



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
December 16, 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 -47731** Approval of Interlocal Agreement between Hidalgo County Drainage District No. 1 and County of Hidalgo (LJ Drainage Project - 13 tracts - Project limits: From Cesar Chavez Rd. to Alamo Lateral Drain)
5. **AI -47733**
 - A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with R. Gutierrez Engineering Corporation as it relates to Pct. 2- "Las Milpas Road Crossing South Floodwater Channel East of FM 907 (Alamo Road)". Approved for negotiations by HCDD1 Board of Directors on November 18, 2014.
 - B.) Requesting approval of Work Authorization No. 1 with R. Gutierrez Engineering Corporation in the amount of \$16,416.00 as it relates to Engineering Services for Pct. 2 -" Las Milpas Road Crossing South Floodwater Channel East of FM 907 (Alamo Road)".
 - C.) Requesting approval of Work Authorization No. 2 with R. Gutierrez Engineering Corporation in the amount of \$2,592.00 as it relates to Surveying Services for Pct. 2 - "Las Milpas Road Crossing South Floodwater Channel East of FM 907 (Alamo Road)".
 - D.) Approval of subconsultant(s) of TEDSI Infrastructure Group for Phase II of the Master Drainage System for the design and expansion of the lateral drain outfall systems for Precinct No. 1 and Precinct No. 4 in accordance with that certain Agreement by and between Hidalgo County Drainage District No.1 and TEDSI Infrastructure Group dated the 23rd day of March, 2004.

2013 BOND SERIES

E.) Approval of subconsultant(s) of TEDSI Infrastructure Group for Precinct 1 2012 Bond Referendum Improvement Projects in accordance with that certain Agreement by and between Hidalgo County Drainage District No.1 and TEDSI Infrastructure Group dated the 9th day of April, 2013.

F.) Requesting approval of Supplemental Agreement No. 2 to Work Authorization No. 4A with TEDSI Infrastructure Group in the amount of \$5,125.98 as it relates to Material Testing for Monte Cristo Drain Control Structure. Pct.1 - 2012 Bond Referendum Improvement Projects.

G.) Requesting approval of Supplemental Agreement No. 2 to Work Authorization No. 4B with TEDSI Infrastructure Group in the amount of \$6,394.50 as it relates to Material Testing for Weslaco North Lateral Control Structure. Pct. 1 - 2012 Bond Referendum Improvement Projects.

H.) Requesting approval of Work Authorization No. 17 with TEDSI Infrastructure Group in the amount of \$24,507.85 as it relates to Material Testing and Construction Management required for Pct. 1 Spanish Palms Outfall Improvements. Pct. 1 - 2012 Bond Referendum Improvement Projects.

I.) Requesting approval of Supplemental Agreement No. 3 with L&G Engineering to Agreement for Professional Services Pct. 3 - "La Joya Watershed Improvement Project" amendment of Project Team.

6. **AI -47761** Requesting approval of Work Authorization No. 15 in the amount of \$229,500.00 to Agreement for Professional Services Phase II of the Master Drainage System for the design and expansion of the lateral drain outfall systems for Precinct No. 1 and Precinct No. 4 with TEDSI Infrastructure Group as it relates to FEMA Mapping Activity Statement No. 3 for Approximately 25.5 Miles of HCDD1 Master Drainage System.
7. **AI -47775** 2013 Bond Payments:
Request to issue manual payment once review and audit procedures are complete on the following items:
- A. Request for Payment No. 1-RDH Site & Concrete, LLC in the amount of \$220,448.45 related to Construction Contract No. HCDD1-14-010-05-06 Pct.2 Rural Drainage Development -Seminole Valley Subdivision Area. PO# 625110.
- B. Request for Payment No. 4-Texas Cordia Construction, LLC in the amount of \$9,117.00 related to Construction Contract No. HCDD1-14-004-02-11 Pct.4 Edinburg Drain Stub-Out to South Main Drain Control Structure. PO#624505.
- C. Request for Payment Final Payment from GP7 Construction, Inc in the amount of \$8,857.63 related to Construction Contract No.

HCDD1-13-021-04-29A- Pct.2 Rural Drainage Development FM 495
Drain Trenton Road Field Crossing. PO#624901.

8. **AI -47825** A. Requests approval for budget amendment from District's General Fund in the amount of \$200,000.00 to fund Pct.2 Las Milpas Road Crossing South Floodwater Channel East of FM 907 (Alamo Road) Project.
 B. Request approval for budget amendment from District's General Fund in the amount of \$229,500.00 to fund WA#15-Fema Mapping Activity Statement No. 3 for approximately 25.5 Miles from Agreement for Professional Engineering Services MDS Ph.2-Laterals Pct. 1&4. BOD 03-23-2004.

9. **AI -47838** A. Discussion and approval of the job description for the position of Assistant General Manager.
 B. Discussion and approval of salary for Assistant General Manager position
 C. Authorization to create Assistant General Manager position with appropriate slot number.
 D. Approval to authorize Financial Officer to identify and allocate appropriate funding
 E. Approval to revise salary schedule

10. **AI -47808** Presentation of 2014 Drainage District Tax Roll

11. **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 -47726** Reassignment of duties of Financial Officer, Accountant and/or Contracts Manager/Accounts Payable Clerk

12. **Open Session:**
 - A. **Real Estate Acquisition**

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

- C. **AI -47727** Reassignment of duties of Financial Officer, Accountant and/or Contracts Manager/Accounts Payable Clerk

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

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

15. Adjourn

AI -47731

4.

DRAINAGE DISTRICT

Meeting Date: 12/16/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Interlocal Agreement between Hidalgo County Drainage District No. 1 and County of Hidalgo (LJ Drainage Project - 13 tracts - Project limits: From Cesar Chavez Rd. to Alamo Lateral Drain)

BACKGROUND

Fiscal Impact

Attachments

email legal

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2014 01:36 PM
Final Approval	Monica Badillo	12/12/2014 07:12 PM
Form Started By: Monica Badillo		Started On: 12/09/2014 11:19 AM
Final Approval Date: 12/12/2014		

Zimbra

monica.badillo@co.hidalgo.tx.us

LJ Ponds Tracts-Interlocal Agreement between County and HCDD# 1

From : Stephen L. Crain <scrain@atlashall.com> Tue, Dec 09, 2014 09:31 AM
Subject : LJ Ponds Tracts-Interlocal Agreement between County and HCDD# 1 📎 2 attachments
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Good Morning Monica:

As per Mr. Crain, please place the attached Interlocal on the County and Drainage Agenda's for the next CC meeting.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



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 **Final ICA re LJ Ponds Tracts Docs.pdf**

9 MB

STATE OF TEXAS §

COUNTY OF HDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2014, by and between the HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "District," and the COUNTY OF HIDALGO, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County currently owns thirteen (13) certain tracts of land situated in Hidalgo County, Texas, known as the LJ Ponds all such tracts more fully described on Exhibit "A" respectively attached hereto and made a part hereof for all purposes (hereinafter collectively referred to as the "Tracts");

WHEREAS, the District desires to acquire the Tracts in fee, for District purposes;

WHEREAS, this Agreement for the proposed acquisition of the Tracts is in lieu of condemnation;

WHEREAS, Subsection 272.001(b) of the Local Government Code provides that the notice and bidding requirements of Subsection 272.001(a) are not applicable to a real property interest conveyed to a governmental entity that has the power of eminent domain. Such real property interests may not be conveyed, sold, or exchanged for less than the fair market value of the land. A fair market value has been determined by an appraisal obtained by County;

WHEREAS, the Tracts are real property interest owned by a political subdivision;

WHEREAS, District is a governmental entity that has the power of eminent domain;

WHEREAS, an appraisal was prepared by a certified appraiser, who appraised the Tracts at \$1,329,123.00; and

WHEREAS, County agrees to sell to District, who agrees to purchase, the Tracts upon the terms and conditions set forth herein.

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will convey the Tracts to District by Special Warranty Deed, together with all and singular the rights and appurtenances pertaining to the Tracts, including any right, title and interest of County in and to adjacent streets, alleys or rights-of-ways, together with any improvements.

2. The conveyance of the Tracts are subject to the following exceptions and the exceptions shown on Exhibit B attached hereto (collectively the "Permitted Exceptions"):

a. Subject to any and all easements and dedications of record or visible on the ground.

b. Save and except all oil, gas and other minerals in, under and that may be produced from such land.

c. Subject to any valid and outstanding mineral leases of record.

d. Subject to any zoning or subdivision requirements of governmental entities having jurisdiction thereof.

e. Subject to any restrictions, easements, reservations or covenants, and any other restrictions of record.

3. Closing of the transfer of the Tract to the District ("Closing") shall take place at the offices of Atlas, Hall & Rodriguez, LL.P., 818 Pecan, McAllen, Texas, on or before December 31, 2014 or at such earlier time, date and place as County and District may agree upon.

4. At Closing, District shall pay the County the sum of \$1,329,123.00 plus all closing costs including but not limited to and recording fees and costs specifically allocated to each respective party in numbered paragraph 6 hereof.

5. At Closing, County shall deliver to District:

a. A duly executed and acknowledged Special Warranty Deed conveying the Tracts in fee simple free and clear of any and all liens and encumbrances, except the Permitted Exceptions as defined in numbered paragraph 2 above (the "Deed"); and

b. Possession of the Tract.

6. All costs, adjustments and expenses of Closing shall be borne as follows:
 - a. Each party shall pay its own attorney's fees;
 - b. County shall pay the cost of an Owners Title Policy for the Tracts; and
 - c. District shall pay the cost of recording instruments presented by the County.

7. The terms and provisions of this Agreement shall survive the Closing, and may be enforced by specific performance.

8. If either party fails to comply with the obligations as set out in this Agreement, the other party may terminate this Agreement.

9. Any signatory to this Agreement, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

10. If prior to the Closing all or any portion of the Tract is condemned, either party shall have the right to terminate this Agreement upon giving written notice to the other party within ten (10) days of the date one party notifies the other, in writing, of such condemnation. If neither party elects to terminate this Agreement, then the Closing shall take place, as herein provided and the interest in any condemnation awards shall be assigned to the party receiving title to such property at Closing.

11. The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered by the transferring party at the Closing, together with recording or filing fees.

12. This Agreement may not be assigned without prior written consent executed by both parties hereto.

13. Any representations, warranties, or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

14. Time shall be of the essence of this Agreement.

15. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

16. This Agreement shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

17. in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to District: Hidalgo County Drainage District No. One
Attention: Manager
900 N. Doolittle Road
Edinburg, Texas 78541

19. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Tracts, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

20. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any

real estate broker or other person or entity because of the transactions contemplated herein.

21. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

22. In addition to the acts recited in this Agreement to be performed by the parties, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

The date of this Agreement is the ____ day of _____, 2014.

HIDALGO COUNTY

By: Ramon Garcia, County Judge
Print Name: _____
Title: _____

ATTEST:

By: _____
Arturo Guajardo, County Clerk

HIDALGO COUNTY DRAINAGE DISTRICT
NO. ONE
By: _____
Print Name: _____
Title: _____

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

By: _____
Stephen L. Crain

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
June 26, 2009
Parcel 2
Page 1 of 3
Rev.: 10/02/09

FIELD NOTES FOR PARCEL – 2

Being a 3.978-acre tract of land out of the West 30.0-acres of Lot 7, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 30.0-acre tract is vested to: J. Robert Velado and wife, Constance B. Velado, from H.S. Anderson and wife, Ellen R. Anderson, dated September 16, 1977, by virtue of a Warranty Deed with Vendor's Lien, recorded in Volume 1545, Page 947, Deed Records of Hidalgo County, Texas. Said 3.978-acre tract of land being more particularly described by metes and bounds as follows;

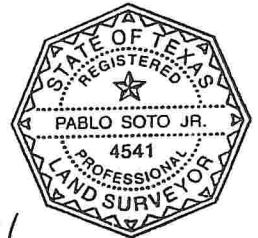
Beginning at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 30.0-acre tract, for the Northeast corner of this tract of land;
2. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said 30.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the Proposed South Right of Way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;
3. **THENCE**, North 81 degrees 26 minutes 51 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 623.18 feet to a No. 4 rebar set, for an interior corner of this tract of land;
4. **THENCE**, North 82 degrees 13 minutes 01 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 339.16 feet to a No. 4 rebar set, for an interior corner of this tract of land;
5. **THENCE**, North 81 degrees 14 minutes 23 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 27.70 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

Eng08.024J
June 26, 2009
Parcel 2
Page 2 of 3
Rev.: 10/02/09

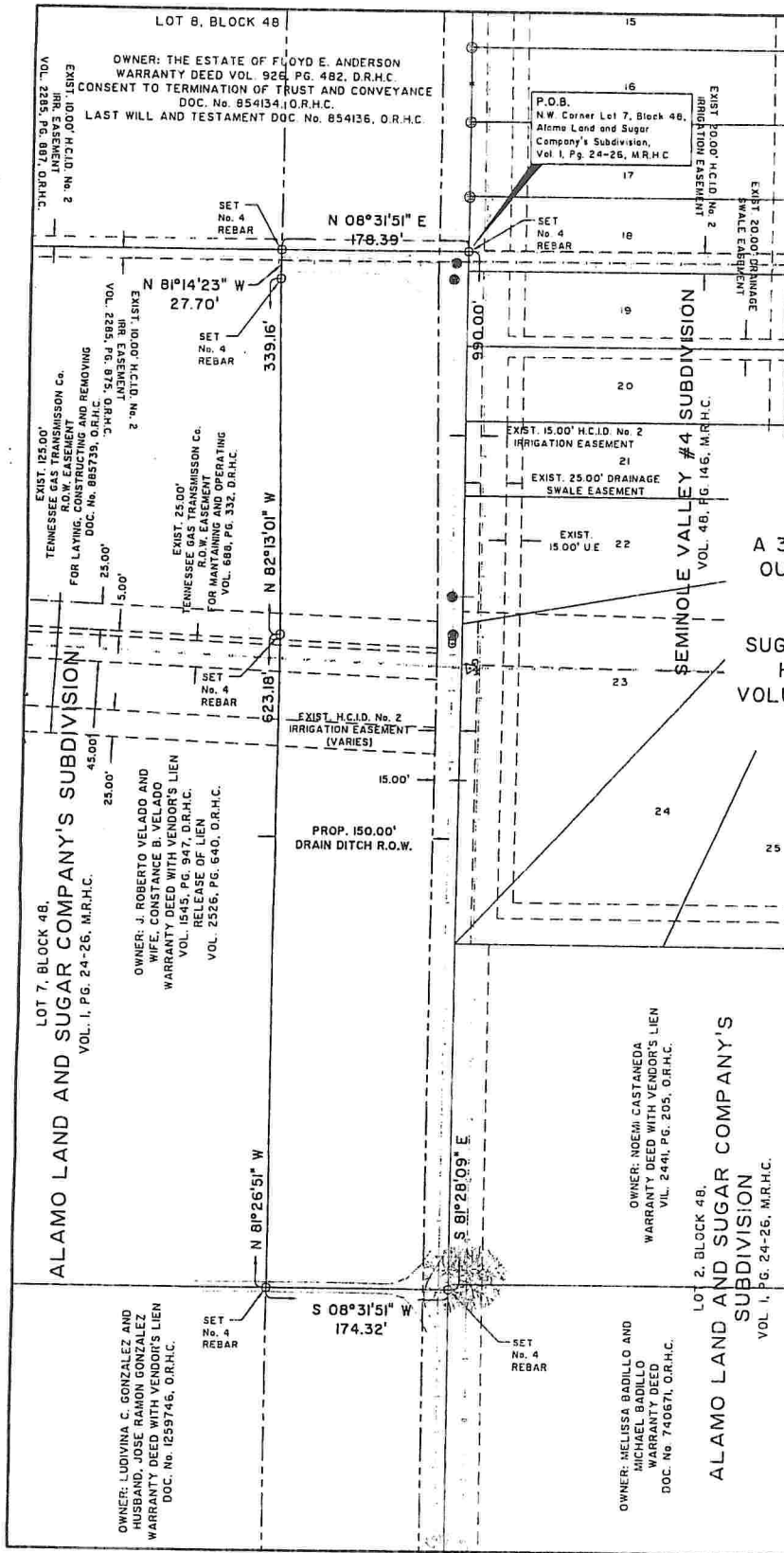
6. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 178.39 feet to the **POINT OF BEGINNING**, containing 3.978-acres, of which 0.603-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, 0.431-acres lies in the Existing Tennessee Gas Transmission Right of Way Easement, leaving a **Proposed Net Taking** of 2.944-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



[Handwritten Signature]

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09



SCALE: 1"=100'
BEARING BASIS AS PER
RINCON DEL VALLE SUBD
VOL. 29, PG. 122, M.R.H.C.

**PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 2**
A 3.978 ACRE TRACT OF LAND
OUT OF THE WEST 30-ACRES
OF LOT 7, BLOCK 48,
ALAMO LAND AND
SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME I, PAGES 24-26, M.R.H.C.

PARCEL 2

J. Robert Velado, and wife Constance B. Velado, by a Warranty Deed with vendor's lien, recorded in Volume 1545, Page 947, Deed Records of Hidalgo County, Texas, Release of Lien, recorded in Volume 2526, Page 640, Official Records of Hidalgo County, Texas.

DESCRIPTION: The West 30-acres of Lot 7, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume I, Pages 24-26, Map Records, Hidalgo County, Texas.

Total acreage: 30.0 ac.
To be acquired: 3.978 ac.
Exist. H.C.I.D. No. 2 Irr. Easement: 0.603 ac
Exist. Tennessee Gas Transmission R.O.W. Easement: 0.431 ac
Proposed net taking: 2.944 ac
Remainder: 26.022 ac
Document: _____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



R. Gutierrez
Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

Pablo Soto Jr.
PABLO SOTO, JR. - P.L.S. No. 4541
Date: 6/26/09 Rev: 10/2/09

JOB No: ENG08.024J DATE: 6/04/09
DRAWN BY: J.H.F. PAGE: 3 OF 3

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
June 18, 2009
Parcel 3
Page 1 of 2
Rev.: 10/02/09

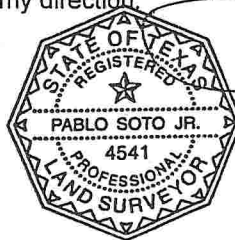
FIELD NOTES FOR PARCEL - 3

Being a 1.321-acre tract of land out of a 10.0-acre tract being the East one-half (1/2) of the East one-half (1/2) of Lot 7, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Ludivina C. Gonzalez, and husband Jose Ramon Gonzalez, from Russell L. Reynolds and wife, Merry M. Reynolds, dated October 21, 2003, by virtue of a Warranty Deed with Vendor's Lien, recorded in Document No. 1259746, Official Records of Hidalgo County, Texas. Said 1.321-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 7, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

1. THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 7, a distance of 174.44 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;
2. THENCE, North 81 degrees 26 minutes 51 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;
3. THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the North line of said Lot 7, for the Northwest corner of this tract of land;
4. THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.321-acres, of which 0.185-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a Proposed Net Taking of 1.136-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



[Handwritten Signature]
 PABLO SOTO, JR. - R.P.L.S. No. 4541
 Date: 6/26/09
 Rev.: 10/2/09

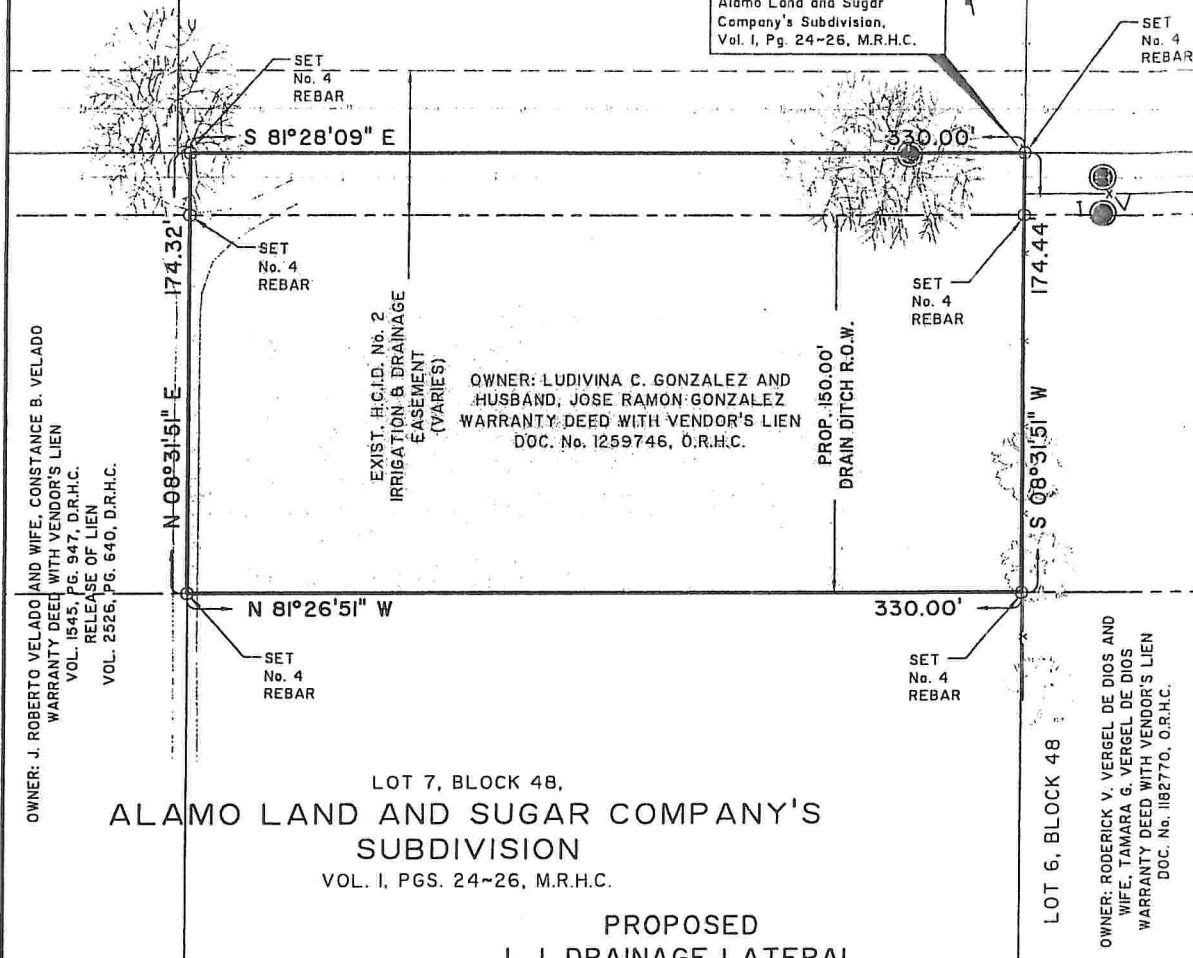
LOT 2, BLOCK 48,
ALAMO LAND AND SUGAR COMPANY'S
SUBDIVISION

VOL. I, PGS. 24~26, M.R.H.C.

OWNER: CIPRIANO CASTANEDA
DEED
DOC. No. 1930759, O.R.H.C.

P.O.B.
N.E. Corner Lot 7, Block 48,
Alamo Land and Sugar
Company's Subdivision,
Vol. I, Pg. 24-26, M.R.H.C.

SCALE: 1"=60'
BEARING BASIS AS PER
RINCON DEL VALLE SUBDI
VOL. 29, PG. 122, M.R.H.C



LOT 7, BLOCK 48,
ALAMO LAND AND SUGAR COMPANY'S
SUBDIVISION

VOL. I, PGS. 24~26, M.R.H.C.

PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 3

A 1.321 ACRE TRACT OF LAND
OUT OF THE EAST ONE-HALF (1/2) OF THE EAST ONE-HALF (1/2)
OF LOT 7, BLOCK 48,

ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.

VOLUME I, PAGES 24~26, M.R.H.C.

PARCEL 3

OWNER: Ludivina C. Gonzalez, and husband
Jose Ramon Gonzalez, Warranty Deed with
Vendor's Lien, recorded in Document No.
1259746, Official Records of Hidalgo
County, Texas.

DESCRIPTION: The East one-half (1/2) of the
East one-half (1/2) of Lot 7, Block 48,
Alamo Land & Sugar Company's Subdivision,
as per map recorded in Volume I, Pages
24-26, Map Records of Hidalgo County
Texas.

Total acreage: 10.00 ac.
To be acquired: 1.321 ac.
Proposed net taking: 1.136 ac.
Exist. H.C.I.D. No. 2 Irr. Easement: 0.185 ac.
Remainder: 8.679 ac.
Document: _____

The undersigned hereby certifies
that this survey, as described
hereon, was made on the ground
and that the only improvements on
the ground are as shown and that
there are no visible encroachments,
visible overlapping, apparent
conflicts, or visible easements,
except as shown hereon." This
survey substantially conforms to
the Minimum Standards of Practice
as approved by the Texas Board of
Professional Land Surveyors.



Pablo Soto Jr.
PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/26/09 Rev. 10/2/09

R. Gutierrez
Engineering
Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

JOB No.: ENG08.024J	DATE: 6/18/09
DRAWN BY: J.H.F.	PAGE: 2 OF 2

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J

June 29, 2009

Parcel 4

Page 1 of 3

Rev.: 10/02/09

FIELD NOTES FOR PARCEL - 4

Being a 2.643-acre tract of land out of an 18.21-acre tract out of Lot 6, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 18.21-acre tract is vested to: Roderick V. Vergel de Dios and wife, Tamara G. Vergel de Dios, from Ricardo Martinez and wife, Maria Martinez, dated March 21, 2003, by virtue of a Warranty Deed with Vendor's Lien, recorded in Document No. 1182770, Official Records of Hidalgo County, Texas. Said 2.643-acre tract of land being more particularly described by metes and bounds as follows;

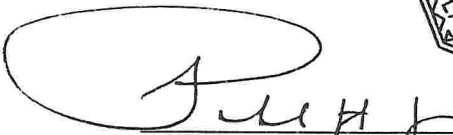
Beginning at a No. 4 rebar set at the Northwest corner of Lot 6, for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

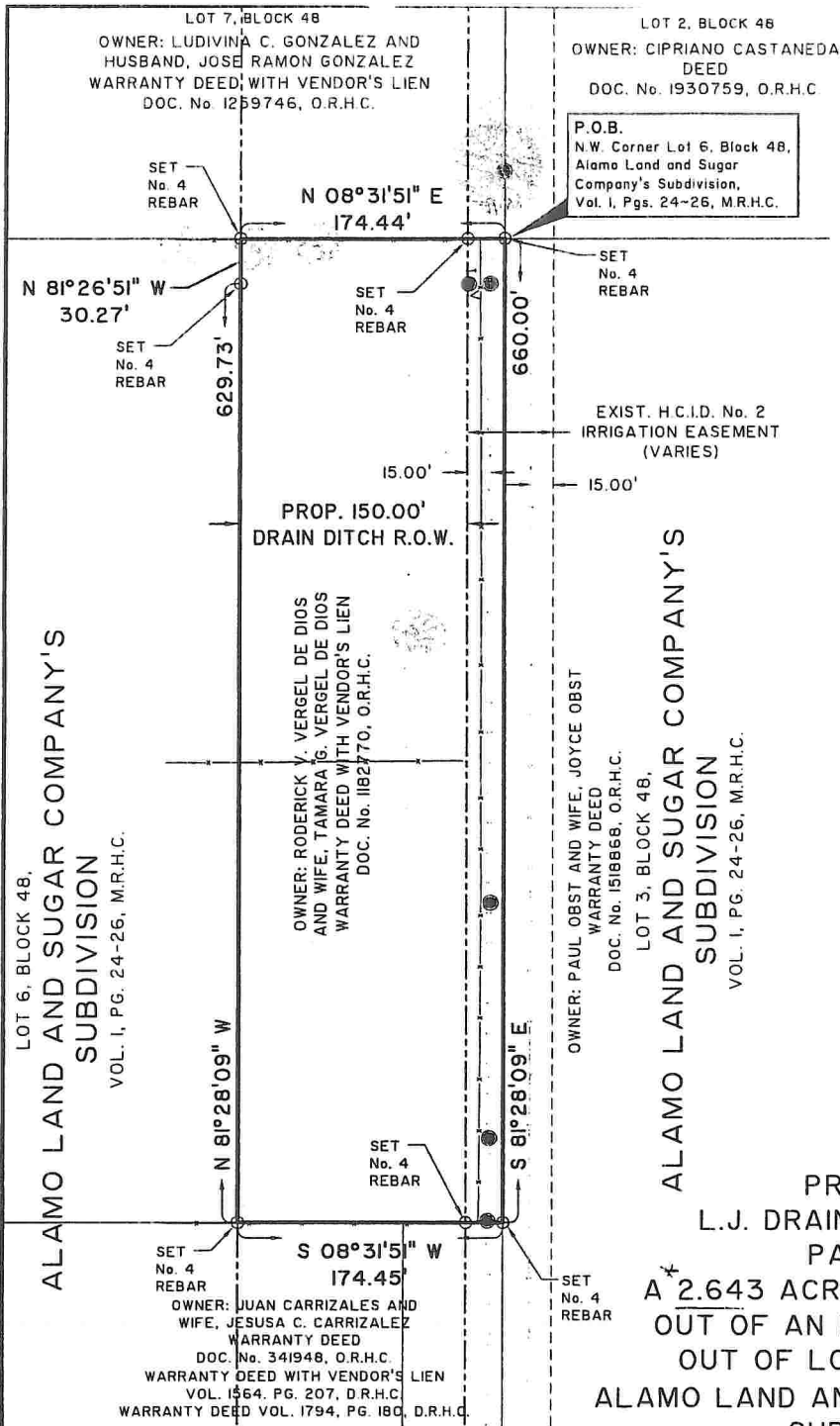
1. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 6, a distance of 660.00 feet to a No. 4 rebar set at the Northeast corner of said 18.21-acre tract, for the Northeast corner of this tract of land;
2. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said 18.21-acre tract, a distance of 174.45 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;
3. **THENCE**, North 81 degrees 28 minutes 09 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 629.73 feet to a No. 4 rebar set, for an exterior corner of this tract of land;
4. **THENCE**, North 81 degrees 26 minutes 51 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 30.27 feet to a No. 4 rebar set at the West line of said Lot 6, for the Southwest corner of this tract of land;

5. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 6, a distance of 174.44 feet to the **POINT OF BEGINNING**, containing 2.643-acres, of which 0.37-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 2.273-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.




PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/29/09
Rev.: 10/2/09



SCALE: 1"=100'
 BEARING BASIS AS PER
 RINCON DEL VALLE SUBD.
 VOL. 29, PG. 122, M.R.H.C.

PROPOSED
 L.J. DRAINAGE LATERAL
 PARCEL 4
 A 2.643 ACRE TRACT OF LAND
 OUT OF AN 18.21-ACRE TRACT
 OUT OF LOT 6, BLOCK 48,
 ALAMO LAND AND SUGAR COMPANY'S
 SUBDIVISION,
 HIDALGO COUNTY, TEXAS.
 VOLUME I, PAGES 24~26, M.R.H.C.

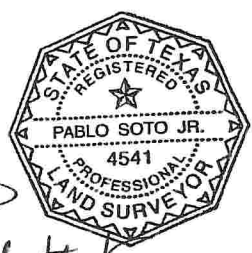
PARCEL 4

OWNER: Roderick V. Vergel de Dios and wife Tamara G. Vergel de Dios, by a Warranty Deed with Vendor's Lien, recorded in Document No. 1182770, Official Records of Hidalgo County, Texas.

DESCRIPTION: An 18.21-acre tract of land out of Lot 6, Block 48, Alamo Land & Sugar Company's Subdivision, as per map recorded in Volume I, Pages 24~26, Map Records of Hidalgo County Texas.

Total acreage: 18.21 ac.
 To be acquired: 2.643 ac.
 Exist. H.C.I.D. No. 2 Irr. Easement: 0.37 ac.
 Proposed net taking: 2.273 ac.
 Remainder: 15.567 ac.
 Document: _____

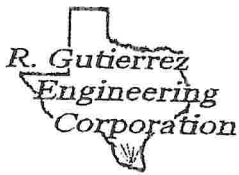
The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



PABLO SOTO, JR. - R.P.L.S. No. 4541
 Date: 6/26/09 Rev: 10/2/09

R. Gutiérrez
 Engineering Corporation
 Professional Engineers & Land Surveyors
 130 E. PARK AVENUE • PHARR, TEXAS 78577
 (TEL) 956 782-2557 • (FAX) 956 782-2558
 FIRM No. 486

JOB No.: ENG08 024J	DATE: 6/19/09
DRAWN BY: J.H.F.	PAGE: 3 OF 3



**METES AND BOUNDS DESCRIPTION
OF
(TRACT TWO)
A 15.00 FOOT DRAINAGE EASEMENT,
BEING A 0.174 OF AN ACRE OF LAND OUT
OF LOT 6, BLOCK 48,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26 M.R.H.C.**

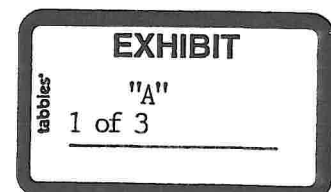
Being a 0.174 of an acre of land out of Lot 6, Block 48, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 0.174 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Southwest corner of Lot 6, Block 48, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 28 minutes 09 seconds East, with the South line of said Lot 6, Block 48, a distance of 660.00 feet to a cotton picker spindle found at the Southwest corner of Alamo Crossing Subdivision (recorded in Volume 53, Page 73, Map Records of Hidalgo County, Texas); **Thence**, North 08 degrees 31 minutes 51 seconds East, with the West line of said Alamo Crossing Subdivision, a distance of 20.00 feet pass a No. 4 rebar found at the South Right of Way line of Minnesota Road and at a total distance of 640.00 feet to a No. 4 rebar set for the Southeast corner and **POINT OF BEGINNING** of this tract of land;

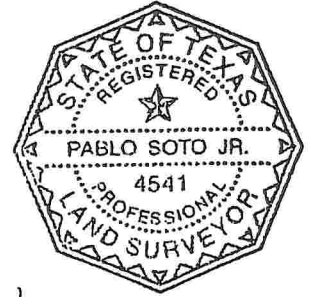
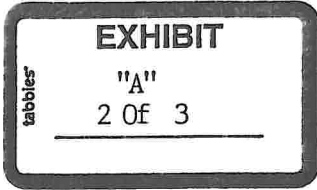
THENCE, North 81 degrees 28 minutes 09 seconds West, parallel to the South line of said Lot 6, Block 48, a distance of 15.00 feet to a No. 4 rebar set for the Southwest Corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, parallel to the West line of said Lot 6, Block 48, a distance of 505.55 feet to a No. 4 rebar set for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South Line of said Lot 6, Block 48, a distance of 15.00 feet to a No. 4 rebar found for the Northeast corner of this tract of land;



THENCE, South 08 degrees 31 minutes 51 seconds West, parallel to the West line of said Lot 6, Block 48, a distance of 505.55 feet to the **POINT OF BEGINNING** and containing 0.174 of an acre of land more or less.



A handwritten signature in black ink, appearing to read "Pablo Soto Jr.", written over a horizontal line.

PABLO SOTO Jr. - R.P.L.S. No. 4515

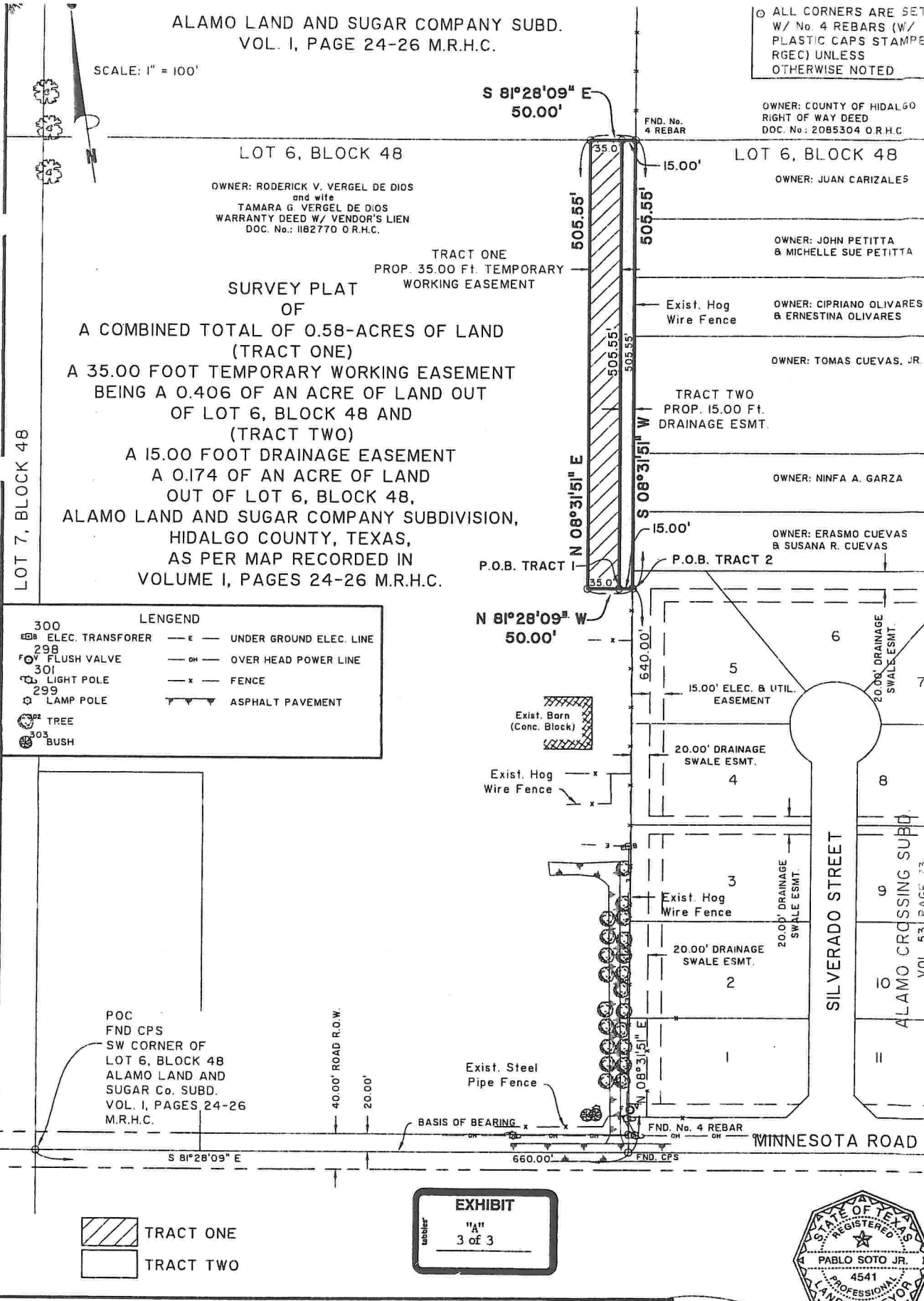
Date: 10/4/10

ALAMO LAND AND SUGAR COMPANY SUBD.
VOL. I, PAGE 24-26 M.R.H.C.

SCALE: 1" = 100'

ALL CORNERS ARE SET
W/ No. 4 REBAR (W/
PLASTIC CAPS STAMPE
RGEC) UNLESS
OTHERWISE NOTED

OWNER: COUNTY OF HIDALGO
RIGHT OF WAY DEED
DOC. No.: 20B5304 O.R.H.C.



TRACT ONE (Hatched box)
TRACT TWO (White box)

EXHIBIT
"A"
3 of 3



R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

Pablo Soto Jr.
PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 10/04/10 Revised: 1/2/11

JOB No.: ENGOB 024J DATE: 10-04-2010
DRAWN BY: RG PAGE: 5 of 5

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
June 26, 2009
Parcel 5A
Page 1 of 3
Rev.: 10/02/09

FIELD NOTES FOR PARCEL – 5A

Being a 2.483-acre tract of land comprised of Tract I: A 0.591 of an acre out of the North 1.0-acre of the North 5.0-acres of the North one-half (1/2) of the East 20.0-acres, and Tract II: 1.544-acres out of the South 4.0-acres of the North 5.0-acres of the North one-half (1/2) of the East 20.0-acres, both out of Lot 6, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said Tract I is vested to Juan Carrizales and wife, Jesusa C. Carrizales., from Felix Cuevas and Margarita Mendez Cuevas, by virtue of a Warranty Deed, dated August 31, 1992, recorded in Document No. 341948, Official Records, Hidalgo County, Texas, Tract II is vested to Juan Carrizales and wife, Jesusa C. Carrizales, by virtue of a Warranty Deed with Vendor's Lien, Dated December 30, 1977, recorded in Volume 1564, Page 207, Deed Records of Hidalgo County, Texas, and by a Warranty Deed dated July 6, 1982, recorded in Volume 1794, Page 180, Deed Records of Hidalgo County, Texas. Save and Except: a tract of Land containing 1.0-acre tract being the South 66.0 feet of the North 5.0-acres of the North one-half (1/2) of the East 20.0-acres of said Lot 6, Block 48, recorded in Document No. 321187, Official Records of Hidalgo County, Texas. Said 2.483-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a Cotton Picker Spindle set at the Northeast corner of Lot 6, **THENCE**, North 81 degrees 28 minutes 09 seconds West, with the North line of Lot 6, a distance of 40.00 feet to a No. 4 rebar set on the Existing West Right of Way line of Alamo Road (F.M. 907), for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the Existing West Right of Way line of said Alamo Road (F.M. 907), a distance of 174.45 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;
2. **THENCE**, North 81 degrees 28 minutes 09 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 620.00 feet to a No. 4 rebar set at the West line of the East 20.0-acres of Lot 6, Block 48, for the Southwest corner of this tract of land;
3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20.0-acres, a distance of 174.45 feet to a No. 4 rebar set at the North line of said Lot 6, for the Northwest corner of this tract of land;

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 6, a distance of 620.00 feet to the **POINT OF BEGINNING**, containing 2.483-acres, of which 0.348-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 2.135-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



[Handwritten signature of Pablo Soto, Jr.]

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 6/29/09

Rev.: 10/2/09

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
July 20, 2009
Parcel 6A
Page 1 of 3
Rev.: 10/02/09

FIELD NOTES FOR PARCEL – 6A

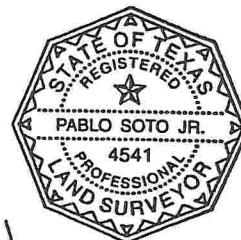
A 5.065-acre tract of land out of a 10.0-acre tract being the North one-half (1/2) of the North one-half (1/2) of Lot 5, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 10.0-acre Tract is vested to: Cron Citrus Acres (as to an undivided one-half interest), from Iris V.O. Cron, Independent Executrix of the Estate of Lawrence E. Cron, Deceased, dated September 12, 1980, by virtue of a Warranty Deed, recorded in Volume 1689, Page 479, Deed Records of Hidalgo County, Texas. To Cron Citrus Acres #2 a Texas General Partnership (as to an undivided 25%) and Alicia L. Cron (as to an undivided 25%), from Cron Citrus Acres, by virtue of a Warranty Deed, dated May 13, 1987, recorded in Volume 2447, Page 881, Official Records of Hidalgo County, Texas. Said 5.065-acre tract of land being more particularly described by metes and bounds as follows;


Commencing at a Cotton Picker Spindle set at the Northwest corner of said Lot 5, **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 5, a distance of 40.00 feet to a No. 4 rebar set on the Existing East Right of Way line of Alamo Road (F.M. 907), for the Northwest corner and **POINT OF BEGINNING** of this tract of land;

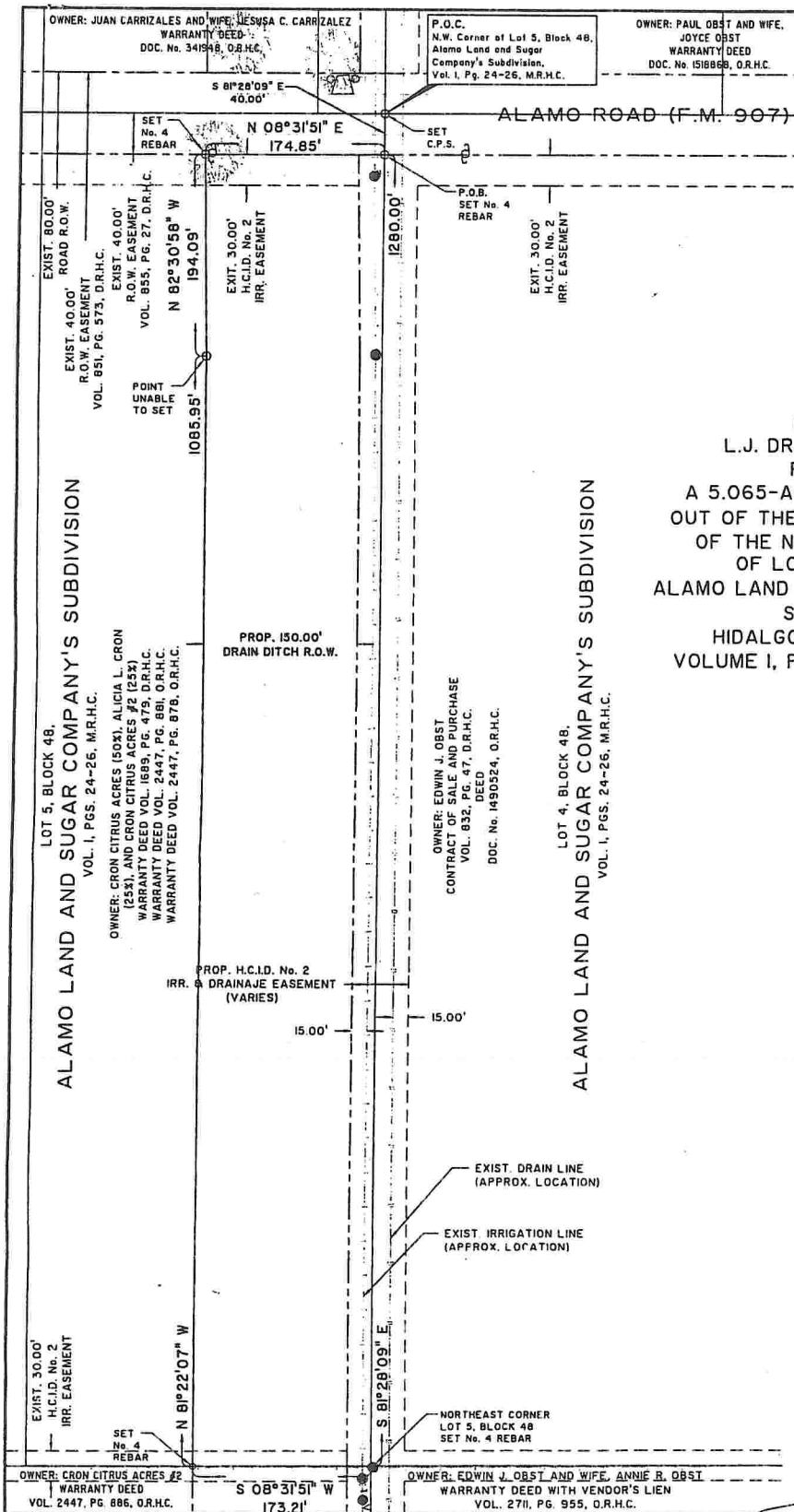
1. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 5, a distance of 1280.00 feet to a No. 4 rebar set at the Northeast corner of said Lot 5, for the Northeast corner of this tract of land;
2. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 5, a distance of 173.21 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;
3. **THENCE**, North 81 degrees 22 minutes 07 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1085.95 feet to an interior corner of this tract of land;
4. **THENCE**, North 82 degrees 30 minutes 58 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 194.09 feet to a No. 4 rebar set at the Existing East Right of Way line of said Alamo Road (F.M. 907), for the Southwest corner of this tract of land;

5. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Alamo Road (907), a distance of 174.85 feet to the **POINT OF BEGINNING**, containing 5.065-acres, of which 0.812-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 4.253-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.




PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 7/20/09
Rev.: 10/2/09



SCALE: 1"=100'
BEARING BASIS AS PER
RINCON DEL VALLE SUBD
VOL. 29, PG. 122, M.R.H.C.

PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 6A
A 5.065-ACRE TRACT OF LAND
OUT OF THE NORTH ONE-HALF (1/2)
OF THE NORTH ONE-HALF (1/2)
OF LOT 5, BLOCK 48,
ALAMO LAND AND SUGAR COMPANY'S
SUBDIVISION,
HIDALGO COUNTY, TEXAS,
VOLUME I, PAGES 24~26, M.R.H.C.

PARCEL 6A

OWNER: Cron Citrus Acres (as to 50%),
Cron Citrus Acres #2 (as to 25%), and
Alicia L. Cron (as to 25%), by a Warranty
Deed, recorded in Vol. 1689, Pg. 479,
Deed Records of Hidalgo County, Texas,
by Warranty Deed, recorded in Volume
2447, Pg. 881, Official Records of Hidalgo
County, Texas, and by a Warranty Deed,
recorded in Vol. 2447, Pg. 878, Official
Records of Hidalgo County, Texas.

DESCRIPTION: The North one-half of the
North one-half of Lot 5, Block 48, Alamo
Land & Sugar Company's Subdivision,
recorded in Vol. I, Pgs. 24-26, Map
Records of Hidalgo County, Texas.

Total acreage: 10.0 ac.
To be acquired: 5.065 ac.
Exist. H.C.I.D. No. 2 Irr. Esmt.: 0.812 ac.
Net Taking: 4.253 ac.
Remainder: 4.935 ac.
Document: _____

The undersigned hereby certifies that this
survey, as described hereon, was made on
the ground and that the only improvements
on the ground are as shown and that there
are no visible encroachments, visible
overlapping, apparent conflicts, or visible
easements, except as shown hereon. This
survey substantially conforms to the
Minimum Standards of Practice as approved
by the Texas Board of Professional Land
Surveyors.



R. Gutierrez
Engineering
Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

Pablo Soto Jr.
PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 7/20/09 Rev: 02/2/09
JOB No.: EN608.024J DATE: 6/08/09
DRAWN BY: J.H.F. PAGE: 3 OF 3

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J

July 20, 2009

Parcel 7A

Page 1 of 3

Rev.: 10/05/09

FIELD NOTES FOR PARCEL – 7A


A 3.947-acre tract of land out of a 27.5-acre tract out of the West one half (1/2), and the West one-half (1/2) of the East one-half (1/2) of Lot 8, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 27.5-acre tract is vested to: Cron Citrus Acres #2, a Texas General Partnership composed of: Paul Douglas Cron and Auston B. Cron, from P. Douglas Cron Independent Executor of the Estate of Iris V.O. Cron, Deceased and Cron Citrus Acres, by virtue of a Warranty Deed, dated May 13, 1987, recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas, Less and Except: 2 ½ acres out of the Southwest corner of said Lot 8, by virtue of a Warranty Deed, recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas. Said 3.947-acre tract of land being more particularly described by metes and bounds as follows;

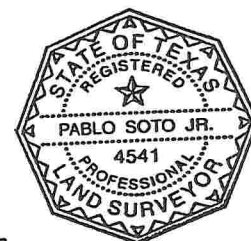
Beginning at a No. 4 rebar set at the Northwest corner of Lot 8, for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

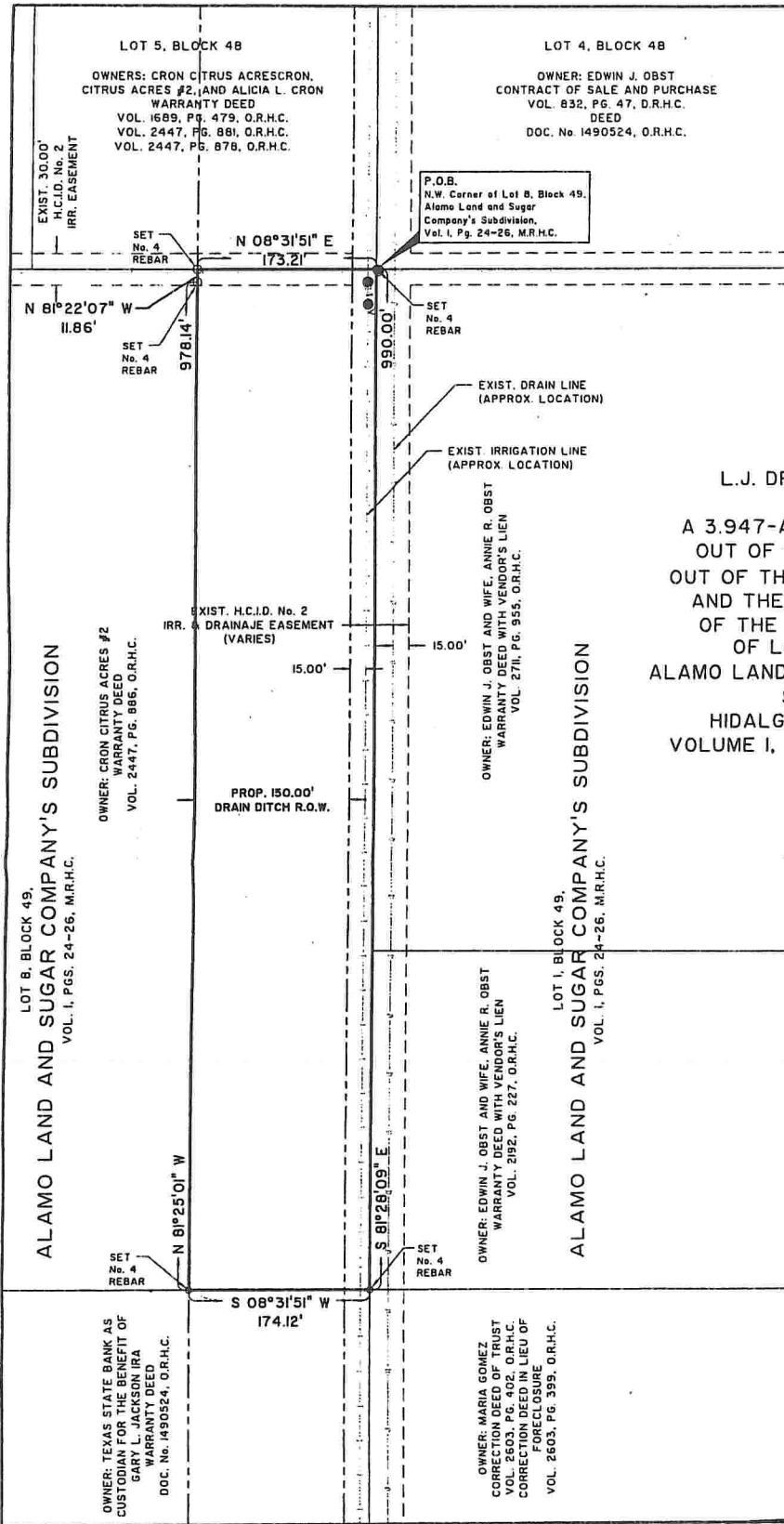
1. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 8, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 27.5-acre tract, for the Northeast corner of this tract of land;
2. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said 27.5-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;
3. **THENCE**, North 81 degrees 25 minutes 01 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 978.14 feet to a No. 4 rebar set, for an interior corner of this tract of land;
4. **THENCE**, North 81 degrees 22 minutes 07 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 11.86 feet to a No. 4 rebar set at the West line of said Lot 8, for the Southwest corner of this tract of land;

5. THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 8, a distance of 173.21 feet to the **POINT OF BEGINNING**, containing 3.947-acres, of which 0.59-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 3.357-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.


PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 7/20/09
Rev.: 10/5/09





SCALE: 1"=100'
 BEARING BASIS AS PER
 RINCON DEL VALLE SUBD.
 VOL. 29, PG. 122, M.R.H.C.

PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 7A
 A 3.947-ACRE TRACT OF LAND
 OUT OF THE WEST ONE-HALF (1/2),
 AND THE WEST ONE-HALF (1/2)
 OF THE EAST ONE-HALF (1/2)
 OF LOT 8, BLOCK 49,
 ALAMO LAND AND SUGAR COMPANY'S
 SUBDIVISION,
 HIDALGO COUNTY, TEXAS.
 VOLUME I, PAGES 24-26, M.R.H.C.

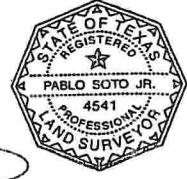
PARCEL 7A

OWNER: Cron Citrus Acres #2, by a Warranty Deed, recorded in Vol. 2447, Pg. 886, Official Records of Hidalgo County, Texas.

DESCRIPTION: The West one-half (1/2) and the West one-half (1/2) of the East one-half (1/2) of Lot 8, Block 49, Alamo Land & Sugar Company's Subdivision, recorded in Vol. 1, Pgs. 24-26, Map Records of Hidalgo County, Texas. Less and Except: 2 1/4 acres out of the Southwest corner of Lot 8, Block 49, by Warranty Deed recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas.

Total acreage: 27.5 ac.
 To be acquired: 3.947 ac.
 Exist. H.C.I.D. No. 2 Irr. Esmt.: 0.59 ac.
 Net Taking: 3.357 ac.
 Remainder: 23.553 ac.
 Document:

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



R. Gutierrez
Engineering Corporation
Professional Engineers & Land Surveyors
 130 E. PARK AVENUE • PHARR, TEXAS 78577
 (TEL) 956 782-2557 • (FAX) 956 782-2558

Pablo Soto, Jr.
 PABLO SOTO, JR. R.P.L.S. No. 4541
 Date: 7/20/09 Rev: 10/5/09

JOB No.: ENGO8 024J	DATE: 6/11/09
DRAWN BY: J.H.F.	PAGE: 3 OF 3

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
July 06, 2009
Parcel 8A
Page 1 of 2
Rev.: 10/05/09

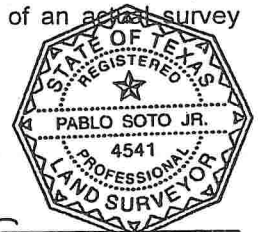
FIELD NOTES FOR PARCEL – 8A

Being a 1.32-acre tract of land out of the East 10-acres of Lot 8, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 10-acre tract is vested to: Texas State Bank as Custodian for the benefit of Gary L. Jackson IRA, from John E. Christian and wife, Norma Christian, by virtue of a Warranty Deed, dated November 30, 2000, recorded in Document No. 928513, Official Records of Hidalgo County, Texas. Said 1.32-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

1. THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 174.42 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;
2. THENCE, North 81 degrees 25 minutes 01 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;
3. THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;
4. THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.32-acres, of which 0.236-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a Proposed Net Taking of 1.084-acres of land, more or less.

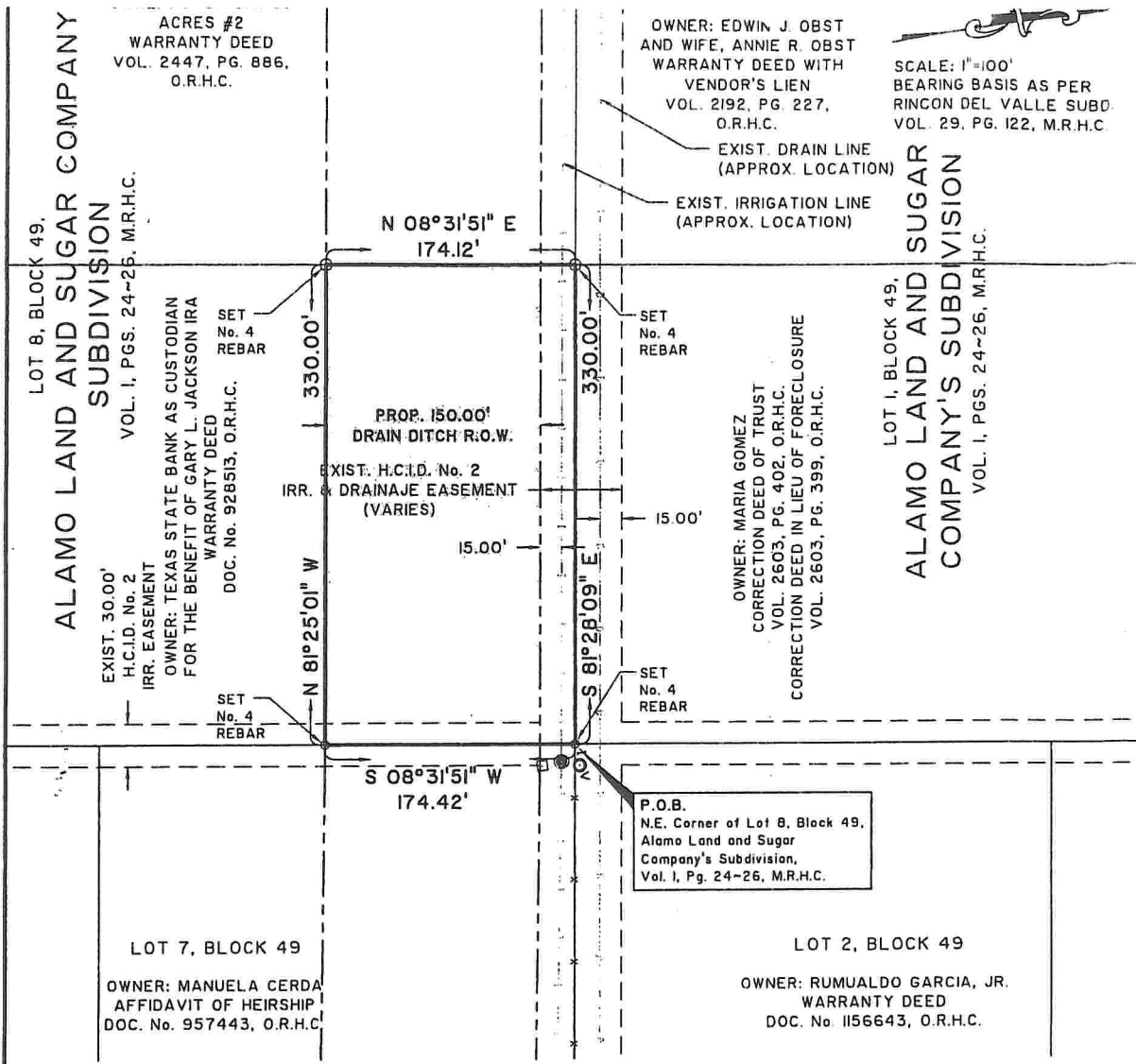
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. – R.P.L.S. No. 4541

Date: 7/06/09

Rev.: 10/5/09



PARCEL 8A

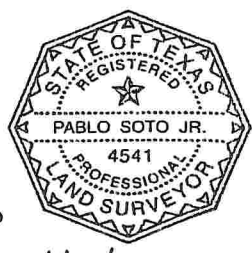
OWNER: Texas State Bank as Custodian for the benefit of Gary L. Jackson IRA, by a Warranty Deed, recorded in Document No. 926513, Official Records of Hidalgo County, Texas.

DESCRIPTION: The East 10.0 acres of Lot 8, Block 49, Alamo Land & Sugar Company's Subdivision, recorded in Vol. I, Pgs. 24-26, Map Records of Hidalgo County, Texas.

Total acreage: 10.0 ac.
 To be acquired: 1.32 ac.
 Exist. H.C.I.D. No. 2 Irr. Esmt.: 0.236 ac.
 Proposed net Taking: 1.084 ac.
 Remainder: 8.68 ac.
 Document: _____

**PROPOSED
 L.J. DRAINAGE LATERAL
 PARCEL 8A
 A 1.32-ACRE TRACT OF LAND
 OUT OF THE EAST 10.0-ACRES
 OF LOT 8, BLOCK 49,
 ALAMO LAND AND SUGAR COMPANY'S
 SUBDIVISION,
 HIDALGO COUNTY, TEXAS.
 VOLUME I, PAGES 24~26, M.R.H.C.**

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



PABLO SOTO, JR. - R.P.L.S. No. 4541
 Date: 7/06/09 Rev: 10/5/09

R. Gutierrez Engineering Corporation
 Professional Engineers & Land Surveyors
 130 E. PARK AVENUE • PHARR, TEXAS 78577
 (TEL) 956 782-2557 • (FAX) 956 782-2558

JOB No.: ENG08.024J	DATE: 6/12/09
DRAWN BY: J.H.F.	PAGE: 2 OF 2

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
June 22, 2009
Parcel 9A
Page 1 of 3
1st Rev.: 6/25/09
2nd Rev.: 10/05/09

FIELD NOTES FOR PARCEL - 9A

Being a 3.804-acre tract of land out of the North 10.0-acres of Lot 7, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 10.0-acre tract is vested to Manuela Cerda, from Joseph P. Boro and wife, Sophie N. Boro, and from the Estate of Pedro Cerda, Deceased, by virtue of a Warranty Deed with Vendor's Lien, dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records of Hidalgo County, Texas, and by an Affidavit of Heirship, recorded in Document No. 957443, Official Records of Hidalgo County, Texas. Said 3.804-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

1. THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 954.61 feet to a No. 4 rebar set, for the Northeast corner of this tract of land;
2. THENCE, South 53 degrees 31 minutes 51 seconds West, a distance of 48.95 feet to a No. 4 rebar set, for an interior corner of this tract of land;
3. THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 150.01 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;
4. THENCE, North 80 degrees 49 minutes 35 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 908.68 feet to a No. 4 rebar set, for an interior corner of this tract of land;
5. THENCE, North 81 degrees 25 minutes 01 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 11.38 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

DATE JUN 02 2010

A true copy I certify

ARTURO GUAJARDO, JR.

County Clerk, Hidalgo County, Texas

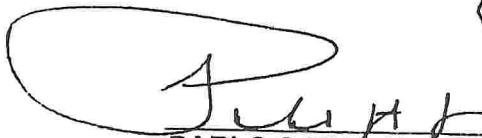
By [Signature] Deputy

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)

Eng08.024J
June 22, 2009
Parcel 9A
Page 1 of 3
1st Rev.: 6/25/09
2nd Rev.: 10/05/09

6. THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 174.42 feet to the POINT OF BEGINNING, containing 3.804-acres, of which 0.688-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a Proposed Net Taking of 3.116-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 6/23/09

1st Rev.: 6/25/09

2nd Rev.: 10/5/09

JUN 02 2010

DATE _____

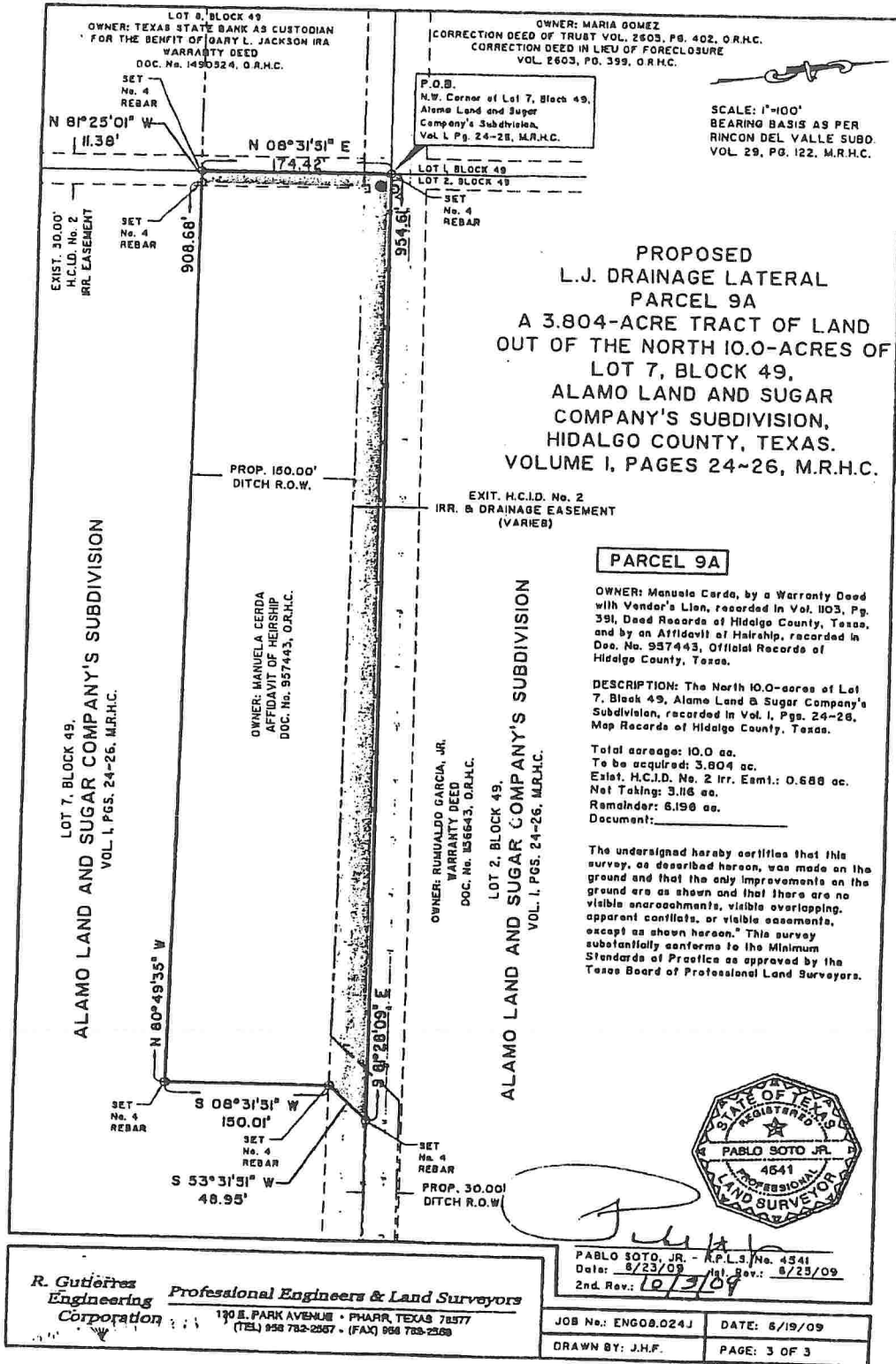
A true copy I certify

ARTURO GUAJARDO, JR.

County Clerk, Hidalgo County, Texas

By _____ Deputy

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



DATE JUN 02 2010
 Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement
 Arturo Guajardo, Jr.
 County Clerk, Hidalgo County, Texas
 By _____ Deputy

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J

May 27, 2009

Parcel 12

Page 1 of 2

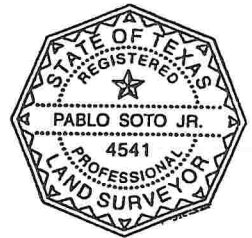
FIELD NOTES FOR PARCEL - 12

Being a 0.008-acre tract of land out of Lot 13, Sitio Owassa Subdivision, Hidalgo County, Texas, as per map recorded in Volume 49, Page 46, Map Records of Hidalgo County, Texas. Said Lot 13 is vested to Luis Martinez Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien, dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.008-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Southwest corner of Lot 13, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

1. THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 13, a distance of 25.00 feet to a No. 4 rebar set at the Proposed North Right of Way line of said L.J. Drainage Lateral, for the Northwest corner of this tract of land;
2. THENCE, South 81 degrees 28 minutes 09 seconds East, with the Proposed North Right of Way line of said L.J. Drainage Lateral, a distance of 26.43 feet to a No. 4 rebar set at the East line of said Lot 13, for the Northeast corner of this tract of land;
3. THENCE, South 55 degrees 07 minutes 32 seconds West, with the East line of said Lot 13, a distance of 36.38 feet to the POINT OF BEGINNING, containing 0.008-acres, of which 0.008-acres lies in the Existing Swale Easement.

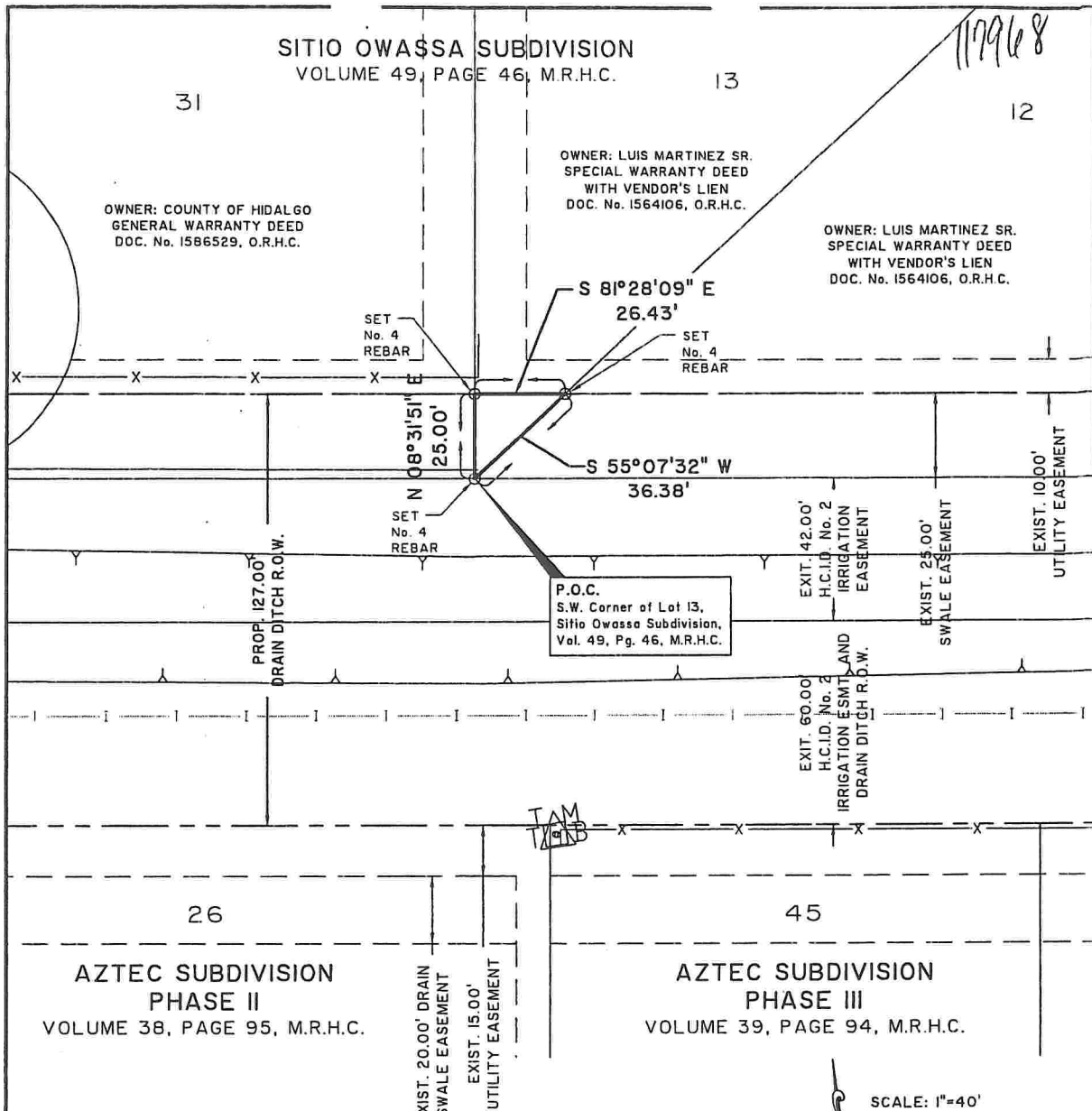
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



Pablo Soto Jr.
 PABLO SOTO, JR. - R.P.L.S. No. 4541
 Date: 7/1/09

SITIO OWASSA SUBDIVISION
VOLUME 49, PAGE 46, M.R.H.C.

119968



26
AZTEC SUBDIVISION
PHASE II
VOLUME 38, PAGE 95, M.R.H.C.

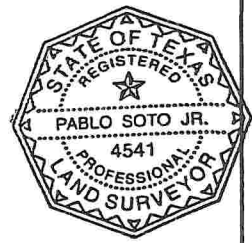
45
AZTEC SUBDIVISION
PHASE III
VOLUME 39, PAGE 94, M.R.H.C.

PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 12
A 0.008-ACRE TRACT OF LAND
OUT OF LOT 13,
SITIO OWASSA SUBDIVISION,
HIDALGO COUNTY, TEXAS,
VOLUME 49, PAGE 46, M.R.H.C.

PARCEL 12
OWNER: Luis Martinez Sr., by a Special Warranty Deed with Vendor's Lien, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas.
DESCRIPTION: Lot 13, Sitio Owassa Subdivision, recorded in Vol. 49, Pg. 46, Map Records of Hidalgo County, Texas.
Total acreage: 0.581 ac.
To be acquired: 0.008 ac.
Exist. Swale Esmt.: 0.008 ac.
Prop. Net Taking: 0.0 ac.
Remainder: 0.573 ac.
Document: _____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

SCALE: 1"=40'
BEARING BASIS AS PER
RINCON DEL VALLE SUBD.
VOL. 29, PG. 122, M.R.H.C.



Pablo Soto Jr.
PABLO SOTO, JR., R.P.L.S. No. 4541
Date: 7/1/09

R. Gutierrez Engineering Corporation Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

JOB No.: ENGOB.024J	DATE: 5/22/09
DRAWN BY: J.H.F.	PAGE: 2 OF 2

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
May 27, 2009
Parcel 13
Page 1 of 2

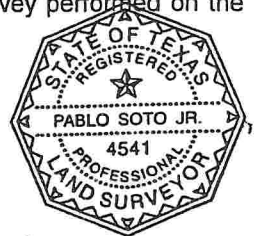
FIELD NOTES FOR PARCEL – 13

Being a 0.12-acre tract of land out of Lot 12, Sitio Owassa Subdivision, Hidalgo County, Texas, as per map recorded in Volume 49, Page 46, Map Records of Hidalgo County, Texas. Said Lot 12 is vested to Luis Martinez Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien, dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of Lot 12, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

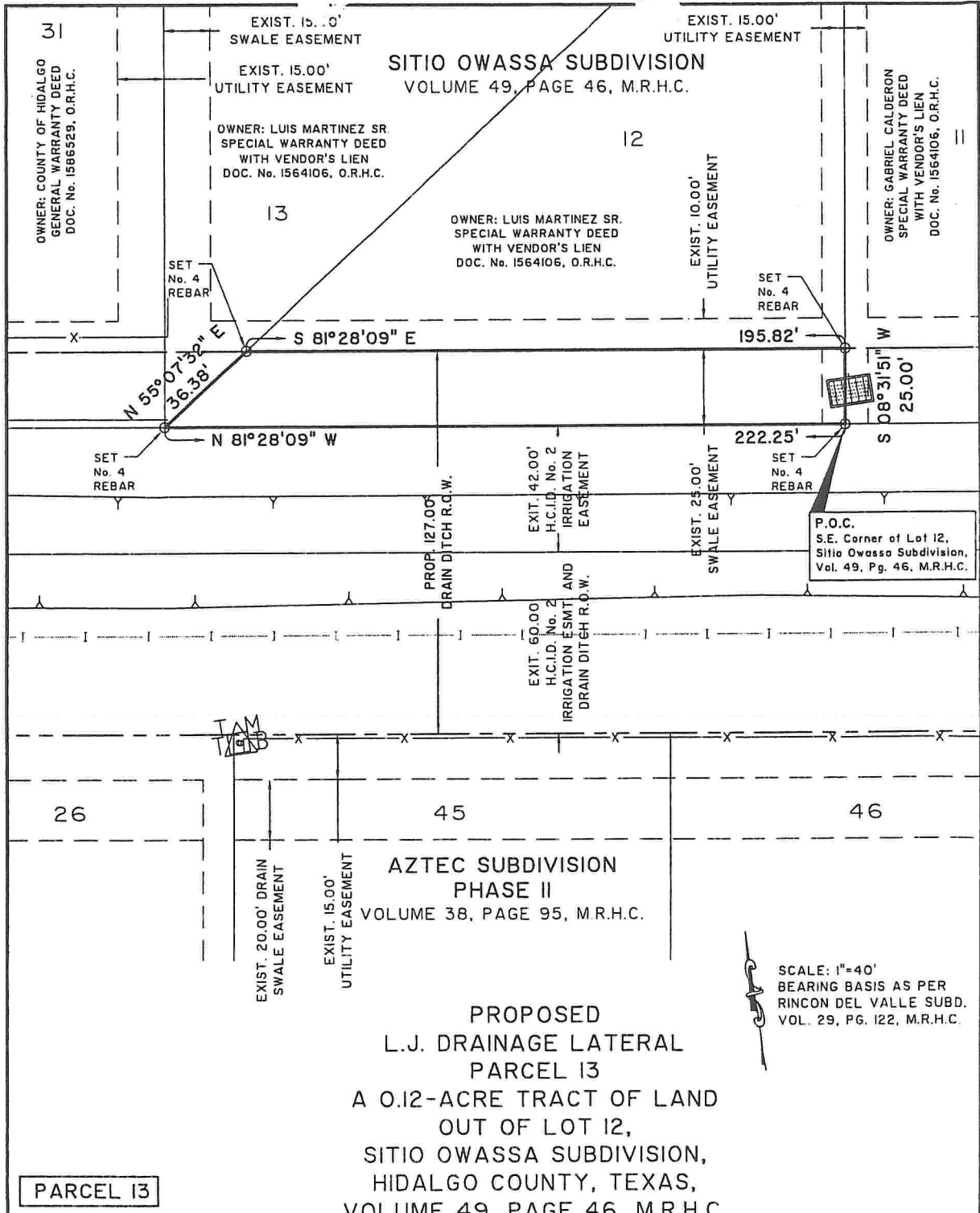
1. **THENCE**, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 12, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 12, for the Southwest corner of this tract of land;
2. **THENCE**, North 55 degrees 07 minutes 32 seconds East, with the West line of said Lot 12, a distance of 36.38 feet to a No. 4 rebar set at the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;
3. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the Proposed North Right of Way line of said L.J. Drainage Lateral, a distance of 195.82 feet to a No. 4 rebar set at the East line of said Lot 12, for the Northeast corner of this tract of land;
4. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 12, a distance of 25.00 feet to the **POINT OF BEGINNING**, containing 0.12-of an acre, of which 0.12-acres lies in the Existing Swale Easement.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



A handwritten signature in black ink, appearing to read "Pablo Soto Jr.", written over a horizontal line.

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 7/1/09



PARCEL 13

OWNER: Luis Martinez Sr., by a Special Warranty Deed with Vendor's Lien, recorded in Document No. 1564106, Official

**PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 13
A 0.12-ACRE TRACT OF LAND
OUT OF LOT 12,
SITIO OWASSA SUBDIVISION,
HIDALGO COUNTY, TEXAS,
VOLUME 49, PAGE 46, M.R.H.C.**

SCALE: 1"=40'
BEARING BASIS AS PER
RINCON DEL VALLE SUBD.
VOL. 29, PG. 122, M.R.H.C.

P.O.C.
S.E. Corner of Lot 12,
Sitio Owassa Subdivision,
Vol. 49, Pg. 46, M.R.H.C.

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
May 27, 2009
Parcel 14
Page 1 of 2

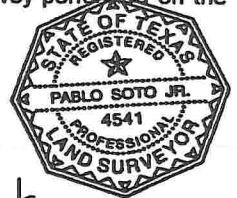
FIELD NOTES FOR PARCEL - 14


Being a 0.12-acre tract of land out of Lot 11, Sitio Owassa Subdivision, Hidalgo County, Texas, as per map recorded in Volume 49, Page 46, Map Records of Hidalgo County, Texas. Said Lot 11 is vested to Gabriel Calderon, from OH Investment Properties, Inc., by virtue of a Special Warranty Deed with Vendor's Lien, dated November 23, 2005, recorded in Document No. 1549281, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows;

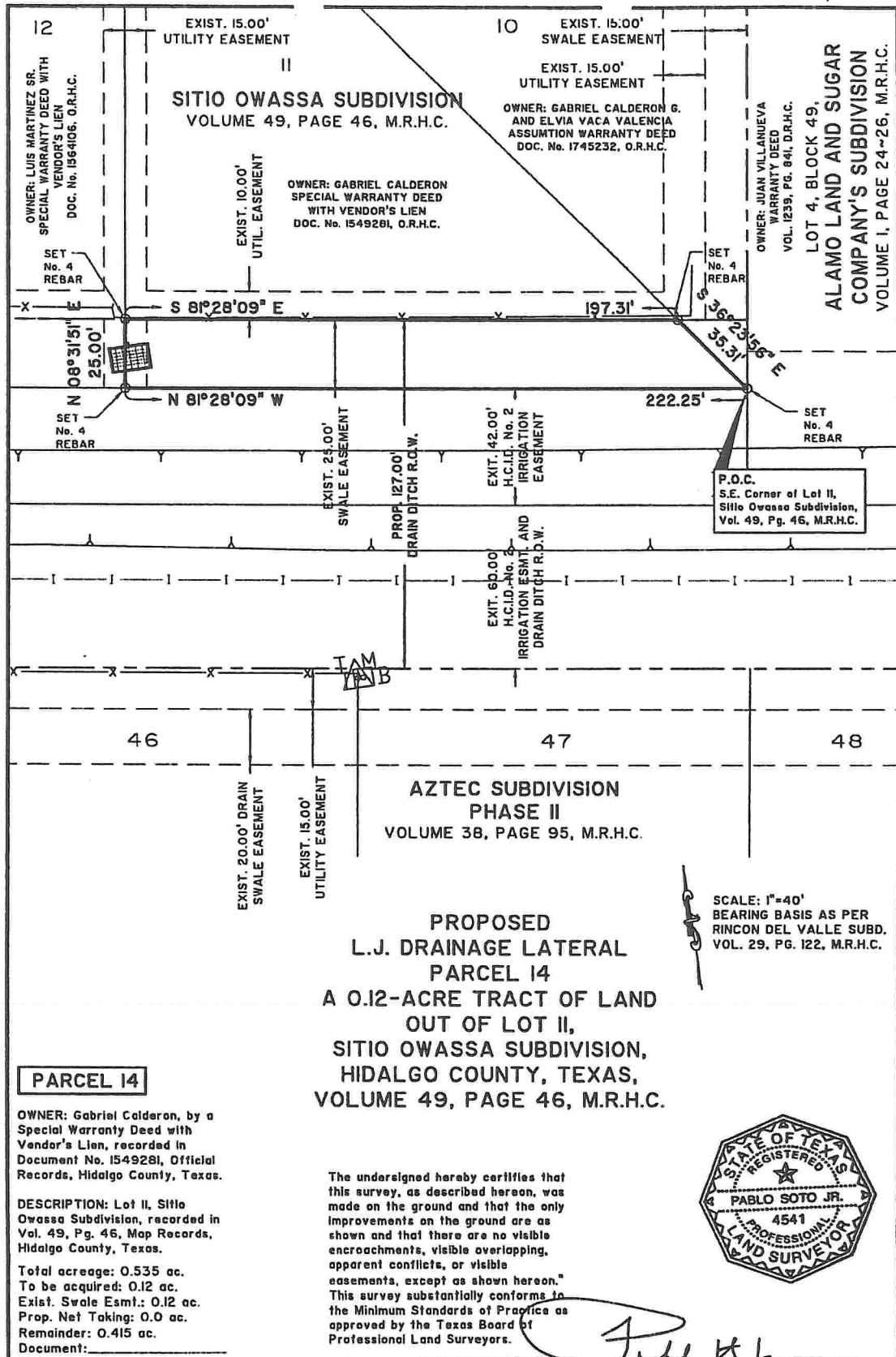
Beginning at a No. 4 rebar set at the Southeast corner of Lot 11, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

1. **THENCE**, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 11, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 11, for the Southwest corner of this tract of land;
2. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line said Lot 11, a distance of 25.00 feet to a No. 4 rebar set on the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;
3. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the Proposed North Right of Way line of said L.J. Drainage Lateral, a distance of 197.31 feet to a No. 4 rebar set at the East line of said Lot 11, for the Northeast corner of this tract of land;
4. **THENCE**, South 36 degrees 23 minutes 56 seconds East, with the East line said Lot 11, a distance of 35.31 feet to the **POINT OF BEGINNING**, containing 0.12-of an acre, of which 0.12-acres lies in the Existing Swale Easement.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.




PABLO SOTO, JR. R.P.L.S. No. 4541
DATE: 7/20/09



PARCEL 14

OWNER: Gabriel Calderon, by a Special Warranty Deed with Vendor's Lien, recorded in Document No. 1549281, Official Records, Hidalgo County, Texas.

DESCRIPTION: Lot II, Sitio Owassa Subdivision, recorded in Vol. 49, Pg. 46, Map Records, Hidalgo County, Texas.

Total acreage: 0.535 ac.
 To be acquired: 0.12 ac.
 Exist. Swale Esmt.: 0.12 ac.
 Prop. Net Taking: 0.0 ac.
 Remainder: 0.415 ac.
 Document: _____

**PROPOSED
 L.J. DRAINAGE LATERAL
 PARCEL 14
 A 0.12-ACRE TRACT OF LAND
 OUT OF LOT II,
 SITIO OWASSA SUBDIVISION,
 HIDALGO COUNTY, TEXAS,
 VOLUME 49, PAGE 46, M.R.H.C.**

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



PABLO SOTO, JR. R.P.E.S. No. 4541

Date: 7/20/09

R. Gutierrez Engineering Corporation
 Professional Engineers & Land Surveyors
 130 E. PARK AVENUE • PHARR, TEXAS 78577
 (TEL) 958 782-2557 • (FAX) 958 782-2558

JOB No.: ENG08.024J	DATE: 5/22/09
DRAWN BY: J.H.F.	PAGE: 2 OF 2

SCALE: 1"=40'
 BEARING BASIS AS PER
 RINCON DEL VALLE SUBD.
 VOL. 29, PG. 122, M.R.H.C.

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
May 29, 2009
Parcel 19
Page 1 of 2

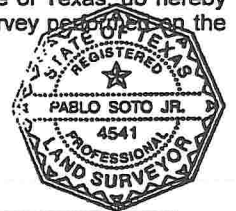
FIELD NOTES FOR PARCEL - 19

Being a 1.515-acre tract of land comprised of Tract I: an undivided 10.933-acres and Tract II: an undivided 9.067-acres out of the East 20.0-acres of Lot 1, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 20-acre tract of land is vested to Edwin J. Obst, Sr. and wife Annie Obst, by virtue of Warranty Deeds, dated September 1, 1976, recorded in Volume 1503, Page 559, and Volume 1503, Page 561, Deed Records of Hidalgo County, Texas. Said 1.515-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of Lot 1, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

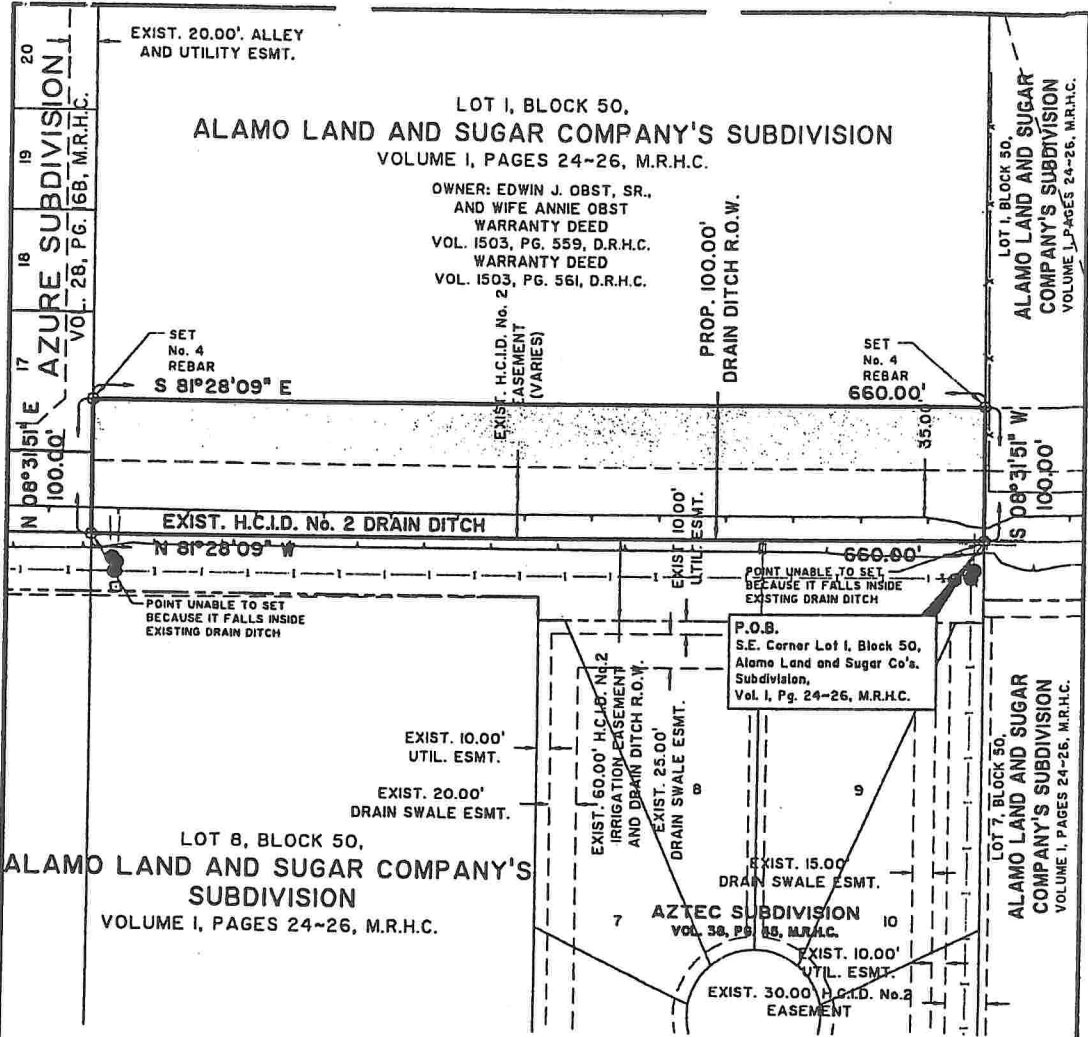
1. THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 1, a distance of 660.00 feet to the Southwest corner of said 20-acre tract, for the Southwest corner of this tract of land;
2. THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20-acre tract, a distance of a 100.00 feet to a No. 4 rebar set at the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;
3. THENCE, South 81 degrees 28 minutes 09 seconds East, with said Proposed Right of Way line, a distance of 660.00 feet to a No. 4 rebar set at the East line of said Lot 1, for the Northeast corner of this tract of land;
4. THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line said Lot 1, a distance of 100.00 feet to the POINT OF BEGINNING, containing 1.515-acres, of which 0.807-acres lies in the Existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a Proposed Net Taking of 0.708-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 7/20/09



**PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 19**

**A 1.515-ACRE TRACT OF LAND
OUT OF THE EAST 20-ACRES OF
LOT 1, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S
SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME I, PAGES 24-26, M.R.H.C.**

PARCEL 19

OWNER: Edwin J. Obst Sr., and wife Annie Obst, by a Warranty Deed, recorded in Volume 1503, Page 559, Deed Records, Hidalgo County, Texas, and by Warranty Deed, recorded in Volume 1503, Page 561, Deed Records, Hidalgo County, Texas.

DESCRIPTION: The East 20-acres comprised of Tract I: an undivided 10.933-acres and Tract II: an undivided 9.067-acres of Lot 1, Block 50, Alamo Land and Sugar Company's Subdivision, recorded in Vol. I, Pgs. 24-26, Map Records, Hidalgo County, Texas.

Total acreage: 20.0 ac.
To be acquired: 1.515 ac.
Exist. H.C.I.D. No. 2
Drain Ditch Esmt.: 0.807 ac.
Net Taking: 0.708 ac.
Remainder: 18.485 ac.
Document: _____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

SCALE: 1"=100'
BEARING BASIS AS PER
RINCON DEL VALLE SUBD.
VOL. 29, PG. 122, M.R.H.C.



PABLO SOTO, JR. - P.L.S. No. 4541
Date: 7/20/09

**R. Gutierrez
Engineering
Corporation** Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

JOB No.: ENG08.024J DATE: 5/22/09
DRAWN BY: J.H.F. PAGE: 2 OF 2

AI -47733

5.

DRAINAGE DISTRICT

Meeting Date: 12/16/2014

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with R. Gutierrez Engineering Corporation as it relates to Pct. 2- "Las Milpas Road Crossing South Floodwater Channel East of FM 907 (Alamo Road)". Approved for negotiations by HCDD1 Board of Directors on November 18, 2014.

B.) Requesting approval of Work Authorization No. 1 with R. Gutierrez Engineering Corporation in the amount of \$16,416.00 as it relates to Engineering Services for Pct. 2 -" Las Milpas Road Crossing South Floodwater Channel East of FM 907 (Alamo Road)".

C.) Requesting approval of Work Authorization No. 2 with R. Gutierrez Engineering Corporation in the amount of \$2,592.00 as it relates to Surveying Services for Pct. 2 - "Las Milpas Road Crossing South Floodwater Channel East of FM 907 (Alamo Road)".

D.) Approval of subconsultant(s) of TEDSI Infrastructure Group for Phase II of the Master Drainage System for the design and expansion of the lateral drain outfall systems for Precinct No. 1 and Precinct No. 4 in accordance with that certain Agreement by and between Hidalgo County Drainage District No.1 and TEDSI Infrastructure Group dated the 23rd day of March, 2004.

2013 BOND SERIES

E.) Approval of subconsultant(s) of TEDSI Infrastructure Group for Precinct 1 2012 Bond Referendum Improvement Projects in accordance with that certain Agreement by and between Hidalgo County Drainage District No.1 and TEDSI Infrastructure Group dated the 9th day of April, 2013.

F.) Requesting approval of Supplemental Agreement No. 2 to Work Authorization No. 4A with TEDSI Infrastructure Group in the amount of \$5,125.98 as it relates to Material Testing for Monte Cristo Drain Control Structure. Pct.1 - 2012 Bond Referendum Improvement Projects.

G.) Requesting approval of Supplemental Agreement No. 2 to Work Authorization No. 4B with TEDSI Infrastructure Group in the amount of \$6,394.50 as it relates to Material Testing for Weslaco North Lateral Control Structure. Pct. 1 - 2012 Bond Referendum Improvement Projects.

H.) Requesting approval of Work Authorization No. 17 with TEDSI Infrastructure Group in the amount of \$24,507.85 as it relates to Material Testing and Construction Management required for Pct. 1 Spanish Palms Outfall Improvements. Pct. 1 - 2012 Bond Referendum Improvement Projects.

I.) Requesting approval of Supplemental Agreement No. 3 with L&G Engineering to Agreement for Professional Services Pct. 3 - "La Joya Watershed Improvement Project" amendment of Project Team.

BACKGROUND

Fiscal Impact

Attachments

TEDSI letter subs Phase II MDS

TEDSI letter subs Pct.1 2012 Bond

R. Gutierrez Agreement Las Milpas

WA No. 1 Las Milpas

WA No. 2 Las Milpas

TEDSI SA No. 2 to WA No.4A

TEDSI SA No. 2 to WA No. 4B

TEDSI WA No. 17 Spanish Palms

L&G SA No. 3 LJWS

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Jaime Salazar

Final Approval Date: 12/12/2014

Reviewed By

Veronica Ortiz

Monica Badillo

Date

12/11/2014 08:52 AM

12/12/2014 07:12 PM

Started On: 12/09/2014 01:01 PM

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

December 4, 2014

Mr. Godfrey Garza, Jr. CFM
District Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

RE: *Subconsultant utilized for Phase II of the MDS for the design and expansion of the Lateral Drain Outfall Systems for Precinct No. 1 and No. 4 & Pct.1-2012 Bond Referendum Improvement Projects*

Dear Mr. Garza:

We would like to inform you of the subconsultants used under the various Work Authorizations on the Phase II of the MDS for the design and expansion of the Lateral Drain Outfall Systems for Precinct No. 1 and No. 4 and Pct. 1-2012 Bond Referendum Improvement Project that were not included in the original contracts.

Phase II of the MDS for the design and expansion of the Lateral Drain Outfall Systems for Precinct No. 1 and No. 4


L&G Engineering Laboratory
RGV Right-of-Way Services, LLC.
Civil Systems Engineering, Inc.
Quintanilla, Headley & Associates, Inc.
Dos Logistics
Valley Right of Way Consulting Services, LLC.

Pct.1-2012 Bond Referendum Improvement

HNTB
Beatly Bangle Strama, LP
Bickerstaff Heath Delgado Acosta, LLP
Quintanilla Headley & Associates
AMTEST
RGV Right-of-Way Services, LLC.
University of Texas-Pan American

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

Thank you,



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



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

December 8, 2014

Mr. Godfrey Garza, Jr. CFM
District Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

RE: *Subconsultants utilized for Pct.1-2012 Bond Referendum Improvement Project*

Dear Mr. Garza:

We would like to inform you of the subconsultants used under the various Work Authorizations on the Pct. 1-2012 Bond Referendum Improvement Project that were not included in the original contracts.

Pct.1-2012 Bond Referendum Improvement

HNTB

Beatly Bangle Strama, LP

Bickerstaff Heath Delgado Acosta, LLP

Quintanilla Headley & Associates

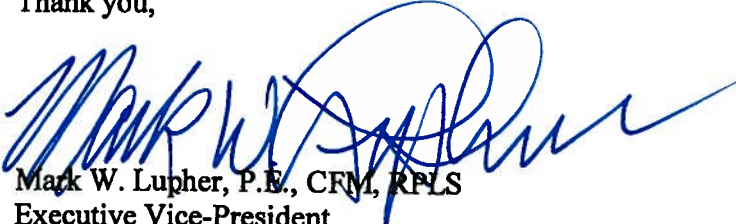
AMTEST

RGV Right-of-Way Services, LLC.

University of Texas-Pan American

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

Thank you,



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



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

December 8, 2014

Mr. Godfrey Garza, Jr. CFM
District Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

RE: *Subconsultants utilized for Phase II of the MDS for the design and expansion of the Lateral Drain Outfall Systems for Precinct No. 1 and No. 4 Project*

Dear Mr. Garza:


We would like to inform you of the subconsultants used under the various Work Authorizations on the Phase II of the MDS for the design and expansion of the Lateral Drain Outfall Systems for Precinct No. 1 and No. 4 that were not included in the original contracts.

Phase II of the MDS for the design and expansion of the Lateral Drain Outfall Systems for Precinct No. 1 and No. 4

L&G Engineering Laboratory
RGV Right-of-Way Services, LLC.
Civil Systems Engineering, Inc.
Quintanilla, Headley & Associates, Inc.
Dos Logistics
Valley Right of Way Consulting Services, LLC.

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

Thank you,



Mark W. Lupton, P.E., CFM, RPLS
Executive Vice-President

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the “**Owner**”, and **R. GUTIERREZ ENGINEERING CORPORATION** professional **Engineers**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for “**the design, bidding and construction administration services for the rehabilitation of piling on an existing bridge located where Las Milpas Road crosses the South Floodwater Channel, east of FM 907 (Alamo Road)**” hereinafter referred to as the “**Project**”.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform management and professional **Engineering** services in connection with the “**Project**” as stated in the articles to follow and for having rendered such services, the **Owner** agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the “**Project**” with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the “**Project**” and fulfillment of this Agreement, as identified in **EXHIBIT “A” Services to be**

Provided by the Owner, attached hereto and made a part of this Agreement and the **Engineer** will provide professional management and **Engineering** services identified in **EXHIBIT “B”- Services to Provided by the Engineer, attached hereto and made a part of this agreement.**

I. General Contract Management (hereinafter referred to as “GCM”). For GCM, the primary role of the **Engineer** will be to perform professional management services. The **Engineer** as GCM manager, shall direct all tasks required by the project team (hereinafter referred to as “**Project Team**” and identified in the organizational chart shown in **EXHIBIT “B2”-Project Team**, attached hereto), consisting of various subconsultants, in the development of the project. As GCM manager, the **Engineer** shall organize and manage the project team, including:

- assigning the various **Engineering** work tasks; directing and controlling the work;
- planning, conducting, and documenting internal and external meetings; stabilizing policy, procedures, and quality assurance; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary **Engineering**, final design, and construction of the project.

II. Preliminary Project Planning & Development. For preliminary and development of the project, the primary role of the **Engineer** will be to perform **Engineering** activities and work tasks associated with the preparation of an environmental document, public involvement, and the development of primary and secondary project field control through field surveying and aerial mapping.

III. Preliminary Engineering, Final Design & Construction. For these services, the **Engineer** will be performing **Engineering** activities as follows:

(A) **Preliminary Engineering.** As identified in **EXHIBIT “A”**, attached hereto, the **Owner** shall provide to the **Engineer** any available relevant data the **Owner** may have on file concerning the project for the **Engineer** to review. The **Engineer** will indicate of any errors and omissions and corrections needed as a basis for the final design of the project. The **Engineer** will prepare a report, hereinafter referred to as the “**Preliminary Engineering Report**”. The “**Preliminary Engineering Report**” will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost estimates and to set forth clearly the **Engineer**’s recommendations for the final design of the project. The **Engineer**’s recommendations for the final design of the project shall meet all federal, state and county permitting requirements.

(B) **Final Design.** Upon approval by the **Owner** of the **Engineer**’s final recommendations, as shown in the “**Preliminary Engineering Report**”, the **Engineer** will perform all required **Engineering** tasks, as more particularly identified in **EXHIBIT “B”**, attached hereto, to provide the **Owner** with a complete and approved set of plans, specifications, and estimates (incorporated herein by reference as “PS&E” for each phase of construction of the project).

(C) **Construction.** The **Engineer** will provide construction phase **Engineering** services for each phase of construction of the project that is authorized and funded by the **Owner** for construction. The steps or sequence for the professional management and **Engineering**

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT “B”**, attached hereto.

(1) **Basic Services:** Basic Services, incorporated herein by reference as “**Basic Services**”, includes those professional services not otherwise identified under Article 5.2 of this Agreement.

(2) **Special Services:** Special services, incorporated herein by reference as “**Special Services**”, includes those professional services identified under Article 5.2 of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C” - *Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on **December 31, 2015** (hereinafter referred to as the “**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner’s** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer**

shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the "**Project**" and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the “**Project**” under this Agreement, the **Engineer’s** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer’s** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit “C”**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer’s** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of “**Project**” deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 Basic Services. For and in consideration of the Basic Services to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in EXHIBIT “B”, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for Basic Services, subject to adjustment in accordance

with Article 6.1 herein, is equal to nine and one-half percent (9.5%) of the construction cost of the Project, as mutually-agreed between the Owner and the Engineer and more particularly defined in Article 6.1 herein, (hereinafter referred to as the “Basic Services Fee”), plus up to an additional one-half percent (0.5%) if the Engineer furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in EXHIBIT “D2”

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT “B”**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as “**Special Services Fee**”) at the hourly labor rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D”** - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of “**Project**” site **Engineer**, resident **Engineer** and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the “**Project**”.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

5.3 Incentives. The **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer**, as

more particularly identified in **EXHIBIT "B"** (under Funding Sources), attached hereto, for obtaining funding from potential funding sources for the **Project**. This incentive is stated in **Exhibit "D2"-Funding Source Incentive**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for meeting the incentive requirements will be made by the **Owner**, upon presentation of the **Request for Payment** by the **Engineer** in accordance with the terms and provisions of Article 6 hereof.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

Should the **Project** or portions of the **Project** be awarded for construction, the **Owner** will reconcile and determine the final maximum amount payable for the **Basic Services Fee**, as identified in Article 5.1 hereof, for that portion of the Project that has been awarded for construction as follows:

(1) Construction Cost-An estimated construction cost will be developed for each phase of the project, and be updated throughout engineering (advance planning, final design and plans and specifications) development. A construction cost will be mutually agreed between the Owner and the Engineer in writing at the time of submittal of the final plans and specifications to the Owner (the “Final Estimated Construction Cost”). A fee will be calculated as nine and one-half percent (9.5%) of the Final Estimated Construction Cost (“Preliminary Basic Services Fee”). After the project is constructed, and the final construction cost of the project is determined, the Preliminary Basic Services Fee will be adjusted no more than plus or minus ten percent (+/-10%) as follows:

(a) If the final construction cost of the project is more than the Final Estimated construction Cost, the Basic Services Fee for engineering will be adjusted up, but the adjustment will be no more than plus ten percent (+10%) of the Preliminary Basic Services Fee; or,

(b) If the final construction cost of the project is less than the Final Estimated Construction Cost, the Basic Services Fee for engineering will be adjusted down, but the adjustment will be no more than minus ten percent (-10%) of the Preliminary Basic Services Fee.

(2) Incentives – The portion of the Basic Services Fee for funding incentive will be reconciled and based on funding received at the time of reconciliation.

This reconciliation and determination by the **Owner** will be performed on a yearly basis throughout the development of the **Project**, and within the period of service established in Article 3. Payment due to the **Engineer** or credit owed to the **Owner** by the **Engineer** in the amount of this reconciliation and determination shall be applied to the next applicable **Request for Payment**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (“**Final Request for Payment**”) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (“**Final Payment**”) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer’s** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer’s** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the “**Project**” for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer’s** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer’s** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer’s** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the "**Project**". (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the "**Project**", or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the "**Project**", as required through the course of the development to the "**Project**". The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates

established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **“Project”’s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **“Project”** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **“Project”** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT “F” - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as **“Supplemental Agreement”**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT “D”** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound **Engineering** principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound **Engineering** principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 "Project" Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of "Project" Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the "**Project**" to enable it to reduce the construction cost of the "**Project**" to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to

the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the “**Project**”, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the “**Project**”. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the “**Project**”, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the “**Project**” is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the “**Project**” with the **Owner’s** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer’s** permission for any proper purpose relating to the “**Project**”, including but not limited to additions to or completion of the “**Project**”. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional **Engineer**, shall be made in accordance with the Texas **Engineering** practice Act and the Rules of the State Board of Registration for Professional **Engineers**.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the "**Project**" will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the "**Project**" and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other

confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this "**Project**" to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this "**Project**" under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent

applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this "**Project**", the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible **Engineer** or **Engineers** licensed to practice in the State of Texas, who shall sign, seal and date all appropriate **Engineering** submissions to the **Owner** in accordance with the Texas **Engineering** Practice Act and the Rules of the State Board of Registration for Professional **Engineers**.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the "**Project**" and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved

of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the “**Project**” has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that **Engineering** design work performed by the **Engineer** hereunder shall be in accordance with sound **Engineering** design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer’s** experience and abilities with respect to performing the **Engineer’s** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer’s** best efforts, skill, judgment and abilities to design the “**Project**” and to further the interests of the **Owner** in accordance with the **Owner’s** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as “**PS&E**”) are identified in this Agreement under Article 2 hereof or **EXHIBIT “B”**, attached hereto, as part of the services to be provided by the **Engineer** for the “**Project**”, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the “**Project**”, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer’s** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the "**Project**" has been fully completed, shall be of the standard and quality which prevail among **Engineers** of similar experience, knowledge, skill and ability engaged in **Engineering** practice throughout Texas under the same or similar circumstances involving the design and construction of "**Project**".

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the "**Project**"; that because of such talent and training, the **Engineer** envisions the construction of the "**Project**" in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent **Engineer** having such special skills could anticipate may arise from the proper use of the "**Project**" after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and **Owners** of property within the area affected by the "**Project**" are within a class of foreseeable persons who will be relying on the "**Project**" being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the "**Project**", the **Engineer** represents, covenants and agrees that the **PS&E** of the "**Project**" will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the "**Project**" will conform to its foreseeable use as a "**Project**" with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the "**Project**"; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the "**Project**" is designed; and the "**Project**" will be inspected in a workmanlike, professional manner and will be suitable for the "**Project**"'s intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in

any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **“Project”**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer’s** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer’s** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer’s Resources. The **Engineer** shall furnish and maintain, at the **Engineer’s** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 “Project” Manager. The **Engineer** shall provide a manager (**“Project” Manager**) for the **“Project”** that is a registered professional **Engineer** in the State of Texas. The **“Project”** manager shall have such knowledge and experience as will enable that **“Project” Manager** during the course of the **“Project”** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **“Project” Manager** prior to the completion and acceptance of the **“Project”**, the **Engineer** will submit a request to change the **“Project” Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **“Project”** when so instructed by the **Owner**. The **Engineer** certifies

that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **“Project”**. Taking into consideration that the **Owner** has a significant investment in the development of the **“Project”**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **“Project”**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT “B”** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **“Indemnitors”**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner’s** respective directors, elected officials, employees and agents (collectively **“Indemnitees”**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively **“Liabilities”**) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer’s** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the

Engineer or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in

limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the **Engineer** under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.

- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the "**Project**" by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees

of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, **Engineer** or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:

**Hidalgo County Drainage Dist. No. 1
Attn: District Manager
902 N. Doolittle Rd
Edinburg, TX 78542**

ENGINEER:

**R. Gutierrez Engineering Corporation
Attn: Ramiro Gutierrez, President
130 E. Park
Pharr, TX 78577**

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the ____ day of _____, 2014.

**ENGINEER:
R. GUTIERREZ ENGINEERING CORPORATION**

BY: 

Ramiro Gutierrez, President

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

BY: _____
Ramon Garcia, Chairman of the Board
Hidalgo County Drainage District No. 1

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Article 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the "**Project**".
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the "**Project**" mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Exhibit "B" of the Agreement.
 - (9) Review and approve the "**Project**" design criteria.
 - (10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT “B”

Services to be provided by the Engineer

The Engineer will provide both basic and special professional engineering and surveying services in connection with the Hidalgo County Drainage District No. 1 – South Floodwater Channel / Las Milpas Road Bridge Piling Rehabilitation Project.

A more detailed description of the work required for this project is as follows:

Preliminary Project Coordination (Basic Service)

The Engineer will coordinate the proposed work by meeting with Hidalgo County Drainage District No. 1 (HCDD#1) as necessary to refine the scope of the project and to kick off the project. The Engineer will collect available data from both the HCDD#1 and TxDOT for use in developing the project. The Engineer will coordinate the survey and any geotechnical work for the project.

Topographic Surveying (Basic Service)

- The Engineer will set a benchmark (BM), set in concrete, in the vicinity of the existing bridge structure, for use in obtaining topographic survey data and for use in the construction of the proposed improvements. Survey datum to be as follows: Vertical - NAVD 88, Horizontal – NAD 83, Zone 4205 South Texas, and Geoid 12.
- Engineer will develop a topographic survey of the existing bridge sub-structure. All piling will be measured and all existing spalled areas of piling will be measure and noted.
- Obtain two (2) detailed ditch cross-sections, one upstream and one downstream of the existing bridge.

Design (Special Service)

- The Engineer will analyze the existing spalled concrete piles and develop a design for repairing the existing spalled concrete piling underneath the existing bridge.
- The Engineer will develop the structural details and construction plans necessary for use by a contractor in performing the necessary repairs to the existing spalled concrete piling.

Bidding & Construction Administration (Basic Service)

- The Engineer will assist the Owner with the bidding process for the proposed repairs to the existing spalled concrete piling.

- A pre-bid conference will be held at the Owner's office for the purpose of answering any questions that contractors may have.
- The Engineer will tabulate all bids received and provide a recommendation to the Owner as to what action to take regarding the bids received.
- A pre-construction conference will be held at the Owner's office for the purpose of addressing any issues or questions the Contractor may have and to officially kick-off the construction phase of the project. A Notice to Proceed (NTP) will be given to the contractor at this conference.
- The Engineer will provide construction administration services and periodic site observations to provide reasonable assurance to the Owner that the contractor is constructing the project in accordance with the plans and specifications. The Engineer does not guarantee the performance of the Contractor, however, the Engineer will promptly notify the Owner of any defect or deficiency discovered and take all steps necessary to require the Contractor to correct the defect or deficiency.

Geotechnical Engineering Services (Special Service)

The Engineer will obtain geotechnical engineering study for the design of a new foundation for the existing Las Milpas Road bridge only if rehabilitation of the existing bridge piling is not feasible.

Note:

Hydraulic Analysis of the existing drain ditch, Construction Materials Testing services and Full-time inspection services are not part of the scope of work.

If Owner requests a hydraulic analysis of the drain ditch, it will be considered as an additional service, and can be added to this Work Authorization upon execution of a Supplemental Agreement.

If Owner requests Full-time inspection, it will be considered as an additional service, and can be added to this Work Authorization upon execution of a Supplemental Agreement.

If Owner requests, Construction Materials Testing services, it will be considered an additional service, and can be added to this Work Authorization upon execution of a Supplemental Agreement.

EXHIBIT "B2"
Project Team

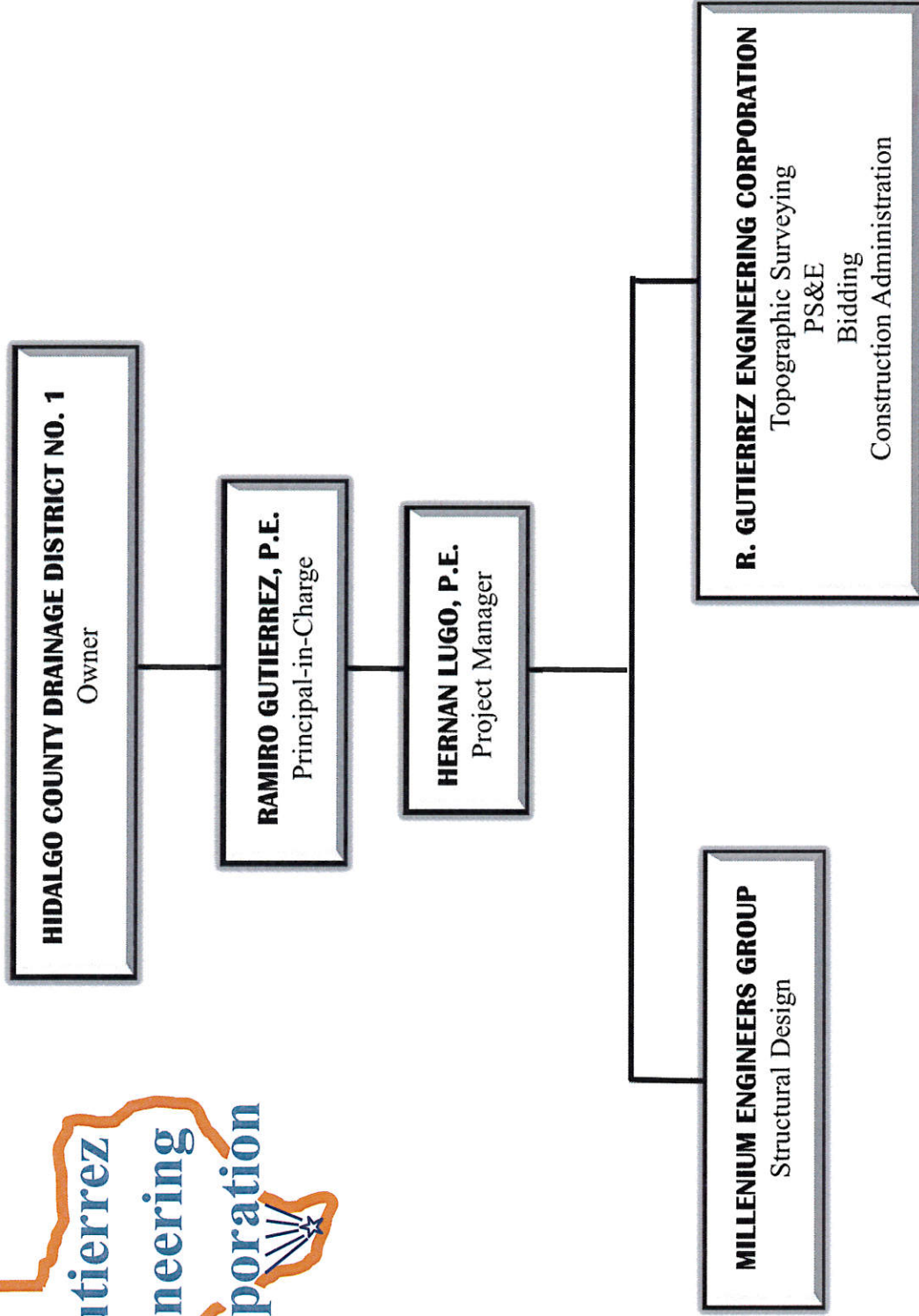


EXHIBIT "C"

WORK SCHEDULE

	2015												
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	
Las Milpas Road - Bridge Repair													
Topographic Surveying													
Design													
Bidding													
Construction													

**EXHIBIT D
CONTRACT RATES**

R. GUTIERREZ ENGINEERING CORPORATION

Hourly Rates:	FY 2014		FY 2015	
	BASE	HR RATE	BASE	HR RATE
PRINCIPAL	\$109.28	\$309.15	\$114.74	\$324.61
PROJECT MANAGER	\$63.14	\$178.62	\$66.30	\$187.55
PROJECT ENGINEER V	\$53.28	\$150.73	\$55.94	\$158.27
R.P.L.S	\$50.48	\$142.81	\$53.00	\$149.95
PROJECT ENGINEER III	\$41.42	\$117.18	\$43.49	\$123.04
ENGINEER ASST III	\$31.57	\$89.31	\$33.15	\$93.78
G.P.S. SURVEY CREW	\$50.11	\$141.76	\$52.62	\$148.85
3 MAN SURVEY CREW	\$48.25	\$136.50	\$50.66	\$143.32
2 MAN SURVEY CREW	\$40.83	\$115.51	\$42.87	\$121.28
PARTY CHIEF	\$33.40	\$94.49	\$35.07	\$99.21
CADD/DESIGNER	\$29.14	\$82.44	\$30.60	\$86.56
CLERICAL	\$21.86	\$61.84	\$22.95	\$64.93

Overhead Rate:	146%
Profit Rate:	15%

Other Direct Expenses	
Mileage	\$0.55/Mile
8 ½ x 11 Copies	\$1.00/Sheet
8 ½ x 14 Copies	\$1.25/Sheet
11 x 17 Copies	\$1.75/Sheet
11 x 17 Mylar	\$2.50/Sheet

LAS MILPAS ROAD BRIDGE REHABILITATION

Project	Est Const Cost	Engineering Fee - 9.5% (Basic Services)	Surveying Fee - 1.5% & Special Services
Las Milpas Bridge Rehabilitation	\$172,800.00	\$16,416.00	\$2,592.00
Geotechnical Engineering (Sub-Consultant)			\$5,000.00
Construction Materials Testing (Sub-Consultant)			\$0.00
Sub-Total	\$172,800.00	\$16,416.00	\$7,592.00
FEE GRAND TOTAL			\$24,008.00
TASK DESCRIPTION	% Fee	RGEC Fee	Sub-Consultant Fee
Basic Services			
PHASE I - DATA COLLECTION	15%	\$2,462.40	
PHASE II - PRELIM ENGINEERING & DESIGN	15%	\$2,462.40	
PHASE III - FINAL DESIGN	50%	\$8,208.00	
PHASE IV - CONSTRUCTION	20%	\$3,283.20	
PHASE V - QA/QC		\$0.00	
PHASE VI - SPECIAL SERVICES		\$7,592.00	
Sub-TOTAL	100%	\$24,008.00	
Special Services (Add'l Services)			
GEOTECHNICAL ENGINEERING			\$0.00
FULL-TIME INSPECTION		\$0.00	
CONSTRUCTION MATERIALS TESTING			\$0.00
TOTAL FEE		\$24,008.00	\$0.00

NOTE: FULL-TIME INSPECTION & CONSTRUCTION MATERIALS TESTING IS NOT INCLUDED IN FEE PROPOSAL.

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **Hidalgo County Drainage District No. 1** hereinafter called the "**Owner**", and **R. Gutierrez Engineering Corporation**, professional Engineers hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide _____

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by _____ as to content and detail of this **Work Authorization No. ___**.

BY: _____
NAME & TITLE

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the **Hidalgo County Drainage District No. 1** and **R. Gutierrez Engineering Corporation** as indicated below and effective as of _____ day of _____, 2014.

ENGINEER:
R. GUTIERREZ ENGINEERING CORPORATION

Ramiro Gutierrez, President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No.1

Ramon Garcia, Chairman of the Board

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

By: _____

EXHIBIT "F"

**SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of _____ of the Agreement made by and between **Hidalgo County Drainage District No. 1**, hereinafter called the "**Owner**", and **R. Gutierrez Engineering Corporation**, hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning **Engineering** _____ (hereinafter referred to as the "**Project**"); and

WHEREAS, Article ____ of the Agreement, (article title), establishes _____; and

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

I. Article ____ of the Agreement, (article title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

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

**ENGINEER:
R. GUTIERREZ ENGINEERING
CORPORATION**

BY: _____
Ramon Garcia, Chairman of the Board

BY: _____
Ramiro Gutierrez, President

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer's** Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** - Supplemental Agreement

EXHIBIT "G"

CERTIFICATE OF INSURANCE

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the “**Owner**”, and R. Gutierrez Engineering Corporation, professional Engineers hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide professional engineering services in connection with the design and construction administration services required for the repair of an existing bridge located where Las Milpas Road crosses the South Floodwater Channel, east of FM 907 (Alamo Road).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$16,416**. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT “D”.

PART 3. PAYMENT

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

PART 4. FUNDING

This **Work Authorization No. 1** shall be funded through funding source:

Account No. _____

Requisition No. _____

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by _____ as to content and detail of this
Work Authorization No. 1.

BY: _____
NAME & TITLE

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the **Hidalgo County Drainage District No. 1** and **R. Gutierrez Engineering Corporation** as indicated below and effective as of _____ day of _____, 2014.

ENGINEER:
R. GUTIERREZ ENGINEERING CORPORATION



Ramiro Gutierrez, President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No.1

Ramon Garcia, Chairman of the Board

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Article 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the "**Project**".
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the "**Project**" mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Exhibit "B" of the Agreement.
 - (9) Review and approve the "**Project**" design criteria.
 - (10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT “B”

Services to be provided by the Engineer

The Engineer will provide both basic and special professional engineering services in connection with the Hidalgo County Drainage District No. 1 – South Floodwater Channel / Las Milpas Road Bridge Piling Rehabilitation Project.

A more detailed description of the work required for this project is as follows:

Preliminary Project Coordination (Basic Service)

The Engineer will coordinate the proposed work by meeting with Hidalgo County Drainage District No. 1 (HCDD#1) as necessary to refine the scope of the project and to kick off the project. The Engineer will collect available data from both the HCDD#1 and TxDOT for use in developing the project. The Engineer will coordinate any geotechnical work for the project.

Design (Basic Service)

- The Engineer will analyze the existing spalled concrete piles and develop a design for repairing the existing spalled concrete piling underneath the existing bridge.
- The Engineer will develop the structural details and construction plans necessary for use by a contractor in performing the necessary repairs to the existing spalled concrete piling.

Bidding & Construction Administration (Basic Service)

- The Engineer will assist the Owner with the bidding process for the proposed repairs to the existing spalled concrete piling.
- A pre-bid conference will be held at the Owner’s office for the purpose of answering any questions that contractors may have.
- The Engineer will tabulate all bids received and provide a recommendation to the Owner as to what action to take regarding the bids received.
- A pre-construction conference will be held at the Owner’s office for the purpose of addressing any issues or questions the Contractor may have and to officially kick-off the construction phase of the project. A Notice to Proceed (NTP) will be given to the contractor at this conference.
- The Engineer will provide construction administration services and periodic site observations to provide reasonable assurance to the Owner that the contractor is constructing the project in accordance with the plans and specifications. The Engineer

does not guarantee the performance of the Contractor, however, the Engineer will promptly notify the Owner of any defect or deficiency discovered and take all steps necessary to require the Contractor to correct the defect or deficiency.

Geotechnical Engineering Services (Special Service)

The Engineer will obtain geotechnical engineering study for the design of a new foundation for the existing Las Milpas Road bridge only if rehabilitation of the existing bridge piling is not feasible.

Note:

Hydraulic Analysis of the existing drain ditch, Construction Materials Testing services and Full-time inspection services are not part of the scope of work.

If Owner requests a hydraulic analysis of the drain ditch, it will be considered as an additional service, and can be added to this Work Authorization upon execution of a Supplemental Agreement.

If Owner requests Full-time inspection, it will be considered as an additional service, and can be added to this Work Authorization upon execution of a Supplemental Agreement.

If Owner requests, Construction Materials Testing services, it will be considered an additional service, and can be added to this Work Authorization upon execution of a Supplemental Agreement.

EXHIBIT "C"

WORK SCHEDULE

	2015												
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	
Las Milpas Road - Bridge Repair													
Design													
Bidding													
Construction													

LAS MILPAS ROAD BRIDGE REHABILITATION

Project	Est Const Cost	Engineering Fee - 9.5% (Basic Services)	Surveying Fee - 1.5% & Special Services
Las Milpas Bridge Rehabilitation	\$172,800.00	\$16,416.00	
Geotechnical Engineering (Sub-Consultant)			
Construction Materials Testing (Sub-Consultant)			\$0.00
Sub-Total	\$172,800.00	\$16,416.00	\$0.00
FEE GRAND TOTAL			\$16,416.00
TASK DESCRIPTION	% Fee	RGEC Fee	Sub-Consultant Fee
Basic Services			
PHASE I - DATA COLLECTION	15%	\$2,462.40	
PHASE II - PRELIM ENGINEERING & DESIGN	15%	\$2,462.40	
PHASE III - FINAL DESIGN	50%	\$8,208.00	
PHASE IV - CONSTRUCTION	20%	\$3,283.20	
PHASE V - QA/QC		\$0.00	
PHASE VI - SPECIAL SERVICES		\$0.00	
SUB-TOTAL	100%	\$16,416.00	
Special Services (Add'l Services)			
FULL-TIME INSPECTION		\$0.00	
CONSTRUCTION MATERIALS TESTING			\$0.00
TOTAL FEE		\$16,416.00	\$0.00

NOTE: FULL-TIME INSPECTION, GEOTECHNICAL ENGINEERING & CONSTRUCTION MATERIALS TESTING
NOT INCLUDED IN FEE PROPOSAL

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the “**Owner**”, and R. Gutierrez Engineering Corporation, professional Engineers hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide professional surveying services in connection with the design and construction required for the repair of an existing bridge located where Las Milpas Road crosses the South Floodwater Channel, east of FM 907 (Alamo Road).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$2,592**. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT “D”.

PART 3. PAYMENT

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

PART 4. FUNDING

This **Work Authorization No. 2** shall be funded through funding source:

Account No. _____

Requisition No. _____

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by _____ as to content and detail of this **Work Authorization No. 2.**

BY: _____
NAME & TITLE

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the **Hidalgo County Drainage District No. 1** and **R. Gutierrez Engineering Corporation** as indicated below and effective as of _____ day of _____, 2014.

ENGINEER:

R. GUTIERREZ ENGINEERING CORPORATION



Ramiro Gutierrez, President

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT No.1

Ramon Garcia, Chairman of the Board

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Article 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the "**Project**".
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the "**Project**" mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Exhibit "B" of the Agreement.
 - (9) Review and approve the "**Project**" design criteria.
 - (10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT “B”

Services to be provided by the Engineer

The Engineer will provide both basic and special professional surveying services in connection with the Hidalgo County Drainage District No. 1 – South Floodwater Channel / Las Milpas Road Bridge Piling Rehabilitation Project.

A more detailed description of the work required for this project is as follows:

Preliminary Project Coordination (Basic Service)

The Engineer will coordinate the proposed work by meeting with Hidalgo County Drainage District No. 1 (HCDD#1) as necessary to refine the scope of the project and to kick off the project. The Engineer will collect available data from both the HCDD#1 and TxDOT for use in developing the project. The Engineer will coordinate the survey work for the project.

Topographic Surveying (Basic Service)

- The Engineer will set a benchmark (BM), set in concrete, in the vicinity of the existing bridge structure, for use in obtaining topographic survey data and for use in the construction of the proposed improvements. Survey datum to be as follows: Vertical - NAVD 88, Horizontal – NAD 83, Zone 4205 South Texas, and Geoid 12.
- Engineer will develop a topographic survey of the existing bridge sub-structure. All piling will be measured and all existing spalled areas of piling will be measure and noted.
- Obtain two (2) detailed ditch cross-sections, one upstream and one downstream of the existing bridge.

EXHIBIT "C"

WORK SCHEDULE

	2015												
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	
Las Milpas Road - Bridge Repair													
Topographic Surveying													

LAS MILPAS ROAD BRIDGE REHABILITATION
SURVEYING SERVICES

Project	Est Const Cost	Engineering Fee - 9.5% (Basic Services)	Surveying Fee - 1.5% & Special Services
Las Milpas Bridge Rehabilitation	\$172,800.00		\$2,592.00
Geotechnical Engineering (Sub-Consultant)			\$0.00
Construction Materials Testing (Sub-Consultant)			\$0.00
Sub-Total	\$172,800.00	\$0.00	\$2,592.00
FEE GRAND TOTAL			\$2,592.00
TASK DESCRIPTION	% Fee	RGEC Fee	Sub-Consultant Fee
Basic Services			
PHASE I - DATA COLLECTION	15%	\$0.00	
PHASE II - PRELIM ENGINEERING & DESIGN	15%	\$0.00	
PHASE III - FINAL DESIGN	50%	\$0.00	
PHASE IV - CONSTRUCTION	20%	\$0.00	
PHASE V - QA/QC		\$0.00	
PHASE VI - SURVEYING & SPECIAL SERVICES		\$2,592.00	
SUB-TOTAL	100%	\$2,592.00	
Special Services (Add'l Services)			
GEOTECHNICAL ENGINEERING			\$0.00
FULL-TIME INSPECTION		\$0.00	
CONSTRUCTION MATERIALS TESTING			\$0.00
TOTAL FEE		\$2,592.00	\$0.00

EXHIBIT "F"

**SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 4A**

THIS **SUPPLEMENTAL AGREEMENT No. 2** is made pursuant to the terms and conditions of **Work Authorization No. 4A** made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and TEDSI Infrastructure Group, Inc. hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed Work Authorization No. 4A on the 17th day of July, 2013 concerning the **Design Field Topo Survey, Geotechnical Boring Report, Hydrologic & Hydraulics analysis, PS&E, and Construction Phase Services for the Monte Cristo Drain Control Structure identified in the 2012 HCDD # 1 Bond Referendum.**

WHEREAS, it has become necessary to amend Work Authorization No. 4A to Insert Exhibit D-2 to provide fee for Material Testing as per Scope of Service.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Work Authorization No. 4A is amended as follows:

- I. Insert Exhibit D-2 fee for Material Testing as per Scope of Service:
Section II. Preliminary Engineering, Design and Construction
(C) Construction
For a total amount of \$5,125.98. All fees and cost increase to \$38,101.38.
-

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement No. 2 to Work Authorization No. 4A for Professional Services to be executed as of the ___ day of November, 2014.

ENGINEER:
TEDSI Infrastructure Group, Inc.

OWNER:
Hidalgo County Drainage District No. 1

BY: _____
Jesse Salinas, President / CEO

BY: _____
Ramon Garcia, Chairman

ATTACHMENTS:
EXHIBIT D-2-Not to Exceed Fee Proposal

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

By: Stephen L. Crain

**EXHIBIT D-2
SUPPLEMENTAL AGREEMENT NO. 2
TO
WORK AUTHORIZATION NO. 4A
Lump Sum Fee Estimate**

Monte Cristo Drain Control Structure

Construction Cost Estimate

Monte Cristo Control Structure	\$	170,866.00
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TOTAL CONSTRUCTION COST	\$	170,866.00
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Special Services

II. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

(C) Construction Phase Services		
(2) Project Site Representation		
(a) Thru (d)	TEDSI	\$962.48

II. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

(C) Construction Phase Services		
(3) Miscellaneous Technical Activities		
(c) Control of Materials & Equipment	RABA	\$4,163.50

TOTAL SUPPLEMENTAL AGREEMENT NO. 2 TO WORK AUTHORIZATION No. 4A	\$5,125.98
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EXHIBIT "F"

**SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 4B**

THIS **SUPPLEMENTAL AGREEMENT No. 2** is made pursuant to the terms and conditions of **Work Authorization No. 4B** made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and TEDSI Infrastructure Group, Inc. hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed Work Authorization No. 4B on the 17th day of July, 2013 concerning the **Design Field Topo Survey, Geotechnical Boring Report, Hydrologic & Hydraulics analysis, PS&E, and Construction Phase Services for the Weslaco North Lateral Control Structure identified in the 2012 HCDD # 1 Bond Referendum.**

WHEREAS, it has become necessary to amend Work Authorization No. 4B to Insert Exhibit D-2 fee for Material Testing as per Scope of Service.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Work Authorization No. 4B is amended as follows:

- I. Insert Exhibit D-2 fee for Material Testing as per Scope of Service:
Section II. Preliminary Engineering, Design and Construction
(C) Construction
For a total amount of \$6,394.50. All fees and cost increase to \$39,315.60.
-

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement No. 2 to Work Authorization No. 4B for Professional Services to be executed as of the ___ day of November, 2014.

ENGINEER:
TEDSI Infrastructure Group, Inc.

OWNER:
Hidalgo County Drainage District No. 1

BY: _____
Jesse Salinas, President / CEO

BY: _____
Ramon Garcia, Chairman

ATTACHMENTS:
EXHIBIT D-2-Not to Exceed Fee Proposal

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

By: Stephen L. Crain

**EXHIBIT D-2
SUPPLEMENTAL AGREEMENT NO. 2
TO
WORK AUTHORIZATION NO. 4B
Lump Sum Fee Estimate**

Weslaco North Lateral Control Structure

Construction Cost Estimate

Weslaco North Lateral Control Structure \$ 213,150.00

TOTAL CONSTRUCTION COST \$ 213,150.00

II. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

(C) Construction Phase Services
(2) Project Site Representation
(a) thru (d)

TEDSI \$3,127.50

II. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

(C) Construction Phase Services
(3) Miscellaneous Technical Activities
(c) Control of Materials & Equipment

RABA \$3,267.00

**TOTAL SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION No. 4A \$6,394.50**

EXHIBIT “E”

PROFESSIONAL ENGINEERING SERVICES CONTRACT

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 17

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter called the “Owner”, and TEDSI Infrastructure Group, Inc., professional Engineers hereinafter called “Engineer”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide basic services consisting of Spanish Palms Outfall Improvements needed alleviate flooding & development of Material Testing & Construction Management required by Hidalgo County Precinct No. 1 as indicated below:

The scope of services to be provided by the Engineer is identified in EXHIBIT “B” – Scope of Services to be provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated lump sum cost for services under this Work Authorization #17 is \$24,507.85. This amount is based upon the negotiated Lump Sum attached hereto as EXHIBIT “D”.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5, 6 and 7 of the Agreement.

PART 4. FUNDING

**This Work Authorization No. 17 shall be funded through funding source:
Account No. _____
Requisition Number _____**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 17.

BY: _____

Jesse Salinas, President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and TEDSI Infrastructure Group, Inc. as indicated below and effective as of _____, 201__.

THE ENGINEER:

TEDSI Infrastructure Group, Inc

By: Jesse Salinas, President

THE OWNER:

Hidalgo County Drainage District No. 1

By: Ramon Garcia, Chairman

Attest as to form:

Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

Attachments:

Exhibit B – Engineer's Scope of Work

Exhibit D – Lump Sum Fee Proposal

EXHIBIT “B”
Services to be Provided by the Engineer

INDEX

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(D) Construction Management	2
(2) Construction Bidding	2
(3) Owner’s Representative	3
(4) Defects and Deficiencies	3
(5) Progress Reports	3
(6) Contractor Payment	3
(7) Project Site Management	3
(8) Implementation of QC/QA Program	4
(9) Change Orders	4
(10) Final Acceptance	4

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(C) Construction	5
(1) Construction Bidding Documents	5
(2) Project Site Representation	5
(3) Miscellaneous Technical Activities	5
(4) Final Acceptance	6

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either *Basic Services* or *Special Services*. The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(D) Construction Management

(2) Construction Bidding	<i>Basic</i>
(3) Owner’s Representative	<i>Basic</i>
(4) Defects and Deficiencies	<i>Basic</i>
(5) Monthly Construction Progress Reports	<i>Basic</i>
(6) Recommendations for Payment to the Construction Contractor	<i>Basic</i>
(7) Project Site Management	<i>Special</i>
(8) Implementation of QC/QA Program	<i>Basic</i>
(9) Change Orders	<i>Special</i>
(10) Final Acceptance	<i>Special</i>

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(C) Construction:

- | | |
|--|----------------|
| (1) Construction Bidding Documents | <i>Basic</i> |
| (2) Project Site Representation: | <i>Special</i> |
| a. Engineering Support Data for Defects & Deficiencies | <i>Special</i> |
| c. Measurement / Calculations for Contractor Payment | <i>Special</i> |
| (3) Miscellaneous Technical Activities: | |
| b. Shop Drawing Review | <i>Basic</i> |
| c. Control of Materials & Equipment | <i>Special</i> |
| d. Change Orders | <i>Basic</i> |
| (4) Final Acceptance: | |

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (EM)

The following outline provides a summary for the *basic* and *special services* to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team**, consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT “B1”** attached to this Agreement. The services will include the following:

I. ENGINEERING MANAMEMENT (EM)

(D) **Construction Management.** The **Engineer** shall provide construction *management* services for each authorized construction contract of the **Project**. The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific *management* work activities to be provided by the **Engineer** will include:

- (2) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:
- (a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

- (b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project**.
 - (c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project**, and recommend to the **Owner** as to the proper action on all bid proposals received.
 - (d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.
- (3) **Owner's Representative.** In general, the **Engineer** shall provide the *management* activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.
- (4) **Defects and Deficiencies.** In providing the *management and administration* of the authorized construction contract, the **Engineer** shall use the **Engineer's** best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the "**Contractor**". The **Engineer** does not guarantee the performance of the Contractor; however, the Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.
- (5) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the *engineering* activities identified under II- Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.
- (6) **Contractor Payment.** The **Engineer** shall obtain the measurements and calculated quantities prepared under the *engineering* activities identified under II - Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers.
Note: The Engineer is not responsible for actual payments to the Contractor.
- (7) **Project Site Management.** The **Engineer** will coordinate and monitor the

Project site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the **Project Manager** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor's** progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the **Resident Engineering Representative**, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor's** progress and work.

- (8) **Implement QC/QA Program.** The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the **engineering** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound **engineering** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.
- (9) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.
- (10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project**.*

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with *engineering* work activities, as follows:

(C) **Construction Phase Services.** The **Engineer** shall provide *engineering* services for each authorized construction contract of the **Project**. Specific *engineering* work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the **engineering support and data** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under **I– Engineering Management** in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(3) **Miscellaneous Technical Activities**

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
“Work Authorization No. 17”

EXHIBIT “B”

equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the *engineering* data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) **Final Acceptance**

(a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the *engineering* support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the *Project Engineer* or *Resident Engineer*, as directed by the **Owner**.

ATTACHMENT D
 Work Authorization No. 17 - Spanish Palms
 TEDSI Infrastructre Group
 Lump Sum Fee Proposal

Basic Services	Fee
Construction Cost Estimate Spanish Palms	\$ 283,595.20
Total Construction Cost	\$ 283,595.20
Special Services	
Construction Management	\$ 16,000.00
Material Testing	\$ 8,507.85
TOTAL LUMP SUM BASIC SERVICES	\$ 24,507.85

Total Lump Sum amount WA #17 **\$ 24,507.85**

EXHIBIT "F"

**SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of **Article 8** of the Agreement made by and between Hidalgo County Drainage District, hereinafter called the "**Owner**", and L&G Engineering, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the 5th day of February 2013, concerning **Engineering** services for the La Joya Watershed Improvement Project (hereinafter referred to as the "**Project**"); and

WHEREAS, **Article 8** of the Agreement, (Supplemental Agreements), establishes that the terms of the agreement can be amended by a supplemental agreement; and WHEREAS, it has become necessary to amend the contract as denoted in "A. Agreement".

A. AGREEMENT

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

- I. Exhibit B2 of the Agreement, (Project Team), shall be deleted and the attached revised Exhibit B2 shall be inserted in lieu thereof
- II. Exhibit D of the Agreement shall be amended by the addition of the Exhibit D-2 (from R.O.W. Surveying Services, LLC) & Exhibit D-3 (from Leonel Garza Jr. & Associates LLC)

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

THE ENGINEER:

THE OWNER:


Mr. Jacinto Garza, P.E.
President – L&G Engineering

Chairman of the Board
Hidalgo County Drainage District No. 1

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

By: _____

Exhibit B2 – Project Team

L&G Engineering

Transportation Engineers

2100 W. Expressway 83
Mercedes, TX 78570
Phone: (956) 565-9813
Fax: (956) 565-9018
Toll Free: (888) 565-9813

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

L&G Engineering Laboratory
Geotechnical Engineering & Analysis


Civil Systems Engineering, Inc.

Leonel Garza Jr. & Associates LLC

R.O.W.
Surveying Services, LLC

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

L&G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes, TX 78570
Ph (956) 565-0760
Fax (956) 565-9018

Leonel Garza Jr. & Associates LLC
1419 Dove Avenue, Suite 1
McAllen, TX 78504
Ph. (956) 687-7295
Fax (956) 687-9236

R.O.W. Surveying Services, LLC
900 S. Stewart Rd., Suite 13
Mission, TX 78572
Ph (956) 451-2670
Fax (956) 583-7116

Civil Systems Engineering, Inc.
2299 Lone Star Drive, Ste #239
Sugarland, TX 77479
Ph (713) 782-3811
Fax (713) 298-6819

EXHIBIT "D-2"

CONTRACT RATES

RATE SCHEDULE

R. O. W. Surveying Services, LLC

Labor/Staff Classification	Rates
Survey Project Manager	\$ 124.00
Registered Professional Land Surveyor	\$ 125.00
Survey Technician	\$ 82.00
4-man Survey Crew	\$ 175.00
3-man Survey Crew	\$ 155.00
2-man Survey Crew	\$ 130.00
Admin/Clerical	\$ 50.00
Abstractor	\$ 63.00
Other Direct Expenses:	
Desktop & Computer w/ Plotter	\$10.00/hr
Micro Station CADD System w/ Plotter	\$20.00/hr
G.P.S. Receiver (Static) per receiver	\$27.00/hr
G.P.S. RTK (Real Time Kinematic) System	\$56.00/hr
Mileage	\$0.55/mile
Lodging	*
Meals	*
Car Rental	\$60.00/day
Concrete Control Monuments (material only)	\$10
Overnight Mail - Oversized Box	\$10.00/hr
Panel Points (material only)	\$2.00/sq foot
Air Travel	\$200.00/round trip
Copies	\$0.10/sheet
Overnight Carrier Cost	\$15.00/Package
Bond Plots, Third Party	\$6.00/22x34" plot
Color Plots, Third Party	\$10.00/22x34" plot
Mylar Plots, Third Party	\$12.00/22x34" plot

* State of Texas employee prevailing rate.
 Overhead Rate = N/A (loaded rates shown)
 Profit Margin = N/A (loaded rates shown)

Exhibit "D-3"

Fee Schedule

Leonel Garza Jr. & Associates LLC

Appraisal Report Cost	South Basin Project and the Liberty Pit ±4 Parcel @ \$2,250.00 / Parcel Total = \$9,000 (4) Original Appraisal Reports for each parcel)
Additional Original Reports	\$ 150.00 Per Original Copy This cost shall apply for additional original (color) copies required by L & G Engineering and or other County agencies involved in the project.
Updated/Revised Reports	\$ 1,000.00 Per Parcel This cost shall apply when a change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	Hourly Rate = \$ 150.00 Per Hour Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	Hourly Rate = \$ 200.00 Per Hour (Plus Expenses) (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

AI -47761

6.

DRAINAGE DISTRICT

Meeting Date: 12/16/2014

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Work Authorization No. 15 in the amount of \$229,500.00 to Agreement for Professional Services Phase II of the Master Drainage System for the design and expansion of the lateral drain outfall systems for Precinct No. 1 and Precinct No. 4 with TEDSI Infrastructure Group as it relates to FEMA Mapping Activity Statement No. 3 for Approximately 25.5 Miles of HCDD1 Master Drainage System.

BACKGROUND

Fiscal Impact

Attachments

TEDSI WA No. 15 Phase II MDS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 08:52 AM
Final Approval	Monica Badillo	12/12/2014 07:12 PM
Form Started By: Jaime Salazar		Started On: 12/11/2014 08:06 AM
Final Approval Date: 12/12/2014		

EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. 15

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through it's **BOARD OF DIRECTORS**, hereinafter called the OWNER and TEDSI Infrastructure Group, professional engineers of Mission, Texas, hereinafter called the ENGINEER.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide FEMA Mapping Activity Statement No. 3 for Approximately 25.5 Miles of local Hidalgo County Drainage District No. 1 Master Drainage System as indicated below:

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

PART 2. ESTIMATED COST

The estimated lump sum cost for services under this Work Authorization #15 is **\$ 229,500.00**. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5, 6 and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 15 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 15.

BY: _____
Mark W. Lupher, Executive Vice-President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and TEDSI Infrastructure Group, Inc. as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
TEDSI Infrastructure Group, Inc

THE OWNER:
Hidalgo County Drainage District No. 1

By: Mark W. Lupher, Executive Vice-President

By: Ramon Garcia, Chairman

APPROVED TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: _____
Steve Crain



HIDALGO COUNTY COOPERATING TECHNICAL PARTNERS MAPPING ACTIVITY STATEMENT

Mapping Activity Statement No. 3 – Digital Flood Insurance Rate Map Production and Development of Updated Flood Data

In accordance with the Cooperating Technical Partners (CTP) Partnership Agreement dated **July 23, 2004** between Hidalgo County and the Federal Emergency Management Agency (FEMA), Mapping Activity Statement (MAS) No. 3 is as follows.

Section 1—Objective and Scope

The overall objective of the Flood Map Project documented in this MAS is to develop a Digital Flood Insurance Rate Map (DFIRM) and Flood Insurance Study (FIS) report for Hidalgo County. The DFIRM and FIS report will be produced in the FEMA Countywide Format.

The Mapping Partners will perform specific tasks to develop new and/or updated flood hazard data for various flooding sources, as summarized in the table below.

Flooding Source	Reach Length (miles)	Hydrologic Analyses	Hydraulic Analyses	Floodplain Mapping	Redelineation Using Effective Flood Profiles and Updated Topographic Data	Refinement or Creation of Zone A
M-00-00	15.0	X	X	X		
M-01-00	1.6	X	X	X		
M-01-01	7.2	X	X	X		
M-01-02	1.7	X	X	X		
Total	25.5					

The CTP/IDIQ shall notify FEMA and the NSP by e-mail of all meetings with community officials at least one week prior to the meeting. FEMA and/or the NSP may or may not attend the community meetings.

The following will complete this Flood Map Project:

- CTP- Hidalgo County;
- CTP SC - TEDSI / CSE;
- FEMA NSP

The activities for this Flood Map Project, including required Quality Assurance/Quality Control (QA/QC) reviews, and the Mapping Partners that will complete them are summarized in Table 1-1. All activities that are to be accomplished by Hidalgo County or contractors to Hidalgo County, including

contractors that may be selected after the project startup, are included in the “CTP” column. The sections of this MAS that follow Table 1-1 describe the specific activities, responsible Mapping Partner(s), FEMA standards that must be met, and resultant map components.

Table 1-1. Summary of Project Activities and Assignments

Activities	CTP	FEMA (NSP)
Activity 3 – Field Surveys and Reconnaissance	X	
Activity 6 –Hydrologic Analyses	X	
Activity 7–Independent QA/QC Review of Hydrologic Analyses		X
Activity 8 – Hydraulic Analyses	X	
Activity 10 – Floodplain Mapping (Detailed Riverine Analysis)	X	
Activity 10A – Floodplain Mapping (Redelineation Using Effective Flood Profiles and Updated Topographic Data)	N/A	
Activity 10B – Floodplain Mapping (Refinement or Creation of Zone A)	X	
Activity 11 – Independent QA/QC Review of Hydraulic Analyses and Floodplain Mapping (Revised Areas)		X
Activity 15 – Preliminary DFIRM and FIS Report Distribution		X
Activity 16 – Post-Preliminary Processing	X	X
Activity 17 – Outreach	X	X

FEMA has developed tools to assist in the development of the flood hazard data studies and the Digital Flood Insurance Rate Maps (DFIRMs). FEMA will, through the NSP, provide CTP and/or CTP SC access to and training in these tools. The tools available at this time include WISE software and the DFIRM production tools. The use of these tools will improve the Map Modernization and efficiency of all mapping partners.

The Data Capture Standards and Guidelines submittals will be required at the following study milestones:

- Terrain Data Processing Completed
- Field Survey Completed
- Hydrology Completed (draft and final)
- Hydraulics Completed (draft and final)
- DFIRM Mapping (draft and preliminary)

QA/QC review activities may be performed by CTPs or the NSP at the discretion of FEMA. Please note the NSP will also be performing periodic audits and overall study/project management to ensure study quality.

FEMA will be providing download/upload capability for submittals through the Multihazard Information Platform (MIP). Data submittals uploaded via the MIP, will include the same data required prior to the existence of the MIP.

Activity 3 - Field Surveys and Reconnaissance

Responsible Mapping Partner: **TEDSI /CSE**

Scope: To supplement any field reconnaissance conducted during the Project Scoping phase of this project, **TEDSI /CSE** shall conduct a detailed field reconnaissance of the specific study area to determine conditions along the floodplain(s), types and numbers of hydraulic and/or flood-control structures, apparent maintenance or lack thereof of existing hydraulic structures, locations of cross sections to be surveyed, and other parameters needed for the hydrologic and hydraulic analyses.

In addition to the initial field reconnaissance, **TEDSI /CSE** shall conduct field surveys, including obtaining channel and floodplain cross sections, identifying or establishing Temporary Bench Marks, and obtaining the physical dimensions of hydraulic and flood-control structures. **TEDSI /CSE** also shall coordinate with other Mapping Partners that are collecting topographic data under Activity 4.

Standards: All work under Activity 3 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: Upon completion of the field survey and reconnaissance, a TSDN report document shall be presented in the Region VI survey submittal outline format by the CTP with required digital files delivered via CD or DVD. Additionally, the digital data shall either be uploaded to the MIP or developed on the MIP. An independent QA/QC review of this document will occur at the time of submission.

The Region VI survey submittal outline was developed in accordance with the Technical Support Data Notebook (TSDN) format described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*. **TEDSI /CSE** shall make the following the TSDN report document and digital files available to FEMA. The TSDN document will include at a minimum:

:A report summarizing the findings of the field reconnaissance;

- Maps and drawings that provide the detailed survey results; and
- Survey notebook containing cross sections and structural data;
- NSP Format Survey Database or Intermediate Data Delivery consistent with the NSP Data Capture Standards and Guidelines.

Data Capture Standards can be downloaded from http://www.fema.gov/fhm/dl_cgs.shtm. As of the data of this MAS, the effective Intermediate Data Specifications are dated April 15, 2004.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/pdf/fhm/frm_gsam.pdf.

Activity 6 – Hydrologic Analyses

Responsible Mapping Partner: **TEDSI /CSE**

Scope: **TEDSI /CSE** shall perform final hydrologic analyses for approximately 1,570 square miles of drainage area for the flooding source(s) identified at the beginning of this MAS (entire county). **TEDSI /CSE** shall calculate peak flood discharges for the 10-, 2-, 1-, and 0.2-percent-annual-chance storm events using the HEC-HMS computer program. These flood discharges will be the basis for subsequent hydraulic analyses under Activity 8. In addition, **TEDSI /CSE** shall address all concerns or questions regarding Activity 6 that are raised by **FEMA NSP** during the independent QA/QC review under Activity 7.

Geographic Information System (GIS)-based modeling will be used for this activity. **TEDSI /CSE** shall document automated data processing and modeling algorithms and provide them to FEMA to ensure they are consistent with the standards outlined above. **TEDSI /CSE** shall document digital datasets (such as elevation, basin, or land use data) and provide them to FEMA for approval before performing the hydrologic analyses to ensure the datasets meet minimum requirements.

Standards: All work under Activity 6 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: Upon completion of the hydrologic analyses, a TSDN report document shall be presented in the Region VI hydrology submittal outline format by the **TEDSI /CSE** with required digital files delivered via CD or DVD. Additionally, the digital data shall either be uploaded to the MIP or developed on the MIP. An independent QA/QC review of this document will occur in Activity 7.

The Region VI hydrology submittal outline was developed in accordance with the Technical Support Data Notebook (TSDN) format described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*. The **TEDSI /CSE** shall make the following the TSDN report document and digital files available to FEMA for an independent QA/QC review under Activity 7. The TSDN document will include at a minimum:

- Digital copies of all hydrologic modeling (input and output) files for the 10-, 2-, 1-, and 0.2-percent-annual-chance storm events;
- Digital and hardcopy versions of the Summary of Discharges Table presenting discharge data for the flooding sources for which hydrologic analyses were performed;
- Digital and hardcopy versions of draft text for Section 3.1, Hydrologic Analyses, of the FIS report; and
- Digital and hardcopy versions of all backup data used in the analysis, including work maps.

Deliverables shall include all input and output data, intermediate data processing products, and GIS data layers.

- NSP Format Hydrology Database or Intermediate Data Delivery consistent with the NSP Data Capture Standards and Guidelines.

Data Capture Standards and Specifications can be downloaded from http://www.fema.gov/fhm/dl_cgs.shtm.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/pdf/fhm/frm_gsam.pdf.

Activity 7 - Independent QA/QC Review of Hydrologic Analyses

Responsible Mapping Partner: **FEMA NSP**

Scope: **FEMA NSP** shall review the technical, scientific, and other information submitted by **TEDSI /CSE** under Activity 6 to ensure that the data and modeling are consistent with FEMA standards and standard engineering practice and are sufficient to prepare the DFIRM. This work shall include, at a minimum, the activities listed below.

- Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - Use of acceptable models;
 - Use of appropriate methodology(ies);
 - Correctly applied methodology(ies)/model(s), including QC of input parameters;
 - Comparison with gage data and/or regression equations, if appropriate; and
 - Comparison with discharges for contiguous reaches or flooding sources.
- Maintain records of all contacts, reviews, recommendations, and actions and make them readily available to FEMA.
- Maintain an archive of all data submitted for hydrologic modeling review. (All supporting data must be retained for 3 years from the date funding recipient submits its final expenditure report to FEMA.)

Standards: All work under Activity 7 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, **TEDSI /CSE** shall make the following products available to FEMA:

- A Summary Report that describes the findings of the independent QA/QC review; and
- Recommendations to resolve any problems that are identified during the independent QA/QC review.

Data Capture Standards and Specifications can be downloaded from http://www.fema.gov/fhm/dl_cgs.shtm.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/pdf/fhm/frm_gsam.pdf.

Activity 8 – Hydraulic Analyses

Responsible Mapping Partner: **TEDSI /CSE**

Scope: **TEDSI /CSE** shall perform hydraulic analyses for approximately 54 miles of the flooding sources identified at the beginning of this MAS. The modeling will include the 10-, 2-, 1-, and 0.2-percent-annual-chance events based on peak discharges computed under Activity 6. The hydraulic analysis methods used for this analysis will include HEC-RAS.

TEDSI /CSE shall use the cross-section and field data collected under Activity 3 to perform the hydraulic analyses. The hydraulic analyses shall be used to establish flood elevations and regulatory floodways for the subject flooding sources.

TEDSI /CSE shall use the FEMA CHECK-2 or CHECK-RAS checking program to check the reasonableness of the hydraulic analyses. To facilitate the independent QA/QC review under Activity 9, the **TEDSI /CSE** shall provide explanations for unresolved messages from the CHECK-2 or CHECK-RAS program, as appropriate. In addition, **TEDSI /CSE** shall address all concerns or questions regarding Activity 8 that are raised by **FEMA NSP** during the independent QA/QC review under Activity 9.

TEDSI /CSE shall document automated data processing and modeling algorithms for GIS-based modeling and provide them to FEMA for review to ensure they are consistent with the standards outlined above. **TEDSI /CSE** shall document the digital datasets and provide them to FEMA for approval before performing the hydraulic analyses to ensure that the datasets meet minimum requirements. If non-commercial (i.e., custom-developed) software is used for the analyses, then **TEDSI /CSE** shall provide full user documentation, technical algorithm documentation, and software to FEMA for review before performing the hydraulic analyses

Standards: All work under Activity 8 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: Upon completion of Activity 8 and Activity 10, a TSDN report document shall be presented in the Region VI hydraulic and workmap submittal outline format by the CTP with required digital files delivered via CD or DVD. Additionally, the digital data shall either be uploaded to the MIP or developed on the MIP. An independent QA/QC review of this document will occur in Activity 11.

The Region VI hydraulics and work map submittal outline was developed in accordance with the Technical Support Data Notebook (TSDN) format described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*. The CTP shall make the following TSDN report document and digital files available to FEMA. The TSDN document will include at a minimum:

- Digital profiles of the 10-, 2-, 1- and 0.2-percent-annual-chance water-surface elevations representing existing conditions using the FEMA RASLOT program or similar software;
- Digital and hardcopy versions of the Floodway Data Table for each flooding source that is compatible with the DFIRM database;
- Digital and hardcopy versions of all hydraulic modeling (input and output) files;
- Digital and hardcopy versions of a table showing ranges of Manning's "n" values;
- Explanations for unresolved messages from the CHECK-2 or CHECK-RAS program, as appropriate;
- Digital and hardcopy versions of all backup data used in the analyses; and
- Digital and hardcopy versions of draft text for inclusion in the FIS report.

Deliverables include all input and output data, intermediate data processing products, GIS data layers, and final products in the format of the DFIRM database structure.

- NSP Format Hydraulic Database or Intermediate Data Delivery consistent with the NSP Data Capture Standards and Guidelines.

Data Capture Standards and Specifications can be downloaded from http://www.fema.gov/fhm/dl_cgs.shtm.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/pdf/fhm/frm_gsam.pdf

Activity 10 - Floodplain Mapping (Detailed Riverine Analysis)

Responsible Mapping Partner: **TEDSI /CSE**

Scope: **TEDSI /CSE** shall delineate the 1- and 0.2-percent-annual-chance floodplain boundaries and the regulatory floodway boundaries (if required) for the flooding sources for which detailed analyses were performed. **TEDSI /CSE** shall incorporate all new or revised modeling and shall use the topographic data acquired under Activity 4 to delineate the floodplain and regulatory floodway boundaries on a digital work map. In addition, **TEDSI /CSE** shall incorporate the results of all effective Letters of Map Change (LOMCs) within the revised areas as appropriate. Also, **TEDSI /CSE** shall address all concerns or questions regarding Activity 10 that are raised by **FEMA NSP** during the independent QA/QC review under Activity 11.

Standards: All work under Activity 10 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: Upon completion of Activities 8, 10, 10A, and 10B, a TSDN report document shall be presented by the CTP in the Region VI hydraulic and workmap submittal outline format with required digital files delivered via CD or DVD. Additionally, the digital data shall either be uploaded to the MIP or developed on the MIP. An independent QA/QC review of this document will occur in Activity 11.

The Region VI hydraulics and work map submittal outline was developed in accordance with the Technical Support Data Notebook (TSDN) format described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*. The CTP shall make the following TSDN report document and digital files available to FEMA. The TSDN document will include at a minimum:

- Digital work maps showing the 1- and 0.2-percent-annual-chance floodplain boundary delineations, regulatory floodway boundary delineations, cross sections, BFEs, flood insurance risk zone labels, and all applicable base map features;
- DFIRM mapping files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Metadata files describing the DFIRM data, including all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Complete set of plots of DFIRM panels showing all detailed flood hazard information at a suitable scale;
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM;
- Any backup or supplemental information used in the mapping required for the independent QA/QC review outlined under Activity 11; and
- An explanation for the use of existing topography for the studied reaches, if appropriate;

Intermediate Format Mapping Database or Intermediate Data Delivery consistent with the NSP Data Capture Standards and Guidelines.

Data Capture Standards and Specifications can be downloaded from http://www.fema.gov/fhm/dl_cgs.shtm.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/pdf/fhm/frm_gsam.pdf

Activity 10B - Floodplain Mapping (Refinement or Creation of Zone A)

Responsible Mapping Partner: **TEDSI /CSE**

Scope: **TEDSI /CSE** shall delineate the 1-percent-annual-chance floodplain boundaries for the flooding sources identified at the beginning of this MAS. **TEDSI /CSE** shall use existing topographic data or the topographic data acquired under Activity 4 to delineate the floodplain boundaries on a digital work map. In addition, **TEDSI /CSE** shall address all concerns or questions regarding Activity 10B that are raised by **FEMA NSP** during the independent QA/QC review under Activity 11.

TEDSI /CSE may expand on the approaches for analyzing Zone A areas outlined in *Guidelines and Specifications for Flood Hazard Mapping Partners* and in FEMA 265, *Managing Floodplain Development in Approximate Zone A Areas* (April 1995), and/or develop new approaches. Such approaches must be coordinated with the FEMA Regional Project Officer identified in Section 13 of this MAS before analysis and mapping begin.

Standards: All work under Activity 10B shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: Upon completion of Activities 8, 10, 10A, and 10B, a TSDN report document shall be presented by the CTP in the Region VI hydraulic and workmap submittal outline format with required digital files delivered via CD or DVD. Additionally, the digital data shall either be uploaded to the MIP or developed on the MIP. An independent QA/QC review of this document will occur in Activity 11.

The Region VI hydraulics and work map submittal outline was developed in accordance with the Technical Support Data Notebook (TSDN) format described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*. The CTP shall make the following TSDN report document and digital files available to FEMA. The TSDN document will include at a minimum:

- Digital work maps showing the 1-percent-annual-chance floodplain boundary delineations, flood insurance risk zone labels, and all applicable base map features;
- Written summary of the analysis methodologies;
- Any backup or supplemental information, including supporting calculations and assumptions for any computed 1-percent-annual-chance water-surface elevations used in the mapping required for the independent QA/QC review under Activity 11;
- Hardcopy and digital versions of input and output for any computer programs that were used;
- DFIRM mapping files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Metadata files describing the DFIRM data, including all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Complete set of plots of DFIRM panels showing all detailed flood hazard information at a suitable scale; and
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM;
- NSP Format Mapping Database or Intermediate Data Delivery consistent with the NSP Data Capture Standards and Guidelines.

Data Capture Standards and Guidelines can be downloaded from www.website.com.

All input data, output data, intermediate data processing products, and GIS data layers shall be submitted.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/pdf/fhm/frm_gsam.pdf

Activity 11 - Independent QA/QC Review of Hydraulic Analyses and Floodplain Mapping (Revised Areas)

Responsible Mapping Partner: **FEMA NSP**

Scope: The FEMA NSP shall review the submitted TSDN document for hydraulics and floodplain mapping by TEDSI/CSE under Activities 8, 10, 10A, and 10B to ensure that the results of the analyses performed are accurately represented. Specific to Activity 8 is the data and modeling are consistent with FEMA standards and standard engineering practice and are sufficient to revise the FIRM. Specific to Activity 10 is the work maps are consistent with current FEMA standards, and the work maps are sufficient to prepare the DFIRM. This work shall include, at a minimum, the activities listed below.

- Review the submittal for regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - Use of acceptable model(s);
 - Starting water-surface elevations;
 - Expansion/contraction coefficients;
 - Bridge and culvert modeling; and
 - Tie-in to upstream and downstream non-revised Flood Profiles.
- Use the CHECK-RAS program as appropriate to flag potential problems and focus review efforts.
- Review the cross sections for proper location and orientation on the work map and agreement with the Floodway Data Table.
- For the coastal flood hazard analyses, review the setup and runup height elevations shown on the work maps to ensure they agree with those shown on the data table(s), and stillwater elevations are shown where coastal and riverine flooding studied in detail join.
- Review the cross sections for proper location and orientation on the work map and agreement with the Floodway Data Table.
- Review the BFEs shown on the work maps for proper location and agreement with the results of the hydraulic modeling.
- Review the regulatory floodway widths shown on the work maps for agreement with the widths shown in the Floodway Data Table and the results of the hydraulic modeling.
- Review the floodplain boundaries shown on the work maps or agreement with the flood elevations shown in the Floodway Data Table and the contour lines and other topographic information shown on the work maps.
- Review the floodplain widths at cross sections as shown on the work maps to ensure they match the Floodway Data Table.

- Review the floodplain boundaries as shown on the work maps to ensure they match the Flood Profiles.
- Review the flood insurance risk zones as shown on the work maps to ensure they are labeled properly.
- Review the DFIRM mapping files to ensure they were prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*.
- Review the DFIRM database files are in one of the database formats specified in FEMA’s *Guidelines and Specifications for Flood Hazard Mapping Partners* and conform to those specifications for content and attribution.
- Review the Metadata files describing the DFIRM data include all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*.
- Review the metadata files to ensure they include all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*.

Standards: All work under Activity 11 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, **TEDSI /CSE** shall make the following products available to FEMA:

- A Summary Report that describes the findings of the QA/QC review, noting any deficiencies in or agreeing with the mapping results;
- Recommendations to resolve any problems that are identified during the independent QA/QC review; and
- An annotated work map with all questions and/or concerns indicated, if necessary.

Appendix M may be downloaded from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/pdf/fhm/frm_gsam.pdf.

Activity 15 - Preliminary DFIRM and FIS Report Distribution

Responsible Mapping Partners: FEMA (NSP)

Scope: Activity 15 consists of the final preparation, review, and distribution of the Preliminary copies of the DFIRM and FIS report for community official and general public review and comment. The activities to be performed are summarized below.

Preliminary Transmittal Letter Preparation. The NSP shall prepare letters to transmit the Preliminary copies of the DFIRM and FIS report and related enclosures to all affected communities, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.

Preliminary FIS Report Preparation: The NSP shall prepare the FIS report in the FEMA **Countywide** Format following the FEMA requirements specified in Appendix J of *Guidelines and Specifications for Flood Hazard Mapping Partners*.

Final QA/QC Review of Preliminary DFIRM and FIS Report: The NSP shall perform a final QA/QC review of the Preliminary DFIRM and FIS report, including all data tables, Flood Profiles, and other

components of the FIS report. The QA/QC review procedures shall be consistent with the *Guidelines and Specifications for Flood Hazard Mapping Partners*.

Discrepancy Resolution: The NSP shall work with **TEDSI /CSE** and FEMA as appropriate to resolve discrepancies identified during the final QA/QC review.

Distribution of Preliminary DFIRM and FIS Report: The NSP shall distribute the Preliminary copies of the DFIRM and FIS report to all affected communities, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.

News Release Preparation: The NSP shall prepare news release notifications of BFE changes for all affected communities if appropriate and perform QA/QC reviews of the notifications for accuracy and compliance with FEMA format requirements. The NSP shall file the notifications for later submittal to FEMA for review.

Preliminary Summary of Map Actions (SOMA) Preparation: The NSP shall prepare Preliminary SOMAs for all affected communities if appropriate. The SOMAs shall list pertinent information regarding LOMCs that will be affected by the issuance of the DFIRM (i.e., superseded, incorporated, revalidated).

Standards: All work under Activity 15 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners* and the requirements documented in Section 1 and Appendix A of the *FEMA Document Control Procedures Manual*, the NSP shall make the products listed below available to FEMA.

- Preliminary transmittal letters shall be prepared. These letters and any additional letters requested by FEMA shall be prepared in accordance with the current version of the *FEMA Document Control Procedures Manual*.
- Preliminary copies of the DFIRM and FIS report, including all new or updated data tables and Flood Profiles, shall be prepared.
- Preliminary copies of the DFIRM and FIS report shall be mailed to the Chief Executive Officer (CEO) and floodplain administrator of each affected community, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.
- Preliminary SOMAs, prepared in accordance with FEMA requirements, shall be mailed with the Preliminary copies of the DFIRM and FIS report when appropriate.
- Revised DFIRM mapping files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*, shall be provided on CD-ROM.
- Revised DFIRM database files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*, shall be provided on CD-ROM.
- Revised metadata files describing the DFIRM data, including all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*, shall be provided on CD-ROM.
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM shall be provided.

Activity 16 - Post-Preliminary Processing

Responsible Mapping Partners: **TEDSI /CSE** and **FEMA (NSP)**

Scope: Activity 16 consists of finalizing the DFIRM and FIS report after the Preliminary copies of the DFIRM and FIS report have been issued to community officials and the public for review and comment. The activities to be performed are summarized below.

Initiation of Statutory 90-Day Appeal Period: When required, upon completion of a 30-day community comment period and/or final coordination meeting with the affected communities, the NSP and **TEDSI /CSE** shall arrange for and verify that the following activities are completed in accordance with the current version of the *FEMA Guidelines and Specifications for Flood Hazard Mapping Partners* and *Document Control Procedures Manual*:

- Proposed BFE determination letters are sent to the community CEOs and floodplain administrators.
- News release notifications of BFE changes are published in prominent newspapers with local circulation.
- The appropriate notices (Proposed Rules) are published in the *Federal Register*.

Resolution of Appeals and Protests: The NSP and **TEDSI /CSE** shall support FEMA in reviewing and resolving appeals and protests received during the 90-day appeal period. For each appeal and protest, the following activities shall be conducted as appropriate:

- Initial processing and acknowledgment of submittal;
- Technical review of submittal;
- Preparation of letter(s) requesting additional supporting data;
- Performance of revised analyses; and
- Preparation of a draft resolution letter and revised DFIRM and FIS report materials for FEMA review.

The NSP shall mail all associated correspondence upon authorization by FEMA.

Preparation of Special Correspondence: The NSP and **TEDSI /CSE** shall support FEMA in responding to comments not received within the 90-day appeal period (referred to as “special correspondence”), including drafting responses for FEMA review when appropriate and finalizing responses when requested by FEMA. The NSP also shall mail the final correspondence (and enclosures if appropriate) and distribute appropriate copies of the correspondence and enclosures upon receipt of authorization from FEMA.

Revision of DFIRM and FIS Report: If necessary, the NSP and **TEDSI /CSE** shall work together to revise the DFIRM and FIS report at the direction of the FEMA Regional Project Officer and distribute Revised Preliminary copies of the DFIRM and FIS report to the CEO and floodplain administrator of each affected community, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.

Final SOMA Preparation: The NSP shall prepare Final SOMAs for the affected communities as appropriate.

Processing of Letter of Final Determination: The NSP and **TEDSI /CSE** shall work with FEMA to establish the effective date for the DFIRM and FIS report, and shall prepare a Letter of Final

Determination (LFD) for each affected community for FEMA review in accordance with the FEMA *Document Control Procedures Manual*. The NSP also shall mail the final signed LFDs and enclosures (including the Final SOMA and the Final Rule for publication in the *Federal Register*, when appropriate) and distribute appropriate copies of the signed LFDs and enclosures upon receipt of authorization from FEMA.

Processing of Final DFIRM and FIS Report for Printing: The NSP shall prepare final reproduction materials for the DFIRM and FIS report and provide these materials to the FEMA Map Service Center for printing by the U.S. Government Printing Office. The NSP also shall prepare the appropriate paperwork to accompany the DFIRM and FIS report (including Print Processing Worksheet, Printing Requisition Forms, and Community Map Actions Form) and transmittal letters to the community CEOs.

Revalidation Letter Processing. The NSP, when appropriate, shall prepare and distribute revalidation letters to the community CEOs and floodplain administrators to notify the affected communities about LOMCs for which determinations will remain in effect after the DFIRM and FIS report become effective.

Archiving Data: The NSP shall ensure that technical and administrative support data are packaged in the FEMA-required TSDN format and stored properly in the library archives.

Standards: All work under Activity 16 shall be performed in accordance with the standards specified in Section 5 of this MAS.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners* and the requirements documented in Section 1 and Appendix A of the FEMA *Document Control Procedures Manual*, the NSP and TEDSI /CSE shall make the following products available to FEMA:

- Documentation that the news release notifications were published in accordance with FEMA requirements;
- Documentation that the appropriate *Federal Register* notices (Proposed and Final Rules) were published in accordance with FEMA requirements;
- Draft and final Special Correspondence (and all associated enclosures, backup data, and other related information) for FEMA review and signature as appropriate;
- Draft and final Appeal and Protest acknowledgment, additional data, and resolution letters (and all associated enclosures, backup data, and other related information) for FEMA review and signature as appropriate;
- Draft and final LFDs (and all associated enclosures, backup data, and other related information) for FEMA review and signature;
- DFIRM negatives and final FIS report materials, including all updated data tables and Flood Profiles;
- Paperwork for the final DFIRM and FIS report materials;
- Transmittal letters for the printed DFIRM and FIS report;
- LOMC Revalidation Letters if appropriate; and
- Complete, organized archived technical and administrative support data.

Activity 17—Outreach

Responsible Entity: **TEDSI /CSE and FEMA NSP**

Scope: The outreach activities for a Flood Map Project can best be understood as a process that begins during the Project Scoping phase and continues through the Map Production and Post-preliminary phases. A regulatory overview of required activities is followed by a description of tools that can be used in working with stakeholders to keep them informed and to solicit their input.

The overarching goal for conducting outreach is to create a climate of understanding and ownership of the mapping process at the State and local levels. Well-planned outreach activities can reduce political stress, confrontation in the media, and public controversy, which can arise from lack of information, misunderstanding, or misinformation. These outreach activities also can assist FEMA and other members of the Project Team in responding to congressional inquiries.

By proactively reaching out to all key stakeholders as early in the Flood Map Project as possible, the maps can be used to their full potential. The likelihood of appeals may also be reduced or eliminated. Specific Contractor activities shall include, but are not limited to -

Establishing two-way communication to address the needs of, inform and obtain feedback from, the stakeholders;

Ensuring compliance with due process requirements;

Interacting with technical representatives to ensure production of accurate and up-to-date maps;

Enhancing ownership by communities

- Tracking, monitoring, and evaluating outreach activities and adjusting efforts according to ongoing feedback and evolving project needs.

Standards: All work conducted under this task shall conform to the standards specified for this task in Section 5, “Applicable Standards” of this SOW. In the event of any contradictions between the SOW and the standards, the standards shall control.

Deliverables: Upon Completion of Outreach and Coordination the Contractor shall deliver the following to the FEMA Regional Project Officer in accordance with the delivery dates specified in task orders:

- A report detailing outreach and coordination activities
- Backup or supplemental information used in writing this report

SECTION 2—TECHNICAL AND ADMINISTRATIVE SUPPORT DATA SUBMITTALS AND SPECIAL PROBLEM REPORTS

The Project Team members for this Flood Map Project that have responsibilities for activities included in this MAS shall comply with the data submittal requirements summarized below.

All supporting documentation for the activities in this MAS shall be submitted in the TSDN format in accordance with Appendix M of the FEMA *Guidelines and Specifications for Flood Hazard Mapping Partners*, dated April 2003. Appendix M is available for viewing or download on the FEMA Web site at http://www.fema.gov/pdf/fhm/frm_gsam.pdf. Table 2-1 indicates the sections of the TSDN that apply to each mapping activity.

Table 2-1. Mapping Activities and Applicable TSDN Sections

TSDN Section	Mapping Activities							
	3	6	7	8	10, 10A, 10B	11	15	16
General Documentation								
Special Problem Reports	X	X	X	X	X	X	X	X
Telephone Conversation Reports	X	X	X	X	X	X	X	X
Meeting Minutes/Reports	X	X	X	X	X	X	X	X
General Correspondence	X	X	X	X	X	X	X	X
Engineering Analyses								
Hydrologic Analyses	X	X	X	X	X	X		
Hydraulic Analyses	X	X	X	X	X	X		
Key to Cross-Section Labeling	X	X	X	X	X	X		
Key to Transect Labeling	X	X	X	X	X	X		
Draft FIS Report		X	X	X				
Mapping Information					X	X	X	X
Miscellaneous Reference Information	X	X	X	X	X	X	X	X

If any issues arise that could affect the completion of an activity within the proposed scope or budget, the responsible Mapping Partner shall complete a Special Problem Report (SPR) as soon as possible after the issue is identified and submitted to FEMA. The SPR is to describe the issue and propose possible resolutions. (For additional information on SPRs, refer to Appendix M, Subsection M.2.1.1 of *Guidelines and Specifications for Flood Hazard Mapping Partners*.)

Additionally, the NSP shall collect and maintain a set of products for all Activities and shall compile a comprehensive TSDN for the entire project.

Section 3—Period of Performance

The mapping activities documented in this MAS will begin on Dec. 2014, and will be completed no later than Dec. 2016. The mapping activities may be terminated at the option of **Hidalgo County** in accordance with the provisions of the Partnership Agreement dated **July 23, 2004**.

Section 4—Funding/Cost-Sharing

None at this time.

Section 5—Standards

The standards relevant to this MAS are provided in Tables 5-1 and 5-2. Information on the correct volume, appendix, section, or subsection of the FEMA *Guidelines and Specifications for Flood Hazard Mapping Partners* to be referenced for each mapping activity are summarized in Table 5-2. These Guidelines are available for viewing or download from the FEMA Flood Hazard Mapping Web site at http://www.fema.gov/fhm/dl_cgs.shtm.

In addition, intermediate data submission standards referenced in the previous sections are to be applied to the project for the data formats to be submitted to FEMA.

The minimum level of data development shall conform to Section 7 – Level of Study and Level of Risk in the Multi-Year Flood Hazard Identification Plan (MHIP)

Table 5-1. Applicable Standards for Project Activities

Applicable Standards	Activities							
	3	6	7	8	10, 10A, 10B	11	15	16
<i>Guidelines and Specifications for Flood Hazard Mapping Partners</i> , April 2003	X	X	X	X	X	X	X	X
American Congress on Surveying and Mapping Procedures	X							
Global Positioning System (GPS) Surveys: National Geodetic Survey (NGS-510), "Guidelines for Establishing GPS-Derived Ellipsoid Heights," November 1997	X							
Engineer Manual 1110-1-1000, <i>Photogrammetric Mapping</i> (USACE), July 1, 2002	X							
Engineer Manual 1110-2-1003, <i>Hydrographic Surveys</i> (USACE), January 1, 2002	X							
"Numerical Models Accepted by FEMA for NFIP Usage," Updated April 2003		X	X	X				
<i>Content Standard for Digital Geospatial Metadata</i> (Federal Geographic Data Committee), 1998					X	X	X	X
<i>Document Control Procedures Manual</i> , December 2000							X	X

Table 5-2. Project Activities and Applicable Portions of FEMA Guidelines and Specifications

Activity Number	Activity Description	Applicable Volume, Section/Subsection, and Appendix
3	Field Surveys and Reconnaissance	Volume 1, Section 1.4 (specifically Subsection 1.4.2.1) ----- Appendix A, Sections A.4, A.5, A.6, A.7, and A.8 ----- Appendix F, Section F.3 ----- Appendices B, C, and M
6	Hydrologic Analyses	Volume 1, Section 1.4 (specifically Subsections 1.4.2.2 and 1.4.2.4) ----- Appendix A, Section A.4 ----- Appendix C, Sections C.1 and C.7 ----- Appendices E, F, G, H, and M
7	Independent QA/QC Review of Hydrologic Analyses	Volume 1, Section 1.4 (specifically Subsection 1.4.1) ----- Appendix A, Section A.4 ----- Appendix C, Section C.2 ----- Appendices E, F, G, H, and M
8	Hydraulic Analyses	Volume 1, Section 1.4 (specifically Subsections 1.4.2.2 and 1.4.2.4) ----- Appendix A, Section A.4 (specifically Subsection A.4.7) ----- Appendix C, Sections C.3 and C.7 ----- Appendices B, E, F, G, H, and M
10	Floodplain Mapping (Detailed Riverine Analysis)	Volume 1, Section 1.4 (specifically Subsection 1.4.2.3) ----- Appendix C, Sections C. 4 and C.6 ----- Appendix D, Sections D.2 (specifically Subsection D.2.7) and D.3 (specifically Subsection D.3.7) ----- Appendices E, F, G, H, K, L, and M

Table 5-2. Project Activities and Applicable Portions of FEMA Guidelines and Specifications (Cont'd)

Activity Number	Activity Description	Applicable Volume, Section/Subsection, and Appendix
10B	Floodplain Mapping (Refinement or Creation of Zone A)	Volume 1, Section 1.4 (specifically Subsection 1.4.2.3) ----- Appendix C, Sections C.4 and C.6 ----- Appendices K, L, and M
11	Independent QA/QC Review of Hydraulic Analyses and Floodplain Mapping (Revised Areas)	Volume 1, Section 1.4 (specifically Subsections 1.4.1 and 1.4.2.3) ----- Appendix A, Section A.4 (specifically Subsection A.4.7) ----- Appendix C, Sections C.4, C.5, and C.6 ----- Appendix D, Sections D.2 (specifically Subsection D.2.7) and D.3 (specifically Subsection D.3.7) ----- Appendices B, E, F, G, H, K, L, and M
15	Preliminary DFIRM and FIS Report Distribution	Volume 1, Sections 1.4 (specifically Subsections 1.4.2 and 1.4.3) and 1.5 (specifically Subsection 1.5.1) ----- Appendices J, K, L, and M
16	Post-Preliminary Processing	Volume 1, Section 1.5 (specifically Subsection 1.5.2) ----- Appendices J, K, L, and M

Section 6—Schedule

The activities documented in this MAS shall be completed in accordance with the project schedule shown in Table 6-1. If changes to this schedule are required, the responsible Mapping Partner shall coordinate with FEMA and the other Mapping Partners in a timely manner.

Table 6-1. Project Schedule

ACTIVITIES	RESPONSIBLE PARTNER(S)	START DATE (MM/DD/YY)	DUE DATE (MM/DD/YY)
Activity 3 – Field Surveys and Reconnaissance	TEDSI /CSE	12/02/2014	06/30/2015
Activity 6 –Hydrologic Analyses	TEDSI /CSE	04/01/2015	06/30/2015
Activity 7–Independent QA/QC Review of Hydrologic Analyses	FEMA NSP	06/30/15	07/01/2015
Activity 8 – Hydraulic Analyses	TEDSI /CSE	06/03/2015	10/01/2015
Activity 9 – Independent QA/QC Review of Hydraulic Analyses	FEMA NSP	10/01/2015	10/20/2015
Activity 10 – Floodplain Mapping (Detailed Riverine Analysis)	TEDSI /CSE	10/20/2015	02/28/2016
Activity 10A – Floodplain Mapping (Redelineation Using Effective Flood Profiles and Updated Topographic Data)	TEDSI /CSE	N/A	N/A
Activity 10B – Floodplain Mapping (Refinement or Creation of Zone A)	TEDSI /CSE	02/28/2016	04/30/2016
Activity 11 – Independent QA/QC Review of Floodplain Mapping (Revised Areas)	FEMA NSP	04/30/2016	08/30/2016
Activity 15 – Preliminary DFIRM and FIS Report Distribution	FEMA NSP	09/01/2016	10/01/2016
Activity 16 – Post-Preliminary Processing	TEDSI /CSE FEMA NSP	10/01/2016	12/30/2016
Activity 17 - Outreach	TEDSI /CSE FEMA NSP	12/04/2014	12/30/2016

Section 7—Certifications

The following certifications apply to this MAS:

Activity 3 (Field Surveys and Reconnaissance)

A Registered Professional Engineer or Licensed Land Surveyor shall certify topographic data, in accordance with 44 CFR 65.5(c). Certification of topographic data by the American Society for Photogrammetry and Remote Sensing is also acceptable.

Activity 6 (Hydrologic Analyses), Activity 8 (Hydraulic Analyses), Activity 10 (Floodplain Mapping– Detailed Riverine Analysis), Activity 10A (Floodplain Mapping {Redelineation Using Effective Flood Profiles and Updated Topographic Data}), and Activity 10B (Floodplain Mapping {Refinement or Creation of Zone A})

- A Registered Professional Engineer shall certify hydrologic and hydraulic analyses and data in accordance with 44 CFR 65.6(f).
- A Registered Professional Engineer or Licensed Land Surveyor shall certify topographic information in accordance with 44 CFR 65.5(c).
- Any levee systems to be accredited will be certified in accordance with 44 CFR 65.10(e).

Activity 10 (Floodplain Mapping– Detailed Riverine or Coastal Analysis), Activity 10A (Floodplain Mapping {Redelineation Using Effective Flood Profiles and Updated Topographic Data}), and Activity 10B (Floodplain Mapping {Refinement or Creation of Zone A}), Activity 11 (Independent QA/QC Review of Floodplain Mapping {Revised Areas}), Activity 13 (DFIRM Production {Non-Revised Areas}), Activity 14 (DFIRM Production {Merging Revised and Non-Revised Information}), and Activity 14A (DFIRM Production {Application of FEMA Graphics and Database Specifications})

The DFIRM metadata files shall include a description of the horizontal and vertical accuracy of the DFIRM base map and floodplain information.

Certifications must be made at the time the intermediate data is submitted. For example, if hydrologic data is submitted, certification will be required at the time it is submitted.

Section 8—Technical Assistance and Resources

Project Team members may obtain copies of FEMA-issued LOMCs, archived engineering backup data, and data collected as part of the FEMA Mapping Needs Assessment Process from the NSP, who may be contacted by telephone at (940) 783-4133 or by facsimile at (940) 783-4144.

General technical and programmatic information, such as FEMA 265 and the Quick-2 computer program, can be downloaded from the FEMA Web site (<http://www.fema.gov/fhm/>). Specific technical and programmatic support may be provided through the NSP; such assistance should be requested through the FEMA Project Officer specified in Section 11 of this MAS.

Project Team members also may consult with the FEMA Regional Project Officer to request support in the areas of selection of data sources, digital data accuracy standards, assessment of vertical data accuracy, data collection methods or subcontractors, and GIS-based engineering and modeling training.

Section 9—Contractors

Hidalgo County intends to use the services of **TEDSI /CSE** as a contractor for the Flood Map Project documented in this MAS. **Hidalgo County** shall ensure that the procurement for all contractors used for this Flood Map Project complies with the requirements of 44 CFR 13.36

Part 13 may be downloaded in PDF or text format from the U.S. Government Printing Office Web site at http://www.access.gpo.gov/nara/cfr/waisidx_02/44cfr13_02.html.

Section 10—Reporting

Because funding has been provided to **Hidalgo County** by FEMA for the Flood Map Project documented in this MAS, financial reporting requirements for **Hidalgo County** will be in accordance with Cooperative Agreement Articles V and VI.

Hidalgo County will meet with the NSP and/or FEMA **monthly** to review the progress of the project. These meetings will alternate between FEMA’s Regional Office and **Hidalgo County** office.

Hidalgo County will report to the NSP bi-weekly reports of each of the mapping activity statements. This may, at FEMA’s discretion be a spreadsheet template to be filled out or the use of the Multihazard Information Platform (MIP) system may be used. It may include dollars spent, hours spent, and percent complete of each major Flood Map Project activity (field survey, terrain, hydrology, etc.) on a County basis.

Section 11—Points of Contact

The points of contact for this Flood Map Project are _____, the FEMA Regional Project Officer; **Godfrey Garza, Jr.**, the Project Manager for **Hidalgo County**; or subsequent personnel of comparable experience who are appointed to fulfill these responsibilities. When necessary, the assistance of the NSP should be requested through the FEMA Project Officer, _____.

In addition, the NSP is required to coordinate project issues with the party that actually created the MAS deliverable or portions of the MAS deliverable product and will document all such coordination activities with the CTP and FEMA.

Section 12—Project Coordination

Throughout the project, all members of the Project Team will coordinate, as necessary, to ensure the products meet the technical and format specifications required and contain accurate, up-to-date information. Coordination activities shall include:

- Meetings, teleconferences, and videoconfernces with FEMA and other Project Team members **monthly**;
- Telephone conversations with FEMA and other Project Team members on a scheduled basis **monthly** and an ad hoc basis, as required;
- Updates to the MIP, Multihazard Information Platform and other FEMA status information systems in accordance with requirements in Volumes 1 and 3 of *Guidelines and Specifications for Flood Hazard Mapping Partners*; and
- E-mail, facsimile transmissions, and letters, as required.

SECTION 13 — Funding / Leverage

The following table defines **Hidalgo County’s** leverage for this project and is based on Blue Book estimates of **Hidalgo County** resources.

Exhibit D Project Element		Unit	Unit Cost (\$/unit)	CTP	
				No. of Units	Estimated Value*
Field Surveys of X-Sections and Structures		linear miles	\$2,200		\$0
Topographic Mapping		linear miles	\$4,000	25.5	\$102,000.00
Detailed Riverine	Hydrology	linear miles	\$1,100	25.5	\$28,050.00
	Hydraulics	linear miles	\$2,500	25.5	\$63,750.00
	Floodplain Delineation	linear miles	\$1,400	25.5	\$35,700.00
Detailed Coastal	Engineering Analyses	linear miles	\$2,200		\$0
	Floodplain Delineation	linear miles	\$1,400		\$0
Detailed Alluvial	Engineering Analyses	square miles	\$3,600		\$0
	Floodplain Delineation	square miles	\$5,200		\$0
Approximate Analyses & Delineation		linear miles	\$1,400		\$0
Redelineation of Detailed Study Areas		linear miles	\$1,400		\$0
Base Map Acquisition		panels	\$430		\$0
Engineering and Floodplain Delineation Review		panels	\$1,500		
DFIRM Production		panels	\$3,400		\$0
QA/QC of DFIRM Production		panels	\$800		
Post-preliminary Processing		panels	\$1,400		
Printing & Shipping		panels	\$160		
Cash Contributions		\$	NA		

AI -47775

7.

DRAINAGE DISTRICT

Meeting Date: 12/16/2014

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Payments:

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

- A. Request for Payment No. 1-RDH Site & Concrete, LLC in the amount of \$220,448.45 related to Construction Contract No. HCDD1-14-010-05-06 Pct.2 Rural Drainage Development -Seminole Valley Subdivision Area. PO# 625110.
- B. Request for Payment No. 4-Texas Cordia Construction, LLC in the amount of \$9,117.00 related to Construction Contract No. HCDD1-14-004-02-11 Pct.4 Edinburg Drain Stub-Out to South Main Drain Control Structure. PO#624505.
- C. Request for Payment Final Payment from GP7 Construction, Inc in the amount of \$8,857.63 related to Construction Contract No. HCDD1-13-021-04-29A- Pct.2 Rural Drainage Development FM 495 Drain Trenton Road Field Crossing. PO#624901.

BACKGROUND

Fiscal Impact

Attachments

GP7-PMT#4-FINAL

Texas Cordia Pmt#4-Edinburg Stub

RDH PMT#1-Seminole Subd

12-02-14 RDH PMT#1 Approval

11-26-14-TxCordia Pmt#4 Approval

12-10-14-GP7 PMT#4-FINAL Approval

Form Review

Inbox

Reviewed By

Date

Budget & Management

Veronica Ortiz

12/11/2014 02:44 PM

Final Approval

Monica Badillo

12/12/2014 07:12 PM

Form Started By: Claudette Guerrero

Started On: 12/11/2014 01:30 PM

Final Approval Date: 12/12/2014

OCT 06 2014

4:24 AM PM

BY: Rosa Cerce

#4-

APPLICATION FOR FINAL PMT

To: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (OWNER)
 From: GP7 Construction, Inc. (CONTRACTOR)
 Contract: HCDD1-13-021-04-29A
 Project: FM495 Drain - Trenton Road Field Crossing
 OWNER's Contract No. HCDD1-13-021-04-29A ENGINEER's Project No.: ENG99.003
 For Work accomplished through the date of: September 12, 2014

1. Original Contract Price:		\$	176,156.50
2. Net change by Change Orders and Written Agreements (+ or -):		\$	2,996.00
3. Current Contract Price (1 plus 2):		\$	179,152.50
4. Total completed and stored to date: 100.00%		\$	179,152.50
5. Retainage (per Agreement):			
<u>0% of completed Work:</u>	\$	-	
<u>5% of stored material:</u>	\$	-	
Total Retainage:		\$	-
6. Total completed and stored to date less retainage (4 minus 5):		\$	179,152.50
7. Less previous Application for Payments:		\$	(170,194.87)
8. Balance to Finish:		\$	-
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$	8,957.63

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated September 12, 2014 GP7 Construction, Inc.
 CONTRACTOR

By: [Signature]

State of Texas
 County of Cameron

Subscribed and sworn to before me this 12th
 day of September 2014

[Signature]
 Notary Public
 My Commission expires: 4-4-17



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ R. GUTIERREZ ENGINEERING CORPORATION
 ENGINEER

By: Rain [Signature], P.E.

Schedule of Values

Contractor Name: GP7 Construction, Inc.
 Starting Date: June 9, 2014
 Project Ending Date: August 20, 2014
 Retainage Percent: 5%

Application: FINAL PMT
 Application Date: September 12, 2014
 Period To: September 12, 2014
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-13-021-04-29A	FM495 Drain - Trenton Road Field Crossing	\$ 176,156.50	\$ 179,152.50	\$ 44,854.00	\$ 2,242.70	\$ 42,611.30	\$ 74,426.00	\$ 3,721.30	\$ 70,704.70	\$ 59,872.50	\$ 2,993.63	\$ 56,878.87	\$ 179,152.50	\$ 8,957.63	\$ 170,194.87	\$ 170,194.87	\$ -
	TOTALS:	\$ 176,156.50	\$ 179,152.50	\$ 44,854.00	\$ 2,242.70	\$ 42,611.30	\$ 74,426.00	\$ 3,721.30	\$ 70,704.70	\$ 59,872.50	\$ 2,993.63	\$ 56,878.87	\$ 179,152.50	\$ 8,957.63	\$ 170,194.87	\$ 170,194.87	\$ -

Contractor Name: GP7 Construction, Inc.
 Starting Date: June 9, 2014
 Project Ending Date: August 20, 2014
 Engineer's / County Project Desc: FM495 Drain - Trenton Road Field Crossing

Application: FINAL PMT
 Application Date: September 12, 2014
 Period To: September 12, 2014
 Engineer's / County Project No.: ENG99.003

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Application #2			Application #3			Total to Date	Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
1	402	Excavation (Channel)	CY	\$ 4.00	1,394.00	\$ 5,576.00	\$ 4.00	1,394.00	\$ 5,576.00	570.00	570.00	\$ 2,280.00		570.00	\$ -	824.00	1,394.00	\$ 3,296.00	\$ 5,576.00	0.00	\$ -
2	432	Embankment (Final) (Dens. Cont.) (Ty D)	CY	\$ 4.00	1,819.00	\$ 7,276.00	\$ 4.00	1,819.00	\$ 7,276.00	1,350.00	1,350.00	\$ 5,400.00	469.00	1,819.00	\$ 1,876.00		1,819.00	\$ -	\$ 7,276.00	0.00	\$ -
3	464	Cellulose Fiber Mulch Seeding (Permanent) (Rural) (Clay)	SY	\$ 2.00	2,807.00	\$ 5,614.00	\$ 2.00	2,807.00	\$ 5,614.00			\$ -			\$ -	2,807.00	2,807.00	\$ 5,614.00	\$ 5,614.00	0.00	\$ -
4	464	Vegetative Watering	MG	\$ 25.00	31.10	\$ 777.50	\$ 25.00	31.10	\$ 777.50			\$ -			\$ -	31.10	31.10	\$ 777.50	\$ 777.50	0.00	\$ -
5	464	Cement Stabilized Backfill	CY	\$ 50.00	121.00	\$ 6,050.00	\$ 50.00	187.00	\$ 9,350.00	75.00	75.00	\$ 3,750.00	46.00	121.00	\$ 2,300.00	66.00	187.00	\$ 3,300.00	\$ 9,350.00	0.00	\$ -
6	465	Trench Excavation Protection	LF	\$ 10.00	284.00	\$ 2,840.00	\$ 10.00	244.00	\$ 2,440.00	148.00	148.00	\$ 1,480.00	96.00	244.00	\$ 960.00		244.00	\$ -	\$ 2,440.00	0.00	\$ -
7	465	Concrete (Abutment Cap)	EA	\$ 6,500.00	2.00	\$ 13,000.00	\$ 6,500.00	2.00	\$ 13,000.00	2.00	2.00	\$ 13,000.00		2.00	\$ -		2.00	\$ -	\$ 13,000.00	0.00	\$ -
8	465	Concrete Riprap (CL B) (5")	CY	\$ 400.00	69.00	\$ 27,600.00	\$ 400.00	86.00	\$ 34,400.00			\$ -	35.00	35.00	\$ 14,000.00	51.00	86.00	\$ 20,400.00	\$ 34,400.00	0.00	\$ -
9	465	Reinforced Concrete Pipe (72-IN) (CL III) (SPL)	LF	\$ 235.00	192.00	\$ 45,120.00	\$ 235.00	192.00	\$ 45,120.00			\$ -	192.00	192.00	\$ 45,120.00		192.00	\$ -	\$ 45,120.00	0.00	\$ -
10	467	Field Drain (Complete) (Grate Inlet)	EA	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -			\$ -			\$ -			\$ -	\$ -	0.00	\$ -
11	529	PVC Pipe (12") (Sch 40)	LF	\$ 45.00	33.00	\$ 1,485.00	\$ 45.00	33.00	\$ 1,485.00			\$ -			\$ -	33.00	33.00	\$ 1,485.00	\$ 1,485.00	0.00	\$ -
12	529	PVC Pipe (18") (Sch 40)	LF	\$ 50.00	40.00	\$ 2,000.00	\$ 50.00	40.00	\$ 2,000.00			\$ -			\$ -	40.00	40.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -
13	530	PVC Pipe (24") (Sch 40)	LF	\$ 60.00	26.00	\$ 1,560.00	\$ 60.00	26.00	\$ 1,560.00			\$ -	26.00	26.00	\$ 1,560.00		26.00	\$ -	\$ 1,560.00	0.00	\$ -
14	531	Remove Structures (36-IN Diversion Pipe)	LF	\$ 10.00	308.00	\$ 3,080.00	\$ 10.00	80.00	\$ 800.00			\$ -			\$ -	80.00	80.00	\$ 800.00	\$ 800.00	0.00	\$ -
15	532	Barricades, Signs and Traffic Handling	MO	\$ 2,000.00	2.00	\$ 4,000.00	\$ 2,000.00	2.00	\$ 4,000.00	1.00	1.00	\$ 2,000.00	1.00	2.00	\$ 2,000.00		2.00	\$ -	\$ 4,000.00	0.00	\$ -
16	533	Construction Exit (Ty II) (Install)	SY	\$ 20.00	156.00	\$ 3,120.00	\$ 20.00	156.00	\$ 3,120.00	156.00	156.00	\$ 3,120.00		156.00	\$ -		156.00	\$ -	\$ 3,120.00	0.00	\$ -
17	534	Construction Exit (Ty II) (Remove)	SY	\$ 10.00	156.00	\$ 1,560.00	\$ 10.00	156.00	\$ 1,560.00			\$ -			\$ -	156.00	156.00	\$ 1,560.00	\$ 1,560.00	0.00	\$ -
18	535	Temporary Sediment Control Fence	LF	\$ 2.00	1,004.00	\$ 2,008.00	\$ 2.00	352.00	\$ 704.00	352.00	352.00	\$ 704.00		352.00	\$ -		352.00	\$ -	\$ 704.00	0.00	\$ -
19	536	RC Low Head Pressure Pipe (CL III) (15")	LF	\$ 40.00	64.00	\$ 2,560.00	\$ 40.00	64.00	\$ 2,560.00			\$ -	64.00	64.00	\$ 2,560.00		64.00	\$ -	\$ 2,560.00	0.00	\$ -
20	537	Irrigation Valve	EA	\$ 10,000.00	2.00	\$ 20,000.00	\$ 10,000.00	2.00	\$ 20,000.00			\$ -			\$ -	2.00	2.00	\$ 20,000.00	\$ 20,000.00	0.00	\$ -
21	467	Pressure Irrigation PVC Pipe (15")	LF	\$ 50.00	81.00	\$ 4,050.00	\$ 50.00	81.00	\$ 4,050.00			\$ -	81.00	81.00	\$ 4,050.00		81.00	\$ -	\$ 4,050.00	0.00	\$ -
22	529	Steel Pipe (24") (Casing)	LF	\$ 40.00	64.00	\$ 2,560.00	\$ 40.00	64.00	\$ 2,560.00	48.00	48.00	\$ 1,920.00		48.00	\$ -	16.00	64.00	\$ 640.00	\$ 2,560.00	0.00	\$ -
23	529	36-IN Diversion Pipe	LF	\$ 40.00	308.00	\$ 12,320.00	\$ 40.00	280.00	\$ 11,200.00	280.00	280.00	\$ 11,200.00		280.00	\$ -		280.00	\$ -	\$ 11,200.00	0.00	\$ -
Total						\$ 176,156.50			\$ 179,152.50			\$ 44,854.00			\$ 74,426.00			\$ 59,872.50			\$ -

Printed Name:
Signature:

Javier Gutierrez

Date:

9/30/2014

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 12th DAY OF September 2014, A FINAL INSPECTION was made of the project herein described:

CONTRACT

CONTRACT DATE: June 9, 2014
 OWNER: Hidalgo County Drainage District No. 1
 CONSTRUCTION CONTRACTOR: GP7 Construction, Inc.
 OF THE CITY OF Brownsville, STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF: FM495 Drain – Trenton Road Field Crossing
 CONTRACT NO.: HCDD1-13-021-04-29A
 LOCATED IN OR NEAR THE CITY/PRECINCT OF: San Juan, Texas / Hidalgo County Precinct #2

THIS IS TO CERTIFY:

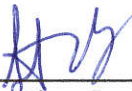
1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
None
2. That the sum of Zero and 00/100 Dollars – (\$0.00) be deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. AMOUNT OF ORIGINAL CONTRACT	\$	<u>176,158.50</u>
PRESENT AMOUNT OF CONTRACT	\$	<u>179,172.50</u>
TOTAL AMOUNT OF CONTRACT EARNED TO DATE	\$	<u>179,172.50</u>
LESS: PREVIOUS PAYMENTS	\$	<u>170,194.87</u>
BALANCE	\$	<u>8,957.63</u>
AUTHORIZED DEDUCTIONS	\$	<u>0.00</u>
AMOUNT OF FINAL PAYMENT	\$	<u>8,957.63</u>

6. That the final payment in the amount of Eight Thousand Nine Hundred Fifty-Seven and 63/100 Dollars (\$8,957.63) is now due and payable.


Engineer's Signature
Ramiro Gutierrez, P.E.

CONCURRED BY:



GP7 Construction, Inc.

BY: Steve Garza

TITLE: President

CONCURRED BY:

Hidalgo County Judge

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: *FM 495 Drain-Trenton Road Field Crossing*
OWNER: *Hidalgo County Drainage District No. 1*
CONTRACTOR: *CP7 Construction, INC*
ENGINEER: *R. Gutierrez*

PROJECT NO.
13-021-09-25A

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR *CP7 Construction, INC*

By *[Signature]* *Steve Garza*

Title *President*

Subscribed and sworn to before me this

day of

Notary Public: *[Signature]*

My Commission Expires: *4-4-17*



**CONTRACTOR'S AFFIDAVIT OF
PAYMENTS OF DEBTS AND CLAIMS**

PROJECT: *FM 495 Drain-Trenton Road Field Crossing*
OWNER: *Hidalgo County Drainage District No. 1*
CONTRACTOR: *GP7 Construction, INC.*
ENGINEER: *R. Gutierrez*

PROJECT NO. *13-021-09-25A*

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR *GP7 Construction, INC*

By *SG* *Steve Garza*

Title *President*

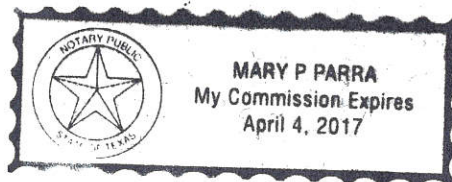
Subscribed and sworn to before me this

day of

Notary Public: *[Signature]*

My Commission Expires:

4-4-17



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

OWNER []
ARCHITECT []
CONTRACTOR []
SURETY []
OTHER []

BOND NO. 70108693

PROJECT: Contract No.: HCDD1-13-021-04-29A, "FM 495 Drain - Trenton Road Field Crossing"
(name, address)

TO (OWNER) Hidalgo County Drainage District #1
902 Doolittle

Edinburg, TX 78542

ARCHITECT'S PROJECT NO:

CONTRACT FOR: General Construction

CONTRACT DATE: 6/10/14

CONTRACTOR: GP7 Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

**The Guarantee Company of North America USA
25800 Northwestern Highway
Suite 720
Southfield, MI 48075**

, SURETY COMPANY,

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

**GP7 Construction, Inc.
304 Palo Verde**

Brownsville, TX 78521

, CONTRACTOR,

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

**Hidalgo County Drainage District #1
902 Doolittle**

Edinburg, TX 78542

, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this

October 1, 2014

Attest:
By: 
Name: Kim Stanley
Title: Surety Witness

The Guarantee Company of North America USA
Surety Company

By: 
Signature of Authorized Representative

Kevin McQuain, Attorney-In-Fact (Seal)
Title

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



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Scott D. Chapman, Kevin McQuain, Rhessa F. Boulton, Justin McQuain, Rosalyn D. Hassell, Maxine Elaine Lewis, Martha Silvas, Jeanne M. Buchan, Keith M. Illa
AG States Agency

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of October, 2014

Randall Musselman, Secretary



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 3332 Isabella Street
Edinburg, Tx 78541

PROJECT AND LOCATION PROJECT OR CONTRACT NO.

PAYROLL NO. 13 FOR WEEK ENDING 09/06/2014

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
			S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS	
			31	1	2	3	4	5	6									
Oscar Aleman (6290)	1	Pipe Layer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Raul Cantu (1643)	1	Loader	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Francisco Javier Robles (7245)	1	Loader	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ernesto Flores (2498)	1	Excavator Operator	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jorge Flores (1676)	1	Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement

(over)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 3332 Isabella Street
Edinburg, Tx 78541

PROJECT AND LOCATION PROJECT OR CONTRACT NO.

PAYROLL NO. 14 FOR WEEK ENDING 09/13/2014

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S IDENTIFICATION NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS	
			S	M	T	W	T	F	S									
Oscar Aleman (6290)	1	Pipe Layer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Raul Cantu (1643)	1	Loader	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Francisco Javier Robles (7245)	1	Loader	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ernesto Flores (2498)	1	Excavator Operator	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jorge Flores (1676)	1	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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Public Burden Statement

(over)



304 PaloVerde
Brownsville, Tx. 78521
(956)789-7784
Email: sgarzagp7@gmail.com

FM 495 Drain-Trenton Road Field Crossing

9-8-14

Warranty Letter

GP7 Construction warranties their work performed on the above mentioned for two year from the above mentioned date.

Sincerely,

Steven Garza
President

State of Texas

County of Cameron

On this 8 day of September year 2014, before me personally appeared Steven A. Garza, to me known, who, being by me duly sworn, did acknowledge and say that he/she is the President of the GP7 Construction.



Notary Public
Commission Expires 4-4-17



304 PaloVerde
Brownsville, Tx. 78521
(956)789-7784
Email: sgarzagp7@gmail.com

FM 495 Drain-Trenton Road Field Crossing

9-8-14

Affidavit of Bills Paid

Please be advised GP7 Construction has paid all bills and invoices for the above mentioned project.

Sincerely,

Steven Garza
President

State of Texas

County of Cameron

On this 8 day of September year 2014, before me personally appeared Steven A. Garza, to me known, who, being by me duly sworn, did acknowledge and say that he/she is the President of the GP7 Construction.

Notary Public
Commission Expires 4-4-17



**Prevailing Wage Rates
Certification Statement**

Date 10-1-14

Project Name FM495-Trenton Road Field Crossing CSJ# 13-021-09-25A

Contractor GP7 Construction, INC Application# _____

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.



Signature

FM 495 DRAIN - TRENTON ROAD FIELD CROSSING

(EAST OF TRENTON RD./EXIST. DITCH INTERSECTION AND NORTH FIELD CROSSING)

FOR

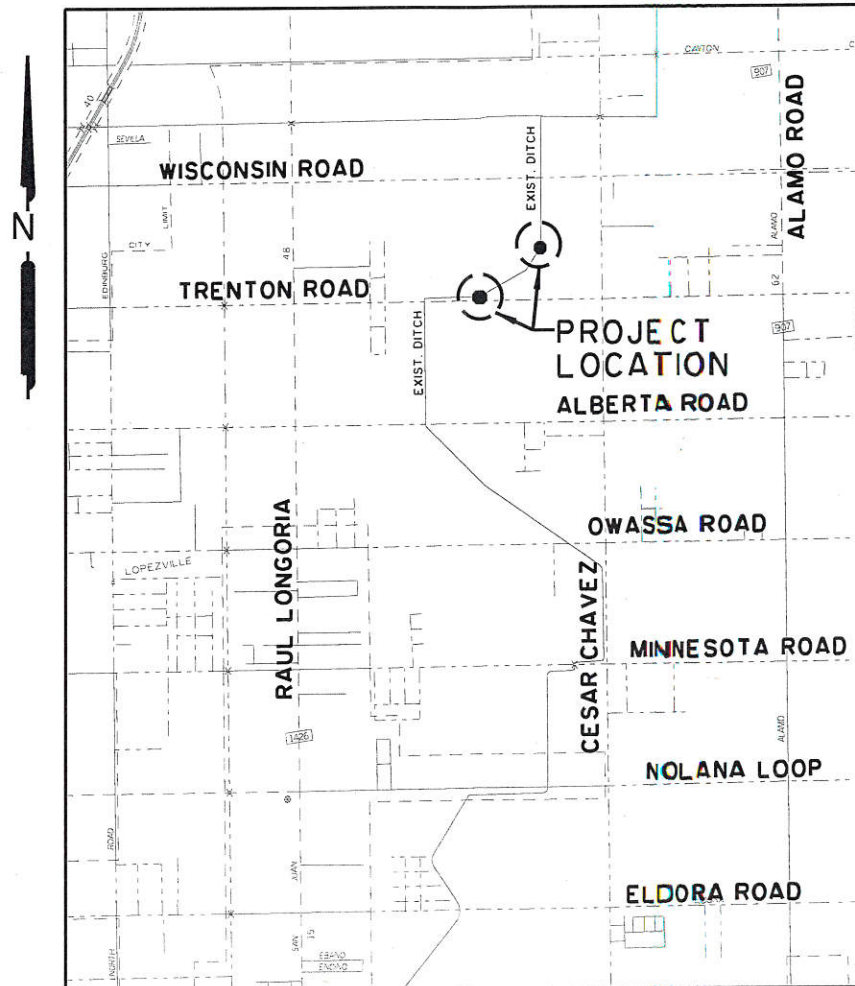
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

2014

RECORD DRAWING

SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	FIELD ROAD CROSSING CULVERT LAYOUT
3	NORTH FIELD CROSSING PLAN & PROFILE



DISTRICT BOARD OF DIRECTORS

CHAIRMAN OF THE BOARD
BOARD MEMBER
BOARD MEMBER
BOARD MEMBER
BOARD MEMBER
DISTRICT MANAGER

RAMON GARCIA
A.C. CUELLAR
HECTOR "TITO" PALACIOS
JOE M. FLORES
JOSEPH PALACIOS
GODFREY GARZA, JR.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 9-30-14
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

R. Gutierrez
Engineering Corporation

Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

ALAMO LAND & SUGAR COMPANY

BM DATA

ALUMINUM DISK IN CONC.
LOCATED AT CROSSING OF
EXIST. DITCH IRRIG. WITH NORTH
TRENTON RD.: 36.0' NORTH OF C
PVM'T & 60.0' SOUTH OF DITCH.
ELEV. 97.93

SCALE
HORIZ. 1"=40'
VERT. 1"=10'

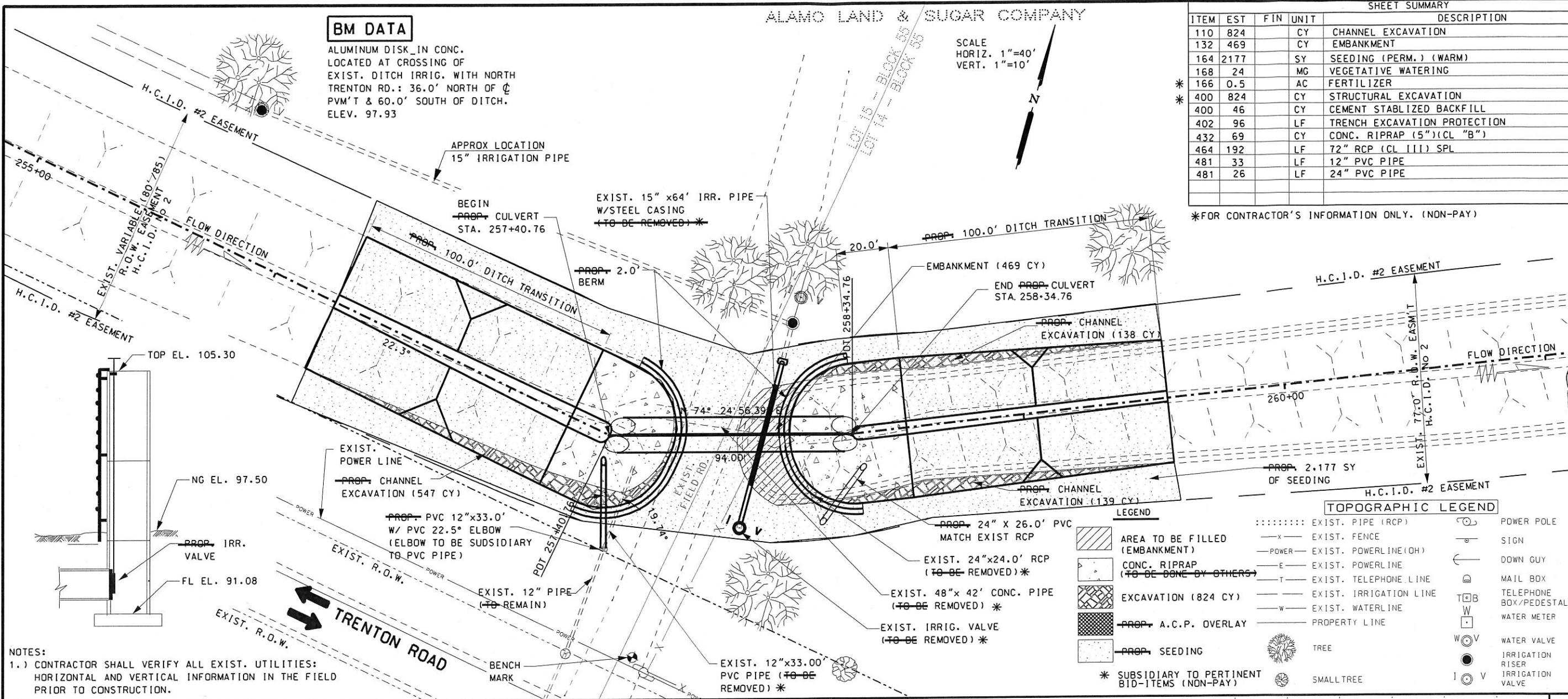
SHEET SUMMARY				
ITEM	EST	FTN	UNIT	DESCRIPTION
110	824		CY	CHANNEL EXCAVATION
132	469		CY	EMBANKMENT
164	2177		SY	SEEDING (PERM.) (WARM)
168	24		MG	VEGETATIVE WATERING
166	0.5		AC	FERTILIZER
400	824		CY	STRUCTURAL EXCAVATION
400	46		CY	CEMENT STABILIZED BACKFILL
402	96		LF	TRENCH EXCAVATION PROTECTION
432	69		CY	CONC. RIPRAP (5") (CL "B")
464	192		LF	72" RCP (CL III) SPL
481	33		LF	12" PVC PIPE
481	26		LF	24" PVC PIPE

*FOR CONTRACTOR'S INFORMATION ONLY. (NON-PAY)

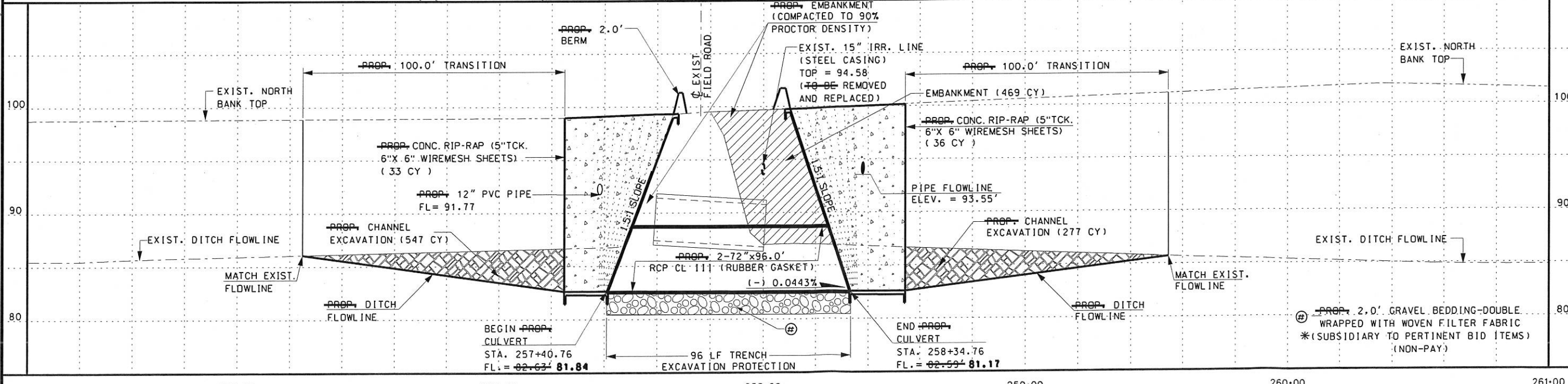
Professional Engineers & Land Surveyors
R. Gutierrez
Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78877
(TEL) 956 782-2557 • (FAX) 956 782-2558



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65848 DATE: 9-30-14 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.



NOTES:
1.) CONTRACTOR SHALL VERIFY ALL EXIST. UTILITIES:
HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD
PRIOR TO CONSTRUCTION.



HIDALGO COUNTY DRAINAGE DISTRICT No. 1
FM 495 DRAIN - TRENTON ROAD
FIELD CROSSING
CULVERT LAYOUT
RECORD DRAWING

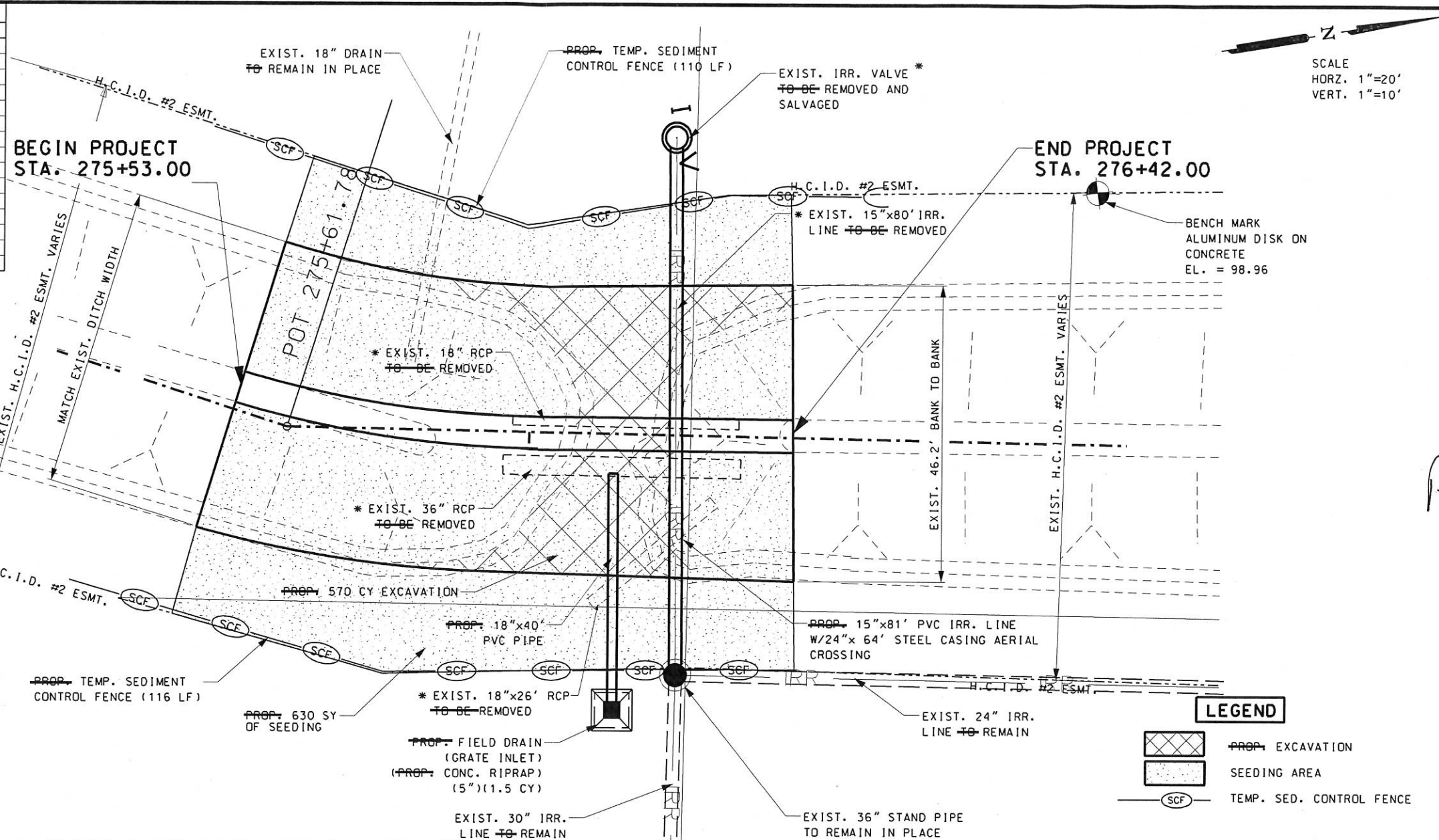
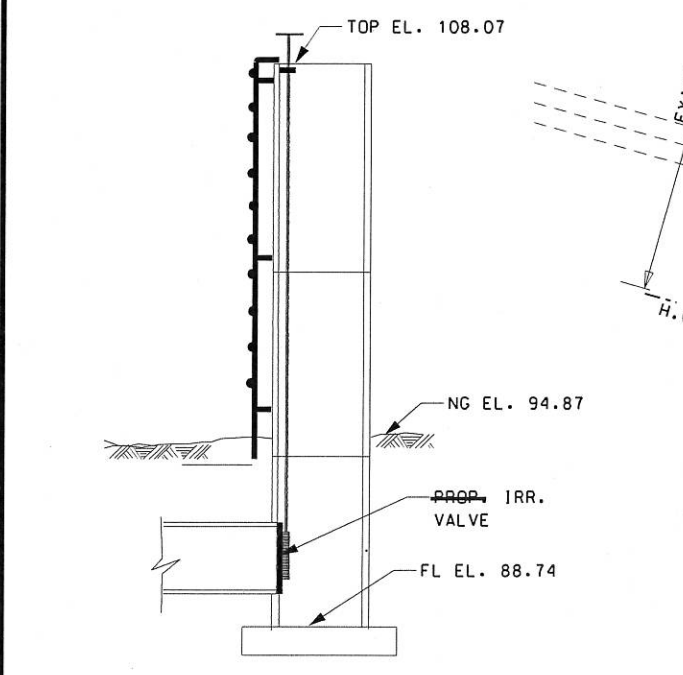
DATE	BY	REVISION

SHEET
2

F:\1999\HENG\003-SULOTR\1\PHASE1\RECORD DRAWINGS\RECORD DRAWING-CULVERT.dgn

SHEET SUMMARY				
ITEM	EST	FIN	UNIT	DESCRIPTION
110	570		CY	CHANNEL EXCAVATION
164	630		SY	SEEDING (PERM.)(WARM)
166	.01		AC	FERTILIZER
168	7.1		MG	VEGATIVE WATERING
402	40		LF	TRENCH EXCAVATION PROTECTION
420	2		EA	CONC. ABUTMENT
465	1		EA	FIELD DRAIN
481	40		LF	18" PVC PIPE
496	194		LF	REMOVE STR. (PIPE)*
506	226		LF	TEMP. SEDIMENT CONTROL FENCE
4061	1		EA	IRRIGATION VALVE
4269	81		LF	15" PVC IRR. LINE
4331	64		LF	24" STEEL PIPE (CASING)

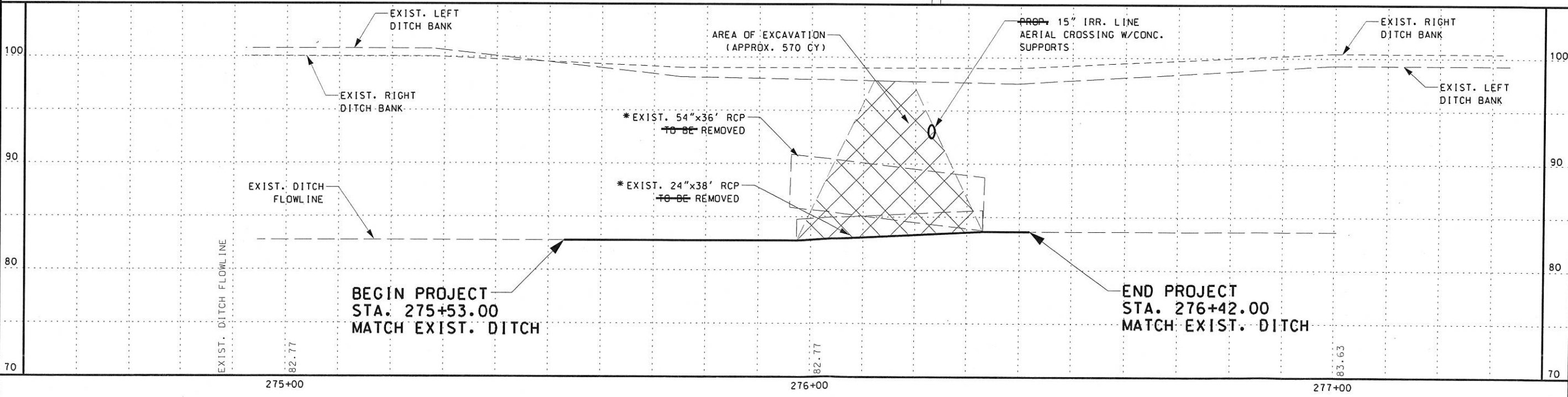
* ITEM NOT TO BE PAID FOR DIRECTLY BUT TO BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS



SCALE
HORZ. 1"=20'
VERT. 1"=10'

Professional Engineers & Land Surveyors
R. Gutierrez Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78877
(TEL) 966 782-2557 • (FAX) 966 782-2558

STATE OF TEXAS
RAMIRO GUTIERREZ, P.E. 65948
DATE: 8-30-14
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948



HIDALGO COUNTY DRAINAGE DISTRICT No. 1	
FM 495 DRAIN - TRENTON ROAD	
WISC FIELD CROSSING SING	
PLAN & PROFILE	
RECORD DRAWING	
SCALE:	BY:
DATE:	DATE:
SURVEY BY:	REVISION:
DRAWN BY:	DATE:
PREPARED BY:	BY:
CHECKED BY:	DATE:
SHEET	
3	



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

LETTER OF TRANSMITTAL

Dated: November 13, 2014	Project No. P-790-01
RE:	
<i>Hidalgo County Drainage District #1</i>	
<i>Edinburg Stub to South Main Drain</i>	
<i>Near Canton Rd and Cesar Chavez Rd</i>	
INVOICE # 5474	
Via: Mailed out	
Tracking #	

TO: Hidalgo Co. Drainage District No. 1
Attn: Jaime Salazar
902 N. Doolittle
Edinburg, TX 78542

WE ARE SENDING:

Submittals	Application	Sketch	Letter
Attached	Prints	Drawings	X Pay Applications
X Invoice	Plans	Disc	Submittals
			Specs

COPIES	DATE	NO.	DESCRIPTION
1	11/13/2014	P790-01	One (1) Sets of Pay Application No. 4 for the above referenced project.
1	11/13/2014	P790-01	Invoice No. 5474 for the above referenced project.

THESE ARE TRANSMITTED AS CHECKED BELOW:

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

REMARKS: Should you have any questions, please contact our office at (956) 565-4637. Thank you.

Received by : _____

SIGNED: *Rosanne Noyola*
 GMES Representative

Please fax back signed letter of transmittal at (956) 565-4636.

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

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

NOV 14 2014

4:27 AM/PM

BY: Joey Garcia

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 #: 4 APPLICATION DATE: 11/7/2014 PERIOD TO: 11/7/2014 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			

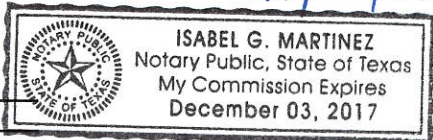
CONTRACTOR'S APPLICATION FOR PAYMENT

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 -\$		193,085.00
A. MATERIALS ON HAND (Column G on Continuation Sheet)		
5. RETAINAGE:		
a. 10.0% of Completed Work	\$	19,308.50
(Column O on Continuation Sheet)		
b. 10.0% of Stored Material	\$	
(Column O on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column O of Continuation Sheet-----	\$	19,308.50
6. TOTAL EARNED LESS RETAINAGE -----	\$	173,776.50
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)-----	\$	164,659.50
8. CURRENT PAYMENT DUE -----	\$	9,117.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	19,308.50

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:
By: [Signature] Date: 11/10/14



State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 10th day of November, 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 ----- \$ 9,117.00

(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: 11/13/14

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	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

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

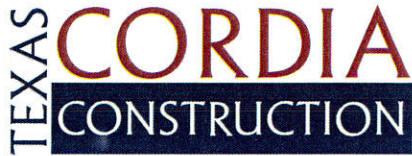
APPLICATION NUMBER: 4

APPLICATION DATE: 11/7/2014

PERIOD TO: 11/7/2014

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			
Drainage Improvements														
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	2	\$ 12,000.00		\$ -	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		\$ -	43	\$ 9,030.00	43	\$ 9,030.00	10%	\$ -	\$ 903.00
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	0.1	\$ 1,100.00	1	\$ 11,000.00	10%	\$ -	\$ 1,100.00
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
SUBTOTAL BASE BID					\$ 193,085.00		\$ 182,955.00		\$ 10,130.00		\$ 193,085.00		\$ -	\$ 19,308.50
					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
SUBTOTALS PAGE 2					\$ 193,085.00		\$ 182,955.00		\$ 10,130.00		\$ 193,085.00		\$ -	\$ 19,308.50



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

November 7, 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:

- Alamo Concrete, PO Box 531808, Harlingen, TX 78553

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

Thank you,

A handwritten signature in blue ink, appearing to read "Yara M. Corbitt, P.E." with a stylized flourish at the end.

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



EXPRESSWAY 77 &
INDUSTRIAL CROSSWAY
P.O. BOX 531808
HARLINGEN, TX 78553
Office (956) 423-6380
Concrete (956) 428-0211

88 44289



520545

SOLD TO: 71636 TEXAS CORDIA CONSTRUCTION LLC 3149-A CENTER POINTE DR EDINBURG, TX 78539	SHIP TO: 4 EDINBURG STUBOUT-EDINBURG
--	--

TIME	DRIVER	LOAD SIZE	YARDS ORDERED	SLUMP	TRUCK #	TICKET #	
12:21	MENDEZ	10.00	10.00	2.5	7163	44289	TEXAS CORDIA
DATE	PLANT	BATCH REF.	TOTAL YARDS DEL.				
11/03/14	88	1121	10.00	3345	CF	CHARLIE FLORES	

HAZARDOUS MATERIAL WARNING	
<p>WARNING! THIS PRODUCT MAY CAUSE IRRITATION OF THE SKIN, EYES, OR NASAL PASSAGES. KEEP OUT OF THE REACH OF CHILDREN.</p> <p>Wash all contacted surfaces thoroughly after handling. May irritate or burn skin or eyes. Hypersensitive individuals may develop an allergic dermatitis. If any cement, mortar, concrete, grout, other concrete product, cement stabilized product, concrete stabilizing product, or by-product produced during the manufacture of cement products gets into the eye or a wound or sore, obtain prompt medical attention.</p> <p>It is recommended that when handling the aforementioned products the skin be protected with appropriate devices such as gloves, boots, kneeboards and clothing.</p> <p>AVOID BREATHING DUST FROM THIS MATERIAL. Concrete may contain crystalline silica in concentrations greater than 0.1%, principally contributed by the aggregates. Respirable crystalline silica classified by IARC (International Agency for research on Cancer) as a known human carcinogen and by NTP (National Toxicology Program) as "reasonably anticipated to be a carcinogen." Crystalline silica in wet concrete is not respirable and does not pose a hazard when the concrete is in its plastic or unhardened state. Once concrete has hardened, airborne dust generated by grinding, sawing, drilling, breaking, etc. can lead to potentially hazardous exposures to workers and appropriate respiratory protection precautions should be taken.</p>	<p>NOT RESPONSIBLE FOR QUALITY OF CONCRETE IF WATER IS ADDED AT JOB SITE. PURCHASER OR HIS AUTHORIZED REPRESENTATIVE RECEIPTS FOR THIS LOAD OF CONCRETE, CONFIRMS TIME ARRIVAL, BEGIN UNLOAD AND FINISH UNLOAD TIMES, AND HAS INSTRUCTED THE DRIVER TO ADD WATER AS FOLLOWS: GALS. _____ GALS. _____</p> <p>ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH.</p> <p>LOAD RECEIVED BY: _____</p> <p><input checked="" type="checkbox"/> _____</p>
	CHECK BOX IF TAKEN <input type="checkbox"/> CYLINDERS <input type="checkbox"/> SLUMP <input type="checkbox"/> AIR TEST

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10.00	CY	213031730 3000 PSI 1.0" GR		

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING	DELAY EXPLANATION/CYLINDER TEST TAKEN	TIME ALLOWED
		3:00	1. JOB NOT READY 2. SLOW POUR OR PUMP 3. TRUCK AHEAD ON JOB 4. CONTRACTOR BROKE DOWN 5. ADDED WATER 6. TRUCK BROKE DOWN 7. ACCIDENT 8. CITATION 9. OTHER	
LEFT PLANT	ARRIVED JOB	START UNLOADING		DELAY TIME
1:10	1:26	1:30		
TOTAL ROUND TRIP	TOTAL AT JOB	UNLOADING TIME		ADDITIONAL CHARGE
				ADDITIONAL CHARGE 1 _____
				ADDITIONAL CHARGE 2 _____
				GRAND TOTAL ▶ _____

BATCH DATA

RECEIVED NOV 10 2014

WEIGHMASTER SIGNATURE X *[Signature]*



EXPRESSWAY 77 &
INDUSTRIAL CROSSWAY
P.O. BOX 531808
HARLINGEN, TX 78553
Office (956) 423-6380
Concrete (956) 428-0211

89 20823



520592

SOLD TO:

71636
TEXAS CORDIA CONSTRUCTION LLC
3149-A CENTER POINTE DR
EDINBURG, TX 78539

SHIP TO:

4
EDINBURG STUBOUT-EDINBURG

TIME	DRIVER	LOAD SIZE	YARDS ORDERED	SLUMP	TRUCK #	TICKET #	
15:14	ANDRADE	5.00	15.00	2.5	7252	20823	TEXAS CORDIA
DATE	PLANT	BATCH REF.	TOTAL YARDS DEL.				
11/03/14	89	1121	15.00	3345	CF	CHARLIE FLORES	

HAZARDOUS MATERIAL WARNING

WARNING! THIS PRODUCT MAY CAUSE IRRITATION OF THE SKIN, EYES, OR NASAL PASSAGES. KEEP OUT OF THE REACH OF CHILDREN.

Wash all contacted surfaces thoroughly after handling. May irritate or burn skin or eyes. Hypersensitive individuals may develop an allergic dermatitis. If any cement, mortar, concrete, grout, other concrete product, cement stabilized product, concrete stabilizing product, or by-product produced during the manufacture of cement products gets into the eye or a wound or sore, obtain prompt medical attention.

It is recommended that when handling the aforementioned products the skin be protected with appropriate devices such as gloves, boots, kneeboards and clothing.

AVOID BREATHING DUST FROM THIS MATERIAL. Concrete may contain crystalline silica in concentrations greater than 0.1%, principally contributed by the aggregates. Respirable crystalline silica classified by IARC (International Agency for research on Cancer) as a known human carcinogen and by NTP (National Toxicology Program) as "reasonably anticipated to be a carcinogen." Crystalline silica in wet concrete is not respirable and does not pose a hazard when the concrete is in its plastic or unhardened state. Once concrete has hardened, airborne dust generated by grinding, sawing, drilling, breaking, etc. can lead to potentially hazardous exposures to workers and appropriate respiratory protection precautions should be taken.

NOT RESPONSIBLE FOR QUALITY OF CONCRETE IF WATER IS ADDED AT JOB SITE. PURCHASER OR HIS AUTHORIZED REPRESENTATIVE RECEIPTS FOR THIS LOAD OF CONCRETE, CONFIRMS TIME ARRIVAL, BEGIN UNLOAD AND FINISH UNLOAD TIMES, AND HAS INSTRUCTED THE DRIVER TO ADD WATER AS FOLLOWS: GALS. _____, GALS. _____

ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH.

CHECK BOX IF TAKEN

- CYLINDERS
- SLUMP
- AIR TEST

LOAD RECEIVED BY:

[Signature]

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5.00 CY	213031730	3000 PSI 1.0" GR		

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING	DELAY EXPLANATION/CYLINDER TEST TAKEN	TIME ALLOWED
			1. JOB NOT READY 2. SLOW POUR OR PUMP 3. TRUCK AHEAD ON JOB 4. CONTRACTOR BROKE DOWN 5. ADDED WATER 6. TRUCK BROKE DOWN 7. ACCIDENT 8. CITATION 9. OTHER	
LEFT PLANT	ARRIVED JOB	START UNLOADING		DELAY TIME
	4:00	4:00		
TOTAL ROUND TRIP	TOTAL AT JOB	UNLOADING TIME		ADDITIONAL CHARGE

ADDITIONAL CHARGE 1 _____

ADDITIONAL CHARGE 2 _____

GRAND TOTAL ▶ _____

BATCH DATA

not for use (9201 change 01/18/10)

RECEIVED NOV 10 2014

WEIGHMASTER SIGNATURE X _____



EXPRESSWAY 77 &
INDUSTRIAL CROSSWAY
P.O. BOX 531808
HARLINGEN, TX 78553
Office (956) 423-6380
Concrete (956) 428-0211

88 44298



520630

SOLD TO:

71636
TEXAS CORDIA CONSTRUCTION LLC
3149-A CENTER POINTE DR
EDINBURG, TX 78539

SHIP TO:

EDINBURG STUBOUT-EDINBURG

RECEIVED NOV 10 2014

TIME	DRIVER	LOAD SIZE	YARDS ORDERED	SLUMP	TRUCK #	TICKET #	
7:42	MENDEZ	8.00	8.00	2.5	7163	44298	TEXAS CORDIA
DATE	PLANT	BATCH REF.	TOTAL YARDS DEL.				
11/04/14	88	1121	8.00	3422	CF		CHARLIE FLORES

HAZARDOUS MATERIAL WARNING

WARNING! THIS PRODUCT MAY CAUSE IRRITATION OF THE SKIN, EYES, OR NASAL PASSAGES. KEEP OUT OF THE REACH OF CHILDREN.
Wash all contacted surfaces thoroughly after handling. May irritate or burn skin or eyes. Hypersensitive individuals may develop an allergic dermatitis. If any cement, mortar, concrete, grout, other concrete product, cement stabilized product, concrete stabilizing product, or by-product produced during the manufacture of cement products gets into the eye or a wound or sore, obtain prompt medical attention.
It is recommended that when handling the aforementioned products the skin be protected with appropriate devices such as gloves, boots, kneeboards and clothing.
AVOID BREATHING DUST FROM THIS MATERIAL. Concrete may contain crystalline silica in concentrations greater than 0.1%, principally contributed by the aggregates. Respirable crystalline silica classified by IARC (International Agency for research on Cancer) as a known human carcinogen and by NTP (National Toxicology Program) as "reasonably anticipated to be a carcinogen." Crystalline silica in wet concrete is not respirable and does not pose a hazard when the concrete is in its plastic or unhardened state. Once concrete has hardened, airborne dust generated by grinding, sawing, drilling, breaking, etc. can lead to potentially hazardous exposures to workers and appropriate respiratory protection precautions should be taken.

NOT RESPONSIBLE FOR QUALITY OF CONCRETE IF WATER IS ADDED AT JOB SITE. PURCHASER OR HIS AUTHORIZED REPRESENTATIVE RECEIPTS FOR THIS LOAD OF CONCRETE, CONFIRMS TIME ARRIVAL, BEGIN UNLOAD AND FINISH UNLOAD TIMES, AND HAS INSTRUCTED THE DRIVER TO ADD WATER AS FOLLOWS: GALS. _____ GALS. _____, GALS. _____
ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH.

LOAD RECEIVED BY:

X *Justin Smith*

CHECK BOX IF TAKEN

- CYLINDERS
- SLUMP
- AIR TEST

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
8.00	CY 213031730	3000 PSI 1.0" GR		

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING	DELAY EXPLANATION/CYLINDER TEST TAKEN	TIME ALLOWED
		10:00	1. JOB NOT READY 2. SLOW POUR OR PUMP 3. TRUCK AHEAD ON JOB 4. CONTRACTOR BROKE DOWN 5. ADDED WATER 6. TRUCK BROKE DOWN 7. ACCIDENT 8. CITATION 9. OTHER	
LEFT PLANT	ARRIVED JOB	START UNLOADING		DELAY TIME
8:25	8:40	8:45		
TOTAL ROUND TRIP	TOTAL AT JOB	UNLOADING TIME		ADDITIONAL CHARGE

ADDITIONAL CHARGE 1 _____
ADDITIONAL CHARGE 2 _____
GRAND TOTAL ▶

BATCH DATA

WEIGHMASTER SIGNATURE X *[Signature]*

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Texas Cordia Construction, LLC
to furnish Material
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by Hidalgo County Drainage District No. 1
Which improvements are described as follows:

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

In consideration of Pay Estimate No 2 in the amount of Thirty-Four Thousand Nine & 66/100
DOLLAR(\$ 34,009.66) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real
property on account of any labor performed or materials furnished or to be furnished or labor
performed and materials furnished by the undersigned pursuant to the above-mentioned contract
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the
erection and construction of such improvements on the Property have been fully paid and
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for
material or labor against said Property arising out of any bills for material or labor in connection
with the erection or construction of said improvements thereon, Undersigned will obtain a
settlement of such lien or liens and a proper release thereof shall be obtained.

Rio Valley Pipe, LLC
CONTRACTOR

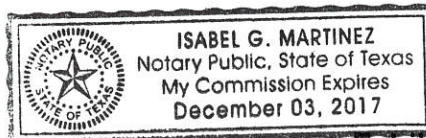
BY: [Signature]

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Sept, 2018 to
certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12/3/17



PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Texas Cordia Construction, LLC
to furnish Concrete
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by Hidalgo County Drainage District No. 1
Which improvements are described as follows:

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

In consideration of Pay Estimate No 2 in the amount of Eight Hundred Ninety & 00/100
DOLLAR(\$ 890.00) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real
property on account of any labor performed or materials furnished or to be furnished or labor
performed and materials furnished by the undersigned pursuant to the above-mentioned contract
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the
erection and construction of such improvements on the Property have been fully paid and
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for
material or labor against said Property arising out of any bills for material or labor in connection
with the erection or construction of said improvements thereon, Undersigned will obtain a
settlement of such lien or liens and a proper release thereof shall be obtained.

Magic Valley Concrete, LLC

CONTRACTOR

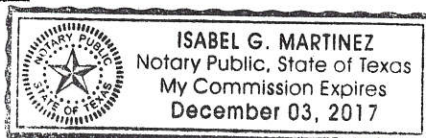
BY: [Signature]

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Sept, 2014 to
certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12/3/17



PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Texas Cordia Construction, LLC
to furnish Material
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by Hidalgo County Drainage District No. 1
Which improvements are described as follows:

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

In consideration of Pay Estimate No 2 in the amount of One Thousand Ninety-Eight & 94/100
DOLLAR(\$ 1,098.94) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real
property on account of any labor performed or materials furnished or to be furnished or labor
performed and materials furnished by the undersigned pursuant to the above-mentioned contract
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the
erection and construction of such improvements on the Property have been fully paid and
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for
material or labor against said Property arising out of any bills for material or labor in connection
with the erection or construction of said improvements thereon, Undersigned will obtain a
settlement of such lien or liens and a proper release thereof shall be obtained.

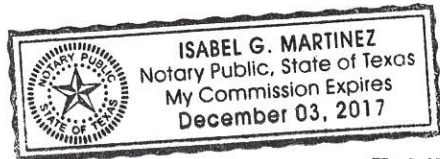
Upper Valley Material, LLC
CONTRACTOR

BY: [Signature]
TITLE 65M-CAPA

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Sept, 2014
to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12/3/17





Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
 Texas Cordia Construction, LLC

ADDRESS 3149A Center Pointe Drive, Edinburg, TX 78539

PROJECT OR CONTRACT NO. Contract No. HCCD1-14-004-02-05

OMB No.: 1235-0008
 Expires: 01/31/2015

PAYROLL NO. 16

FOR WEEK ENDING 10/25/2014

PROJECT AND LOCATION
 Edinburg Drain Stub-Out to the South Main Drain Control Structure Drainage Improvements

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S IDENTIFICATION NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			S	M	T	W	T	F	S								
Francisco Sanchez - 3276	2	Laborer, Common					1.00				1.00	\$16.50	\$34.93	\$14.00		\$48.93	\$407.57
			9.50	10.00	11.00	9.50				40.00		\$456.50					
David Perez - 9731	5	Laborer, Common					1.00				1.00	\$15.75	\$41.78	\$12.00		\$53.78	\$492.22
			9.50	10.00	11.00	9.50			40.00			\$546.00					
Jesse A. Jurado - 9406	2	Laborer, Common										\$15.00	\$24.48	\$12.00		\$36.48	\$283.52
			1.50				2.00		1.00	4.50		\$320.00					
Miguel Arenas -												\$16.50	\$38.71	\$0.00		\$38.71	\$467.29
										9.00		\$506.00					
Oliverio Rios-												\$16.50	\$45.03	\$27.00		\$72.03	\$516.47
										10.50		\$588.50					

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 10/27/2014

I, Melissa T. Colon Payroll Coordinator
(Name of Signatory Party) (Title)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Melissa T. Colon - Payroll Coordinator

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

(1) That I pay or supervise the payment of the persons employed by Texas Cordia Construction, LLC on the Edinburg Drain Stub-Out to the S Main Drain C; that during the payroll period commencing on the 12 day of October, 2014, and ending the 18 day of October, 2014, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

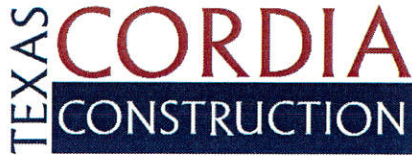
NONE

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.



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

November 11, 2014

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

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

NOTICE OF SUBSTANTIAL COMPLETION

Dear Mr. Muniz:

We would like to inform you that Texas Cordia Construction has achieved substantial completion as of Monday, November 10, 2014 for the above mention project as per plans and specifications.

If you should have any questions please feel free to contact me (956) 627-6181.

Respectfully,



Yara Corbitt
President



Letter of Transmittal

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

Date: 11/11/14

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 #4
1	Notice of Substantial Completion

REMARKS:

Mr. Muniz,

Attached please find the Application for Payment #4 and Notice of Substantial Completion 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: _____ Date: _____

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

302 NORTH DOOLITTLE

EDINBURG, TEXAS 78542

(958) 292-7080

FAX (958) 292-7089



GODFREY GARZA, JR.
MANAGER

INVOICE PROCESSING CHECKLIST

Data Received: 11/26/14
 Engineer/Firm Name: R. Gutierrez Engr.
 Project Name/Number: FM 495 - Wisconsin Rd. Crossing
 Invoice No: Payment Request #1
 Logged in and Scanned: 2:09 PM By: R. Garza 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: _____

APPLICATION FOR PMT #1

To: Hidalgo County Drainage District No. 1 (OWNER)
 From: RDH Site & Concrete, LLC (CONTRACTOR)
 Contract: HCDD1-14-010-05-06
 Project: PCT2 Rural Drainage Development - Seminole Valley Subd Area Drainage Improvements
 OWNER's Contract No. HCDD1-14-010-05-06
 For Work accomplished through the date of: November 22, 2014 ENGINEER's Project No.: ENG13.001

1. Original Contract Price:	\$ 307,273.00
2. Net change by Change Orders and Written Agreements (+ or -):	\$ -
3. Current Contract Price (1 plus 2):	\$ 307,273.00
4. Total completed and stored to date:	\$ 232,051.00
5. Retainage (per Agreement):	
<u>5%</u> of completed Work:	\$ 11,602.55
<u>5%</u> of stored material:	\$ -
Total Retainage:	\$ 11,602.55
6. Total completed and stored to date less retainage (4 minus 5):	\$ 220,448.45
7. Less previous Application for Payments:	\$ -
8. Balance to Finish:	\$ 75,222.00
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 220,448.45

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated November 24, 2014

RDH Site & Concrete, LLC

CONTRACTOR

By: [Signature]

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 24th

day of November, 2014

San Juanita Garcia

Notary Public

My Commission expires: February 8, 2017



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: [Signature] P.E.

Schedule of Values

Contractor Name: RDH Site & Concrete, LLC
 Starting Date: October 13, 2014
 Project Ending Date: December 4, 2014
 Project Desc: PCT2 Rural Drainage Development - Seminole Valley Subd Area Drainage Improvements
 Retainage Percent: 5%

Application: PMT #1
 Application Date: 11/24/2014
 Period To: 11/22/2014
 Engineer's Project No.: ENG13.001
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-14-010-05-06	PCT2 Rural Drainage Development - Seminole Valley Subd Area Drainage Improvements	\$ 307,273.00	\$ 232,051.00	\$ 11,602.55	\$ 220,448.45	\$ -	\$ -	\$ -	\$ 232,051.00	\$ 11,602.55	\$ 220,448.45	\$ -	\$ 75,222.00
TOTALS:		\$ 307,273.00	\$ 232,051.00	\$ 11,602.55	\$ 220,448.45	\$ -	\$ -	\$ -	\$ 232,051.00	\$ 11,602.55	\$ 220,448.45	\$ -	\$ 75,222.00

Contractor Name: RDH Site & Concrete, LLC
 Starting Date: October 13, 2014
 Project Ending Date: December 4, 2014
 Project Desc: PCT2 Rural Drainage Development - Seminole Valley Subd Area Drainage Improvements

Application: PMT #1
 Application Date: November 24, 2014
 Period To: November 22, 2014
 Engineer's / County Project No.: ENG13.001

No.	Item Code	Description	Unit	Original Schedule Value			Application #1			Final Application			Balance To Finish		
				Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
SEMINOLE VALLEY SUBDIVISION AREA															
1	100	Cellulose Fiber Mulch Seeding (Permanent) (Rural) (Clay)	SY	\$ 1.50	2,114.00	\$ 3,171.00		-	\$ -		-	\$ -	\$ -	2,114.00	\$ 3,171.00
2	110	Vegetated Watering	MG	\$ 20.00	25.00	\$ 500.00		-	\$ -		-	\$ -	\$ -	25.00	\$ 500.00
3	132	Cement Stabilized Backfill	CY	\$ 30.00	515.00	\$ 15,450.00	265.00	265.00	\$ 7,950.00		-	\$ -	\$ 7,950.00	250.00	\$ 7,500.00
4	164	Trench Excavation Protection	LF	\$ 2.00	1,361.00	\$ 2,722.00	895.00	895.00	\$ 1,790.00		-	\$ -	\$ 1,790.00	466.00	\$ 932.00
5	400	Concrete Riprap (CL B) (5")	CY	\$ 130.00	27.00	\$ 3,510.00		-	\$ -		-	\$ -	\$ -	27.00	\$ 3,510.00
6	400	Concrete Box Culvert (6-Ft x 2-Ft)	LF	\$ 32.00	188.00	\$ 6,016.00	188.00	188.00	\$ 6,016.00		-	\$ -	\$ 6,016.00	0.00	\$ -
7	402	Reinforced Concrete Pipe (42-IN) (CL III) (SPL)	LF	\$ 30.00	64.00	\$ 1,920.00		-	\$ -		-	\$ -	\$ -	64.00	\$ 1,920.00
7a	403	Reinforced Concrete Pipe (42-IN) (CL III) (SPL) STORED MATS	LF	\$ 65.00	64.00	\$ 4,160.00	64.00	64.00	\$ 4,160.00		-	\$ -	\$ 4,160.00	0.00	\$ -
8	404	Reinforced Concrete Pipe (60-IN) (CL III) (SPL)	LF	\$ 65.00	1,252.00	\$ 81,380.00	895.00	895.00	\$ 58,175.00		-	\$ -	\$ 58,175.00	357.00	\$ 23,205.00
8a	405	Reinforced Concrete Pipe (60-IN) (CL III) (SPL) STORED MATS	LF	\$ 115.00	1,252.00	\$ 143,980.00	1,252.00	1,252.00	\$ 143,980.00		-	\$ -	\$ 143,980.00	0.00	\$ -
9	406	Inlet (Complete) (Ty M w/Grate)	EA	\$ 5,000.00	1.00	\$ 5,000.00	1.00	1.00	\$ 5,000.00		-	\$ -	\$ 5,000.00	0.00	\$ -
10	408	Junction Box (10-ft x 5-ft x/Grate)	EA	\$ 9,000.00	1.00	\$ 9,000.00		-	\$ -		-	\$ -	\$ -	1.00	\$ 9,000.00
11	410	Junction Box (10-ft x 5-ft)	EA	\$ 9,000.00	1.00	\$ 9,000.00		-	\$ -		-	\$ -	\$ -	1.00	\$ 9,000.00
12	462	Junction Box (16-ft x 5-ft)	EA	\$ 12,000.00	1.00	\$ 12,000.00		-	\$ -		-	\$ -	\$ -	1.00	\$ 12,000.00
13	464	Construction Exit (Ty II) (Install)	SY	\$ 6.00	252.00	\$ 1,512.00		-	\$ -		-	\$ -	\$ -	252.00	\$ 1,512.00
14	464	Construction Exit (Ty II) (Remove)	SY	\$ 6.00	252.00	\$ 1,512.00		-	\$ -		-	\$ -	\$ -	252.00	\$ 1,512.00
15	464	Temporary Sediment Control Fence	LF	\$ 10.00	144.00	\$ 1,440.00	48.00	48.00	\$ 480.00		-	\$ -	\$ 480.00	96.00	\$ 960.00
16	464	RCP Irrigation Pipe (36-IN)	LF	\$ 100.00	40.00	\$ 4,000.00	40.00	40.00	\$ 4,000.00		-	\$ -	\$ 4,000.00	0.00	\$ -
17	464	Barricades, Signs and Traffic Handling	MO	\$ 1,000.00	1.00	\$ 1,000.00	0.50	0.50	\$ 500.00		-	\$ -	\$ 500.00	0.50	\$ 500.00
TOTAL BASE AMOUNTS:						\$ 307,273.00			\$ 232,051.00			\$ -	\$ 232,051.00		\$ 75,222.00

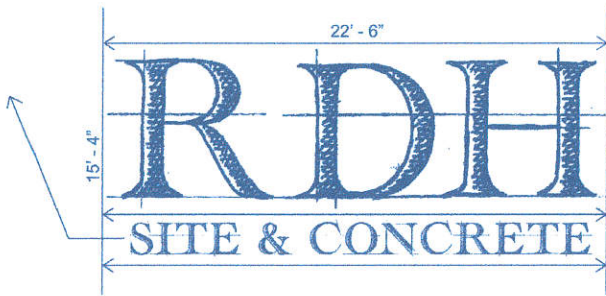
Printed Name:

Javier Gutierrez

Date: 11-25-14

Signature:





DIANALY DE HOYOS

General Manager

RDH SITE & CONCRETE

1201 E. Moore Rd #89

Pharr, Texas 78577

956.502.5426 office

956.475.3917 fax

www.rdhcompany.com

November 24, 2014

R. Gutierrez Engineering

130 E. Park Ave

Pharr, Texas 78577

956-782-2557

javier@rgec.net

RE: HIDALGO COUNTY DRAINAGE DISTRICT NO.1

SEMINOLE VALLEY SUBDIVISION AREA DRAINAGE IMPROVEMENTS

CONTRACT NO: HCDD1-14-010-05-06

Mr. Gutierrez;

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

Rio Valley Pipe	7301 W. Expressway 83	Mission, Texas 78572	(956) 580-2502
Upper Valley Materials	7301 W. Expressway 83	Mission, Texas 78572	(956) 580-2502
L&R Precast	3807 N. Bentsen Palm Drive	Mission, Texas 78572	(956) 583-6293

RDH Site and Concrete does not hire any subcontractors, all work performed is completed by our firm.

If you have any questions, please call me at (956) 502-5426

Best Regards;

Dianaly De Hoyos, General Manager

dianaly@rdhcompany.com

Contract Time Statement

PCT2 Rural Drainage Development - Seminole Valley Subd Area Drainage Improvements

PAY REQUEST 1 CONTRACTOR RDH Site and Concrete, LLC

PROJECT NO. HCDD1-14-010-05-06 City Alamo, Texas DATE WORK BEGAN 10/13/2014

TIME COMPUTED FROM 10/13/2014 DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED	DESCRIPTION
November	1	1		Weekend - No work done
	2	1		Weekend - No work done
	3	1		Work on adjust 60" RCP
	4	1		Work on excavate, install joints of 60" RCP, back fill, and compact
	5	1	1	Rain / Too wet to work
	6	1	1	Rain / Too wet to work
	7	1	1	Rain / Too wet to work
	8	1	1	Weekend - Rain / Too wet to work
	9	1	1	Weekend - Rain / Too wet to work
	10	1	1	Rain / Too wet to work
	11	1	1	Rain / Too wet to work
	12	1	1	Rain / Too wet to work
	13	1	1	Rain / Too wet to work
	14	1	1	Rain / Too wet to work
	15	1		Weekend - Work on remove and reinstall 60" RCP
	16	1		Weekend - Work on remove and reinstall 60" RCP
	17	1		Work on remove and reinstall 60" RCP
	18	1		Work on remove and reinstall 60" RCP
	19	1		Work on remove and reinstall 60" RCP
	20	1		Work on remove and reinstall 60" RCP
	21	1	1	Rain / Too wet to work
	22	1	1	Weekend - Rain / Too wet to work
	23			
	24			
	25			
	26			
	27			
	28			
	29			
	30			
TOTALS		22	12	

NO. OF CONTRACT CALANDER DAYS 53* NO. CALANDER DAYS CHARGED TO DATE 41

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY \$ _____ TOTAL _____

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) _____
Rain P.E.
PROJECT ENGINEER

*23 Days added per change order #1 (13 Rain / Too wet to work and 10 for additional MH)

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 1201 E. MORRE RD #89 PHARR, TEXAS 78577 PROJECT OR CONTRACT NO. HCDD1-14-010-05-06

PAYROLL NO. 1 FOR WEEK ENDING 10-17-14 PROJECT AND LOCATION SEMINOLE VALLEY SUBDIVISION ALAMO, TEXAS

OMB No.: 1235-0008 Expires: 01/31/2015

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			S	S	M	T	W	TH	F				FICA	WITH-HOLDING TAX	OTHER		TOTAL DEDUCTIONS		
ROGELIO DEHOYOS-1363	0	COMMON LABOR							13	14	15	16	17						240.00
JOSE M. DEHOYOS-0135	0	COMMON LABOR							8	8	8	24							240.00
ALBERTO CORTEZ-6744	0	EXCAVATOR OPERATOR 50,000 lbs or Less							8	8	8	24		12.60	302.40				302.40
OSCAR MONTANO-8794	0	PIPE LAYER							8	8	8	24		12.00	288.00				288.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction projects to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction projects to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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U.S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 1201 E. MORRE RD #89
PHARR, TEXAS 78577

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 2 FOR WEEK ENDING 10-24-14 PROJECT AND LOCATION SEMINOLE VALLEY SUBDIVISION
ALAMO, TEXAS PROJECT OR CONTRACT NO. HCDD1-14-010-05-06

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF DAYS OF ABSENCE	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			S	S	M	T	W	TH	F				WITH- HOLDING TAX	FICA	OTHER		TOTAL DEDUCTIONS
ROGELIO DEHOYOS-1363		COMMON LABOR	8	8	8	8	8	8	8	8	32	10.00	320				320.00
JOSE M. DEHOYOS-0135		COMMON LABOR	8	8	8	8	8	8	8	8	32	10.00	320				320.00
ALBERTO CORTEZ-6744		EXCAVATOR OPERATOR 50,000 lbs or Less	8	8	8	8	8	8	8	8	32	12.60	403.20				403.20
OSCAR MONTANO-8794		PIPE LAYER	8	8	8	8	8	8	8	8	32	12.00	384				384.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
 ADDRESS 1201 E. MORRE RD #89
 PHARR, TEXAS 78577
 PROJECT OR CONTRACT NO. HCDD1-14-010-05-06
 OMB No.: 1235-0008
 Expires: 01/31/2015

PAYROLL NO. 3
 FOR WEEK ENDING 10-31-14
 PROJECT AND LOCATION SEMINOLE VALLEY SUBDIVISION
 ALAMO, TEXAS

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK					
			S	S	M	T	W	TH	F				FICA	WITH-HOLDING TAX	OTHER		TOTAL DEDUCTIONS				
ROGELIO DEHOYOS-1363	0	COMMON LABOR								8	8	8	8	8	8	8	8	8	8	8	400.00
JOSE M. DEHOYOS-0135	0	COMMON LABOR								8	8	8	8	8	8	8	8	8	8	8	400.00
ALBERTO CORTEZ-6744	0	EXCAVATOR OPERATOR 50,000 lbs or Less								8	8	8	8	8	8	8	8	8	8	8	504.00
OSCAR MONTANO-8794	0	PIPE LAYER								8	8	8	8	8	8	8	8	8	8	8	480.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
 RDH SITE AND CONCRETE, LLC
 ADDRESS: 1201 E. MORRE RD #89
 PHARR, TEXAS 78577
 PROJECT OR CONTRACT NO.: HCDD1-14-010-05-06
 OMB No.: 1235-0008
 Expires: 01/31/2015

PAYROLL NO. 5
 FOR WEEK ENDING 11-14-14
 PROJECT AND LOCATION: SEMINOLE VALLEY SUBDIVISION
 ALAMO, TEXAS

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) TYPE OF EMPLOYMENT	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			S	M	T	W	TH	F	SAT				FICA	WITH-HOLDING TAX	OTHER		TOTAL DEDUCTIONS
ROGELIO DEHOYOS-1363	O	COMMON LABOR	S	S	S	S	S	S	S	89	10.00						
JOSE M. DEHOYOS-0135	O	COMMON LABOR	S	S	S	S	S	S	S	10	10.00						
ALBERTO CORTEZ-6744	O	EXCAVATOR OPERATOR 50,000 lbs or Less	S	S	S	S	S	S	S	12	12.00						
OSCAR MONTANO-8794	O	PIPE LAYER	S	S	S	S	S	S	S	12	12.00						

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W., Washington, D.C. 20210



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR **RDH SITE AND CONCRETE, LLC** OR SUBCONTRACTOR
 ADDRESS **1201 E. MORRE RD #89 PHARR, TEXAS 78577**
 PROJECT OR CONTRACT NO. **HCDD1-14-010-05-06**
 OMB No.: 1235-0008 Expires: 01/31/2015
 Rev. Dec. 2008

PAYROLL NO. **6** PROJECT AND LOCATION **SEMINOLE VALLEY SUBDIVISION ALAMO, TEXAS**
 FOR WEEK ENDING **11-21-14**

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S IDENTIFICATION NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
			S	S	M	T	W	TH	F				FICA	WITH-HOLDING TAX	OTHER	
ROGELIO DEHOYOS-1363		COMMON LABOR	8	8	8	8	8	8	40	10.00	400				400.00	
JOSE M. DEHOYOS-0135		COMMON LABOR	8	8	8	8	8	8	40	10.00	400				400.00	
ALBERTO CORTEZ-6744		EXCAVATOR OPERATOR 50,000 lbs or Less	8	8	8	8	8	8	40	12.60	504				504.00	
OSCAR MONTANO-8794		PIPE LAYER	8	8	8	8	8	8	40	12.00	480				480.00	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering existing data sources, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
 RDH SITE AND CONCRETE, LLC
 ADDRESS 1201 E. MORRE RD #89
 PHARR, TEXAS 78577
 PROJECT OR CONTRACT NO. HCDD1-14-010-05-06
 OMB No.: 1235-0008
 Expires: 01/31/2015

PAYROLL NO. 7
 FOR WEEK ENDING 11-22-14
 PROJECT AND LOCATION SEMINOLE VALLEY SUBDIVISION
 ALAMO, TEXAS

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NUMBER OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
			S	S	M	T	W	TH	F				FICA	WITH- HOLDING TAX	OTHER	
ROGELIO DEHOYOS-1363		COMMON LABOR									10.00					
JOSE M. DEHOYOS-0135		COMMON LABOR								10.00						
ALBERTO CORTEZ-6744		EXCAVATOR OPERATOR 50,000 lbs or Less								12.80						
OSCAR MONTANO-8794		PIPE LAYER								12.00						

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

November 25, 2014

Godfrey Garza, Jr., C.F.M.
District Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78542

Subject: PCT2 Rural Drainage Development – Seminole Valley Subdivision Areas Drainage Improvements
Contract #: HCDD1-14-010-05-06
Testing Requirements for Payment Request #1

Dear Mr. Garza:

Please be advised that no material testing reports have been submitted to our office for the period from the start of the project, October 6, 2014 through November 22, 2014. Reports for testing during this period will be submitted with the next payment request.

Please call me at (956) 782-2557 if you have questions concerning this matter.

Sincerely,



Ramiro Gutierrez, P.E.
President

cc: file

8592

10/28/2014

Sales Order Number 99699

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION

10 OF NEXT MONTH

12-CF

10/28/2014

11/10/2014

32	60 Gasket Pipe CL III	60 Gasket Pipe CL III(LF)	115.00	3,680.00
4	GASKET 60" 0-RINGS	GASKET 60" 0-RINGS	0.00	0.00
1	SOAP LUB 3.5 GAL. BUCKET	SOAP LUB 3.5 GAL. BUCKET	0.00	0.00

\$3,680.00

\$0.00

\$3,680.00

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

\$3,680.00

8453

10/17/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via

Ship Date

Due Date

10/17/2014

11/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99397	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99397	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99397	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99398	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99398	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99398	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99399	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99399	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99399	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99403	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99403	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99403	1	0	0	1	ea	0.00	0.00
									\$11,040.00
60" 96 ft									\$0.00

Remittances Made by Mail:

Wells Fargo Bank, N.A.

\$11,040.00

c/o Wells Fargo Business Credit

\$0.00

P.O. Box 202056

\$11,040.00

Dallas, TX 75320-2056

8454

10/17/2014

RDH SITE & CONCRETE COMPANY
 1201 E. MOORE RD. 89
 PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION

P.O. No.

Terms
 10 OF NEXT MONTH
 Ship Date Due Date
 10/17/2014 11/10/2014

Ship Via

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99412	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99412	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99412	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99413	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99413	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99413	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99414	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99414	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99414	1	0	0	1	ea	0.00	0.00

\$8,280.00
 \$0.00

60' 72 ft

Remittances Made by Mail:

Wells Fargo Bank, N.A. \$8,280.00
 c/o Wells Fargo Business Credit \$0.00
 P.O. Box 202056 \$8,280.00
 Dallas, TX 75320-2056

8591

10/28/2014

Sales Order Number 99698

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION

10 OF NEXT MONTH

12-CF

10/28/2014

11/10/2014

24	60 Gasket Pipe CL III	60 Gasket Pipe CL III (LF)	115.00	2,760.00
3	GASKET 60" O-RI...	GASKET 60" O-RINGS	0.00	0.00
1	SOAP LUB 3.5 GA...	SOAP LUB 3.5 GAL. BUCKET	0.00	0.00

24 ft.

\$2,760.00

\$0.00

\$2,760.00

\$2,760.00

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

8612

10/28/2014

Sales Order Number 99708

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION

10 OF NEXT MONTH

12-CF

10/28/2014

11/10/2014

24	60 Gasket Pipe CL III	60 Gasket Pipe CL III (LF)	115.00	2,760.00
3	GASKET 60" O-RI...	GASKET 60" O-RINGS	0.00	0.00
1	SOAP LUB 3.5 GA...	SOAP LUB 3.5 GAL. BUCKET	0.00	0.00

24 ft.

\$2,760.00

\$0.00

\$2,760.00

\$2,760.00

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

8636

10/30/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

Seminole Valley
Alamo RD North 1/4
mile B4owassa on left

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via

Ship Date

Due Date

10/30/2014

11/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99748	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99748	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99748	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99749	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99749	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99749	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99750	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99750	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99750	1	0	0	1	ea	0.00	0.00

\$8,280.00

\$0.00

60" 72 ft

Remittances Made by Mail:

Wells Fargo Bank, N.A.

\$8,280.00

c/o Wells Fargo Business Credit

\$0.00

P.O. Box 202056

\$8,280.00

Dallas, TX 75320-2056

8637

10/30/2014

RDH SITE & CONCRETE COMPANY
 1201 E. MOORE RD. 89
 PHARR, TX 78577

SEMINOLE VALLEY
 SUBDIVISION AREA
 ALAMO, TX 78516

P.O. No.

Terms

 10 OF NEXT MONTH
 Ship Date Due Date
 10/30/2014 11/10/2014

Ship Via

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99757	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99757	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99757	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99758	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99758	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99758	1	0	0	1	ea	0.00	0.00

\$5,520.00

\$0.00

60" 48 ft

Remittances Made by Mail:
 Wells Fargo Bank, N.A.
 c/o Wells Fargo Business Credit
 P.O. Box 202056
 Dallas, TX 75320-2056

\$5,520.00

\$0.00

\$5,520.00

8649

10/31/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY
SUBDIVITION AREA
ALAMO, TX 78516

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via

Ship Date

Due Date

10/31/2014

11/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99786	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99786	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99786	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99787	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99787	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99787	1	0	0	1	ea	0.00	0.00

									\$5,520.00
60" 48 ft									\$0.00

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

\$5,520.00
\$0.00
\$5,520.00

8659

11/1/2014

RDH SITE & CONCRETE COMPANY
 1201 E. MOORE RD. 89
 PHARR, TX 78577

SEMINOL VALLEY SUBDIVISION AREA
 2014 DRAINAGE IMPROVEMENT

P.O. No.

Terms

 10 OF NEXT MONTH
 Ship Date Due Date
 11/1/2014 12/10/2014

Ship Via

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99791	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99791	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99791	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99792	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99792	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99792	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99789	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99789	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99789	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99793	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99793	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99793	1	0	0	1	ea	0.00	0.00

\$11,040.00
 \$0.00

60" 96ft

Remittances Made by Mail:
 Wells Fargo Bank, N.A.
 c/o Wells Fargo Business Credit
 P.O. Box 202056
 Dallas, TX 75320-2056

\$11,040.00
 \$0.00
 \$11,040.00

8660

11/1/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOL VALLEY SUBDIVISION AREA
2014 DRAINAGE IMPROVEMENT

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via

Ship Date

Due Date

11/1/2014

12/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99800	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99800	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99800	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99801	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99801	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99801	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99796	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99796	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99796	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99795	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99795	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99795	1	0	0	1	ea	0.00	0.00

\$11,040.00

\$0.00

60" 96 ft

Remittances Made by Mail:

Wells Fargo Bank, N.A.

\$11,040.00

c/o Wells Fargo Business Credit

\$0.00

P.O. Box 202056

\$11,040.00

Dallas, TX 75320-2056

8661

11/1/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOL VALLEY SUBDIVISION AREA
2014 DRAINAGE IMPROVEMENT

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via

Ship Date

Due Date

11/1/2014

12/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99802	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99802	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99802	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99803	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99803	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99803	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99804	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99804	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99804	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99810	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99810	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99810	1	0	0	1	ea	0.00	0.00
									\$11,040.00
60" 96 ft									\$0.00

Remittances Made by Mail:

Wells Fargo Bank, N.A.

\$11,040.00

c/o Wells Fargo Business Credit

\$0.00

P.O. Box 202056

\$11,040.00

Dallas, TX 75320-2056



3609 W PALMA VISTA DR.
 PALMVIEW, TX 78572
 PHONE: 956-580-2502
 FAX: 956-585-8675

INVOICE

INVOICE NUMBER	8661
INVOICE DATE	11/1/2014
PAGE #	

RDH SITE & CONCRETE COMPANY
 1201 E. MOORE RD. 89
 PHARR, TX 78577

SEMINOL VALLEY SUBDIVISION AREA
 2014 DRAINAGE IMPROVEMENT

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P.O.No.

Terms

CUSTOMER ID #	CUSTOMER PO #	PAYMENT TERMS	
		10 OF NEXT MONTH	
SALES REP ID #	SHIPPING METHOD	Ship Via	Ship Date
		SHIP DATE	DUE DATE
		11/1/2014	11/10/2014

QUANTITY	ITEM	DESCRIPTION	BACKORDER QTY	UNIT PRICE	EXTENSION
Item	Description	S.O. ... Order... Prev. In...	Backo... Invoiced	U/M	Rate
					Amount
60" Gaske...	60 Gasket Pipe CL III (LF)	99798 24 0	0	24 ft	115.00 2,760.00
GASKET ...	GASKET 42" O-RINGS	99798 3 0	0	3 ea	0.00 0.00
SOAPLU...	SOAPLUB 3.5 GAL. BUCKET	99798 1 0	0	1 ea	0.00 0.00
60" Gaske...	60 Gasket Pipe CL III (LF)	99797 24 0	0	24 ft	115.00 2,760.00
GASKET ...	GASKET 42" O-RINGS	99797 3 0	0	3 ea	0.00 0.00
SOAPLU...	SOAPLUB 3.5 GAL. BUCKET	99797 1 0	0	1 ea	0.00 0.00
60" Gaske...	60 Gasket Pipe CL III (LF)	99790 24 0	0	24 ft	115.00 2,760.00
GASKET ...	GASKET 60" O-RINGS	99790 3 0	0	3 ea	0.00 0.00
SOAPLU...	SOAPLUB 3.5 GAL. BUCKET	99790 1 0	0	1 ea	0.00 0.00
60" Gaske...	60 Gasket Pipe CL III (LF)	99794 24 0	0	24 ft	115.00 2,760.00
GASKET ...	GASKET 60" O-RINGS	99794 3 0	0	3 ea	0.00 0.00
SOAPLU...	SOAPLUB 3.5 GAL. BUCKET	99794 1 0	0	1 ea	0.00 0.00

CONCRETE ▲ ASPHALT ▲ PIPE ▲ AGGREGATES
 RIO VALLEY PIPE ▲ MAGIC VALLEY CONCRETE ▲ UPPER VALLEY MATERIALS

\$11,040.00

There will be a 1½% finance charge on all invoices over 30 days.

Remittances Made by Mail:
 Wells Fargo Bank, N.A.
 c/o Wells Fargo Business Credit
 P.O. Box 202056
 Dallas, TX 75320-2056

SUBTOTAL	\$0.00
SALES TAX	
FREIGHT	
TOTAL INVOICE AMOUNT	\$11,040.00
PAYMENT RECEIVED	\$0.00
TOTAL	\$11,040.00

8663

11/1/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOL VALLEY SUBDIVISION AREA
2014 DRAINAGE IMPROVEMENT

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via	Ship Date	Due Date
	11/1/2014	12/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99799	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99799	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99799	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99809	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99809	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99809	1	0	0	1	ea	0.00	0.00

									\$5,520.00
60" 48 ft									\$0.00

Remittances Made by Mail:

Wells Fargo Bank, N.A.	\$5,520.00
c/o Wells Fargo Business Credit	\$0.00
P.O. Box 202056	\$5,520.00
Dallas, TX 75320-2056	

8664

11/3/2014

Sales Order Number 99384

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY
ALAMO, TX

10 OF NEXT MONTH

12-CF

11/3/2014

12/10/2014

24	60 Gasket Pipe CL III	60 Gasket Pipe CL III (LF)	115.00	2,760.00
3	GASKET 60" O-RI...	GASKET 60" O-RINGS	0.00	0.00
1	SOAP LUB 3.5 GA...	SOAP LUB 3.5 GAL. BUCKET	0.00	0.00

24 ft

\$2,760.00

\$0.00

\$2,760.00

\$2,760.00

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

8665

11/3/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION
2014 DRAINAGE IMPROVEMENTS

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via

Ship Date

Due Date

11/3/2014

12/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60 Gasket ...	60 Gasket Pipe CL III (LF)	99813	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99813	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99813	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99812	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99812	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99812	1	0	0	1	ea	0.00	0.00
60 Gasket ...	60 Gasket Pipe CL III (LF)	99811	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99811	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99811	1	0	0	1	ea	0.00	0.00
									\$8,280.00
60" 72 ft									\$0.00

Remittances Made by Mail:

Wells Fargo Bank, N.A.

\$8,280.00

c/o Wells Fargo Business Credit

\$0.00

P.O. Box 202056

\$8,280.00

Dallas, TX 75320-2056

8754

11/10/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION
2014 DRAIN IMPROVEMENTS

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via

Ship Date

Due Date

11/10/2014

12/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60" Gasket...	60 Gasket Pipe CL III (LF)	99916	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99916	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99916	1	0	0	1	ea	0.00	0.00
60" Gasket...	60 Gasket Pipe CL III (LF)	99919	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99919	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99919	1	0	0	1	ea	0.00	0.00
60" Gasket...	60 Gasket Pipe CL III (LF)	99922	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99922	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99922	1	0	0	1	ea	0.00	0.00

\$8,280.00

\$0.00

60" 72 ft

Remittances Made by Mail:

Wells Fargo Bank, N.A.

c/o Wells Fargo Business Credit

P.O. Box 202056

Dallas, TX 75320-2056

\$8,280.00

\$0.00

\$8,280.00

8755

11/10/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUDDIVISION
2014 DRAIN IMPROVEMENTS

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via Ship Date Due Date

11/10/2014 12/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60" Gasket...	60 Gasket Pipe CL III (LF)	99923	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99923	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99923	1	0	0	1	ea	0.00	0.00
60" Gasket...	60 Gasket Pipe CL III (LF)	99924	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99924	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99924	1	0	0	1	ea	0.00	0.00

\$5,520.00
\$0.00

60" 48 ft

Remittances Made by Mail:	
Wells Fargo Bank, N.A.	\$5,520.00
c/o Wells Fargo Business Credit	\$0.00
P.O. Box 202056	\$5,520.00
Dallas, TX 75320-2056	

8771

11/11/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via

Ship Date

Due Date

11/10/2014

12/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60" Gasket...	60 Gasket Pipe CL III (LF)	99930	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99930	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99930	1	0	0	1	ea	0.00	0.00
60" Gasket...	60 Gasket Pipe CL III (LF)	99951	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99951	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99951	1	0	0	1	ea	0.00	0.00
60" Gasket...	60 Gasket Pipe CL III (LF)	99952	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99952	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99952	1	0	0	1	ea	0.00	0.00
60" Gasket...	60 Gasket Pipe CL III (LF)	99954	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99954	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99954	1	0	0	1	ea	0.00	0.00

\$11,040.00

\$0.00

60" 96 ft

Remittances Made by Mail:

Wells Fargo Bank, N.A.

\$11,040.00

c/o Wells Fargo Business Credit

\$0.00

P.O. Box 202056

\$11,040.00

Dallas, TX 75320-2056

8772

11/11/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION

P.O. No.

Terms
10 OF NEXT MONTH
Ship Date 11/11/2014
Due Date 12/10/2014

Ship Via

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60" Gasket...	60 Gasket Pipe CL III (LF)	99946	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99946	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99946	1	0	0	1	ea	0.00	0.00
60" Gasket...	60 Gasket Pipe CL III (LF)	99947	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99947	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99947	1	0	0	1	ea	0.00	0.00
42" Gasket...	42 Gasket Pipe CL III (LF)	99955	40	0	0	40	ft	64.65	2,586.00
GASKET ...	GASKET 42" O-RINGS	99955	5	0	0	5	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99955	1	0	0	1	ea	0.00	0.00
42" Gasket...	42 Gasket Pipe CL III (LF)	99962	24	0	0	24	ft	64.65	1,551.60
36" Gasket...	36 Gasket Pipe CL III (LF)	99962	24	0	0	24	ft	48.00	1,152.00
GASKET ...	GASKET 42" O-RINGS	99962	3	0	0	3	ea	0.00	0.00
GASKET ...	GASKET 36" O-RINGS	99962	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99962	1	0	0	1	ea	0.00	0.00

\$10,809.60

\$0.00

60" 48 ft 42" 64 ft

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

\$10,809.60

\$0.00

\$10,809.60

8773

11/11/2014

RDH SITE & CONCRETE COMPANY
1201 E. MOORE RD. 89
PHARR, TX 78577

SEMINOLE VALLEY SUBDIVISION

P.O. No.

Terms

10 OF NEXT MONTH

Ship Via

Ship Date

Due Date

11/10/2014

12/10/2014

Item	Description	S.O. ...	Orde...	Prev. In...	Backo...	Invoic...	U/M	Rate	Amount
60" Gasket...	60 Gasket Pipe CL III (LF)	99933	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99933	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99933	1	0	0	1	ea	0.00	0.00
60" Gasket...	60 Gasket Pipe CL III (LF)	99934	24	0	0	24	ft	115.00	2,760.00
GASKET ...	GASKET 60" O-RINGS	99934	3	0	0	3	ea	0.00	0.00
SOAP LU...	SOAP LUB 3.5 GAL. BUCKET	99934	1	0	0	1	ea	0.00	0.00

\$5,520.00

\$0.00

60" 48 ft.

Remittances Made by Mail:

Wells Fargo Bank, N.A.

c/o Wells Fargo Business Credit

P.O. Box 202056

Dallas, TX 75320-2056

\$5,520.00

\$0.00

\$5,520.00

Diana Lee-

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DDD LITTLE

EDINBURG, TEXAS 78542

(956) 292-7080

FAX (956) 292-7089



GOOFREY GARZA, JR.
MANAGER

December 2, 2014

Lora Briones
Financial Officer

Re: Invoice

1.) RDH Site & Concrete, LLC

Invoice #Application for PMT#1 /\$220,448.45 / 11/22/14

The above referenced invoice has already been reviewed and certified by R. Gutierrez Engineering Corporation. The invoice is not for final payment, therefore it does not require my approval. If you should have any questions, please feel free to contact me.

Thank you,

J. Noe Saldivar, P.E.
Hydraulic Engineer

Date: 12/02/14 Time: 9:15 AM

Cc: Godfrey Garza Jr., CFM

JB 12-2-2014

Boo 12/16/14
AJ # 47775



**COVERSHEET
APPROVED-BOND INVOICES**

Submitted to Noe

DATE: 11/26/2014
Prepared By: Joey Garza *JG*

Vendor	Unit #	Invoice #	Invoice Date	Invoice Amount	Received By	Received Date	COMMENTS
R. GUTIERREZ ENGINEERING	PCT2 RURAL DRAINAGE DEVELOPMENT - SEMINOLE VALLEY SUBD AREA DRAINAGE IMPROVEMENTS	APPLICATION PMT#1	11/22/14	\$220,448.45	R. ARCE	11/26/14	<i>AS 12/02/14</i>
R. GUTIERREZ ENGINEERING	FM 495-TRENTON CROSSING ROAD FIELD CROSSING	3720	11/26/14	\$1,041.81	R. ARCE	11/26/14	<i>AS 12/02/14</i>
R. GUTIERREZ ENGINEERING	PCT 2 MISSION INLET CROSSING ON MCCOLL RD	3719	11/26/14	\$20,386.50	R. ARCE	11/26/14	<i>AS 12/02/14</i>

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE

EDINBURG, TEXAS 78542

(956) 292-7080

FAX (956) 292-7089



GODFREY GARZA, JR.
MANAGER

November 26, 2014

Lora Briones
Financial Officer

Re: Invoice

1.) Texas Cordia Construction, LLC

Invoice# Application #4 / \$ 9,117.00 / 11-07-2014

The above referenced invoice has already been reviewed and certified by Guzman & Munoz Engineering & Surveying Inc. The invoice is not for final payment, therefore it does not require my approval. If you should have any questions, please feel free to contact me.

Thank you,

J. Noe Saldivar, P.E.
Hydraulic Engineer

Date: 11/26/14 Time: 11:50 AM

Cc: Godfrey Garza Jr., CFM

JB 11/26/2014

BOD 12/16/14
AI# 47775



COVERSHEET
APPROVED-BOND INVOICES

Submitted to Noe

DATE: 11/25/2014

Prepared By: Joey Garza *JG*

Vendor	Unit #	Invoice #	Invoice Date	Invoice Amount	Received By	Received Date	COMMENTS
TEXAS CORDIA	PCT 4. CONTROL STRUCTURE	APPLICATION#4	11/07/14	\$9,117.00	JOEY GARZA	11/14/14	<i>JG</i> 11/24/14

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH OODLITTLE

EDINBURG, TEXAS 78542

(956) 292-7080

FAX (956) 292-7089



GODFREY GARZA, JR.
MANAGER

December 10, 2014

Lora Briones
Financial Officer

Re: Invoice

**1.) GP7 Construction, Inc.. FM 495 Drain-Trenton Road Field Crossing
Invoice# Application for Final Payment / \$8,857.63 / 09/12/14**

I have reviewed the invoice referenced above, and have no issues for payment based on the information, and complete percentages they are billing the Drainage District. If you should have any questions, please feel free to contact me.

Thank you,

J. Noe Saldivar, P.E.
Hydraulic Engineer

Date: 12/10/14 Time: 10:45 AM

Cc: Godfrey Garza Jr., CFM



**COVERSHEET
APPROVED-BOND INVOICES**

Submitted to Noe

DATE: 10/9/2014

Prepared By: Joey Garza *JG*

Vendor	Unit #	Invoice #	Invoice Date	Invoice Amount	Received By	Received Date	For Consent Agenda
GP7 CONSTRUCTION 176,156.50	PCT 2 RURAL DRAINAGE DEVELOPMENT	PMT#3	08/30/14	\$ 56,878.87 ^{54,978.87}	R. ARCE	10/06/14	10/20/14 Sergio Ask Asphalt Change <i>[Signature]</i> 10/22/14
GP7 CONSTRUCTION 176,156.50	PCT 2 RURAL DRAINAGE DEVELOPMENT	PMT#4	09/12/14	\$ 8,957.53 ^{8,857.53}	R. ARCE	10/06/14	<i>[Signature]</i> 12/10/14
GP7 CONSTRUCTION 176,156.50	PCT 2 RURAL DRAINAGE DEVELOPMENT	CHANGE ORDER NO.1	<i>JG</i>				

*only this one delivered on
12/10/2014*

AI -47825

8.

DRAINAGE DISTRICT

Meeting Date: 12/16/2014

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requests approval for budget amendment from District's General Fund in the amount of \$200,000.00 to fund Pct.2 Las Milpas Road Crossing South Floodwater Channel East of FM 907 (Alamo Road) Project.

B. Request approval for budget amendment from District's General Fund in the amount of \$229,500.00 to fund WA#15-Fema Mapping Activity Statement No. 3 for approximately 25.5 Miles from Agreement for Professional Engineering Services MDS Ph.2-Laterals Pct. 1&4. BOD 03-23-2004.

BACKGROUND

Bdgt 042-Las Milpas Crossing-New
Bdgt 043-Fema Mapping Stmt #3-New

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 04:57 PM
Final Approval	Monica Badillo	12/12/2014 07:12 PM
Form Started By: Claudette Guerrero		Started On: 12/12/2014 03:21 PM
Final Approval Date: 12/12/2014		

AI -47838

9.

DRAINAGE DISTRICT

Meeting Date: 12/16/2014

Submitted For: Yolanda Chapa

Submitted By: SANDRA DELEON,
COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

- A. Discussion and approval of the job description for the position of Assistant General Manager.
- B. Discussion and approval of salary for Assistant General Manager position
- C. Authorization to create Assistant General Manager position with appropriate slot number.
- D. Approval to authorize Financial Officer to identify and allocate appropriate funding
- E. Approval to revise salary schedule

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 05:34 PM
Final Approval	Monica Badillo	12/12/2014 07:12 PM
Form Started By: SANDRA DELEON		Started On: 12/12/2014 05:21 PM
Final Approval Date: 12/12/2014		

AI -47808

10.

DRAINAGE DISTRICT

Meeting Date: 12/16/2014

Submitted By: Edgar Jaramillo, TAX
OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation of 2014 Drainage District Tax Roll

BACKGROUND

Presentation of 2014 Drainage District Tax Roll

Fiscal Impact

Attachments

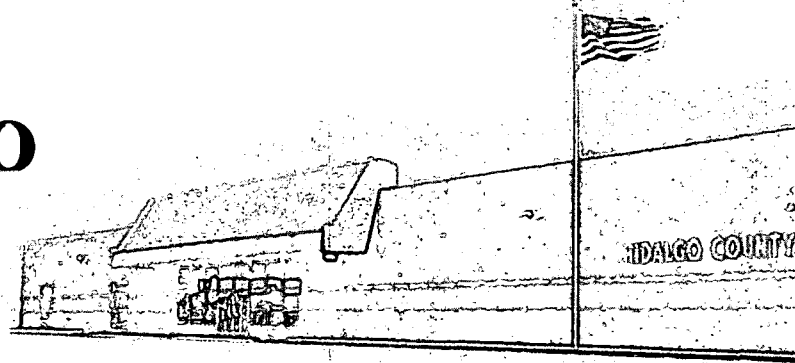
DR1 Tax Roll

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 09:42 AM
Final Approval	Monica Badillo	12/12/2014 07:12 PM
Form Started By: Edgar Jaramillo		Started On: 12/12/2014 09:14 AM
Final Approval Date: 12/12/2014		

Office of Tax Assessor - Collector
COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

October 30, 2014

Mr. Godfrey Garza
Drainage District #1
902 N. Doolittle Rd.
Edinburg, TX. 78539

Dear Mr. Garza,

Enclosed please find the 2014 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

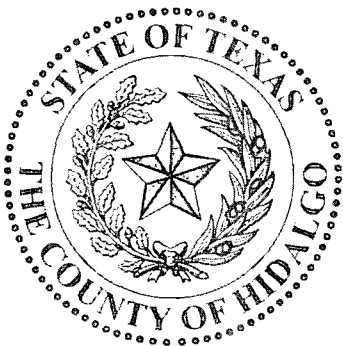
Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

Pablo (Paul) Villarreal Jr., PCC
Hidalgo County Tax Assessor-Collector

Xc: Hon. Ray Eufrazio,
Hidalgo County Auditor



Jurisdiction: **2 DRAINAGE DIST #1**

Total Parcels:	307,091	Tax Rate:	0.0957000		
Market Value:	35,223,180,090	State Hom:	0	Opt Hom:	0.0000000
		State O65:	0	Opt O65:	0
		Disabled:	0	Opt Disabled:	0

AG Exclusion Count:	16,390	AG Exclusion Amt:	2,602,412,309
Timber Exclusion Count:	0	Timber Exclusion Amt:	0
HS Capped Count:	17,972	HS Capped Amt:	127,475,367
Assessed Value:	32,493,292,414		

Exempt Count/Amt:	293	63,591,415	Pro Charitable Functions Count/Amt:	2	38,772
Pollution Control Count/Amt:	27	91,823,529	Pro Schools Count/Amt:	24	28,082,412
100% Exempt Vet Count/Amt:	1,163	109,009,015	Prorated-Excl Count/Amt:	2	154,208
Freeport Count/Amt:	144	399,123,109	Chdo Count/Amt:	8	9,752,606
Pro Non Profit Count/Amt:	76	13,472,551	Historical Site Count/Amt:	1	87,902
Prorated-Exxv Count/Amt:	7,904	3,917,324,279	Pro Misc Exempts Count/Amt:	29	30,889,258
Pro Youth Associations Count/Amt:	2	718,925	Charitable Org Count/Amt:	14	2,115,098
Hb366 Count/Amt:	114	39,076	Pro Charitable Org Count/Amt:	30	1,147,815

State Homestead Count:	115,896	State Homestead Amt:	0
Local Homestead Count:	0	Local Homestead Amt:	0
State Over 65 Count:	33,068	State Over 65 Amt:	0
Local Over 65 Count:	0	Local Over 65 Amt:	0
Surviving Spouse Count:	1,863	Surviving Spouse Amt:	0
Disabled Count:	7,112	Disabled Amt:	0
Total VET Count:	2,842	Total VET Amt:	28,878,379
*VET Surviving Spouse Count:	199	*VET Surviving Spouse Amt:	2,061,717
*Included in the Total VET Count/Amt			

Partial Exempt Values:	28,878,379		
Taxable Value:	27,797,044,065		
Total Levy Amt:	26,632,748.11		
Late Rendition Penalty Count:	7,573	Late Rendition Penalty Amt:	30,969.72
Frozen Account Count:	0		
Frozen Homesite Value:	0		
Frozen Taxable Value:	0		
Unfrozen Levy Amt:	0.00		
Frozen Levy Amt:	0.00		
Frozen Levy Loss Amt:	0.00		
Total Non-Exempt Parcel Count:	306,798		

ENTITY

DRAINAGE DIST #1 (DR1)

2014

JURISDICTION

2

EXEMPT VALUE (EXXV)	0	TOTAL PARCELS	307,091
AG EXCLUSION	2,602,412,309	TOTAL MARKET VALUE	35,223,180,090
HS CAPPED AMOUNT	127,475,367	TOTAL EXEMPT PROPERTY	- 7,426,136,025
ABATED AMOUNT	0	TAXABLE VALUE	= 27,797,044,065
FREEMPT VALUE	399,123,109	TAX RATE PER \$100	* 0.0957
HB366 VALUE	39,076	LEVY (Before Frozen Levy Loss)	= 26,601,771.17
POLLUTION VALUE	91,823,529	LEVY LOSS DUE TO FREEZE	- 0.00
HISTORICAL VALUE	87,902	LATE AG	+ 0.00
CHDO EXEMPTION	9,752,606	LATE RENDITION	+ 30,969.72
PRORATED EXXV	3,917,324,279	LEVY	= 26,632,740.89
PRO NON PROFIT	13,472,551	TOTAL LEVY (From TC501)	= 26,632,748.11
VETERAN FULL EXEMP OVER 65 HOMESTEAD EXEMPTION	109,009,015 0	VARIANCE	+/- -7.22
OVER 65 HOMESTEAD SURVIVING SPOUCE	0		
VETERAN EXEMPTIONS	28,878,379		
PRO YOUTH	718,925		
PRO CHARITABLE	38,772		
PRO SCHOOLS	28,082,412		
EXEMPT	63,591,415		
PRORATED EXXL	154,208		
PRO MISC EXEMPTS	30,889,258		
CHARITABLE ORG	2,115,098		
PRO CHARITABLE ORG	1,147,815		
TOTAL EXEMPT PROPERTY	7,426,136,025		

AI -47726

11. C.

DRAINAGE DISTRICT

Meeting Date: 12/16/2014

Submitted For: Sylvia Sanchez

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Monica Badillo

Final Approval Date: 12/12/2014

Reviewed By

Veronica Ortiz

Monica Badillo

Date

12/09/2014 01:28 PM

12/12/2014 07:12 PM

Started On: 12/09/2014

AI -47727

12. C.

DRAINAGE DISTRICT

Meeting Date: 12/16/2014

Submitted For: Sylvia Sanchez

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Monica Badillo

Final Approval Date: 12/12/2014

Reviewed By

Veronica Ortiz

Monica Badillo

Date

12/09/2014 01:28 PM

12/12/2014 07:12 PM

Started On: 12/09/2014