-50.0%	
\$0.50	\$2,178.00	-50.0%	
\$15.00	\$2,055.00	+0.2%	
\$1.00	\$1,978.00	+9.9%	
\$350.00	\$4,200.00	-8.9%	
\$53.75	\$5,160.00	-0.5%	
\$69.65	\$26,467.00	-5.9%	
\$94.45	\$138,652.60	-9.2%	
\$2,500.00	\$2,500.00	-27.7%	
\$3,650.00	\$32,850.00	-20.7%	
\$401.00	\$32,080.00	-39.7%	
\$200.00	\$1,200.00	+0.0%	
\$9.00	\$1,305.00	+2.5%	
\$26.05	\$9,430.10	-16.8%	
\$50.00	\$1,500.00	+163.2%	
\$20.00	\$600.00	+23.9%	
\$20.00	\$1,560.00	+24.8%	
\$10.00	\$780.00	+59.7%	
\$45.00	\$360.00	-35.8%	
\$3.50	\$1,561.00	-20.5%	
\$2.00	\$1,000.00	-62.9%	
\$1.00	\$500.00	+6.4%	
\$1.00	\$446.00	-52.4%	
TOTAL		\$283,595.20	-26.6%

TxCordia Construction, LLC			
UNIT PRICE	UNIT TOTAL	% +/-	
\$710.00	\$14,910.00	-63.6%	
\$10.00	\$10,460.00	+206.7%	
\$1.00	\$4,101.00	+17.6%	
\$0.50	\$2,178.00	-50.0%	
\$0.50	\$2,178.00	-50.0%	
\$44.00	\$6,028.00	+193.9%	
\$4.00	\$7,912.00	+339.6%	
\$446.00	\$5,352.00	+16.0%	
\$60.00	\$5,760.00	+11.1%	
\$75.00	\$28,500.00	+1.4%	
\$99.00	\$145,332.00	-4.8%	
\$2,618.00	\$2,618.00	-24.3%	
\$4,400.00	\$39,600.00	-4.3%	
\$675.00	\$54,000.00	+1.4%	
\$96.00	\$576.00	-52.0%	
\$7.00	\$1,015.00	-20.3%	
\$34.00	\$12,308.00	+8.6%	
\$65.00	\$1,950.00	+242.1%	
\$30.00	\$900.00	+85.9%	
\$6.00	\$468.00	-62.6%	
\$5.00	\$390.00	-20.1%	
\$137.00	\$1,096.00	+95.4%	
\$2.00	\$892.00	-54.5%	
\$4.00	\$2,000.00	-25.8%	
\$1.00	\$500.00	+6.4%	
\$1.00	\$446.00	-52.4%	
TOTAL		\$351,470.00	-9.0%

Jimenez Engineering Solutions dba ICE			
UNIT PRICE	UNIT TOTAL	% +/-	
\$600.00	\$12,600.00	-69.3%	
\$5.00	\$5,230.00	+53.4%	
\$3.00	\$12,303.00	+252.9%	
\$1.00	\$4,356.00	+0.0%	
\$1.00	\$4,356.00	+0.0%	
\$25.00	\$3,425.00	+67.0%	
\$5.00	\$9,890.00	+449.5%	
\$280.00	\$3,360.00	-27.2%	
\$52.00	\$4,992.00	-3.7%	
\$69.00	\$26,220.00	-6.8%	
\$93.00	\$136,524.00	-10.6%	
\$4,450.00	\$4,450.00	+28.7%	
\$5,500.00	\$49,500.00	+19.6%	
\$650.00	\$52,000.00	-2.3%	
\$150.00	\$900.00	-25.0%	
\$30.00	\$4,350.00	+241.7%	
\$25.00	\$9,050.00	-20.1%	
\$50.00	\$1,500.00	+163.2%	
\$20.00	\$600.00	+23.9%	
\$15.00	\$1,170.00	-6.4%	
\$5.00	\$390.00	-20.1%	
\$250.00	\$2,000.00	+256.6%	
\$3.00	\$1,338.00	-31.8%	
\$4.00	\$2,000.00	-25.8%	
\$1.00	\$500.00	+6.4%	
\$1.00	\$446.00	-52.4%	
TOTAL		\$353,450.00	-8.5%

Clare Construction Company, LLC			
UNIT PRICE	UNIT TOTAL	% +/-	
\$1,556.29	\$32,682.09	-20.3%	
\$5.32	\$5,564.72	+63.2%	
\$1.53	\$6,274.53	+80.0%	
\$0.13	\$566.28	-87.0%	
\$0.05	\$217.80	-95.0%	
\$87.09	\$11,931.33	+481.8%	
\$5.01	\$9,909.78	+450.5%	
\$409.59	\$4,915.08	+6.6%	
\$52.04	\$4,995.84	-3.6%	
\$75.97	\$28,868.60	+2.7%	
\$94.44	\$138,637.92	-9.2%	
\$2,448.70	\$2,448.70	-29.2%	
\$4,944.95	\$44,504.55	+7.5%	
\$629.44	\$50,355.20	-5.4%	
\$290.20	\$1,741.20	+45.1%	
\$14.70	\$2,131.50	+67.4%	
\$29.89	\$10,820.18	-4.5%	
\$26.71	\$801.30	+40.6%	
\$8.62	\$258.60	-46.6%	
\$16.37	\$1,276.86	+2.1%	
\$5.82	\$453.96	-7.0%	
\$64.98	\$519.84	-7.3%	
\$1.94	\$865.24	-55.9%	
\$3.36	\$1,680.00	-37.7%	
\$1.00	\$500.00	+6.4%	
\$0.48	\$214.08	-77.1%	
TOTAL		\$363,135.18	-6.0%

BIDDER REVIEW ITEMS	A	B	C	D	E	F	G	H
Go Underground LLC	✓	✓	✓	✓	✓	✓	✓	✓
TxCordia Construction, LLC	✓	✓	✓	✓	✓	✓	✓	✓
Jimenez Engineering Solutions dba ICE	✓	✓	✓	✓	✓	✓	✗	✓
Clare Construction Company, LLC	✓	✓	✓	✓	✓	✓	✗	✓
Foremost Paving, Inc	✓	✓	✓	✓	✓	✓	✓	✓
Jimmy Closser & Sons Const. Co., Inc.	✓	✓	✓	✓	✓	✓	✓	✗
CAS Companies, LP	✓	✓	✓	✓	✓	✓	✓	✓

- LEGEND**
- A) Bidders Acknowledgement
  - B) Project Requirements
  - C) Bid Proposal
  - D) Bid Bond
  - E) Insurance Requirement Acknowledgment
  - F) Non-Collusion Affidavit of Prime Member
  - G) Conflict of Interest
  - H) Addendum No. 1

**BID ANALYSIS**  
 Spanish Palms Subdivision  
 Hidalgo County Drainage District No. 1  
 Bid Number: HCDD1-14-031-11-13

CONSULTANT ANALYSIS OF BIDS:



Roberto Fina, P.E. TEDSI Infrastructure Group, Inc.

11/18/2014

DATE

Foremost Paving, Inc			
UNIT PRICE	UNIT TOTAL	% +/-	
\$400.00	\$8,400.00	-79.5%	
\$9.00	\$9,414.00	+176.1%	
		-100.0%	
\$1.50	\$6,151.50	+76.5%	
\$0.70	\$3,049.20	-30.0%	
\$0.70	\$3,049.20	-30.0%	
\$35.00	\$4,795.00	+133.8%	
\$1.00	\$1,978.00	+9.9%	
\$700.00	\$8,400.00	+82.1%	
\$80.00	\$7,680.00	+48.1%	
\$83.00	\$31,540.00	+12.2%	
\$110.00	\$161,480.00	+5.8%	
\$2,800.00	\$2,800.00	-19.0%	
\$4,700.00	\$42,300.00	+2.2%	
\$900.00	\$72,000.00	+35.3%	
\$300.00	\$1,800.00	+50.0%	
\$10.00	\$1,450.00	+13.9%	
\$50.00	\$18,100.00	+59.7%	
\$50.00	\$1,500.00	+163.2%	
\$30.00	\$900.00	+85.9%	
\$13.00	\$1,014.00	-18.9%	
\$6.00	\$468.00	-4.2%	
\$95.00	\$760.00	+35.5%	
\$4.00	\$1,784.00	-9.1%	
\$4.00	\$2,000.00	-25.8%	
\$1.00	\$500.00	+6.4%	
\$1.00	\$446.00	-52.4%	
TOTAL		\$393,758.90	+1.9%

Jimmy Closser & Sons Const. Co., Inc.			
UNIT PRICE	UNIT TOTAL	% +/-	
\$300.00	\$6,300.00	-84.6%	
\$6.00	\$6,276.00	+84.0%	
		-100.0%	
\$7.00	\$28,707.00	+723.5%	
\$1.00	\$4,356.00	+0.0%	
\$1.00	\$4,356.00	+0.0%	
\$75.00	\$10,275.00	+401.0%	
\$5.00	\$9,890.00	+449.5%	
\$250.00	\$3,000.00	-35.0%	
\$70.00	\$6,720.00	+29.6%	
\$100.00	\$38,000.00	+35.1%	
\$120.00	\$176,160.00	+15.4%	
\$9,500.00	\$9,500.00	+174.8%	
\$5,500.00	\$49,500.00	+19.6%	
\$750.00	\$60,000.00	+12.7%	
\$120.00	\$720.00	-40.0%	
\$10.00	\$1,450.00	+13.9%	
\$25.00	\$9,050.00	-20.1%	
\$70.00	\$2,100.00	+268.4%	
\$60.00	\$1,800.00	+271.7%	
\$35.00	\$2,730.00	+118.3%	
\$35.00	\$2,730.00	+459.1%	
\$130.00	\$1,040.00	+85.4%	
\$4.00	\$1,784.00	-9.1%	
\$10.00	\$5,000.00	+85.5%	
\$4.00	\$2,000.00	+325.5%	
\$2.00	\$892.00	-4.8%	
TOTAL		\$444,336.00	+15.0%

CAS Companies, LP			
UNIT PRICE	UNIT TOTAL	% +/-	
\$187.97	\$3,947.38	-90.4%	
\$24.34	\$25,461.94	+646.7%	
		-100.0%	
\$5.92	24282.34908	+596.6%	
\$1.03	\$4,470.65	+2.6%	
\$0.96	\$4,184.07	-3.9%	
\$34.87	\$4,776.99	+132.9%	
\$13.82	27327.73152	+1418.2%	
\$125.00	1500.0576	-67.5%	
\$126.97	\$12,189.52	+135.1%	
\$142.76	\$54,250.21	+92.9%	
\$184.87	\$271,387.88	+77.8%	
\$4,605.28	\$4,605.28	+33.2%	
\$3,553.30	\$31,979.73	-22.8%	
\$316.45	\$25,315.89	-52.4%	
\$790.13	\$4,740.81	+295.1%	
\$66.45	9634.9049	+656.8%	
\$79.61	\$28,817.22	+154.3%	
\$60.36	\$1,810.66	+217.7%	
\$29.61	\$888.16	+83.4%	
\$99.34	\$7,748.71	+519.7%	
\$79.61	\$6,209.23	+1171.7%	
\$119.08	\$952.64	+69.9%	
\$3.66	\$1,631.43	-16.9%	
\$4.61	\$2,302.64	-14.6%	
\$1.97	\$986.85	+110.0%	
\$2.17	968.29276	+3.4%	
TOTAL		562371.2257	+45.6%

Unit Prices RULES OVER Unit Total and Total Amounts. Unit Total and Total Amount Adjusted

AMENDMENT NO.: ONE  
LICENSE NO.: LSF/G-1376  
PROJECT: LOWER RIO GRANDE FLOOD  
CONTROL PROJECT

INTERNATIONAL BOUNDARY & WATER COMMISSION  
UNITED STATES AND MEXICO  
THE COMMONS, BUILDING C, SUITE 100  
4171 NORTH MESA STREET  
EL PASO, TEXAS 79902

License No. LSF/G-1376 is amended as follows:

1 – 5' X 5' concrete box with sluice valve assembly, designated as "Structure 164AL", eighteen inch (18") steel pipe, 2 – twelve inch (12") steel pipes, and a 6' x 6' x 6' concrete intake and gate, to be placed through the north levee of the Arroyo Colorado Floodway, south of the City of Mercedes, Hidalgo County, Texas.

LICENSE NO. LSF/G-1376, dated February 4, 1987, and all Amendment(s) if any to said license, shall remain in full force and effect in all respects not herein specifically revised.

Please note your acceptance in the space provided below and execute in duplicate.

Licensee: Hidalgo County Drainage District No. 1

By: \_\_\_\_\_  
Ramon Garcia, Chairman

**Edward Drusina, P.E.**  
**United States Commissioner**  
**International Boundary & Water Commission**  
**United States and Mexico**

By: \_\_\_\_\_  
Jose A. Nuñez, P.E., Principal Engineer  
Engineering Department

Date: \_\_\_\_\_

**GENERAL CONDITIONS OF LICENSE**

- GC 1 Licensee shall construct, operate, and maintain the works licensed herein so as not to interfere in any manner whatsoever with the construction, operation, and maintenance of the Project or any part thereof, and Licensee hereby waives any and all claims against the USIBWC, its officers, agents, and employees on account of any damage which may be caused to said works of Licensee, directly or indirectly by, through, or on account of any work done or authorized to be done under authority of the USIBWC.
- GC 2 Licensee shall take all prudent safety precautions to protect the general public and other, including, where necessary, the erection of barricades and precautions against endangerment from pipelines, electric lines, and other facilities, whether buried or above ground. Littering and pollution are specifically forbidden.
- GC 3 All work in connection with the construction, operation, and maintenance of the licensed works shall be subject to the inspection and approval of the authorized representatives of the USIBWC, and subject to such repairs, and to such rules and regulations as may be determined to be necessary by USIBWC.
- GC 4 Licensee shall construct the licensed works as indicated on plans submitted and at locations shown on the attached maps and plats, and this license shall be limited to the works licensed herein; and any additions to, or changes in such works shall be permitted only by suitable written amendment to this license, whether such additions or changes are for the benefit of Licensee or other parties, whether individual, corporate, or otherwise.
- GC 5 The works authorized to be constructed by this license shall be commenced within six (6) months of the date of the license and completed within one (1) year from the date of the license. If same are not commenced within six (6) months and completed one (1) year, then this license shall automatically become null and void and shall thereafter have no force and effect.
- GC 6 Licensee shall be liable for any and all damage to the property of the USIBWC or of any third person or persons by reason of the exercise of privileges conferred by this license; and shall save the USIBWC harmless from any and all claims which any person may have or claim to have, directly or indirectly, arising out of or in any way connected with the construction, operation, and maintenance of said works.
- GC 7 This license shall continue so long as in the opinion of the USIBWC it is considered to be expedient and not detrimental to the public interest, and shall be revocable by the USIBWC upon ninety (90) days' written notice to Licensee. Licensee represents no willful trespass shall be committed upon the properties of others and that no willful violation of Federal, State, and local laws and ordinances shall be committed by Licensee or by Licensee's representative or invitees in the construction, operation and maintenance and use of the licensed works.
- GC 8 In the event this license is revoked by the USIBWC, or licensed work is not completed within one (1) year, or Licensee no longer desires, or fails for a period of twelve (12) consecutive months to use the licensed works for the purpose herein granted, Licensee shall promptly remove all equipment and/or work materials and restore premises to the original condition to the satisfaction of the USIBWC. Should Licensee fail to comply herewith, the USIBWC may perform such removal and restoration at Licensee's expense and Licensee waives any claim to the material salvaged or destroyed.

- GC 9 Rights to the use of waters of the State of Texas and reservoirs thereon within the State of Texas are governed by and are entirely under the control of said State, and the exercise of the privileges conferred by this license affecting use of such waters is contingent upon Licensee having a valid water right from the State of Texas. Licensee understands and agrees that the granting of this license or the approval of the plans and specifications by the USIBWC shall not be construed as passing upon the validity of, or as altering, enlarging or affecting in any manner or to any extent whatsoever, any right or rights which Licensee may have or claim to have to divert, use, or withdraw water from the Rio Grande, other streams, channels, or bodies of water, or from any water wells wherever located.
- GC 10 If at any time, in the opinion of the USIBWC, the licensed works should interfere within construction, operation and maintenance of the Project, Licensee agrees at Licensee's own expense, upon written notice from the USIBWC, to make such alterations with reference to the location and construction of said works as may be deemed advisable by USIBWC; and the decision of the USIBWC as to the necessity and nature of such alterations shall be binding upon Licensee.
- GC 11 In the event it becomes necessary for the USIBWC to make any modifications in its project, necessitating changes in the licensed works, as determined by the USIBWC, Licensee, shall make such changes at Licensee's sole expense, within ninety (90) days after receipt of written notice thereof. Upon Licensee's failure to make such changes or to perform other work as herein provided, the USIBWC may perform same at Licensee's expense.
- GC 12 Licensee accepts this license with the understanding that where the USIBWC has an easement only over the land for which application for license is made, the USIBWC makes no warranty, express or implied, that the terms of such easement are sufficiently broad to authorize the licensed works or ingress or egress to such works without authorization also of the owners in fee of the land involved.
- GC 13 No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS**

- CR 1 Licensee shall construct, operate, and maintain 1 – 5' X 5' concrete box drainage structure with sluice valve gate assembly, designated as "Structure 164AL", to be placed through the north levee of the Arroyo Colorado Floodway, south of the City of Mercedes, Hidalgo County, Texas. The licensee shall also construct, operate, and maintain concrete landing area that will allow for an auxiliary pumping system to attach to 2 – 12" steel pipes with check valves on the land side and connect to 1 – 18" steel pipe with a check valve on the flood side that ties into the structure riser.
- CR 2 Licensee shall schedule the work authorized under this license for the period of November 1<sup>st</sup> to June 1<sup>st</sup>.
- CR 3 The Licensee shall maintain 24-hour emergency service equipment and personnel during construction work on USIBWC Right-of-Way. The Licensee will be required to take immediate action upon notification by USIBWC to backfilling and compacting all excavated trenches and to reconstruct the levee to its original condition to prevent any flooding. The Licensee will also be required to remove all excess material from the floodplain and levees. The Licensee shall furnish to the USIBWC, the names and telephone numbers of two persons responsible for this emergency service. Any damages and cost associated with such, to person(s) or property resulting from the Licensee's failure to conduct the necessary emergency measures will be the Licensee's responsibility.
- CR 4 The Licensee must contact applicable underground utilities and/or utility location services for site clearance prior to any scheduled construction. In Texas, the Texas Excavation Safety System 1-800-DIG-TESS (1-800-344-8377) [www.digtess.org](http://www.digtess.org) Lone Star Notification Center (800) 669-8344 or (713) 223-4567, and Texas One Call System (800) 245-4545 or (412) 415-5000 offers these services. This requirement is a standard for any project that includes excavation and/or trenching. Damage to underground gas or hydrocarbon lines could cause a dangerous release or harmful compounds. For most excavations, this clearance is a legal requirement in accordance with the Texas Utilities Code Title 5, Chapter 251.
- CR 5 The excavation through the levee and berm area (35 feet from the levee toe) for the length of the structure shall have a side slope of one vertical foot to one horizontal foot (1:1) minimum or flatter and shall be excavated to maintain the 1:1 slope from the top of the levee or berm area to the bottom of the cut. During the excavation for the structure, if unsuitable material is encountered, the Licensee shall keep it separate from suitable material and shall not use it for backfill. Unsuitable materials shall be any soil classified in accordance with ASTM D2487-93 as organic (OL, OH, or PT), elastic silts (MH), fat clays (CH), clean sands (SW, SP, SW-SM, SW-SC, SP-SM, or SP-SC), or clean gravels (GW, GP, GW-GM, GW-GC, GP-GM, or GP-GC). Where imported material is required for backfill, it shall consist of natural soil which is not judged unsuitable according to the above criteria. All fill material shall be free from roots, trash, organic matter, and other objectionable material. The Licensee shall supply soil classification test results for any borrow source proposed for use.

- CR 6 Backfill of the north side high ground, including any bedding material for the pipe, shall consist of suitable material placed in horizontal lifts not exceeding six (6") inches in compacted thickness. Suitable material shall be imported material as defined in CR 5, or material excavated from the levee or foundation, which is not judged unsuitable according to CR 5. Backfill shall be brought up evenly on both sides of each pipe to avoid unequal side loads that could fail or move the pipe. Backfill material used shall have a uniform moisture content within +/- 3% of optimum.

Each layer of material shall be bonded to the next and shall be compacted to not less than 95% of maximum density, as determined by ASTM Designation: D 698, Method A. Material immediately adjacent to the pipe and/or structure(s) that cannot be compacted by mechanical equipment shall be hand tamped to meet the aforementioned specifications. Backfill outside the Levee and berm area 35 feet from the levee toe, shall approximate that of the surrounding natural ground.

The Licensee shall repair any settlement in the trench which may occur within one (1) year of completion of the licensed work. Test to verify moisture content, compaction, or soil classification as may be determined to be necessary by the USIBWC, shall be performed by an independent testing laboratory at the expense of the Licensee. The USIBWC's representative will designate the times and locations of the test.

The structure shall be installed in the dry, and a dewatering system shall be used where necessary.

- CR 7 HG-560 WATER CONTROL GATE or equal shall be used. All anchor bolts in the gatewell and gate stem shall be stainless steel.

- CR 8 Licensee shall install a gatewell operation platform at least three (3') feet from the ground. Licensee shall install and maintain a galvanized, or equivalent, grill/grating over the gatewell opening.

- CR 9 Licensee shall restore the surface of the levee crown, slopes, and ramps, along with all caliche surfacing disturbed by the excavations with a minimum thickness of six (6") inches of compacted caliche surfacing material. The surfacing shall be compacted to not less than 90% of maximum density, as determined by ASTM Designation: D 698, Method A.

Should settlement of the repaired roadway occur within one year following completion of work, Licensee shall rework and relay the road surface, bringing it up to its original grade.

Caliche surfacing material shall be uniformly graded and shall meet the requirements of "Texas Department of Transportation, 1993 Standard Specifications for Construction of Highways, Streets, and Bridges" for Item 247 Flexible Base, Type D, Grade 5.

- CR 10 Two cut-off collars shall be installed on the structure, one of the collars shall be incorporated into the gatewell structure, and the other located within the high ground area.

- CR 11 Licensee must obtain approval from the USIBWC, before placing any excess material excavated from the structure, and the material excavated from the drain ditch on USIBWC Right-of-Way. No berms may be left or placed inside the floodplain.
- CR 12 Licensee shall be responsible for keeping the work site and drain ditches clean and free of all trash, brush, debris, and other materials that may impede the normal flow of drainage waters. When dredging the drain ditch, spoil may be placed along the edge of the drain ditch on USIBWC Right-of-Way. However, when the spoil has dried, all of the material must be picked up and the area left in a clean smooth manner acceptable to the USIBWC. No berms may be left or placed inside the floodplain.
- CR 13 In the event erosion develops within the drain or at its junction with the pilot channel, the Licensee will be required to control the erosion by placing riprap or using other methods acceptable to the USIBWC.
- CR 14 Upon completion of the construction, the worksite within the USIBWC Right-of-Way shall be left in a clean and neat appearing condition with all debris and excess material removed from the site. That portion and area disturbed in the process of constructing the structure shall be re-seeded with "Bermuda-type NK-37" or other native grasses. Seeds may be broadcast along with a good commercial grade fertilizer 16-20-0 or 16-8-8. Licensee shall water as frequently as necessary for a period of twenty-one (21) days to ensure a germination rate of not less than eighty percent (80%).
- CR 15 The Licensee shall comply with all requirements of the United States Fish and Wildlife Service according to their letter, Consultation No. 02ETCC00-2014-I-0005, dated September 12, 2013.
- CR 16 Notice is to be provided to the USIBWC if this facility is abandoned or is changed or modified in any manner, which may affect the scope of this license. At such time as the facility is abandoned and upon request of the USIBWC the area shall be restored to its previous condition by the Licensee.
- CR 17 Protections of Existing Improvements  
During construction of works covered by this license care shall be exercised to prevent damage to existing United States facilities or their licensed installations. Any facilities damaged as a result of the construction shall be repaired or replaced at the Licensee's expense to the satisfaction of the USIBWC. Levee roads and slopes, and ramp roads are included in each facility.
- CR 18 Safety to the Public  
The Licensee shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flagmen, danger signals, and signs; and shall take all necessary precautions for the protection of the work and the safety of the public. Roads closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night by lights kept burning from sunset until sunrise.

CR 19 Landscape Preservation

The Licensee shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent work, for approved construction roads and for excavation operations, all trees, native shrubbery, and vegetation shall be reserved and shall be protected from damage, which may be caused by the Licensee's construction operations and equipment. Movement of crews and equipment within the right-of-way and over routes used for access to the work shall be performed in a manner to prevent damage to United States' facilities.

Where unnecessary destruction, scarring, damage, or defacing may occur as a result of the Licensee's operations as determined by the USIBWC, the same shall be repaired, or otherwise corrected at the Licensee's expense.

CR 20 Prevention of Water Pollution

The Licensee shall comply with applicable Federal and State laws, orders, and regulations concerning the control and abatement of water pollution.

The Licensee's construction activities shall be performed by methods that will prevent entrance, or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes into the Rio Grande, flowing or dry watercourses, and groundwater sources.

Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Sanitary wastes shall be disposed of in accordance with State and local laws and ordinances.

Dewatering work for structure foundations or earthwork operations near streams or watercourses shall be conducted in a manner to prevent excessive muddy water and eroded materials from entering the Rio Grande or watercourses by construction of intercepting ditches, bypass channels, barriers, settling ponds, or by other approved means. All dewatering activities must be in accordance with local, state, and federal regulations. Mechanized equipment shall not be unnecessarily operated in flowing water.

CR 21 Abatement of Air Pollution

The Licensee shall comply with applicable Federal, State, interstate and local laws and regulations concerning the prevention and control of air pollution.

In conduct of construction activities and operation of equipment, the Licensee shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize atmospheric emissions or discharges of air contaminants. Equipment and vehicles that show excessive emissions shall not be operated until corrective repairs or adjustments are made.

The Licensee's methods of storing and handling cement shall include means of controlling atmospheric discharges of dust.

During the performance of the work required by these specifications or any operations appurtenant thereto, whether on right-of-way provided by the United States or elsewhere, the Licensee shall furnish all of the labor, equipment, materials, and means required, and shall carry out proper and efficient measures wherever and as often as necessary to reduce the dust

nuisance, and to prevent dust which has originated from his operations from damaging crops, lands, and dwellings, or causing a nuisance to persons. The Licensee will be held liable for any damage resulting from dust originating from his operations under these specifications on United States Right-of-Way or elsewhere.

- CR 22 The Licensee shall provide a full-time construction inspector for the duration of the work. The construction inspector shall be responsible for overall construction requirements and must be on-site during all compacted embankment work.
- CR 23 The Licensee shall ensure that the design of the proposed culvert meets or exceeds current U.S. Army Corps of Engineers (USACE), inclusive of Engineering Manual for Design and Construction of Levees (EM 1110-2-1913, April 2000), and the Federal Emergency Management Agency (FEMA) design standards for structures through levees, so that the levee segment can be accredited by FEMA.
- CR 24 The Licensee shall provide information on the horizontal and vertical datum for the drawings included in the submittal.
- CR 25 The Licensee must provide information on the effective FEMA floodplains in the Arroyo Colorado reach at the proposed improvements.
- CR 26 For future amendment submittals, Licensee must include a drainage report with model outputs and other relevant items as described in the "Technical Drainage Report Requirements for USIBWC Review." For a copy of this document please visit the USIBWC website at [http://www.ibwc.gov/Files/BRD\\_DrainageReviewList\\_041412.pdf](http://www.ibwc.gov/Files/BRD_DrainageReviewList_041412.pdf) or contact the Boundary & Realty Office at (915) 832-4139.
- CR 27 The USIBWC reserves the right to inspect the construction work for conformance with the provisions of the License at any time.
- CR 28 Licensee shall contact the USIBWC Mercedes Field Office at (956) 565-3159 at least one week prior to the start of work authorized by this license.

**AMENDMENT NO.: TWO  
LICENSE NO.: LSF/G-780  
PROJECT: LOWER RIO GRANDE FLOOD  
CONTROL PROJECT**

**INTERNATIONAL BOUNDARY & WATER COMMISSION  
UNITED STATES AND MEXICO  
THE COMMONS, BUILDING C, SUITE 100  
4171 NORTH MESA STREET  
EL PASO, TEXAS 79902**

License No. LSF/G-780 is amended as follows:

2 – 5' X 5' concrete box with sluice valve assemblies, designated as "Structure 96AL", eighteen inch (18") steel pipe, 2 – twelve inch (12") steel pipes, and a 6' x 6' x 6' concrete intake and gate, to be placed on the north levee of the Main Floodway south of the City of Donna, Hidalgo County, Texas

LICENSE NO. LSF/G-780, dated December 10, 1963, and all Amendment(s) if any to said license, shall remain in full force and effect in all respects not herein specifically revised.

Please note your acceptance in the space provided below and execute in duplicate.

Licensee: Hidalgo County Drainage District No. 1

By: \_\_\_\_\_  
Ramon Garcia, Chairman

**Edward Drusina, P.E.**  
**United States Commissioner**  
**International Boundary & Water Commission**  
**United States and Mexico**

By: \_\_\_\_\_  
Jose A. Nuñez, P.E., Principal Engineer  
Engineering Department

Date: \_\_\_\_\_

**GENERAL CONDITIONS OF LICENSE**

- GC 1 Licensee shall construct, operate, and maintain the works licensed herein so as not to interfere in any manner whatsoever with the construction, operation, and maintenance of the Project or any part thereof, and Licensee hereby waives any and all claims against the USIBWC, its officers, agents, and employees on account of any damage which may be caused to said works of Licensee, directly or indirectly by, through, or on account of any work done or authorized to be done under authority of the USIBWC.
- GC 2 Licensee shall take all prudent safety precautions to protect the general public and other, including, where necessary, the erection of barricades and precautions against endangerment from pipelines, electric lines, and other facilities, whether buried or above ground. Littering and pollution are specifically forbidden.
- GC 3 All work in connection with the construction, operation, and maintenance of the licensed works shall be subject to the inspection and approval of the authorized representatives of the USIBWC, and subject to such repairs, and to such rules and regulations as may be determined to be necessary by USIBWC.
- GC 4 Licensee shall construct the licensed works as indicated on plans submitted and at locations shown on the attached maps and plats, and this license shall be limited to the works licensed herein; and any additions to, or changes in such works shall be permitted only by suitable written amendment to this license, whether such additions or changes are for the benefit of Licensee or other parties, whether individual, corporate, or otherwise.
- GC 5 The works authorized to be constructed by this license shall be commenced within six (6) months of the date of the license and completed within one (1) year from the date of the license. If same are not commenced within six (6) months and completed one (1) year, then this license shall automatically become null and void and shall thereafter have no force and effect.
- GC 6 Licensee shall be liable for any and all damage to the property of the USIBWC or of any third person or persons by reason of the exercise of privileges conferred by this license; and shall save the USIBWC harmless from any and all claims which any person may have or claim to have, directly or indirectly, arising out of or in any way connected with the construction, operation, and maintenance of said works.
- GC 7 This license shall continue so long as in the opinion of the USIBWC it is considered to be expedient and not detrimental to the public interest, and shall be revocable by the USIBWC upon ninety (90) days' written notice to Licensee. Licensee represents no willful trespass shall be committed upon the properties of others and that no willful violation of Federal, State, and local laws and ordinances shall be committed by Licensee or by Licensee's representative or invitees in the construction, operation and maintenance and use of the licensed works.
- GC 8 In the event this license is revoked by the USIBWC, or licensed work is not completed within one (1) year, or Licensee no longer desires, or fails for a period of twelve (12) consecutive months to use the licensed works for the purpose herein granted, Licensee shall promptly remove all equipment and/or work materials and restore premises to the original condition to the satisfaction of the USIBWC. Should Licensee fail to comply herewith, the USIBWC may perform such removal and restoration at Licensee's expense and Licensee waives any claim to the material salvaged or destroyed.

- GC 9 Rights to the use of waters of the State of Texas and reservoirs thereon within the State of Texas are governed by and are entirely under the control of said State, and the exercise of the privileges conferred by this license affecting use of such waters is contingent upon Licensee having a valid water right from the State of Texas. Licensee understands and agrees that the granting of this license or the approval of the plans and specifications by the USIBWC shall not be construed as passing upon the validity of, or as altering, enlarging or affecting in any manner or to any extent whatsoever, any right or rights which Licensee may have or claim to have to divert, use, or withdraw water from the Rio Grande, other streams, channels, or bodies of water, or from any water wells wherever located.
- GC 10 If at any time, in the opinion of the USIBWC, the licensed works should interfere within construction, operation and maintenance of the Project, Licensee agrees at Licensee's own expense, upon written notice from the USIBWC, to make such alterations with reference to the location and construction of said works as may be deemed advisable by USIBWC; and the decision of the USIBWC as to the necessity and nature of such alterations shall be binding upon Licensee.
- GC 11 In the event it becomes necessary for the USIBWC to make any modifications in its project, necessitating changes in the licensed works, as determined by the USIBWC, Licensee, shall make such changes at Licensee's sole expense, within ninety (90) days after receipt of written notice thereof. Upon Licensee's failure to make such changes or to perform other work as herein provided, the USIBWC may perform same at Licensee's expense.
- GC 12 Licensee accepts this license with the understanding that where the USIBWC has an easement only over the land for which application for license is made, the USIBWC makes no warranty, express or implied, that the terms of such easement are sufficiently broad to authorize the licensed works or ingress or egress to such works without authorization also of the owners in fee of the land involved.
- GC 13 No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS**

- CR 1 Licensee shall construct, operate, and maintain 2 – 5' X 5' concrete box drainage structures, designated as "Structure 96AL", to be placed on the north levee of the Main Floodway south of the City of Donna, Hidalgo County, Texas. The licensee shall also construct, operate, and maintain concrete landing area that will allow for an auxiliary pumping system to attach to 2 – 12" steel pipes with check valves on the land side and connect to 1 – 18" steel pipe with a check valve on the flood side that ties into the structure riser.
- CR 2 Licensee shall schedule the work authorized under this license for the period of November 1<sup>st</sup> to June 1<sup>st</sup>.
- CR 3 The Licensee shall maintain 24-hour emergency service equipment and personnel during construction work on USIBWC Right-of-Way. The Licensee will be required to take immediate action upon notification by USIBWC to backfilling and compacting all excavated trenches and to reconstruct the levee to its original condition to prevent any flooding. The Licensee will also be required to remove all excess material from the floodplain and levees. The Licensee shall furnish to the USIBWC, the names and telephone numbers of two persons responsible for this emergency service. Any damages and cost associated with such, to person(s) or property resulting from the Licensee's failure to conduct the necessary emergency measures will be the Licensee's responsibility.
- CR 4 The Licensee must contact applicable underground utilities and/or utility location services for site clearance prior to any scheduled construction. In Texas, the Texas Excavation Safety System 1-800-DIG-TESS (1-800-344-8377) [www.digtess.org](http://www.digtess.org) Lone Star Notification Center (800) 669-8344 or (713) 223-4567, and Texas One Call System (800) 245-4545 or (412) 415-5000 offers these services. This requirement is a standard for any project that includes excavation and/or trenching. Damage to underground gas or hydrocarbon lines could cause a dangerous release or harmful compounds. For most excavations, this clearance is a legal requirement in accordance with the Texas Utilities Code Title 5, Chapter 251.
- CR 5 The excavation through the levee and berm area (35 feet from the levee toe) for the length of the structure shall have a side slope of one vertical foot to one horizontal foot (1:1) minimum or flatter and shall be excavated to maintain the 1:1 slope from the top of the levee or berm area to the bottom of the cut. During the excavation for the structure, if unsuitable material is encountered, the Licensee shall keep it separate from suitable material and shall not use it for backfill. Unsuitable materials shall be any soil classified in accordance with ASTM D2487-93 as organic (OL, OH, or PT), elastic silts (MH), fat clays (CH), clean sands (SW, SP, SW-SM, SW-SC, SP-SM, or SP-SC), or clean gravels (GW, GP, GW-GM, GW-GC, GP-GM, or GP-GC). Where imported material is required for backfill, it shall consist of natural soil which is not judged unsuitable according to the above criteria. All fill material shall be free from roots, trash, organic matter, and other objectionable material. The Licensee shall supply soil classification test results for any borrow source proposed for use.

- CR 6 Backfill of the north side high ground, including any bedding material for the pipe, shall consist of suitable material placed in horizontal lifts not exceeding six (6") inches in compacted thickness. Suitable material shall be imported material as defined in CR 5, or material excavated from the levee or foundation, which is not judged unsuitable according to CR 5. Backfill shall be brought up evenly on both sides of each pipe to avoid unequal side loads that could fail or move the pipe. Backfill material used shall have a uniform moisture content within +/- 3% of optimum.

Each layer of material shall be bonded to the next and shall be compacted to not less than 95% of maximum density, as determined by ASTM Designation: D 698, Method A. Material immediately adjacent to the pipe and/or structure(s) that cannot be compacted by mechanical equipment shall be hand tamped to meet the aforementioned specifications. Backfill outside the Levee and berm area 35 feet from the levee toe, shall approximate that of the surrounding natural ground.

The Licensee shall repair any settlement in the trench which may occur within one (1) year of completion of the licensed work. Test to verify moisture content, compaction, or soil classification as may be determined to be necessary by the USIBWC, shall be performed by an independent testing laboratory at the expense of the Licensee. The USIBWC's representative will designate the times and locations of the test.

The structure shall be installed in the dry, and a dewatering system shall be used where necessary.

- CR 7 HG-560 WATER CONTROL GATE or equal shall be used. All anchor bolts in the gateway and gate stem shall be stainless steel.

- CR 8 Licensee shall install a gateway operation platform at least three (3') feet from the ground. Licensee shall install and maintain a galvanized, or equivalent, grill/grating over the gateway opening.

- CR 9 Licensee shall restore the surface of the levee crown, slopes, and ramps, along with all caliche surfacing disturbed by the excavations with a minimum thickness of six (6") inches of compacted caliche surfacing material. The surfacing shall be compacted to not less than 90% of maximum density, as determined by ASTM Designation: D 698, Method A.

Should settlement of the repaired roadway occur within one year following completion of work, Licensee shall rework and relay the road surface, bringing it up to its original grade.

Caliche surfacing material shall be uniformly graded and shall meet the requirements of "Texas Department of Transportation, 1993 Standard Specifications for Construction of Highways, Streets, and Bridges" for Item 247 Flexible Base, Type D, Grade 5.

- CR 10 Two cut-off collars shall be installed on the structure, one of the collars shall be incorporated into the gateway structure, and the other located within the high ground area.

- CR 11 Licensee must obtain approval from the USIBWC, before placing any excess material excavated from the structure, and the material excavated from the drain ditch on USIBWC Right-of-Way. No berms may be left or placed inside the floodplain.
- CR 12 Licensee shall be responsible for keeping the work site and drain ditches clean and free of all trash, brush, debris, and other materials that may impede the normal flow of drainage waters. When dredging the drain ditch, spoil may be placed along the edge of the drain ditch on USIBWC Right-of-Way. However, when the spoil has dried, all of the material must be picked up and the area left in a clean smooth manner acceptable to the USIBWC. No berms may be left or placed inside the floodplain.
- CR 13 In the event erosion develops within the drain or at its junction with the pilot channel, the Licensee will be required to control the erosion by placing riprap or using other methods acceptable to the USIBWC.
- CR 14 Upon completion of the construction, the worksite within the USIBWC Right-of-Way shall be left in a clean and neat appearing condition with all debris and excess material removed from the site. That portion and area disturbed in the process of constructing the structure shall be re-seeded with "Bermuda-type NK-37" or other native grasses. Seeds may be broadcast along with a good commercial grade fertilizer 16-20-0 or 16-8-8. Licensee shall water as frequently as necessary for a period of twenty-one (21) days to ensure a germination rate of not less than eighty percent (80%).
- CR 15 The Licensee shall comply with all requirements of the United States Fish and Wildlife Service according to their letter, Consultation No. 02ETCC00-2014-I-0005, dated September 12, 2013.
- CR 16 Notice is to be provided to the USIBWC if this facility is abandoned or is changed or modified in any manner, which may affect the scope of this license. At such time as the facility is abandoned and upon request of the USIBWC the area shall be restored to its previous condition by the Licensee.
- CR 17 Protections of Existing Improvements  
During construction of works covered by this license care shall be exercised to prevent damage to existing United States facilities or their licensed installations. Any facilities damaged as a result of the construction shall be repaired or replaced at the Licensee's expense to the satisfaction of the USIBWC. Levee roads and slopes, and ramp roads are included in each facility.
- CR 18 Safety to the Public  
The Licensee shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flagmen, danger signals, and signs; and shall take all necessary precautions for the protection of the work and the safety of the public. Roads closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night by lights kept burning from sunset until sunrise.

CR 19 Landscape Preservation

The Licensee shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent work, for approved construction roads and for excavation operations, all trees, native shrubbery, and vegetation shall be reserved and shall be protected from damage, which may be caused by the Licensee's construction operations and equipment. Movement of crews and equipment within the right-of-way and over routes used for access to the work shall be performed in a manner to prevent damage to United States' facilities.

Where unnecessary destruction, scarring, damage, or defacing may occur as a result of the Licensee's operations as determined by the USIBWC, the same shall be repaired, or otherwise corrected at the Licensee's expense.

CR 20 Prevention of Water Pollution

The Licensee shall comply with applicable Federal and State laws, orders, and regulations concerning the control and abatement of water pollution.

The Licensee's construction activities shall be performed by methods that will prevent entrance, or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes into the Rio Grande, flowing or dry watercourses, and groundwater sources.

Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Sanitary wastes shall be disposed of in accordance with State and local laws and ordinances.

Dewatering work for structure foundations or earthwork operations near streams or watercourses shall be conducted in a manner to prevent excessive muddy water and eroded materials from entering the Rio Grande or watercourses by construction of intercepting ditches, bypass channels, barriers, settling ponds, or by other approved means. All dewatering activities must be in accordance with local, state, and federal regulations. Mechanized equipment shall not be unnecessarily operated in flowing water.

CR 21 Abatement of Air Pollution

The Licensee shall comply with applicable Federal, State, interstate and local laws and regulations concerning the prevention and control of air pollution.

In conduct of construction activities and operation of equipment, the Licensee shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize atmospheric emissions or discharges of air contaminants. Equipment and vehicles that show excessive emissions shall not be operated until corrective repairs or adjustments are made.

The Licensee's methods of storing and handling cement shall include means of controlling atmospheric discharges of dust.

During the performance of the work required by these specifications or any operations appurtenant thereto, whether on right-of-way provided by the United States or elsewhere, the Licensee shall furnish all of the labor, equipment, materials, and means required, and shall carry out proper and efficient measures wherever and as often as necessary to reduce the dust

nuisance, and to prevent dust which has originated from his operations from damaging crops, lands, and dwellings, or causing a nuisance to persons. The Licensee will be held liable for any damage resulting from dust originating from his operations under these specifications on United States Right-of-Way or elsewhere.

- CR 22 The Licensee shall provide a full-time construction inspector for the duration of the work. The construction inspector shall be responsible for overall construction requirements and must be on-site during all compacted embankment work.
  
- CR 23 The Licensee shall ensure that the design of the proposed culvert meets or exceeds current U.S. Army Corps of Engineers (USACE), inclusive of Engineering Manual for Design and Construction of Levees (EM 1110-2-1913, April 2000), and the Federal Emergency Management Agency (FEMA) design standards for structures through levees, so that the levee segment can be accredited by FEMA.
  
- CR 24 The Licensee shall provide information on the horizontal and vertical datum for the drawings included in the submittal.
  
- CR 25 The Licensee must provide information on the effective FEMA floodplains in the Main Floodway reach at the proposed improvements.
  
- CR 26 For future amendment submittals, Licensee must include a drainage report with model outputs and other relevant items as described in the "Technical Drainage Report Requirements for USIBWC Review." For a copy of this document please visit the USIBWC website at [http://www.ibwc.gov/Files/BRD\\_DrainageReviewList\\_041412.pdf](http://www.ibwc.gov/Files/BRD_DrainageReviewList_041412.pdf) or contact the Boundary & Realty Office at (915) 832-4139.
  
- CR 27 The USIBWC reserves the right to inspect the construction work for conformance with the provisions of the License at any time.
  
- CR 28 Licensee shall contact the USIBWC Mercedes Field Office at (956) 565-3159 at least one week prior to the start of work authorized by this license.

**AMENDMENT NO.: ONE  
LICENSE NO.: LSF/G-1541  
PROJECT: LOWER RIO GRANDE FLOOD  
CONTROL PROJECT**

**INTERNATIONAL BOUNDARY & WATER COMMISSION  
UNITED STATES AND MEXICO  
THE COMMONS, BUILDING C, SUITE 100  
4171 NORTH MESA STREET  
EL PASO, TEXAS 79902**

License No. LSF/G-1541 is amended as follows:

1 – 5' X 5' concrete box with sluice valve assembly, designated as "Structure 601CL", eighteen inch (18") steel pipe, 2 – twelve inch (12") steel pipes, and a 6' x 6' x 6' concrete intake and gate, to be placed through the north (east) levee of the North Floodway, at Mile 12 ¾ north of the City of Mercedes, Hidalgo County, Texas.

LICENSE NO. LSF/G-1541, dated December 5, 1997, and all Amendment(s) if any to said license, shall remain in full force and effect in all respects not herein specifically revised.

Please note your acceptance in the space provided below and execute in duplicate.

Licensee: Hidalgo County Drainage District No. 1

By: \_\_\_\_\_  
Ramon Garcia, Chairman

**Edward Drusina, P.E.**  
**United States Commissioner**  
**International Boundary & Water Commission**  
**United States and Mexico**

By: \_\_\_\_\_  
Jose A. Nuñez, P.E., Principal Engineer  
Engineering Department

Date: \_\_\_\_\_

**GENERAL CONDITIONS OF LICENSE**

- GC 1 Licensee shall construct, operate, and maintain the works licensed herein so as not to interfere in any manner whatsoever with the construction, operation, and maintenance of the Project or any part thereof, and Licensee hereby waives any and all claims against the USIBWC, its officers, agents, and employees on account of any damage which may be caused to said works of Licensee, directly or indirectly by, through, or on account of any work done or authorized to be done under authority of the USIBWC.
- GC 2 Licensee shall take all prudent safety precautions to protect the general public and other, including, where necessary, the erection of barricades and precautions against endangerment from pipelines, electric lines, and other facilities, whether buried or above ground. Littering and pollution are specifically forbidden.
- GC 3 All work in connection with the construction, operation, and maintenance of the licensed works shall be subject to the inspection and approval of the authorized representatives of the USIBWC, and subject to such repairs, and to such rules and regulations as may be determined to be necessary by USIBWC.
- GC 4 Licensee shall construct the licensed works as indicated on plans submitted and at locations shown on the attached maps and plats, and this license shall be limited to the works licensed herein; and any additions to, or changes in such works shall be permitted only by suitable written amendment to this license, whether such additions or changes are for the benefit of Licensee or other parties, whether individual, corporate, or otherwise.
- GC 5 The works authorized to be constructed by this license shall be commenced within six (6) months of the date of the license and completed within one (1) year from the date of the license. If same are not commenced within six (6) months and completed one (1) year, then this license shall automatically become null and void and shall thereafter have no force and effect.
- GC 6 Licensee shall be liable for any and all damage to the property of the USIBWC or of any third person or persons by reason of the exercise of privileges conferred by this license; and shall save the USIBWC harmless from any and all claims which any person may have or claim to have, directly or indirectly, arising out of or in any way connected with the construction, operation, and maintenance of said works.
- GC 7 This license shall continue so long as in the opinion of the USIBWC it is considered to be expedient and not detrimental to the public interest, and shall be revocable by the USIBWC upon ninety (90) days' written notice to Licensee. Licensee represents no willful trespass shall be committed upon the properties of others and that no willful violation of Federal, State, and local laws and ordinances shall be committed by Licensee or by Licensee's representative or invitees in the construction, operation and maintenance and use of the licensed works.
- GC 8 In the event this license is revoked by the USIBWC, or licensed work is not completed within one (1) year, or Licensee no longer desires, or fails for a period of twelve (12) consecutive months to use the licensed works for the purpose herein granted, Licensee shall promptly remove all equipment and/or work materials and restore premises to the original condition to the satisfaction of the USIBWC. Should Licensee fail to comply herewith, the USIBWC may perform such removal and restoration at Licensee's expense and Licensee waives any claim to the material salvaged or destroyed.

- GC 9 Rights to the use of waters of the State of Texas and reservoirs thereon within the State of Texas are governed by and are entirely under the control of said State, and the exercise of the privileges conferred by this license affecting use of such waters is contingent upon Licensee having a valid water right from the State of Texas. Licensee understands and agrees that the granting of this license or the approval of the plans and specifications by the USIBWC shall not be construed as passing upon the validity of, or as altering, enlarging or affecting in any manner or to any extent whatsoever, any right or rights which Licensee may have or claim to have to divert, use, or withdraw water from the Rio Grande, other streams, channels, or bodies of water, or from any water wells wherever located.
- GC 10 If at any time, in the opinion of the USIBWC, the licensed works should interfere within construction, operation and maintenance of the Project, Licensee agrees at Licensee's own expense, upon written notice from the USIBWC, to make such alterations with reference to the location and construction of said works as may be deemed advisable by USIBWC; and the decision of the USIBWC as to the necessity and nature of such alterations shall be binding upon Licensee.
- GC 11 In the event it becomes necessary for the USIBWC to make any modifications in its project, necessitating changes in the licensed works, as determined by the USIBWC, Licensee, shall make such changes at Licensee's sole expense, within ninety (90) days after receipt of written notice thereof. Upon Licensee's failure to make such changes or to perform other work as herein provided, the USIBWC may perform same at Licensee's expense.
- GC 12 Licensee accepts this license with the understanding that where the USIBWC has an easement only over the land for which application for license is made, the USIBWC makes no warranty, express or implied, that the terms of such easement are sufficiently broad to authorize the licensed works or ingress or egress to such works without authorization also of the owners in fee of the land involved.
- GC 13 No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS**

- CR 1 Licensee shall construct, operate, and maintain 1 – 5' X 5' concrete box drainage structure with sluice valve gate assemblies, designated as "Structure 601CL", to be placed through the north (east) levee of the North Floodway, at Mile 12 ¾ north of the City of Mercedes, Hidalgo County, Texas. The licensee shall also construct, operate, and maintain concrete landing area that will allow for an auxiliary pumping system to attach to 2 – 12" steel pipes with check valves on the land side and connect to 1 – 18" steel pipe with a check valve on the flood side that ties into the structure riser.
- CR 2 Licensee shall schedule the work authorized under this license for the period of November 1<sup>st</sup> to June 1<sup>st</sup>.
- CR 3 The Licensee shall maintain 24-hour emergency service equipment and personnel during construction work on USIBWC Right-of-Way. The Licensee will be required to take immediate action upon notification by USIBWC to backfilling and compacting all excavated trenches and to reconstruct the levee to its original condition to prevent any flooding. The Licensee will also be required to remove all excess material from the floodplain and levees. The Licensee shall furnish to the USIBWC, the names and telephone numbers of two persons responsible for this emergency service. Any damages and cost associated with such, to person(s) or property resulting from the Licensee's failure to conduct the necessary emergency measures will be the Licensee's responsibility.
- CR 4 The Licensee must contact applicable underground utilities and/or utility location services for site clearance prior to any scheduled construction. In Texas, the Texas Excavation Safety System 1-800-DIG-TESS (1-800-344-8377) [www.digtess.org](http://www.digtess.org) Lone Star Notification Center (800) 669-8344 or (713) 223-4567, and Texas One Call System (800) 245-4545 or (412) 415-5000 offers these services. This requirement is a standard for any project that includes excavation and/or trenching. Damage to underground gas or hydrocarbon lines could cause a dangerous release or harmful compounds. For most excavations, this clearance is a legal requirement in accordance with the Texas Utilities Code Title 5, Chapter 251.
- CR 5 The excavation through the levee and berm area (35 feet from the levee toe) for the length of the structure shall have a side slope of one vertical foot to one horizontal foot (1:1) minimum or flatter and shall be excavated to maintain the 1:1 slope from the top of the levee or berm area to the bottom of the cut. During the excavation for the structure, if unsuitable material is encountered, the Licensee shall keep it separate from suitable material and shall not use it for backfill. Unsuitable materials shall be any soil classified in accordance with ASTM D2487-93 as organic (OL, OH, or PT), elastic silts (MH), fat clays (CH), clean sands (SW, SP, SW-SM, SW-SC, SP-SM, or SP-SC), or clean gravels (GW, GP, GW-GM, GW-GC, GP-GM, or GP-GC). Where imported material is required for backfill, it shall consist of natural soil which is not judged unsuitable according to the above criteria. All fill material shall be free from roots, trash, organic matter, and other objectionable material. The Licensee shall supply soil classification test results for any borrow source proposed for use.

- CR 6 Backfill of the north side high ground, including any bedding material for the pipe, shall consist of suitable material placed in horizontal lifts not exceeding six (6") inches in compacted thickness. Suitable material shall be imported material as defined in CR 5, or material excavated from the levee or foundation, which is not judged unsuitable according to CR 5. Backfill shall be brought up evenly on both sides of each pipe to avoid unequal side loads that could fail or move the pipe. Backfill material used shall have a uniform moisture content within +/- 3% of optimum.

Each layer of material shall be bonded to the next and shall be compacted to not less than 95% of maximum density, as determined by ASTM Designation: D 698, Method A. Material immediately adjacent to the pipe and/or structure(s) that cannot be compacted by mechanical equipment shall be hand tamped to meet the aforementioned specifications. Backfill outside the Levee and berm area 35 feet from the levee toe, shall approximate that of the surrounding natural ground.

The Licensee shall repair any settlement in the trench which may occur within one (1) year of completion of the licensed work. Test to verify moisture content, compaction, or soil classification as may be determined to be necessary by the USIBWC, shall be performed by an independent testing laboratory at the expense of the Licensee. The USIBWC's representative will designate the times and locations of the test.

The structure shall be installed in the dry, and a dewatering system shall be used where necessary.

- CR 7 HG-560 WATER CONTROL GATE or equal shall be used. All anchor bolts in the gatewell and gate stem shall be stainless steel.

- CR 8 Licensee shall install a gatewell operation platform at least three (3') feet from the ground. Licensee shall install and maintain a galvanized, or equivalent, grill/grating over the gatewell opening.

- CR 9 Licensee shall restore the surface of the levee crown, slopes, and ramps, along with all caliche surfacing disturbed by the excavations with a minimum thickness of six (6") inches of compacted caliche surfacing material. The surfacing shall be compacted to not less than 90% of maximum density, as determined by ASTM Designation: D 698, Method A.

Should settlement of the repaired roadway occur within one year following completion of work, Licensee shall rework and relay the road surface, bringing it up to its original grade.

Caliche surfacing material shall be uniformly graded and shall meet the requirements of "Texas Department of Transportation, 1993 Standard Specifications for Construction of Highways, Streets, and Bridges" for Item 247 Flexible Base, Type D, Grade 5.

- CR 10 Two cut-off collars shall be installed on the structure, one of the collars shall be incorporated into the gatewell structure, and the other located within the high ground area.

- CR 11 Licensee must obtain approval from the USIBWC, before placing any excess material excavated from the structure, and the material excavated from the drain ditch on USIBWC Right-of-Way. No berms may be left or placed inside the floodplain.
- CR 12 Licensee shall be responsible for keeping the work site and drain ditches clean and free of all trash, brush, debris, and other materials that may impede the normal flow of drainage waters. When dredging the drain ditch, spoil may be placed along the edge of the drain ditch on USIBWC Right-of-Way. However, when the spoil has dried, all of the material must be picked up and the area left in a clean smooth manner acceptable to the USIBWC. No berms may be left or placed inside the floodplain.
- CR 13 In the event erosion develops within the drain or at its junction with the pilot channel, the Licensee will be required to control the erosion by placing riprap or using other methods acceptable to the USIBWC.
- CR 14 Upon completion of the construction, the worksite within the USIBWC Right-of-Way shall be left in a clean and neat appearing condition with all debris and excess material removed from the site. That portion and area disturbed in the process of constructing the structure shall be re-seeded with "Bermuda-type NK-37" or other native grasses. Seeds may be broadcast along with a good commercial grade fertilizer 16-20-0 or 16-8-8. Licensee shall water as frequently as necessary for a period of twenty-one (21) days to ensure a germination rate of not less than eighty percent (80%).
- CR 15 The Licensee shall comply with all requirements of the United States Fish and Wildlife Service according to their letter, Consultation No. 02ETCC00-2014-I-0005, dated September 12, 2013.
- CR 16 Notice is to be provided to the USIBWC if this facility is abandoned or is changed or modified in any manner, which may affect the scope of this license. At such time as the facility is abandoned and upon request of the USIBWC the area shall be restored to its previous condition by the Licensee.
- CR 17 Protections of Existing Improvements  
During construction of works covered by this license care shall be exercised to prevent damage to existing United States facilities or their licensed installations. Any facilities damaged as a result of the construction shall be repaired or replaced at the Licensee's expense to the satisfaction of the USIBWC. Levee roads and slopes, and ramp roads are included in each facility.
- CR 18 Safety to the Public  
The Licensee shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flagmen, danger signals, and signs; and shall take all necessary precautions for the protection of the work and the safety of the public. Roads closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night by lights kept burning from sunset until sunrise.

CR 19 Landscape Preservation

The Licensee shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent work, for approved construction roads and for excavation operations, all trees, native shrubbery, and vegetation shall be reserved and shall be protected from damage, which may be caused by the Licensee's construction operations and equipment. Movement of crews and equipment within the right-of-way and over routes used for access to the work shall be performed in a manner to prevent damage to United States' facilities.

Where unnecessary destruction, scarring, damage, or defacing may occur as a result of the Licensee's operations as determined by the USIBWC, the same shall be repaired, or otherwise corrected at the Licensee's expense.

CR 20 Prevention of Water Pollution

The Licensee shall comply with applicable Federal and State laws, orders, and regulations concerning the control and abatement of water pollution.

The Licensee's construction activities shall be performed by methods that will prevent entrance, or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes into the Rio Grande, flowing or dry watercourses, and groundwater sources.

Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Sanitary wastes shall be disposed of in accordance with State and local laws and ordinances.

Dewatering work for structure foundations or earthwork operations near streams or watercourses shall be conducted in a manner to prevent excessive muddy water and eroded materials from entering the Rio Grande or watercourses by construction of intercepting ditches, bypass channels, barriers, settling ponds, or by other approved means. All dewatering activities must be in accordance with local, state, and federal regulations. Mechanized equipment shall not be unnecessarily operated in flowing water.

CR 21 Abatement of Air Pollution

The Licensee shall comply with applicable Federal, State, interstate and local laws and regulations concerning the prevention and control of air pollution.

In conduct of construction activities and operation of equipment, the Licensee shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize atmospheric emissions or discharges of air contaminants. Equipment and vehicles that show excessive emissions shall not be operated until corrective repairs or adjustments are made.

The Licensee's methods of storing and handling cement shall include means of controlling atmospheric discharges of dust.

During the performance of the work required by these specifications or any operations appurtenant thereto, whether on right-of-way provided by the United States or elsewhere, the Licensee shall furnish all of the labor, equipment, materials, and means required, and shall carry out proper and efficient measures wherever and as often as necessary to reduce the dust

nuisance, and to prevent dust which has originated from his operations from damaging crops, lands, and dwellings, or causing a nuisance to persons. The Licensee will be held liable for any damage resulting from dust originating from his operations under these specifications on United States Right-of-Way or elsewhere.

- CR 22 The Licensee shall provide a full-time construction inspector for the duration of the work. The construction inspector shall be responsible for overall construction requirements and must be on-site during all compacted embankment work.
- CR 23 The Licensee shall ensure that the design of the proposed culvert meets or exceeds current U.S. Army Corps of Engineers (USACE), inclusive of Engineering Manual for Design and Construction of Levees (EM 1110-2-1913, April 2000), and the Federal Emergency Management Agency (FEMA) design standards for structures through levees, so that the levee segment can be accredited by FEMA.
- CR 24 The Licensee shall provide information on the horizontal and vertical datum for the drawings included in the submittal.
- CR 25 The Licensee must provide information on the effective FEMA floodplains in the Arroyo Colorado reach at the proposed improvements.
- CR 26 For future amendment submittals, Licensee must include a drainage report with model outputs and other relevant items as described in the "Technical Drainage Report Requirements for USIBWC Review.' For a copy of this document please visit the USIBWC website at [http://www.ibwc.gov/Files/BRD\\_DrainageReviewList\\_041412.pdf](http://www.ibwc.gov/Files/BRD_DrainageReviewList_041412.pdf) or contact the Boundary & Realty Office at (915) 832-4139.
- CR 27 The USIBWC reserves the right to inspect the construction work for conformance with the provisions of the License at any time.
- CR 28 Licensee shall contact the USIBWC Mercedes Field Office at (956) 565-3159 at least one week prior to the start of work authorized by this license.

AI-47568

11.

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

2013 Bonds:

Request approval to issue manual payment after review and audit procedures are complete on the following items:

Application for Payment No. 3 in the amount of \$77,580.00 from Texas Cordia Construction, LLC pertaining to Construction Contract No. 14-004-02-11 Pct.4 Edinburg Drain Stub-Out to South Main Drain Control Structure. PO#624505.

BACKGROUND

---

Attachments

TxCordia Pmt#3 Edinburg Drain

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/25/2014 04:45 PM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Claudette Guerrero		Started On: 11/25/2014 02:35 PM
	Final Approval Date: 11/26/2014	

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOGUE

EDINBURG, TEXAS 78542

(956) 292-7080

FAX (956) 292-7089



GODFREY GARZA, JR.  
MANAGER

## INVOICE PROCESSING CHECKLIST

Date Received: 11/10/2014

Engineer/Firm Name: Texas Cordia Const. LLC

Project Name/Number: Pct.4 EDBG Drain Stub-Out to S.Main Drain

Invoice No: Application # 3 (2 copies)

Logged in and Scanned 9:34AM By: R.Arce Forwarded to: Joey Garza

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Guzman & Munoz Engineering & Surveying, Inc.**  
Attn: Jose Luis Muniz  
2020 E. Expressway 83  
Mercedes, TX 78570

Date: 10/27/14

**REF: Precinct No. 4 Area – Edinburg Drain Stub-Out to South Main Drain Control Structure Drainage Improvement**

**TRANSMITTED:**

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

**VIA:**

<input type="checkbox"/> USPS Mail	<input type="checkbox"/> Courier	<input checked="" type="checkbox"/> Hand Delivered
<input type="checkbox"/> E-Mail	<input type="checkbox"/> Overnight Delivery	<input type="checkbox"/> Pick up

COPIES	DESCRIPTION
--------	-------------

1	Application for Payment #3

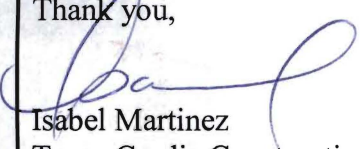
**REMARKS:**

Mr. Muniz,

Attached please find the Application for Payment #3 for the Edinburg Drain Stub-Out to South Main Drain Control Structure Drainage Improvement Project.

Should you have any questions or comments feel free to contact me at (956) 627-6181.

Thank you,



Isabel Martinez  
Texas Cordia Construction, LLC

Received by: *puja puler* Date: *10/28/14*

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Hidalgo County Drainage District No. 1  
902 N. Doolittle Rd  
Edinburg TX 78542



PROJECT: Pct. No. 4 - Edinburg Drain  
Stub-Out to South Main  
Drian Control Structure

APPLICATION #: 3  
APPLICATION DATE: 10/27/2014  
PERIOD TO: 10/24/2014  
PROJECT NO: 14-004-02-11  
P.O. No.: 624505  
CONTRACT DATE: 2/11/2014  
CONTRACT DAYS: 120  
CONTRACT FIRST WORK DAY: 6/13/2014

Distribution to:  
 Owner  
 Const. Mgr  
 Architect  
 Contractor  
 Engineer

FROM CONTRACTOR: Texas Cordia Construction, LLC  
3149-A Center Point Dr  
Edinburg TX 78542

NOV 10 2014  
8:14 AM PM  
BY: Rosa Arce

ENGINEER: Guzman & Munoz Engineering  
& Surveying Inc.  
2020 E. Expressway83  
Mercedes, TX

CONTRACT FOR: Pct. No. 4 Edinburg Drain Stub-Out to Main Drain Control Structure

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

Table with 2 columns: Description and Amount. Rows include Original Contract Sum, Net change by Change Orders, Contract Sum to Date, and Total Completed & Stored to Date.

A. MATERIALS ON HAND  
(Column G on Continuation Sheet)

Table for Retainage with 2 columns: Description and Amount. Rows include 10.0% of Completed Work, 10.0% of Stored Material, and Total Retainage.

Total in Column O of Continuation Sheet----- \$ 18,295.50

6. TOTAL EARNED LESS RETAINAGE----- \$ 164,659.50  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate)----- \$ 87,079.50

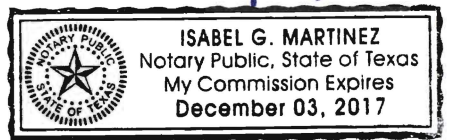
8. CURRENT PAYMENT DUE----- \$ 77,580.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 28,425.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: [Signature]  
By: \_\_\_\_\_ Date: 10/27/14

State of: Texas  
County of: Hidalgo



Subscribed and sworn to before me this 27th day of October, 2014

Notary Public: [Signature]  
My Commission expires: 12/3/17

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 77,580.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: Guzman & Munoz Engineering & Surveying Inc.

By: [Signature] Date: 10/31/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY table with columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months by Owner, Total approved this Month, TOTALS, and NET CHANGES by Change Order.

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT: Pct. No. 4 - Edinburg Drain Stub-Out to South Main

APPLICATION NUMBER: 3

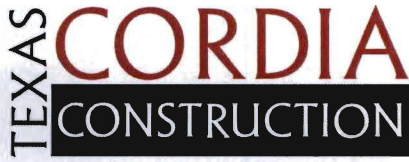
APPLICATION DATE: 10/27/2014

PERIOD TO: 10/24/2014

PROJECT NO: 14-004-02-11

Item No.	Description of Work	UNIT PRICE	CONTRACT		SCHEDULED VALUE	Previous Application		Completed This Period		Completed To Date		% RET	Balance To Finish (F-L)	RET
			QTY	UNIT		QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT			
<b>Drainage Improvements</b>														
1	Furnish & Install 10' X 10' Concrete Box Culvert as per plans and specifications, complete in place	\$1,100.00	60	60	\$ 66,000.00	60	\$ 66,000.00		\$ -	60	\$ 66,000.00	10%	\$ -	\$ 6,600.00
2	Furnish & Install 10' X 10' Self-contained Slide Gate with OSHA approved Galvanized steel landing with rails and stair, with installation as per plans and specifications, complete in place	\$79,000.00	1	1	\$ 79,000.00		\$ -	1	\$ 79,000.00	1	\$ 79,000.00	10%	\$ -	\$ 7,900.00
3	Furnish & Install Concrete Wing walls With Straight Wings (SW-0) (HW=12 FT-14 FT) as per plans and specifications, complete in place	\$6,000.00	2	2	\$ 12,000.00	0.8	\$ 4,800.00	1.2	\$ 7,200.00	2	\$ 12,000.00	10%	\$ -	\$ 1,200.00
4	Furnish & Install Concrete Canasta as per plans and specifications, complete in place	\$210.00	43	SY	\$ 9,030.00		\$ -		\$ -		\$ -	10%	\$ 9,030.00	\$ -
5	Proposed to Remove Existing 18" Storm Sewer pipe as per plans and specifications, complete in place	\$55.00	11	LF	\$ 605.00	11	\$ 605.00		\$ -	11	\$ 605.00	10%	\$ -	\$ 60.50
6	Proposed to Join Existing 18" Reinforced Concrete Pipe to Box Culvert as per plans and specifications, complete in place	\$2,900.00	1	EA	\$ 2,900.00	1	\$ 2,900.00		\$ -	1	\$ 2,900.00	10%	\$ -	\$ 290.00
7	Furnish & Install Concrete Rip-Rap as per plans and specifications, complete in place	\$190.00	25	SY	\$ 4,750.00	25	\$ 4,750.00		\$ -	25	\$ 4,750.00	10%	\$ -	\$ 475.00
8	Re-Grade and Widening of Existing Drainage Channal (100 LF) at upstream end of proposed Box Culvert as per plans and specifications, complete in place	\$11,000.00	1	LS	\$ 11,000.00	0.9	\$ 9,900.00		\$ -	0.9	\$ 9,900.00	10%	\$ 1,100.00	\$ 990.00
9	Dewatering as required during construction as per plans and specifications, complete in place	\$7,800.00	1	LS	\$ 7,800.00	1	\$ 7,800.00		\$ -	1	\$ 7,800.00	10%	\$ -	\$ 780.00
<b>SUBTOTAL BASE BID</b>					<b>\$193,085.00</b>		<b>\$ 96,755.00</b>		<b>\$ 86,200.00</b>		<b>\$ 182,955.00</b>		<b>\$ 10,130.00</b>	<b>\$18,295.50</b>
					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
<b>SUBTOTALS PAGE 2</b>					<b>\$193,085.00</b>		<b>\$ 96,755.00</b>		<b>\$ 86,200.00</b>		<b>\$ 182,955.00</b>		<b>\$ 10,130.00</b>	<b>\$18,295.50</b>





3149-A Center Pointe Drive  
Edinburg, TX 78539  
O: 956-627-6181  
F: 956-386-0289

October 27, 2014

**Guzman & Munoz Engineering & Surveying, Inc.**

Attn: Jose Luis Muniz  
2020 E. Expressway 83  
Mercedes, TX 78570

RE: HCDD1-Pct No. 4 Edinburg Stub – Out to South Main Drain Control Structure Drainage Improvements

The following is a list of suppliers used in the above mentioned project as per the County's request:

- HDSupply Waterworks  
PO Box 2227, McAllen, TX 78502, Office: (956) 631-3341

If you have any questions, please contact me at (956) 627-6181.

Thank you,

A handwritten signature in blue ink that reads "Yara M. Corbitt, P.E.".

Yara M. Corbitt, P.E.  
Texas Cordia Construction

# Bill of Lading Report

*Customer*



9/30/2014 4:56:11 PM

1 of 1

*EDINBURG  
STUB  
OUT*

DO/BOL: 23030

Date: 9/30/2014

Pro Number: M23287

Contact Number:

Carrier: LANDSTAR

Carrier Number:

Vehicle Number:

RECEIVED OCT 10 2014

FOB: Exeter, CA

Route:

<b>Consignor</b> WATERMAN INDUSTRIES P.O. BOX 458 25500 ROAD 204 EXETER, CA 93221	<b>Consignee</b> HD Supply 100 N. 1st St. McAllen, TX 78501
-----------------------------------------------------------------------------------------------	----------------------------------------------------------------------

<b>Invoicee</b>	<b>Third Party Freight Charges Invoicee</b>
-----------------	---------------------------------------------

<b>Special Instructions</b>	Freight Charge Terms: (Freight charges are prepaid unless marked otherwise)  Prepaid: <u>  <i>k</i>  </u> Collect: <u>          </u> Third Party <u>          </u>
-----------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Line	H.M.	Packages	Pkg Type	Package Description	NMFC	Weight(LB)	Rate
1		1	PLT	139" WIDE SLIDE GATE W/ GEARBOX ASSY	122740-5	15,000.00	60
2		1	CRATE	GP6 PORTABLE OPERATOR & 1 BX HARDWARE	122740-5	0.00	60
3		0				0.00	
4		0				0.00	

# Packages: 2	COD Amt: 0.00
Total Weight: 15,000.00 LB	Fee Terms: Collect: <u>          </u> Prepaid: <u>          </u>
Declared Value:	Customer Check Acceptable: <u>          </u>

Carrier: LANDSTAR	
Signature:	
Date: / /	

The declared value is as stated above. Shipper agrees to pay excess liability charges.

*[Signature]*  
(Signature of Consignor)

9,30,14  
(Signature Date)

*[Signature]*

# Packing Slip Report

9/30/2014 4:54:51 PM



From Warehouse: MAIN

Page: 1

From:

Packing Slip: 107605

GNI Waterman LLC  
Water Controls Division  
25500 Road 204  
PO Box 458  
P:559.562.4000 F:559.562.2277  
Exeter CA 93221

RECEIVED OCT 10 2014



Bill To: C003425

Ship To: (151)

MID-TEX VALVE SALES  
470 COUNTY ROAD #3823  
SAN ANTONIO TX 78253

HD Supply  
100 N. 1st St.  
McAllen TX 78501

Order Contact: TOMMY THOMPSON

Pack Date	Order#	Cust PO	Ship Via	Weight	Packages#
9/30/2014	M000023287	052814-1T	FullFreightAllo	0.00	0
Line/Release	Item	UM	Qty Ordered	Qty To Pack	
1	10031 120 x 120" SS-251-1-Y, STN STL Gate	EA	1.000	1.000	
2	20004 Hardware	EA	1.000	1.000	
3	49710103 GP-6, PORTABLE OPERATOR, W/ TRI-POD	EA	1.000	1.000	
4	99000101 Freight	ST	1.000	1.000	

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO OWNER:**  
Hidalgo County Drainage District No. 1  
902 N. Doolittle Rd  
Edinburg TX 78542

**PROJECT:** Pct. No. 4 - Edinburg Drain  
Stub-Out to South Main  
Drian Control Structure

**APPLICATION #:** 3  
**APPLICATION DATE:** 10/27/2014  
**PERIOD TO:** 10/24/2014  
**PROJECT NO.:** 14-004-02-11  
**P.O. No.:** 624505  
**CONTRACT DATE:** 2/11/2014  
**CONTRACT DAYS:** 120  
**CONTRACT FIRST WORK DAY:** 6/13/2014

**Distribution to:**

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer

**FROM CONTRACTOR:**  
Texas Cordia Construction, LLC  
3149-A Center Point Dr  
Edinburg TX 78542

**ENGINEER:** Guzman & Munoz Engineering  
& Surveying Inc.  
2020 E. Expressway83  
Mercedes, TX

**CONTRACT FOR:** Pct. No. 4 Edinburg Drain Stub-Out to Main Drain Control Structure

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	193,085.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	193,085.00
4. TOTAL COMPLETED & STORED TO DATE-\$		182,955.00
<b>A. MATERIALS ON HAND</b> (Column G on Continuation Sheet)		

<b>5. RETAINAGE:</b>		
a. 10.0% of Completed Work (Column O on Continuation Sheet)	\$	18,295.50
b. 10.0% of Stored Material (Column O on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column O of Continuation Sheet-----)	\$	18,295.50

6. TOTAL EARNED LESS RETAINAGE----- \$ 164,659.50  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate)----- \$ 87,079.50

8. CURRENT PAYMENT DUE----- \$ 77,580.00

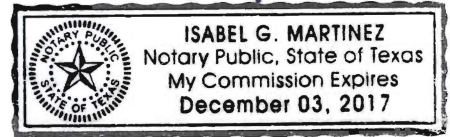
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 28,425.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
<b>NET CHANGES by Change Order</b>		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: [Signature] Date: 10/27/14



State of: Texas  
County of: Hidalgo

Subscribed and sworn to before me this 27<sup>th</sup> day of October, 2014

Notary Public: [Signature]  
My Commission expires: 12/3/17

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 77,580.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

**ENGINEER: Guzman & Munoz Engineering & Surveying Inc.**

By: [Signature] Date: 10/31/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT: Pct. No. 4 - Edinburg Drain Stub-Out to South Main

APPLICATION NUMBER: 3

APPLICATION DATE: 10/27/2014

PERIOD TO: 10/24/2014

PROJECT NO: 14-004-02-11

Item No.	Description of Work	UNIT PRICE	CONTRACT		SCHEDULED VALUE	Previous Application		Completed This Period		Completed To Date		% RET	Balance To Finish (F-L)	RET
			QTY	UNIT		QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT			
<b>Drainage Improvements</b>														
1	Furnish & Install 10' X 10' Concrete Box Culvert as per plans and specifications, complete in place	\$1,100.00	60	60	\$ 66,000.00	60	\$ 66,000.00		\$ -	60	\$ 66,000.00	10%	\$ -	\$ 6,600.00
2	Furnish & Install 10' X 10' Self-contained Slide Gate with OSHA approved Galvanized steel landing with rails and stair, with installation as per plans and specifications, complete in place	\$79,000.00	1	1	\$ 79,000.00		\$ -	1	\$ 79,000.00	1	\$ 79,000.00	10%	\$ -	\$ 7,900.00
3	Furnish & Install Concrete Wing walls With Straight Wings (SW-0) (HW=12 FT-14 FT) as per plans and specifications, complete in place	\$6,000.00	2	2	\$ 12,000.00	0.8	\$ 4,800.00	1.2	\$ 7,200.00	2	\$ 12,000.00	10%	\$ -	\$ 1,200.00
4	Furnish & Install Concrete Canasta as per plans and specifications, complete in place	\$210.00	43	SY	\$ 9,030.00		\$ -		\$ -		\$ -	10%	\$ 9,030.00	\$ -
5	Proposed to Remove Existing 18" Storm Sewer pipe as per plans and specifications, complete in place	\$55.00	11	LF	\$ 605.00	11	\$ 605.00		\$ -	11	\$ 605.00	10%	\$ -	\$ 60.50
6	Proposed to Join Existing 18" Reinforced Concrete Pipe to Box Culvert as per plans and specifications, complete in place	\$2,900.00	1	EA	\$ 2,900.00	1	\$ 2,900.00		\$ -	1	\$ 2,900.00	10%	\$ -	\$ 290.00
7	Furnish & Install Concrete Rip-Rap as per plans and specifications, complete in place	\$190.00	25	SY	\$ 4,750.00	25	\$ 4,750.00		\$ -	25	\$ 4,750.00	10%	\$ -	\$ 475.00
8	Re-Grade and Widening of Existing Drainage Channel (100 LF) at upstream end of proposed Box Culvert as per plans and specifications, complete in place	\$11,000.00	1	LS	\$ 11,000.00	0.9	\$ 9,900.00		\$ -	0.9	\$ 9,900.00	10%	\$ 1,100.00	\$ 990.00
9	Dewatering as required during construction as per plans and specifications, complete in place	\$7,800.00	1	LS	\$ 7,800.00	1	\$ 7,800.00		\$ -	1	\$ 7,800.00	10%	\$ -	\$ 780.00
<b>SUBTOTAL BASE BID</b>					<b>\$ 193,085.00</b>		<b>\$ 96,755.00</b>		<b>\$ 86,200.00</b>		<b>\$ 182,955.00</b>		<b>\$ 10,130.00</b>	<b>\$ 18,295.50</b>
					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
<b>SUBTOTALS PAGE 2</b>					<b>\$ 193,085.00</b>		<b>\$ 96,755.00</b>		<b>\$ 86,200.00</b>		<b>\$ 182,955.00</b>		<b>\$ 10,130.00</b>	<b>\$ 18,295.50</b>



October 27, 2014

**Guzman & Munoz Engineering & Surveying, Inc.**

Attn: Jose Luis Muniz  
2020 E. Expressway 83  
Mercedes, TX 78570

RE: HCDD1-Pct No. 4 Edinburg Stub – Out to South Main Drain Control Structure Drainage Improvements

The following is a list of suppliers used in the above mentioned project as per the County's request:

- HDSupply Waterworks  
PO Box 2227, McAllen, TX 78502, Office: (956) 631-3341

If you have any questions, please contact me at (956) 627-6181.

Thank you,



Yara M. Corbitt, P.E.  
Texas Cordia Construction

# Bill of Lading Report

*Customer*



9/30/2014 4:56:11 PM

1 of 1

*EDINBURGH  
STUB  
OUT*

DO/BOL: 23030

Date: 9/30/2014

Pro Number: M23287

Contact Number:

Carrier: LANDSTAR

Carrier Number:

Vehicle Number:

RECEIVED OCT 10 2014

FOB: Exeter, CA

Route:

<b>Consignor</b> WATERMAN INDUSTRIES P.O. BOX 458 25500 ROAD 204 EXETER, CA 93221	<b>Consignee</b> HD Supply 100 N. 1st St. McAllen, TX 78501
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<b>Invoicee</b>	<b>Third Party Freight Charges Invoicee</b>
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<b>Special Instructions</b>	Freight Charge Terms: (Freight charges are prepaid unless marked otherwise)  Prepaid: <u>  <i>k</i>  </u> Collect: <u>          </u> Third Party <u>          </u>
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Line	H.M.	Packages	Pkg Type	Package Description	NMFC	Weight(LB)	Rate
1		1	PLT	139" WIDE SLIDE GATE W/ GEARBOX ASSY	122740-5	15,000.00	60
2		1	CRATE	GP6 PORTABLE OPERATOR & 1 BX HARDWARE	122740-5	0.00	60
3		0				0.00	
4		0				0.00	

# Packages: 2 Total Weight: 15,000.00 LB Declared Value:	COD Amt: 0.00 Fee Terms: Collect: <u>          </u> Prepaid: <u>          </u> Customer Check Acceptable: <u>          </u>
----------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

Carrier: LANDSTAR Signature: Date: / /	
----------------------------------------------	--

The declared value is as stated above. Shipper agrees to pay excess liability charges.

*[Signature]*  
 (Signature of Consignor)

9,30,14  
 (Signature Date)

*[Handwritten mark]*

# Packing Slip Report

9/30/2014 4:54:51 PM



From Warehouse: MAIN

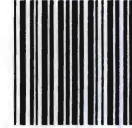
Page: 1

From:

Packing Slip: 107605

GNI Waterman LLC  
Water Controls Division  
25500 Road 204  
PO Box 458  
P:559.562.4000 F:559.562.2277  
Exeter CA 93221

RECEIVED OCT 10 2014



Bill To: C003425

Ship To: (151)

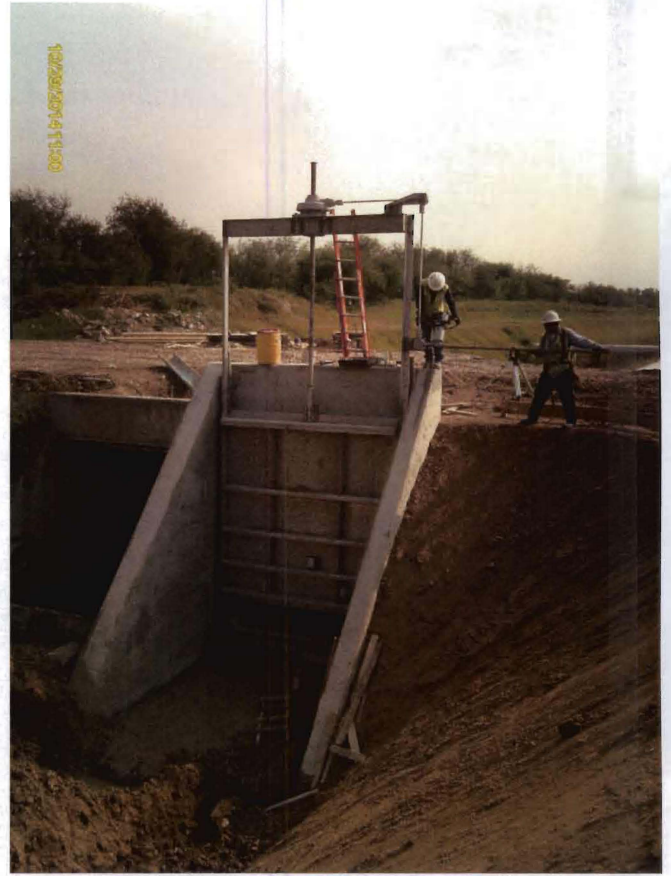
MID-TEX VALVE SALES  
470 COUNTY ROAD #3823  
SAN ANTONIO TX 78253

HD Supply  
100 N. 1st St.  
McAllen TX 78501

Order Contact: TOMMY THOMPSON

Pack Date	Order#	Cust PO	Ship Via	Weight	Packages#
9/30/2014	M000023287	052814-1T	FullFreightAllo	0.00	0
Line/Release	Item	UM	Qty Ordered	Qty To Pack	
1	10031 120 x 120" SS-251-1-Y, STN STL Gate	EA	1.000	1.000	
2	20004 Hardware	EA	1.000	1.000	
3	49710103 GP-6, PORTABLE OPERATOR, W/ TRI-POD	EA	1.000	1.000	
4	99000101 Freight	ST	1.000	1.000	





AI-47572

12.

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted By: Sylvia Sanchez, DRAINAGE  
DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

Approval to submit payment to Holt Cat in the amount of \$70.20 on PO#625560 for overage on purchase.

BACKGROUND

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Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/25/2014 04:45 PM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Sylvia Sanchez		Started On: 11/25/2014 03:56 PM
	Final Approval Date: 11/26/2014	

AI-47607

13.

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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Information

CAPTION

- A. Discussion and consideration for the creation of the position of Assistant General Manager for Hidalgo County Drainage District No.1
- B. Discussion regarding the shredding of financial records which included necessary bond related documentation containing in audit records, journal ledgers and accounts payable documents by Integ Inc. and or district personnel
- C. Discussion and/or action regarding the development for future implementation of a district wide record retention and shredding policy

BACKGROUND

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Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Monica Badillo		Started On: 11/26/2014 04:52 PM
	Final Approval Date: 11/26/2014	

AI-47585

14. C.

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted For: Sylvia Sanchez

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: DRAINAGE DISTRICT

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Information

CAPTION

Reassignment of duties of Financial Officer, Accountant and/or Contracts Manager/Accounts Payable Clerk

BACKGROUND

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Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/26/2014 10:35 AM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Monica Badillo		Started On: 11/26/2014 10:23 AM
	Final Approval Date: 11/26/2014	

**AI-47586**

**15. C.**

**DRAINAGE DISTRICT**

**Meeting Date:** 12/02/2014

Submitted For: Sylvia Sanchez

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: DRAINAGE DISTRICT

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**Information**

**CAPTION**

Reassignment of duties of Financial Officer, Accountant and/or Contracts Manager/Accounts Payable Clerk

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Debbie Tamez	11/26/2014 10:35 AM
Final Approval	Monica Badillo	11/26/2014 05:02 PM
Form Started By: Monica Badillo		Started On: 11/26/2014 10:24 AM
	Final Approval Date: 11/26/2014	