# AGENDA
# DRAINAGE DISTRICT
# BOARD OF DIRECTORS
# June 23, 2015
# 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.** **Prayer**

**3.** **Open Forum**

**4.** **Approval of Consent Agenda**

**5.** Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations

**6.** **AI -50195** Approval for Amendment To Interlocal Cooperative Agreement Between Hidalgo County Drainage District No. 1 and Hidalgo County as it relates to District Payroll Services for District Employees.

**7.** **AI -50164** A.) Requesting approval of Right of Entry Request from RODS Surveying, Inc. as it relates to TXDOT proposed realignment of Sharp Road at FM 1925 in Edinburg, TX. Lot 9 Block 92 7.57AC GR 7.32 AC Net.

B.) Requesting approval of Right of Entry Request from RODS Surveying Inc. as it relates to TXDOT proposed realignment of Sharp Road at FM 1925 in Edinburg, TX. Lot 9 Block 92 1.38AC.

**8.** **AI -50206** Requesting approval to accept Settlement Check No. 5312190 in the amount of $8,672.63 from TML Intergovernmental Risk Pool for mobile equipment damage claim.

**9.** **AI -50168** Requesting approval of the District's 2014/2015 Liability - Property Re-Rate Exposure summary with Texas Municipal League (TML) for General Liability, Errors and Omissions, Auto Liability, Physical Damage, Property Equipment Schedule and Workers Compensation.

**10.** **AI -50184** Request approval of an Agreement between the District and First Southwest, LLC for Continuing Disclosure Services. First Southwest will assist the District with continuing disclosure obligation to the investing public as set forth by the provisions of the Securities and Exchange Commission Rule 15c2-12. Contingent upon review from Legal.

**11.** **AI -50169** A.) Requesting approval to utilize the District's option to extend Service Contract No. HCDD1-14-013-06-30A "Hauling of Dirt with an Option to Load" for one (1) additional year under the same rates, terms and conditions.

B.) Requesting approval to utilize the District's option to extend Service Contract No. HCDD1-14-014-06-30B "Hauling Services - Cement Rip Rap" for one (1) additional year under the same rates, terms and conditions.

**12.** **AI -50158** A.) Requesting approval of Hidalgo County Drainage District No.1 Pipeline and Utility Permit Application Packet.

B.) Requesting approval of Hidalgo County Drainage District No. 1 Employee Performance Review Form.

C.) Discussion and approval of District's Construction Payment Guide and related exhibits to become part of District's procedural forms when processing construction payments.

**13.** **AI -50226** Request approval to issue manual payment on the following items: Application for Payment No. 4 in the amount of $11,700.00 from Texas Cordia Construction, LLC related to Construction Contract No. HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain. Project Engineer: DOS Logistics, Inc.

**14.** **AI -49917** Request approval to issue payment as a claim on the following items for professional services performed by Tedsi Infrastructure Group, LTD for Construction Ph.1, Inspection, Management and Review of Sub-Consultant Services for the J-09 Lateral Drain Revisions.

These services were provided outside of Scope "B" Services provided by Engineer from Agreement for Professional Engineering Services for the

Master Drain System Phase 2 Laterals Pct.1 & 4 approved by Board on March 23, 2004.

A) Invoice No. 20141953 in the amount of $15,037.26 for Service Period May 2014.
B) Invoice No. 20142003 in the amount of $7,346.58 for Service Period June 2014.
C) Invoice No. 20142046 in the amount of $31,474.40 for Service Period July 2014.
D) Invoice No. 20142088 in the amount of $8,320.00 for Service Period August 2014.
E) Invoice No. 20142122 in the amount of $8,320.00 for Service Period September 2014.
F) Invoice No. 20152313 in the amount of $1,214.40 for Service Period Oct-2014/Apr-2015.

**15.** **AI -49562** 2013 Bonds:
Request approval to issue payment as a claim on the following items for professional services performed by TEDSI Infrastructure Group, LTD for General Contract Management GLO Review - Right of Way Data Services for East Lateral Drain Project located in Pct.1.

(These services were provided outside of Scope B-Services provided by the engineer from Agreement for Professional Engineering Services for the Master Drain System Phase 2 Laterals Pct.1 & 4 approved by Board on March 23, 2004.)

A) Inv No. 20142109 in the amount of $8,551.18 for Service Period September 2014.
B) Inv No. 20142143 in the amount of $8,299.99 for Service Period October 2014.
C) Inv No. 20142202 in the amount of $4,366.26 for Service Period Nov/Dec 2014.
D) Inv No. 20152274 in the amount of $5,354.02 for Service Period Jan/Feb 2015.
E) Inv No. 20152304 in the amount of $ 737.23 for Service Period March 2015.

**16.** **AI -50177** **2013 BOND SERIES / RURAL DRAINAGE DEVELOPMENT**

A.) Requesting approval to advertise for RFB No. HCDD1-15-009-07-22A "Pct. 4 - Hoehn Road Area Drainage and Road Improvements".

B.) Requesting approval to advertise for RFB No. HCDD1-15-010-0722B " Pct. 4 - Tower Rd. & Mile 17 1/2 Area Drainage Improvements

Including Bandera Estates, Tower Heights and Four Queens Subdivisions".

**17.** **AI -50138** 2013 Bond Series Construction Payments:
A.) Application for Payment No. 2 in the amount of $79,268.22 from Rojas Construction & Paving related to Construction Contract No. HCDD1-14-011-04-029 Pct.4 North Seminary Drainage. Project Engineer: Quintanilla Headlley & Associates.

B.) Application for Payment No. 5 in the amount of $17,262.00 from Texas Cordia Construction , LLC. related to Construction Contract No. HCDD1-14-004-02-11 Pct.4 Edinburg Drain Stub Out to South Main Drain Project. Project Engineer: Guzman & Muñoz Engineering & Surveying Inc.

**18.** **AI -50176** 2013 Bond Series

A.) Requesting approval to rescind action taken by the Board of Directors on April 28, 2015; Agenda Item No. 49387 (J).

B.) Requesting approval of Work Authorization No. 6A in the amount of $322,499.65 with L&G Engineering as it relates to Schematic, Right of Way Map, Hydrologic Map and Right of Way Acquisition for La Joya Watershed Improvement Project.

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

**A.** **Real Estate Acquisition**

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

**20.** **Open Session:**

**A.** **Real Estate Acquisition**

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

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

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

**23.** **Adjourn**

**AI -50195** **6.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Norma Garcia

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

---

Information

CAPTION

Approval for Amendment To Interlocal Cooperative Agreement Between Hidalgo County Drainage District No. 1 and Hidalgo County as it relates to District Payroll Services for District Employees.

BACKGROUND

---

Fiscal Impact

Attachments

Amendment
Amendment revised
legal
legal

---

**Form Review**

| **Inbox** | **Reviewed By** | **Date** |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/18/2015 03:24 PM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |

Form Started By: Fred Zamarripa Started On: 06/18/2015 02:51 PM

Final Approval Date: 06/19/2015

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

## AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY

This AMENDMENT to the INTERLOCAL AGREEMENT is made this 23rd day of June, 2015 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "District") and HIDALGO COUNTY (the "County").

**WHEREAS**, District and County entered into an Inter-local Agreement dated January 17, 2006 (the "Agreement") whereby the County agreed to provide certain administrative and support services to District (the "Work");

**WHEREAS**, the District has determined the need for District Employee Payroll Service and Related Payroll Service;

**WHEREAS**, the County has the ability to provide Payroll Service through and related services to District.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and County hereby agree to the following amendment to the Agreement.

1. Subparagraph I shall be added to numbered Paragraph 1 of the Agreement to read as follows:

   1. The County shall provide the District Payroll Service for District Employees and related payroll service by means the County Treasurer's Office.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and District and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

Hidalgo County Drainage District No. 1

_____

Ramon Garcia, Chairman of the Board

Hidalgo County

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

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

BY: _____

**EXHIBIT “A”**

**INTERLOCAL COOPERATION AGREEMENT**

**SCHEDULE OF PAYMENTS**

The District agrees to pay County monthly and in advance:

1. For performing the duties set forth in numbered Paragraph 1 under this Agreement the sum of $25,000.00 annually ($2,083.33 monthly).

2. For providing Additional Services referred to in numbered Paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and District.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this the 17th day of January, 2006 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,** hereinafter referred to as "District", and **HIDALGO COUNTY**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, District currently utilizes the administrative services of County for expediency and efficiency;

**WHEREAS**, the parties hereto have determined it is beneficial to both parties to continue this relationship and that the compensation to County hereunder is reasonable for the services provided by County to District; and

**WHEREAS**, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. **Duties of County.** County agrees to perform the following services for District:

   A. County shall provide District upon request, availability of prior years accounting information and records.

   B. The County Treasurer shall provide District upon request, availability of prior years payroll information and records.

   C. The County Purchasing Department shall provide District upon request, buyer assistance, availability of prior years procurement services and equipment surplus services including but not limited to inventory and auction service information and records.

   D. The County shall provide Financial Budget Office support services and administrative component services including but not limited to prior years

Worker's Compensation, Risk and Safety and Health Insurance information and records.

E. The County shall assist the District if requested by the District, in preparation of documents including, but not limited to, resolutions, reports, agendas, and meeting notices as may be necessary for the District's Board of Directors to conduct the District's affairs.

F. The County shall make available Civil Service Commission for use by employees of the Drainage District.

G. Upon request of the District, the County shall obtain proposals for and evaluate and maintain in full force and effect, at the District's expense, health insurance coverage for the District.

H. The County's Information Technology (IT) personnel shall provide the District with computer services including but not limited to District's use of the County's computer system.

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

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

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

5. **Miscellaneous.**

A. This Agreement may be modified or amended only by agreement in writing executed by the District and County, and not otherwise.

B. This Agreement, including any exhibit attached hereto, constitutes the entire agreement and understanding between the parties hereto and

supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

C. Except as elsewhere provided herein, this Agreement is not assignable by either County or District, in whole or in part. Notwithstanding anything to the contrary herein, the District may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.

D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.

E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

F. County shall at all times be deemed an independent contractor with the District and this Agreement shall not be deemed to constitute the County as a partner or joint venture with District.

G. Nothing herein contained shall be construed as prohibiting County from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.

H. **Notice**. Addresses for all notices, requests, demands or other documents which may be required to be given or delivered in accordance with the Agreement are as follows:

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

**County:** Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

I. **Texas Law to Apply**. This Agreement shall be construed under and in

accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

J. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

K. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

L. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

M. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

**HIDALGO COUNTY, TEXAS**

APPROVED BY
COMMISSIONERS' COURT

ON: JAN 17 2006

Ramon Garcia, County Judge

**ATTEST**:

Eddy Trevino County Clerk

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

By: _____
Printed Name: Godfrey Garcia Jr
Title: Dist. Mgr.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

## EXHIBIT "A"

## INTERLOCAL COOPERATION AGREEMENT

## SCHEDULE OF PAYMENTS

The District agrees to pay County monthly and in advance:

1. For performing the duties set forth in numbered paragraph 1 under this Agreement the sum of $25,000.00 annually ($2,083.33 monthly).

2. For providing Additional Services referred to in numbered paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and District.

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY**

This AMENDMENT to the INTERLOCAL AGREEMENT is made this 23rd day of June, 2015 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "District") and HIDALGO COUNTY (the "County").

**WHEREAS**, District and County entered into an Inter-local Agreement dated January 17, 2006 (the "Agreement") whereby the County agreed to provide certain administrative and support services to District (the "Work");

**WHEREAS**, upon request by the District, the County may provide additional services upon such terms and conditions as may be mutually agreed to between District and County;

**WHEREAS**, the District has determined the need for District Employee Payroll Service and Related Payroll Services, and herein request these additional services be provided;

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and attached herein as Exhibit "A", District and County hereby agree to the following amendment to the Agreement.

1. Subparagraph (I) shall be added to numbered Paragraph 1 of the Agreement to read as follows:

   "I. The County shall provide the District Payroll Service for District Employees, and related payroll services by and through the Hidalgo County Treasurer's Office."

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and District and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

Hidalgo County Drainage District No. 1

_____
Raul Sesin, District General Manager

County of Hidalgo County

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

**EXHIBIT "A"**

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT**

**SCHEDULE OF PAYMENTS**

The District agrees to pay County monthly and in advance:

1. For performing the duties set forth in numbered Paragraph 1. I. under this Agreement the sum of $25,000.00 annually ($2,083.33 monthly).

**Zimbra** **monica.badillo@co.hidalgo.tx.us**

## CC agenda item AI-50194

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Jun 22, 2015 02:44 PM
**Subject :** CC agenda item AI-50194 1 attachment
**To :** 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
**Cc :** 'Valde Guerra' <valde.guerra@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Monica,

Please see attached revised amendment. Please let me know if you have any questions.

**Victor M. Garza**
*Assistant District Attorney*
Civil Division
**Office of the Criminal District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

**06-16-2015 Interlocal for Payroll Services. REVISED.docx**
15 KB

**Zimbra** **monica.badillo@co.hidalgo.tx.us**

## RE: CC agenda item AI-50194

**From :** Steve Crain <scrain@atlashall.com> Tue, Jun 23, 2015 07:39 AM
**Subject :** RE: CC agenda item AI-50194
**To :** 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

The amendment is OK.

---

**From:** Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
**Sent:** Monday, June 22, 2015 4:38 PM
**To:** Steve Crain
**Cc:** Valde Guerra
**Subject:** Re: CC agenda item AI-50194

Hi Steve,
The Treasurer's Office placed this on the agenda for tomorrow and asked the DA's to review. Can you review this and advise if acceptable or if any changes need to be made.

Thanks,

***Monica Salinas Badillo, Court Administrator***
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

---

**From:** "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
**To:** "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
**Cc:** "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
**Sent:** Monday, June 22, 2015 2:44:08 PM
**Subject:** CC agenda item AI-50194

Monica,

Please see attached revised amendment. Please let me know if you have any questions.

**Victor M. Garza**
*Assistant District Attorney*
Civil Division
**Office of the Criminal District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

**AI -50164** **7.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

A.) Requesting approval of Right of Entry Request from RODS Surveying, Inc. as it relates to TXDOT proposed realignment of Sharp Road at FM 1925 in Edinburg, TX. Lot 9 Block 92 7.57AC GR 7.32 AC Net.

B.) Requesting approval of Right of Entry Request from RODS Surveying Inc. as it relates to TXDOT proposed realignment of Sharp Road at FM 1925 in Edinburg, TX. Lot 9 Block 92 1.38AC.

BACKGROUND

---

Fiscal Impact

Attachments

ROE Ref 241409
ROE Ref 241410

---

**Form Review**

| **Inbox** | **Reviewed By** | **Date** |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/18/2015 11:59 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |
| Form Started By: Jaime Salazar | | Started On: 06/17/2015 04:24 PM |
| Final Approval Date: 06/19/2015 | | |

RODS **Surveying, Inc.**

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JUN 08 2015
10:00 AM / PM
BY: Rosa Arce

June 3, 2015

Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78542-7470

Right of Entry Request
Reference No. 241409

Dear Property Owner:

The Texas Department of Transportation (TxDOT) is proceeding with project development for the proposed realignment of Sharp Road at F.M. 1925 in Edinburg, Texas. TxDOT has contracted with RODS Surveying, Inc. to locate property lines and improvements within the vicinity of the proposed alignment. At this time we are requesting permission for representatives of RODS Surveying, Inc. to periodically enter your property described by the County Appraisal District records as Brusline **MO-TEX N220'-S989.87' LOT 9 BLOCK 92 7.57 AC GR 7.32 AC NET** for this purpose. Please be assured that the property will be left as found, that entry into your property will be minimal, and that any concerns or special instructions you may have regarding entry will be adhered to completely.

At your earliest convenience, please provide the information requested in the spaces provided and return this letter in the self-addressed, stamped envelope provided. A second copy of this letter is included for your records. Any questions concerning this matter may be directed to Mr. David Kenney, RPLS at 1-281-257-4020. Your assistance is greatly appreciated.

---

I hereby grant permission for representatives of RODS Surveying, Inc. to enter my property for the purposes outlined above.

_____ _____

Name (Please Print) Telephone Number

_____ _____

Signature Date

**Please describe below any special concerns or instructions regarding entering or leaving the property.**

_____

_____

# Hidalgo CAD - Map of Property ID 241409 for Year 2015




## Property Details

**Account**

Property ID: 241409
Geo ID: M5500-00-092-0009-03
Type: Real
Legal Description: MO-TEX N220'- S989.87' LOT 9 BLK 92 7.57 AC GR 7.32 AC NET

**Location**

Situs Address: BRUSHLINE
Neighborhood: MO-TEX
Mapsco:
Jurisdictions: SST, DR1, JCC, GHD, SEB, WDL, CAD, FD3, R15, HCTR2

**Owner**

Owner Name: HIDALGO COUNTY DRAINAGE DISTRICT No 1
Mailing Address: , 902 N DOOLITTLE RD, , EDINBURG, TX 78542-7470

**Property**

Appraised Value: $51240

http://propaccess.hidalgoad.org/Map/View/Map/1/241409/2015

powered by: PropertyACCESS (LPS) www.trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Hidalgo County Appraisal District expressly disclaims any and all liability in connection herewith.

RODS Surveying, Inc.

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JUN 08 2015
10:00 AM / PM
BY: Rosa Arce

June 3, 2015

Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78542-7470

Right of Entry Request
Reference No. 241410

Dear Property Owner:

The Texas Department of Transportation (TxDOT) is proceeding with project development for the proposed realignment of Sharp Road at F.M. 1925 in Edinburg, Texas. TxDOT has contracted with RODS Surveying, Inc. to locate property lines and improvements within the vicinity of the proposed alignment. At this time we are requesting permission for representatives of RODS Surveying, Inc. to periodically enter your property described by the County Appraisal District records as Brusline **MO-TEX S40'-N590.13' LOT 9 BLOCK 92 1.38AC** for this purpose. Please be assured that the property will be left as found, that entry into your property will be minimal, and that any concerns or special instructions you may have regarding entry will be adhered to completely.

At your earliest convenience, please provide the information requested in the spaces provided and return this letter in the self-addressed, stamped envelope provided. A second copy of this letter is included for your records. Any questions concerning this matter may be directed to Mr. David Kenney, RPLS at 1-281-257-4020. Your assistance is greatly appreciated.

---

I hereby grant permission for representatives of RODS Surveying, Inc. to enter my property for the purposes outlined above.

_____ _____

Name (Please Print) Telephone Number

_____ _____

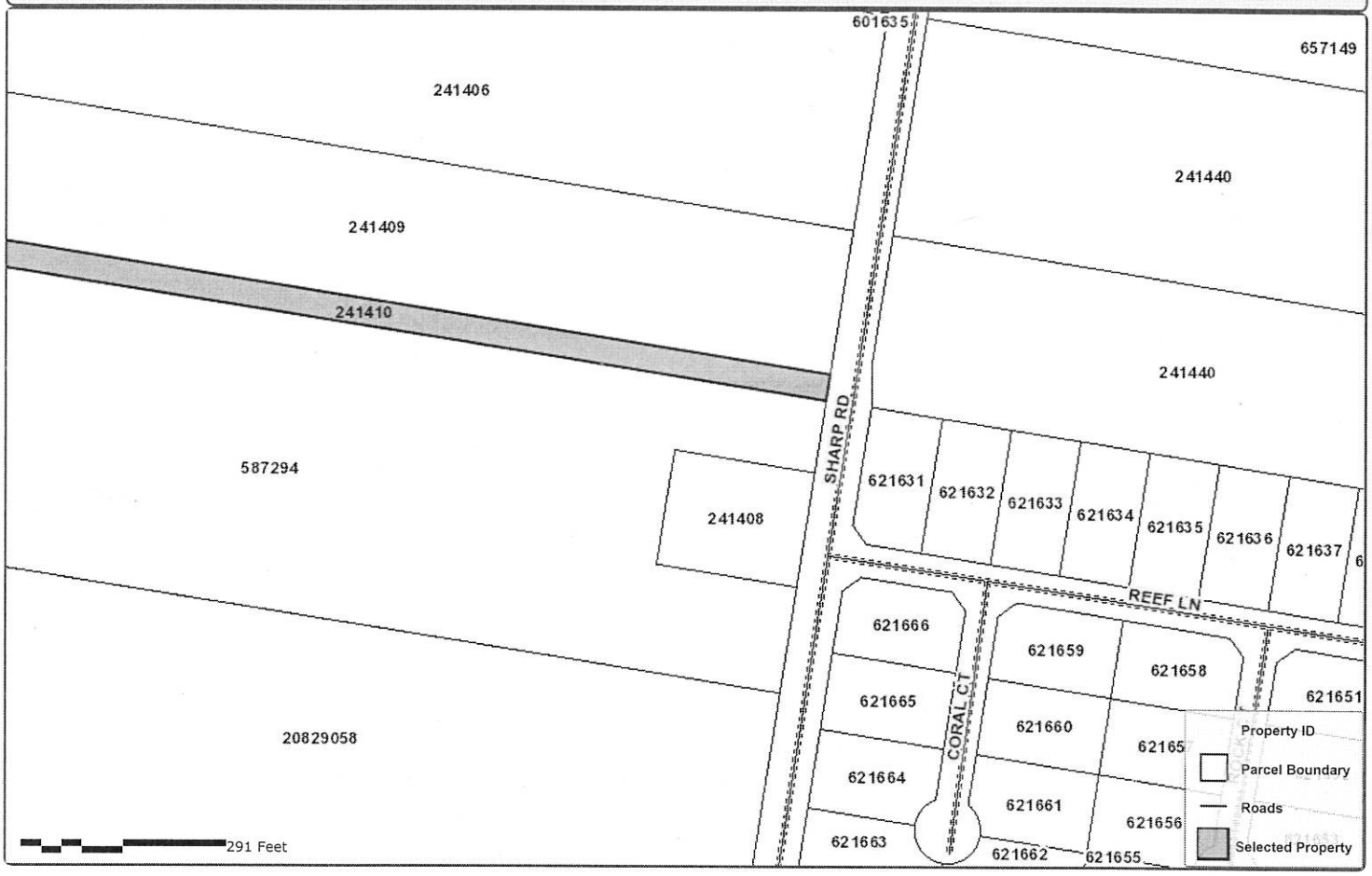
Signature Date

**Please describe below any special concerns or instructions regarding entering or leaving the property.**

_____

_____

# Hidalgo CAD - Map of Property ID 241410 for Year 2015




## Property Details

**Account**

Property ID: 241410
Geo ID: M5500-00-092-0009-05
Type: Real
Legal Description: MO-TEX S40'-N590.13' LOT 9 BLK 92 1.38 AC

**Location**

Situs Address: BRUSHLINE RD TX
Neighborhood: MO-TEX
Mapsco:
Jurisdictions: CAD, WDL, FD3, R15, HCTR2, SEB, DR1, JCC, SST, GHD

**Owner**

Owner Name: HIDALGO CO DRAIN DIST #1
Mailing Address: , 902 N DOOLITTLE RD, , EDINBURG, TX 78542-7470

**Property**

Appraised Value: $37148

http://propaccess.hidalgoad.org/Map/View/Map/1/241410/2015

powered by: PropertyACCESS (LPS) www.trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Hidalgo County Appraisal District expressly disclaims any and all liability in connection herewith.

**AI -50206** **8.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

Requesting approval to accept Settlement Check No. 5312190 in the amount of $8,672.63 from TML Intergovernmental Risk Pool for mobile equipment damage claim.

BACKGROUND

---

Fiscal Impact

Attachments

TML Check

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/18/2015 06:05 PM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |
| Form Started By: Jaime Salazar | | Started On: 06/18/2015 05:24 PM |
| Final Approval Date: 06/19/2015 | | |

DO NOT ACCEPT UNLESS IT CONTAINS A BLUE TO GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WATERMARK.

TML
INTERGOVERNMENTAL RISK POOL

*Texas Municipal League*
*Intergovernmental Risk Pool*
*Joint Self Insurance Fund*
*1821 Rutherford Lane*
*Austin, TX 78754 (512) 491-2300*

FROST BANK
Parkdale

30-91/1140 59

| Date | Number |
|---|---|
| 06/12/15 | 5312190 |

PR0000000013072

Amount

Pay *Eight Thousand Six Hundred And Seventy Two And 63/100 US Dollars* * * *

TML
INTERGOVERNMENTAL RISK POOL
Workers' Compensation • Property • Liability

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JUN 15 2015
1100 AM / PM
BY: Rosa Lee

Jun 12, 2015

Lora Briones
Hidalgo County Drainage District #1
902 N Doolittle Rd
Edinburg, TX 78539-8670

RE: Fund Member : Hidalgo County Drainage District #1
Date of Loss : Apr 20, 2015 (Vandalism damage to 1999 CAT excavator)
TMLIRP Claim No : PR0000000013072

Dear Ms Briones:

Attached please find TMLIRP's check in the amount of $8,672.63 ($9,672.63 less $1,000.00 Deductible), as the settlement for the above-referenced mobile equipment damage claim. Hidalgo County Drainage District #1 has Real and Personal Property Coverage with the Replacement Cost Option. I have enclosed the Proof of Loss form. Please sign, date and return the form.

Sincerely,

Randy Marksbury
Claims Specialist
Texas Municipal League Intergovernmental Risk Pool

# SWORN STATEMENT IN PROOF OF LOSS

$ _____
AMOUNT OF COVERAGE AT TIME OF LOSS

9368
CONTRACT NUMBER

Jul 11, 2014
COVERAGE EFFECTIVE DATE

PR0000000013072
TML CLAIM NUMBER

Jul 11, 2015
COVERAGE EXPIRATION DATE

To the Texas Municipal League Intergovernmental Risk Pool of Austin, Texas.

At time of loss, the TMLIRP provided self-insurance coverage through the Interlocal Agreement to: Hidalgo County Drainage District #1 against loss by theft and vandalism to the property described according to the terms and conditions of said contract and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A theft/vandalism loss occurred about the hour of o'clock m. on the 20th day of April, 2015. The cause and origin of the said loss were: unknown persons vandalized the members 1999 CAT excavator

2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: _____

3. **Title and Interest:** At the time of the loss, the interest of your member in the property described therein was 100%. No other person or persons had any interest therein or encumbrance thereon, except: none

4. **Changes:** Since the said contract was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: none

5. **Total Insurance:** The total amount of coverage upon the property described by this contract was, at the time of the loss $ RC as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

| | | |
|---|---|---|
| 6. | **The Whole Loss and Damage** | $ 9,672.63 |
| 7. | **The Actual Cash Value Of Claim** | $ |
| 8. | **Recoverable Depreciation pending repairs** | $ |
| | **Less Amount of Deductible** | $ 1,000.00 |
| 9. | **The Amount Claimed** under the above numbered contract is | $ 8,672.63 |

The said loss did not originate by any act, design or procurement on the part of your member, or this affiant; nothing has been done by or with the privity or consent of your member or this affiant, to violate the conditions of the contract, or render it void; no articles are mentioned herein or in annexed schedule but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said TMLIRP, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above self-insurance fund is not a waiver of any of its rights.

State of _____ _____

County of _____ Authorized Representative of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

ME Ded. 1,000

Weslaco - Machine Division
725 E US HIGHWAY 83
WESLACO, TX 78596

**HIDALGO COUNTY DRAINAGE**
902 N DOOLITTLE RD
EDINBURG, TX 78541-8670

| CUSTOMER NO. | CONTACT | PHONE NO. | FAX NO. | WORK ORDER NO. |
|---|---|---|---|---|
| 0562700 | GUADALUPE BETAN | 956 292 7080 | | |
| **QUOTE NO.** | **P.O. NO.** | **DATE** | **EMAIL** | |
| 77210 | | 5/1/2015 1:31:12 PM | guadalupe.betancourt@hcdd1.org | |
| **MAKE** | **MODEL** | **SERIAL NO.** | **UNIT NO.** | **Hour** |
| AA | 322B | 01YS01054 | EX-21 | 13820 |
| **NOTES** | | | | |
| | | | | |

**SEGMENT: 01** TROUBLESHOOT (035 )
NOTES:
Troubleshoot to get machine turned on for transport

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 4 | Troubleshoot Labor field service call | 130.00 | 520.00 |
| | | | **Total Labor:** | 520.00 |

**Segment 01 Total :** 520.00

---

**SEGMENT: 02** TROUBLESHOOT MACHINE (035 7000 )
NOTES:

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 8 | Troubleshoot all vandalism issues in shop | 115.00 | 920.00 |
| | | | **Total Labor:** | 920.00 |

**Segment 02 Total :** 920.00

---

**SEGMENT: 03** REMOVE AND INSTALL HOSES & LINES (010 7554 )
NOTES:
Exposed lines from body to boom leaking

**Parts**

| Part No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Parts | 1,280.48 | 1,280.48 |
| | | | **TotalParts:** | 1,280.48 — NC |

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 6 | Remove and install hoses | 130.00 | 780.00 |
| | | | **Total Labor:** | 780.00 NC |

**Segment 03 Total :** 2,060.48

---

**SEGMENT: 04** REPLACE WIRING HARNESS (510 1408 )
NOTES:
Harness to monitor and lights
inside cab was cut off

**Parts**

| Part No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Parts | 573.92 | 573.92 |
| | | | **TotalParts:** | 573.92 |

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 10 | Replace harness | 115.00 | 1,150.00 |
| | | | **Total Labor:** | 1,150.00 |

**Segment 04 Total :** 1,723.92

---

**SEGMENT: 05** REPLACE RADIO (510 7338 )
NOTES:
Harness cut off and radio missing

**Parts**

| Part No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Parts | 338.80 | 338.80 |
| | | | **TotalParts:** | 338.80 |

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Replace Radio | 115.00 | 115.00 |
| | | | **Total Labor:** | 115.00 |

**Segment 05 Total :** 453.80

---

**SEGMENT: 06** REPLACE (510 )
NOTES:
Monitor missing and console ripped off

**Parts**

| Part No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Parts | 1,688.64 | 1,688.64 |
| | | | **TotalParts:** | 1,688.64 |

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 3 | Replace monitor | 115.00 | 345.00 |
| | | | **Total Labor:** | 345.00 |

**Segment 06 Total :** 2,033.64

---

**SEGMENT: 07** INSTALL DOOR (012 7308 )
NOTES:
Doors missing and need to be replaced

**Parts**

| Part No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Parts | 2,995.02 | 2,995.02 |
| | | | **TotalParts:** | 2,995.02 |

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 3 | Install doors | 115.00 | 345.00 |
| | | | **Total Labor:** | 345.00 |

**Segment 07 Total :** 3,340.02

---

**SEGMENT: 08** REPAIR MUFFLER (023 1062 )
NOTES:
Muffler leaking due to drain has big hole and exhaust is escaping

**Parts**

| Part No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Parts | 956.51 | 956.51 |
| | | | **TotalParts:** | 956.51 |

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 4 | Replace muffler | 115.00 | 460.00 |
| | | | **Total Labor:** | 460.00 |

**Segment 08 Total :** 1,416.51

---

**SEGMENT: 09** REPLACE LIGHTS (510 1429 )
NOTES:
Lights are missing and need to be replaced

**Parts**

| Part No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Parts | 343.00 | 343.00 |
| | | | **TotalParts:** | 343.00 |

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 2 | Install lights | 115.00 | 230.00 |
| | | | **Total Labor:** | 230.00 |

**Segment 09 Total :** 573.00 - NC

---

**SEGMENT: 10** PERFORM MAINT ON PM-6 6000 ELC (041 9776 )
NOTES:
Caps were off and recomend a PM as preventative measures

**Parts**

| Part No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Parts | 648.00 | 648.00 |
| | | | **TotalParts:** | 648.00 |

**Labor**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Labor for PM 6 | 666.00 | 666.00 |
| | | | **Total Labor:** | 666.00 |

**Misc**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Misc, fluids | 1,228.00 | 1,228.00 |
| | | | **Total Misc:** | 1,228.00 NC

| | |
|---|---|
| **Segment 10 Total :** | 2,542.00 |

**SEGMENT: 98** TRANSPORT MACHINE (052 7000 )
NOTES:
$285 ea way

**Misc**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | Transport | 570.00 | 570.00 |
| | | | **Total Misc:** | 570.00 |

| | |
|---|---|
| **Segment 98 Total :** | 570.00 |

**SEGMENT: 99** TRAVEL TO & FROM MACHINE (056 7000 )
NOTES:

**Misc**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| | 1 | travel | 111.25 | 111.25 |
| | | | **Total Misc:** | 111.25 |

| | |
|---|---|
| **Segment 99 Total :** | 111.25 |
| **Total Segments:** | 16,264.62 |
| **Sub Total (before taxes)** | 16,264.62 |

- QUOTE EXPIRES IN 30 DAYS
- THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Item replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.

Would you like your parts held? Yes _____ NO _____.

*ESTIMATED REPAIR TIME:_____ from start date*
*"The Signature is an authorization to proceed with the required repair work as described within the quote".*

*Issued PO#_____, Authorized Name_____ Please Print.*

*Date_____/_____/_____.* _____
Signature

Any Questions? Please Call Felix Salazar at .

**AI -50168** **9.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

Requesting approval of the District's 2014/2015 Liability - Property Re-Rate Exposure summary with Texas Municipal League (TML) for General Liability, Errors and Omissions, Auto Liability, Physical Damage, Property Equipment Schedule and Workers Compensation.

BACKGROUND

---

Fiscal Impact

Attachments

TML Rerate

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/18/2015 11:59 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |
| Form Started By: Jaime Salazar | | Started On: 06/17/2015 05:09 PM |
| Final Approval Date: 06/19/2015 | | |

TML
INTERGOVERNMENTAL RISK POOL

Workers' Compensation • Property • Liability

April 16, 2015

To: TML Intergovernmental Risk Pool Liability/Property Fund Members

From: TML Intergovernmental Risk Pool Underwriting Department

RE: 2014/2015 Liability/Property Rerate Exposure Summary

Please complete and return the enclosed Rerate Exposure Summary and schedules within the next 30 days. This will enable the Texas Municipal League Intergovernmental Risk Pool (the Pool) to process your 2014/2015 rerate declarations and schedules in a timely manner.

Answers to "Frequently Asked Questions" about the exposure summary may be found on the Pool's website at www.tmlirp.org/rres.

The schedules included with the Rerate Exposure Summary reflect additions and deletions processed prior to the date your schedules were printed. Changes you reported to the Pool after the schedules were printed are not included on the schedules. Please include such changes on the applicable schedule or the schedule addendum page. As an option, the Pool can also provide your schedules in an Excel format via email. Please contact your Underwriter if you would like to receive this option.

The designated Fund Contact and a person authorized to commit the Member (examples: Mayor, City Manager, President, Executive Director) must review and sign where indicated on the first page of the Rerate Exposure Summary. Please return all pages of the Rerate Exposure Summary.

Thank you for your continued membership in the Pool's Liability and Property Fund. Please direct any questions to your Member Services Manager or Underwriter as noted on the first page of the Rerate Exposure Summary.

TML
INTERGOVERNMENTAL RISK POOL
P.O. Box 149194
Austin, Texas 78714-9194
(800) 537-6655 PH/ (512) 491-2404 FAX

# 2014/2015 FUND YEAR
# LIABILITY – PROPERTY RERATE EXPOSURE SUMMARY

Please complete the enclosed Exposure Summary and Decision Forms, keep a copy for your records and return the original to the Texas Municipal League Intergovernmental Risk Pool Underwriting Department in the enclosed self-addressed envelope.

For assistance, contact your Member Services Manager, Luis Valdez, at (956) 245-0228, or your Underwriter, Curley Citizen, at (800)537-6655 ext. 471. Answers to frequently asked questions may be found on the Pool's website at www.tmlirp.org/RRES.

**Include a copy of your most recently approved budget if you have not already submitted one this year.**

## ENTITY INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| Name: | Hidalgo County Drainage District #1 | | | ID: | 9368 |
| Mailing Address: | 902 N. Doolittle Rd. Edinburg, TX 78539-8670 | | | | |
| Physical Address: | | | | | |
| Telephone Number: | (956) 292 - 7080 | Fax Number: | (956) 292 - 7080 | | |
| Office Hours: | | Population: | | County: | Hidalgo |

## FUND CONTACT INFORMATION

I have reviewed the attached Liability-Property Exposure Summary and approve of the limits, deductibles, and indicated changes made to reflect updated exposures. I understand that we may not have coverage for unreported operations, exposures, or property.

Liability/Property Fund Contact Name: Ms. Lora Briones

Fund Contact Title: Financial Officer

Fund Contact E-mail Address: lora.briones@hcdd1.org

Fund Contact Signature _____ Date _____

Signature of Person Authorized to Commit the Member _____ Title _____
(Ex. Fund Contact, if authorized to commit Member, or Mayor, City Manager, City Secretary)

## NON-PROFIT CORPORATIONS

Entity Name: _____ Entity ID: _____

Listed below are your non-profit corporations currently covered by TMLIRP.

**Forward a copy of the most recently approved budget for each organization listed below:**

## NON-PROFIT CORPORATIONS

Entity Name: Hidalgo County Drainage District #1 Entity ID: 9368

Complete this page **only if you wish to add** liability coverage for any non-profit corporation (community development corporations, etc.) sponsored by your entity and not currently covered by TMLIRP.

### NON-PROFIT CORPORATIONS

Complete a separate form for each corporation and return, along with copies of the corporation's budget, charter, by-laws, and articles of incorporation. Make additional copies of this page if necessary.

Name of Non-profit Corporation: _____

Briefly describe the purpose of the corporation: _____

_____

_____

Estimated Annual Expenditures: $ _____ (Include non-profit corporation's budget.)

| | Yes | No |
|---|---|---|
| Was the corporation created or endorsed by resolution? (Include copy of the resolution.) | ☐ | ☐ |
| Does your government accept responsibility on behalf of the corporation for cooperation as required by the Pool's Interlocal Agreement and coverage documents? | ☐ | ☐ |
| Do you either appoint individuals to the corporation's board of directors or have members of your governing board serving on the corporation board with voting rights? | ☐ | ☐ |
| Does your entity accept responsibility for seeing that financial reporting for the corporation is provided to the Pool? | ☐ | ☐ |
| Does the corporation meet all requirements of the Texas Non-profit Corporation Act, including reversion of assets to your entity or one that will carry out the same purpose upon dissolution of the corporation? | ☐ | ☐ |
| Does the corporation participate in any joint ventures or partnerships? | ☐ | ☐ |

## AUTOMOBILE COVERAGE

Entity Name: Hidalgo County Drainage District #1 Entity ID: 9368

If you have covered vehicles, a copy of your current schedule follows. Draw a line through any vehicles you wish to delete and add any newly acquired vehicles on the schedule addendum.

**Automobile Liability – Hired/Non-Owned Auto Coverage (included)**

Number of Budgeted Full-Time Positions: _____

Do you enlist the services of a temporary employment agency? Yes _____ No _____
If yes, please provide a copy of the employment contract.

**Automobile Physical Damage – Newly Acquired Vehicles**

| Current Fund Year Auto Physical Damage | | Upcoming Fund Year Auto Physical Damage | |
|---|---|---|---|
| | | _____ | No Change |
| _____ | No Coverage | _____ | No Coverage |
| _____ | Fleet Automatic | _____ | Fleet Automatic |
| XX | Designated Types | _____ | Designated Types |

**Fleet Automatic** means all autos acquired throughout the year will be covered automatically. To qualify for this option, all your scheduled autos must carry Auto Physical Damage.

**Designated Types** means autos of the designated types acquired throughout the year are covered automatically (Examples: Vehicles valued greater than $10,000; or vehicles newer than 2007). This option is available only if you carry Auto Physical Damage coverage on all currently scheduled autos of the designated types. You will need to specifically request coverage for vehicles outside the designated types.

**Automobile Section – Other Operators**

Please list any scheduled automobiles that are leased or furnished to outside organizations or persons other than employees, officials, or volunteers. Include a copy of any written agreement regarding the use of these automobiles.

| YEAR | MAKE & MODEL | VIN | DEPT. | VALUE | OPERATOR (Person or Organization) |
|---|---|---|---|---|---|
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |
| | | | | $ | |

# Rerate Exposure Summary Liability Schedule

TML INTERGOVERNMENTAL RISK POOL

Member Name : Hidalgo County Drainage District #1
Member ID : 9368
Contract Type / ID : Liability / 13 7-11-15 to 7-11-16
Liability Territory : 007
Population : 0

| Class Code | Classification Description | Current Reported Exposure | Projected Exposure |
|---|---|---|---|
| **Coverage: 20 General Liability 07-11-15 to 07-11-16** | | | |
| 96702 | Irrigation/Drainage System Construction<br>Rating Basis : Payroll excluding clerical | 2,572,068 | _____ |
| 10117 | Boats-Rented to Others<br>Rating Basis : Total revenue | | _____ |
| 40030 | Emergency Medical Technicians<br>Rating Basis : Total number of trips involving treatment/transport | | _____ |
| 40072 | Beaches-No Sales by Entity<br>Rating Basis : Number of beaches | | _____ |
| 40115 | Watercraft under 27 feet<br>Rating Basis : Number of watercraft | | _____ |
| 40115A | Watercraft 27 feet and greater<br>Rating Basis : Number of watercrafts | | _____ |
| 40117A | Boats-Not for Hire<br>Rating Basis : Total boats not for hire | | _____ |
| 41700 | Dams<br>Rating Basis : Total number of acre feet capacity | | _____ |
| 43550 | Fire Prevention/Emergency Services Districts<br>Rating Basis : Substitute Payroll for Firefighters & EMTs without Ambulance Serv | | _____ |
| 43627A | Fireworks-Performed by Member (Primary)<br>Rating Basis : Number of event days | | _____ |
| 43627B | Fireworks-Performed by Contractor (Sponsor Only)<br>Rating Basis : Number of event days | | _____ |
| 44070 | Golf Courses<br>Rating Basis : Total sales and/or revenue | | _____ |
| 44428 | Health Care Facility-Not for Profit<br>Rating Basis : Total square feet | | _____ |
| 44428P | Health Care Facility-Not for Profit-Medical Services<br>Rating Basis : Total number of treatments | | _____ |
| 47366 | Sales/Service Organizations<br>Rating Basis : Payroll | | _____ |
| 48039 | Sewers<br>Rating Basis : Number of miles of owned sewer lines | | _____ |
| 48727 | Streets & Roads-Existence Hazard<br>Rating Basis : Total number of miles | | _____ |
| 48925 | Swimming Pools<br>Rating Basis : Number of swimming pools | | _____ |

## Rerate Exposure Summary Liability Schedule




Member Name : Hidalgo County Drainage District #1
Member ID : 9368
Contract Type / ID : Liability / 13 7-11-15 to 7-11-16
Liability Territory : 007
Population : 0

| Class Code | Classification Description | Current Reported Exposure | Projected Exposure |
|---|---|---|---|
| 49292 | Toll Bridges<br>Rating Basis : Number of annual crossings | | |
| 61211 | Building or Premises-Lessor's Risk Only<br>Rating Basis : Total square feet | | |
| 61215 | Buildings/Offices<br>Rating Basis : Total square feet | | |
| 91210 | Blasting<br>Rating Basis : Payroll | | |
| 91580 | Contractors Executive Supervisors<br>Rating Basis : Payroll | | |
| 92445 | Electric Utility<br>Rating Basis : Payroll excluding clerical | | |
| 95305 | Gas Utility<br>Rating Basis : Payroll excluding clerical | | |
| 96317 | Appraisal Districts-Outside Appraisers & Inspectors<br>Rating Basis : Payroll | | |
| 96703 | Irrigation Works Operations<br>Rating Basis : Payroll excluding clerical | | |
| 97047 | Landscape Gardening<br>Rating Basis : Payroll | | |
| 98810 | Sewage Treatment Plant<br>Rating Basis : Payroll excluding clerical | | |
| 98820 | Sewer Main/Connection Construction<br>Rating Basis : Payroll excluding clerical | | |
| 99943 | Waterworks<br>Rating Basis : Payroll excluding clerical | | |
| 99946 | Water Main/Connection Construction<br>Rating Basis : Payroll excluding clerical | | |
| SP45522 | Lakes-Public Use<br>Rating Basis : Number of lakes | | |
| SP99905 | Off-road Recreational Facilities<br>Rating Basis : Number of Off-road recreational facilities | | |
| SP99999A | Special Events-(Primary Coverage)<br>Rating Basis : Number of events | | |
| SP99999B | Special Events-(Sponsored Only)<br>Rating Basis : Number of events | | |

**Coverage: 22 Errors & Omissions Liability 07-11-15 to 07-11-16**

## Rerate Exposure Summary Liability Schedule

TML INTERGOVERNMENTAL RISK POOL

Member Name : Hidalgo County Drainage District #1
Member ID : 9368
Contract Type / ID : Liability / 13 7-11-15 to 7-11-16
Liability Territory : 007
Population : 0

| Class Code | Classification Description | Current Reported Exposure | Projected Exposure |
|---|---|---|---|
| 00024 | E&O Liability-Employee Rated Water Related Dist. Only<br>Rating Basis : Total number of budgeted full-time positions or equivalent | 119 | _____ |
| 00026 | E&O Liability-Employee Rated Transit Authority<br>Rating Basis : Total number of budgeted full-time positions or equivalent | | _____ |

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
As of 7-11-15



Entity ID . . . . . 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 13 7-11-15 to 7-11-16

Contributions shown on the Declarations of Coverage for your Automobile Coverages are based on the following schedule of vehicles, classifications, deductibles, limits and reported physical damage values. There is no physical damage coverage for any vehicle where the APD Code shows No APD. Any changes or corrections may require adjustment to the contribution. Auto Catastrophe and Uninsured/Underinsured coverages apply only to vehicles for which "Yes" is shown under Auto Cat and UM/UIM columns.

APD Code : ACV = Actual Cash Value, AV = Agreed Value (Per Endorsement EL214), OCN = Original Cost New, No APD = No Auto Physical Damage

Ded. Code : A = Combined APD (Collision and Comprehensive), B = Comprehensive only Deductible, C = Collision only Deductible, D = Specified Causes of Loss Deductible

Emergency Use: Indicates vehicle is equipped with emergency lighting

| ID | Year Make | Model Type | VIN Class | Department Secondary ID | APD Code | Ded. Code | Auto Cat. | Med Pay UM/UIM | Emer. Use | Leased | Ter. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1950 Unknown | Unknown Trailer-Dump | 9152 68499 | Water | No APD | | | Yes | | | 57 |
| 2 | 1950 GMC | Unknown Trailer-Spray Tank | 98B5 68499 | Water | No APD | | | Yes | | | 57 |
| 5 | 2004 Ford | F250 3/4T Pickup | 2723 01499 | Water Unit 12 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 6 | 1996 Ford | F150 1/2T Pickup | 8990 01499 | Water Unit 25 | No APD | | | 25,000 Yes | | | 57 |
| 8 | 1992 Ford | F150 1/2T Pickup | 4269 01499 | Water Unit 19 | No APD | | | 25,000 Yes | | | 57 |
| 9 | 1996 Ford | F150 1/2T Pickup | 8989 01499 | Water Unit 32 | No APD | | | 25,000 Yes | | | 57 |
| 10 | 1990 Ford | F150 1/2T Pickup | 5584 01499 | Water Unit 15 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 11 | 2002 Ford | F250 3/4T Pickup | 7270 01499 | Water Unit 53 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 12 | 1999 Ford | F150 1/2T Pickup | 4771 01499 | Water Unit 78 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 13 | 1999 Ford | F150 1/2T Pickup | 4772 01499 | Water Unit 79 | No APD | | | 25,000 Yes | | | 57 |
| 14 | 2005 Ford | F250 3/4T Pickup | 1802 01499 | Water Unit 77 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 15 | 2005 Ford | F250 3/4T Pickup | 1803 01499 | Water Unit 46 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
As of 7-11-15



Entity ID . . . . . 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 13 7-11-15 to 7-11-16

| ID | Year Make | Model Type | VIN Class | Department Secondary ID | APD Code | Ded. Code | Auto Cat. | Med Pay UM/UIM | Emer. Use | Leased | Ter. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 17 | 1999 Chevrole | C3500 Pickup | 8435 01499 | Water Unit 80 | No APD | | | 25,000 Yes | | | 57 |
| 20 | 1995 Chevrole | K2500 Pickup | 2039 01499 | Water Unit 37 | No APD | | | 25,000 Yes | | | 57 |
| 21 | 2000 Chevrole | C3500 Pickup | 4501 01499 | Water Unit 83 | No APD | | | 25,000 Yes | | | 57 |
| 23 | 1998 Chevrole | K3500 Pickup | 8683 01499 | Water Unit 48 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 24 | 2001 Chevrole | K3500 Pickup | 1239 01499 | Water Unit 45 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 25 | 1996 GMC | C3500 Pickup | 2094 01499 | Water Unit 21 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 31 | 1995 GMC | C1500 Pickup | 0601 01499 | Water Unit 23 | No APD | | | 25,000 Yes | | | 57 |
| 33 | 1995 GMC | C1500 Pickup | 0561 01499 | Water Unit 26 | No APD | | | 25,000 Yes | | | 57 |
| 35 | 1997 GMC | Sierra 1500 1/2T Pickup | 6528 01499 | Water Unit 14 | No APD | | | 25,000 Yes | | | 57 |
| 36 | 1997 GMC | Sierra 1500 1/2T Pickup | 6330 01499 | Water Unit 28 | No APD | | | 25,000 Yes | | | 57 |
| 37 | 1997 GMC | Sierra 1500 1/2T Pickup | 6322 01499 | Water Unit 34 | No APD | | | 25,000 Yes | | | 57 |
| 39 | 1997 GMC | Sierra 1500 1/2T Pickup | 6373 01499 | Water Unit 43 | No APD | | | 25,000 Yes | | | 57 |
| 40 | 1997 GMC | Sierra 1500 1/2T Pickup | 6035 01499 | Water Unit 22 | No APD | | | 25,000 Yes | | | 57 |
| 41 | 1999 GMC | Sierra 1500 1/2T Pickup | 8509 01499 | Water Unit 76 | No APD | | | 25,000 Yes | | | 57 |
| 43 | 1999 GMC | Sierra 1500 1/2T Pickup | 8554 01499 | Water Unit 75 | No APD | | | 25,000 Yes | | | 57 |
| 44 | 1999 GMC | Sierra 1500 1/2T Pickup | 6806 01499 | Water Unit 81 | No APD | | | 25,000 Yes | | | 57 |
| 45 | 1998 GMC | Sierra 1500 1/2T Pickup | 7244 01499 | Water Unit 47 | No APD | | | 25,000 Yes | | | 57 |

Entity ID . . . . . 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 13 7-11-15 to 7-11-16

| ID | Year Make | Model Type | VIN Class | Department Secondary ID | APD Code | Ded. Code | Auto Cat. | Med Pay UM/UIM | Emer. Use | Leased | Ter. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 46 | 1989 GMC | Sierra 1500 1/2T Pickup | 0507 01499 | Water Unit 39 | No APD | | | 25,000 Yes | | | 57 |
| 47 | 2000 GMC | Sierra 2500 3/4T Pickup | 2916 01499 | Water Unit 13 | No APD | | | 25,000 Yes | | | 57 |
| 48 | 2000 GMC | Sierra 2500 3/4T Pickup | 2933 01499 | Water Unit 40 | No APD | | | 25,000 Yes | | | 57 |
| 50 | 1966 Lufkin | Unknown Trailer | 0708 68499 | Water | No APD | | | Yes | | | 57 |
| 54 | 2004 Ford | F250 3/4T Pickup | 3716 01499 | Water Unit 82 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 55 | 2001 Ford | F250 3/4T Pickup | 6085 01499 | Water Unit 49 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 56 | 2001 Top Hat | Unknown Trailer-Gooseneck | 2575 68499 | Water | ACV | 1,000 -A | | Yes | | | 57 |
| 60 | 1950 Unknown | Unknown Trailer-Flatbed | 68499 | Water | No APD | | | Yes | | | 57 |
| 62 | 1999 Unknown | Unknown Trailer-Flatbed | 5846 68499 | Water | No APD | | | Yes | | | 57 |
| 63 | 1990 Unknown | Unknown Trailer | 058C 68499 | Water Lincoln Welder | No APD | | | Yes | | | 57 |
| 64 | 2006 Ford | F250 3/4T Pickup | 9358 01499 | Water Unit 20 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 65 | 2006 Ford | F250 3/4T Pickup | 3348 01499 | Water Unit 11 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 67 | 2006 Ford | F250 3/4T Pickup | 1790 01499 | Water Unit 27 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 70 | 2007 Ford | F250 3/4T Pickup | 5966 01499 | Water Unit 74 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 71 | 2006 Ford | F250 3/4T Pickup | 2565 01499 | Water Unit 18 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 72 | 2000 Chevrole | C2500 Pickup | 6947 01499 | Water Unit 42 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 73 | 2000 Chevrole | C2500 Pickup | 9226 01499 | Water Unit 38 | No APD | | | 25,000 Yes | | | 57 |

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
As of 7-11-15



Entity ID . . . . . 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 13 7-11-15 to 7-11-16

| ID | Year Make | Model Type | VIN Class | Department Secondary ID | APD Code | Ded. Code | Auto Cat. | Med Pay UM/UIM | Emer. Use | Leased | Ter. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 74 | 2004 Chevrole | C2500 Pickup | 9549 01499 | Water Unit 84 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 75 | 2007 Ford | F250 3/4T Pickup | 5964 01499 | Water Unit 61 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 76 | 2007 Ford | F250 3/4T Pickup | 5965 01499 | Water Unit 60 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 77 | 2006 Peterbil | Unknown Truck-Dump | 7363 21479 | Water Unit 52 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 79 | 2007 Chevrole | Silverado Pickup | 2664 01499 | Water Unit 90 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 80 | 2008 Eager Be | Unknown Trailer-Flatbed | 3382 68499 | Water | ACV | 1,000 -A | | Yes | | | 57 |
| 81 | 2008 Unknown | Unknown Trailer-Belly Dump | 9716 68499 | Water | ACV | 1,000 -A | | | | | 57 |
| 82 | 2008 Chevrole | C2500 Pickup | 7010 01499 | Water Unit 91 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 83 | 2009 Chevrole | Silverado Pickup | 4855 01499 | Water Unit 95 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 84 | 2009 Chevrole | Silverado Pickup | 8689 01499 | Water Unit 92 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 85 | 2009 Chevrole | Silverado Pickup | 6431 01499 | Water Unit 93 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 86 | 2009 Chevrole | Silverado Pickup | 5854 01499 | Water Unit 94 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 87 | 2009 Chevrole | Silverado Pickup | 0434 01499 | Water Unit 96 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 88 | 2008 Chevrole | Tahoe Truck-Sport Utility | 4976 01499 | Water Unit 86 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 89 | 2008 Chevrole | Silverado Pickup | 5257 01499 | Water Unit 87 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 90 | 2008 Chevrole | Silverado Pickup | 4395 01499 | Water Unit 88 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 91 | 2009 Freightl | Haulster Truck-Dump | 4328 21479 | Water Unit 89 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
As of 7-11-15



Entity ID . . . . . 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 13 7-11-15 to 7-11-16

| ID | Year Make | Model Type | VIN Class | Department Secondary ID | APD Code | Ded. Code | Auto Cat. | Med Pay UM/UIM | Emer. Use | Leased | Ter. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 92 | 2009 Intimida | Unknown Trailer-Spray Tank | 7208 68499 | | ACV | 1,000 -A | | Yes | | | 57 |
| 93 | 2009 Chevrole | Silverado Pickup | 6420 01499 | Water Unit 97 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 94 | 2010 Chevrole | C2500 Pickup | 6978 01499 | Drainage Unit 98 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 95 | 2011 Big Tex | Unknown Trailer-Dump | 7932 68499 | Water | ACV | 1,000 -A | | Yes | | | 57 |
| 96 | 2012 Chevrole | K2500 Pickup | 7410 01499 | Water Unit 103 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 97 | 2012 Chevrole | K2500 Pickup | 7619 01499 | Water Unit 104 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 98 | 2013 Caterpil | CT660 Truck-Dump | 5117 34479 | Unit 105 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 99 | 2011 Chevrole | 2500 Pickup | 1107 01499 | Drainage Unit 100 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 100 | 2011 Chevrole | 2500 Pickup | 0628 01499 | Drainage Unit 101 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 101 | 2011 Chevrole | 2500 Pickup | 0802 01499 | Drainage Unit 102 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 102 | 2009 Ford | F250 3/4T Pickup | 0999 01499 | Drainage Unit 106 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 103 | 2009 Ford | F150 1/2T Pickup | 5534 01499 | Drainage Unit 109 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 104 | 2009 Ford | F250 3/4T Pickup | 0998 01499 | Drainage Unit 108 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 105 | 2009 Ford | F250 3/4T Pickup | 1000 01499 | Drainage Unit 107 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 106 | 2014 Ford | F250 3/4T Pickup | 9724 01499 | 113 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 107 | 2014 Ford | F250 3/4T Pickup | 9729 01499 | 112 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |
| 108 | 2014 Ford | F250 3/4T Pickup | 9726 01499 | 111 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
As of 7-11-15



Entity ID . . . . . 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 13 7-11-15 to 7-11-16

| ID | Year Make | Model Type | VIN Class | Department Secondary ID | APD Code | Ded. Code | Auto Cat. | Med Pay UM/UIM | Emer. Use | Leased | Ter. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 109 | 2014 Ford | F250 3/4T Pickup | 9725 01499 | 110 | ACV | 1,000 -A | | 25,000 Yes | | | 57 |

Grand Total: 81 Items
Grand Totals for Coverages

Auto Liability . . . . . : 80 Items
Auto Medical Payments . . . . . : 70 Items
Auto Physical Damage . . . . . : 53 Items
Hired and Non-owned Auto . . . . . : 119 Budgeted Full-Time Positions
Uninsured/Underinsured Motorists . . : 80 Items

**Entity Name:** _____

**Rerate Exposure Summary Automobile Schedule Addendum**

| | Year | Make & Model | Complete VIN | Department | Secondary ID[1] | Gross Veh Wt | APD Value[2] / Code[3] | Emer. Use[4] | Leased * |
|---|---|---|---|---|---|---|---|---|---|
| *Ex:* | *2002* | *Chevrolet C1500* | *2GCEC19X22X124622* | *Public Works* | *Unit #23-4* | *5,460* | *$17,030 / OCN* | *No* | *No* |
| 1. | | | | | | | | | |
| 2. | | | | | | | | | |
| 3. | | | | | | | | | |
| 4. | | | | | | | | | |
| 5. | | | | | | | | | |

*If any of the vehicles listed above are not owned by your entity, complete the following.

| Year | Make & Model | VIN | Name & Address of Registered Owner | Name & Address of Lessor |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

[1] **Secondary ID:** Entity's own identification for the auto.

[2] **Provide an APD value when auto physical damage coverage is elected for a vehicle.** If coverage for auto physical damage is not desired, enter "NO APD." Note: Include the value of machinery and equipment permanently affixed to the vehicle and not intended for use away from the vehicle (e.g. emergency light bars, aerial ladders, snorkels, truck-mounted cherry pickers).

[3] **Select the APD code that describes the value you have provided.** APD Codes: OCN = Original Cost New; ACV = Actual Cash Value (depreciated value); AV = Agreed Value (available for high value vehicles and cannot be greater than what was originally paid for the vehicle).

[4] **Indicates those fire and police vehicles equipped with emergency lighting.**

## LIABILITY AND AUTOMOBILE COVERAGES
## DECISION FORM INSTRUCTIONS

On the Liability Decision Form, you may designate "No Change" or enter another limit and/or deductible to request changes to existing coverages.

Please note the following conditions when you are requesting coverage limit or deductible changes.

1. The Liability limits available each occurrence or wrongful act are:
   $300,000, $500,000, $1,000,000, $2,000,000, $3,000,000, $5,000,000 and $10,000,000.

   If you have Auto Liability coverage for hired and non-owned autos only (no owned autos), the maximum limit available is $2,000,000. *Please contact the Underwriting Department if you currently have coverage for hired and non-owned autos only and have acquired ownership of an automobile.*

2. The minimum deductible for Law Enforcement Liability and Errors & Omissions (Public Officials) Liability is $1,000.

3. Subject to the above minimums, standard liability deductibles are:
   $0, $1,000, $2,500, $5,000, $10,000 and $25,000.

4. Auto Physical Damage standard deductibles per vehicle are:
   $250, $500, $1,000, $2,500, $5,000, $10,000 and $25,000.

Pricing grids for other available limits and deductibles will be included with your rerate declarations. You may make changes to your limits and deductibles at any time during the Fund Year.

## LIABILITY COVERAGES DECISION FORM

Entity Name . . . . . Hidalgo County Drainage District #1
Entity ID . . . . . 9368
Contract Type / ID . . LIAB / 13 7-11-15 to 7-11-16

| Coverage | Current Limits | Current Deductibles |
|---|---|---|
| General Liability | 5,000,000 | 5,000 |
| Errors & Omissions Liability | 2,000,000 | 25,000 |
| Automobile Medical Payments | 25,000 | 1,000 |
| Automobile Liability | 500,000 | 1,000 |
| Uninsured/Underinsured Motorists | 300,000 | 250 PD |
| Automobile Physical Damage | Per Schedule | 1,000 |

---

Please indicate below the limits and deductibles that you wish to apply to your rerate coverages. If you wish to retain the current limits and deductibles shown above, please place an **"X"** in the **"No Change"** column for the applicable coverages.

| Coverage | No Change | Rerate Requested Limits | Rerate Requested Deductibles |
|---|---|---|---|
| General Liability | ____ | _____ | _____ |
| Errors & Omissions Liability | ____ | _____ | _____ |
| Automobile Medical Payments | ____ | _____ | _____ |
| Automobile Liability | ____ | _____ | _____ |
| Uninsured/Underinsured Motorists | ____ | _____ | _____ |
| Automobile Physical Damage | ____ | _____ | _____ |

**(Return All Pages)**

# PROPERTY COVERAGE – SPECIAL NOTICE

**ALL OWNED PROPERTY LOCATIONS MUST BE REPORTED IN ORDER FOR COVERAGE TO APPLY. IT IS ASSUMED THAT UNREPORTED PROPERTY IS NOT INTENDED TO BE COVERED.**

The Pool Property Coverage Document requires each member to annually provide the Pool with a statement of 100% values for all buildings, structures, personal property (contents) and mobile equipment to be covered for the following year.

Please review the attached schedules, draw a line through any item to be deleted, and update any other information. List additions on the Schedule Addendums located behind each schedule.

Real and Personal Property Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2015 to 07/11/2016 Shown As of 07/11/2015

TML INTERGOVERNMENTAL RISK POOL

The contribution and limit calculated for your Real and Personal Property Coverages are based on the following schedule. The values shown are the estimated Replacement Cost or Actual Cash Value (RC or ACV) unless otherwise noted and endorsed. Any changes or corrections may require adjustment to the contribution. Improvements and betterments to locations you lease from others are included with the contents value. Your elected Coverage Extension limits are shown on a separate schedule.

| ID | Address or Site<br>Secondary ID | Year Built | Occupancy<br>Department | Bldg Value<br>Valuation Basis | Contents Value<br>Valuation Basis |
|---|---|---|---|---|---|
| 1 | 902 N Doolittle Rd | 1986 | Office/Tractor Shop | 413,708 | 250,000 |
| | | | Water | RC | RC |
| 2 | 902 N Doolittle Rd | 1980 | Welding Shop | 96,593 | 50,000 |
| | | | Water | RC | RC |
| 3 | Edinburg Lake on | 0 | Pump #1 & #2 | 15,517 | 244,462 |
| | | | Water | RC | RC |
| 4 | 2 Mi S 281 S | 0 | Pump #3,#4,& #5 | 3,074 | 431,526 |
| | | | Water | RC | RC |
| 5 | N Levee 281 & Jackson | 0 | Pump #6 & #7 | 6,885 | 227,684 |
| | | | Water | RC | RC |
| 6 | N Levee 281 & Jackson | 0 | Pump #8 & #9 | 10,125 | 150,000 |
| | | | Water | RC | RC |
| 7 | S of Donna Levee | 0 | Fence @ Pump #10 | 20,250 | 100,000 |
| | | | Water | RC | RC |
| 8 | S of Weslaco | 0 | Fence @ Pump #11 | 20,250 | 80,000 |
| | | | Water | RC | RC |
| 9 | 1/2 Mi E 1015 S Levee | 0 | Fence @ Pump #12 | 15,188 | 70,000 |
| | | | Water | RC | RC |
| 10 | S of Mercedes | 0 | Fence @ Pump #13 | 15,188 | 60,000 |
| | | | Water | RC | RC |
| 11 | S of Mercedes | 0 | Pump #14 & #15 | 20,250 | 130,000 |
| | | | Water | RC | RC |
| 12 | S of Panchita | 0 | Pump #16 | 20,250 | 130,000 |
| | | | Water | RC | RC |
| 13 | S of Monte Cristo | 0 | Pump #17 | 20,250 | 50,000 |
| | | | Water | RC | RC |
| 14 | 1 mi W of La Homa-Palmview | 0 | Fence @ Pump #17 | 15,188 | 0 |
| | | | Water | RC | |
| 15 | 902 N Doolittle Rd | 1997 | (3)Fuel Storage Tanks | 202,500 | 0 |
| | | | Water | RC | |
| 16 | 902 N Doolittle Rd | 1997 | Main Office | 506,250 | 250,000 |
| | | | Water | RC | RC |
| 18 | 902 N Doolittle Rd | 1986 | Tire Room | 16,605 | 50,000 |
| | | | Water | RC | RC |
| 20 | Palmview | 2003 | Pump #18 | 10,125 | 30,000 |
| | | | Water | RC | RC |
| 21 | Linda Vista | 2003 | Pump #19 | 10,125 | 30,000 |
| | | | Water | RC | RC |

## Real and Personal Property Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2015 to 07/11/2016 Shown As of 07/11/2015

| ID | Address or Site<br>Secondary ID | Year Built | Occupancy<br>Department | Bldg Value<br>Valuation Basis | Contents Value<br>Valuation Basis |
|---|---|---|---|---|---|
| 22 | 902 N Doolittle Rd | | Training Center | 151,875 | 150,000 |
| | | | Drainage | RC | RC |
| 23 | Various | 2010 | Weirs,Bridges,Pump Stations, Cu | 11,539,766 | 0 |
| | | | | RC | |
| Coverage: Real & Personal Property | | Total Items: | 21 | 13,129,959 | 2,483,672 |

Rerate Exposure Summary Real and Personal Property Schedule Addendum

Member: Hidalgo County Drainage District #1
Member ID:9368
Coverage Period:07/11/2015 to 07/11/2016

TML INTERGOVERNMENTAL RISK POOL

Complete the following for any items to be added to Real & Personal Property coverage. Currently owned property must be scheduled in order for coverage to apply. Coverage does not extend to contents if no value is reported. Please indicate any structure where construction is not yet completed.

| Address or Site Secondary ID | Occupancy | Year Built | Construction Type* | Building Value |
|---|---|---|---|---|
| | Department | Flood Zone | Date of Acquisition | Contents Value |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Building Construction Type Key:

**1 - Frame:** Buildings where exterior load bearing walls are wood or other combustible materials including construction where combustible materials are combined with other materials such as brick veneer, stone veneer, wood iron-clad, stucco on wood.

**2 - Joisted Masonry:** Buildings with exterior load bearing walls constructed of masonry materials such as adobe, brick, concrete, gypsum block, hollow concrete block, stone, tile, or similar materials and where the floors and roof are combustible.

**3 - Non-Combustible:** Buildings with exterior load bearing walls, floors and roof constructed of, and supported by metal, gypsum, or other non-combustible materials.

**4 - Masonry Non-Combustible:** Buildings with exterior walls constructed in accordance with Code 2 above with floors and roof of metal or other non-combustible materials.

**5 - Modified Fire Resistive:** Buildings with exterior load bearing walls, floors and roof constructed of masonry or fire resistive material with a fire resistance rating of one to two hours.

**6 - Fire resistive:** Buildings with exterior load bearing walls, floors and roof constructed of masonry or fire resistive materials having a fire resistance rating of two hours or more.

**7 - Flat Rated/Minimum Rated:** Construction classifications not otherwise rated.

Rerate Exposure Summary Coverage Extensions Schedule

Member: Hidalgo County Drainage District #1
Member ID:9368
Coverage Period:07/11/2015 to 07/11/2016 Shown As of 07/11/2015

TML
INTERGOVERNMENTAL RISK POOL

Following is a schedule showing the standard limits and the limits you currently carry for Coverage Extensions provided under Real and Personal Property Coverage. Please indicate the limit you desire for each Coverage Extension for the upcoming year. Any changes will be reflected in the contribution for the next coverage period. Coverage Extensions at standard limits are included for no additional contribution.

*Note: Limits for Newly Acquired Property and Pollutant Cleanup and Removal may not be increased above the standard limits.*

*Limits for Outdoor Tree's and Shrubbery can only be: $10,000, $25,000 or $50,000 per occurrence.*

| Coverage Extension | Standard Limit | Current Limit | Desired Limit |
|---|---|---|---|
| Valuable Papers and Records & EDP Media | $10,000 | $50,000 | |
| Accounts Receivable | $10,000 | $50,000 | |
| Loss of Revenue, Extra Expense and Rental Value | $50,000 | $600,000 | |
| Personal Property of Employees and Officials | $5,000 | $5,000 | |
| Leasehold Interest | $5,000 | $5,000 | |
| Outdoor Trees and Shrubs ($250 per item) | $10,000 | $10,000 | |
| Newly Acquired Property | $1 Million or the Real & Personal Property Limit, whichever is less | Standard Limit | Not Applicable |
| Pollutant Cleanup and Removal | $20,000 each premises | Standard Limit | Not Applicable |

## Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2015 to 07/11/2016 Shown As of 07/11/2015

TML INTERGOVERNMENTAL RISK POOL

The contribution calculated for Mobile Equipment is based on the following schedule. Any changes or corrections may require adjustment to the contribution.

Your selected loss valuation basis (Replacement Cost or Actual Cash Value) is indicated on the Declarations of Coverage. The most the Fund will pay for loss to mobile equipment is the value scheduled below.

| ID | Year | Make/Type | Description<br>Department | Serial Number<br>Secondary ID | Leased<br>Y/N | Value |
|---|---|---|---|---|---|---|
| 5 | 2000 | Caterpillar | Model 322BL-LRF EX 23 | 1YS01228 | N | 198,489 |
| | | Excavator | Unknown | 223 | | |
| 6 | 1999 | Caterpillar | Model 322BL EX 21 | 1YS01054 | N | 195,952 |
| | | Excavator | Unknown | 210 | | |
| 7 | 1999 | Caterpillar | Model 322BL EX 20 | 1YS01065 | N | 195,952 |
| | | Excavator | Unknown | 206 | | |
| 10 | 1998 | Caterpillar | Model 322BLR EX18 | 1YS00791 | N | 186,649 |
| | | Excavator | Unknown | 198 | | |
| 18 | 1986 | John Deere | Model 27-55 | T873912 | N | 119,423 |
| | | Tractor | Unknown | 252 | | |
| 21 | 1993 | Caterpillar | Model EL240C EX17 | 9PK889 | N | 107,000 |
| | | Excavator | Unknown | 189 | | |
| 26 | 2003 | John Deere | w/Boom & Mower | H361476 | N | 79,941 |
| | | Tractor | Unknown | 249 | | |
| 29 | 2003 | JCB | Backhoe 2155 BH13 | 903211 | N | 74,877 |
| | | Backhoe | Unknown | 247 | | |
| 30 | 2003 | John Deere | w/Boom & Mower | H362041 | N | 70,941 |
| | | Tractor | Unknown | 248 | | |
| 32 | 2001 | Dynapac | Roller | 8802301 | N | 57,600 |
| | | Roller | Unknown | 262 | | |
| 33 | 1998 | Ford | Model 66-40 | TB4200 | N | 49,489 |
| | | Tractor | Unknown | 242 | | |
| 36 | 1997 | Tiger | Model TRMW66/031327 | 049955B | N | 48,844 |
| | | Tractor | Unknown | 233 | | |
| 37 | 2005 | Dragon | Galvanized | 981216047 | N | 48,652 |
| | | Shredder | Unknown | 265 | | |
| 38 | 1996 | Ford | Model TRMw66/030113 | 0104068 | N | 44,946 |
| | | Tractor | Unknown | 226 | | |
| 40 | 1998 | Massey Ferguson | Model 4253 | F26054 | N | 30,750 |
| | | Tractor | Unknown | 193 | | |
| 41 | 1999 | Massey Ferguson | Model MF4253 | H25120 | N | 30,127 |
| | | Tractor | Unknown | 207 | | |

## Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2015 to 07/11/2016 Shown As of 07/11/2015

| ID | Year | Make/Type | Description<br>Department | Serial Number<br>Secondary ID | Leased Y/N | Value |
|---|---|---|---|---|---|---|
| 42 | 1999 | Massey Ferguson | Model MF4253 | H28107 | N | 30,127 |
| | | Tractor | Unknown | 208 | | |
| 44 | 1999 | Massey Ferguson | Model 4253 | G20292 | N | 29,408 |
| | | Tractor | Unknown | 255 | | |
| 45 | 1996 | Massey Ferguson | Model 383 | V700095-A | N | 29,408 |
| | | Tractor | Unknown | 264 | | |
| 47 | 2000 | Massey Ferguson | Model 4253 | J03155 | N | 28,856 |
| | | Tractor | Unknown | 224 | | |
| 48 | 2004 | Massey Ferguson | Tractor | BN11108 | N | 28,642 |
| | | Tractor | Unknown | 266 | | |
| 49 | 1986 | Hyster | Cherry Picker | F1638526700066 | N | 24,000 |
| | | Crane | Unknown | 187 | | |
| 52 | 2000 | Case | Model 1838 | JAF0220916 | N | 16,874 |
| | | Skid-Steer Loader | Unknown | 235 | | |
| 60 | 2006 | Caterpillar | Model 345CL EX24 | PJW00858 | Y | 250,000 |
| | | Excavator | Unknown | | | |
| 62 | 2006 | Caterpillar | Model D7R D215 | AGN00973 | Y | 90,000 |
| | | Bulldozer | Unknown | | | |
| 63 | 2006 | Volvo | Model L110E Loader 20 | 111071 | N | 120,000 |
| | | Wheel Loader | Unknown | | | |
| 64 | 1998 | Ford | Model 6640 | TB4063 | N | 29,000 |
| | | Tractor | Unknown | | | |
| 66 | 2000 | New Holland | Model 8160 | SM3501361 | N | 29,500 |
| | | Tractor | Unknown | | | |
| 67 | 2000 | Massey Ferguson | Model 4253 | J28169 | N | 29,500 |
| | | Tractor | Unknown | | | |
| 68 | 2000 | Massey Ferguson | Model 4253 | J28191 | N | 29,500 |
| | | Tractor | Unknown | | | |
| 69 | 2001 | John Deere | Model 7210 | C034914 | N | 28,000 |
| | | Tractor | Unknown | | | |
| 71 | 1981 | Link Belt | Model LS318 Dragline DL11 | 21H11043F | N | 17,000 |
| | | Dragline | Unknown | | | |
| 72 | 2007 | New Holland | G140 MG13 | N6F00223 | N | 114,919 |
| | | Motor Grader | Unknown | | | |
| 73 | 2007 | John Deere | Model 6415 | 5164 | N | 85,574 |
| | | Mower | Unknown | | | |

## Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2015 to 07/11/2016 Shown As of 07/11/2015

| ID | Year | Make/Type | Description<br>Department | Serial Number<br>Secondary ID | Leased<br>Y/N | Value |
|---|---|---|---|---|---|---|
| 74 | 2007 | John Deere | Model 6415 | 5340 | N | 85,574 |
| | | Mower | Unknown | | | |
| 78 | 2007 | Kubota | Model MX5000 | 15271 | N | 15,043 |
| | | Tractor | Unknown | | | |
| 79 | 2007 | John Deere | Model 6415 | 339171204 | N | 85,238 |
| | | Tractor/Mower | Unknown | | | |
| 80 | 2007 | John Deere | Model 6415 | 339171183 | N | 85,238 |
| | | Tractor/Mower | Unknown | | | |
| 81 | 2007 | Terex | Model 970B BH14 | FGS2759 | N | 76,580 |
| | | Backhoe/Loader | Unknown | | | |
| 83 | 2007 | Predator | Model XP15B | 54025 | N | 12,500 |
| | | Rotary Cutter | Unknown | | | |
| 84 | 2007 | Predator | Model XP15B | 47280 | N | 10,900 |
| | | Rotary Cutter | Unknown | | | |
| 85 | 2008 | Woods | PS120 | 1115794 | N | 5,721 |
| | | Shredder | Unknown | | | |
| 87 | 2008 | Caterpillar | Model D6T D215 | WFH0422 | Y | 285,200 |
| | | Bulldozer | Unknown | | | |
| 88 | 2008 | Caterpillar | Model 120M MG-14 | B9C00409 | Y | 176,800 |
| | | Motor Grader | Unknown | | | |
| 89 | 2009 | John Deere | Model 6330 | 592450C | N | 84,028 |
| | | Tractor/Mower | Unknown | | | |
| 90 | 2009 | John Deere | Model 6330 | 591613C | N | 84,028 |
| | | Tractor/Mower | Unknown | | | |
| 91 | 2008 | Volvo | Model CC460 EX-25 | 110295 | Y | 344,813 |
| | | Excavator | Unknown | | | |
| 92 | 2008 | John Deere | Model 3112 | 2308596310 | N | 37,881 |
| | | Tractor | Water | | | |
| 93 | 2008 | John Deere | Model 3112 | 2308597397 | N | 37,730 |
| | | Tractor | Water | | | |
| 94 | 2009 | | Shredder | 56247 | N | 12,500 |
| | | Shredder | Water | | | |
| 95 | 2009 | | Shredder | 48201 | N | 12,500 |
| | | Shredder | Water | | | |
| 96 | 2008 | Volvo | Model EC460CL EX 26 | 110200 | Y | 344,813 |
| | | Excavator | Water | | | |

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2015 to 07/11/2016 Shown As of 07/11/2015

| ID | Year | Make/Type | Description<br>Department | Serial Number<br>Secondary ID | Leased<br>Y/N | Value |
|---|---|---|---|---|---|---|
| 97 | 2009 | Caterpillar | Model D6T DZ17 | WFH474 | Y | 285,200 |
| | | Bulldozer | Water | | | |
| 98 | 2009 | John Deere | Spray R16 Model 5083E | LV5083E160555 | N | 50,160 |
| | | Tractor | | | | |
| 99 | 2004 | Volvo | EC330 BLK EX27 | 10435 | N | 74,995 |
| | | Excavator | Water | | | |
| 100 | 2010 | Manitou | M40-ZT Forklift FL12 | 758388 | N | 50,916 |
| | | Fork Lift | Water | | | |
| 101 | 1980 | Link Belt | Model LS318 DG14 | 21G9-597F | N | 389,000 |
| | | Dragline | Drainage | | | |
| 103 | 2010 | Godwin | Model DPC300 12in Pump w/Trailer | 6MPE1325AD05670( | N | 91,427 |
| | | Water Pump | Drainage | | | |
| 104 | 2009 | Caterpillar | 345DL EX29 | EEH00546 | N | 344,500 |
| | | Excavator | Water | | | |
| 105 | 2009 | Caterpillar | 345DL EX31 | EEH00548 | N | 344,500 |
| | | Excavator | Water | | | |
| 106 | 2008 | Volvo | EC46OCL EX28 | 110363 | N | 330,435 |
| | | Excavator | Water | | | |
| 107 | 2008 | Volvo | EC46OCL EX30 | 110365 | N | 330,935 |
| | | Excavator | Water | | | |
| 108 | 2009 | John Deere | 6330 | 130083 | N | 80,577 |
| | | Tractor/Mower | Water | | | |
| 109 | 2009 | John Deere | Model 6330 | 130563 | N | 80,577 |
| | | Tractor/Mower | Water | | | |
| 110 | 2009 | John Deere | Model 6330 | 631633 | N | 41,591 |
| | | Tractor | Water | | | |
| 111 | 2009 | John Deere | Model 6330 | 631715 | N | 41,591 |
| | | Tractor | Water | | | |
| 112 | 2009 | Predator | 15' Mower | 79150 | N | 14,250 |
| | | Mower | Water | | | |
| 113 | 2009 | Predator | 15' Mower | 79149 | N | 14,250 |
| | | Mower | Water | | | |
| 114 | 2009 | Caterpillar | Model 324DL Excavator EX32 | CAT0324DLJJG0108! | N | 185,894 |
| | | Excavator | Water | | | |
| 115 | 2011 | John Deere | Model 6330 w/Tiger Boom | 1L06330XJBH694371 | N | 102,238 |
| | | Tractor | Water | | | |

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2015 to 07/11/2016 Shown As of 07/11/2015

| ID | Year | Make/Type | Description<br>Department | Serial Number<br>Secondary ID | Leased<br>Y/N | Value |
|---|---|---|---|---|---|---|
| 116 | 2011 | Caterpillar | Model D50-6 | 0044J6LD00908 | N | 46,815 |
| | | Generator | Drainage | | | |
| 117 | 2011 | Caterpillar | Model D40-6S | 0044KGLD0090 | N | 33,491 |
| | | Generator | Water | | | |
| 118 | 2011 | John Deere | Model 7130 w/Boom Mower | 1L07130XKRH694511 | N | 144,124 |
| | | Tractor/Mower | Water | | | |
| 119 | 2012 | John Deere | Tractor | 2572 | N | 144,124 |
| | | Tractor | | | | |
| 120 | 2012 | John Deere | Tractor w/ Tiller Boom | 2994 | N | 144,124 |
| | | Tractor | | | | |
| 121 | 2012 | John Deere | Tractor w/ Tiller Boom | 7869 | N | 144,124 |
| | | Tractor | | | | |
| 122 | 2012 | John Deere | Tractor w/ Tiller Boom | 3195 | N | 144,124 |
| | | Tractor | | | | |
| 123 | 2013 | John Deere | Cab Tractor | ?A6155DCDM050405 | N | 41,288 |
| | | Tractor | | | | |
| 124 | 2013 | John Deere | Cab Tractor | P06115DCDM05039E | N | 41,288 |
| | | Tractor | | | | |
| 125 | 2013 | John Deere | Cab Tractor | ?06115DHDM050407 | N | 41,288 |
| | | Tractor | | | | |
| 126 | 2013 | John Deere | Cab Tractor | ?06115DEDM050408 | N | 41,288 |
| | | Tractor | | | | |
| 127 | 2009 | Caterpillar | Backhoe CAB4E BH15 | HLS08347 | N | 70,608 |
| | | Backhoe | Drainage | | | |
| 128 | 2009 | Caterpillar | Excavator 324DL EX34 | OJJ601090 | N | 194,000 |
| | | Excavator | Drainage | | | |
| 129 | 2009 | Caterpillar | Excavator 330DL EX33 | MWP03302 | N | 265,000 |
| | | Excavator | Drainage | | | |
| 130 | 2009 | Caterpillar | Bulldozer D6N D218 | DJA01121 | N | 200,040 |
| | | Bulldozer | Drainage | | | |
| 131 | 2008 | Godwin | Pump and Trailer DCP300 | 052435 | N | 26,200 |
| | | Pump | Drainage | | | |
| 132 | 2008 | Godwin | Pump and Trailer DCP 300 | 052438 | N | 26,200 |
| | | Pump | Drainage | | | |
| 133 | 2014 | | Excavator | DHKCEBAQSD001035 | N | 203,490 |
| | | Excavator | | | | |

## Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2015 to 07/11/2016 Shown As of 07/11/2015

| ID | Year | Make/Type | Description<br>Department | Serial Number<br>Secondary ID | Leased<br>Y/N | Value |
|---|---|---|---|---|---|---|
| 134 | 2014 | | Excavator | HKCEBAQPD0001036 | N | 203,490 |
| | | Excavator | | | | |
| Coverage: Mobile Equipment | | | Total Items: | 89 | | 9,355,169 |

Rerate Exposure Summary Mobile Equipment Schedule Addendum

Member: Hidalgo County Drainage District #1
Member ID:9368
Coverage Period:07/11/2015 to 07/11/2016

TML
INTERGOVERNMENTAL RISK POOL

Complete the following for any Mobile Equipment items to be added for physical damage coverage.

| Year | Make/Model No. | Type | Serial Number | Value |
|---|---|---|---|---|
| Leased Y/N | Description/ Department | Secondary ID | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

# PROPERTY COVERAGES DECISION FORM
## 2014-2015 Fund Year

**Member: Hidalgo County Drainage District #1**
Member ID: 9368

TML INTERGOVERNMENTAL RISK POOL

☐ Check here if no changes, or indicate changes below.

| REAL AND PERSONAL PROPERTY | | 2013/14 Coverage Election | 2014/15 Coverage Election |
|---|---|---|---|
| Real and Personal Property | Coverage Basis: | Special Form | |
| | Valuation Method: | Replacement Cost | |
| | Deductible: | $10,000 | |
| Flood and Earthquake | | ☒ Included ☐ Excluded | ☐ Included ☐ Excluded |

| BOILER AND MACHINERY | | 2013/14 Coverage Election | 2014/15 Coverage Election |
|---|---|---|---|
| Boiler and Machinery | Valuation Method: | Replacement Cost | |
| | Deductible: | $1,000 | |

| MOBILE EQUIPMENT | | 2013/14 Coverage Election | 2014/15 Coverage Election |
|---|---|---|---|
| Mobile Equipment | Coverage Basis: | Scheduled Basis | |
| | Valuation Method: | Replacement Cost | |
| | Deductible: | $1,000 | |

# Certificate of Coverage

| TML-IRP Contract Number: | 9368 |
|---|---|

**Member:**
Hidalgo County Drainage District #1
Ms. Lora Briones
Financial Officer
902 N Doolittle Rd
Edinburg, Texas 78539-8670

**Company Affording Coverage:**
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

**Certificate Holder:**
BancorpSouth Equipment Finance
a division of BancorpSouth Bank
PO Box 15097
Hattiesburg, MS 39404

**This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.**

| | | |
|---|---|---|
| **General Liability** | Effective Date: | 7/1/2014 |
| | Anniversary Date: | 7/1/2015 |
| Limits of Liability (Each Occurrence): | | $5,000,000 |
| Sudden Events Involving Pollution (Each Occurrence): | | $2,000,000 |
| Annual Aggregate: | | $10,000,000 |
| Deductible per Occurrence: | | $5,000 |
| **Law Enforcement Liability** | Effective Date: | |
| | Anniversary Date: | |
| Limits of Liability (Each Occurrence): | | |
| Annual Aggregate: | | |
| Deductible per Occurrence: | | |
| **Errors and Omissions Liability** | Effective Date: | |
| | Anniversary Date: | |
| Limits of Liability(Each Wrongful Act): | | |
| Annual Aggregate: | | |
| Deductible per Occurrence: | | |
| **Auto Liability** | Effective Date: | |
| | Anniversary Date: | |
| Limits of Liability (Each Occurrence): | | |
| Deductible per Occurrence: | | |
| **Auto Physical Damage** | Effective Date: | |
| | Anniversary Date: | |
| Limits of Liability: | | |
| Collision Deductible: | | |
| Comprehensive Deductible: | | |

| | Yes | No |
|---|---|---|
| Loss Payee: | | |

| | | |
|---|---|---|
| **Real & Personal Property** | Effective Date: | |
| | Anniversary Date: | |
| Limits of Coverage: | | |
| Deductible per Occurrence: | | |
| **Mobile Equipment** | Effective Date: | 7/1/2014 |
| | Anniversary Date: | 7/1/2015 |
| Limits of Coverage: | | $3,143,790 |
| Deductible per Occurrence: | | $1,000 |
| **Boiler & Machinery - Broad Form** | Effective Date: | |
| | Anniversary Date: | |
| Per Accident Limit: | | |
| Deductible per Occurrence: | | |

| | Yes | No |
|---|---|---|
| Mortgagee | | X |
| Loss Payee | X | |
| Loan Number: | | |

| Year/Make/Model | VIN | Value |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Loan Number: | | |

**DESCRIPTION:**
Evidence of Coverage. (2) 2009 Volvo Excavators VIN: 110295 & 110200. Value each: $344,813. (Lease duration is 25 months.)

*Cancellation:* Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

**Authorized Representative** Angie Duarte

**Date Issued** 7/14/2014

X102
10/15/08

TML
INTERGOVERNMENTAL RISK POOL

# Certificate of Coverage

| TML-IRP Contract Number: | 9368 |
|---|---|

**Member:**
Hidalgo County Drainage District #1
Ms. Lora Briones
Financial Officer
902 N Doolittle Rd
Edinburg,Texas 78539-8670

**Company Affording Coverage:**
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

**Certificate Holder:**

Caterpillar Financial Services Corporation
2120 West End Ave. 5th Floor
Nashville, TN 37203

**This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.**

**General Liability**
Effective Date: 7/1/2014
Anniversary Date: 7/1/2015
Limits of Liability (Each Occurrence): $5,000,000
Sudden Events Involving Pollution (Each Occurrence): $2,000,000
Annual Aggregate: $10,000,000
Deductible per Occurrence: $5,000

**Law Enforcement Liability**
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

**Errors and Omissions Liability**
Effective Date:
Anniversary Date:
Limits of Liability(Each Wrongful Act):
Annual Aggregate:
Deductible per Occurrence:

**Auto Liability**
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Deductible per Occurrence:

**Auto Physical Damage**
Effective Date:
Anniversary Date:
Limits of Liability:
Collision Deductible:
Comprehensive Deductible:

| | Yes | No |
|---|---|---|
| Loss Payee: | X | |

**Real & Personal Property**
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

**Mobile Equipment**
Effective Date: 7/1/2014
Anniversary Date: 7/1/2015
Limits of Coverage: $3,143,790
Deductible per Occurrence: $1,000

**Boiler & Machinery - Broad Form**
Effective Date:
Anniversary Date:
Per Accident Limit:
Deductible per Occurrence:

| | Yes | No |
|---|---|---|
| Mortgagee | | X |
| Loss Payee | X | |
| Loan Number: | | |

| Year/Make/Model | VIN | Value |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Loan Number: | | |

**DESCRIPTION:**
Evidence of coverage for 2008 Caterpillar, Model D67XL Bulldozer WFH0422 $285,200, 2009 Caterpillar, Model 120M Motor Grader B9C00409 $176,800, 2009 Caterpillar, Model D6T Bulldozer WFH474 $285,200.

*Cancellation:* Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

**Authorized Representative**

**Date Issued**
7/14/2014

X102
10/15/08

# Certificate of Coverage

TML INTERGOVERNMENTAL RISK POOL

| TML-IRP Contract Number: | 9368 |
|---|---|

**Member:**

Hidalgo County Drainage District #1
Ms. Lora Briones
Financial Officer
902 N Doolittle Rd
Edinburg,Texas 78539-8670

**Company Affording Coverage:**

Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

**Certificate Holder:**

Hidalgo County Wide Pct. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

**This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.**

**General Liability**

| | |
|---|---|
| Effective Date: | 7/1/2014 |
| Anniversary Date: | 7/1/2015 |
| Limits of Liability (Each Occurrence): | $5,000,000 |
| Sudden Events Involving Pollution (Each Occurrence): | $2,000,000 |
| Annual Aggregate: | $10,000,000 |
| Deductible per Occurrence: | $5,000 |

**Law Enforcement Liability**

| | |
|---|---|
| Effective Date: | |
| Anniversary Date: | |
| Limits of Liability (Each Occurrence): | |
| Annual Aggregate: | |
| Deductible per Occurrence: | |

**Errors and Omissions Liability**

| | |
|---|---|
| Effective Date: | |
| Anniversary Date: | |
| Limits of Liability(Each Wrongful Act): | |
| Annual Aggregate: | |
| Deductible per Occurrence: | |

**Auto Liability**

| | |
|---|---|
| Effective Date: | |
| Anniversary Date: | |
| Limits of Liability (Each Occurrence): | |
| Deductible per Occurrence: | |

**Auto Physical Damage**

| | |
|---|---|
| Effective Date: | |
| Anniversary Date: | |
| Limits of Liability: | |
| Collision Deductible: | |
| Comprehensive Deductible: | |

| | Yes | No |
|---|---|---|
| Loss Payee: | X | |

**Real & Personal Property**

| | |
|---|---|
| Effective Date: | |
| Anniversary Date: | |
| Limits of Coverage: | |
| Deductible per Occurrence: | |

**Mobile Equipment**

| | |
|---|---|
| Effective Date: | 7/1/2014 |
| Anniversary Date: | 7/1/2015 |
| Limits of Coverage: | $3,143,790 |
| Deductible per Occurrence: | $1,000 |

**Boiler & Machinery - Broad Form**

| | |
|---|---|
| Effective Date: | |
| Anniversary Date: | |
| Per Accident Limit: | |
| Deductible per Occurrence: | |

| | Yes | No |
|---|---|---|
| Mortgagee | | X |
| Loss Payee | X | |
| Loan Number: | | |

| Year/Make/Model | VIN | Value |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Loan Number: | | |

**DESCRIPTION:**
Evidence of coverage.

*Cancellation:* Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

**Authorized Representative**

Miguel Arcat

**Date Issued**

7/14/2014

X102
10/15/08

# Certificate of Coverage

TML INTERGOVERNMENTAL RISK POOL

| TML-IRP Contract Number: | 9368 |
|---|---|

**Member:**
Hidalgo County Drainage District #1
Ms. Lora Briones
Financial Officer
902 N Doolittle Rd
Edinburg,Texas 78539-8670

**Company Affording Coverage:**
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

**Certificate Holder:**

Romco Equipment Co.
312 Park Street
Mercedes, Texas 78570

**This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.**

**General Liability**
Effective Date: 7/1/2014
Anniversary Date: 7/1/2015
Limits of Liability (Each Occurrence): $5,000,000
Sudden Events Involving Pollution (Each Occurrence): $2,000,000
Annual Aggregate: $10,000,000
Deductible per Occurrence: $5,000

**Law Enforcement Liability**
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

**Errors and Omissions Liability**
Effective Date:
Anniversary Date:
Limits of Liability(Each Wrongful Act):
Annual Aggregate:
Deductible per Occurrence:

**Auto Liability**
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Deductible per Occurrence:

**Auto Physical Damage**
Effective Date:
Anniversary Date:
Limits of Liability:
Collision Deductible:
Comprehensive Deductible:

| | Yes | No |
|---|---|---|
| Loss Payee: | X | |

**Real & Personal Property**
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

**Mobile Equipment**
Effective Date: 7/1/2014
Anniversary Date: 7/1/2015
Limits of Coverage: $3,143,790
Deductible per Occurrence: $1,000

**Boiler & Machinery - Broad Form**
Effective Date:
Anniversary Date:
Per Accident Limit:
Deductible per Occurrence:

| | Yes | No |
|---|---|---|
| Mortgagee | | X |
| Loss Payee | X | |
| Loan Number: | | |

| Year/Make/Model | VIN | Value |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Loan Number: | | |

**DESCRIPTION:**
Evidence of coverage for Rented/Leased Equipment by Hidalgo Co Drainage District #1

*Cancellation:* Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

**Authorized Representative** Angie Diaz

**Date Issued** 7/14/2014

X102
10/15/08

TML
INTERGOVERNMENTAL RISK POOL

# Certificate of Coverage

| TMLIRP Contract Number: | 9368 |
|---|---|

**Member:**
Hidalgo County Drainage District #1
Ms. Lora Briones
Financial Officer
902 N Doolittle Rd
Edinburg,Texas 78539-8670

**Company Affording Coverage:**
Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

**Certificate Holder:**
RSC Equipment Rental
3925 N Cage Blvd
Pharr, TX 78577
Account #681387

**This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.**

**General Liability**
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Sudden Events Involving Pollution (Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

**Law Enforcement Liability**
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

**Errors and Omissions Liability**
Effective Date:
Anniversary Date:
Limits of Liability(Each Wrongful Act):
Annual Aggregate:
Deductible per Occurrence:

**Auto Liability**
Effective Date: 7/1/2014
Anniversary Date: 7/1/2015
Limits of Liability (Each Occurrence): $500,000
Deductible per Occurrence: $1,000

**Auto Physical Damage**
Effective Date: 7/1/2014
Anniversary Date: 7/1/2015
Limits of Liability: ACV or Agreed Value as scheduled
Collision Deductible: $1,000
Comprehensive Deductible: $1,000

| | Yes | No |
|---|---|---|
| Loss Payee: | X | |

**Real & Personal Property**
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

**Mobile Equipment**
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

**Boiler & Machinery - Broad Form**
Effective Date:
Anniversary Date:
Per Accident Limit:
Deductible per Occurrence:

| | Yes | No |
|---|---|---|
| Mortgagee | | |
| Loss Payee | | |
| Loan Number: | | |

| Year/Make/Model | VIN | Value |
|---|---|---|
| 2006 Ford F750 | 3FRXF75EX6V384401 | ACV |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Loan Number: | | |

**DESCRIPTION:**
Evidence of coverage.

*Cancellation:* Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

**Authorized Representative** Virginia Perez

**Date Issued** 7/14/2014

X102
10/15/08

**AI -50184** **10.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

Request approval of an Agreement between the District and First Southwest, LLC for Continuing Disclosure Services. First Southwest will assist the District with continuing disclosure obligation to the investing public as set forth by the provisions of the Securities and Exchange Commission Rule 15c2-12. Contingent upon review from Legal.

BACKGROUND

---

Fiscal Impact

Attachments

FSW Disclosure Agreement

---

**Form Review**

| **Inbox** | **Reviewed By** | **Date** |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/18/2015 11:59 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |

Form Started By: Lora Briones Started On: 06/18/2015 11:27 AM

Final Approval Date: 06/19/2015

**AGREEMENT**
**FOR**
**CONTINUING DISCLOSURE SERVICES**
**BY AND BETWEEN**

**HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE**
**(HEREINAFTER REFERRED TO AS THE "ISSUER")**

**AND**
**FSC CONTINUING DISCLOSURE SERVICES,**
**A DIVISION OF FIRST SOUTHWEST COMPANY, LLC**

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the "Bonds"), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule").

The Issuer has agreed to engage FSC Continuing Disclosure Services, a Division of First Southwest Company, LLC ("Continuing Disclosure Services"), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the "Annual Reports") and the reporting of certain specified events (the "Events"), which are set forth in the Issuer's undertakings, the Rule and in Subsection 2c. below.

This agreement (the "Agreement") between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.

2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer's continuing disclosure obligations:

    a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;

    b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;

    c. assist the Issuer in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and notices concerning the occurrence of the specified Events and other items listed below:

        1) Principal and interest payment delinquencies
        2) Non-payment related defaults

3) Unscheduled draws on debt service reserves reflecting financial difficulties
4) Unscheduled draws on credit enhancements reflecting financial difficulties
5) Substitution of credit or liquidity providers, or their failure to perform
6) Adverse tax opinions or events affecting the tax-exempt status of the security
7) Modifications to rights of security holders
8) Bond calls
9) Defeasances
10) Release, substitution, or sale of property securing repayment of the securities
11) Rating changes
12) The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities of the Issuer
13) Tender offers
14) Bankruptcy, insolvency, receivership or similar proceeding
15) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
16) Appointment of a successor or additional trustee or the change of the name of a trustee
17) Noncompliance with the Rule

d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), which is the Municipal Securities Rulemaking Board ("MSRB"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.

e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

3. Issuer acknowledges and agrees to the following:

a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:

1) $1,500 per year for assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing with the SID and/or NRMSIR or

2) $3,500 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with the SID and NRMSIR, plus

3) $100 minimum fee for assistance in preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of $125 per hour for all time in excess of five (5) hours

spent in assisting with preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule.

b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.

c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.

d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.

e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.

f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.

g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.

h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.

i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.

4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult

with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.

5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses) which Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs and expenses result directly from Continuing Disclosure Services' willful misconduct or gross negligence in the distribution of such information.

   In order to provide for just and equitable contribution, if a claim for indemnification pursuant to the foregoing indemnification provision is made, but it is determined in an appropriate proceeding that such indemnification may not be enforced, even though the express provisions hereof provide for indemnification in such case, then the Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, shall contribute to the claims, damages, losses, liabilities, costs and expenses to which Continuing Disclosure Services may be subject in accordance with the relative benefits received by Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, and also the relative fault of Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, in connection with the acts or omissions which resulted in such claims, damages, losses, liabilities, costs or expenses; and relevant equitable considerations shall also be considered. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice, except that the fees for the first year's service will be invoiced and be payable upon acceptance of this Agreement.

   In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this

Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.

8. **Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days' written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

**Provision of Notices**

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Hidalgo County Drainage District Number One
902 North Dolittle
Edinburg, Texas 78541
Lora Briones
Financial Officer
Phone: (956) 292-7080
Email: lora.briones@hcdd1.org

FSC Continuing Disclosure Services, a Division of First Southwest Company, LLC

325 North St. Paul Street, Suite 800
Dallas, Texas 75201
Attention: Tanya Calvit
Assistant Vice President for Continuing Disclosure
Phone: (214) 953-4037
Fax: (214) 953-4050
Email: tanya.calvit@firstsw.com

**Acceptance of Agreement**

9. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

FSC Continuing Disclosure Services, a Division of First Southwest Company, LLC

By _____
Hill A. Feinberg
Chairman and Chief Executive Officer

By _____
Tanya Calvit
Assistant Vice President

Date _____

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Hidalgo County Drainage District Number One, on this the _____ day of _____, 2015.

By _____
Authorized Representative

_____
Title

**AI -50169** **11.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

A.) Requesting approval to utilize the District's option to extend Service Contract No. HCDD1-14-013-06-30A "Hauling of Dirt with an Option to Load" for one (1) additional year under the same rates, terms and conditions.

B.) Requesting approval to utilize the District's option to extend Service Contract No. HCDD1-14-014-06-30B "Hauling Services - Cement Rip Rap" for one (1) additional year under the same rates, terms and conditions.

BACKGROUND

---

Fiscal Impact

Attachments

backup

---

**Form Review**

| **Inbox** | **Reviewed By** | **Date** |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/18/2015 11:59 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |

Form Started By: Jaime Salazar Started On: 06/17/2015 05:15 PM

Final Approval Date: 06/19/2015

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

June 18, 2015

Roy's Hauling Service
Attn: Roy Balderas Jr., VP
P.O. Box 1896
Edinburg, Texas 78541

Re: Contract No. HCDD1-14-014-06-30B "Hauling Services Cement Rip Rap"

Dear Mr. Balderas,

The Hidalgo County Drainage District No.1 will request approval by the Board of Directors on Tuesday, June 23, 2015; to exercise the option to extend Contract No. HCDD1-14-014-06-30B for one (1) year as stated on "Exhibit A Contract Term". Effective date (if approved) will be June 30, 2015, under the same rates, terms and conditions and will expire on June 29, 2016.

Please acknowledge receipt of this notice of intent to extend by signing below. Please fax signed copy to (956) 292-7089 or email: jaime.salazar@hcdd1.org , Mail original to Hidalgo County Drainage District No. 1, 902 N. Doolittle, Edinburg, TX 78542.

✓ Yes, I hereby agree to extend Contract No. HCDD1-14-014-06-30B one (1) year under the same rates, terms and conditions as stated in the specifications of the current contract.

_____ No, I do not agree to the one (1) year extension of the current HCDD1-14-014-06-30B under the same rates, terms, and conditions as stated in the specifications of the current contract.

By: _____ Date: 06/18/2015

Hidalgo County Drainage District No.1

_____
Jaime J. Salazar, Buyer

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

June 18, 2015

Roy's Hauling Service
Attn: Roy Balderas Jr., VP
P.O. Box 1896
Edinburg, Texas 78541

Re: Contract No. HCDD1-14-013-06-30A "Hauling of Dirt with an Option to Load"

Dear Mr. Balderas,

The Hidalgo County Drainage District No.1 will request approval by the Board of Directors on Tuesday, June 23, 2015; to exercise the option to extend Contract No. HCDD1-14-013-06-30A for one (1) year as stated on "Exhibit A Contract Term". Effective date (if approved) will be June 30, 2015, under the same rates, terms and conditions and will expire on June 29, 2016.

Please acknowledge receipt of this notice of intent to extend by signing below. Please fax signed copy to (956) 292-7089 or email: jaime.salazar@hcdd1.org , Mail original to Hidalgo County Drainage District No. 1, 902 N. Doolittle, Edinburg, TX 78542.

____ Yes, I hereby agree to extend Contract No. HCDD1-14-013-06-30A one (1) year under the same rates, terms and conditions as stated in the specifications of the current contract.

_____ No, I do not agree to the one (1) year extension of the current HCDD1-14-013-06-30A under the same rates, terms, and conditions as stated in the specifications of the current contract.

By: _____ Date: 06/18/2015

Hidalgo County Drainage District No.1

_____

Jaime J. Salazar, Buyer

**AI -50158** **12.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Raul Sesin

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

A.) Requesting approval of Hidalgo County Drainage District No.1 Pipeline and Utility Permit Application Packet.

B.) Requesting approval of Hidalgo County Drainage District No. 1 Employee Performance Review Form.

C.) Discussion and approval of District's Construction Payment Guide and related exhibits to become part of District's procedural forms when processing construction payments.

BACKGROUND

---

Fiscal Impact

Attachments

Pipeline Utility Permit App

Employee Performance

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/19/2015 11:24 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |
| Form Started By: Jaime Salazar | | Started On: 06/17/2015 03:23 PM |
| Final Approval Date: 06/19/2015 | | |

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 North Doolittle Rd.
Edinburg, Texas 78542
Office (956) 292-7080
Fax (956) 292-7089

# PIPELINE AND UTILITY PERMIT APPLICATION PACKET

---

**Contact the Hidalgo County Drainage District General Manager to discuss the scope of the project**

---

1. Please return the following for processing (in duplicate):
   a. Permit application form.
   b. Locator map.
   c. Plans/profile of pipe or utility crossing.
   d. Applicant's insurance certificate (in compliance with Schedule A).

2. Check payable to Hidalgo County Drainage District No. 1 for appropriate fees(s) as required.

Hidalgo County Drainage District No. 1 will attempt to process permit applications within a minimum of 30 days after receipt of the above required information.

All questions regarding this application should be addressed to the Hidalgo County Drainage District No. 1 General Manager.

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

**APPLICATION AND AGREEMENT FOR PIPELINE OR UTILITY PERMIT**

Date: _____

_____ (hereinafter referred to as "Applicant") does hereby make application to the Hidalgo County Drainage District No. 1 (hereinafter referred to as "HCDD") to construct, maintain and repair pipelines or utilities across the easements, ditches, streams, drainage ways, property or property interest as described below.

Information required:

1. Name and Address of Applicant: _____

   _____

2. Name and Address of company or agency owning Pipeline or Utility (please indicate if same as Applicant): _____

   _____

3. Name and Address of operator of Pipeline or Utility (please indicate if same as Applicant): _____

   _____

4. Name and Address of contractor to install Pipeline or Utility: _____

   _____

5. Estimated date of installation of Pipeline or Utility: _____

   _____

6. Location of Pipelines or Utilities (Tract No., Survey, Abstract No.): _____

   _____

   _____

7. Hidalgo County Drainage District No. 1's easements, ditches, streams, or other drainage ways, property or property interest to be crossed: _____

8. Names and Addresses of fee owners of property involved and copy of Pipeline or Utility easements acquired: _____

9. Number and size of lines: _____

10. Pressure (each line): _____

11. Content (each line): _____

12. Is this a common carrier pipeline or utility? If yes, please submit the Applicant's Texas Railroad Commission Form "T-4" or similar form designating the facility:

13. Does Applicant have the Power of Eminent Domain? _____

14. Will the product be carried for hire or by the owner of the goods? _____

15. Where is the origin of the line? _____

16. Where is the destination of the line? _____

If requested permit is granted by HCDD, Applicant, in consideration thereof, agrees and binds itself as follows:

1. All pipelines or utilities herein will be placed at least sixty inches (60") above existing or planned channel cross sections flow line of ditch as measured from the lowest point of the pipeline or utility. Overhaul utitilty lines may be installed at a minimum elevation of 45 feet above the berm of the ditch.

2. Location map, profile, and plans concerning the proposed pipeline or utility crossing will furnished with this application.

3. HCDD will be notified in writing ten days prior to the beginning date of construction under this permit.

4. Applicant will bear the entire expense of all future relocations of any pipelines or utilities should such relocation, at the sole discretion of the Board of Directors of Hidalgo County Drainage District No. 1, be necessary for improvements, alteration, or maintenance of the HCDD's easement or property of interest.

5. Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through or upon the property on/in which the pipelines or utilities are located; it is specifically understood and agreed that the adequacy of the flow of water referenced herein shall be within the sole discretion of the HCDD.

6. Applicant will notify the HCDD at least 48 hours prior to completion of its work and removal of its equipment from the job site to permit HCDD to make an inspection.

7. Upon notification by the HCDD, the Applicant will promptly repair or rectify any deficiency or condition caused by the Applicant's operations or installations under this permit. Applicant will leave easement in as near the same condition or better, in the HCDD's sole judgment, as it existed prior to the commencement of the operations under this permit.

8. HCDD shall not be liable or responsible for, and shall be saved and held harmless by Applicant, and further shall be indemnified by Applicant, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in whole or in part from the negligence of the HCDD.

It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnity and protect HCDD from the consequences of HCDD's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.

Applicant further agrees to defend, at its own expense, with attorneys acceptable to HCDD and on behalf of the HCDD, and in the name of Hidalgo County Drainage District No. 1, any claim or litigation brought against the HCDD in connection with any such injury, death or damage.

Before construction is begun on such pipeline or utility crossings, Applicant will furnish to the HCDD a certificate of insurance (or other security approved by the HCDD) payable to Hidalgo County Drainage District No. 1 and protecting Hidalgo County Drainage District No. 1 (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.

9. HCDD makes no warranties, expressed or implied, in the granting of this permit; nor does HCDD purport to grant any property interest or exclusive privileges whatsoever by granting such permit. It is specifically understood that HCDD is not the agent for, nor does it act for, the fee owners or any persons or entities having any right, or title to possession of the land upon which the HCDD's easement or other property interest is located. Furthermore, in granting this permit the HCDD makes no representation or warranty that it has any property interest, including, but not limited to, an easement or right of way, in the land upon which Applicant constructs, maintains, repairs, or modifies the pipelines or utilities, made the subject of this application, nor does HCDD make any representation or warranty as to the validity, quality or extent of such property interest, if any. Applicant acknowledges its understanding that HCDD in granting this permit, does not convey or grant to Applicant any rights, title or interest for which is has no legal authority to grant or convey.

10. Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies required by law before installation or construction is begun.

11. Applicant will install its pipelines and utilities in a manner and location as shown in the plans and specifications filed with HCDD in support of this application for permit. HCDD's engineer or other representative may at any time make such inspection as such engineer or other representation may deem necessary to assure that the construction of the pipeline or utilities is in accordance with the plans and specifications submitted, and said engineer or representative shall have the right to temporarily suspend Applicant's work if necessary, while such

inspection is being made. Should Applicant not install the pipelines or utilities in accordance with the terms and conditions of this permit, Applicant agrees that the HCDD shall have the right to require, at Applicant's expense, the removal of the pipelines and utilities and its replacement in conformance to said plans and specifications and conditions of this permit. HCDD may revoke this permit and suspend all work hereunder if it is determined by HCDD that the pipelines or utilities are not being installed in accordance with such plans and specifications and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against HCDD.

12. Except in emergency situations where it is necessary to protect life and property, Applicant will not make any change, modification, or alteration in or to the pipelines or utilities without first securing a new or amended permit from HCDD prior to the making of any such change. Applicant will maintain the pipelines or utilities hereby authorized in good and safe condition, and in accordance with plans, specifications, and this permit.

13. All pipeline and utility crossing locations under this permit shall be identified with appropriate markers installed three feet above ground on metal posts at such points and at such distances from HCDD's ditch as may be approved by the HCDD's engineer or representative. Applicant will remove and then replace any markers, when so designated by the HCDD's engineer or representative, as necessary to facilitate maintenance or construction on HCDD's ditch, easement or right of way.

14. Applicant agrees to pay HCDD a permit fee to cover administrative costs in the amount of $500.00 plus a reimbursement to HCDD for any necessary engineering fees which may be incurred for the study and processing of the Application, for each crossing of an HCDD ditch. This fee will permit a single pipeline or utility to cross at a single crossing location. Applicant further agrees to pay an additional fee of $290.00 for each additional line included in permit application at the same crossing location; however, more than one crossing location may be included in a single application.

    Requests to lay additional line or lines, not included in an initial permit application, must be made by separate application, with new permit fees paid accordingly and support data provided.

    All permits fees must be submitted with the application for permit.

    Permit fees submitted with this application for which pipeline or utility crossing are not approved by HCDD Board of Directors will be refunded to Applicant.

    Permit fees may be waived where Applicant is a state, county, municipality, or a special political division.

15. The Applicant is allowed one hundred twenty days (120) from the granting of the permit to start construction of the pipelines or utilities crossing. Once started, the Applicant is allowed ninety (90) days to complete all work under such permit. All construction must be completed within two hundred ten (210) days from the date of issuance of permit. Upon application, extension of the time periods set forth in this paragraph may be granted by the HCDD Board of Directors. Such applications for extension must be received by HCDD at least thirty days before the expiration of the two hundred ten (210) days period. A new permit fee, in accordance with Paragraph 14 hereof, will be charged for each extension granted.

    Construction of any pipeline or utility crossing will not begin until written approval has been given by HCDD.

16. All provisions of the Pipeline and Utility Permit Administration Policy of HCDD, if any, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.

17. Applicant warrants and represents that it has secured from all fee owners of the involved property an easement or other property rights to construct, repair or modify the pipeline or utility in the manner set forth herein.

18. This Pipeline and Utility Permit if granted by HCDD is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.

19. HCDD requires the coordinates and elevations of all crossings in NAD 1983 and NAVD 1988 State Plane Texas South for each utility crossing.

20. This permit constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit shall not be altered or amended except by an agreement in writing executed by the parties hereto.

21. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Pipeline or Utility Permit.

DATED this _____ day of _____, 20___.

_____
(Name of Applicant – Printed or Typed

By: _____
Signature
Title: _____

STATE OF TEXAS

COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant, _____, on this _____ day of _____, 20___, to which witness my hand and seal of office.

_____
Notary Public for the State of Texas
My Commission Expires: _____

## APPROVAL OF APPLICATION BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Came on for consideration this _____ day of _____, 20___. The above and foregoing Application for Pipeline and Utility Permit, and after consideration of the same by the Board of Directors of the Hidalgo County Drainage District No. 1, said Application and Agreement for Pipeline or Utility Permit is hereby APPOVED.

Hidalgo County Drainage District No. 1

_____

Chairman, of the Board

# EXHIBIT A

The overhead transmission line shall be constructed and maintained in such a manner as to provide a minimum vertical clearance (at the temperature of 60 degrees Fahrenheit) of not less than 80 feet above the top bank of any drainage ditch and horizontal distance between any structure (poles, anchors, guy wires or any other structure currently located or to be located by Applicant within the HCDD right of way) of at least 95 feet (at the temperature of 60 degrees Fahrenheit).

No structure (poles guy wires, anchors) or any other structure shall be located closer than 35 feet from the toes of any drainage ditch banks.

Guy wires may be anchored within the HCDD right of way in such a manner that they do not interfere with the operation and/or maintenance of the ditch or related structures. A witness post, not less than five feet (5') above the ground, shall be installed by each anchor or the cable shall be wrapped up to a point at least five feet (5') above the ground with a bright colored material to make it obviously visible.

It shall be the Applicant's responsibility to maintain the areas clear of brush within a ten foot (10') radius of each pole, under the guy wires and around the anchors, on both sides of the ditch and within the HCDD's right of way limits.

# Hidalgo County Drainage District No. 1

Employee Performance Review

| Employee Information | |
|---|---|
| Name: | Employee ID/Slot No.: |
| Position Title: | Date: |
| Department: | Supervisor: |
| Review Period Form: | To: |

| Rating Range | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Performance Areas:** | | | | | | | | | | | |
| 1. Has the skill, knowledge, and ability to perform assigned tasks. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| 2. Completes assigned work and tasks correctly and on a timely basis as per required procedures. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| 3. Operates and maintains all assigned equipment and other work tools as required. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| 4. Takes the initiative to perform new and unassigned work related tasks when required. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| 5. Works independently on assigned tasks with minimum supervision. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| 6. Works cooperatively with coworkers, supervisor's, and others, including the general public when applicable. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| 7. Is punctual and reports to work according to assigned work schedule and according to assigned work hours. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| 8. Communicates clearly and effectively, both orally and in writing. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| 9. Observes and complies with all district standard operating procedures. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| 10. Observes and complies with all district work rules and safety procedures. | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | |
| | | | | | | | | | | **Total** | |

| Overall Performance Rating: | | | |
|---|---|---|---|
| Does Not Meet Requirements (DNMR) | 69 or Less | Exceeds Requirements (ER) | 80 to 89 |
| Meets Requirements (MR) | 70 to 79 | Exceptional Performance (EP) | 90 to 100 |

**Hidalgo County Drainage District No. 1**
Employee Performance Review

| Other Comments (If Any): |
|---|
| |
| |
| |
| |
| |
| |

**This annual/periodic performance review will become part of your personnel file. Please sign below to acknowledge that you have received this document.**

| Employee Review: | |
|---|---|
| By signing this form, you confirm that this evaluation has been reviewed with you. | |
| Employee Signature: | Date: |
| Immediate Supervisor: | Date: |
| General Manager | Date: |

**Hidalgo County Drainage District No. 1**
Employee Performance Review

| Other Comments (If Any): |
|---|
| |
| |
| |
| |
| |
| |

**This annual/periodic performance review will become part of your personnel file. Please sign below to acknowledge that you have received this document.**

| Employee Review: | |
|---|---|
| By signing this form, you confirm that this evaluation has been reviewed with you. | |
| Employee Signature: | Date: |
| Immediate Supervisor: | Date: |
| Maintenance & Operations Director | Date: |

**AI -50226** **13.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue manual payment on the following items:
Application for Payment No. 4 in the amount of $11,700.00 from Texas Cordia Construction, LLC related to Construction Contract No. HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain. Project Engineer: DOS Logistics, Inc.

BACKGROUND

Fiscal Impact

Attachments

TxCordia PMT#4-Alamo Exp Drain

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/19/2015 12:06 PM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |

Form Started By: Claudette Guerrero Started On: 06/19/2015 11:59 AM

Final Approval Date: 06/19/2015

# Hidalgo County Drainage District No. 1

902 North Doolittle Road Edinburg, Texas 78542 Office: (956) 292-7080 Fax: (956) 292-7089

## Invoice Processing Checklist

| | |
|---|---|
| Date Received: | 4/28/2015 |
| Engineer/Firm Name: | DL, Inc./ Texas Cordia Const. LLC. |
| Project Name/Number: | Alamo Expressway Drain |
| Invoice No.: | Pay Application No. 4 |
| Purchase Order No.: | 625452 |
| Received By: | Rosa Arce |
| Forwarded to: | |
| Total # of Pages Submitted: | 13 |
| Attachments: | NA |

Additional Comments:

DL, INC.
DOS LOGISTICS, INC.

**Dos Logistics, Inc. - Corporate**
***T.B.P.E. Firm Registration #F-9225***

April 28, 2015

Mr. Jaime Salazar, Buyer
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg, TX. 78542

Re: Pay Application and Certificate No. 4
Project: PCT. 2 Alamo Expressway Drain
HCDD1-14-008-07-08
Contractor: Texas Cordia Construction, LLC

Mr. Salazar
Attached for payment is Pay Application No. 4 for the aforementioned project. The application has been reviewed and approved by Dos Logistics Inc. for further processing as follows:

Original Contract...$ 920,573.00
Pay Application Amount...$ 11,700.00

For the work period ending on April 20, 2015
If you should have any questions or comments please feel free to contact us at 956.968.8800.

Respectfully Submitted,

Oscar Cancino, P.E.
Principal
Dos Logistics, Inc.

Attach: Application and Certificate
Continuation Sheet(s)

# APPLICATION AND CERTIFICATE FOR PAYMENT



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

**FROM CONTRACTOR:**
Texas Cordia Construction, LLC
3149-A Center Point Dr
Edinburg TX 78539

**PROJECT:** PCT. 2 Alamo Expressway Drain
HCDD1-14-008-07-08

**ENGINEER:** Dos Logistics, Inc.
1002 E. Expressway 83
Weslaco, TX 78596

**CONTRACT FOR:** PCT. 2 Alamo Expressway Drain

| | |
|---|---|
| **APPLICATION #:** | 4 |
| **APPLICATION DATE:** | 4/27/2015 |
| **PERIOD TO:** | 4/20/2015 |
| **PROJECT NO:** | 14-008-07-08 |
| **P.O. No.:** | 625452 |
| **CONTRACT DATE:** | 7/8/2014 |
| **CONTRACT DAYS:** | 120 |
| **CONTRACT FIRST WORK DAY:** | |

**Distribution to:**

- [X] Owner
- [ ] Const. Mgr
- [ ] Architect
- [ ] Contractor
- [ ] Engineer

## 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** | $ | 920,573.00 |
| **2. Net change by Change Orders** | $ | |
| **3. CONTRACT SUM TO DATE (Line 1 +/- 2)** | $ | 920,573.00 |
| **4. TOTAL COMPLETED & STORED TO DATE** | $ | 178,656.00 |
| **A. MATERIALS ON HAND** (Column G on Continuation Sheet) | | |
| **5. RETAINAGE:** | | |
| a. 10.0% of Completed Work (Column O on Continuation Sheet) | $ | 17,865.60 |
| b. 10.0% of Stored Material (Column O on Continuation Sheet) | $ | |
| Total Retainage (Line 5a + 5b or Total in Column O of Continuation Sheet) | $ | 17,865.60 |
| **6. TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total) | $ | 160,790.40 |
| **7. LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) | $ | 149,090.40 |
| **8. CURRENT PAYMENT DUE** | $ | 11,700.00 |
| **9. BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6) | $ | 759,782.60 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | | |

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: _____ Date: 4/27/2015

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 27th day of April, 2015

Notary Public: _____
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** ---------- $ 11,700.00

*(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: Dos Logistics, Inc.**

By: _____, P.E. Date: 4-28-15

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

# CONTINUATION SHEET



ATTACHMENT TO PAY APPLICATION

PROJECT: PCT. 2 Alamo Expressway Drain HCDD1-14-008-07-08

APPLICATION NUMBER: 4
APPLICATION DATE: 4/27/2015
PERIOD TO: 4/20/2015
PROJECT NO: 14-008-07-08

| Item No. | Description of Work | UNIT PRICE | CONTRACT QTY | CONTRACT UNIT | SCHEDULED VALUE | Previous Application QTY | Previous Application AMOUNT | Completed This Period QTY | Completed This Period AMOUNT | MOH Previous Application | | MOH This Period QTY | MOH This Period AMOUNT | Completed To Date QTY | Completed To Date AMOUNT | % RET | Balance To Finish (F-L) | RET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **BASE BID** | | | | | | | | | | | | | | | | | |
| 1 | EMBANKMENT (NATIVE MATERIAL) | $12.00 | 2145 | CY | $ 25,740.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 25,740.00 | $ - |
| 2 | EMBANKMENT (LEVEE GRADE FILL) | $18.00 | 910 | CY | $ 16,380.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 16,380.00 | $ - |
| 3 | HYDROMULCH SEEDING (PERM)(WATERING INCLUDED) | $1.00 | 4000 | SY | $ 4,000.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 4,000.00 | $ - |
| 4 | CALICHE 6" (NEW)(COMPACTED IN PLACE) | $90.00 | 79 | CY | $ 7,110.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 7,110.00 | $ - |
| 5 | CEMENT STABILIZED BACKFILL (2 SACKS/CY) | $150.00 | 430 | CY | $ 64,500.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 64,500.00 | $ - |
| 6 | TREENCH EXCAVATION PROTECTION | $120.00 | 142 | LF | $ 17,040.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 17,040.00 | $ - |
| 7 | REINFORCED CONCRETE WALL (PIPE SUPPORT) | $1,100.00 | 7 | CY | $ 7,700.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 7,700.00 | $ - |
| 8 | CONCRETE RETAINING WALL | $600.00 | 26 | CY | $ 15,600.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 15,600.00 | $ - |
| 9 | CONCRETE RIPRAP (6IN) | $300.00 | 79 | CY | $ 23,700.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 23,700.00 | $ - |
| 10 | RIPRAP (COMMON STONE)(DRY)(6IN) | $100.00 | 395 | CY | $ 39,500.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 39,500.00 | $ - |
| 11 | 5'X5' DUAL CONCRETE BOX (CAST IN PLACE) | $1,005.00 | 137 | LF | $137,685.00 | | $ - | | $ - | | | | | | $ - | 10% | $137,685.00 | $ - |
| 12 | CONCRETE WINGWALLS | $5,600.00 | 2 | EA | $ 11,200.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 11,200.00 | $ - |
| 13 | CONCRETE HEADWALL (VARIES FROM 5' TO 11' HEIGHT) | $1,000.00 | 24 | LF | $ 24,000.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 24,000.00 | $ - |
| 14 | BARRICADES, SIGNS AND TRAFFIC HANDLING | $4,000.00 | 3 | MO | $ 12,000.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 12,000.00 | $ - |
| 15 | CHANNEL EXCAVATION | $9.00 | 5270 | CY | $ 47,430.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 47,430.00 | $ - |
| 16 | CONCRETE COLLAR (CAST IN PLACE) | $3,300.00 | 2 | EA | $ 6,600.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 6,600.00 | $ - |
| 17 | CONSTRUCTION CONCRETE GATEWELL STR. W/SLUICE GATE (2), 5" REINFORCED CONCRETE PLATFORM, GRATE LATCH, LADDER & APPARATUS (CAST IN PLACE) | $111,000.00 | 1 | EA | $111,000.00 | | $ - | | $ - | 2.00 | $ 27,906.00 | | | | $ 27,906.00 | 10% | $ 83,094.00 | $ 2,790.60 |
| 18 | 18" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/12" MANIFOLD, CHECK VALVES & FITTINGS) | $400.00 | 60 | LF | $ 24,000.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 24,000.00 | $ - |
| 19 | 12" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/FITTINGS) SUCTION W/BLINDS & QUICK CONNECTORS | $300.00 | 65 | LF | $ 19,500.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 19,500.00 | $ - |
| 20 | 12' WIDE SWING ACCES GATES (COMPLETE IN PLACE)(PAINTED YELLOW W/OIL BASE PAINT) | $3,000.00 | 2 | EA | $ 6,000.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 6,000.00 | $ - |
| 21 | CONSTRUCTION EXISTS (TY2)(INSTALL)(REMOVE) | $30.00 | 78 | SY | $ 2,340.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 2,340.00 | $ - |
| 22 | TEMP SEDIMENT CONTROL FENCE | $4.00 | 1218 | LF | $ 4,872.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 4,872.00 | $ - |
| 23 | 12" DIESEL PUMP W/(2)12"X20' FLEXIBLE HOSE W/QUICK CONNECTOR | $111,000.00 | 2 | EA | $222,000.00 | | $ - | | $ - | 2.00 | $137,750.00 | | $ - | | $ 137,750.00 | 10% | $ 84,250.00 | $ 13,775.00 |
| 24 | 6'0" X 5'6" CONCRETE SUNCTION BOX (W/GRATES) | $18,000.00 | 1 | EA | $ 18,000.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 18,000.00 | $ - |
| 25 | STRUCTURE EXCAVATION | $12.00 | 2223 | CY | $ 26,676.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 26,676.00 | $ - |
| 26 | CONTINGENCY PLAN (PRELIM. SOILS MAT'L TESTS) | $13,000.00 | 1 | LS | $ 13,000.00 | | $ - | 1 | $ 13,000.00 | | | | | 1 | $ 13,000.00 | 10% | $ - | $ 1,300.00 |
| 27 | CONTINGENCY PLAN (CONST. MAT'L TESTS) | $13,000.00 | 1 | LS | $ 13,000.00 | | $ - | | $ - | | | | | | $ - | 10% | $ 13,000.00 | $ - |
| | SUBTOTAL BASE BID | | | | $920,573.00 | | $ - | | $ 13,000.00 | | $165,656.00 | | $ - | | $ 178,656.00 | | $741,917.00 | $ 17,865.60 |
| | | | | | | | | | | | | | | | | | | |
| | | | | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - | $ - |
| | SUBTOTALS PAGE 2 | | | | $920,573.00 | | $ - | | $ 13,000.00 | | $165,656.00 | | $ - | | $ 178,656.00 | | $741,917.00 | $ 17,865.60 |

**Texas Cordia Construction, LLC** Contractor Name
Starting Date
Project Ending Date
10% Retainage Percent

Application No: 4
Application Date: 04/27/2015
Period To: 04/20/2015
Engineer Firm: Dos Logistic, Inc.
Oscar Cancino, P.E.

**Summary**

| Contract No. | Project Name | Original Schedule Value | Application #1 | Retainage for App #1 | Payment for Application #1 | Application #2 | Retainage for App #2 | Payment for Application # 2 | Application #3 | Retainage for App #3 | Payment for Application # 3 | Application #4 | Retainage for App #4 | Payment for Application # 4 | Total Complete to Date | Retainage to Date | Total Complete Less Retainage | Previous Payment | Balance to Finish |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HCDD1-14-008-07-08 | PCT. 2 - ALAMO EXPRESSWAY DRAIN | $920,573.00 | $100,000.00 | $10,000.00 | $90,000.00 | $27,906.00 | $2,790.60 | $25,115.40 | $37,750.00 | $3,775.00 | $33,975.00 | $13,000.00 | $1,300.00 | $11,700.00 | $178,656.00 | $17,865.60 | $160,790.40 | $149,090.40 | $759,782.60 |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

# Contract Time Statement
# Precinct 2 Alamo Expressway Drain

PAY REQUEST 3 CONTRACTOR Texas Cordia Construction, LLC

PROJECT NO. HCDD1-14-008-07-08 CITY ALAMO DATE WORK BEGAN 8/27/14

TIME COMPUTED FROM DATE WORK COMPLETED

| MONTH | DATE OR DAYS | WORKING DAYS CHARGED | DAYS CREDITED | DESCRIPTION |
|---|---|---|---|---|
| | | | | NTP ISSUED 8/27/14. FIRST WORK DAY 10 DAYS LATER. FIRST DAY OF 120 CALENDAR DAYS 9/8/14 |
| SEPT | 2 | 0 | | WORK STOP DUE TO LEAD TIME TO MANUFACTURE SLIDE GATE AND PUMPS. WORK TO BEGAN |
| NOV | 17 | 0 | | RECEIVED PUMP FROM VENDOR STILL PENDING SLIDE GATE |
| NOV | 21 | 0 | | WORK STOP DUE TO LEAD TIME TO MANUFACTURE SLIDE GATE. |
| JAN | 26 | 0 | | RECEIVED SLIDE GATE FROM VENDOR PENDING IBWC PERMIT |
| MAR | 11 | 0 | | PENDING IBWC PERMIT |
| APR | 21 | 0 | | PENDING IBWC PERMIT |
| | | | | |
| | | | | |
| | | | |

TEXAS CORDIA CONSTRUCTION

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

April 21, 2015

Dos Logistic, Inc.
**Attn: Oscar Cancino, P.E.**
1002 E. Expressway 83
Weslaco, Texas 78596

RE: Precinct No. 2 – Alamo Expressway Drain
HCDD1-14-008-07-08

Dear Mr. Cancino:

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

- None

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

Thank you,

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

**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.*

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

Texas Cordia Construction, LLC

ADDRESS 3149A Center Pointe Drive, Edinburg, TX 78539

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 03

FOR WEEK ENDING 02/07/2015

PROJECT AND LOCATION Pct. 2 Alamo Expressway Drain

PROJECT OR CONTRACT NO. Contact No. HCDD1-14-008-07-08

| (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 | OT. OR ST. | (4) DAY AND DATE S 01 | M 02 | T 03 | W 04 | T 05 | F 06 | S 07 HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | Employee Uniforms | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NO WORK FROM 02/01/15 THRU 2/28/2015 | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date 02/28/2015

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

01 day of February, 2015, and ending the 28 day of February, 2015,

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 (Contractor or Subcontractor) from the full

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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(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:

NO WORK FROM 02/01/2015 - 02/28/2015

| NAME AND TITLE | SIGNATURE |
|---|---|
| Melissa T. Colon - Payroll Coordinator | |

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.

**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.*

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

Texas Cordia Construction, LLC

ADDRESS 3149A Center Pointe Drive, Edinburg, TX 78539

OMB No.: 1235-0008
Expires: 01/31/2015

| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|---|---|---|---|
| 04 | 03/07/2015 | Pct. 2 Alamo Expressway Drain | Contact No. HCDD1-14-008-07-08 |

| (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 | OT. OR ST. | (4) DAY AND DATE S 01 | M 02 | T 03 | W 04 | T 05 | F 06 | S 07 | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | Employee Uniforms | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | |
| NO WORK FROM 03/01/15 THRU 03/31/2015 | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date 03/31/2015

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

01 day of March, 2015, and ending the 31 day of _____, 2015,

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 (Contractor or Subcontractor) from the full

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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

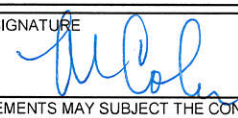
☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

NO WORK FROM 03/01/2015-03/31/2015

| NAME AND TITLE | SIGNATURE |
|---|---|
| Melissa T. Colon - Payroll Coordinator |  |

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.

**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.*

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

Texas Cordia Construction, LLC

ADDRESS 3149A Center Pointe Drive, Edinburg, TX 78539

OMB No.: 1235-0008
Expires: 01/31/2015

| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|---|---|---|---|
| 05 | 04/04/2015 | Pct. 2 Alamo Expressway Drain | Contact No. HCDD1-14-008-07-08 |

| (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 | OT. OR ST. | (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 | | Employee Uniforms | OTHER | TOTAL DEDUCTIONS | |
| | | | | 29 | 30 | 31 | 01 | 02 | 03 | 04 | | | | | | | | | | |
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | |
| NO WORK FROM 04/01/15 THRU 4/30/2015 | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date 04/27/2015

I, Melissa T. Colon (Name of Signatory Party) Payroll Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Texas Cordia Construction, LLC (Contractor or Subcontractor) on the

Pct. 2 Alamo Expressway Drain (Building or Work); that during the payroll period commencing on the

01 day of April, 2015, and ending the 30 day of April, 2015,

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 (Contractor or Subcontractor) from the full

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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(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:

NO WORK FROM 04/01/2015 - 04/30/2015

| NAME AND TITLE | SIGNATURE |
|---|---|
| Melissa T. Colon - Payroll Coordinator | |

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.

DL, INC.
DOS LOGISTICS, INC.

# Letter of Transmittal

| Date:4-28-15 | Job No.: | |
|---|---|---|
| Att : Jaime Salazar | | |
| Pay Appliction # 4 - Alamo Drain | | |
| | | |

**To:** Jaime Salazar - Buyer
Hidalgo County Drainage District
902 N. Doolittle
Edinburg Texas

**From:**
Dos Logistics Inc.
1002 E. Expressway 83
Weslaco, TX 78596

| Routing Method | |
|---|---|
| ☐ US Mail | ☐ Fax |
| ☑ Hand Delivered | ☐ E - Mail |
| ☐ Certified Mail | ☐ FedEx Overnight |

**Sending the following:**

| | | |
|---|---|---|
| ☐ Drawings | ☐ Copy of Letter | ☐ Daily Report |
| ☐ Specifications | ☐ Prints | ☐ Copies |
| ☐ Submittals | ☐ Plans | ☐ Samples |

| Copies | | Description |
|---|---|---|
| 1 | Each | Pay Application # 4- Alamo Expressway Drain |
| | | |
| | | |
| | | |
| | | |

**These are transmitted as checked below:**

| | | |
|---|---|---|
| ☑ For approval | ☑ Approved as submitted | ☐ Resubmit _____ copies for approval |
| ☑ For your use | ☐ Approved as noted | ☐ Submit _____ copies for distribution |
| ☐ As requested | ☐ Return for corrections | ☐ Returned _____ corrected prints |

***Remarks***

**SIGNATURE**

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

**RECEIVED BY:**

**DATE RECEIVED:** APR 28 2015 5:00 AM / PM

BY: Rosa

1002 East Expressway 83
Weslaco, Texas 78596

Bus. (956) 968-8800
Fax (956) 447-8194

**AI -49917** **14.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

Request approval to issue payment as a claim on the following items for professional services performed by Tedsi Infrastructure Group, LTD for Construction Ph.1, Inspection, Management and Review of Sub-Consultant Services for the J-09 Lateral Drain Revisions.

These services were provided outside of Scope "B" Services provided by Engineer from Agreement for Professional Engineering Services for the Master Drain System Phase 2 Laterals Pct.1 & 4 approved by Board on March 23, 2004.

A) Invoice No. 20141953 in the amount of $15,037.26 for Service Period May 2014.
B) Invoice No. 20142003 in the amount of $7,346.58 for Service Period June 2014.
C) Invoice No. 20142046 in the amount of $31,474.40 for Service Period July 2014.
D) Invoice No. 20142088 in the amount of $8,320.00 for Service Period August 2014.
E) Invoice No. 20142122 in the amount of $8,320.00 for Service Period September 2014.
F) Invoice No. 20152313 in the amount of $1,214.40 for Service Period Oct-2014/Apr-2015.

BACKGROUND

---

Fiscal Impact

Attachments

1. Invoice No. 20141953
2. Invoice No. 20142003
3. Invoice No. 20142046
5. Invoice No. 20142122
Tedsi Inv#20152313

Tedsi Inv#20142088

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/19/2015 11:23 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |
| Form Started By: Lora Briones | | Started On: 05/28/2015 04:29 PM |
| Final Approval Date: 06/19/2015 | | |

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE EDINBURG, TEXAS 78542 (956) 292-7080 FAX (956) 292-7083

HCDD#1

GODFREY GARZA, JR.
MANAGER

## INVOICE PROCESSING CHECKLIST

Date Received: 7-1-14

Engineer/Firm Name: TEDSI

Project Name/Number: J-09 Lateral Drain Revisions

Invoice No: #20141953

Logged in and Scanned 12:24 7/1/14 By: Rosa Arce Forwarded to: Norma Ruyer

| Engineer | Name | Date | Comment |
|---|---|---|---|
| Scope of work reviewed | | | |
| | | | |
| | | | |

| Accounting | Name | Date | Comment |
|---|---|---|---|
| Encumberance | | | |
| Purchase Order Attached | | | |
| Audit | | | |
| Final Approval for Agenda | | | |
| | | | |

| | Name | Date | Comment |
|---|---|---|---|
| Placed on Agenda | | | |

Additional Comments: _____

**TEDSI INFRASTRUCTURE GROUP**
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

June 23, 2014
Project No: 24773-13
Invoice No: 20141953

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

Project 24773-13 J-09 Lateral Drain Revisions

**Account No. 13-133-433-300-43340**
**Requisition Number 622583**
**Work Authorization No. 13**
**Purchase Order No. 622583**

**Professional Services from May 01, 2014 to May 31, 2014**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| Revisions to H & H | 44,141.44 | 100.00 | 44,141.44 | 44,141.44 | 0.00 |
| Revisions to PS&E | 32,856.48 | 75.00 | 24,642.36 | 24,642.36 | 0.00 |
| Irrigation Line | 27,836.68 | 50.00 | 13,918.34 | 13,918.34 | 0.00 |
| Construction Staking | 31,447.50 | 15.00 | 4,717.13 | 4,717.13 | 0.00 |
| Const. Management - Inspection | 43,843.60 | 0.00 | 0.00 | 0.00 | 0.00 |
| Revisions ROW Parcels | 68,800.00 | 100.00 | 68,800.00 | 68,800.00 | 0.00 |
| ROW Acquisition & Negotiations | 166,400.00 | 73.6797 | 122,603.02 | 113,152.00 | 9,451.02 |
| Ph 2 Multiple PS&E Packages | 42,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 1 Construction Materials Testing | 22,264.00 | 20.00 | 4,452.80 | 3,116.96 | 1,335.84 |
| Ph 1 Construction Management & Inspection | 12,144.00 | 70.00 | 8,500.80 | 4,250.40 | 4,250.40 |
| Ph 2 Construction Points & BM | 40,000.00 | 100.00 | 40,000.00 | 40,000.00 | 0.00 |
| Ph 2 Additional Field Surveying | 32,000.00 | 66.00 | 21,120.00 | 21,120.00 | 0.00 |
| Ph 2 Construction Material Testing | 140,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 2 Construction Management & Inspection | 60,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 763,733.70 | | 352,895.89 | 337,858.63 | 15,037.26 |
| | | **Total Fee** | | | **15,037.26** |

| Project | 24773-13 | J-09 Lateral Drain Revisions | Invoice | 20141953 |
|---|---|---|---|---|

| Billing Summary | Current | Prior | To-Date | |
|---|---|---|---|---|
| Total Billings | 15,037.26 | 337,858.63 | 352,895.89 | |
| Total Fee | | | 763,733.70 | |
| Remaining Fee | | | 410,837.81 | |
| | | | **Total this Invoice** | **$15,037.26** |

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JUL 01 2014
12:00 AM / PM
BY: Rosa Urce

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

Authorized By: _____ Date: 6.23.14
Mark W. Lupher, P.E., RPLS
Executive Vice President

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

# Letter of Transmittal

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

**DATE:** June 30, 2014

**REF.:** J-09 Lateral Drain Revions TEDSI May Invoice

**TEDSI PROJECT NO.:** 24773-13

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☒ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| 1 | Original TEDSI Invoice No. 20141953 |
| 1 | CD Billing Back-Up for Invoices |
| | *Lonestar Overnight Airbill No. : ZR373664* |

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JUL 01 2014
12:00 AM / PM
BY: Rosa Arce

**REMARKS:**

If you require additional information, please do not hesitate to call.
**Note: Please acknowledge receipt and email back to cgarza@tedsi.com**

**RECEIVED BY:** _____ **DATE/TIME:** _____

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

If enclosures are not as stated, please notify us.

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE EDINBURG, TEXAS 78542 (956) 292-7080 FAX (956) 292-7089

HCDD#1

GODFREY GARZA, JR.
MANAGER

## INVOICE PROCESSING CHECKLIST

Date Received: 7/29/14

Engineer/Firm Name: IEDSI

Project Name/Number: J-09 LATERAL

Invoice No: #2014 2003

Logged in and Scanned 1229 7/29 By: R. Arce Forwarded to: V. Reynaw

| Engineer | Name | Date | Comment |
|---|---|---|---|
| Scope of work reviewed | | | |
| | | | |
| | | | |

| Accounting | Name | Date | Comment |
|---|---|---|---|
| Encumberance | | | |
| Purchase Order Attached | | | |
| Audit | | | |
| Final Approval for Agenda | | | |
| | | | |

| | Name | Date | Comment |
|---|---|---|---|
| Placed on Agenda | | | |

Additional Comments: _____

**TEDSI INFRASTRUCTURE GROUP**
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

July 23, 2014
Project No: 24773-13
Invoice No: 20142003

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

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JUL 29 2014
12:29 AM PM
BY: Rosa Arce

Project 24773-13 J-09 Lateral Drain Revisions

**Account No. 13-133-433-300-43340**
**Requisition Number 622583**
**Work Authorization No. 13**
**Purchase Order No. 622583**

**Professional Services from June 01, 2014 to June 30, 2014**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing | |
|---|---|---|---|---|---|---|
| Revisions to H & H | 44,141.44 | 100.00 | 44,141.44 | 44,141.44 | 0.00 | |
| Revisions to PS&E | 32,856.48 | 75.00 | 24,642.36 | 24,642.36 | 0.00 | |
| Irrigation Line | 27,836.68 | 50.00 | 13,918.34 | 13,918.34 | 0.00 | |
| Construction Staking | 31,447.50 | 15.00 | 4,717.13 | 4,717.13 | 0.00 | |
| Const. Management - Inspection | 43,843.60 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Revisions ROW Parcels | 68,800.00 | 100.00 | 68,800.00 | 68,800.00 | 0.00 | |
| ROW Acquisition & Negotiations | 166,400.00 | 77.00 | 128,128.00 | 122,603.02 | 5,524.98 | |
| Ph 2 Multiple PS&E Packages | 42,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Ph 1 Construction Materials Testing | 22,264.00 | 20.00 | 4,452.80 | 4,452.80 | 0.00 | |
| Ph 1 Construction Management & Inspection | 12,144.00 | 85.00 | 10,322.40 | 8,500.80 | 1,821.60 | |
| Ph 2 Construction Points & BM | 40,000.00 | 100.00 | 40,000.00 | 40,000.00 | 0.00 | |
| Ph 2 Additional Field Surveying | 32,000.00 | 66.00 | 21,120.00 | 21,120.00 | 0.00 | |
| Ph 2 Construction Material Testing | 140,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Ph 2 Construction Management & Inspection | 60,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Total Fee | 763,733.70 | | 360,242.47 | 352,895.89 | 7,346.58 | |
| | | **Total Fee** | | | | **7,346.58** |

| Project | 24773-13 | J-09 Lateral Drain Revisions | Invoice | 20142003 |
|---|---|---|---|---|

| Billing Summary | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 7,346.58 | 352,895.89 | 360,242.47 |
| Total Fee | | | 763,733.70 |
| Remaining Fee | | | 403,491.23 |

**Total this Invoice** **$7,346.58**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20141953 | 6/23/2014 | 15,037.26 |
| **Total** | | **15,037.26** |

**Total Now Due** **$22,383.84**

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

Authorized By: _____ Date: 7.23.14
Mark W. Lupher, P.E., RPLS
Vice President

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

# Letter of Transmittal

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

**DATE:** July 28, 2014

**REF.:** J-09 Lateral Drain Revions TEDSI June Invoice

**TEDSI PROJECT NO.:** 24773-13

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☒ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | Original TEDSI Invoice No. 20142003 |
| 1 | CD Billing Back-Up for Invoice |
| | |
| | |
| | |
| | *Lonestar Overnight Airbill No. : ZR471366* |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JUL 29 2014
12:29 AM PM
BY: Rosalva

**REMARKS:**

If you require additional information, please do not hesitate to call.
**Note: Please acknowledge receipt and email back to cgarza@tedsi.com**

**RECEIVED BY:** _____ **DATE/TIME:** _____

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

If enclosures are not as stated, please notify us.

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE EDINBURG, TEXAS 78542 (956) 292-7080 FAX (956) 292-7089

HCDD#1

GODFREY GARZA, JR.
MANAGER

## INVOICE PROCESSING CHECKLIST

Date Received: 9-3-14

Engineer/Firm Name: TEDSI

Project Name/Number: J09 Lateral Drain Revions

Invoice No: #20142046

Logged in and Scanned 12PM 9/3 By: Rosa Arce Forwarded to: Joey Reynaa

| Engineer | Name | Date | Comment |
|---|---|---|---|
| Scope of work reviewed | | | |
| | | | |
| | | | |

| Accounting | Name | Date | Comment |
|---|---|---|---|
| Encumberance | | | |
| Purchase Order Attached | | | |
| Audit | | | |
| Final Approval for Agenda | | | |
| | | | |

| | Name | Date | Comment |
|---|---|---|---|
| Placed on Agenda | | | |

Additional Comments: _____

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

# Letter of Transmittal

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

**DATE:** September 2, 2014

**REF.:** J-09 Lateral Drain Revions TEDSI July Invoice

**TEDSI PROJECT NO.:** 24773-13

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☒ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | Original TEDSI Invoice No. 20142046 |
| 1 | CD Billing Back-Up for Invoice |
| | |
| | |
| | |
| | *Lonestar Overnight Airbill No. : ZR592168* |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
SEP 03 2014
11:48 AM PM
BY: Rosa Arce

**REMARKS:**

If you require additional information, please do not hesitate to call.
**Note: Please acknowledge receipt and email back to cgarza@tedsi.com**

**RECEIVED BY:** _____ **DATE/TIME:** _____

Signed: for. _____
Mark W. Lupher, P.E., RPLS, CFM

If enclosures are not as stated, please notify us.

**TEDSI INFRASTRUCTURE GROUP**
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

August 28, 2014
Project No: 24773-13
Invoice No: 20142046

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

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
SEP 03 2014
11:48 AM / PM
BY: RosaAre

Project 24773-13 J-09 Lateral Drain Revisions

**Account No. 13-133-433-300-43340**
**Requisition Number 622583**
**Work Authorization No. 13**
**Purchase Order No. 622583**

**Professional Services from July 01, 2014 to July 31, 2014**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| Revisions to H & H | 44,141.44 | 100.00 | 44,141.44 | 44,141.44 | 0.00 |
| Revisions to PS&E | 32,856.48 | 75.00 | 24,642.36 | 24,642.36 | 0.00 |
| Irrigation Line | 27,836.68 | 50.00 | 13,918.34 | 13,918.34 | 0.00 |
| Construction Staking | 31,447.50 | 15.00 | 4,717.13 | 4,717.13 | 0.00 |
| Const. Management - Inspection | 43,843.60 | 0.00 | 0.00 | 0.00 | 0.00 |
| Revisions ROW Parcels | 68,800.00 | 100.00 | 68,800.00 | 68,800.00 | 0.00 |
| ROW Acquisition & Negotiations | 166,400.00 | 81.00 | 134,784.00 | 128,128.00 | 6,656.00 |
| Ph 2 Multiple PS&E Packages | 42,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 1 Construction Materials Testing | 22,264.00 | 100.00 | 22,264.00 | 4,452.80 | 17,811.20 |
| Ph 1 Construction Management & Inspection | 12,144.00 | 90.00 | 10,929.60 | 10,322.40 | 607.20 |
| Ph 2 Construction Points & BM | 40,000.00 | 100.00 | 40,000.00 | 40,000.00 | 0.00 |
| Ph 2 Additional Field Surveying | 32,000.00 | 86.00 | 27,520.00 | 21,120.00 | 6,400.00 |
| Ph 2 Construction Material Testing | 140,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 2 Construction Management & Inspectio | 60,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 763,733.70 | | 391,716.87 | 360,242.47 | 31,474.40 |

**Total Fee** **31,474.40**

| Project | 24773-13 | J-09 Lateral Drain Revisions | Invoice | 20142046 |
|---|---|---|---|---|

| Billing Summary | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 31,474.40 | 360,242.47 | 391,716.87 |
| Total Fee | | | 763,733.70 |
| Remaining Fee | | | 372,016.83 |

**Total this Invoice** **$31,474.40**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20141953 | 6/23/2014 | 15,037.26 |
| 20142003 | 7/23/2014 | 7,346.58 |
| **Total** | | **22,383.84** |

**Total Now Due** **$53,858.24**

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

Authorized By: _____ Date: 8.28.14
Mark W. Lupher, P.E., RPLS
Executive Vice President

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE EDINBURG, TEXAS 78542 (956) 292-7080 FAX (956) 292-7089

HCDD#1

GODFREY GARZA, JR.
MANAGER

## INVOICE PROCESSING CHECKLIST

Date Received: 11/07/2014

Engineer/Firm Name: TEDSI INFRASTRUCTURE

Project Name/Number: J-09 Lateral Drain Revisions

Invoice No: #20142122

Logged in and Scanned 1156AM 11/7 By: R.Arce Forwarded to: Joey Garza

| Engineer | Name | Date | Comment |
|---|---|---|---|
| Scope of work reviewed | | | |
| | | | |
| | | | |

| Accounting | Name | Date | Comment |
|---|---|---|---|
| Encumberance | | | |
| Purchase Order Attached | | | |
| Audit | | | |
| Final Approval for Agenda | | | |
| | | | |

| | Name | Date | Comment |
|---|---|---|---|
| Placed on Agenda | | | |

Additional Comments: _____

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
NOV 07 2014
10:30 AM / PM
BY: RosaAre

**TEDSI INFRASTRUCTURE GROUP**
TEDSI
TBPE F-1640
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

October 31, 2014
Project No: 24773-13
Invoice No: 20142122

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

Project 24773-13 J-09 Lateral Drain Revisions

**Account No. 13-133-433-300-43340**
**Requisition Number 622583**
**Work Authorization No. 13**
**Purchase Order No. 622583**

**Professional Services from September 01, 2014 to September 30, 2014**
**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| Revisions to H & H | 44,141.44 | 100.00 | 44,141.44 | 44,141.44 | 0.00 |
| Revisions to PS&E | 32,856.48 | 75.00 | 24,642.36 | 24,642.36 | 0.00 |
| Irrigation Line | 27,836.68 | 50.00 | 13,918.34 | 13,918.34 | 0.00 |
| Construction Staking | 31,447.50 | 15.00 | 4,717.13 | 4,717.13 | 0.00 |
| Const. Management - Inspection | 43,843.60 | 0.00 | 0.00 | 0.00 | 0.00 |
| Revisions ROW Parcels | 68,800.00 | 100.00 | 68,800.00 | 68,800.00 | 0.00 |
| ROW Acquisition & Negotiations | 166,400.00 | 91.00 | 151,424.00 | 143,104.00 | 8,320.00 |
| Ph 2 Multiple PS&E Packages | 42,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 1 Construction Materials Testing | 22,264.00 | 100.00 | 22,264.00 | 22,264.00 | 0.00 |
| Ph 1 Construction Management & Inspectio | 12,144.00 | 90.00 | 10,929.60 | 10,929.60 | 0.00 |
| Ph 2 Construction Points & BM | 40,000.00 | 100.00 | 40,000.00 | 40,000.00 | 0.00 |
| Ph 2 Additional Field Surveying | 32,000.00 | 86.00 | 27,520.00 | 27,520.00 | 0.00 |
| Ph 2 Construction Material Testing | 140,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 2 Construction Management & Inspectio | 60,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 763,733.70 | | 408,356.87 | 400,036.87 | 8,320.00 |

**Total Fee** **8,320.00**

| Project | 24773-13 | J-09 Lateral Drain Revisions | Invoice | 20142122 |
|---|---|---|---|---|

**Billing Summary**

| | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 8,320.00 | 400,036.87 | 408,356.87 |
| Total Fee | | | 763,733.70 |
| Remaining Fee | | | 355,376.83 |

**Total this Invoice** **$8,320.00**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20141953 | 6/23/2014 | 15,037.26 |
| 20142003 | 7/23/2014 | 7,346.58 |
| 20142046 | 8/28/2014 | 31,474.40 |
| 20142088 | 9/29/2014 | 8,320.00 |
| **Total** | | **62,178.24** |

**Total Now Due** **$70,498.24**

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

Authorized By: _____ Date: 10.31.14

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

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

# Letter of Transmittal

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

**DATE:** November 16, 2014

**REF.:** J-09 Lateral Drain Revisions TEDSI September Invoice

**TEDSI PROJECT NO.:** 24773-13

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☒ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | Original TEDSI Invoice No. 20142122 |
| 1 | CD Billing Back-Up for Invoice |
| | |
| | |
| | |
| | *Lonestar Overnight Airbill No. : ZR823494* |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
NOV 07 2014
10:30 AM PM
BY: Rosa Arce

**REMARKS:**

If you require additional information, please do not hesitate to call.
**Note: Please acknowledge receipt and email back to cgarza@tedsi.com**

**RECEIVED BY:** _____ **DATE/TIME:** _____

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

If enclosures are not as stated, please notify us.

# Hidalgo County Drainage District No. 1

902 North Doolittle Road Edinburg, Texas 78542 Office: (956) 292-7080 Fax: (956) 292-7089

## Invoice Processing Checklist

| | |
|---|---|
| Date Received: | May 21, 2015 |
| Engineer/Firm Name: | TEDSI |
| Project Name/Number: | J-09 Lateral |
| Invoice No.: | 20152313 |
| Purchase Order No.: | 622583 |
| Received By: | Rosa Arce |
| Forwarded to: | Joey Garza |
| Total # of Pages Submitted: | 3 |
| Attachments: | CD: Invoice No. 20152313 |

Additional Comments:

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

# Letter of Transmittal

**TO:**
Mr. Noe Saldivar
Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, Texas 78542

**DATE:** May 20, 2015

**REF.:** J-09 Lateral Drain Revisions TEDSI October 2014 thru April 2015 Invoice

**TEDSI PROJECT NO.:** 24773-13

**TRANSMITTED:**

| | | | | | |
|---|---|---|---|---|---|
| ☒ | For Your Use | ☐ | Please comment | ☐ | Approved as Noted |
| ☐ | As Requested | ☐ | Reply ASAP | ☒ | As Noted Below |

**VIA:**

| | | | | | |
|---|---|---|---|---|---|
| ☒ | US Mail | ☐ | Courier | ☐ | Hand Carry |
| ☐ | E-Mail | ☐ | LoneStar Overnight | ☐ | FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | Original TEDSI Invoice No. 20152313 |
| 1 | CD Billing Back-Up for Invoice |

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
MAY 21 2015
10:00 AM/PM
BY: Rosa

**REMARKS:**

If you require additional information, please do not hesitate to call.
**Note: Please acknowledge receipt and email back to cgarza@tedsi.com**

**RECEIVED BY:** _____ **DATE/TIME:** _____

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

If enclosures are not as stated, please notify us.

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

May 18, 2015
Project No: 24773-13
Invoice No: 20152313

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

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
MAY 21 2015
10:00 AM / PM
BY: Rosalva

Project 24773-13 J-09 Lateral Drain Revisions

**Account No. 13-133-433-300-43340**
**Requisition Number 622583**
**Work Authorization No. 13**
**Purchase Order No. 622583**

**Professional Services from October 01, 2014 to April 30, 2015**
**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| Revisions to H & H | 44,141.44 | 100.00 | 44,141.44 | 44,141.44 | 0.00 |
| Revisions to PS&E | 32,856.48 | 75.00 | 24,642.36 | 24,642.36 | 0.00 |
| Irrigation Line | 27,836.68 | 50.00 | 13,918.34 | 13,918.34 | 0.00 |
| Construction Staking | 31,447.50 | 15.00 | 4,717.13 | 4,717.13 | 0.00 |
| Const. Management - Inspection | 43,843.60 | 0.00 | 0.00 | 0.00 | 0.00 |
| Revisions ROW Parcels | 68,800.00 | 100.00 | 68,800.00 | 68,800.00 | 0.00 |
| ROW Acquisition & Negotiations | 166,400.00 | 91.00 | 151,424.00 | 151,424.00 | 0.00 |
| Ph 2 Multiple PS&E Packages | 42,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 1 Construction Materials Testing | 22,264.00 | 100.00 | 22,264.00 | 22,264.00 | 0.00 |
| Ph 1 Construction Management & Inspection | 12,144.00 | 100.00 | 12,144.00 | 10,929.60 | 1,214.40 |
| Ph 2 Construction Points & BM | 40,000.00 | 100.00 | 40,000.00 | 40,000.00 | 0.00 |
| Ph 2 Additional Field Surveying | 32,000.00 | 86.00 | 27,520.00 | 27,520.00 | 0.00 |
| Ph 2 Construction Material Testing | 140,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 2 Construction Management & Inspection | 60,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 763,733.70 | | 409,571.27 | 408,356.87 | 1,214.40 |
| | | **Total Fee** | | | **1,214.40** |

| Project | 24773-13 | J-09 Lateral Drain Revisions | Invoice | 20152313 |
|---|---|---|---|---|

| Billing Summary | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 1,214.40 | 408,356.87 | 409,571.27 |
| Total Fee | | | 763,733.70 |
| Remaining Fee | | | 354,162.43 |

**Total this Invoice** **$1,214.40**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20141953 | 6/23/2014 | 15,037.26 |
| 20142003 | 7/23/2014 | 7,346.58 |
| 20142046 | 8/28/2014 | 31,474.40 |
| 20142088 | 9/29/2014 | 8,320.00 |
| 20142122 | 10/31/2014 | 8,320.00 |
| **Total** | | **70,498.24** |

**Total Now Due** **$71,712.64**

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

Authorized By: _____ Date: 5.18.15
Mark W. Lupher, P.E., RPLS
Executive Vice President

TEDSI INFRASTRUCTURE GROUP
*Consulting Engineers*
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

September 29, 2014
Project No: 24773-13
Invoice No: 20142088

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

Project 24773-13 J-09 Lateral Drain Revisions

**Account No. 13-133-433-300-43340**
**Requisition Number 622583**
**Work Authorization No. 13**
**Purchase Order No. 622583**

**Professional Services from August 01, 2014 to August 31, 2014**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| Revisions to H & H | 44,141.44 | 100.00 | 44,141.44 | 44,141.44 | 0.00 |
| Revisions to PS&E | 32,856.48 | 75.00 | 24,642.36 | 24,642.36 | 0.00 |
| Irrigation Line | 27,836.68 | 50.00 | 13,918.34 | 13,918.34 | 0.00 |
| Construction Staking | 31,447.50 | 15.00 | 4,717.13 | 4,717.13 | 0.00 |
| Const. Management - Inspection | 43,843.60 | 0.00 | 0.00 | 0.00 | 0.00 |
| Revisions ROW Parcels | 68,800.00 | 100.00 | 68,800.00 | 68,800.00 | 0.00 |
| ROW Acquisition & Negotiations | 166,400.00 | 86.00 | 143,104.00 | 134,784.00 | 8,320.00 |
| Ph 2 Multiple PS&E Packages | 42,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 1 Construction Materials Testing | 22,264.00 | 100.00 | 22,264.00 | 22,264.00 | 0.00 |
| Ph 1 Construction Management & Inspection | 12,144.00 | 90.00 | 10,929.60 | 10,929.60 | 0.00 |
| Ph 2 Construction Points & BM | 40,000.00 | 100.00 | 40,000.00 | 40,000.00 | 0.00 |
| Ph 2 Additional Field Surveying | 32,000.00 | 86.00 | 27,520.00 | 27,520.00 | 0.00 |
| Ph 2 Construction Material Testing | 140,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ph 2 Construction Management & Inspection | 60,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 763,733.70 | | 400,036.87 | 391,716.87 | 8,320.00 |

**Total Fee** **8,320.00**

| Project | 24773-13 | J-09 Lateral Drain Revisions | Invoice | 20142088 |
|---|---|---|---|---|

| Billing Summary | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 8,320.00 | 391,716.87 | 400,036.87 |
| Total Fee | | | 763,733.70 |
| Remaining Fee | | | 363,696.83 |

**Total this Invoice** **$8,320.00**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20141953 | 6/23/2014 | 15,037.26 |
| 20142003 | 7/23/2014 | 7,346.58 |
| 20142046 | 8/28/2014 | 31,474.40 |
| **Total** | | **53,858.24** |

**Total Now Due** **$62,178.24**

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

Authorized By: _____ Date: 9.29.14

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

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

# Letter of Transmittal

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

**DATE:** October 8, 2014

**REF.:** J-09 Lateral Drain Revisions TEDSI August Invoice

**TEDSI PROJECT NO.:** 24773-13

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☒ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| 1 | Original TEDSI Invoice No. 20142088 |
| 1 | CD Billing Back-Up for Invoice |
| | *Lonestar Overnight Airbill No. : ZR721739* |

**REMARKS:**

If you require additional information, please do not hesitate to call.
**Note: Please acknowledge receipt and email back to cgarza@tedsi.com**

**RECEIVED BY:** _____ **DATE/TIME:** _____

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

If enclosures are not as stated, please notify us

LSO
it's all in the delivery.

Airbill No. ZR721739

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

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

From:
CLAUDIA GARZA
TEDSI INFRASTRUCTURE GROUP
1201 E. EXPRESSWAY 83
MISSION, TX 78572
9564247898

**W MFE**

**LSO GROUND**
END OF BUSINESS DAY DELIVERY

**PRINT DATE: 10/8/2014**
QUICKCODE: CLAUD GUERRERO
REF 1: 2004-24773-13 1D00V.0000

WEIGHT: 1.00LBS

---

Fold on above line and place shipping label in pouch on package. Please be sure the barcodes and addresses can be read and scanned.
Shipping Instructions

1. Fold this page along the horizontal line above.
2. Place this Airbill in the shipping label pouch on the package you are shipping. Please be sure the barcodes and addresses can be read and scanned.
3. To locate a drop box near you, click on **Find A Drop Box** from the home page main menu.
4. To schedule a pickup, click on **Request Pickup**.

WARNING: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your Lone Star Overnight account number.
This label is valid for use for 3 months from the date printed. Use of expired labels may result in delayed billing and / or additional research charges. LIMIT OF LIABILITY: We are not responsible for claims in excess of $100 for any reason unless you: 1) declare a greater value (not to exceed $25,000); 2) pay an additional fee; 3) and document your actual loss in a timely manner. We will not pay any claim in exeess of the actual loss. We are not liable for any special or consequential damages. Additional limitations of liability are contained in our current Service Guide. If you ask us to deliver a package without obtaining a delivery signature, you release us of all liability for claims resulting from such service. NO DELIVERY SIGNATURE WILL BE OBTAINED FOR 8:30 AM DELIVERIES OR RESIDENTIAL DELIVERIES.


STAPLES
TEDSI
24713-13
J-09 Lateral
Drain Revisions
Aug.
Invoice
80 minutes
700 MB
www.product-support
speed
compatible

**AI -49562** **15.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

2013 Bonds:
Request approval to issue payment as a claim on the following items for professional services performed by TEDSI Infrastructure Group, LTD for General Contract Management GLO Review - Right of Way Data Services for East Lateral Drain Project located in Pct.1.

(These services were provided outside of Scope B-Services provided by the engineer from Agreement for Professional Engineering Services for the Master Drain System Phase 2 Laterals Pct.1 & 4 approved by Board on March 23, 2004.)

A) Inv No. 20142109 in the amount of $8,551.18 for Service Period September 2014.
B) Inv No. 20142143 in the amount of $8,299.99 for Service Period October 2014.
C) Inv No. 20142202 in the amount of $4,366.26 for Service Period Nov/Dec 2014.
D) Inv No. 20152274 in the amount of $5,354.02 for Service Period Jan/Feb 2015.
E) Inv No. 20152304 in the amount of $ 737.23 for Service Period March 2015.

BACKGROUND

---

Fiscal Impact

Attachments

Tedsi Inv#20142109
Tedsi Inv#20142143
Tedsi Inv#20142202
Tedsi Inv#20152274
Tedsi Inv#20152304

---

**Form Review**

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Budget & Management | Veronica Ortiz | 06/19/2015 11:23 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |

Form Started By: Claudette Guerrero Started On: 05/01/2015 04:15 PM

Final Approval Date: 06/19/2015

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE EDINBURG, TEXAS 78542 (956) 292-7080 FAX (956) 292-7089

HCDD#1

GODFREY GARZA, JR.
MANAGER

## INVOICE PROCESSING CHECKLIST

Date Received: 10-24-2014

Engineer/Firm Name: TEDSI Infrastructure Group

Project Name/Number: E. Lateral Drain Sept. Inv.

Invoice No: #20142109

Logged in and Scanned 11AM 10/24 By: R. Arce Forwarded to: Joey Garza

| Engineer | Name | Date | Comment |
|---|---|---|---|
| Scope of work reviewed | | | |
| | | | |
| | | | |

| Accounting | Name | Date | Comment |
|---|---|---|---|
| Encumberance | | | |
| Purchase Order Attached | | | |
| Audit | | | |
| Final Approval for Agenda | | | |
| | | | |

| | Name | Date | Comment |
|---|---|---|---|
| Placed on Agenda | | | |

Additional Comments: _____

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

# Letter of Transmittal

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

**DATE:** October 23, 2014

**REF.:** East Lateral Drain September Invoice

**TEDSI PROJECT NO.:** 2013-1128-09

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☐ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | Invoice No. 20142109 for Project No. 2013-1128-09 |
| 1 | Labor Detail |
| 1 | Project Progress Report |
| 1 | CD PDF Files |
| | |
| | |
| | |
| | |
| | |
| | |

**REMARKS:**

Thank you,

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
OCT 24 2014
11:00 AM PM
BY: Rosalva

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

If enclosures are not as stated, please notify us.

**TEDSI INFRASTRUCTURE GROUP**
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

October 23, 2014
Project No: 2013-1128-09
Invoice No: 20142109

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

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
OCT 24 2014
11:00 AM PM
BY: Rosa Arce

Project 2013-1128-09 GLO-Review East Lateral Drain

**Account No. 13-132-433-039-43340**
**P. O. No. 623575**
**Precinct One 2012 Bond Referendum**
**Work Authorization No. 9**

**Professional Services from September 01, 2014 to September 30, 2014**

Phase 100 GMC Services
**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing | |
|---|---|---|---|---|---|---|
| General Management Consultant Services | 29,069.25 | 27.50 | 7,994.04 | 7,151.04 | 843.00 | |
| Total Fee | 29,069.25 | | 7,994.04 | 7,151.04 | 843.00 | |
| | | **Total Fee** | | | | **843.00** |
| | | | | **Total this Phase** | | **$843.00** |

Phase 200 ROW Services
**Consultants**

| | | | |
|---|---|---|---|
| Reimbursable Consultants Expense | | | |
| 9/27/2014 | RGV Right-Of-Way Services, LLC - Invoice No. 10015 | 7,708.18 | |
| | **Total Consultants** | **7,708.18** | **7,708.18** |
| | | **Total this Phase** | **$7,708.18** |

| **Billing Summary** | **Current** | **Prior** | **To-Date** | |
|---|---|---|---|---|
| Total Billings | 8,551.18 | 55,656.99 | 64,208.17 | |
| Total Fee | | | 94,069.25 | |
| Remaining Fee | | | 29,861.08 | |
| | | | **Total this Invoice** | **$8,551.18** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20142078 | 9/23/2014 | 6,958.75 |
| **Total** | | **6,958.75** |

**Total Now Due** **$15,509.93**

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

Authorized By: _____ Date: 10.23.14

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

POSTED

**RGV Right-of-Way Services, LLC**
P.O. Box 720431
McAllen, TX 78504

Invoice submitted to:
TEDSI Infrastructure Group
c/o Mr. Mark Lupher
1201 E. Expressway 83
Mission, TX 78572

MWL

September 25, 2014

In Reference To:East Lateral Project
Invoice #10015

Professional Services

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 8/28/2014 | Telephone conference with PR Avila | 0.30 250.00/hr | 75.00 |
| 8/29/2014 | File Management; Status Updates; Administrative Tasks | 3.10 250.00/hr | 775.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (cell) | 0.10 250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (office) | 0.10 250.00/hr | 25.00 |
| 9/1/2014 | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (cell) | 0.10 250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (office) | 0.10 250.00/hr | 25.00 |
| 9/3/2014 | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (cell) | 0.10 250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (office) | 0.10 250.00/hr | 25.00 |
| 9/5/2014 | File Management; Status Updates; Administrative Tasks | 2.10 250.00/hr | 525.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (cell) | 0.10 250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (office) | 0.10 250.00/hr | 25.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 9/8/2014 | Draft and prepare letter to Hilda Garza regarding Parcel 21 | 1.00 250.00/hr | 250.00 |
| | Telephone conference with PR Avila | 0.30 250.00/hr | 75.00 |
| | Preparation for meeting | 0.30 250.00/hr | 75.00 |
| 9/9/2014 | Telephone conference with Ms. Sue Ann Carlson regarding Parcel 13 | 0.30 250.00/hr | 75.00 |
| | Telephone conference with Mr. Sam Gonzalez regarding Parcel 16 | 0.40 250.00/hr | 100.00 |
| | Telephone conference with Hilda Garza regarding Parcel 13 | 0.30 250.00/hr | 75.00 |
| | Received and reviewed email from Hilda Garza regarding Parcel 13 | 0.20 250.00/hr | 50.00 |
| | Draft and prepare email to Hilda Garza regarding Parcel 13 | 0.10 250.00/hr | 25.00 |
| | Attend Commissioner's Court meeting | 2.30 250.00/hr | 575.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (cell) | 0.10 250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (office) | 0.10 250.00/hr | 25.00 |
| 9/10/2014 | Telephone conference with Hilda Garza regarding Parcel 13 | 0.20 250.00/hr | 50.00 |
| 9/11/2014 | Telephone conference with Sam Gonzalez regarding Parcel 16 | 0.20 250.00/hr | 50.00 |
| | Telephone conference with Sam Gonzalez regarding Parcel 16 | 0.20 250.00/hr | 50.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (cell) | 0.10 250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A | 0.10 250.00/hr | 25.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 9/12/2014 | Telephone conference with PR Avila regarding Parcel 1 | 0.40<br>250.00/hr | 100.00 |
| | Telephone call to Bill Pope regarding Parcel 1 | 0.20<br>250.00/hr | 50.00 |
| | Telephone conference with A. Quintanilla with Quintanilla & Headly regarding Parcel 16 | 0.30<br>250.00/hr | 75.00 |
| | Telephone conference with M.Corbitt regarding Parcel 16 | 0.10<br>250.00/hr | 25.00 |
| | Telephone conference with Sam Gonzalez regarding Parcel 16 | 0.40<br>250.00/hr | 100.00 |
| | Telephone conference with PR Avila | 0.50<br>250.00/hr | 125.00 |
| | Draft and prepare email to Urban County regarding Parcel 1 | 0.20<br>250.00/hr | 50.00 |
| | Draft and prepare letter to Bill Pope regarding Parcel 1 | 0.40<br>250.00/hr | 100.00 |
| | File Management; Status Updates; Administrative Tasks | 2.60<br>250.00/hr | 650.00 |
| 9/15/2014 | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (cell) | 0.10<br>250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (office) | 0.10<br>250.00/hr | 25.00 |
| 9/16/2014 | Telephone conference with Sam Gonzalez regarding scheduling meeting on Parcel 16 | 0.10<br>250.00/hr | 25.00 |
| | Meeting with Sam Gonzalez regarding Parcel 16 | 1.50<br>250.00/hr | 375.00 |
| | Received and reviewed email from A. Barco regarding Parcel 16 | 0.10<br>250.00/hr | 25.00 |
| | Received and reviewed email from M. Corbitt regarding Parcel 16 | 0.10<br>250.00/hr | 25.00 |
| | Draft and prepare email to M. Corbitt regarding Parcel 16 | 0.10<br>250.00/hr | 25.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 9/16/2014 | Draft and prepare email to Urban County regarding Parcel 16 | 0.20<br>250.00/hr | 50.00 |
| 9/17/2014 | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (cell) | 0.10<br>250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (office) | 0.10<br>250.00/hr | 25.00 |
| 9/19/2014 | File Management; Status Updates; Administrative Tasks | 2.30<br>250.00/hr | 575.00 |
| 9/22/2014 | Telephone conference with PR Avila | 0.20<br>250.00/hr | 50.00 |
| | Telephone call to Alex Trevino Jr., son, regarding Parcel 29 | 0.30<br>250.00/hr | 75.00 |
| | Draft and prepare packet to fax to Alex Trevino, Jr. regarding Parcel 29 | 0.20<br>250.00/hr | 50.00 |
| | Telephone conference with Hector Decanini regarding Parcel 47 | 0.50<br>250.00/hr | 125.00 |
| | Draft and prepare correspondence and package to send to Hector Decanini regarding appraisal and survey on Parcel 47 | 0.50<br>250.00/hr | 125.00 |
| | Draft and prepare email to Urban County | 0.10<br>250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (cell) | 0.10<br>250.00/hr | 25.00 |
| | Telephone call to Dr. Mangoo-Karim regarding Parcels 7 and 7A (office) | 0.10<br>250.00/hr | 25.00 |
| 9/23/2014 | Preparation for Commissioner's Court meeting | 0.50<br>250.00/hr | 125.00 |
| | Attend Commissioner's Court meeting | 1.40<br>250.00/hr | 350.00 |
| 9/24/2014 | Draft and prepare letter to Dr. Mangoo-Karim regarding Parcel 7 and 7A; hand deliver letter to Dr. Mangoo-Karim office | 1.00<br>250.00/hr | 250.00 |
| | Preparation for meeting with Urban County regarding project status | 0.50<br>250.00/hr | 125.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 9/24/2014 | Meeting with Urban County regarding project status | 0.20<br>250.00/hr | 50.00 |
| 9/25/2014 | Draft and prepare package to Hilda Garza regarding Parcel 16 | 1.20<br>250.00/hr | 300.00 |
| | Draft and prepare final offer letter on Parcel 7 | 0.50<br>250.00/hr | 125.00 |
| | Draft and prepare final offer letter on Parcel 7A | 0.50<br>250.00/hr | 125.00 |
| | Draft and prepare final offer letter on Parcel 34 | 0.50<br>250.00/hr | 125.00 |
| | **For professional services rendered** | **30.70** | **$7,675.00** |
| | Additional Charges : | | |
| 9/25/2014 | Postage: Final Offer Letters on Parcels 7, 7A and 34 | | 33.18 |
| | **Total additional charges** | | **$33.18** |
| | **Total amount of this bill** | | **$7,708.18** |
| | **Previous balance** | | **$13,903.74** |
| | Balance due | | $21,611.92 |

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 8, 2014

**VIA HAND DELIVERY**

Ms. Hilda Garza
Valley Land Title Co.
520 E. Nolana, Suite 130
McAllen, Texas 78504

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
GLO # 12-406-000-6453/DRS 210068
Parcel: 21

Dear Hilda:

With regard to the above-referenced matter, the Hidalgo County Commissioners Court along with Hidalgo County Urban County Program has formally approved the following parcels to begin the closing process. Enclosed herein please find a copy of the following on each of the approved tracts:

**Parcel 21 – GF 132424 William R. Pracht and June O. Pracht**

1. Acceptance of Counter Offer Letter;
2. Appraisal;
3. Survey; and
4. Minutes from Hidalgo County Commissioners Court approving the acquisition.

Please note Mr. and Mrs. Pracht are represented by an attorney. His contact information is:

Mr. Luis M. Cardenas
Escobedo, Tippit & Cardenas, LLP
3900 N. 10th St., Suite 950
McAllen, Texas 78501

Please proceed to begin the closing proceedings on the above-referenced parcel.

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Should you have any questions, or need any further information, please do not hesitate to contact me at your earliest convenience.

Your prompt attention to this matter is greatly appreciated.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

RECEIVED BY:

_____

Signature

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 12, 2014

**VIA FACSIMILE (956) 428-2954**

Mr. Bill Pope
Adams & Graham, LLC
134 E. Van Buren Ave., Suite 301
Harlingen, Texas 78551

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 1
Property Owner: Dr. Ricardo Ochoa
GLO # 12-406-000-6453/DRS 210068

Dear Mr. Pope:

This letter is to follow up our telephone conversation from today, September 12, 2014. It is my understanding that your client has agreed to accept the total offer amount of $40,000.00 for the acquisition of his property.

We would request that you complete the section below. We suggest that you make a copy for your records and we further request that you mail the original to our office. Please do not hesitate to contact my office with any questions at rgvrow@gmail.com or 956-630-9401.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

Offer Amount: 5.211 acres plus damages/improvements
**TOTAL OFFER AMOUNT** **$40,000.00**

_____ I accept the offer and would like to begin the sale and closing process.

_____ _____

Signature Date

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 22, 2014

**VIA FIRST CLASS MAIL**

Hector Decanini and Maribel Decanini
2013 E. Llano Grande Street
Weslaco, Texas 78596-5353

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 47
GLO # 12-406-000-6453/DRS 210068

Dear Mr. Decanini,

Thank you for taking the time to speak to me today. As discussed, I am enclosing a copy of the appraisal and survey for your review.

Also enclosed is an offer response form. We ask that your please fill out the response form and return it to our office. I have enclosed a self-addressed stamped envelope for your convenience.

Should you have any questions, or would like to schedule an office appointment, please contact me at 956-630-9401 office or 956-240-2573 cell.

Your prompt attention to this matter is greatly appreciated.

Respectfully,

Amy Rosas, Managing Member
RGV Right-of-Way Services, LLC

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 47
Parcel Owner: Hector Decanini and Maribel Decanini
GLO # 12-406-000-6453/DRS 210068

| | | |
|---|---|---|
| Offer Amount: | Ranch Style Fencing (25' LF x $3.50/LF) | |
| | Damages/Improvements | $88.00 |
| | **TOTAL OFFER AMOUNT** | **$88.00** |

_____I accept the offer and would like to begin the sale and closing process.

_____I do not accept the offer; the amount requested is _____.

_____ _____
Signature Signature

_____ _____
Date Date

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 24, 2014

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.
Parcel Owner: Mangoo-Karim Family Ltd, Partnership

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 7 and 7A
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

**VIA HAND DELIVERY**

Dr. Roberto Mangoo-Karim
Mangoo-Karim Family, Ltd, Partnership
1901 S. 1st St., Suite 600
McAllen, Texas 78501

Dear Dr. Mangoo-Karim,

This letter is a follow-up to our last meeting from May 16, 2014. I understand that you are very busy and I do not intend to take up much time, but I would request a brief appointment with you at your convenience to discuss your counter-offer.

Your attention to this matter is greatly appreciated.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 24, 2014

**VIA HAND DELIVERY**
Ms. Hilda Garza
Valley Land Title Co.
217 W. Cano
Edinburg, Texas 78539

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
GLO # 12-406-000-6453/DRS 210068
Parcel: 16

Dear Hilda:

With regard to the above-referenced matter, the Hidalgo County Commissioners Court along with Hidalgo County Urban County Program has formally approved the following parcels to begin the closing process. Enclosed herein please find a copy of the following on each of the approved tracts:

**Parcel 16 – GF 132417 Samuel B. Gonzalez**

1. Acceptance of Counter Offer Letter;
2. Appraisal;
3. Survey; and
4. Certified Copy of Divorce Decree.

Please note this parcel was approved by the Hidalgo County Commissioner's Court on September 23, 2014. As soon as the minutes for that meeting are available I will forward a copy to you.

In the meantime, please proceed to begin the closing proceedings on the above-referenced parcel.

Should you have any questions, or need any further information, please do not hesitate to contact me at your earliest convenience.

Your prompt attention to this matter is greatly appreciated.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

RECEIVED BY:

_____
Signature

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 25, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7008 0150 0001 4225 3437

Dr. Roberto Mangoo-Karim
Mangoo-Karim Family, Ltd, Partnership
1901 S. 1st St., Suite 600
McAllen, Texas 78501

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.
Parcel Owner: Mangoo-Karim Family Ltd, Partnership

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 7
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Dear Dr. Mangoo-Karim,

As you know, it is necessary for the County of Hidalgo (the "County"), to acquire property for the Drainage system which requires the purchase of the property referred to above. Inasmuch as negotiations to purchase this property have not been successful to date, a final offer is hereby submitted to you. According to authorization by the County, a total sum of $2,261.00 is offered for the required property rights, save and except oil, gas and sulphur rights with no right of exploration on the above described property, subject to clear title being secured.

If you desire to accept this offer, please contact Daniel G. Rios at (956) 630-9401 as soon as possible. If this offer is not accepted within fourteen (14) days from the date of delivery of this letter, it will be considered as having been rejected.

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

If you elect to reject this offer, eminent domain proceedings will be initiated by the County. Thereafter, the Court will appoint three disinterested real property owners who reside in the County to serve as Special Commissioners, a date will be set for a hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the Court. The County may then deposit the amount of the award with the Court, at which time the County will be entitled to take possession of the property involved. After the deposit is made, you may withdraw your share of the award. If the award exceeds the amount of any subsequent judgment, you are required to repay the County the excess amount and any excess amount not repaid to the County may be deducted from eligible payments, if any, due to you as the property owner under the County's Relocation Assistance Program. If either you or the County is dissatisfied with the amount of the Special Commissioners' award, objections may be filed within the time prescribed by law and the case subsequently tried before the Court as are other civil cases.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

OFFER RESPONSE FORM:

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 7
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Property Owner:

Dr. Roberto Mangoo-Karim
Mangoo-Karim Family, Ltd, Partnership
1901 S. 1st St., Suite 600
McAllen, Texas 78501

| | | |
|---|---|---|
| Offer Amount: | 0.137 acres plus | |
| | Damages/Improvements | $2,261.00 |
| | **TOTAL OFFER AMOUNT** | **$2,261.00** |

_____ I accept the offer and would like to begin the sale and closing process.

_____ I do not accept the offer; the amount requested is _____.

_____ _____

Signature Date

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 25, 2014

**VIA CERTIFIED MAIL**
**RETURN RECEIPT REQUESTED**
**NO.7008 0150 0001 4225 3765**

Dr. Roberto Mangoo-Karim
Mangoo-Karim Family, Ltd, Partnership
1901 S. 1st St., Suite 600
McAllen, Texas 78501

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.
Parcel Owner: Mangoo-Karim Family Ltd, Partnership

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 7A
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Dear Dr. Mangoo-Karim,

As you know, it is necessary for the County of Hidalgo (the "County"), to acquire property for the Drainage system which requires the purchase of the property referred to above. Inasmuch as negotiations to purchase this property have not been successful to date, a final offer is hereby submitted to you. According to authorization by the County, a total sum of **$9,500.00** is offered for the required property rights, save and except oil, gas and sulphur rights with no right of exploration on the above described property, subject to clear title being secured.

If you desire to accept this offer, please contact Daniel G. Rios at (956) 630-9401 as soon as possible. If this offer is not accepted within fourteen (14) days from the date of delivery of this letter, it will be considered as having been rejected.

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

If you elect to reject this offer, eminent domain proceedings will be initiated by the County. Thereafter, the Court will appoint three disinterested real property owners who reside in the County to serve as Special Commissioners, a date will be set for a hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the Court. The County may then deposit the amount of the award with the Court, at which time the County will be entitled to take possession of the property involved. After the deposit is made, you may withdraw your share of the award. If the award exceeds the amount of any subsequent judgment, you are required to repay the County the excess amount and any excess amount not repaid to the County may be deducted from eligible payments, if any, due to you as the property owner under the County's Relocation Assistance Program. If either you or the County is dissatisfied with the amount of the Special Commissioners' award, objections may be filed within the time prescribed by law and the case subsequently tried before the Court as are other civil cases.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

OFFER RESPONSE FORM:

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 7A
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Property Owner:

Dr. Roberto Mangoo-Karim
Mangoo-Karim Family, Ltd, Partnership
1901 S. 1st St., Suite 600
McAllen, Texas 78501

| | | |
|---|---|---|
| Offer Amount: | 0.718 acres plus | |
| | Damages/Improvements | $9,500.00 |
| | **TOTAL OFFER AMOUNT** | **$9,500.00** |

_____ I accept the offer and would like to begin the sale and closing process.

_____ I do not accept the offer; the amount requested is _____.

_____ _____

Signature Date

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 25, 2014

**VIA FACSIMILE (956) 618-3357**

Mary Jane Malone, Rita Kay Jeter,
Paul Lawrence Pracht, Patrick
Ernest Pracht, Thomas Allen Pracht
and Frances Louise Getzinger

c/o Mr. Luis Cardenas
Escobedo Tippit & Cardenas, LLP
3900 N. 10th St., Suite 950
McAllen, TX 78501

**VIA OVERNIGHT DELIVERY**

Paula Jane Munoz
1330 S. Bleckley
Wichita, KS 67218

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2
West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 34
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Dear Sir/Madam,

As you know, it is necessary for the County of Hidalgo (the "County"), to acquire property for the Drainage system which requires the purchase of the property referred to above. Inasmuch as negotiations to purchase this property have not been successful to date, a final offer is hereby submitted to you. According to authorization by the County, a total sum of $69,657.00 is offered for the required property rights, save and except oil, gas and sulphur rights with no right of exploration on the above described property, subject to clear title being secured.

If you desire to accept this offer, please contact Daniel G. Rios at (956) 630-9401 as soon as possible. If this offer is not accepted within fourteen (14) days from the date of delivery of this letter, it will be considered as having been rejected.

RGV RIGHT-OF-WAY SERVICES, LLC

If you elect to reject this offer, eminent domain proceedings will be initiated by the County. Thereafter, the Court will appoint three disinterested real property owners who reside in the County to serve as Special Commissioners, a date will be set for a hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the Court. The County may then deposit the amount of the award with the Court, at which time the County will be entitled to take possession of the property involved. After the deposit is made, you may withdraw your share of the award. If the award exceeds the amount of any subsequent judgment, you are required to repay the County the excess amount and any excess amount not repaid to the County may be deducted from eligible payments, if any, due to you as the property owner under the County's Relocation Assistance Program. If either you or the County is dissatisfied with the amount of the Special Commissioners' award, objections may be filed within the time prescribed by law and the case subsequently tried before the Court as are other civil cases.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

RGV RIGHT-OF-WAY SERVICES, LLC

OFFER RESPONSE FORM:

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 34
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Property Owners:

Mary Jane Malone, Rita Kay Jeter, Paul Lawrence Pracht, Patrick Ernest Pracht, Thomas Allen Pracht and Frances Louise Getzinger

c/o Mr. Luis Cardenas
Escobedo Tippit & Cardenas, LLP
3900 N. 10th St., Suite 950
McAllen, TX 78501

Paula Jane Munoz
1330 S. Bleckley
Wichita, KS 67218

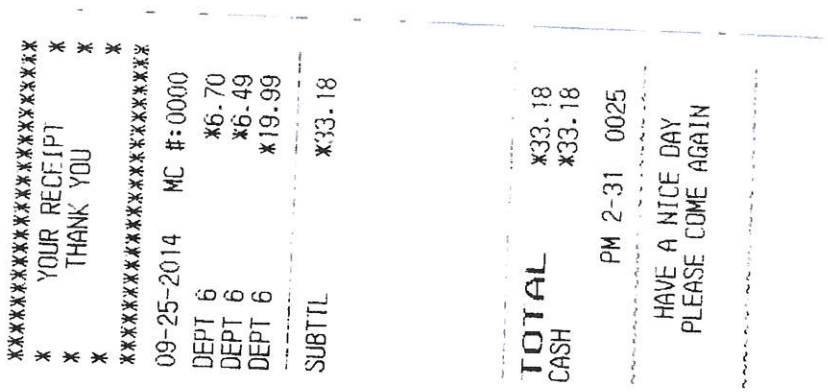
| | | |
|---|---|---|
| Offer Amount: | 5.992 acres at $10,125.00 per acre | $60,669.00 |
| | Damages/Improvements | $8,988.00 |
| | **TOTAL OFFER AMOUNT** | **$69,657.00** |

_____ I accept the offer and would like to begin the sale and closing process.

_____ I do not accept the offer; the amount requested is _____.

_____ _____
Signature Signature

_____ _____
Date Date



**********
* YOUR RECEIPT *
* THANK YOU *
**********
09-25-2014 MC #:0000

| | |
|---|---|
| DEPT 6 | *6.70 |
| DEPT 6 | *6.49 |
| DEPT 6 | *19.99 |
| SUBTTL | *33.18 |
| TOTAL | *33.18 |
| CASH | |

PM 2-31 0025

HAVE A NICE DAY
PLEASE COME AGAIN

CUSTOMER USE ONLY

**FROM:** (PLEASE PRINT) PHONE 956) 630-9401

RGV Right of Way Services
PO Box 720431
McAllen, TX 78504

EK 080127060 US

UNITED STATES POSTAL SERVICE®

**PRIORITY ★ MAIL ★ EXPRESS™**

Post Office To Addressee

McALLEN TX
SEP 25 2014
78504-9998

**PAYMENT BY ACCOUNT** (if applicable)

USPS® Corporate Acct. No. | Federal Agency Acct. No. or Postal Service™ Acct. No.

**DELIVERY OPTIONS** (Customer Use Only)

☐ **SIGNATURE REQUIRED**

*Note:* The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

**Delivery Options**

☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability.

**TO:** (PLEASE PRINT) PHONE ( )

Paula Jane Munoz
1330 S. Bleckley
Wichita, KS

ZIP + 4® (U.S. ADDRESSES ONLY)

6 7 2 1 8 _ _ _ _

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- $100.00 insurance included.

**ORIGIN** (POSTAL SERVICE USE ONLY)

☐ 1-Day ☒ 2-Day ☐ Military ☐ DPO

| | | | |
|---|---|---|---|
| PO ZIP Code: 78504-9998 | Scheduled Delivery Date (MM/DD/YY): 9 · 27 · 14 | Postage: $ 19.99 | |
| Date Accepted (MM/DD/YY): 9 · 25 · 14 | Scheduled Delivery Time: 12:00 ☐ AM ☐ PM | Insurance Fee: $ | COD Fee: $ |
| Time Accepted: 2:35 ☐ AM ☐ PM | ☐ Loss Guarantee Only | Return Receipt Fee: $ | |
| Weight: ☐ Flat Rate lbs. ozs | ☐ Live Shipment | Total Postage & Fees: $ 19.99 | |
| | ☐ Sunday/Holiday Premium | Acceptance Employee Initials | |

**DELIVERY** (POSTAL SERVICE USE ONLY)

| | | |
|---|---|---|
| Delivery Attempt (MM/DD/YY) | Time ☐ AM ☐ PM | Employee Signature |
| Delivery Attempt (MM/DD/YY) | Time ☐ AM ☐ PM | Employee Signature |

LABEL 11-B, JULY 2013 PSN 7690-02-000-9996 2-CUSTOMER COPY

**WORK AUTHORIZATION #09**
**LABOR DETAIL**
**East Lateral Drain**

| Sept. 2014 | Project Manager | Sr. Engineer | Project Engineer (III) | Sr. Engr. Designer | ROW Administrator | Admin/Clerical |
|---|---|---|---|---|---|---|
| | $232.61 | $187.37 | $159.15 | $117.57 | | $73.13 |
| Dates: | | | | | | |
| 9/8/2014 | | | | 1 | | |
| 9/12/2014 | | | | 1 | | |
| 9/15/2014 | | | | 1 | | |
| 9/19/2014 | | | | 1 | | |
| 9/22/2014 | | | | 1 | | |
| 9/26/2014 | | | | 1 | | |
| 9/29/2014 | | | | | | 2 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | $0.00 | $0.00 | $0.00 | $705.42 | | $146.26 |
| | 0 | 0 | 0 | 6 | | 2 |

8

| Total | $851.68 |
|---|---|

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE EDINBURG, TEXAS 78542 (956) 292-7080 FAX (956) 292-7089

HCDD#1

GODFREY GARZA, JR.
MANAGER

## INVOICE PROCESSING CHECKLIST

Date Received: 11/18/2014

Engineer/Firm Name: TEDSI Infrastructure Group

Project Name/Number: GLO- Review E. Lateral Drain

Invoice No: # 20142143

Logged in and Scanned 10AM By: R.Arce Forwarded to: Joey Garza

| Engineer | Name | Date | Comment |
|---|---|---|---|
| Scope of work reviewed | | | |
| | | | |
| | | | |

| Accounting | Name | Date | Comment |
|---|---|---|---|
| Encumberance | | | |
| Purchase Order Attached | | | |
| Audit | | | |
| Final Approval for Agenda | | | |
| | | | |

| | Name | Date | Comment |
|---|---|---|---|
| Placed on Agenda | | | |

Additional Comments: _____

**TEDSI INFRASTRUCTURE GROUP**
*Consulting Engineers*
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

November 13, 2014
Project No: 2013-1128-09
Invoice No: 20142143

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

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
NOV 18 2014
10:00 AM / PM
BY: Rosa Arce

Project 2013-1128-09 GLO-Review East Lateral Drain

**Account No. 13-132-433-039-43340**
**P. O. No. 623575**
**Precinct One 2012 Bond Referendum**
**Work Authorization No. 9**

**Professional Services from October 01, 2014 to October 31, 2014**

Phase 100 GMC Services

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing | |
|---|---|---|---|---|---|---|
| General Management Consultant Services | 29,069.25 | 27.93 | 8,119.04 | 7,994.04 | 125.00 | |
| Total Fee | 29,069.25 | | 8,119.04 | 7,994.04 | 125.00 | |
| | | **Total Fee** | | | | **125.00** |
| | | | | **Total this Phase** | | **$125.00** |

Phase 200 ROW Services

**Consultants**

Reimbursable Consultants Expense

| | | | | |
|---|---|---|---|---|
| 10/31/2014 | RGV Right-Of-Way Services, LLC | Invoice No. 10017 | 8,174.99 | |
| | **Total Consultants** | | **8,174.99** | **8,174.99** |
| | | | **Total this Phase** | **$8,174.99** |

| Billing Summary | Current | Prior | To-Date | |
|---|---|---|---|---|
| Total Billings | 8,299.99 | 64,208.17 | 72,508.16 | |
| Total Fee | | | 94,069.25 | |
| Remaining Fee | | | 21,561.09 | |
| | | | **Total this Invoice** | **$8,299.99** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20142078 | 9/23/2014 | 6,958.75 |
| 20142109 | 10/23/2014 | 8,551.18 |
| **Total** | | **15,509.93** |

**Total Now Due** **$23,809.92**

**PLEASE REMIT PAYMENT TO:** TEDSI Infrastructure Group; 738 Highway 6 South, Suite 430; Houston, TX 77079

Authorized By: _____ Date: 11.13.14
Mark W. Lupher, P.E., RPLS
Executive Vice President

POSTED

**RGV Right-of-Way Services, LLC**
P.O. Box 720431
McAllen, TX 78504

Invoice submitted to:
TEDSI Infrastructure Group
c/o Mr. Mark Lupher
1201 E. Expressway 83
Mission, TX 78572

TEDSI INFRASTRUCTURE GROUP
Project No. 2013-1128-09 Phase No. 200
☒ Lump Sum ☒ Approved ☐ Hold
☐ Hourly ☐ Rejected ☐ Process
Sign [signature] Date 11/12/14

October 30, 2014

In Reference To:East Lateral Project
Invoice #10017

Professional Services

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 9/26/2014 | File Management; Status Updates; Administrative Tasks | 1.60<br>250.00/hr | 400.00 |
| 9/29/2014 | Telephone conference with Luis Cardenas regarding Parcel 34 | 0.20<br>250.00/hr | 50.00 |
| 10/1/2014 | Draft and prepare email to Hilda Garza regarding Parcel 16 | 0.30<br>250.00/hr | 75.00 |
| | Draft and prepare email to Hilda Garza regarding Parcel 16 | 0.20<br>250.00/hr | 50.00 |
| 10/2/2014 | Telephone conference with Hilda Garza regarding East Lateral updates | 0.20<br>250.00/hr | 50.00 |
| 10/3/2014 | File Management; Status Updates; Administrative Tasks | 1.30<br>250.00/hr | 325.00 |
| 10/7/2014 | Received and reviewed email from PR Avila regarding East Lateral project | 0.20<br>250.00/hr | 50.00 |
| | Draft and prepare email to PR Avila regarding East Lateral project | 0.10<br>250.00/hr | 25.00 |
| | Telephone conference with Hector Decanini regarding Parcel 47 | 0.30<br>250.00/hr | 75.00 |
| | Telephone conference with Hector Decanini regarding Parcel 47 | 0.10<br>250.00/hr | 25.00 |
| | Draft and prepare email to Leonel Garza regarding East Lateral project | 0.20<br>250.00/hr | 50.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 10/7/2014 | Research on Parcel 47, Hector Decanini | 0.80<br>250.00/hr | 200.00 |
| | Received and reviewed email from PR Avila regarding status of acquisition | 0.20<br>250.00/hr | 50.00 |
| | Draft and prepare email to PR Avila regarding status of acquisition | 0.20<br>250.00/hr | 50.00 |
| 10/8/2014 | Draft and prepare email to Urban County regarding acceptance letter for Parcel 1 | 0.30<br>250.00/hr | 75.00 |
| 10/9/2014 | Telephone conference with PR Avila regarding East Lateral project; condemnation procedure | 0.30<br>250.00/hr | 75.00 |
| | Telephone call to Alex Trevino Jr. regarding Parcel 29 | 0.10<br>250.00/hr | 25.00 |
| | Telephone call to Hector Decanini regarding Parcel 47 | 0.10<br>250.00/hr | 25.00 |
| | Telephone conference with Hilda Garza regarding closing for Parcel 13 | 0.20<br>250.00/hr | 50.00 |
| | Meeting with Dr. Mangoo-Karim regarding counter offer | 1.00<br>250.00/hr | 250.00 |
| 10/10/2014 | Received and reviewed email from Hilda Garza regarding closing package for Parcel 13<br>Pick up closing package<br>Prepare package for Valde Guerra<br>Hand Deliver closing package to Valde Guerra for County signature | 1.50<br>250.00/hr | 375.00 |
| | File Management; Status Updates; Administrative Tasks | 1.52<br>250.00/hr | 380.00 |
| 10/14/2014 | Telephone conference with Yesenia with Greg Kazen regarding scheduling meeting to discuss condemnation procedure | 0.30<br>250.00/hr | 75.00 |
| | Telephone conference with Greg Kazen regarding scheduling a meeting to discuss condemnation procedure | 0.20<br>250.00/hr | 50.00 |
| | Telephone conference with Dr. Mangoo-Karim regarding counter offer on Parcels 7 & 7A | 0.30<br>250.00/hr | 75.00 |
| | Draft and prepare counter offer acceptance letter to Dr. Mangoo-Karim regarding Parcel 7 & 7A<br>Hand Deliver package to Dr. Mangoo-Karim | 1.60<br>250.00/hr | 400.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 10/14/2014 | Telephone conference with PR Avila regarding East Lateral project | 0.30<br>250.00/hr | 75.00 |
| | Received and reviewed signed closing package from Valde Guerra regarding Parcel 13. | 0.20<br>250.00/hr | 50.00 |
| | Received and reviewed email from PR Avila regarding pay memo format | 0.20<br>250.00/hr | 50.00 |
| | Draft and prepare email to Monica Badillo with Hidalgo County regarding status of closing package for Parcel 13 | 0.20<br>250.00/hr | 50.00 |
| | Attend Hidalgo County Commissioners Court; Action Items and Executive Session | 2.90<br>250.00/hr | 725.00 |
| | Attend Hidalgo County Commissioners Court; Action Items and Executive Session | 2.90<br>250.00/hr | 725.00 |
| 10/15/2014 | Preparation of Pay Memo on Parcel 13<br>Draft and prepare package to PR Avila<br>Hand Deliver package to PR Avila requesting payment on Parcel 13 | 1.70<br>250.00/hr | 425.00 |
| | Telephone conference with Guadalupe Trevino regarding Parcel 29; rescheduling meeting | 0.20<br>250.00/hr | 50.00 |
| | Draft and prepare package with final offer letter to Paula Munoz regarding Parcel 34 | 0.40<br>250.00/hr | 100.00 |
| 10/17/2014 | Received and reviewed email from Jennifer Grupp with Aristocrat Process Serving regarding Parcel 34 | 0.10<br>250.00/hr | 25.00 |
| | Received and reviewed email from Kyle Jones with Aristocrat Process Serving regarding Parcel 34 | 0.10<br>250.00/hr | 25.00 |
| | Draft and prepare email to Kyle Jones with Aristocrat Process Serving regarding Parcel 34 | 0.10<br>250.00/hr | 25.00 |
| | File Management; Status Updates; Administrative Tasks | 1.80<br>250.00/hr | 450.00 |
| 10/20/2014 | Draft and prepare package to Hilda Garza regarding Parcel 1<br>Deliver package to Hilda Garza | 1.20<br>250.00/hr | 300.00 |
| | Telephone call to Alex Trevino Jr. regarding Parcel 29 | 0.10<br>250.00/hr | 25.00 |
| | Telephone call to Hector Decanini regarding Parcel 47 | 0.10<br>250.00/hr | 25.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 10/20/2014 | Telephone conference with Alex Trevino Jr. regarding Parcel 29; scheduling meeting with parent to discuss offer | 0.20 250.00/hr | 50.00 |
| | Received and reviewed email from Jennifer Grupp with Aristocrat Process Serving regarding Parcel 34 | 0.10 250.00/hr | 25.00 |
| | Draft and prepare email to Jennifer Grupp with Aristocrat Process Serving regarding Parcel 34 | 0.10 250.00/hr | 25.00 |
| | Conference with Leonel Garza | 0.20 250.00/hr | 50.00 |
| 10/21/2014 | Telephone conference with Hilda Garza regarding Parcel 16 closing status | 0.30 250.00/hr | 75.00 |
| | Telephone conference with Samuel Gonzalez regarding Parcel 16 closing status | 0.20 250.00/hr | 50.00 |
| | Draft and prepare email to Hilda Garza regarding Parcel 16 closing | 0.30 250.00/hr | 75.00 |
| 10/22/2014 | Telephone conference with Hilda Garza regarding Parcel 13 closing status | 0.20 250.00/hr | 50.00 |
| | Draft and prepare email to PR Avila regarding East Lateral project status | 0.10 250.00/hr | 25.00 |
| | Telephone conference with Guadalupe Trevino regarding Parcel 29; rescheduling meeting | 0.20 250.00/hr | 50.00 |
| 10/23/2014 | Telephone conference with Hilda Garza regarding East Lateral project closing status | 0.40 250.00/hr | 100.00 |
| | Telephone conference with Dr. Mangoo-Karim regarding status of counter offer | 0.20 250.00/hr | 50.00 |
| | Received and reviewed email from Hilda Garza regarding Parcel 13 closing | 0.20 250.00/hr | 50.00 |
| | Draft and prepare email to Hilda Garza regarding Parcel 13 closing | 0.10 250.00/hr | 25.00 |
| 10/24/2014 | Telephone conference with Samuel Gonzalez regarding Parcel 16 closing status | 0.40 250.00/hr | 100.00 |
| | Telephone conference with Guadalupe Trevino regarding Parcel 29; rescheduling meeting | 0.20 250.00/hr | 50.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 10/24/2014 | Pick up signed acceptance letters from Dr. Mangoo-Karim on Parcels 7 & 7A | 0.80<br>250.00/hr | 200.00 |
| | Draft and prepare email to Urban County regarding acceptance letters for Parcels 7 & 7A | 0.30<br>250.00/hr | 75.00 |
| 10/27/2014 | Received and reviewed email from Hilda Garza regarding Parcel 16 | 0.20<br>250.00/hr | 50.00 |
| | Draft and prepare email to Hilda Garza regarding Parcel 16 closing | 0.20<br>250.00/hr | 50.00 |
| 10/30/2014 | Received and reviewed email from Hilda Garza regarding closing package for Parcel 20<br>Pick up closing package<br>Prepare package for Valde Guerra<br>Hand Deliver closing package to Valde Guerra for County signature | 1.50<br>250.00/hr | 375.00 |
| | **For professional services rendered** | **32.22** | **$8,055.00** |
| | Additional Charges : | | |
| 10/15/2014 | Postage fee for Parcel 34 | | 19.99 |
| | Service fee for Parcel 34 | | 100.00 |
| | **Total additional charges** | | **$119.99** |
| | **Total amount of this bill** | | **$8,174.99** |
| | **Previous balance** | | **$21,611.92** |
| | Accounts receivable transactions | | |
| 10/1/2014 | Payment - Thank You No. 49284 | | ($6,944.99) |
| 10/14/2014 | Payment - Thank You No. 49303 | | ($6,958.75) |
| 10/28/2014 | Payment - Thank You No. 49333 | | ($7,708.18) |
| | **Total payments and adjustments** | | **($21,611.92)** |
| | Balance due | | $8,174.99 |

Parcel 34

**********
* YOUR RECEIPT *
* THANK YOU *
**********

10-15-2014 MC #:0000
DEPT 6 $19.99

TOTAL $19.99
CASH

PM12-30 0026

HAVE A NICE DAY
PLEASE COME AGAIN

**CUSTOMER USE ONLY**

**FROM:** (PLEASE PRINT) PHONE ( 956 ) 630-9401

RGV Right of Way Service
PO Box 720431
McAllen, TX 78504

**PAYMENT BY ACCOUNT (if applicable)**

| USPS® Corporate Acct. No. | Federal Agency Acct. No. or Postal Service™ Acct. No. |
|---|---|
| | |

EK 080120217 US

UNITED STATES POSTAL SERVICE®

**PRIORITY ★ MAIL ★ EXPRESS™**

**Post Office To Addressee**

**DELIVERY OPTIONS (Customer Use Only)**

☐ **SIGNATURE REQUIRED**

*Note:* The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability.

**TO:** (PLEASE PRINT) PHONE ( )

Aristocrat Process Serving
445 N. Waco St.
Wichita, KS

ZIP + 4® (U.S. ADDRESSES ONLY)
67202

**ORIGIN (POSTAL SERVICE USE ONLY)**

☒ 1-Day ☐ 2-Day ☐ Military ☐ DPO

| PO ZIP Code | Scheduled Delivery Date (MM/DD/YY) | Postage |
|---|---|---|
| 78504 | 10-16-14 | $ 19.99 |

| Date Accepted (MM/DD/YY) | Scheduled Delivery Time | Insurance Fee | COD Fee |
|---|---|---|---|
| 10-15-14 | 12:00 ☐ AM ☒ PM | $ | $ |

| Time Accepted | | | Return Receipt Fee |
|---|---|---|---|
| 12:30 | ☐ AM ☒ PM | ☐ Loss Guarantee Only | $ |

| Weight | | | Total Postage & Fees |
|---|---|---|---|
| 8.6 lbs. | ☐ Flat Rate oz. | ☐ Live Shipment | $ 19.99 |
| | | ☐ Sunday/Holiday Premium | Acceptance Employee Initials |

**DELIVERY (POSTAL SERVICE USE ONLY)**

| Delivery Attempt (MM/DD/YY) | Time | Employee Signature |
|---|---|---|
| | ☐ AM ☐ PM | |
| Delivery Attempt (MM/DD/YY) | Time | Employee Signature |
| | ☐ AM ☐ PM | |

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- $100.00 Insurance included.

LABEL 11-B, JULY 2013 PSN 7690-02-000-9998 **2-CUSTOMER COPY**

ARISTOCRAT PROCESS SERVING/KIS
115 E. Park St.
Ste. D
Olathe, KS 66061
Phone: (913) 780-2007
Fax: (888) 798-6494
34-2000254

# INVOICE

ARISTOCRAT PROCESS SERVING
INNOVATIVE PROCESS OF LEGAL NOTIFICATION

Invoice #AIL-2014023637
10/17/2014

RGV RIGHT-OF-WAY SERVICES, LLC
P.O. BOX 720431
ALLEN, TX 78504

**Case Number: XXXX**

Plaintiff:

Defendant:
**PAULA JANE MUNOZ ET AL**

Received: 10/16/2014 Served: 10/16/2014 12:22 pm .PERSONAL
To be served on: PAULA MUNOZ

**ITEMIZED LISTING**

| Line Item | Quantity | Price | Amount |
|---|---|---|---|
| RUSH SERVE | 1.00 | 100.00 | 100.00 |
| TOTAL CHARGED: | | | $100.00 |

**BALANCE DUE:** ~~$100.00~~

Thank you!

Pd. Rec'd
CK# 148
$100 -JDG

PLEASE REMIT ALL PAYMENTS FOR SERVICES TO THE CORPORATE OFFICE:

**ARISTOCRAT INVESTIGATIONS, LLC**
**115 E PARK ST., STE. D**
**OLATHE, KS 66061**

INVOICES ARE DUE UPON RECEIPT. LATE FEES OF 1.5% PER INVOICE PER MONTH WILL BE APPLIED TO ALL INVOICES OVER 30 DAYS OLD.

**ALL MAJOR CREDIT CARDS ACCEPTED**



Copyright © 1992-2013 Database Services, Inc. - Process Server's Toolbox V7.0i

## AFFIDAVIT OF SERVICE

PERSONAL COURIER SERVICE PACKAGE

Case Number: XXXX

Plaintiff:

vs.

Defendant:
**PAULA JANE MUNOZ ET AL**

For:
RGV RIGHT-OF-WAY SERVICES, LLC
P.O. BOX 720431
ALLEN, TX 78504

Received by ARISTOCRAT PROCESS SERVING/KIS on the 16th day of October, 2014 at 11:34 am to be served on **PAULA MUNOZ, 1330 S BLECKLEY, WICHITA, KS 67218**.

I, RICHARD MEEK-SPECIAL PROCESS SERVER, being duly sworn, depose and say that on the **16th day of October, 2014** at **12:22 pm, I:**

**PERSONALLY SERVED** by delivering a true copy of the PERSONAL COURIER SERVICE PACKAGE to: PAULA MUNOZ at the address of: **1330 S BLECKLEY, WICHITA, KS 67218**.

I certify that I am over the age of 18, have no interest in the above action, and am a process server in good standing in the judicial circuit in which the process was served. I declare under the penalty of perjury that the foregoing is true in substance and in fact to my best information and belief.

RICHARD MEEK-SPECIAL PROCESS SERVER

ARISTOCRAT PROCESS SERVING/KIS
115 E. Park St.
Ste. D
Olathe, KS 66061
(913) 780-2007

Our Job Serial Number: AIL-2014023637

Subscribed and Sworn to before me on the 17th day of October, 2014 by the affiant who is personally known to me.

NOTARY PUBLIC

JENNIFER GRUPP
Notary Public, State of Kansas
My Appointment Expires 4/29/18

Copyright © 1992-2013 Database Services, Inc. - Process Server's Toolbox V7.0i

RGV RIGHT-OF-WAY
SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: October 15, 2014

Aristocrat Process Serving
445 N. Wace Street
Wichita, KS 67202

**RE: PERSONAL COURIER SERVICE**

Dear Sir/Madam,

Enclosed herein please find our original letter package which needs to be delivered to Ms. Paula Jane Munoz at 1330 S. Bleckley, Wichita, Kansas.

Also enclosed is our check number 148 payable to Aristocrat Process Serving for One Hundred and 00/100 ($100.00) which represents your rush fee for the courier service.

Should you have any questions, please contact our office at your earliest convenience.

Sincerely,

Wendy L. Smith, Vice President
RGV Right-of-Way Services, LLC
Right of Way Agent

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 25, 2014

VIA FACSIMILE (956) 618-3357

Mary Jane Malone, Rita Kay Jeter,
Paul Lawrence Pracht, Patrick
Ernest Pracht, Thomas Allen Pracht
and Frances Louise Getzinger

c/o Mr. Luis Cardenas
Escobedo Tippit & Cardenas, LLP
3900 N. 10th St., Suite 950
McAllen, TX 78501

VIA OVERNIGHT DELIVERY

Paula Jane Munoz
1330 S. Bleckley
Wichita, KS 67218

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2
West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 34
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Dear Sir/Madam,

As you know, it is necessary for the County of Hidalgo (the "County"), to acquire property for the Drainage system which requires the purchase of the property referred to above. Inasmuch as negotiations to purchase this property have not been successful to date, a final offer is hereby submitted to you. According to authorization by the County, a total sum of $69,657.00 is offered for the required property rights, save and except oil, gas and sulphur rights with no right of exploration on the above described property, subject to clear title being secured.

If you desire to accept this offer, please contact Daniel G. Rios at (956) 630-9401 as soon as possible. If this offer is not accepted within fourteen (14) days from the date of delivery of this letter, it will be considered as having been rejected.

RGV RIGHT-OF-WAY SERVICES, LLC

If you elect to reject this offer, eminent domain proceedings will be initiated by the County. Thereafter, the Court will appoint three disinterested real property owners who reside in the County to serve as Special Commissioners, a date will be set for a hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the Court. The County may then deposit the amount of the award with the Court, at which time the County will be entitled to take possession of the property involved. After the deposit is made, you may withdraw your share of the award. If the award exceeds the amount of any subsequent judgment, you are required to repay the County the excess amount and any excess amount not repaid to the County may be deducted from eligible payments, if any, due to you as the property owner under the County's Relocation Assistance Program. If either you or the County is dissatisfied with the amount of the Special Commissioners' award, objections may be filed within the time prescribed by law and the case subsequently tried before the Court as are other civil cases.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

RGV RIGHT-OF-WAY SERVICES, LLC

OFFER RESPONSE FORM:

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 34
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Property Owners:

Mary Jane Malone, Rita Kay Jeter, Paul Lawrence Pracht, Patrick Ernest Pracht, Thomas Allen Pracht and Frances Louise Getzinger

c/o Mr. Luis Cardenas
Escobedo Tippit & Cardenas, LLP
3900 N. 10th St., Suite 950
McAllen, TX 78501

Paula Jane Munoz
1330 S. Bleckley
Wichita, KS 67218

| | | |
|---|---|---|
| Offer Amount: | 5.992 acres at $10,125.00 per acre | $60,669.00 |
| | Damages/Improvements | $8,988.00 |
| | **TOTAL OFFER AMOUNT** | **$69,657.00** |

_____ I accept the offer and would like to begin the sale and closing process.

_____ I do not accept the offer; the amount requested is _____.

_____ Signature

_____ Date

_____ Signature

_____ Date

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: October 14, 2014

VIA HAND DELIVERY
Dr. Roberto Mangoo-Karim
Mangoo-Karim Family, Ltd, Partnership
1901 S. 1st St., Suite 600
McAllen, Texas 78501

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.
ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 7
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road
Parcel Owner: Mangoo-Karim Family Ltd, Partnership

Dear Dr. Mangoo-Karim,

Please allow this serve as a response to your counter-offer regarding the Hidalgo County's offer to acquire certain real property described above. My client has agreed to accept your counter-offer in the amount of $2,714.00 for costs of the land and damages to the improvements.

Should this amount be acceptable to you, please provide your signature in the space provided below indicating that you have accepted this offer. And please return your signed copy of this document to my office in the self-addressed stamped envelope.

If this offer is acceptable, I anticipate that the commission will formally approve the acquisition at the Tuesday meeting following our receipt of your acceptance of this offer. After that point, this matter will be referred to a title company to conduct the appropriate closing of this transaction.

In the meantime, should you have any questions or concerns, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

OFFER RESPONSE FORM:

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 7
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Property Owner:

Dr. Roberto Mangoo-Karim
Mangoo-Karim Family, Ltd, Partnership
1901 S. 1st St., Suite 600
McAllen, Texas 78501

| | | |
|---|---|---|
| Counter Offer Amount: | 0.137 acres plus Damages/Improvements | $2,714.00 |
| | **TOTAL OFFER AMOUNT** | **$2,714.00** |

_____ I accept the offer and would like to begin the sale and closing process.

_____ _____

Signature Date

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: October 14, 2014

VIA HAND DELIVERY
Dr. Roberto Mangoo-Karim
Mangoo-Karim Family, Ltd, Partnership
1901 S. 1st St., Suite 600
McAllen, Texas 78501

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.
ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 7A
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road
Parcel Owner: Mangoo-Karim Family Ltd, Partnership

Dear Dr. Mangoo-Karim,

Please allow this serve as a response to your counter-offer regarding the Hidalgo County's offer to acquire certain real property described above. My client has agreed to accept your counter-offer in the amount of $11,400.00 for costs of the land and damages to the improvements.

Should this amount be acceptable to you, please provide your signature in the space provided below indicating that you have accepted this offer. And please return your signed copy of this document to my office in the self-addressed stamped envelope.

If this offer is acceptable, I anticipate that the commission will formally approve the acquisition at the Tuesday meeting following our receipt of your acceptance of this offer. After that point, this matter will be referred to a title company to conduct the appropriate closing of this transaction.

In the meantime, should you have any questions or concerns, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

OFFER RESPONSE FORM:

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 7A
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Property Owner:

Dr. Roberto Mangoo-Karim
Mangoo-Karim Family, Ltd, Partnership
1901 S. 1st St., Suite 600
McAllen, Texas 78501

| | | |
|---|---|---|
| Counter Offer Amount: | 0.718 acres plus Damages/Improvements | $11,400.00 |
| | **TOTAL OFFER AMOUNT** | **$11,400.00** |

_____ I accept the offer and would like to begin the sale and closing process.

_____ _____

Signature Date

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: October 10, 2014

VIA HAND DELIVERY

Mr. Valde Guerra, Executive Officer
County of Hidalgo
2818 S. Bus. Hwy 281
Edinburg, Texas 78539

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
GLO # 12-406-000-6453/DRS 210068
Parcel: 13

Dear Mr. Guerra

With regard to the above-referenced matter, enclosed herein please find the original closing package for your signature. Please sign and notarize the documents in the appropriate signature spaces. Thereafter, please have the original signed packaged returned to our office.

Should you have any questions, or need any further information, please do not hesitate to contact me at your earliest convenience.

Your prompt attention to this matter is greatly appreciated.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

# PAY MEMO REQUEST

Date: October 15, 2014

VIA HAND DELIVERY

Mr. P.R. Avila
Hidalgo County Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
GLO # 12-406-000-6453/DRS 210068
Parcel: 13 – Sue Ann Whalen Carlson

Dear Mr. Avila:

In connection with the above-referenced matter, enclosed herein please find the following:

1. Copy of the Settlement Statement;
2. 1099-S Form;
3. Appraisal Report;
4. Counteroffer letter/approval; and
5. Copy of the unrecorded Drainage Easement document with legal description signed by Ms. Sue Ann Whalen Carlson, landowner.

Please process for payment a check to Valley Land Title Company in the amount of Seven Thousand Six Hundred Thirty One and 34/100 Dollars ($7,631.34) for the closing of this parcel. The original right of way drainage easement document will be held by the title company and recorded as soon as payment to the title company is processed.

Please process payment from Account # 6540-62-0100-5000-6200 that has been set up for Right of Way Acquisition for this project.

Commissioners Court approved this project for acquisition on May 7, 2013.

Should you have any questions or concerns, please feel free to contact me at (956) 630-9401.

Respectfully,

Amy Rosas, Managing Member
RGV Right-of-Way Services, LLC




P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: October 30, 2014

VIA HAND DELIVERY

Mr. Valde Guerra, Executive Officer
County of Hidalgo
2818 S. Bus. Hwy 281
Edinburg, Texas 78539

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
GLO # 12-406-000-6453/DRS 210068
Parcel: 20

Dear Mr. Guerra

With regard to the above-referenced matter, enclosed herein please find the original closing package for your signature. Please sign and notarize the documents in the appropriate signature spaces. Thereafter, please have the original signed packaged returned to our office.

Should you have any questions, or need any further information, please do not hesitate to contact me at your earliest convenience.

Your prompt attention to this matter is greatly appreciated.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

**WORK AUTHORIZATION #09**
**LABOR DETAIL**
**East Lateral Drain**

| Oct. 2014 | Project Manager | Sr. Engineer | Project Engineer (III) | Sr. Engr. Designer | ROW Administrator | Admin/Clerical |
|---|---|---|---|---|---|---|
| | $232.61 | $187.37 | $159.15 | $117.57 | | $73.13 |
| Dates: | | | | | | |
| 10/13/2014 | | | | 1 | | |
| **Total** | $0.00 | $0.00 | $0.00 | $117.57 | | $0.00 |
| | 0 | 0 | 0 | 1 | | 0 |

1

| **Total** | **$117.57** |
|---|---|

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

# Letter of Transmittal

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

**DATE:** October 23, 2014

**REF.:** East Lateral Drain October Invoice

**TEDSI PROJECT NO.:** 2013-1128-09

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☐ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | Invoice No. 20142109 for Project No. 2013-1128-09 |
| 1 | Labor Detail |
| 1 | Project Progress Report (PDF) |
| 1 | CD PDF Files |
| | |
| | |
| | |
| | |
| | |
| | |

**REMARKS:**

Thank you,

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
NOV 18 2014
10:00 AM PM
BY: RosaAlvarez

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

If enclosures are not as stated, please notify us.

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE EDINBURG, TEXAS 78542 (956) 292-7080 FAX (956) 292-7089

HCDD#1

GODFREY GARZA, JR.
MANAGER

## INVOICE PROCESSING CHECKLIST

Date Received: 1-28-2015

Engineer/Firm Name: TEDSI

Project Name/Number: GLO-Review E. Lateral Drain

Invoice No: # 2014 2202

Logged in and Scanned: 318PM By: Rosa Arce Forwarded to: Garza, Joey

| Engineer | Name | Date | Comment |
|---|---|---|---|
| Scope of work reviewed | | | |
| | | | |
| | | | |

| Accounting | Name | Date | Comment |
|---|---|---|---|
| Encumberance | | | |
| Purchase Order Attached | | | |
| Audit | | | |
| Final Approval for Agenda | | | |
| | | | |

| | Name | Date | Comment |
|---|---|---|---|
| Placed on Agenda | | | |

Additional Comments: _____

#4

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

# Letter of Transmittal

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

**DATE:** January 22, 2015

**REF.:** GLO-Review
East Lateral Drain November thru December Invoice

**TEDSI PROJECT NO.:** 2013-1128-09

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☐ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | Invoice No. 20142202 for Project No. 2013-1128-09 |
| 1 | Labor Detail |
| 1 | Project Progress Report (PDF) in CD |
| 1 | CD PDF Files (E. Lateral R.O.W. Acquisition Nov-Dec-Backup) Jan. 26, 15 |
| | |
| | |
| | |
| | |
| | |

**REMARKS:**

Thank you,

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JAN 28 2015
3:00 AM / PM
BY: RosaArce

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

If enclosures are not as stated, please notify us.

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 2 8 2015

3:50 AM / PM

BY: RosaArze

**TEDSI INFRASTRUCTURE GROUP**
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

January 22, 2015
Project No: 2013-1128-09
Invoice No: 20142202

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

Project 2013-1128-09 GLO-Review East Lateral Drain

**Account No. 13-132-433-039-43340**
**P. O. No. 623575**
**Precinct One 2012 Bond Referendum**
**Work Authorization No. 9**

**Professional Services from November 01, 2014 to December 31, 2014**

Phase 100 GMC Services

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing | |
|---|---|---|---|---|---|---|
| General Management Consultant Services | 29,069.25 | 32.20 | 9,360.30 | 8,119.04 | 1,241.26 | |
| Total Fee | 29,069.25 | | 9,360.30 | 8,119.04 | 1,241.26 | |
| | | **Total Fee** | | | | **1,241.26** |
| | | | | **Total this Phase** | | **$1,241.26** |

Phase 200 ROW Services

**Consultants**

Reimbursable Consultants Expense

| | | | |
|---|---|---|---|
| 12/31/2014 | RGV Right-Of-Way Services, LLC - Invoice No. 10019 | 3,125.00 | |
| | **Total Consultants** | **3,125.00** | **3,125.00** |
| | | **Total this Phase** | **$3,125.00** |

| Billing Summary | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 4,366.26 | 72,508.16 | 76,874.42 |
| Total Fee | | | 94,069.25 |
| Remaining Fee | | | 17,194.83 |

**Total this Invoice** **$4,366.26**

| Project | 2013-1128-09 | East Lateral Drain | Invoice | 20142202 |
|---|---|---|---|---|

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20142109 | 10/23/2014 | 8,551.18 |
| 20142143 | 11/13/2014 | 8,299.99 |
| **Total** | | **16,851.17** |

**Total Now Due** **$21,217.43**

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

Authorized By: _____ Date: 1.22.15

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

POSTED

**RGV Right-of-Way Services, LLC**
P.O. Box 720431
McAllen, TX 78504

Invoice submitted to:
TEDSI Infrastructure Group
c/o Mr. Mark Lupher
1201 E. Expressway 83
Mission, TX 78572

TEDSI INFRASTRUCTURE GROUP
Project No. 2018-1128-09 Phase No. 200
☐ Lump Sum ☒ Approved ☐ Hold
☒ Hourly ☐ Rejected ☐ Process
Sign MWL Date 1/22/15

November 25, 2014

In Reference To:East Lateral Project
Invoice #10019

Professional Services

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 10/31/2014 | File Management; Status Updates; Administrative Tasks | 0.60<br>250.00/hr | 150.00 |
| 11/4/2014 | Preparation of Pay Memo on Parcel 20Draft and prepare package to PR Avila<br>Hand Deliver package to PR Avila requesting payment on Parcel 20<br>Meeting with PR Avila regarding GLO-1 Form | 1.70<br>250.00/hr | 425.00 |
| | Receive and review signed closing package from Valde Guerra regarding Parcel 20<br>Deliver original closing package to B. Saenz with Valley Land Title | 1.30<br>250.00/hr | 325.00 |
| | Preparation of GLO-1 Form on Parcel 13 | 0.50<br>250.00/hr | 125.00 |
| 11/7/2014 | File Management; Status Updates; Administrative Tasks | 1.20<br>250.00/hr | 300.00 |
| 11/10/2014 | Attend Hidalgo County Commissioners meeting | 1.60<br>250.00/hr | 400.00 |
| | Telephone call to Hector Decanini; left message | 0.10<br>250.00/hr | 25.00 |
| | Telephone call to Alejandro Trevino left message | 0.10<br>250.00/hr | 25.00 |
| 11/12/2014 | Received and reviewed email from PR Avila regarding copy of check for Parcel 20 | 0.10<br>250.00/hr | 25.00 |
| 11/14/2014 | Draft and prepare package to Belia Saenz/Sonia Villarreal with Valley Land Title regarding Parcel 7 and 7ADeliver package to Valley Land Title | 1.30<br>250.00/hr | 325.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 11/14/2014 | Received and reviewed email from PR Avila regarding East Lateral | 0.10<br>250.00/hr | 25.00 |
| | File Management; Status Updates; Administrative Tasks | 0.80<br>250.00/hr | 200.00 |
| 11/18/2014 | Preparation of GLO-1 Form on Parcel 20 | 0.50<br>250.00/hr | 125.00 |
| | Telephone call to Hector Decanini; left message | 0.10<br>250.00/hr | 25.00 |
| | Telephone call to Alejandro Trevino left message | 0.10<br>250.00/hr | 25.00 |
| | Attend Hidalgo County Commissioners meeting | 1.20<br>250.00/hr | 300.00 |
| 11/19/2014 | Telephone conference with J. Adams regarding East Lateral | 0.20<br>250.00/hr | 50.00 |
| | Telephone conference with J. Adams regarding East Lateral | 0.10<br>250.00/hr | 25.00 |
| 11/21/2014 | File Management; Status Updates; Administrative Tasks | 0.50<br>250.00/hr | 125.00 |
| 11/24/2014 | Email correspondence with Sonia Villarreal/Belia Saenz - Valley Land Title regarding Parcels 7 and 7A | 0.40<br>250.00/hr | 100.00 |
| | **For professional services rendered** | **12.50** | **$3,125.00** |
| | **Previous balance** | | **$8,174.99** |
| | Balance due | | $11,299.99 |

**WORK AUTHORIZATION #09**
**LABOR DETAIL**
**East Lateral Drain**

| Nov. - Dec. 2014 | Project Manager | Sr. Engineer | Project Engineer (III) | Sr. Engr. Designer | ROW Administrator | Admin/Clerical | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | $232.61 | $187.37 | $159.15 | $117.57 | | $73.13 | |
| Dates: | | | | | | | |
| | | | | | | | |
| 12/7/2015 | | | | 4 | | 1 | |
| 12/10/2015 | | | | 2 | | 1 | |
| 12/14/2015 | | 1 | | 2 | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| **Total** | $0.00 | $187.37 | $0.00 | $940.56 | | $146.26 | |
| | 0 | 1 | 0 | 8 | | 2 | 11 |

| **Total** | **$1,274.19** |
|---|---|

# Hidalgo County Drainage District No. 1

902 North Doolittle Road Edinburg, Texas 78542 Office: (956) 292-7080 Fax: (956) 292-7089

## Invoice Processing Checklist

Date Received: 4-1-15

Engineer/Firm Name: Tedsi Infrastructure Grp.

Project Name/Number: East Lateral Drain

Invoice No.: 20142274

Purchase Order No.:

Received By: Esther

Forwarded to: Joey

Additional Comments: Attachments: CD "E. Lateral R.O.W. Acquisition Jan-Feb. Backup"

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

# Letter of Transmittal

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

**DATE:** March 31, 2015

**REF.:** East Lateral Drain January thru February Invoice

**TEDSI PROJECT NO.:** 2013-1128-09

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☐ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | Invoice No. 20142274 for Project No. 2013-1128-09 |
| 1 | Labor Detail |
| 1 | Project Progress Report (PDF) in CD |
| 1 | CD PDF Files |
| | |
| | |
| | |
| | |
| | |
| | |

**REMARKS:**

Thank you,

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

If enclosures are not as stated, please notify us.

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 01 2015
1:25 AM / PM
BY: Esther Lawton

**TEDSI INFRASTRUCTURE GROUP**
TEDSI
TBPE F-1640
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

March 30, 2015
Project No: 2013-1128-09
Invoice No: 20152274

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

Project 2013-1128-09 GLO-Review East Lateral Drain

**Account No. 13-132-433-039-43340**
**P. O. No. 623575**
**Precinct One 2012 Bond Referendum**
**Work Authorization No. 9**

**Professional Services from January 01, 2015 to February 28, 2015**

Phase 100 GMC Services

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing | |
|---|---|---|---|---|---|---|
| General Management Consultant Services | 29,069.25 | 40.986 | 11,914.32 | 9,360.30 | 2,554.02 | |
| Total Fee | 29,069.25 | | 11,914.32 | 9,360.30 | 2,554.02 | |
| | | **Total Fee** | | | | **2,554.02** |
| | | | | **Total this Phase** | | **$2,554.02** |

Phase 200 ROW Services

**Consultants**

Reimbursable Consultants Expense

| | | | | |
|---|---|---|---|---|
| 1/31/2015 | RGV Right-Of-Way Services, LLC | Invoice No. 10021 | 2,800.00 | |
| | **Total Consultants** | | **2,800.00** | **2,800.00** |
| | | | **Total this Phase** | **$2,800.00** |

| **Billing Summary** | **Current** | **Prior** | **To-Date** | |
|---|---|---|---|---|
| Total Billings | 5,354.02 | 76,874.42 | 82,228.44 | |
| Total Fee | | | 94,069.25 | |
| Remaining Fee | | | 11,840.81 | |
| | | | **Total this Invoice** | **$5,354.02** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20142109 | 10/23/2014 | 8,551.18 |
| 20142143 | 11/13/2014 | 8,299.99 |
| 20142202 | 1/22/2015 | 4,366.26 |
| **Total** | | **21,217.43** |

**Total Now Due** **$26,571.45**

| Project | 2013-1128-09 | East Lateral Drain | Invoice | 20152274 |
|---|---|---|---|---|

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

Authorized By: _____ Date: 3·30·15

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

POSTED

**RGV Right-of-Way Services, LLC**
P.O. Box 720431
McAllen, TX 78504

Invoice submitted to:
TEDSI Infrastructure Group
c/o Mr. Mark Lupher
1201 E. Expressway 83
Mission, TX 78572

January 29, 2015

In Reference To:East Lateral Project
Invoice #10021

TEDSI INFRASTRUCTURE GROUP
Project No. 2013-1128-09 Phase No 20 6
☐ Lump Sum ☒ Approved ☐ Hold
☒ Hourly ☐ Rejected ☐ Process
Sign MJL Date 2/10/15

Professional Services

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 12/1/2014 | Received and reviewed email correspondence from Sonia Villarreal regarding closing status | 0.10 250.00/hr | 25.00 |
| | Draft and prepare email correspondence to Sonia Villarreal regarding closing status | 0.10 250.00/hr | 25.00 |
| 12/5/2014 | Telephone conference with PR Avila regarding project status | 0.10 250.00/hr | 25.00 |
| | File Management; Status Updates; Administrative Tasks | 1.00 250.00/hr | 250.00 |
| 12/8/2014 | Telephone call to Guadalupe Trevino regarding Parcel 29 | 0.10 250.00/hr | 25.00 |
| | Telephone conference with Hector Decanini regarding Parcel 47 | 0.10 250.00/hr | 25.00 |
| 12/12/2014 | File Management; Status Updates; Administrative Tasks | 0.60 250.00/hr | 150.00 |
| 12/19/2014 | File Management; Status Updates; Administrative Tasks | 0.80 250.00/hr | 200.00 |
| 12/29/2014 | Received and reviewed email correspondence from Sonia Villarreal regarding project closing status | 0.10 250.00/hr | 25.00 |
| | Received and reviewed email correspondence from Sonia Villarreal regarding Parcel 16 | 0.10 250.00/hr | 25.00 |
| | Received and reviewed email correspondence from Sonia Villarreal regarding closing status | 0.10 250.00/hr | 25.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 12/29/2014 | Draft and prepare email correspondence to Sonia Villarreal regarding closing status | 0.10 250.00/hr | 25.00 |
| 1/5/2015 | Received and reviewed email correspondence from Sonia Villarreal regarding project closing status | 0.10 250.00/hr | 25.00 |
| | Draft and prepare email correspondence to Sonia Villarreal regarding closing status | 0.10 250.00/hr | 25.00 |
| 1/6/2015 | Draft and prepare email correspondence to Sonia Villarreal regarding Parcel 20 | 0.10 250.00/hr | 25.00 |
| 1/8/2015 | Telephone conference with Michael Green regarding Parcel 48 | 0.10 250.00/hr | 25.00 |
| | Telephone conference with PR Avila regarding project status | 0.10 250.00/hr | 25.00 |
| | Received and reviewed email correspondence from Sonia Villarreal regarding Parcel 48 | 0.20 250.00/hr | 50.00 |
| | Draft and prepare email correspondence to Sonia Villarreal regarding Parcel 48 | 0.10 250.00/hr | 25.00 |
| 1/9/2015 | Research regarding access on Parcel 48 | 0.40 250.00/hr | 100.00 |
| | Telephone call to Mark Corbitt regarding Parcel 48 | 0.10 250.00/hr | 25.00 |
| | Draft and prepare correspondence to George D'Hemecourt regarding Parcel 42 | 0.40 250.00/hr | 100.00 |
| | File Management; Status Updates; Administrative Tasks | 1.10 250.00/hr | 275.00 |
| 1/12/2015 | Meeting with Sonia Villarreal with Valley Land Title regarding project status | 0.70 250.00/hr | 175.00 |
| | Telephone call to Bill Pope regarding Parcel 1 | 0.10 250.00/hr | 25.00 |
| | Telephone call to Sam Gonzalez regarding Parcel 16 | 0.10 250.00/hr | 25.00 |
| | Telephone conference with Samuel Gonzalez regarding Parcel 16 | 0.10 250.00/hr | 25.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 1/12/2015 | Received and reviewed email correspondence from PR Avila regarding project status | 0.10 250.00/hr | 25.00 |
| | Draft and prepare email correspondence to PR Avila regarding project status | 0.10 250.00/hr | 25.00 |
| 1/13/2015 | Received and reviewed email correspondence from Sonia Villarreal regarding Parcel 7 & 7A | 0.10 250.00/hr | 25.00 |
| | Received and reviewed email correspondence from PR Avila regarding Parcel 7 & 7A | 0.10 250.00/hr | 25.00 |
| | Received and reviewed email correspondence from Sonia Villarreal regarding Parcel 7 & 7A | 0.10 250.00/hr | 25.00 |
| | Draft and prepare email correspondence to Sonia Villarreal regarding Parcel 7 & 7A | 0.10 250.00/hr | 25.00 |
| | Draft and prepare email correspondence to PR Avila regarding Parcel 7 & 7A | 0.10 250.00/hr | 25.00 |
| 1/14/2015 | Telephone conference with George D'Hemecourt regarding Parcel 42 | 0.10 250.00/hr | 25.00 |
| | Received and reviewed email correspondence from Sonia Villarreal regarding Parcel 48 | 0.10 250.00/hr | 25.00 |
| | Received and reviewed email correspondence Sonia Villarreal regarding Parcel 16 | 0.20 250.00/hr | 50.00 |
| | Draft and prepare email correspondence to Sonia Villarreal regarding Parcel 16 | 0.10 250.00/hr | 25.00 |
| | Pick up original recorded Easement and Owners Title Policy regarding Parcel 20 Draft and prepare correspondence and package to Urban County | 1.00 250.00/hr | 250.00 |
| 1/16/2015 | Received and reviewed email correspondence PR Avila regarding project status | 0.10 250.00/hr | 25.00 |
| | File Management; Status Updates; Administrative Tasks | 0.60 250.00/hr | 150.00 |
| 1/21/2015 | Received and reviewed email correspondence from PR Avila regarding Parcel 34 | 0.10 250.00/hr | 25.00 |
| 1/22/2015 | Received and reviewed email correspondence from Greg Kazen regarding Parcel 34 | 0.10 250.00/hr | 25.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 1/22/2015 | Draft and prepare email correspondence to Greg Kazen regarding Parcel 34 | 0.10<br>250.00/hr | 25.00 |
| 1/23/2015 | File Management; Status Updates; Administrative Tasks | 0.40<br>250.00/hr | 100.00 |
| 1/26/2015 | Received and reviewed email correspondence from Greg Kazen regarding scheduling meeting for Parcel 34 | 0.10<br>250.00/hr | 25.00 |
| | Received and reviewed email correspondence from Sonia Villarreal with Valley Land Title regarding closing status | 0.10<br>250.00/hr | 25.00 |
| | Received and reviewed email correspondence from PR Avila regarding Parcel 34 | 0.10<br>250.00/hr | 25.00 |
| | Draft and prepare email correspondence to Sonia Villarreal regarding closing status | 0.10<br>250.00/hr | 25.00 |
| 1/28/2015 | Received and reviewed email correspondence from George D'Hemecourt regarding Parcel 42 | 0.10<br>250.00/hr | 25.00 |
| | **For professional services rendered** | **11.20** | **$2,800.00** |
| | **Previous balance** | | **$11,299.99** |
| | Accounts receivable transactions | | |
| 12/2/2014 | Payment - Thank You No. 49393 | | ($8,174.99) |
| | **Total payments and adjustments** | | **($8,174.99)** |
| | Balance due | | $5,925.00 |

**WORK AUTHORIZATION #09**
**LABOR DETAIL**
**East Lateral Drain**

| Jan. - Feb 2015 | Project Manager | Sr. Engineer | Project Engineer (III) | Sr. Engr. Designer | ROW Administrator | Admin/Clerical | |
|---|---|---|---|---|---|---|---|
| | $232.61 | $187.37 | $159.15 | $117.57 | | $73.13 | |
| Dates: | | | | | | | |
| | | | | | | | |
| 1/5/2015 | | | | 1 | | | |
| 1/15/2015 | | | | 1 | | | |
| 1/19/2015 | | | | 1 | | | |
| 1/26/2015 | | | | 1 | | | |
| 1/27/2015 | | | | 2 | | | |
| 1/30/2015 | | | | 1 | | | |
| 2/2/2015 | | | | 2 | | | |
| 2/9/2015 | | | | 1 | | | |
| 2/10/2015 | | | | 2 | | | |
| 2/16/2015 | | | | 1 | | | |
| 2/17/2015 | | | | 1 | | | |
| 2/18/2015 | | 2 | | 1 | | | |
| 2/20/2015 | | | | 1 | | | |
| 2/23/2015 | | | | 2 | | 1 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| **Total** | $0.00 | $374.74 | $0.00 | $2,116.26 | | $73.13 | |
| | 0 | 2 | 0 | 18 | | 1 | 21 |

| **Total** | **$2,564.13** |
|---|---|

# Hidalgo County Drainage District No. 1

902 North Doolittle Road Edinburg, Texas 78542 Office: (956) 292-7080 Fax: (956) 292-7089

## Invoice Processing Checklist

Date Received: 4.24.2015

Engineer/Firm Name: TEDSI

Project Name/Number: GLO-Review E. Lateral Drain

Invoice No.: 2015-304

Purchase Order No.: 623575

Received By: Rosa Luu

Forwarded to: Joey Garza

Total # of Pages Submitted: 3

Attachments: CD: ✓ E. Lateral ROW. Aquisition March Backup. USB: _____ Other: _____ N/A: _____

Additional Comments: _____

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 24 2015

12:00 AM/PM

BY: Rosa

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

April 22, 2015
Project No: 2013-1128-09
Invoice No: 20152304

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

Project 2013-1128-09 GLO-Review East Lateral Drain

**Account No. 13-132-433-039-43340**
**P. O. No. 623575**
**Precinct One 2012 Bond Referendum**
**Work Authorization No. 9**

**Professional Services from March 01, 2015 to March 31, 2015**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing | |
|---|---|---|---|---|---|---|
| General Management Consultant Services | 29,069.25 | 43.5221 | 12,651.55 | 11,914.32 | 737.23 | |
| Total Fee | 29,069.25 | | 12,651.55 | 11,914.32 | 737.23 | |
| | | **Total Fee** | | | | **737.23** |
| | | | | **Total this Phase** | | **$737.23** |

| Billing Summary | Current | Prior | To-Date | |
|---|---|---|---|---|
| Total Billings | 737.23 | 82,228.44 | 82,965.67 | |
| Total Fee | | | 94,069.25 | |
| Remaining Fee | | | 11,103.58 | |
| | | | **Total this Invoice** | **$737.23** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20142109 | 10/23/2014 | 8,551.18 |
| 20142143 | 11/13/2014 | 8,299.99 |
| 20142202 | 1/22/2015 | 4,366.26 |
| 20152274 | 3/30/2015 | 5,354.02 |
| **Total** | | **26,571.45** |

**Total Now Due** **$27,308.68**

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

Authorized By: _____ Date: 4.22.15
Mark W. Lupher, P.E., RPLS
Executive Vice President

**WORK AUTHORIZATION #09**
**LABOR DETAIL**
**East Lateral Drain**

| Mar. 2015 | Project Manager | Sr. Engineer | Project Engineer (III) | Sr. Engr. Designer | ROW Administrator | Admin/Clerical |
|---|---|---|---|---|---|---|
| | $232.61 | $187.37 | $159.15 | $117.57 | | $73.13 |
| Dates: | | | | | | |
| 3/2/2015 | | | | 1 | | |
| 3/6/2015 | | | | 1 | | |
| 3/9/2015 | | | | 1 | | |
| 3/16/2015 | | | | 1 | | |
| 3/19/2015 | | | | 1 | | |
| 3/20/2015 | | | | 1 | | |
| Total | $0.00 | $0.00 | $0.00 | $705.42 | | $0.00 |
| | 0 | 0 | 0 | 6 | | 0 |

6

| Total | $705.42 |
|---|---|

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

# Letter of Transmittal

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

**DATE:** April 23, 2015

**REF.:** East Lateral Drain March Invoice

**TEDSI PROJECT NO.:** 2013-1128-09

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☐ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☒ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | Invoice No. 20152304 for Project No. 2013-1128-09 |
| 1 | Labor Detail |
| 1 | Project Progress Report (PDF) in CD |
| 1 | CD PDF Files |
| | |
| | |
| | |
| | |
| | |
| | |

**REMARKS:**

Thank you,

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 24 2015
12:00 AM (PM)
BY: Rosa Cue

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

If enclosures are not as stated, please notify us.

**AI -50177** **16.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Jaime Salazar Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

**2013 BOND SERIES / RURAL DRAINAGE DEVELOPMENT**

A.) Requesting approval to advertise for RFB No. HCDD1-15-009-07-22A "Pct. 4 - Hoehn Road Area Drainage and Road Improvements".

B.) Requesting approval to advertise for RFB No. HCDD1-15-010-0722B " Pct. 4 - Tower Rd. & Mile 17 1/2 Area Drainage Improvements Including Bandera Estates, Tower Heights and Four Queens Subdivisions".

BACKGROUND

---

Fiscal Impact

Attachments

*No file(s) attached.*

---

**Form Review**

| **Inbox** | **Reviewed By** | **Date** |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/18/2015 11:59 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |
| Form Started By: Lora Briones | | Started On: 06/18/2015 09:42 AM |
| Final Approval Date: 06/19/2015 | | |

**AI -50138** **17.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Lora Briones

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

2013 Bond Series Construction Payments:
A.) Application for Payment No. 2 in the amount of $79,268.22 from Rojas Construction & Paving related to Construction Contract No. HCDD1-14-011-04-029 Pct.4 North Seminary Drainage. Project Engineer: Quintanilla Headlley & Associates.

B.) Application for Payment No. 5 in the amount of $17,262.00 from Texas Cordia Construction , LLC. related to Construction Contract No. HCDD1-14-004-02-11 Pct.4 Edinburg Drain Stub Out to South Main Drain Project. Project Engineer: Guzman & Muñoz Engineering & Surveying Inc.

BACKGROUND

---

Fiscal Impact

Attachments

Rojas Construction PMT#2-N. Seminary

---

**Form Review**

| **Inbox** | **Reviewed By** | **Date** |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/19/2015 11:45 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |

Form Started By: Claudette Guerrero Started On: 06/16/2015 04:52 PM

Final Approval Date: 06/19/2015

# Hidalgo County Drainage District No. 1

902 North Doolittle Road Edinburg, Texas 78542 Office: (956) 292-7080 Fax: (956) 292-7089

## Invoice Processing Checklist

Date Received: **5/22/2015**

Engineer/Firm Name: **Quintanilla Headley & Associates/Rojas Construction**

Project Name/Number: **HC Pct. 4 North Seminary Drainage**

Invoice No.: **Application for PMT No. 2**

Purchase Order No.:

Received By: **Rosa Arce**

Forwarded to: **Joey Garza**

Total # of Pages Submitted: 111 pages

Attachments:

Additional Comments:

# APPLICATION FOR PMT #2

To: Quintanilla, Headley and Associates Inc. (OWNER)
From: Rojas Construction & Paving (CONTRACTOR)
Contract: HCDD1-14-011-04-029
Project: Hidalgo County Pct. 4 North Seminary Drainage
OWNER's Contract No. HCDD1-14-011-04-029 ENGINEER's Project No. Project Number
For Work accomplished through the date of: 30-Apr-2015

| | | | |
|---|---|---|---|
| 1. | Original Contract Price: | | $ 351,523.80 |
| 2. | Net change by Change Orders and Written Agreements (+ or -): | | $ 25,534.00 |
| 3. | Current Contract Price (1 plus 2): | | $ 377,057.80 |
| 4. | Total completed and stored to date: | | $ 240,143.40 |
| 5. | Retainage (per Agreement): | | |
| | 10% of completed Work: | $ 24,014.34 | |
| | 10% of stored material: | $ - | |
| | Total Retainage: | | $ 24,014.34 |
| 6. | % of Construction $ Amount Completed: | | |
| | 64% of contracted $ amount has been completed | | |
| 7. | % of Construction Time Completed: | | |
| | 90 Original Contract Time in Working Days | | |
| | Net change by Change Orders and Written Agreements (+ or -) | | |
| | 90 Current Contract Time | | |
| | Total Contract Days Used to Application Date in Working Days | | |
| | 0.00% of contract days have been completed | | |
| 8. | Total completed and stored to date less retainage (4 minus 5): | | $ 216,129.06 |
| 9. | Less previous Application for Payments: | | $ (136,860.84) |
| 10. | Balance to Finish: | | $ 136,914.40 |
| 11. | AMOUNT DUE THIS APPLICATION (8 MINUS 9): | | **$ 79,268.22** |

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
MAY 28 2015
5:00 AM / PM
BY: Rosa Arre

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 #2 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 7-May-15

Rojas Construction & Paving
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 19th
day of May 2015

_____
Notary Public
My Commission expires: May 16, 2018

ELISA VASQUEZ JENNINGS
Notary Public, State of Texas
My Commission Expires
May 16, 2018

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Dated 5-21-15

Quintanilla, Headley and Associates
ENGINEER

By: _____

# Schedule of Values

| | |
|---|---|
| Contractor Name: | Rojas Construction & Paving |
| Starting Date: | 17-Feb-2015 |
| Project Ending Date: | 18-May-2015 |
| Retainage Percent: | 10% |

| | |
|---|---|
| Application: | PMT #2 |
| Application Date: | 4-May-2015 |
| Period To: | 30-Apr-2015 |
| Engineer Firm | City of McAllen |

**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 | Total Completed to Date | Retainage to Date | Total Completed Less Retainage | Previous Payments | Balance To Finish |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HCDD1-14-011-04-029 | Hidalgo County Pct. 4 North Seminary Drainage | $ 377,057.80 | $ 25,534.00 | $ 152,067.60 | $ 15,206.76 | $ 136,860.84 | $ 88,075.80 | $ 8,807.58 | $ 79,268.22 | $ 240,143.40 | $ 24,014.34 | $ 216,129.06 | $ 136,860.84 | $ 136,914.40 |
| | | | | | | | | | | | | | | |
| | **TOTALS:** | **$ 377,057.80** | **$ 25,534.00** | **$ 152,067.60** | **$ 15,206.76** | **$ 136,860.84** | **$ 88,075.80** | **$ 8,807.58** | **$ 79,268.22** | **$ 240,143.40** | **$ 24,014.34** | **$ 216,129.06** | **$ 136,860.84** | **$ 136,914.40** |

# Quantity Worksheet

Contractor Name: Rojas Construction & Paving
Starting Date: 17-Feb-2015
Project Ending Date: 18-May-2015
Engineer's / County Project Desc: Hidalgo County Pct. 4 North Seminary Drainage

Application: PMT #2
Application Date: 7-May-2015
Period To: 30-Apr-2015
Engineer's / County Project No.: Project Number

| No. | en | Description | Unit | Original Schedule Value | | | Application #1 | | | Application #2 | | | | 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 |
| | | **BASE BID - Drainage Improvements** | | | | | | | | | | | | | |
| 1 | | 18" RCP TONGUE & GROOVE CL III | LF | $ 27.00 | 108.00 | $ 2,916.00 | | - | $ - | 76.00 | 76.00 | $ 2,052.00 | $ 2,052.00 | 32.00 | $ 864.00 |
| 2 | | 18" RRGCP RUBBER GASKET CL III | LF | $ 30.60 | 140.00 | $ 4,284.00 | 45.00 | 45.00 | $ 1,377.00 | 95.00 | 140.00 | $ 2,907.00 | $ 4,284.00 | 0.00 | $ - |
| 3 | | 24" RCP TONGUE & GROOVE CL III | LF | $ 34.20 | 1,584.00 | $ 54,172.80 | | - | $ - | 1,467.00 | 1,467.00 | $ 50,171.40 | $ 50,171.40 | 117.00 | $ 4,001.40 |
| 4 | | 24" RRGCP RUBBER GASKET CL III | LF | $ 37.80 | 56.00 | $ 2,116.80 | | - | $ - | 56.00 | 56.00 | $ 2,116.80 | $ 2,116.80 | 0.00 | $ - |
| 5 | | 30" RCP TONGUE & GROOVE CL III | LF | $ 50.40 | 1,288.00 | $ 64,915.20 | 1,273.00 | 1,273.00 | $ 64,159.20 | 15.00 | 1,288.00 | $ 756.00 | $ 64,915.20 | 0.00 | $ - |
| 6 | | 30" RRGCP RUBBER GASKET CL III | LF | $ 54.00 | 175.00 | $ 9,450.00 | 90.00 | 90.00 | $ 4,860.00 | 85.00 | 175.00 | $ 4,590.00 | $ 9,450.00 | 0.00 | $ - |
| 7 | | 42" RCP TONGUE & GROOVE CL III | LF | $ 76.50 | 648.00 | $ 49,572.00 | 648.00 | 648.00 | $ 49,572.00 | | 648.00 | $ - | $ 49,572.00 | 0.00 | $ - |
| 8 | | S.E.T. | EA | $ 990.00 | 5.00 | $ 4,950.00 | | - | $ - | | - | $ - | $ - | 5.00 | $ 4,950.00 |
| 9 | | TYPE CC INLET | EA | $ 2,700.00 | 14.00 | $ 37,800.00 | 6.00 | 6.00 | $ 16,200.00 | 8.00 | 14.00 | $ 21,600.00 | $ 37,800.00 | 0.00 | $ - |
| 10 | | RIP-RAP | EA | $ 4,050.00 | 1.00 | $ 4,050.00 | | - | $ - | | - | $ - | $ - | 1.00 | $ 4,050.00 |
| 11 | | EROSION CONTROL | LS | $ 1,800.00 | 1.00 | $ 1,800.00 | | - | $ - | | - | $ - | $ - | 1.00 | $ 1,800.00 |
| 12 | | ROAD DITCH GRADING | LF | $ 2.70 | 15,100.00 | $ 40,770.00 | | - | $ - | | - | $ - | $ - | 15,100.00 | $ 40,770.00 |
| 13 | | GATE STRUCTURE | EA | $ 9,000.00 | 1.00 | $ 9,000.00 | 1.00 | 1.00 | $ 9,000.00 | | 1.00 | $ - | $ 9,000.00 | 0.00 | $ - |
| 14 | | ASPHALT DRIVEWAYS | EA | $ 675.00 | 66.00 | $ 44,550.00 | | - | $ - | | - | $ - | $ - | 66.00 | $ 44,550.00 |
| 15 | | TRENCH PROTECTION | LF | $ 1.80 | 3,740.00 | $ 6,732.00 | 1,583.00 | 1,583.00 | $ 2,849.40 | 2,157.00 | 3,740.00 | $ 3,882.60 | $ 6,732.00 | 0.00 | $ - |
| 16 | | CUT & REPAIR ASPHALT | LF | $ 27.00 | 285.00 | $ 7,695.00 | | - | $ - | | - | $ - | $ - | 285.00 | $ 7,695.00 |
| 17 | | TIE-IN | EA | $ 1,350.00 | 2.00 | $ 2,700.00 | | - | $ - | - | - | $ - | $ - | 2.00 | $ 2,700.00 |
| 18 | | MANHOLE | EA | $ 4,050.00 | 1.00 | $ 4,050.00 | 1.00 | 1.00 | $ 4,050.00 | | 1.00 | $ - | $ 4,050.00 | 0.00 | $ - |
| 19 | | 0 | 0 | $ - | 0.00 | $ - | - | - | $ - | | - | $ - | $ - | 0.00 | $ - |
| 20 | | 0 | 0 | $ - | 0.00 | $ - | - | - | $ - | | - | $ - | $ - | 0.00 | $ - |
| | | **Total BASE BID** | | | | **351,523.80** | | | **152,067.60** | | | **88,075.80** | | | **111,380.40** |
| | | **CHANGE ORDERS** | | | | | | | | | | | | | |
| 1 | | ASPHALT DRIVEWAYS | LF | $ 14.15 | 1,320.00 | $ 18,678.00 | - | - | $ - | | - | $ - | $ - | 1,320.00 | $ 18,678.00 |
| 2 | | ADDITIONAL GRATES AT STA 6+80 | EA | $ 1,198.00 | 2.00 | $ 2,396.00 | - | - | $ - | | - | $ - | $ - | 2.00 | $ 2,396.00 |
| 3 | | ADJUSTMENTS FOR GAS LINE | LS | $ 500.00 | 1.00 | $ 500.00 | - | - | $ - | | - | $ - | $ - | 1.00 | $ 500.00 |
| 4 | | ADDITIONAL S.E.T.'S | EA | $ 990.00 | 4.00 | $ 3,960.00 | - | - | $ - | | - | $ - | $ - | 4.00 | $ 3,960.00 |
| | | **Total CHANGE ORDERS** | | | | **25,534.00** | | | **0.00** | | | **0.00** | | | **$ 25,534.00** |
| | | | | | | | | | | | | | | | |
| | | **TOTAL BASE AMOUNTS:** | | | | **377,057.80** | | | **152,067.60** | | | **88,075.80** | **$ -** | | **136,914.40** |

Printed Name: _____ Date: 7-May-2015

Signature: _____

Construction & Paving | Equipment Rental & Sales

# Invoice

| Date | Invoice # |
|---|---|
| 5/7/2015 | 055 |


## Rojas Construction & Paving, L.L.C.

240 Frontage Rd
Alamo, TX 78516

Office: 956.787.8778
Fax: 956.787.8789


Bill To

HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE
902 N. DOOLITTLE
EDINBURG, TX 78542

| Description | Rate | Class | Amount |
|---|---|---|---|
| Summary of Payment Estimated Values from Attached Tabulations<br>Project Hidalgo County Pct 4 North Seminary HCDD1-14-011-04-029 | 88,075.80 | NORTH SEMINARY | 88,075.80 |
| Payment Application # 2 3/21/15 - 4/30/15 | | | |
| 10% Retainage | -8,807.58 | NORTH SEMINARY | -8,807.58 |

Pay Application #2

**Total** $79,268.22

Construction & Paving — ROJAS HEAVY EQUIPMENT L.L.C. — Equipment Rental & Sales

**May 20, 2015**

**TRANSMIT TO:**

| | |
|---|---|
| Company name: | Quintanilla, Headley and Associates |
| Address: | 124 E. Stubbs<br>Edinburg, TX 78539 |
| Telephone number: | 956.381.6480 |
| Fax number: | 956.381.0527 |
| Attention: | Eulalio Ramirez |
| Project: | **HCDD #1 North Seminary Drainage**<br>**HCDD1-14-011-04-029** |

**CHECKLIST**

- ☐ Payment Application Revised #2
- ☐
- ☐
- ☐
- ☐
- ☐

Respectfully,

Elisa Vasquez

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

MAY 22 2015

5:00 AM / PM

BY: Rosa Arc

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
MAY 22 2015
5:00 AM/PM
BY: Rosa Arce

# Letter of Transmittal

**To:** Hidalgo County Drainage Dist. No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

**Date: May 21, 2015**
**Attention: Jaime J. Salazar**
**Re: Pct. No. 4 North Seminary Drainage**
**Contract No. HCDD1-14-011-04-029**
**(Contractor: Rojas Construction & Paving)**

**Description:**

- Application for payment No. 2 $79,268.22
- Contract time statement
- Partial Waivers for payment application #1 & #2
- Copies of invoices and delivery tickets
- Certified payroll #1-10 (duplicates previously submitted)

**Remarks:** Please process for payment. Thank you.

Sent By: Blanca for Eulalio Ramirez, P.E. Delivered By: _____

Received By: _____ Time: _____
Printed Name

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com

Construction & Paving — ROJAS HEAVY EQUIPMENT L.L.C. — Equipment Rental & Sales

**May 12, 2015**

**TRANSMIT TO:**

| | |
|---|---|
| Company name: | Quintanilla, Headley and Associates |
| Address: | 124 E. Stubbs<br>Edinburg, TX 78539 |
| Telephone number: | 956.381.6480 |
| Fax number: | 956.381.0527 |
| Attention: | Eulalio Ramirez |
| Project: | **HCDD #1 North Seminary Drainage**<br>**HCDD1-14-011-04-029** |

**CHECKLIST**

- ☐ Payment Application #2
- ☐ Contract Time Statement
- ☐ Partial Waivers For Pay App #1 & #2
- ☐ Copies of Invoices and Delivery tickets
- ☐ Certified Payroll #1 – 10 (Duplicates, previously submitted)
- ☐

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
MAY 22 2015
5:00 AM PM
BY: Rosa Arne

Respectfully,

Elisa Vasquez

Texas Department of Transportation

*Form 252 (Rev. 12182)*
*Page* 1 of 1
(GSD-EPC Word 97)

nk

# Contract Time Statement
## Hidalgo County Pct 4 North Seminary

ESTIMATE NO. 2 CONTRACTOR Rojas Construction & Paving, LLC

PROJECT NO. HCDD#1-14-011-04-29 COUNTY Hidalgo DATE WORK BEGAN February 17, 2015

TIME COMPUTED FROM 3/21/15 - 4/30/15 DATE WORK COMPLETED

| MONTH | DATE OR DAYS | WORKING DAYS CHARGED | DAYS CREDITED AND REASONS THEREFORE |
|---|---|---|---|
| March | 21 | 0 | Too Wet |
| | 22 | 0 | Too Wet |
| | 23 | 1 | Worked |
| | 24 | 1 | Worked |
| | 25 | 1 | Worked |
| | 26 | 1 | Worked |
| | 27 | 1 | Worked |
| | 28 | 0 | Rain |
| | 29 | 0 | Rain |
| | 30 | 1 | Worked |
| | 31 | 1 | Worked |
| April | 1 | 1 | Worked |
| | 2 | 1 | Worked |
| | 3 | 0 | Holiday |
| | 4 | 1 | Sat |
| | 5 | 1 | SUN |
| | 6 | 1 | Worked |
| | 7 | 1 | Worked |
| | 8 | 1 | Worked |
| | 9 | 1 | Worked |
| | 10 | 1 | Worked |
| | 11 | 1 | SAT |
| | 12 | 1 | SUN |
| | 13 | 0 | Rain |
| | 14 | 0 | Rain |
| | 15 | 0 | Rain |
| | 16 | 0 | Too Wet - Damage Control due to weather |
| | 17 | 0 | Too Wet - Damage Control due to weather |
| | 18 | 0 | Sat too wet |
| | 19 | 0 | SUN too wet |
| | 20 | 0 | too Wet - Damage Control due to weather |
| | 21 | 1 | Worked |
| | 22 | 1 | Worked |
| | 23 | 1 | |
| TOTALS | | | |

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE _____

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY$_____ TOTAL$_____

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

_____

RESIDENT ENGINEER

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 OATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS. CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1958

Texas Department of Transportation

*Form 252 (Rev. 12182)*
*Page* 1 of 1
(GSD-EPC Word 97)

nk

# Contract Time Statement
## Hidalgo County Pct 4 North Seminary

ESTIMATE NO. 2 CONTRACTOR Rojas Construction & Paving, LLC

PROJECT NO. HCDD#1-14-011-04-29 COUNTY Hidalgo DATE WORK BEGAN February 17, 2015

TIME COMPUTED FROM 3/21/15 - 4/30/15 DATE WORK COMPLETED

| MONTH | DATE OR DAYS | WORKING DAYS CHARGED | DAYS CREDITED AND REASONS THEREFORE |
|---|---|---|---|
| April | 24 | 0 | Rain |
| | 25 | 0 | Rain |
| | 26 | 0 | too Wet |
| | 27 | 0 | too Wet Damage control due to weather |
| | 28 | 1 | Worked |
| | 29 | 1 | Worked |
| | 30 | 1 | Worked |
| TOTALS | | | |

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE _____

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY$_____ TOTAL$_____

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

_____
RESIDENT ENGINEER

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 OATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS. CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1958

# PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Rojas Construction & Paving
to furnish manholes and Type CC
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by
Which improvements are described as follows:

HCDD1 "Hidalgo County Pct No.4 North Seminary Drainage"
HCDD1-14-011-04-16

In consideration of Pay Estimate No _____ in the amount of Twenty Three Thousand Seven Hundred Three & 13/xx DOLLAR($ 23,703.13 )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.

Lydia Carlos
CONTRACTOR

BY: Vice-president
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 7 day of May ,20 15 to certify which witness my hand and seal of office.

Azucena M. Calles
NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

AZUCENA M. CALLES
Notary Public, State of Texas
My Commission Expires
September 24, 2017

Exhibit E-I

**Rojas Construction & Paving**
240 Frontage Rd
Alamo, TX 78516
(956)-787-8778

PlainsCapital Bank
25 E. Price Rd
Brownsville, TX, 78521
88-2141/1149

0961

3/31/2015

PAY TO THE ORDER OF L&R PRECAST CONCRETE WORKS, INC. $ **8,820.00

Eight Thousand Eight Hundred Twenty and 00/100********** DOLLARS

L&R PRECAST CONCRETE WORKS, INC.
3807 N. BENTSEN PALM DR.
MISSION, TX 78574

MEMO INVOICE-10852

**COPY NOT NEGOTIABLE**

⑈000961⑈ ⑆114921415⑆ ⑈0270011552⑈

Details on Back

Intuit® CheckLock™ Secure Check

**Rojas Construction & Paving** 0961

L&R PRECAST CONCRETE WORKS, INC. 3/31/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 3/30/2015 | Bill | 10852 | 8,820.00 | 8,820.00 | | 8,820.00 |
| | | | | | Check Amount | 8,820.00 |

PLAINS CAPITAL BA INVOICE-10852 8,820.00

**Rojas Construction & Paving** 0961

L&R PRECAST CONCRETE WORKS, INC. 3/31/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 3/30/2015 | Bill | 10852 | 8,820.00 | 8,820.00 | | 8,820.00 |
| | | | | | Check Amount | 8,820.00 |

PAYMENT RECORD

PLAINS CAPITAL BA INVOICE-10852 8,820.00

# INVOICE

L & R PRECAST CONCRETE WORKS, INC.
3807 N. Bentsen Palm Dr.
Mission, Texas 78574
Phone: (956) 583-6293
Fax: (956) 424-1099
Email: lrprecast1@aol.com

| Bill To | Ship To & Project | | |
|---|---|---|---|
| ROJAS CONSTRUCTION & PAVING<br>240 E FRONTAGE RD<br>ALAMO, TEXAS 78516 | Seminary Road | Invoice | 10852 |
| | | Date | 3/20/2015 |
| | | Terms | Net 10th |
| | | P.O. | 10315 |

| Qty. | Description | Size | Cust. ID | D.Ticket | Item/Class | Price Each | Amount |
|---|---|---|---|---|---|---|---|
| 1 | Bottom Type CC with Floor | 5'x3'x2' | TyCC5/3/2 | 06360 | A-10 | 1,260.00 | 1,260.00 |
| 1 | Grates TY CC Bicycle Proof | | | 06360 | A-10 | 0.00 | 0.00 |
| | Item Total | | | | | | 1,260.00 |
| 1 | Bottom Type CC With Bottom | 5'x3'x4' | TyCC5/3/4 | 06360 | A-6 | 1,260.00 | 1,260.00 |
| 1 | Grates TY CC Bicycle Proof | | | 06360 | A-6 | 0.00 | 0.00 |
| | Item Total | | | | | | 1,260.00 |
| 1 | Bottom Type CC With Bottom | 5'x3'x4' | TyCC5/3/4 | 06360 | A-7 | 1,260.00 | 1,260.00 |
| 1 | Grates TY CC Bicycle Proof | | | 06360 | A-7 | 0.00 | 0.00 |
| | Item Total | | | | | | 1,260.00 |
| 1 | Bottom Type CC With Bottom | 5'x3'x4' | TyCC5/3/4 | 06360 | A-8 | 1,260.00 | 1,260.00 |
| 1 | Grates TY CC Bicycle Proof | | | 06360 | A-8 | 0.00 | 0.00 |
| | Item Total | | | | | | 1,260.00 |
| 1 | Bottom Type CC With Bottom | 5'x3'x4' | TyCC5/3/4 | 06364 | B-1 | 1,260.00 | 1,260.00 |
| 1 | Grates TY CC Bicycle Proof | | | 06364 | B-1 | 0.00 | 0.00 |
| | Item Total | | | | | | 1,260.00 |
| 1 | Bottom Type CC With Bottom | 5'x3'x4' | TyCC5/3/4 | 06364 | B-2 | 1,260.00 | 1,260.00 |
| 1 | Grates TY CC Bicycle Proof | | | 06364 | B-2 | 0.00 | 0.00 |
| | Item Total | | | | | | 1,260.00 |
| 1 | Bottom Type CC With Bottom | 5'x3'x4'6" | TyCC5/3/4.6 | 06364 | A-5 | 1,260.00 | 1,260.00 |
| 1 | Grates TY CC Bicycle Proof | | | 06364 | A-5 | 0.00 | 0.00 |
| | Item Total | | | | | | 1,260.00 |

N. Seminary
- Pipe

**Total** $8,820.00

Please make checks payable to: **L & R Precast Concrete Works, Inc.**
3807 N. Bentsen Palm Dr.
Mission, TX 78574

06360

L&R PRECAST CONCRETE WORKS, INC.
3807 N. Bentsen Palm Dr.
Mission, Texas 78574
Phone: (956) 583-6293
Fax: (956) 424-1099

Date 3/11/2015

P.O. #

Via L&R-502

Driver Mateo

Bill To

Rojas Construction & Paving
240 E. Frontage Rd
Alamo, Tx 78516

Ship To

Edinburg Seminary RD
seminary rd pal norte cactuslane
para la izquierda y en la lake point pa
pa la izquierda
Juan Tello 456-7457

| Quantity | Description | Class | Station | LR-Item | Customer ID |
|---|---|---|---|---|---|
| 1 | Bottom Ty CC 5X3X4' W/F W/B-Proof grate | A-6 | N/A | A-6 | Ty CC |
| 1 | Bottom Ty CC 5X3X4' W/F W/B-Proof Grate | A-7 | N/A | A-7 | Ty CC |
| 1 | Bottom Ty CC 5X3X4' W/F W/B-Proof Grate | A-8 | N/A | A-8 | Ty CC |
| 1 | Bottom Ty CC 5X3X2' W/F W/B-Proof Grate | A-10 | N/A | A-10 | Ty CC |
| 1 | Bottom Ty CC 5X3X2' W/F W/B-Proof Grate | A-11 | N/A | A-11 | Ty CC |

**ECEIPT & RELEASE:** The undersigned authorized representative of stomer acknowledges receipt of the above material/product has carefully spected same and by acceptance acknowledges same to be free of defect or mage and releases seller from any and all liability on account thereof, ovided same was manufactured in accordance with specifications.

REC'D BY: Mendo Rodriguez

06364

L&R PRECAST CONCRETE WORKS, INC.
3807 N. Bentsen Palm Dr.
Mission, Texas 78574
Phone: (956) 583-6293
Fax: (956) 424-1099

Date 3/13/2015
P.O. #
Via L&R 384
Driver Ellio

Bill To

Rojas Construction & Paving
240 E. Frontage Rd
Alamo, Tx 78516

Ship To

Edinburg Seminary RD
seminary rd pal norte cactuslane
para la izquierda y en la lake point pa
pa la izquierda
Juan Tello 456-7457

| Quantity | Description | Class | Station | LR-Item | Customer ID |
|---|---|---|---|---|---|
| 1 | Bottom Ty CC 5X3X4'6" W/B-Proof Grate | A-5 | N/A | A-5 | Ty CC |
| 1 | Bottom Ty CC 5X3X4' W/F W/B-Proof Grate | B-1 | N/A | B-1 | Ty CC |
| 1 | Bottom Ty CC 5X3X4' W/F W/B-Proof Grate | B-2 | N/A | B-2 | Ty CC |

CEIPT & RELEASE: The undersigned authorized representative of stomer acknowledges receipt of the above material/product has carefully pected same and by acceptance acknowledges same to be free of defect or mage and releases seller from any and all liability on account thereof,

**Rojas Construction & Paving**
240 Frontage Rd
Alamo, TX 78516
(956)-787-8778

PlainsCapital Bank
25 E. Price Rd
Brownsville, TX, 78521
88-2141/1149

0976

4/23/2015

PAY TO THE ORDER OF L&R PRECAST CONCRETE WORKS, INC. $**3,780.00

Three Thousand Seven Hundred Eighty and 00/100********** DOLLARS

L&R PRECAST CONCRETE WORKS, INC.
3807 N. BENTSEN PALM DR.
MISSION, TX 78574

MEMO INVOICE-10861

**COPY NOT NEGOTIABLE**

⑈000976⑈ ⑆114921415⑆ ⑈0270011552⑈

Details on Back

Intuit® CheckLock™ Secure Check

**Rojas Construction & Paving** 0976

L&R PRECAST CONCRETE WORKS, INC. 4/23/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 4/9/2015 | Bill | 10861 | 3,780.00 | 3,780.00 | | 3,780.00 |
| | | | | | Check Amount | 3,780.00 |

PLAINS CAPITAL BA INVOICE-10861 3,780.00

**Rojas Construction & Paving** 0976

L&R PRECAST CONCRETE WORKS, INC. 4/23/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 4/9/2015 | Bill | 10861 | 3,780.00 | 3,780.00 | | 3,780.00 |
| | | | | | Check Amount | 3,780.00 |

PAYMENT RECORD

PLAINS CAPITAL BA INVOICE-10861 3,780.00

# INVOICE

L & R PRECAST CONCRETE WORKS, INC.
3807 N. Bentsen Palm Dr.
Mission, Texas 78574
Phone: (956) 583-6293
Fax: (956) 424-1099
Email: lrprecast1@aol.com

| Bill To | Ship To & Project | Invoice | 10861 |
|---|---|---|---|
| ROJAS CONSTRUCTION & PAVING<br>240 E FRONTAGE RD<br>ALAMO, TEXAS 78516 | Seminary Road | Date | 3/27/2015 |
| | | Terms | Net 10th |
| | | P.O. | 10315 |

| Qty. | Description | Size | Cust. ID | D.Ticket | Item/Class | Price Each | Amount |
|---|---|---|---|---|---|---|---|
| 1 | Bottom Type CC With Bottom | 5'x3'x2' | TyCC5/3/2 | 06392 | B-4 | 1,260.00 | 1,260.00 |
| | Item Total | | | | | | 1,260.00 |
| 1 | Bottom Type CC With Bottom | 5'x3'x2'6" | TyCC5/3/2.6 | 06392 | B-3 | 1,260.00 | 1,260.00 |
| | Item Total | | | | | | 1,260.00 |
| 1 | Bottom Type CC With Bottom | 5'x3'x4' | TyCC5/3/4 | 06392 | A-11 | 1,260.00 | 1,260.00 |
| | Item Total | | | | | | 1,260.00 |

North Seminary
- Pipe

**Total** $3,780.00

Please make checks payable to: L & R Precast Concrete Works, Inc.
3807 N. Bentsen Palm Dr.
Mission, TX 78574

06392

L&R PRECAST CONCRETE WORKS, INC.
3807 N. Bentsen Palm Dr.
Mission, Texas 78574
Phone: (956) 583-6293
Fax: (956) 424-1099

Date 3/27/2015

P.O. #

Via

Driver Ellio

Bill To

Rojas Construction & Paving
240 E. Frontage Rd
Alamo, Tx 78516

Ship To

Edinburg Seminary RD
seminary rd pal norte cactuslane
para la izquierda y en la lake point pa
pa la izquierda
Juan Tello 456-7457

| Quantity | Description | Class | Station | LR-Item | Customer ID |
|---|---|---|---|---|---|
| 1 | Bottom Ty CC 5X3X4' W/F | A-11 | N/A | A-11 | Ty CC |
| 1 | Bottom Ty CC 5X3X2'6" W/F | B-3 | N/A | B-3 | Ty CC |
| 1 | Bottom Ty CC 5X3X2' W/F | B-4 | N/A | B-4 | Ty CC |

ECEIPT & RELEASE: The undersigned authorized representative of
istomer acknowledges receipt of the above material/product has carefully
spected same and by acceptance acknowledges same to be free of defect or
image and releases seller from any and all liability on account thereof,

RECIP BY:

L&R PRECAST
CONCRETE WORKS, INC.

3807 N. Bentsen Palm Dr.
Mission, Texas 78574
Phone: (956) 583-6293
Fax: (956) 424-1099

06336

Date 9/25/2015

P.O. #

Via

Driver Mateo

Bill To

Rojas Construction & Paving
240 E. Frontage Rd
Alamo, Tx 78516

Ship To

Edinburg Seminary RD
seminary rd pal norte cactus lane
para la izquierda y en la lake point pa
pa la izquierda
Juan Tello 456-7457

| Quantity | Description | Class | Station | LR-Item | Customer ID |
|---|---|---|---|---|---|
| 1 | Bottom Ty A1 5'X3'X5' W/F | A1 | N/A | A1 | Ty M |
| 1 | Bottom Ty JB 6X4X6' W/F | JB-1 | N/A | JB-1 | Ty JB |
| 1 | Riser Ty JB 6X4X4' W/B-Proof Grate | JB-1 | N/A | JB-1 | Ty JB |
| 1 | Bottom Ty CC 5X3X4'6" W/F W/B-Proof Grate | A-2 | N/A | A-2 | Ty CC |
| 1 | Bottom Ty CC 5X3X4' W/F W/B-Proof Grate | A-3 | N/A | A-3 | Ty CC |
| 1 | Bottom Ty CC 5X3X4'6" W/F W/B-Proof Grate | A-4 | N/A | A-4 | Ty CC |

**ECEIPT & RELEASE:** The undersigned authorized representative of stomer acknowledges receipt of the above material/product has carefully spected same and by acceptance acknowledges same to be free of defect or mage and releases seller from any and all liability on account thereof,

RECIB BY

**Rojas Construction & Paving**
240 Frontage Rd
Alamo, TX 78516
(956)-787-8778

PlainsCa... Bank
25 E. Price Rd
Brownsville, TX, 78521
88-2141/1149

0935

3/16/2015

PAY TO THE ORDER OF L&R PRECAST CONCRETE WORKS, INC. $**11,103.13

Eleven Thousand One Hundred Three and 13/100********** DOLLARS

L&R PRECAST CONCRETE WORKS, INC.
3807 N. BENTSEN PALM DR.
MISSION, TX 78574

MEMO INVOICE-10828

**COPY NOT NEGOTIABLE**

⑈000935⑈ ⑆114921415⑆ ⑈0270011552⑈

Details on Back

Intuit® CheckLock™ Secure Check

**Rojas Construction & Paving** 0935

L&R PRECAST CONCRETE WORKS, INC. 3/16/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 3/9/2015 | Bill | 10828 | 11,103.13 | 11,103.13 | | 11,103.13 |
| | | | | | Check Amount | 11,103.13 |

PLAINS CAPITAL BA INVOICE-10828 11,103.13

**Rojas Construction & Paving** 0935

L&R PRECAST CONCRETE WORKS, INC. 3/16/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 3/9/2015 | Bill | 10828 | 11,103.13 | 11,103.13 | | 11,103.13 |
| | | | | | Check Amount | 11,103.13 |

PAYMENT RECORD

PLAINS CAPITAL BA INVOICE-10828 11,103.13

# INVOICE

L & R PRECAST CONCRETE WORKS, INC.
3807 N. Bentsen Palm Dr.
Mission, Texas 78574
Phone: (956) 583-6293
Fax: (956) 424-1099
Email: lrprecast1@aol.com

| Bill To | Ship To & Project | | |
|---|---|---|---|
| ROJAS CONSTRUCTION & PAVING<br>240 E FRONTAGE RD<br>ALAMO, TEXAS 78516 | Seminary Road | Invoice | 10828 |
| | | Date | 2/28/2015 |
| | | Terms | Net 10th |
| | | P.O. | 30615-1<br>~~10315~~ |

| Qty. | Description | Size | Cust. ID | D.Ticket | Item/Class | Price Each | Amount |
|---|---|---|---|---|---|---|---|
| 1 | Bottom Type CC with Floor | 5'x3'x4' | TyCC5/3/4 | 06336 | A-3 | 1,260.00 | 1,260.00T |
| | Item Total | | | | | | 1,260.00 |
| ~~1~~ | Bottom Type CC with Floor | 5'x3'x4'6" | TyCC5/3/4.6 | 06336 | A-2 | 1,260.00 | 1,260.00T |
| | Item Total | | | | | | 1,260.00 |
| ~~1~~ | Bottom Type CC with Floor | 5'x3'x4'6" | TyCC5/3/4.6 | 06336 | A-4 | 1,260.00 | 1,260.00T |
| | Item Total | | | | | | 1,260.00 |
| ~~1~~ | Bottom Type M Manhole with Floor | 5'x3'x5' | TyM5/3/6 | 06336 | A-1 | 1,800.00 | 1,800.00T |
| | Item Total | | | | | | 1,800.00 |
| ~~1~~ | Bottom Type Junction Box with Floor | 6'x4'x6' | TyJB6/4/10 | 06336 | JB-1 | 4,870.00 | 4,870.00T |
| ~~1~~ | Riser Junction Box | 6'x4'x4' | | 06336 | JB-1 | 0.00 | 0.00T |
| | Item Total | | | | | | 4,870.00 |
| | Sales Tax | | | | | 6.25% | 653.13 |

North Seminary
- Pipe

**Total** $11,103.13

Please make checks payable to: **L & R Precast Concrete Works, Inc.**
3807 N. Bentsen Palm Dr.
Mission, TX 78574

2.5% convenience fee will be added if you pay by credit card.

06336

L & R PRECAST CONCRETE WORKS, INC.
3807 N. Bentsen Palm Dr.
Mission, Texas 78574
Phone: (956) 583-6293
Fax: (956) 424-1099

Date 2/25/2015

P.O. #

Via

Driver Mateo

Bill To

Rojas Construction & Paving
240 E. Frontage Rd
Alamo, Tx 78516

Ship To

Edinburg Seminary RD
seminary rd pal norte cactusfane
para la izquierda y en la lake point pa
pa la izquierda
Juan Tello 456-7457

| Quantity | Description | Class | Station | LR-Item | Customer ID |
|---|---|---|---|---|---|
| 1 | Bottom Ty M 5X3X5' W/F | A1 | N/A | A1 | Ty M |
| 1 | Bottom Ty JB 6X4X6' W/F | JB-1 | N/A | JB-1 | Ty JB |
| 1 | Riser Ty JB 6X4X4' ~~W/F Bicycle Grate~~ | JB-1 | N/A | JB-1 | Ty JB |
| 1 | Bottom Ty CC 5X3X4'6" ~~W/F W/B Pool Grate~~ | A-2 | N/A | A-2 | Ty CC |
| 1 | Bottom Ty CC 5X3X4' W/F ~~W/B Pool Grate~~ | A-3 | N/A | A-3 | Ty CC |
| 1 | Bottom Ty CC 5X3X4'6" W/F ~~W/B Pool Grate~~ | A-4 | N/A | A-4 | Ty CC |

**ECEIPT & RELEASE:** The undersigned authorized representative of stomer acknowledges receipt of the above material/product has carefully spected same and by acceptance acknowledges same to be free of defect or image and releases seller from any and all liability on account thereof,

RECD BY:

# PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Rojas Construction & Paving to furnish concrete pipe in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by _____
Which improvements are described as follows:

HCDD1 "Hidalgo County Pct No. 4 North Seminary Drainage"
HCDD1-14-011-04-16

In consideration of Pay Estimate No _____ in the amount of One Hundred thirty One Thousand Five Hundred Eleven & 36/100 DOLLAR($ 131,511.36) 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: Edgar Mendez / CREDIT MNGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 6th day of MAY, 2015 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12-12-2015

ERNESTO SAENZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12-12-2015

Exhibit E-I

**Rojas Construction & Paving**
240 Frontage Rd
Alamo, TX 78516
(956)-787-8778

PlainsCap... Bank
25 E. Price Rd
Brownsville, TX, 78521
88-2141/1149

0934

3/16/2015

PAY TO THE ORDER OF WELLS FARGO BANK, N.A. $ **39,788.00

Thirty-Nine Thousand Seven Hundred Eighty-Eight and 00/100********** DOLLARS

WELLS FARGO BANK, NA
C/O WELLS FARGO BUSINESS CREDIT
P.O. BOX 202056
DALLAS, TX 75320-2056

MEMO

**COPY NOT NEGOTIABLE**

⑈000934⑈ ⑆114921415⑆ ⑈027001552⑈

Details on Back

Intuit® CheckLock™ Secure Check

**Rojas Construction & Paving**

0934

WELLS FARGO BANK, N.A.

3/16/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 3/2/2015 | Bill | 9535,9536 | 14,088.00 | 14,088.00 | | 14,088.00 |
| 3/3/2015 | Bill | 9543,9542 | 14,088.00 | 14,088.00 | | 14,088.00 |
| 3/9/2015 | Bill | 9617,9601,9592 | 11,612.00 | 11,612.00 | | 11,612.00 |
| | | | | | Check Amount | 39,788.00 |

PLAINS CAPITAL BA

39,788.00

**Rojas Construction & Paving**

0934

WELLS FARGO BANK, N.A.

3/16/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 3/2/2015 | Bill | 9535,9536 | 14,088.00 | 14,088.00 | | 14,088.00 |
| 3/3/2015 | Bill | 9543,9542 | 14,088.00 | 14,088.00 | | 14,088.00 |
| 3/9/2015 | Bill | 9617,9601,9592 | 11,612.00 | 11,612.00 | | 11,612.00 |
| | | | | | Check Amount | 39,788.00 |

PLAINS CAPITAL BA

39,788.00

PAYMENT RECORD

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9543 |
| INVOICE DATE |
| 2/25/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg, Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | PO# 21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | Ship Via / SHIP DATE | Ship Date / DUE DATE |
| | | 2/25/2015 | 3/10/2015 |

P.O. No.
Terms

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101338 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101338 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101341 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101341 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North Seminary
-Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $5,635.20 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $5,635.20 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $5,635.20 |

Remittances Made by Mail:
Wells Fargo Bank, N.A. CHECK #
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101338

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1405 |
| CUST. #: | 2/25/201 |
| CUST. PO #: | 10:56 AM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4168<br>4400 | Liner<br>Ton | 42" T&G CL 3<br>JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 48.00 | 1.00 |

58.70

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: A.V.- 256

OUT: _____

Driver: Enrique Garcia

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

LT 41108

Fer Sandoval

3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

1013

# DELIVERY TICKET

101341

| | |
|---|---|
| DATE: | 1407 |
| INVOICE #: | 2/25/201 |
| CUST. #: | 12:09 PM |
| CUST. PO #: | |
| TERMS: | 18375 |
| STATUS: | |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4168<br>1400 | Liner<br>Ton | 42" T&G CL 3<br>58.70<br>JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 48.00 | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 085

OUT: _____

Driver: _____

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

41113

JORGE MALDONADO
SIGNATURE

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9542 |
| INVOICE DATE |
| 2/25/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-
HCDD1
Edinburg, Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS |
|---|---|---|
| | PO # 21915-1 | ~~10 OF NEXT MONTH~~ |
| SALES REP ID # | SHIPPING METHOD | ~~Ship Via~~ ~~Ship Date~~ SHIP DATE / ~~Due Date~~ DUE DATE |
| | | 2/25/2015 / 3/10/2015 |

P.O. No.

Terms

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101334 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101334 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101335 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101335 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101336 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101336 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North Seminary - Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | ~~$8,452.80~~ |
| SALES TAX | ~~$0.00~~ |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $8,452.80 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $8,452.80 |

Remittances Made by Mail:
Wells Fargo Bank, CHECK #
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101334

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 1401 |
| INVOICE #: | 2/25/201 |
| CUST. #: | 7:45 AM |
| CUST. PO #: | |
| TERMS: | 18375 |
| STATUS: | |

SHIP TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG .TX

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/METER/EACH |
|---|---|---|---|
| 4168<br>4400 | Liner<br>Ton | 42" T&G CL 3 58.70<br>~~JOINT COMPOUND (CS-702) 5 GALLON CONTAINER~~ | 48.00<br>~~1.00~~ |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 089

OUT: _____

Driver: Jose Acosta

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

LT 41098

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101335

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1402 |
| CUST. #: | 2/25/201 |
| CUST. PO #: | 8:29 AM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4168<br>4400 | Liner<br>Ton | 42" T&G CL 3<br>JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 48.00<br>58.70 | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: CAPA- 086

OUT: _____

Driver: Juan Hernandez

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

LT 41106
CA 19275

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101336
# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1403 |
| CUST. #: | 2/25/201 |
| CUST. PO #: | 8:31 AM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |
| 4168 | Line | 42" T&G CL 3 | 48.00 | |

5870

CONCRETE & ASPHALT & PIPE IN

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: ALV - 090

OUT: _____

Driver: Abraham Martinez

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

LT 41105

# INVOICE

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

| INVOICE NUMBER |
|---|
| 9536 |
| INVOICE DATE |
| 2/24/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

| CUSTOMER ID # | P.O. No. / CUSTOMER PO # | Terms / PAYMENT TERMS |
|---|---|---|
| | PO # 21915-1 | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD | Ship Via / Ship Date: SHIP DATE 2/24/2015 — Due Date: DUE DATE 3/10/2015 |
| | | |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| Item | Description | S.O. ... Order... Prev. In... | Backo... Invoiced | U/M | Rate Amount |
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101328 48 0 | 0 | 48 ft | 58.70 ✓ 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL PAIL | 101328 1 0 | 0 | 1 ea | 0.00 ✓ 0.00 |
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101329 48 0 | 0 | 48 ft | 58.70 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL PAIL | 101329 1 0 | 0 | 1 ea | 0.00 0.00 |

North Seminary - Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $5,635.20 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $5,635.20 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $5,635.20 |

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

CHECK #

RIO VALLEY PIPE, LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101328

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1395 |
| CUST. #: | 2/24/201 |
| CUST. PO #: | 12:02 PM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG .TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4168 | Liner | 42" T&G CL 3 5870 | 48.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: ~~AVT - 084~~ _____ OUT: _____

Driver: Juan Garcia _____ IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

SO # 19375
LT # 41096

Fer Sandoval

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101329

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1396 |
| CUST. #: | 2/24/201 |
| CUST. PO #: | 12:03 PM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4168 | Liner | 42" T&G CL 3 58.70 | 48.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: ~~CAPA- 086~~

OUT: _____

Driver: JUAN Hernandez

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

SO# 19375
I.T. 41095

Fer Sanchez

RIO VALLEY PIPE LLC

3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9535 |
| INVOICE DATE |
| 2/24/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg, Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS (P.O. No / Terms) |
|---|---|---|
| | | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE (Ship Via / Ship Date) / DUE DATE (Due Date) |
| | | 2/24/2015 — 3/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101318 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101318 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101319 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101319 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101320 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101320 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North Seminary
- Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $8,452.80 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $8,452.80 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $8,452.80 |

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

CHECK #

3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101318
# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1385 |
| CUST. #: | 2/24/201 |
| CUST. PO #: | 7:37 AM |
| TERMS: | |
| STATUS: | 18375 |

SHIP TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG .TX

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4168 | Liner | 42" T&G CL 3 58.70 | 48.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: ALV - 090

OUT: _____

Driver: Abraham Montes

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

LT#41086.

SO# 19375

Juan M. Tello

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101319

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1386 |
| CUST. #: | 2/24/201 |
| CUST. PO #: | 7:38 AM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4168 | Liner | 42" T&G CL 3 5870 | 48.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 789

OUT: _____

Driver: Victor Esquivel

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

LT# 41088
CO# 19375

Brittany Vasquez

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101320

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1387 |
| CUST. #: | 2/24/201 |
| CUST. PO #: | 7:38 AM |
| TERMS: | |
| STATUS: | 18375 |

BILL TO
ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO
NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4168<br>4400 | Liner<br>Ton | 42" T&G CL 3<br>JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 48.00<br>58.70 | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 085

OUT: _____

Driver: Nacho Morales

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

LT# 41087

TN# 19275

Baltazar Vasquez

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9617 |
| INVOICE DATE |
| 3/4/2015 |
| PAGE # |
| |

Sales Order Number 101463

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO
North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | PO # 21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE | DUE DATE |
| 01-RG | | 3/4/2015 | 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 16 | 42' T&G CL III | 42' TONGUE & GROOVE CL III (LF) | | 58.70 | 939.20 |
| 64 | 30" Gasket Pipe CL ... | 30 Gasket Pipe CL III (LF) | | 34.70 | 2,220.80 |
| 8 | GASKET 30" O-RI... | GASKET 30" O-RINGS | | 0.00 | 0.00 |
| 1 | SOAP LUB 3.5 GA... | SOAP LUB 3.5 GAL. BUCKET | | 0.00 | 0.00 |

North Seminary - Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $3,160.00 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $3,160.00 |
| PAYMENT RECEIVED | |
| **TOTAL** | $3,160.00 |

CHECK #
Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX,78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101463
# DELIVERY TICKET

| | |
|---|---|
| DATE: | 1518 |
| INVOICE #: | 3/4/2015 |
| CUST. #: | 3:11 PM |
| CUST. PO #: | |
| TERMS: | 18375 |
| STATUS: | |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO: NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4168 | Liner | 42" T&G CL 3 58.70 | 16.00 |
| 4129 | Line | 30" GASKET PIPE CL 3 34.70 | 64.00 |
| 4360 | Ton | 30" O RING GASKET | 8.00 |
| 4403 | Ton | POLYLUBE PIPE JOINT LUBRICANT 25# CAN | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 789

OUT: _____

Driver: Victor E.

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

41997.

Juan M. Tello
SIGNATURE

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9601 |
| INVOICE DATE |
| 3/4/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # (P.O. No.) | PAYMENT TERMS (Terms) |
|---|---|---|
| | PO # 21915-1 | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD (Ship Via) | SHIP DATE (Ship Date) / DUE DATE (Due Date) |
| | | 3/4/2015 / 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101454 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101454 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 42' T&G ... | 42' TONGUE & GROOVE CL III (LF) | 101456 | 48 | 0 | 0 | 48 | ft | 58.70 | 2,817.60 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101456 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North Seminary
-Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $5,635.20 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $5,635.20 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $5,635.20 |

Remittances Made by Mail:
Wells Fargo ~~BANK~~ CHECK A
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101454

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 3/4/2015 |
| INVOICE #: | 1509 |
| CUST. #: | 7:35 AM |
| CUST. PO #: | |
| TERMS: | 18375 |
| STATUS: | |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4168<br>1400 | Liner<br>Ton | 42" T&G CL 3<br>JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 58.70<br>48.00 | <br>4.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: A.V.- 256

OUT: _____

Driver: Enrique Garcia

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

41985

Ricardo de la Rosa
SIGNATURE

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101456

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 1511 |
| INVOICE #: | 3/4/2015 |
| CUST. #: | 10:42 AM |
| CUST. PO #: | |
| TERMS: | 18378 |
| STATUS: | |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| | | 5870 | | |
| 4168 | Liner | 42" T&G CL 3 | 48.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 769

OUT: _____

Driver: Victor Esquivel

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9592 |
| INVOICE DATE |
| 3/3/2015 |
| PAGE # |
| |

Sales Order Number 101436

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | PO# 21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE | DUE DATE |
| 01-RG | | 3/3/2015 | 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 48 | 42' T&G CL III | 42' TONGUE & GROOVE CL III (LF) | | 58.70 | 2,817.60 |
| 1 | TALCOTE 5 GAL. ... | TALCOTE 5 GAL. PAIL | | 0.00 | 0.00 |

North Seminary
-Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $2,817.60 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $2,817.60 |
| PAYMENT RECEIVED | |
| **TOTAL** | $2,817.60 |

CHECK #

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101436

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 1493 |
| INVOICE #: | 3/3/2015 |
| CUST. #: | 10:22 AM |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG .TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| | | $58.70 | | |
| 4168 | Liner | 42" T&G CL 3 | 48.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: ~~AVT - 430~~

OUT: _____

Driver: Ben Cantu.

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

41920.

Fer Sanchez

**Rojas Construction & Paving**
240 Frontage Rd
Alamo, TX 78516
(956)-787-8778

Plains Capital Bank
25 E. Price Rd
Brownsville, TX, 78521
88-2141/1149

0940

3/24/2015

PAY TO THE ORDER OF WELLS FARGO BANK, N.A.

$ **59,918.41

Fifty-Nine Thousand Nine Hundred Eighteen and 41/100********** DOLLARS

WELLS FARGO BANK, NA
C/O WELLS FARGO BUSINESS CREDIT
P.O. BOX 202056
DALLAS, TX 75320-2056

MEMO

**COPY NOT NEGOTIABLE**

⑈000940⑈ ⑆114921415⑆ ⑈027001552⑈

Details on Back

Intuit® CheckLock™ Secure Check

**Rojas Construction & Paving** 0940

WELLS FARGO BANK, N.A. 3/24/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 3/9/2015 | Bill | 9593/9600 | 15,993.60 | 15,993.60 | | 15,993.60 |
| 3/11/2015 | Bill | 9629 | 6,947.20 | 6,947.20 | | 6,947.20 |
| 3/18/2015 | Bill | 9641 | 10,420.80 | 10,420.80 | | 10,420.80 |
| 3/20/2015 | Bill | 9658,9665,9664 | 17,687.20 | 17,687.20 | | 17,687.20 |
| 3/24/2015 | Bill | 9669,9672 | 8,869.61 | 8,869.61 | | 8,869.61 |
| | | | | | Check Amount | 59,918.41 |

PLAINS CAPITAL BA 59,918.41

**Rojas Construction & Paving** 0940

WELLS FARGO BANK, N.A. 3/24/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 3/9/2015 | Bill | 9593/9600 | 15,993.60 | 15,993.60 | | 15,993.60 |
| 3/11/2015 | Bill | 9629 | 6,947.20 | 6,947.20 | | 6,947.20 |
| 3/18/2015 | Bill | 9641 | 10,420.80 | 10,420.80 | | 10,420.80 |
| 3/20/2015 | Bill | 9658,9665,9664 | 17,687.20 | 17,687.20 | | 17,687.20 |
| 3/24/2015 | Bill | 9669,9672 | 8,869.61 | 8,869.61 | | 8,869.61 |
| | | | | | Check Amount | 59,918.41 |

PAY INVOICE RECORD

PLAINS CAPITAL BA 59,918.41

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9629 |
| INVOICE DATE |
| 3/6/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg, Tx

| CUSTOMER ID # | CUSTOMER PO # (P.O. No.) | PAYMENT TERMS (Terms) |
|---|---|---|
| | # 21915-1 | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD | ~~Ship Via~~ SHIP DATE / ~~Ship Date~~ / ~~Due Date~~ DUE DATE |
| | | 3/6/2015 — 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101480 | 104 | 0 | 0 | 104 | ft ✓ | 33.40 | 3,473.60 |
| TALCOTE... | TALCOTE 5 GAL PAIL | 101480 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101481 | 104 | 0 | 0 | 104 | ft | 33.40 | 3,473.60 |
| TALCOTE... | TALCOTE 5 GAL PAIL | 101481 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North seminary
- Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | ~~$6,947.20~~ |
| SALES TAX | ~~$0.00~~ |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $6,947.20 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $6,947.20 |

Remittances Made by Mail:
Wells Fargo ~~Bank~~ CHECK A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

ALL VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101480

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 1534 |
| INVOICE #: | 3/6/2015 |
| CUST. #: | 10:50 AM |
| CUST. PO #: | |
| TERMS: | 18375 |
| STATUS: | |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HC001
EDINBURG ,TX

SHIP TO NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4166 | Liner | 30" T&G CL 3 33.40 | 104.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 490 OUT: _____

Driver: Ben Cantu IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

of 2017

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101481

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 3/6/2015 |
| INVOICE #: | 1535 |
| CUST. #: | 10:51 AM |
| CUST. PO #: | |
| TERMS: | 18375 |
| STATUS: | |

BILL TO
ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO
NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4166 | Liner | 30" T&G CL 3 33.40 | 104.00 | |
| 4403 | Ton | POLYLUBE PIPE JOINT LUBRICANT 25# CAN | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 467 OUT: _____

Driver: Marco Solis IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

42018.

(V. TORRE HINOJOSA

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9641 |
| INVOICE DATE |
| 3/12/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

| CUSTOMER ID # | P.O. No. CUSTOMER PO # | Terms PAYMENT TERMS |
|---|---|---|
| | 21915-1 | ~~10 OF NEXT MONTH~~ |
| SALES REP ID # | SHIPPING METHOD | ~~Ship Via~~ ~~Ship Date~~ SHIP DATE / ~~Due Date~~ DUE DATE |
| | | 3/12/2015 / 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101509 | 104 | 0 | 0 | 104 | ft | 33.40 | 3,473.60 |
| TALCOTE... | TALCOTE 5 GAL PAIL | 101509 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101510 | 104 | 0 | 0 | 104 | ft | 33.40 | 3,473.60 |
| TALCOTE... | TALCOTE 5 GAL PAIL | 101510 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101513 | 104 | 0 | 0 | 104 | ft | 33.40 | 3,473.60 |
| TALCOTE... | TALCOTE 5 GAL PAIL | 101513 | 4 | 0 | 0 | 4 | ea | 0.00 | 0.00 |

North Seminary
-Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | ~~$10,420.00~~ |
| SALES TAX | ~~$0.00~~ |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $10,420.80 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $10,420.80 |

Remittances Made by Mail:
Wells Fargo ~~Bank, N.A.~~
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101509

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 3/12/201 |
| INVOICE #: | 7:10 AM |
| CUST. #: | 1558 |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | 18375 |

SOLD TO
ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO
NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4166<br>1400 | Liner<br>Ton | 30" T&G CL 3 33.40<br>JOINT COMPOUND (GS-702 ) 6 GALLON CONTAINER | 104.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AV1 - U84

OUT: _____

Driver: Juan Garcia

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

42051

For Sanchez

RIO VALLEY PIPE LLC

3 1/2 Miles North from Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101510 DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1559 |
| CUST. #: | 3/12/201 |
| CUST. PO #: | 7:18 AM |
| TERMS: | |
| STATUS: | 18376 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO NORTH SEMINARY DRAINAGE -HCP4 - )

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4166 | Liner | 30" T&G CL 3 | 33.40 104.00 |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 430

OUT: _____

Driver: Ben Cantu

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

42052

Fer sanchez.

101513

# DELIVERY TICKET

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1662 |
| CUST. #: | 3/12/201 |
| CUST. PO #: | 9:36 AM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4166<br>1400 | Liner<br>Ton | 30" T&G CL 3 3340<br>JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 104.00 | 4.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 585

OUT: _____

Driver: _____

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

42055

Fer Sandoz
SIGNATURE

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9664 |
| INVOICE DATE |
| 3/17/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg, Tx

| CUSTOMER ID # | CUSTOMER PO # (P.O. No) | PAYMENT TERMS (Terms) |
|---|---|---|
| | PO# 21915-1 | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD (Ship Via) | SHIP DATE (Ship Date) / DUE DATE (Due Date) |
| | | 3/17/2015 / 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101542 | 112 | 0 | 0 | 112 | ft | 33.40 | 3,740.80 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101542 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 30" Gaske... | 30 Gasket Pipe CL III (LF) | 101543 | 40 | 0 | 0 | 40 | ft | 34.70 | 1,388.00 |
| GASKET ... | GASKET 30" O-RINGS | 101543 | 5 | 0 | 0 | 5 | ea | 0.00 | 0.00 |
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101543 | 48 | 0 | 0 | 48 | ft | 33.40 | 1,603.20 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101543 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| SOAP LU... | SOAP LUB 3.5 GAL. BUCKET | 101543 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North Seminary - Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $6,732.00 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $6,732.00 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $6,732.00 |

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101542
# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | |
| CUST. #: | 1590 |
| CUST. PO #: | 3/17/201 8:47 AM |
| TERMS: | |
| STATUS: | |

18375

SHIP TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCD01
EDINBURG ,TX

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4166 4400 | Liner Ton | 30" T&G CL 3 33.40 JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 112.00 | 2.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: _____ OUT: _____

Driver: AVT - 089 Acosta IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

42088

RIO VALLEY PIPE, LLC

3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101543
# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | |
| CUST. #: | 1591 |
| CUST. PO #: | 3/17/201 10:07 AM |
| TERMS: | |
| STATUS: | 18375 |

BILL TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4129 | Liner | 30" GASKET PIPE CL 3 34.70 | 40.00 | |
| 4380 | Ton | 30" O RING GASKET | 5.00 | |
| 4166 | Line | 30" T&G CL 3 33.40 | 48.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |
| 4403 | Ton | POLYLUBE PIPE JOINT LUBRICANT 25# CAN | 1.00 | |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: _____ OUT: _____

AVT - 490

Driver: Ben _____ IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

47092

Pablo Roman

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9685 |
| INVOICE DATE |
| 3/18/2015 |
| PAGE # |
| |

Sales Order Number 101544

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX 78516

SHIP TO

North Seminary Drainage-HCP4-
HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | PO # 21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE | DUE DATE |
| 01-RG | | 3/18/2015 | 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 104 | 30' T&G CL III | 30' TONGUE & GROOVE CL III (LF) | | 33.40 | 3,473.60 |
| 1 | TALCOTE 5 GAL. ... | TALCOTE 5 GAL. PAIL | | 0.00 | 0.00 |

North Seminary
- Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $3,473.60 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $3,473.60 |
| PAYMENT RECEIVED | |
| **TOTAL** | $3,473.60 |

CHECK #

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101544

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | |
| CUST. #: | 1592 |
| CUST. PO #: | 3/18/201 9:05 AM |
| TERMS: | |
| STATUS: | 18375 |

BILL TO
ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO
NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4166<br>4400 | Liner<br>Ton | 30" T&G CL 3 33.40<br>JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 104.00 | 2.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: _____ OUT: _____

AVT - 085
Driver: Nacho IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

42093

Tom M. Tells

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR. .
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9658 |
| INVOICE DATE |
| 3/16/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # (P.O. No.) | PAYMENT TERMS (Terms) |
|---|---|---|
| | PO # 21915-1 | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD (Ship Via) | SHIP DATE (Ship Date) / DUE DATE (Due Date) |
| | | 3/16/2015 / 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101527 | 112 | 0 | 0 | 112 | ft | 33.40 | 3,740.80 |
| TALCOTE... | TALCOTE 5 GAL PAIL | 101527 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101535 | 112 | 0 | 0 | 112 | ft | 33.40 | 3,740.80 |
| TALCOTE... | TALCOTE 5 GAL PAIL | 101535 | 2 | 0 | 0 | 2 | ea | 0.00 | 0.00 |

North Seminary - Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $7,481.60 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $7,481.60 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $7,481.60 |

Remittances Made by Mail:
Wells Fargo ~~Bank~~ CHECK #
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101527

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 3/19/201 6:56 AM |
| INVOICE #: | 1575 |
| CUST. #: | |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO: NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4166 | Liner | 30" T&G CL 3 3340 | 112.00 |
| 1400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 2.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: ~~XVT~~ 089

OUT: _____

Driver: ~~Victor~~ Acosta

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

Oil surcharge

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101535

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | |
| CUST. #: | 1583 |
| CUST. PO #: | 3/16/201 10:28 AM |
| TERMS: | |
| STATUS: | |

18378

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4166<br>4400 | Liner<br>Ton | 30" T&G CL 3 33.4D 112.00<br>JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 2.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: _____ OUT: _____

Driver: AVT - 089 ACOSTA IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

47081

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9669 |
| INVOICE DATE |
| 3/19/2015 |
| PAGE # |
| |

BILL TO
ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO
North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

P.O. No. Terms

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS |
|---|---|---|
| | | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD | Ship Via / SHIP DATE: 3/19/2015 — Ship Date / DUE DATE: 4/10/2015 — Due Date |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101550 | 112 | 0 | 0 | 112 | ft | 33.40 | 3,740.80 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101550 | 2 | 0 | 0 | 2 | ea | 0.00 | 0.00 |
| 30" Gaske... | 30 Gasket Pipe CL III (LF) | 101551 | 40 | 0 | 0 | 40 | ft | 34.70 | 1,388.00 |
| GASKET ... | GASKET 30" O-RINGS | 101551 | 5 | 0 | 0 | 5 | ea | 0.00 | 0.00 |
| SOAP LU... | SOAP LUB 3.5 GAL. BUCKET | 101551 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $5,128.80 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $5,128.80 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $5,128.80 |

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

CHECK #

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9669 |
| INVOICE DATE |
| 3/19/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

P.O. No. Terms

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS |
|---|---|---|
| | PO # 21915-1 | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE (Ship Via / Ship Date) / DUE DATE (Due Date) |
| | | 3/19/2015 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 30' T&G ... | 30' TONGUE & GROOVE CL III (LF) | 101550 | 112 | 0 | 0 | 112 | ft | 33.40 | 3,740.80 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101550 | 2 | 0 | 0 | 2 | ea | 0.00 | 0.00 |
| 30" Gaske... | 30 Gasket Pipe CL III (LF) | 101551 | 40 | 0 | 0 | 40 | ft | 36.75 | 1,470.00 |
| GASKET ... | GASKET 30" O-RINGS | 101551 | 5 | 0 | 0 | 5 | ea | 0.00 | 0.00 |
| SOAP LU... | SOAP LUB 3.5 GAL. BUCKET | 101551 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

$34.70 ✗

North Seminary - Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $5,210.80 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $5,210.80 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $5,210.80 |

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

CHECK #

RIO VALLEY PIPE, LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101550

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1597 |
| CUST. #: | 3/19/201 |
| CUST. PO #: | 7:53 AM |
| TERMS: | |
| STATUS: | 18375 |

BILL TO
ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO
NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4166<br>4400 | Liner<br>Ton | 30" T&G CL 3 33.40<br>JOINT COMPOUND (GS-702 ).5 GALLON CONTAINER | 112.00 | 2.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: A.V.- 086

OUT: _____

Driver: Juan Hernandez

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

42099

Mando Rodriguez

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101551
# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1598 |
| CUST. #: | 3/19/201 |
| CUST. PO #: | 8:18 AM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4129 | Liner | 30" GASKET PIPE CL 3 | 40.00 |
| 4380 | Ton | 30" O RING GASKET | 5.00 |
| 4403 | Ton | POLYLUBE PIPE JOINT LUBRICANT25# CAN | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 089 OUT:

Driver: ACOSTA IN:

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

47103

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9672 |
| INVOICE DATE |
| 3/20/2015 |
| PAGE # |
| |

Sales Order Number 101554

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX 78516

SHIP TO

North Seminary Drainage-HCP4-
HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | PO # 21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE | DUE DATE |
| 01-RG | | 3/20/2015 | 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 112 | 30' T&G CL III | 30' TONGUE & GROOVE CL III (LF) | | 33.40 | 3,740.80 |
| 2 | TALCOTE 5 GAL. ... | TALCOTE 5 GAL. PAIL | | 0.00 | 0.00 |

North Seminary
- Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $3,740.80 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $3,740.80 |
| PAYMENT RECEIVED | |
| **TOTAL** | $3,740.80 |

CHECK #

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101554

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | |
| CUST. #: | 1601 |
| CUST. PO #: | 3/20/201 5:37 AM |
| TERMS: | |
| STATUS: | 18375 |

SHIP TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCR4 -HCDD1
EDINBURG ,TX

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4166 | Liner | 30" T&G CL 3 33,40 | 112.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 2.00 |

CAPITAL
CONCRETE & ASPHALT & PIPE

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: _____ OUT: _____

Driver: AVT - 490 BEN IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

42107

Fernancha

**Rojas Construction & Paving**
240 Frontage Rd
Alamo, TX 78516
(956)-787-8778

PlainsCap. ank
25 E. Price Rd
Brownsville, TX, 78521
88-2141/1149

0963

3/31/2015

PAY TO THE ORDER OF WELLS FARGO BANK, N.A. $**23,321.76

Twenty-Three Thousand Three Hundred Twenty-One and 76/100********** DOLLARS

WELLS FARGO BANK, NA
C/O WELLS FARGO BUSINESS CREDIT
P.O. BOX 202056
DALLAS, TX 75320-2056

MEMO

**COPY NOT NEGOTIABLE** MP

⑈000963⑈ ⑆114921415⑆ ⑈0270011552⑈

Details on Back

Intuit® CheckLock™ Secure Check

**Rojas Construction & Paving** 0963

WELLS FARGO BANK, N.A. 3/31/2015

| Date | Type | Reference | | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|---|
| 3/25/2015 | Bill | 9680,~~9681~~ | $2991.20 | ~~11,880.80~~ | ~~11,880.80~~ | | ~~11,880.80~~ |
| 3/30/2015 | Bill | ~~9694~~ 9705 | $4229.76 | ~~5,829.76~~ | ~~5,829.76~~ | | ~~5,829.76~~ |
| 3/31/2015 | Bill | 9712 | | 5,611.20 | 5,611.20 | | 5,611.20 |
| | | | | | | Check Amount | ~~23,321.76~~ |

Total North Seminary $12,832.16

PLAINS CAPITAL BA 23,321.76

**Rojas Construction & Paving** 0963

WELLS FARGO BANK, N.A. 3/31/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 3/25/2015 | Bill | 9680,9681 | 11,880.80 | 11,880.80 | | 11,880.80 |
| 3/30/2015 | Bill | 9694 | 5,829.76 | 5,829.76 | | 5,829.76 |
| 3/31/2015 | Bill | 9712 | 5,611.20 | 5,611.20 | | 5,611.20 |
| | | | | | Check Amount | 23,321.76 |

PAYMENT RECORD

PLAINS CAPITAL BA 23,321.76

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9680 |
| INVOICE DATE |
| 3/23/2015 |
| PAGE # |
| |

Sales Order Number 101569

BILL TO
ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX 78516

SHIP TO
North Seminary Drainage-HCP4-
HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | # 21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE | DUE DATE |
| 01-RG | | 3/23/2015 | 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 40 | 30" Gasket Pipe CL ... | 30 Gasket Pipe CL III (LF) | | 34.70 | 1,388.00 |
| 48 | 30' T&G CL III | 30' TONGUE & GROOVE CL III (LF) | | 33.40 | 1,603.20 |
| 5 | GASKET 30" O-RI... | GASKET 30" O-RINGS | | 0.00 | 0.00 |
| 1 | SOAP LUB 3.5 GA... | SOAP LUB 3.5 GAL. BUCKET | | 0.00 | 0.00 |
| 1 | TALCOTE 5 GAL. ... | TALCOTE 5 GAL. PAIL | | 0.00 | 0.00 |

North Seminary
- Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $2,991.20 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $2,991.20 |
| PAYMENT RECEIVED | |
| **TOTAL** | $2,991.20 |

CHECK #

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101569
# DELIVERY TICKET

DATE: 1611
INVOICE #: 3/23/201
CUST. #: 8:03 AM
CUST. PO #:
TERMS: 16375
STATUS:

SHIP TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4166 | Liner | 30" T&G CL 3 33.40 | 48.00 |
| 4129 | Line | 30" GASKET PIPE CL 3 34.70 | 40.00 |
| 4380 | Ton | 30" O RING GASKET | 5.00 |
| 4403 | Ton | POLYLUBE PIPE JOINT LUBRICANT25# CAN | 1.00 |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 1.00 |

CONCRETE PIPE & MACH. VALLEY CONCRETE

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: 709

Driver: Victor

OUT: _____

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

AVT - 769 42120

Fill earthen

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9705 |
| INVOICE DATE |
| 3/25/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg, Tx

P.O. No. Terms

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS 10 OF NEXT MONTH |
|---|---|---|
| | #21915-1 | Ship Via / Ship Date / Due Date |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE / DUE DATE |
| | | 3/25/2015 / 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 24' T&G ... | 24' TONGUE & GROOVE CL III (LF) | 101623 | 144 | 0 | 0 | 144 | ft | 20.04 | 2,885.76 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101623 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 24" Gaske... | 24 Gasket Pipe CL III (LF) | 101616 | 56 | 0 | 0 | 56 | ft | 24.00 | 1,344.00 |
| GASKET ... | GASKET 24" O-RINGS | 101616 | 14 | 0 | 0 | 7 | ea | 0.00 | 0.00 |
| SOAP LU... | SOAP LUB 3.5 GAL. BUCKET | 101616 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North Seminary
- Pipe

there will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $4,229.76 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $4,229.76 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $4,229.76 |

Remittances Made by Mail:
Wells Fargo Bank CHECK #
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101616

# DELIVERY TICKET

NORTH SEMINARY DRAINAGE -HCP4 - I

| | |
|---|---|
| DATE: | 1669 3/25/201 6:43:00 |
| INVOICE #: | |
| CUST. #: | |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | |

SHIP TO

18375

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCD01

NORTH SEMINARY DRAINAGE -HCP4 - I

| ITEM | UOM | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4128 | Liner | 24" GASKET PIPE CL 3 240 | 52 1/2.00 |
| t - Soap | | | |

CONCRETE & ASPHALT & PIPE
VALLEY PIPE & MAGIC VALLEY CONCRETE

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: 769

OUT: _____

Driver: Victor

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101623
# DELIVERY TICKET

| | |
|---|---|
| DATE: | 1365<br>3/25/201 |
| INVOICE #: | 10:40 AM |
| CUST. #: | |
| CUST. PO #: | 16375 |
| TERMS: | |
| STATUS: | |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 -1

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4165 | Liner | 24" T&G CL 3 20.04 | 144.00 |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

ALV 090

Truck Number: _____

OUT: _____

Driver: Abraham

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

Ricardo de la Rosa

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9713 |
| INVOICE DATE |
| 3/26/2015 |
| PAGE # |
| |

BILL TO
ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO
North Seminary Drainage-HCP4-HCDD1
Edinburg, Tx

| CUSTOMER ID # | P.O. No. / CUSTOMER PO # | Terms / PAYMENT TERMS |
|---|---|---|
| | 21915-1 | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD | Ship Via / Ship Date / SHIP DATE: 3/26/2015 — Due Date / DUE DATE: 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 24' T&G ... | 24' TONGUE & GROOVE CL III (LF) | 101638 | 144 | 0 | 0 | 144 | ft | 20.04 | 2,885.76 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101638 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 24' T&G ... | 24' TONGUE & GROOVE CL III (LF) | 101643 | 136 | 0 | 0 | 136 | ft | 20.04 | 2,725.44 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101643 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North Seminary
- Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $5,611.20 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $5,611.20 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $5,611.20 |

Remittances Made by Mail:
Wells Fargo Bank, N.A. CHECK #
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

# 101643
# DELIVERY TICKET

| | |
|---|---|
| DATE: | 3/26/201 |
| INVOICE #: | 9:06 AM |
| CUST. #: | 1671 |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | 18378 |

BILL TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4165 | Liner | 24" T&G CL 3 | 136.00 |
| 4400 | Ton | JOINT COMPOUND (GS-702) 5 GALLON CONTAINER | 1. |

20.64

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: _____ OUT: _____

Driver: Ben AVT - 490 IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

37399

Tiger M. Tello

RIO VALLEY PIPE, LLC

3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101638

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | |
| CUST. #: | 1600 |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | 3/26/201 |

BILL TO: Rojas Heavy Equipment
Semanary

SHIP TO: Semenary

7:08 AM

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 18 | 24" T&C | 144 LF | 20.04 |
| 1 | Talcote | | 18375 |

**SHIPPING VIA ALL VALLEY TRUCKING**

ROJAS HEAVY EQUIPMENT
Truck Number: 090

NORTH SEMINARY DRAINAGE - HCP4
OUT: _____

NORTH SEMINARY DRAINAGE - HCP4 HCP5
Driver: Abraham

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

37390

For Semenary

**Rojas Construction & Paving**
240 Frontage Rd
Alamo, TX 78516
(956)-787-8778

PlainsCapital
25 E. Price Rd
Brownsville, TX, 78521
88-2141/1149

0983

4/23/2015

PAY TO THE ORDER OF WELLS FARGO BANK, N.A. $ **19,477.90

Nineteen Thousand Four Hundred Seventy-Seven and 90/100********** DOLLARS

WELLS FARGO BANK, NA
C/O WELLS FARGO BUSINESS CREDIT
P.O. BOX 202056
DALLAS, TX 75320-2056

MEMO

**COPY NOT NEGOTIABLE**

⑈000983⑈ ⑆114921415⑆ ⑈0270011552⑈

Details on Back

Intuit® CheckLock™ Secure Check

**Rojas Construction & Paving** 0983

WELLS FARGO BANK, N.A. 4/23/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 4/2/2015 | Bill | 9722 | 4,969.92 | 4,969.92 | | 4,969.92 |
| 4/7/2015 | Bill | 9728,9741 | 4,020.48 | 4,020.48 | | 4,020.48 |
| 4/13/2015 | Bill | 9793 | 5,450.88 | 5,450.88 | | 5,450.88 |
| 4/14/2015 | Bill | 9817 | 2,287.02 | 2,287.02 | | 2,287.02 |
| 4/20/2015 | Bill | ~~9842~~ | ~~2,749.60~~ | ~~2,749.60~~ | | ~~2,749.60~~ |
| | | | | | Check Amount | ~~19,477.90~~ |

Total North Seminary $16,728.30

PLAINS CAPITAL BA 19,477.90

**Rojas Construction & Paving** 0983

WELLS FARGO BANK, N.A. 4/23/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 4/2/2015 | Bill | 9722 | 4,969.92 | 4,969.92 | | 4,969.92 |
| 4/7/2015 | Bill | 9728,9741 | 4,020.48 | 4,020.48 | | 4,020.48 |
| 4/13/2015 | Bill | 9793 | 5,450.88 | 5,450.88 | | 5,450.88 |
| 4/14/2015 | Bill | 9817 | 2,287.02 | 2,287.02 | | 2,287.02 |
| 4/20/2015 | Bill | 9842 | 2,749.60 | 2,749.60 | | 2,749.60 |
| | | | | | Check Amount | 19,477.90 |

PAYMENT RECORD

PLAINS CAPITAL BA 19,477.90

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9722 |
| INVOICE DATE |
| 3/27/2015 |
| PAGE # |
| |

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

| CUSTOMER ID # | P.O. No. CUSTOMER PO # | Terms PAYMENT TERMS |
|---|---|---|
| | 21915-1 | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD | Ship Via / Ship Date SHIP DATE / Due Date DUE DATE |
| | | 3/27/2015 / 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 24' T&G ... | 24' TONGUE & GROOVE CL III (LF) | 101657 | 104 | 0 | 0 | 104 | ft | 20.04 | 2,084.16 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101657 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 24' T&G ... | 24' TONGUE & GROOVE CL III (LF) | 101658 | 144 | 0 | 0 | 144 | ft | 20.04 | 2,885.76 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101658 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North Seminary - Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | ~~$4,969.92~~ |
| SALES TAX | ~~$0.00~~ |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $4,969.92 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | ~~$4,969.92~~ |

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

CHECK #

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101657

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 3/27/201 |
| INVOICE #: | 7:06 AM |
| CUST. #: | 1685 |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | 18375 |

SHIP TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

NORTH SEMINARY DRAINAGE -

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4165 | Liner | 24" T&G CL 3 2004 | 104.00 |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 1.0 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 085

OUT: _____

Driver: Waene

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

3-27-10

Juan M. Tello

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101658

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 3/27/201 |
| INVOICE #: | 7:10 AM |
| CUST. #: | 1686 |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | 18375 |

SHIP TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

NORTH SEMINARY DRAINAGE -

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4165 | Liner | 24" T&G CL 3 20.04 | 144.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.( |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 769

OUT: _____

Driver: Victor

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

37414

For sanchez

RIO VALLE PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9728 |
| INVOICE DATE |
| 3/30/2015 |
| PAGE # |
| |

Sales Order Number 101684

BILL TO
ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO
North Seminary Drainage-HCP4-
HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | 21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE | DUE DATE |
| 01-RG | | 3/30/2015 | 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 112 | 24' T&G CL III | 24' TONGUE & GROOVE CL III (LF) | | 20.04 | 2,244.48 |
| 32 | 18" Gasket Pipe CL ... | 18 Gasket Pipe CL III (LF) | | 17.80 | 569.60 |
| 4 | GASKET 18" O-RI... | GASKET 18" O-RINGS | | 0.00 | 0.00 |
| 1 | SOAP LUB 3.5 GA... | SOAP LUB 3.5 GAL. BUCKET | | 0.00 | 0.00 |
| 1 | TALCOTE 5 GAL. ... | TALCOTE 5 GAL. PAIL | | 0.00 | 0.00 |

North Seminary
- Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $2,814.08 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $2,814.08 |
| PAYMENT RECEIVED | |
| **TOTAL** | $2,814.08 |

CHECK #

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101684

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | |
| CUST. #: | 1711 |
| CUST. PO #: | 3/30/201 3:43 PM |
| TERMS: | |
| STATUS: | 18375 |

SHIP TO

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 4165 | Liner | 24" T&G CL 3 20.04 | 112.00 |
| 4127 | Line | 18" GASKET PIPE CL 3 17.80 | 32.00 |
| 4378 | Ton | 18" O RING GASKET | 4.00 |
| 4403 | Ton | POLYLUBE PIPE JOINT LUBRICANT25# CAN | 1.00 |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: _____ OUT: _____

AVT - 769

Driver: Victor IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

3/30/11

Francisco

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9741 |
| INVOICE DATE |
| 3/31/2015 |
| PAGE # |
| |

Sales Order Number 101692

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-
HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | 21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE | DUE DATE |
| 01-RG | | 3/31/2015 | 4/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 40 | 18" Gasket Pipe CL ... | 18 Gasket Pipe CL III (LF) | | 17.80 | 712.00 |
| 5 | GASKET 18" O-RI... | GASKET 18" O-RINGS | | 0.00 | 0.00 |
| 32 | 18' T&G CL III | 18' TONGUE & GROOVE CL III (LF) | | 15.45 | 494.40 |
| 1 | SOAP LUB 3.5 GA... | SOAP LUB 3.5 GAL. BUCKET | | 0.00 | 0.00 |
| 1 | TALCOTE 5 GAL. ... | TALCOTE 5 GAL. PAIL | | 0.00 | 0.00 |

North Seminary
- Pipe

here will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $1,206.40 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $1,206.40 |
| PAYMENT RECEIVED | |
| **TOTAL** | $1,206.40 |

CHECK #
Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101692

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | |
| CUST. #: | 1719 |
| CUST. PO #: | 3/30/201 6:06 PM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG .TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4127 | Liner | 18" GASKET PIPE CL 3 17.80 | 40.00 | |
| 4378 | Ton | 18" O RING GASKET | 5.00 | |
| 4164 | Line | 18" T&G CL 3 15.45 | 32.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |
| 4403 | Ton | POLYLUBE PIPE JOINT LUBRICANT25# CAN | 1.00 | |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: _____ OUT: _____

AVT - 085

Driver: Nacho _____ IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

37452 (Fr...)

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9793 |
| INVOICE DATE |
| 4/7/2015 |
| PAGE # |
| |

BILL TO
ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO
North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS |
|---|---|---|
| | | 10 OF NEXT MONTH |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE / DUE DATE |
| | | 4/7/2015 / 5/10/2015 |

(P.O. No. / Terms / Ship Via / Ship Date / Due Date)

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

| Item | Description | S.O. ... | Order... | Prev. In... | Backo... | Invoiced | U/M | Rate | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 24' T&G ... | 24' TONGUE & GROOVE CL III (LF) | 101771 | 144 | 0 | 0 | 144 | ft | 20.04 | 2,885.76 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101771 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |
| 24' T&G ... | 24' TONGUE & GROOVE CL III (LF) | 101773 | 128 | 0 | 0 | 128 | ft | 20.04 | 2,565.12 |
| TALCOTE... | TALCOTE 5 GAL. PAIL | 101773 | 1 | 0 | 0 | 1 | ea | 0.00 | 0.00 |

North Seminary
– Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $5,450.88 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $5,450.88 |
| PAYMENT RECEIVED | $0.00 |
| **TOTAL** | $5,450.88 |

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

CHECK #

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101771

# DELIVERY TICKET

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1796 |
| CUST. #: | 4/7/2015 |
| CUST. PO #: | 7:40 AM |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4165 | Liner | 24" T&G CL 3 20.04 | 144.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: ALV - 090

OUT: _____

Driver: Abraham

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

37524

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101773

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 4/7/2015 10:53 AM |
| INVOICE #: | 1798 |
| CUST. #: | |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | 18375 |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG .TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4165 | Liner | 24" T&G CL 3 20.04 | 128.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: AVT - 769

OUT: _____

Driver: Victor

IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

37540

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9817 |
| INVOICE DATE |
| 4/9/2015 |
| PAGE # |
| |

Sales Order Number 101812

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX. 78516

SHIP TO

North Seminary Drainage-HCP4-HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | 21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE | DUE DATE |
| 01-RG | | 4/9/2015 | 5/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 128 | 24' T&G CL III | 24' TONGUE & GROOVE CL III (LF) | | 20.04 | 2,565.12 |
| 1 | TALCOTE 5 GAL. ... | TALCOTE 5 GAL. PAIL | | 0.00 | 0.00 |

North Seminary - Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $2,565.12 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $2,565.12 |
| PAYMENT RECEIVED | |
| **TOTAL** | $2,565.12 |

CHECK #

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

101812

# DELIVERY TICKET

RIO VALLEY PIPE LLC
3 1/2 Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

| | |
|---|---|
| DATE: | |
| INVOICE #: | 1837 |
| CUST. #: | 4/9/2015 7:03 AM |
| CUST. PO #: | |
| TERMS: | 18375 |
| STATUS: | |

ROJAS HEAVY EQUIPMENT
NORTH SEMINARY DRAINAGE -HCP4 -HCDD1
EDINBURG ,TX

SHIP TO

NORTH SEMINARY DRAINAGE -HCP4 - H

| ITEM | | DESCRIPTION | FEET/ METER/EACH | |
|---|---|---|---|---|
| 4165 | Liner | 24" T&G CL 3 20.04 | 128.00 | |
| 4400 | Ton | JOINT COMPOUND (GS-702 ) 5 GALLON CONTAINER | | 1.00 |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number AVT - 253 OUT: _____

Driver: Enrique IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

27589

**Rojas Construction & Paving**
240 Frontage Rd
Alamo, TX 78516
(956)-787-8778

PlainsCapita. nk
25 E. Price Rd
Brownsville, TX, 78521
88-2141/1149

0985

4/30/2015

PAY TO THE ORDER OF WELLS FARGO BANK, N.A. $ **18,124.49

Eighteen Thousand One Hundred Twenty-Four and 49/100********** DOLLARS

WELLS FARGO BANK, NA
C/O WELLS FARGO BUSINESS CREDIT
P.O. BOX 202056
DALLAS, TX 75320-2056

**COPY NOT NEGOTIABLE**

MEMO

⑈000985⑈ ⑆114921415⑆ ⑈0270011552⑈

Details on Back

Intuit® CheckLock™ Secure Check

**Rojas Construction & Paving**

0985

WELLS FARGO BANK, N.A.

4/30/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 4/29/2015 | Bill | 9849 | 2,244.49 | 2,244.49 | | 2,244.49 |
| 4/30/2015 | Bill | ~~9903~~ | ~~15,880.00~~ | 15~~,880.00~~ | | ~~15,880.00~~ |
| | | | | | Check Amount | ~~18,124.49~~ |

Total North Seminary $2244.49

PLAINS CAPITAL BA 18,124.49

**Rojas Construction & Paving**

0985

WELLS FARGO BANK, N.A.

4/30/2015

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 4/29/2015 | Bill | 9849 | 2,244.49 | 2,244.49 | | 2,244.49 |
| 4/30/2015 | Bill | 9903 | 15,880.00 | 15,880.00 | | 15,880.00 |
| | | | | | Check Amount | 18,124.49 |

PAYMENT RECORD

PLAINS CAPITAL BA 18,124.49

RIO VALLEY PIPE LLC
3609 W PALMA VISTA DR.
PALMVIEW, TX 78572
PHONE: 956-580-2502
FAX: 956-585-8675

# INVOICE

| INVOICE NUMBER |
|---|
| 9849 |
| INVOICE DATE |
| 4/16/2015 |
| PAGE # |
| |

Sales Order Number 101868

ROJAS HEAVY EQUIPMENT
DBA ROJAS CONSTRUCTION & PAVING
240 E. Frontage
Alamo, TX 78516

SHIP TO

North Seminary Drainage-HCP4-
HCDD1
Edinburg,Tx

| CUSTOMER ID # | CUSTOMER PO # | PAYMENT TERMS | |
|---|---|---|---|
| | PO#21915-1 | 10 OF NEXT MONTH | |
| SALES REP ID # | SHIPPING METHOD | SHIP DATE | DUE DATE |
| 01-RG | | 4/17/2015 | 5/10/2015 |

| QUANTITY | ITEM | DESCRIPTION | BACKORDER QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 112 | 24' T&G CL III | 24' TONGUE & GROOVE CL III (LF) | | 20.04 | 2,244.48 |
| 1 | TALCOTE 5 GAL. ... | TALCOTE 5 GAL. PAIL | | 0.00 | 0.00 |

North Seminary
- Pipe

There will be a 1½% finance charge on all invoices over 30 days.

| | |
|---|---|
| SUBTOTAL | $2,244.48 |
| SALES TAX | $0.00 |
| FREIGHT | |
| TOTAL INVOICE AMOUNT | $2,244.48 |
| PAYMENT RECEIVED | |
| **TOTAL** | $2,244.48 |

CHECK #

Remittances Made by Mail:
Wells Fargo Bank, N.A.
c/o Wells Fargo Business Credit
P.O. Box 202056
Dallas, TX 75320-2056

RIO VALLEY PIPE, LLC

~~3 1/2~~ Miles North Tom Gill Road
Penitas, TX 78573
PHONE: 956-519-6126 > 956-519-4060
FAX: 956-519-6889

101868

# DELIVERY TICKET

| | |
|---|---|
| DATE: | 4/16/15 |
| INVOICE #: | |
| CUST. #: | |
| CUST. PO #: | |
| TERMS: | |
| STATUS: | |

BILL TO
Rojas Construction & Paving
Edinburg

SHIP TO
North Seminary Drainage
HCP-4
Edinburg, Tx

| ITEM | | DESCRIPTION | FEET/ METER/EACH |
|---|---|---|---|
| 112 | 24" ~~Bevel~~ Tongue & Grove CL III | | $20.04 |
| 1 | Talcote 5 Gal Part | | |

**SHIPPING VIA ALL VALLEY TRUCKING**

Truck Number: 769 OUT: _____

Driver: Victor IN: _____

**RECEIPT & RELEASE:** The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

37647

For Sanchez

**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.*

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
ROJAS CONSTRUCTION & PAVING LLC

ADDRESS 240 FRONTAGE RD ALAMO, TX 78516

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.: 1 INITIAL

FOR WEEK ENDING: 03/01/2015

PROJECT AND LOCATION: HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE

PROJECT OR CONTRACT NO.: HCDD1-14-011-04-29

| (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 | OT. OR ST. | (4) DAY AND DATE: M 2/23 | T 2/24 | W 2/25 | TH 2/26 | F 2/27 | S 2/28 | S 3/1 | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | |
| PABLO GONZALEZ<br>PO BOX 753 MERCEDES, TX<br>SS # XXX-XX-9967 | 5 | EXCAVATOR OPERATOR LESS THAN 50.000LBS | O | 0.00 | | | | | | | | $21.00 | $399.00 | | $0.00 | $5.78 | $24.73 | | $30.51 | $368.49 |
| | | | S | 0.00 | 9.00 | 5.50 | 6.00 | 8.00 | | | 28.5( | 14.00 | | | | | | | | |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $384.75 | | $14.00 | $5.58 | $23.86 | $50.00 | $93.44 | $291.31 |
| | | | S | 0.00 | 9.00 | 5.50 | 6.00 | 8.00 | | | 28.5( | 13.50 | | | | | | | | |
| JORGE MALDONADO<br>606 CACTUS LANE EDINBURG, TX<br>SS #XXX-XX-0506 | 4 | PIPE LAYER | O | | | | | | | | | $17.80 | $338.30 | | $0.00 | $4.91 | $20.97 | | $25.88 | $312.42 |
| | | | S | 0.00 | 9.00 | 5.50 | 6.00 | 8.00 | | | 28.5( | 11.87 | | | | | | | | |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.0( | 23.63 | | | | | | | | |
| RICARDO DE LA ROSA CASTILLO<br>11199 DOMINGO DR LA FERIA, TX<br>SS #XXX-XX-6592 | 1 | FLAGGER | O | | | | | | | | | $13.65 | $259.35 | | $2.00 | $3.76 | $16.08 | | $21.84 | $237.51 |
| | | | S | 0.00 | 9.00 | 5.50 | 6.00 | 8.00 | | | 28.5( | 9.10 | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date MARCH 25, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the

_____ (Building or Work); that during the payroll period commencing on the

23 day of FEBRUARY, 2015, and ending the 1 day of MARCH, 2015,

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

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full

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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR | |

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.

**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.*

U.S. Wage and Hour Division

Rev. Dec. 2008

| NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1235-0008 Expires: 01/31/2015 |
|---|---|---|
| ROJAS CONSTRUCTION & PAVING LLC | 240 FRONTAGE RD ALAMO, TX 78516 | |

| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|---|---|---|---|
| 2 | 03/08/2015 | HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE | HCDD1-14-011-04-29 |

| (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 | OT. OR ST. | (4) DAY AND DATE | M | T | W | TH | F | S | S | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 3/2 | 3/3 | 3/4 | 3/5 | 3/6 | 3/7 | 3/8 | | | | | | | | | | |
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | |
| PABLO GONZALEZ<br>PO BOX 753 MERCEDES, TX<br>SS # XXX-XX-9967 | 5 | EXCAVATOR OPERATOR LESS THAN 50.000LBS | O | 0.00 | | | | | | | | $21.00 | $574.00 | | $2.00 | $8.32 | $35.59 | | $45.91 | $528.09 |
| | | | S | 10.00 | 10.00 | 10.00 | 2.00 | 9.00 | | | 41.00 | 14.00 | | | | | | | | | |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $580.50 | | $34.00 | $8.41 | $35.99 | $50.00 | $128.40 | $452.10 |
| | | | S | 10.00 | 10.00 | 10.00 | 4.00 | 9.00 | | | 43.00 | 13.50 | | | | | | | | | |
| JORGE MALDONADO<br>606 CACTUS LANE EDINBURG, TX<br>SS #XXX-XX-0506 | 4 | PIPE LAYER | O | | | | | | | | | $17.80 | $486.67 | | $13.00 | $7.05 | $30.18 | | $50.23 | $436.44 |
| | | | S | 10.00 | 10.00 | 10.00 | 2.00 | 9.00 | | | 41.00 | 11.87 | | | | | | | | | |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.00 | 23.63 | | | | | | | | | |
| RICARDO DE LA ROSA CASTILLO<br>11199 DOMINGO DR LA FERIA, TX<br>SS #XXX-XX-6592 | 1 | FLAGGER | O | | | | | | | | | $13.65 | $391.30 | | $15.00 | $5.67 | $24.26 | | $44.93 | $346.37 |
| | | | S | 10.00 | 10.00 | 10.00 | 4.00 | 9.00 | | | 43.00 | 9.10 | | | | | | | | | |
| NOE LOREDO<br>1800 N TEXAS BLVD #33 WESLACO<br>SS #XXX-XX-3390 | 3 | LOADER OPERATOR | O | | | | | | | | | $19.50 | $357.50 | | $12.00 | $5.18 | $22.17 | | $39.35 | $318.15 |
| | | | S | 9.00 | 8.50 | 10.00 | 0.00 | 0.00 | | | 27.50 | 13.00 | | | | | | | | | |
| RENATO RODRIGUEZ<br>25650 ESTELA AVE SAN BENITO<br>SS #XXX-XX-5348 | 3 | COMMON LABORER | O | | | | | | | | | $14.79 | $364.82 | | $0.00 | $5.29 | $22.61 | | $27.90 | $336.92 |
| | | | S | 10.50 | 8.00 | 8.00 | 0.00 | 10.50 | | | 37.00 | 9.86 | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date MARCH 25, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 2 day of MARCH, 2015, and ending the 8 day of MARCH, 2015, 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 ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full 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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(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.

(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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR | |

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.

**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.*

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
ROJAS CONSTRUCTION & PAVING LLC

ADDRESS 240 FRONTAGE RD ALAMO, TX 78516

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 3

FOR WEEK ENDING 03/15/2015

PROJECT AND LOCATION
HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE

PROJECT OR CONTRACT NO.
HCDD1-14-011-04-29

| (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 | OT. OR ST. | (4) DAY AND DATE | M | T | W | TH | F | S | S | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 3/9 | 3/10 | 3/11 | 3/12 | 3/13 | 3/14 | 3/15 | | | | | | | | | | |
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | |
| PABLO GONZALEZ<br>PO BOX 753 MERCEDES, TX<br>SS # XXX-XX-9967 | 5 | EXCAVATOR OPERATOR LESS THAN 50.000LBS | O | 0.00 | | | | | | | | $21.00 | $441.00 | | $0.00 | $6.40 | $27.34 | | $33.74 | $407.26 |
| | | | S | 0.00 | 0.00 | 10.00 | 12.50 | 9.00 | | | 31.5( | 14.00 | | | | | | | | | |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $357.75 | | $12.00 | $5.19 | $22.18 | | $39.37 | $318.38 |
| | | | S | 10.00 | 0.00 | 0.00 | 12.50 | 4.00 | | | 26.5( | 13.50 | | | | | | | | | |
| JORGE MALDONADO<br>606 CACTUS LANE EDINBURG, TX<br>SS #XXX-XX-0506 | 4 | PIPE LAYER | O | | | | | | | | | $17.80 | $373.91 | | $2.00 | $5.42 | $23.18 | | $30.60 | $343.31 |
| | | | S | 0.00 | 0.00 | 10.00 | 12.50 | 9.00 | | | 31.5( | 11.87 | | | | | | | | | |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.0( | 23.63 | | | | | | | | | |
| RICARDO DE LA ROSA CASTILLO<br>11199 DOMINGO DR LA FERIA, TX<br>SS #XXX-XX-6592 | 1 | FLAGGER | O | | | | | | | | | $13.65 | $268.45 | | $3.00 | $3.89 | $16.64 | | $23.53 | $244.92 |
| | | | S | 0.00 | 8.00 | 0.00 | 12.50 | 9.00 | | | 29.5( | 9.10 | | | | | | | | | |
| RENATO RODRIGUEZ<br>25650 ESTELA AVE SAN BENITO<br>SS #XXX-XX-5348 | 3 | COMMON LABORER | O | | | | | | | | | $14.79 | $310.59 | | $0.00 | $4.50 | $19.26 | | $23.76 | $286.83 |
| | | | S | 0.00 | 0.00 | 10.00 | 12.50 | 9.00 | | | 31.5( | 9.86 | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date APRIL 20, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the

(Building or Work); that during the payroll period commencing on the 9 day of MARCH, 2015, and ending the 15 day of MARCH, 2015, 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

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full

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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR | |

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.

**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.*

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
ROJAS CONSTRUCTION & PAVING LLC

ADDRESS 240 FRONTAGE RD ALAMO, TX 78516

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 4

FOR WEEK ENDING 03/22/2015

PROJECT AND LOCATION HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE

PROJECT OR CONTRACT NO. HCDD1-14-011-04-29

| (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 | OT. OR ST. | (4) DAY AND DATE | M 3/16 | T 3/17 | W 3/18 | TH 3/19 | F 3/20 | S 3/21 | S 3/22 | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | |
| PABLO GONZALEZ<br>PO BOX 753 MERCEDES, TX<br>SS # XXX-XX-9967 | 5 | EXCAVATOR OPERATOR LESS THAN 50.000LBS | O | 0.00 | | | | | | | | $21.00 | $560.00 | | | | | | | |
| | | | S | 9.00 | 9.00 | 10.00 | 8.00 | 4.00 | | | 40.0( | 14.00 | | | $1.00 | $8.12 | $34.72 | | $43.84 | $516.16 |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $540.00 | | | | | | | |
| | | | S | 9.00 | 9.00 | 10.00 | 8.00 | 4.00 | | | 40.0( | 13.50 | | | $30.00 | $7.83 | $33.48 | | $71.31 | $468.69 |
| JORGE MALDONADO<br>606 CACTUS LANE EDINBURG, TX<br>SS #XXX-XX-0506 | 4 | PIPE LAYER | O | | | | | | | | | $17.80 | $474.80 | | | | | | | |
| | | | S | 9.00 | 9.00 | 10.00 | 8.00 | 4.00 | | | 40.0( | 11.87 | | | $12.00 | $6.89 | $29.44 | | $48.33 | $426.47 |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | | | | | | |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.0( | 23.63 | | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 |
| RICARDO DE LA ROSA CASTILLO<br>11199 DOMINGO DR LA FERIA, TX<br>SS #XXX-XX-6592 | 1 | FLAGGER | O | | | | | | | | | $13.65 | $364.00 | | | | | | | |
| | | | S | 9.00 | 9.00 | 10.00 | 8.00 | 4.00 | | | 40.0( | 9.10 | | | $12.00 | $5.28 | $22.57 | | $39.85 | $324.15 |
| RENATO RODRIGUEZ<br>25650 ESTELA AVE SAN BENITO<br>SS #XXX-XX-5348 | 3 | COMMON LABORER | O | | | | | | | | | $14.79 | $354.96 | | | | | | | |
| | | | S | 9.00 | 9.00 | 10.00 | 8.00 | 0.00 | | | 36.0( | 9.86 | | | $0.00 | $5.15 | $22.01 | | $27.16 | $327.80 |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date APRIL 20, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 16 day of MARCH, 2015, and ending the 22 day of MARCH, 2015, 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 ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full 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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR | |

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.

**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.*

U.S. Wage and Hour Division

Rev. Dec. 2008

| NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1235-0008 Expires: 01/31/2015 |
|---|---|---|
| ROJAS CONSTRUCTION & PAVING LLC | 240 FRONTAGE RD ALAMO, TX 78516 | |

| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|---|---|---|---|
| 5 | 03/29/2015 | HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE | HCDD1-14-011-04-29 |

| (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 | OT. OR ST. | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | M | T | W | TH | F | S | S | | | | FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | |
| | | | | 3/23 | 3/24 | 3/25 | 3/26 | 3/27 | 3/28 | 3/29 | | | | | | | | | | |
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | |
| PABLO GONZALEZ<br>PO BOX 753 MERCEDES, TX<br>SS # XXX-XX-9967 | 5 | EXCAVATOR OPERATOR LESS THAN 50.000LBS | O | 0.00 | | | | | | | | $21.00 | $518.00 | | $0.00 | $7.51 | $32.12 | | $39.63 | $478.37 |
| | | | S | 8.00 | 8.00 | 9.00 | 5.00 | 7.00 | | | 37.0( | 14.00 | | | | | | | | |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $499.50 | | $26.00 | $7.24 | $30.97 | | $64.21 | $435.29 |
| | | | S | 8.00 | 8.00 | 9.00 | 5.00 | 7.00 | | | 37.0( | 13.50 | | | | | | | | |
| JORGE MALDONADO<br>606 CACTUS LANE EDINBURG, TX<br>SS #XXX-XX-0506 | 4 | PIPE LAYER | O | | | | | | | | | $17.80 | $439.19 | | $9.00 | $6.37 | $27.23 | | $42.60 | $396.59 |
| | | | S | 8.00 | 8.00 | 9.00 | 5.00 | 7.00 | | | 37.0( | 11.87 | | | | | | | | |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.0( | 23.63 | | | | | | | | |
| RICARDO DE LA ROSA CASTILLO<br>11199 DOMINGO DR LA FERIA, TX<br>SS #XXX-XX-6592 | 1 | FLAGGER | O | | | | | | | | | $13.65 | $336.70 | | $9.00 | $4.88 | $20.88 | | $34.76 | $301.94 |
| | | | S | 8.00 | 8.00 | 9.00 | 5.00 | 7.00 | | | 37.0( | 9.10 | | | | | | | | |
| RENATO RODRIGUEZ<br>25650 ESTELA AVE SAN BENITO<br>SS #XXX-XX-5348 | 3 | COMMON LABORER | O | | | | | | | | | $14.79 | $384.54 | | $0.00 | $5.58 | $23.84 | | $29.42 | $355.12 |
| | | | S | 8.00 | 8.00 | 9.00 | 5.00 | 9.00 | | | 39.0( | 9.86 | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date APRIL 20, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the

(Building or Work); that during the payroll period commencing on the 23 day of MARCH, 2015, and ending the 29 day of MARCH, 2015, 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

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full

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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR | |

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.

**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.*

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

| NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐ | ADDRESS | PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|---|---|---|---|---|---|
| ROJAS CONSTRUCTION & PAVING LLC | 240 FRONTAGE RD ALAMO, TX 78516 | 6 | 04/05/2015 | HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE | HCDD1-14-011-04-29 |

| (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 | OT. OR ST. | (4) DAY AND DATE | M | T | W | TH | F | S | S | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 3/30 | 3/31 | 4/1 | 4/2 | 4/3 | 4/4 | 4/5 | | | | | | | | | | |
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | |
| PABLO GONZALEZ<br>PO BOX 753 MERCEDES, TX<br>SS # XXX-XX-9967 | 5 | EXCAVATOR OPERATOR LESS THAN 50.000LBS | O | 0.00 | | | | | | | | | $21.00 | $462.00 | | | | | | | |
| | | | S | 9.00 | 8.00 | 8.00 | 8.00 | 0.00 | | | 33.0( | 14.00 | | | $0.00 | $6.70 | $28.64 | | $35.34 | $426.66 | |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $445.50 | | | | | | | | |
| | | | S | 9.00 | 8.00 | 8.00 | 8.00 | 0.00 | | | 33.0( | 13.50 | | | $20.00 | $6.46 | $27.62 | | $54.08 | $391.42 | |
| JORGE MALDONADO<br>606 CACTUS LANE EDINBURG, TX<br>SS #XXX-XX-0506 | 4 | PIPE LAYER | O | | | | | | | | | $17.80 | $391.71 | | | | | | | | |
| | | | S | 9.00 | 8.00 | 8.00 | 8.00 | 0.00 | | | 33.0( | 11.87 | | | $4.00 | $5.68 | $24.28 | | $33.96 | $357.75 | |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | | | | | | | |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.0( | 23.63 | | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 | |
| RENATO RODRIGUEZ<br>25650 ESTELA AVE SAN BENITO<br>SS #XXX-XX-5348 | 3 | COMMON LABORER | O | | | | | | | | | $14.79 | $335.24 | | | | | | | | |
| | | | S | 9.00 | 8.00 | 9.00 | 8.00 | 0.00 | | | 34.0( | 9.86 | | | $0.00 | $4.86 | $20.78 | | $25.64 | $309.60 | |
| | | | O | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date APRIL 20, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 30 day of MARCH, 2015, and ending the 5 day of APRIL, 2015, 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 ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full 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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR | |

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.

**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.*

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐: ROJAS CONSTRUCTION & PAVING LLC

ADDRESS: 240 FRONTAGE RD ALAMO, TX 78516

PAYROLL NO.: 7

FOR WEEK ENDING: 04/12/2015

PROJECT AND LOCATION: HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE

PROJECT OR CONTRACT NO.: HCDD1-14-011-04-29

| (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 | OT. OR ST. | (4) DAY AND DATE: M 4/6 | T 4/7 | W 4/8 | TH 4/9 | F 4/10 | S 4/11 | S 4/12 — HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PABLO GONZALEZ<br>PO BOX 753 MERCEDES, TX<br>SS # XXX-XX-9967 | 5 | EXCAVATOR OPERATOR LESS THAN 50.000LBS | O | 0.00 | | | | | | | | $21.00 | $525.00 | | $0.00 | $7.61 | $32.55 | | $40.16 | $484.84 |
| | | | S | 8.50 | 10.00 | 8.00 | 8.00 | 3.00 | | | 37.5( | 14.00 | | | | | | | | |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $540.00 | | $30.00 | $7.83 | $33.48 | | $71.31 | $468.69 |
| | | | S | 8.50 | 10.00 | 8.00 | 8.00 | 3.00 | 2.50 | | 40.0( | 13.50 | | | | | | | | |
| JORGE MALDONADO<br>606 CACTUS LANE EDINBURG, TX<br>SS #XXX-XX-0506 | 4 | PIPE LAYER | O | | | | | | | | | $17.80 | $445.13 | | $9.00 | $6.45 | $27.60 | | $43.05 | $402.08 |
| | | | S | 8.50 | 10.00 | 8.00 | 8.00 | 3.00 | | | 37.5( | 11.87 | | | | | | | | |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.0( | 23.63 | | | | | | | | |
| BALTAZAR VAZQUEZ VARGAS<br>16678 W. WILSON HARLINGEN, TX<br>SS #XXX-XX-7828 | 2 | PIPE LAYER | O | | | | | | | | | $17.80 | $451.06 | | $13.00 | $6.54 | $27.96 | | $47.50 | $403.56 |
| | | | S | 8.00 | 8.00 | 8.00 | 11.00 | 3.00 | | | 38.0( | 11.87 | | | | | | | | |
| RICARDO DE LA ROSA CASTILLO<br>11199 DOMINGO DR LA FERIA, TX<br>SS #XXX-XX-6592 | 1 | FLAGGER | O | | | | | | | | | $13.65 | $336.70 | | $9.00 | $4.88 | $20.88 | | $34.76 | $301.94 |
| | | | S | 8.00 | 10.00 | 8.00 | 8.00 | 3.00 | | | 37.0( | 9.10 | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date APRIL 20, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 6 day of APRIL, 2015, and ending the 12 day of APRIL, 2015, 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 ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full 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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR | |

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.

**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.*

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐: ROJAS CONSTRUCTION & PAVING LLC

ADDRESS: 240 FRONTAGE RD ALAMO, TX 78516

PAYROLL NO.: 8

FOR WEEK ENDING: 04/19/2015

PROJECT AND LOCATION: HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE

PROJECT OR CONTRACT NO.: HCDD1-14-011-04-29

| (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 | OT. OR ST. | (4) DAY AND DATE: M 4/13 | T 4/14 | W 4/15 | TH 4/16 | F 4/17 | S 4/18 | S 4/19 — HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BALTAZAR VAZQUEZ VARGAS<br>16678 W. WILSON HARLINGEN, TX<br>SS #XXX-XX-7828 | 2 | PIPE LAYER | O | 0.00 | | | | | | | | $17.80 | $385.78 | | $7.00 | $5.59 | $23.92 | | $36.51 | $349.27 |
| | | | S | 0.00 | 8.00 | 8.00 | 8.50 | 8.00 | | | 32.50 | 11.87 | | | | | | | | |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $276.75 | | $3.00 | $4.02 | $17.16 | | $24.18 | $252.57 |
| | | | S | 0.00 | 0.00 | 0.00 | 8.50 | 5.50 | 6.50 | | 20.50 | 13.50 | | | | | | | | |
| JORGE MALDONADO<br>606 CACTUS LANE EDINBURG, TX<br>SS #XXX-XX-0506 | 4 | PIPE LAYER | O | | | | | | | | | $17.80 | $47.48 | | $0.00 | $0.69 | $2.95 | | $3.64 | $43.84 |
| | | | S | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | | | 4.00 | 11.87 | | | | | | | | |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.00 | 23.63 | | | | | | | | |
| JORGE M ZAMORA<br>2840 FRANKFURT BROWNSVILLE, TX<br>SS #XXX-XX-1845 | 2 | COMMON LABORER | O | | | | | | | | | $15.00 | $240.00 | | $4.00 | $3.48 | $14.88 | | $22.36 | $217.64 |
| | | | S | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 | | | 24.00 | 10.00 | | | | | | | | |
| RICARDO DE LA ROSA CASTILLO<br>11199 DOMINGO DR LA FERIA, TX<br>SS #XXX-XX-6592 | 1 | FLAGGER | O | | | | | | | | | $13.65 | $36.40 | | $0.00 | $0.53 | $2.25 | | $2.78 | $33.62 |
| | | | S | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | | | 4.00 | 9.10 | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date APRIL 20, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the

_____ (Building or Work); that during the payroll period commencing on the

13 day of APRIL, 2015, and ending the 19 day of APRIL, 2015,

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

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full

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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(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.

(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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR |  |

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.

**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.*

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

| NAME OF CONTRACTOR ☑ | OR SUBCONTRACTOR ☐ | ADDRESS | |
|---|---|---|---|
| ROJAS CONSTRUCTION & PAVING LLC | | 240 FRONTAGE RD ALAMO, TX 78516 | |

| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|---|---|---|---|
| 9 | 04/26/2015 | HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE | HCDD1-14-011-04-29 |

| (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 | OT. OR ST. | (4) DAY AND DATE | M | T | W | TH | F | S | S | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 4/20 | 4/21 | 4/22 | 4/23 | 4/24 | 4/25 | 4/26 | | | | | | | | | | |
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | |
| PABLO GONZALEZ<br>PO BOX 753 MERCEDES, TX<br>SS #XXX-XX-9967 | 5 | EXCAVATOR OPERATOR LESS THAN 50,000LBS | O | 0.00 | | | | | | | | | $21.00 | $469.00 | | | | | | | |
| | | | S | 8.50 | 8.00 | 8.00 | 8.00 | 1.00 | | | 33.5( | 14.00 | | | $0.00 | $6.80 | $29.07 | | $35.87 | $433.13 | |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $540.00 | | | | | | | | |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.0( | 13.50 | | | $30.00 | $7.83 | $33.48 | | $71.31 | $468.69 | |
| JORGE MALDONADO<br>606 CACTUS LANE EDINBURG, TX<br>SS #XXX-XX-0506 | 4 | PIPE LAYER | O | | | | | | | | | $17.80 | $302.69 | | | | | | | | |
| | | | S | 8.50 | 0.00 | 8.00 | 8.00 | 1.00 | | | 25.5( | 11.87 | | | $0.00 | $4.39 | $18.76 | | $23.15 | $279.54 | |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | | | | | | | |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.0( | 23.63 | | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 | |
| RICARDO DE LA ROSA CASTILLO<br>11199 DOMINGO DR LA FERIA, TX<br>SS #XXX-XX-6592 | 1 | FLAGGER | O | | | | | | | | | $13.65 | $304.85 | | | | | | | | |
| | | | S | 8.50 | 8.00 | 8.00 | 8.00 | 1.00 | | | 33.5( | 9.10 | | | $6.00 | $4.42 | $18.90 | | $29.32 | $275.53 | |
| | | | O | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date APRIL 30, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the

(Building or Work); that during the payroll period commencing on the 20 day of APRIL, 2015, and ending the 26 day of APRIL, 2015, 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

ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full

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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

(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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR | |

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.

**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.*

U.S. Wage and Hour Division
Rev. Dec. 2008

| NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1235-0008 Expires: 01/31/2015 |
|---|---|---|
| ROJAS CONSTRUCTION & PAVING LLC | 240 FRONTAGE RD ALAMO, TX 78516 | |

| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|---|---|---|---|
| 10 | 05/03/2015 | HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE | HCDD1-14-011-04-29 |

| (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 | OT. OR ST. | (4) DAY AND DATE: M 4/27 | T 4/28 | W 4/29 | TH 4/30 | F 5/1 | S 5/2 | S 5/3 | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH-HOLDING TAX | MEDI CARE | SS | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | |
| PABLO GONZALEZ<br>PO BOX 753 MERCEDES, TX<br>SS #XXX-XX-9967 | 5 | EXCAVATOR OPERATOR LESS THAN 50,000LBS | O | 0.00 | | | | | | | | $21.00 | $525.00 | | $0.00 | $7.62 | $32.55 | | $40.17 | $484.83 |
| | | | S | 0.00 | 10.00 | 8.50 | 11.00 | 8.00 | | | 37.5( | 14.00 | | | | | | | | |
| FERNANDO SANCHEZ<br>418 BIDDLE ST. SAN BENITO,TX<br>SS #XXX-XX-7066 | 3 | PIPE LAYER | O | | | | | | | | | $20.25 | $540.00 | | $30.00 | $7.83 | $33.48 | | $71.31 | $468.69 |
| | | | S | 2.50 | 10.00 | 8.50 | 11.00 | 8.00 | | | 40.0( | 13.50 | | | | | | | | |
| BALTAZAR VAZQUEZ VARGAS<br>16678 W WILSON RD HARLINGEN, TX<br>SS #XXX-XX-7828 | 2 | PIPE LAYER | O | | | | | | | | | $17.80 | $474.80 | | $16.00 | $6.88 | $29.44 | $211.24 | $263.56 | $211.24 |
| | | | S | 4.50 | 8.00 | 8.50 | 11.00 | 8.00 | | | 40.0( | 11.87 | | | | | | | | |
| JUAN M. TELLO<br>25727 LEIGH AVE SAN BENITO, TX<br>SS #XXX-XX-3904 | 3 | SUPERVISION | O | | | | | | | | | $35.43 | $945.00 | | $65.00 | $13.70 | $58.59 | | $137.29 | $807.71 |
| | | | S | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.0( | 23.63 | | | | | | | | |
| RICARDO DE LA ROSA CASTILLO<br>11199 DOMINGO DR LA FERIA, TX<br>SS #XXX-XX-6592 | 1 | FLAGGER | O | | | | | | | | | $13.65 | $354.90 | | $11.00 | $5.15 | $22.01 | | $38.16 | $316.74 |
| | | | S | 0.00 | 10.00 | 10.00 | 11.00 | 8.00 | | | 39.0( | 9.10 | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | |

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.

**Public Burden Statement**

We estimate that is 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

(over)

Date MAY 5, 2015

I, ELISA VASQUEZ (Name of Signatory Party) ADMINISTRATOR (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the 27 day of APRIL, 2015, and ending the 3 day of MAY, 2015, 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 ROJAS CONSTRUCTION & PAVING LLC (Contractor or Subcontractor) from the full 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 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

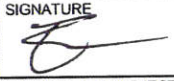
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – 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 | SIGNATURE |
|---|---|
| ELISA VASQUEZ, ADMINSTRATOR |  |

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.

**AI -50176** **18.**

**DRAINAGE DISTRICT**

Meeting Date: 06/23/2015

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

2013 Bond Series

A.) Requesting approval to rescind action taken by the Board of Directors on April 28, 2015; Agenda Item No. 49387 (J).

B.) Requesting approval of Work Authorization No. 6A in the amount of $322,499.65 with L&G Engineering as it relates to Schematic, Right of Way Map, Hydrologic Map and Right of Way Acquisition for La Joya Watershed Improvement Project.

BACKGROUND

---

Fiscal Impact

Attachments

L&G Work Authorization 6A PCT#3 RDD

---

**Form Review**

| **Inbox** | **Reviewed By** | **Date** |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/19/2015 11:24 AM |
| Final Approval | Monica Badillo | 06/19/2015 05:26 PM |
| Form Started By: Lora Briones | | Started On: 06/18/2015 09:30 AM |
| Final Approval Date: 06/19/2015 | | |

**EXHIBIT "E"**

**PROFESSIONAL ENGINEERING SERVICES CONTRACT DATED FEBRUARY 5, 2013, FOR THE LA JOYA WATERSHED IMPROVEMENT PROJECT FOR HIDALGO COUNTY PRECINCT 3 (THE "AGREEMENT")**
**WORK AUTHORIZATION FORM**

**WORK AUTHORIZATION NO. 6A**

**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 L&G Engineering, professional Engineers hereinafter called "Engineer".**

**PART 1. SCOPE OF WORK**

**The purpose of this Work Authorization is to provide Schematic, Right-of-Way Map, Hydrologic Map and Right-of-Way Acquisition for an estimated total of four (4) parcels for the La Joya Watershed Improvement project.**

***The scope of work for said services is better defined in the following and attached hereto:***

***EXHIBIT "A" – Services to be provided by the Owner***
***EXHIBIT "B" – Services to be provided by the Engineer***

**PART 2. ESTIMATED COST**

**The estimated cost for services under this Work Authorization is $322,499.65. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" – Estimated Project Fee Schedule.***

**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 6 of the Agreement.**

**PART 4. FUNDING**

**This Work Authorization No. 6A 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 the scopes of this 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 Mr. Jaime Salazar of HCDD#1 as to content and detail of this Work Authorization No. 6A.**

**BY:** _____

**PART 8. ACCEPTANCE AND APPROVAL**

**This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and L&G Engineering as indicated below and effective as of ____ day of _____, 2015.**

**THE ENGINEER:**

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

**THE OWNER:**

_____
Chairman of the Board
Hidalgo County Drainage District No. 1

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

_____

Exhibits:
Location Map
Exhibit "A" – Services to be provided by the Owner
Exhibit "B" – Services to be provided by the Engineer
Exhibit "C" – Work Schedule
Exhibit "D-1" – Estimated Project Fee Schedule and Man-hour Breakdown
Exhibit "D-2" – ROW Acquisition Fee Schedule
Exhibit "D-3" – Sub-Consultant Fee Schedule

# 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 La Joya Watershed Improvement Project in Hidalgo County, TX, hereinafter denoted as the **Project**.

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

(1) Authorization to the **Engineer** to begin work in accordance with Section 3 of the 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.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Review and approve change orders as required and prepared by the **Engineer**.

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

## SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Outfall South of Business 83 to IBWC Levees

LENGTH: N/A

HIGHWAY: La Joya Watershed Project

LIMITS: N/A

**EXISTING FACILITY**

**PROJECT CLASSIFICATION**

(Place an "X" in only one Project Classification)

- X Drainage Outfall
- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- ___ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County Drainage District No. 1.

## SECTION 2 – FEASIBILITY STUDIES

(Function Code 102)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| YES | NO | Preliminary Design Values<br>*The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.* |
| YES | NO | Preliminary Route Locations on Uncontrolled Mapping<br>*The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.* |
| YES | NO | Uncontrolled Mapping (w/Contours & GIS Info)<br>*The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.* |
| N/A | N/A | Preliminary Traffic Evaluations & Trends<br>*The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.* |
| YES | NO | Preliminary Hydrologic Map<br>*The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.* |
| YES | NO | Preliminary ROW Requirements<br>*The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.* |
| YES | NO | Preliminary Cost Estimates<br>*The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.* |
| YES | NO | Preliminary Environmental Analysis (for fatal flaws)<br>*The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.* |
| YES | NO | Project Fact Sheet with Est. Local Cost vs. Total Project Cost<br>*The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.* |
| YES | NO | Meetings, Coordination & Support for Project Development<br>*The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.* |

## SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

| Services Provided By: ENGINEER | COUNTY | | |
|---|---|---|---|
| NO | NO | 1. | Route Location Studies* |
| N/A | N/A | 2. | Level of Service Analysis |
| N/A | NO | 3. | Traffic Evaluations and Projections |
| N/A | NO | 4. | Develop Roadway Design Criteria |
| YES | NO | 5. | Preliminary Cost Estimates |
| YES | NO | 6. | Design Schematic (See Section 7, page 7-1 for schematic layout requirements) |
| YES | NO | 7. | Preliminary Right-of-Way Requirements |
| YES | NO | 8. | Design Concept Conference |
| | | 9. | Soil Core Hole Drilling |
| N/A | N/A | | a. Pavement (See Section 7, page 7-3 for requirements) |
| N/A | N/A | | b. Retaining Walls (See Section 10, page 10-1 for requirements) |
| N/A | N/A | | c. Miscellaneous Structures (See Section 10, page 10-3 for requirements) |
| N/A | N/A | | d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements) |

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

## SECTION 4
## SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Environmental Reports<br>All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. |
| | | a. Environmental Assessments |
| N/A | N/A | (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion. |
| N/A | N/A | (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact. |
| N/A | N/A | (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement. |
| | | b. Environmental Impact Statement |
| N/A | N/A | (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared. |
| N/A | N/A | (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A. |
| | | 2. Public Involvement<br>All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. |
| N/A | N/A | a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.* |
| N/A | N/A | b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided. |
| | | 3. Cultural Resources<br>Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY. |
| N/A | N/A | a. Historic Structure Studies<br>A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements. |
| | | b. Archeological Studies |
| N/A | N/A | (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations. |
| N/A | N/A | (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE. |
| N/A | N/A | (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE. |

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 4. Noise and Air Quality Analyses |
| N/A | N/A | a. Noise Analysis<br>A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document. |
| N/A | N/A | b. Air Quality Analysis<br>An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project. |
| N/A | N/A | 5. Hazardous Materials<br>The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process). |
| N/A | N/A | 6. General Guidelines for Preparation of Environmental Documents |

a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. and submitted electronically to TxDOT.
b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
g. Exhibits in the environmental document shall be color copies and text shall be black and white.

## SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|

**NOTE:** No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by Hidalgo County.

YES NO 1. Ownership Data in a .dgn file
   a. The entire project limits as identified on the attached Preliminary Exhibit..
   b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW including visible utilities.

YES NO 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate compensable utilities including irrigation lines.

YES NO 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the County and State
   a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps
*(Sample ROW Maps and Parcel Plats and field notes attached)*
**GENERAL SPECIFICATIONS**
   a. All data submitted by the surveyor will be legible, organized and well documented.
   b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.
   c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.
   d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.
   e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

**SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING**

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

**GENERAL**

a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

**PARCEL PLATS**

a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

**FIELD NOTE DESCRIPTIONS**

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

**SUBMITTALS**

a. ROW Map Submittal Requirements:
   (1) Pharr District ROW Map Checklist (signed and dated)
   (2) Two (2) paper sets of half-size ROW maps (11"x 17")
   (3) One (1) paper set of the full-size ROW maps (22"x 34")
   (4) Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
   (5) Division needs one (1) electronic copy of the ROW Map on a CD, and
   (6) One (1) copy of the DGN electronic file on a CD from the surveyor- Both the electronic copy of the ROW Map and the DGN file can be on one CD.

b. After Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:
   (1) Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
   (2) One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision
   (3) Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
   (4) Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and
   (5) One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

***(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)***

## MAP

### GENERAL

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

### TITLE SHEET REQUIREMENTS

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJ's
___ List all Major Utilities from Station to Station

### INDIVIDUAL MAP SHEET REQUIREMENTS

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

### EXISTING INFORMATION

___ R.O.W. lines
___ Whole property or whole property inset

___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

**PROPOSED INFORMATION**
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties ( P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

**IMPROVEMENTS**
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

**UTILITIES**
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

**FIELD NOTES HEADING**
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

**GENERAL DESCRIPTION OR "PREAMBLE"**
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

**PARENT TRACT DATA IS SHOWN**
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

**BEGINNING DESCRIPTION**
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

**PARTICULAR DESCRIPTION**

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

**CLOSING DESCRIPTION**

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. *(if applicable)*
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

**PARCEL SKETCH**

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

**TRAVERSE SHEET**

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. *(if applicable)*
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

| | |
|---|---|
| Secondary rural | .0003 |
| Primary rural - secondary urban | .0002 |
| Urban or industrial | .00013 |

## SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Field Surveying |
| NO | NO | a. Primary Project Control – 3 to 5 miles spacing<br>Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.<br>(1) Establish horizontal control points<br>(2) Establish vertical control points<br><br>NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.<br><br>ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960 |
| YES | NO | b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.<br>• No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.<br>• The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.<br>• The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)<br>• The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.<br>(1) Project control base lines |
| NO | NO | (2) Photogrammetric ground control |
| NO | NO | (a) Establish horizontal control |
| NO | NO | (b) Establish vertical control points |
| NO | NO | (c) Place and maintain control point targets |
| YES | NO | c. Other Field Surveying<br>(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.<br>(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.<br>(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.<br>(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).<br>(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor. |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| YES | NO | c. Other Field Surveying *(continued)* |
| | | (6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location. |
| | | (7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer. |
| | | (8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. |
| | | (9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems. |
| YES | NO | (10) Tie to existing underground and overhead utilities (location, elevation and direction)<br>Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.<br>Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer. |
| YES | NO | (11) Additional Field Surveying as shown below:<br>(a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.<br>(b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map. |
| | | (12) Driveways and Turnouts<br>(a) Inventory commercial entrances, public roads and side streets separately.<br>(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.<br>(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.<br>(d) Obtain width at R.O.W. line.<br>(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain. |
| YES | NO | (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map) |
| YES | NO | (14) Soil core hole staking. |
| YES | NO | (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc. |
| YES | NO | (16) Profiles of existing drainage facilities. |
| YES | NO | (17) Measurement of hydraulic opening under existing bridges. |
| YES | NO | (18) Obtain elevations of manholes and valves of utilities |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | c. Other Field Surveying *(continued)* |
| YES | NO | (19) Provide temporary signs, traffic control, flags, safety equipment, etc. |
| YES | NO | (20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction. |
| YES | NO | (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations. |
| YES | NO | (22) Inventory signs, mailboxes, and driveways |
| YES | NO | (23) Survey controlled data sheets per TxDOT guidelines. |
| NO | NO | 2. Photogrammetric Products |
| | | a. Uncontrolled Photography |
| | | (1) Contact Prints |
| | | (2) Mosaics |
| | | (3) Digital ortho plots |
| | | b. Mapping |
| | | (1) Planimetric Maps |
| | | (2) Contour Maps |
| | | (3) Cross Sections |
| | | (4) Profiles |
| | | (5) Digital Terrain Models (DTM) |

## SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Geometric Design |
| N/A | N/A | a. Horizontal and Vertical Alignment |
| N/A | N/A | b. Schematic Layout |
| | | (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps. |
| | | (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. |
| | | (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. |
| | | (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps. |
| | | (5) The tentative ROW limits. |
| | | (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements. |
| | | (b) Provide a graphics file containing the approved schematic. |
| | | (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads. |
| | | (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer). |
| | | (8) The control of access lines if Interstate or designated under House Bill 179. |
| | | (9) Direction of traffic flow on all roadways. |
| | | (10) Location and width of median openings for highway without access control. |
| | | (11) The geometric of speed change (acceleration, deceleration, climbing) lanes. |
| N/A | N/A | 2. General Guidelines for Project Development |
| | | a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.** |
| | | b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE. |
| | | c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout. |
| | | d. Handling of traffic during construction shall be a consideration in the development of preliminary designs. |

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| N/A | N/A | 2. General Guidelines for Project Development *(continued)* |
| | | e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data. |
| | | f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD. |
| | | g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission. |
| | | h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.** |
| N/A | N/A | 3. Exhibit for Airway/Highway Clearance Permits |
| | | 4. Grading Design |
| N/A | N/A | a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate. |
| N/A | N/A | b. Typical Sections |
| N/A | N/A | c. Design Cross Sections |
| N/A | N/A | d. Determine Cut and Fill Quantities |
| N/A | N/A | e. Slope Stability Analysis |
| N/A | N/A | f. Embankment Foundation Stability Analysis |
| N/A | N/A | g. Embankment Settlement Analysis |
| | | 5. Pavement Design |
| N/A | N/A | a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose. |
| N/A | N/A | b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission. |
| | | c. Embankment and Subgrade |
| | | (1) Soil Core Holes (Show cost estimate with Function Code 110) |
| N/A | N/A | (a) Along center line |
| N/A | N/A | (b) Along center line of each roadway |
| | | The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed) |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Pavement Design *(continued)* |
| | | c. Embankment and Subgrade *(continued)* |
| N/A | N/A | (2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime) |
| N/A | N/A | d. Traffic Data for Pavement Design by STATE |
| N/A | N/A | e. Basic Design Criteria |
| N/A | N/A | f. Life Cycle Cost Analysis(es) |
| N/A | N/A | g. Cost Data |
| N/A | N/A | h. Pavement Material Properties |
| N/A | N/A | i. Rehabilitation Investigations |
| N/A | N/A | (1) Core Hole Survey (Show cost estimate with Function Code 110) |
| | | (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT. |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

## SECTION 8 - DRAINAGE
(Function Code 161)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY. |
| | | 1. Hydrologic Map |
| YES | NO | a. Hydrologic data/discharge determination for outfalls |
| | | 2. Hydraulic Drainage Study and Documentation |
| | | a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements. |
| N/A | N/A | (1) Storm water detention available within the ROW (linear ft. along side drain ditch). |
| N/A | N/A | (2) Storm water detention required outside the ROW (as per HCDD#1) |
| YES | NO | (3) Culverts |
| N/A | N/A | (4) Bridge waterways |
| YES | NO | (5) Channels |
| N/A | N/A | (6) Storm sewers/inlets |
| N/A | N/A | (7) Pump stations |
| YES | NO | (8) Storm Water Management facilities |
| YES | NO | (9) Other |
| | | (a) Irrigation Canals/Siphons |
| N/A | N/A | b. Hydraulic report(s) |
| N/A | N/A | c. Federal Emergency Management Agency (FEMA) floodway requirements |
| YES | NO | d. Determine impact of proposed drainage plan on the following receiving stream(s) |
| | | (1) Hidalgo County Drainage District Outfalls |
| | | (2) All Irrigation District Outfalls impacted |
| | | (3) IBWC Existing Levee Structure |
| | | 3. Layout, Structural Design and Detailing of Drainage Features |
| | | a. Culverts |
| YES | NO | (1) New culverts |
| YES | NO | (2) Culvert widening and/or lengthening |
| YES | NO | (3) Culvert replacements |
| | | b. Storm sewers |
| YES | NO | (1) New storm sewers |
| YES | NO | (2) Modify existing storm sewers |
| YES | NO | (3) Inlets |
| YES | NO | (4) Manholes |
| YES | NO | (5) Trunk lines |
| | | c. Pump stations |
| N/A | N/A | d. Subsurface drainage at retaining walls |
| N/A | N/A | e. Outfall channel(s) within the ROW |
| YES | NO | f. Outfall channel(s) outside the ROW |
| N/A | N/A | g. Detention Pond(s) within the ROW |
| N/A | N/A | h. Detention Pond(s) outside the ROW |
| YES | NO | i. Summary of Quantities |
| YES | NO | j. Storm Water Management facilities |
| YES | NO | 4. Storm Water Pollution Prevention Plan (SW3P) |
| N/A | N/A | 5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170. |

## SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| N/A | N/A | 1. Signing and Markings Layout<br>a. Requirements (Separate Layout)<br>(1) Roadway layout<br>(2) Center line with station numbering<br>(3) ROW lines<br>(4) Culverts and other structures that present a hazard to traffic<br>(5) Location of utilities, if not shown on plan and profile<br>(6) Existing signs to remain, to be removed, to be relocated<br>(7) Proposed signs (illustrated and numbered)<br>(8) Existing overhead sign bridges to remain, to be revised, removed or relocated<br>(9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)<br>(10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation<br>(12) Quantities of existing pavement markings to be removed<br>(13) Proposed delineators and object markers<br><br>b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:<br>(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps<br>(2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps<br>(3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes<br>(4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)<br>(5) Tentative ROW limits<br>(6) Direction of traffic flow on all roadways<br>(7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| N/A | N/A | 2. Summary of Small Signs Tabulation |
| N/A | N/A | 3. Summary of Large Signs Tabulation including all Guide Signs |
| N/A | N/A | 4. Sign Detail Sheets<br>a. All signs except route markers<br>b. Design details for large guide signs<br>c. Dimensions of letters, shields, borders, corner radii etc.<br>d. Designation of shields attached to guide signs<br>e. Designation of arrow used on exit direction signs |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Traffic Signals |
| | | a. Development of Justification (Warrant) Data |
| N/A | N/A | (1) Location Map<br>Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators |
| N/A | N/A | (2) Photographs as appropriate |
| N/A | N/A | (3) Accident data as appropriate |
| | | (4) Vehicle volumes (provided by TxDOT) |
| N/A | N/A | (a) Existing |
| N/A | N/A | (b) Estimated |
| N/A | N/A | (c) Projected |
| N/A | N/A | (d) Pedestrian |
| N/A | N/A | (5) Traffic Survey - Count Analysis |
| N/A | N/A | (6) Recommendation based on above data |
| N/A | N/A | b. Layout |
| | | (1) Title Sheet (when applicable) |
| | | (a) Describe the location |
| | | (b) Type of installation |
| | | (c) Area map with project limits for each location |
| | | (d) Index of sheets |
| | | (e) Space for official signatures |
| | | (2) Estimate and quantity sheet (when applicable) |
| | | (a) List of all bid items |
| | | (b) Bid item quantities |
| | | (c) Specification item number |
| | | (d) Paid item description and unit of measure |
| | | (3) Basis of estimate sheet (list of materials) |
| | | (4) General notes and specification data sheet |
| | | (5) Condition diagram |
| | | (a) Highway and intersection design features |
| | | (b) Roadside development |
| | | (c) Traffic control including illumination |
| | | (6) Plan sheet(s) |
| | | (a) Existing traffic control that will remain (signs and markings) |
| | | (b) Existing utilities |
| | | (c) Proposed highway improvements |
| | | (d) Proposed installation |
| | | (e) Proposed additional traffic controls |
| | | (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks. |
| | | (g) Proposed illumination attached to signal poles. |
| | | (7) Notes for plan layout |
| | | (8) Elevation sheet(s) (span wire design) |
| | | (9) Phase sequence diagram(s) |
| | | (a) Signal locations |
| | | (b) Signal indications |
| | | (c) Phase diagram |
| | | (d) Signal sequence table |
| | | (e) Flashing operation (normal and emergency) |
| | | (f) Preemption operation (when applicable) |
| | | (g) Interval timing, cycle length and offset |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Traffic Signals *(continued)* |
| N/A | N/A | b. Layout *(continued)* |
| | | (10) Construction detail sheets(s) |
| | | (a) Poles (TxDOT standard sheets) |
| | | (b) Detectors |
| | | (c) Pull Box and conduit layout |
| | | (d) Controller Foundation standard sheet |
| | | (11) Marking details (when applicable) |
| | | (12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions |
| | | (13) Aerial or underground interconnect details (when applicable) |
| | | c. General Requirements |
| | | (1) Contact local utility company |
| N/A | N/A | (a) Confirm power source |
| N/A | N/A | (b) Discuss route of aerial or underground interconnect cable (when applicable) |
| N/A | N/A | (c) Adjustment of overhead utility lines |
| N/A | N/A | (2) Prepare governing specifications and special provisions list |
| N/A | N/A | (3) Prepare project estimate |
| N/A | N/A | d. Summary of Quantities |

## SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Retaining Walls |
| | | a. Structural Details |
| N/A | N/A | (1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)* |
| N/A | N/A | (2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall) |
| N/A | N/A | (3) Specialized Retaining Wall at _____ locations (Unique Design).* |
| | | b. Alternate Patented Retaining Walls at all locations. (Layouts Only)** |
| N/A | N/A | (1) Mechanically Stabilized Earth |
| N/A | N/A | (2) Concrete Block Wall Systems |
| N/A | N/A | c. Retaining Wall Layout (PLAN) |
| | | (1) Designation of reference line |
| | | (2) Beginning and ending retaining wall stations |
| | | (3) Station of each retaining wall joint*** |
| | | (4) Offset from reference line |
| | | (5) Horizontal curve data |
| | | (6) Number of retaining wall panels and lengths*** |
| | | (7) Total length of wall |
| | | (8) Indicate face of wall |
| | | (9) All wall dimensions and alignment relations (alignment data as necessary) |
| | | (10) Soil core hole locations |
| N/A | N/A | d. Retaining Wall Layout (ELEVATION) |
| | | (1) Top of wall elevations at each joint or intervals*** |
| | | (2) Existing and finished ground line elevations |
| | | (3) Height of stem at each joint*** |
| | | (4) Wall panel designations*** |
| | | (5) Top of footing elevations*** |
| | | (6) Limits of measurement for payment**** |
| | | (7) Type, limits and anchorage details of railing (If applicable) |
| | | (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown. |
| N/A | N/A | e. Foundation Studies (Show cost estimate with Function Code 110) |
| N/A | N/A | (1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation. |
| N/A | N/A | f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work). |
| N/A | N/A | g. Estimate |
| N/A | N/A | h. Summary of Quantities |
| N/A | N/A | i. Typical X-section. |
| N/A | N/A | j. General Guidelines for Retaining Walls |
| | | (1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.** |
| | | (2) The ground water level should be observed at the water strike. |
| | | (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual. |
| | | (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92. |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| YES | NO | 2. Traffic Control Plan, Detours and Sequence of Construction<br>Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:<br>a. The sequence of construction and method of handling traffic during each phase.<br>b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.<br>c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.<br>d. Where detours are provided, typical cross sections shall be shown.<br>e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed. |
| | | 3. Illumination |
| N/A | N/A | a. Preliminary Roadway Illumination Layout and Circuit Layout<br>(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:<br>(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps<br>(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps<br>(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes<br>(d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)<br>(e) Tentative ROW limits<br>(f) Direction of traffic flow on all roadways<br>(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| N/A | N/A | b. Final Roadway Illumination and Electrical Circuit Layouts<br>(1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.<br>(2) Center line with station numbering.<br>(3) ROW lines.<br>(4) Symbol legend. Use department standard symbols for lighting and electrical.<br>(5) Culverts and other structures that present a hazard to traffic.<br>(6) Location of underground utilities, if not shown on plan profile.<br>(7) Location of overhead electrical lines, both crossing and parallel to ROW.<br>(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.<br>(9) Existing service poles, electrical circuits, ground boxes, etc.<br>(10) Contact electric utility for service pole locations, voltage characteristics.<br>(11) Location of proposed sign lighting circuits and roadway illumination.<br>(12) Proposed electrical circuits.<br>(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be |

shown. Tabulations to include estimated quantity with a column for final quantities.

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 3. Illumination *(continued)* |
| N/A | N/A | c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections. |
| | | 4. Miscellaneous Drafting/Standards |
| N/A | N/A | a. Erosion Control |
| N/A | N/A | b. Landscape Development |
| N/A | N/A | 5. Compute and Tabulate Quantities |
| YES | NO | 6. Special Utility Details (Irrigation lines) |
| | | 7. Miscellaneous Structures |
| | | a. Type of Structure* |
| | | (1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. |
| YES | NO | (a) New O.S.B. structure(s) |
| YES | NO | (b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated. |
| YES | NO | (2) High Mast Illumination Poles (HMIP) |
| YES | NO | (3) Traffic Signal Supports |
| YES | NO | (4) Conventional Illumination Poles |
| YES | NO | (5) Sound Barrier Walls |
| YES | NO | b. Checklist for Layouts |
| | | (1) Reference appropriate O.S.B. standard |
| | | (2) Drilled shaft size and length |
| | | (3) Soil strength used for design {indicate basis and boring(s) used} |
| | | (4) Design height |
| | | (5) Tower heights |
| | | (6) Leg spacings |
| | | (7) Design wind speed |
| YES | NO | c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis) |
| | | 8. Agreements |
| YES | NO | a. Utility Agreements |
| YES | NO | b. Exhibits for Utility Agreements |
| NO | NO | c. Railroad Agreements (by TxDOT) |
| | | d. Railroad Exhibits |
| NO | NO | (1) Railroad Underpasses |
| NO | NO | (2) Railroad Overpasses |
| NO | NO | (3) Railroad Grade Crossing (Replanking) |
| NO | NO | (4) Railroad Grade Crossing Warning Systems (Signals) |
| YES | NO | (5) Other Miscellaneous Sketches for Railroads |
| NO | NO | e. Traffic Signal Agreements |
| YES | NO | f. Exhibits for Traffic Signal Agreements |

| | | | |
|---|---|---|---|
| YES | NO | 9. | Estimate |
| YES | NO | 10. | Specifications and General Notes |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

## SECTION 11 - BRIDGE DESIGN
(Function Code 170)

| Services Provided By: ENGINEER | COUNTY | | NUMBER REQUIRED |
|---|---|---|---|
| | | 1. Preparation of Structural Details | |
| | | a. New Structure(s) | |
| NO | NO | (1) Underpass(es) | |
| NO | NO | (2) Overpass(es) | |
| NO | NO | (3) Main Lanes | _____ |
| NO | NO | (4) Direct Connector(s) | _____ |
| NO | NO | (5) Ramp Bridge(s) | _____ |
| NO | NO | (6) Waterway Structure(s)** | _____ |
| NO | NO | (7) Pedestrian Structure(s) | _____ |
| NO | NO | (8) Utility Structure(s) | _____ |
| NO | NO | (9) Railroad Underpass(es) | _____ |
| NO | NO | (10) Railroad Overpass(es) | _____ |
| NO | NO | (11) Bridge Classification Culvert(s)** | _____ |
| NO | NO | (11) Alternate Structural Designs | _____ |
| NO | NO | (12) Alternate Foundation Design | _____ |
| | | Total New Structures = | |
| | | b. Existing Structure(s) | _____ |
| NO | NO | (1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s) | |
| NO | NO | (2) Bridge Replacement | _____ |
| NO | NO | (3) Raising Bridge Elevation | _____ |
| NO | NO | (4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s) | _____ |
| | | | _____ |
| NO | NO | (5) Railroad Overpass(es) | _____ |
| NO | NO | (6) Railroad Underpass(es) | _____ |
| | | Total Existing Structures = | _____ |

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| NO | NO | 2. Preparation of Bridge Layouts (each bridge) |

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| N/A | N/A | 2. Preparation of Bridge Layouts (each bridge) *(continued)*<br>c. Additional layout requirements for waterway structures and bridge classification culverts.<br>(1) Design and 100-year peak discharges.<br>(2) Design and 100-year high water (HW) (Recorded HW and date if available)<br>(3) Natural and through-bridge velocities for design and 100-year floods.<br>(4) Calculated backwater for design and 100-year floods.<br>(5) Direction of flow for waterway crossings.<br>(6) Contours for water crossing. |
| N/A | N/A | 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge) |
| N/A | N/A | 4. Foundation Studies (Show cost estimate with Function Code 110)<br>The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet). |
| N/A | N/A | 5. Bridge Total Quantities and Cost Estimates (each bridge) |
| N/A | N/A | 6. Bridge Special Provisions and Specifications (each bridge) |
| N/A | N/A | 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures. |
| N/A | N/A | 8. General Guidelines for Bridge Design<br>a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**<br><br>Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:<br>• TxDOT Design Division, when applicable:<br>- Railroad Companies<br>- FHWA<br>- U.S. Army Corps of Engineers<br>- U.S. Coast Guard<br>- Bureau of Reclamation<br>- Texas Parks and Wildlife<br>- Others<br><br>Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.<br><br>b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.<br><br>c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual. |

Services
Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

## SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| N/A | N/A | **CONSTRUCTION MANAGEMENT SERVICES:** |

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

**Construction Bidding:**

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the 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.

**Construction Contract Administration and Inspection:**

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

**Miscellaneous Technical Activities:**

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

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

10) 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 COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

N/A N/A **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

## *SECTION 13 - FC 600* – ACQUISITION PROVIDER SERVICES
## (for EST. 3 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | **1) PROJECT ADMINISTRATION** |
| YES | NO | a) Negotiation of Scope of Services for Work Authorization<br>i) Acquisition Provider will visit project site with COUNTY personnel if necessary. |
| YES | NO | b) Project Presence at L&G Consultant Office Headquarters<br>i) Full Project Office<br>(1) No Joint Use of COUNTY or TxDOT facilities<br>(2) Open during normal COUNTY and State work hours<br>(3) Personnel available to answer questions<br>(4) Availability of Project Files<br>(5) At least one office staff member is required to be a current commissioned notary public. |
| YES | NO | c) Overhead Costs<br>i) Administrative costs |
| YES | NO | d) Communication<br>i) Provide monthly progress reports with invoice.<br>ii) Participate in project review meetings as determined by the COUNTY.<br>iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters. |
| YES | NO | e) File Management<br>i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.<br>ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.<br>iii) Maintain records of all payments including check number, amount, and date paid, etc.<br>iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.<br>v) Maintain copies of all correspondence and contacts with property owners. |
| | | **2) TITLE SERVICES** |
| YES | NO | a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item. |
| YES | NO | b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item. |
| YES | NO | c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception. |

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | **3) APPRAISAL** |
| YES | NO | a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request. |
| YES | NO | b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports. |
| YES | NO | c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms. |
| YES | NO | d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file. |
| YES | NO | e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| YES | NO | f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. |
| YES | NO | g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT. |
| YES | NO | h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT. |
| YES | NO | i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required. |
| YES | NO | j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **4) APPRAISAL REVIEW** |
| YES | NO | a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request. |
| YES | NO | b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |
| YES | NO | c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal. |

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| YES | NO | d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **5) APPRAISAL UPDATES** |
| YES | NO | a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| YES | NO | b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT. |
| YES | NO | c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY. |
| YES | NO | d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| YES | NO | e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required. |
| | | **6) NEGOTIATION, TASKS AND FEES** |
| YES | NO | a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel. |
| YES | NO | b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies. |
| YES | NO | c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms. |
| YES | NO | d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. |
| YES | NO | e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it). |
| YES | NO | f) Respond to property owner inquiries verbally and in writing within two business days. |
| YES | NO | g) Prepare a separate negotiator contact report for each parcel per contact. |

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| YES | NO | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests. |
| YES | NO | i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures. |
| YES | NO | j) Prepare final offer letter, documents of conveyance as necessary. |
| YES | NO | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested. |
| YES | NO | l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator. |
| YES | NO | m) Provide a monthly progress report per parcel by the 25th of the month with invoice. |
| YES | NO | n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| | | **7) CLOSING SERVICE FEES** |
| YES | NO | a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY. |
| YES | NO | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company. |
| YES | NO | c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission. |
| | | **8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).** |
| N/A | N/A | a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants) |
| N/A | N/A | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| N/A | N/A | c) TxDOT will review, approve and pay for all relocation costs as per the Agreement. |
| | | **9) CONDEMNATION SUPPORT** |
| YES | NO | a) Pre-Hearing Support<br>i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.<br>ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable<br>iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined. |

Services Provided By:
ENGINEER COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

YES NO

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

Services Provided By:
ENGINEER COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

**10) COMPENSABLE UTILITIES**

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

YES NO a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

YES NO b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

YES NO c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

YES NO d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

YES NO e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

YES NO f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|

**11) PAYMENT SCHEDULE**

| YES | NO | |
|---|---|---|

a) Project Administration
  i) Payment and Milestones
    (a) Full Project Office
      (1) Lump Sum Basis (assume 1 year project presence)
      (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
      (3) Remainder paid out in equal monthly installments of 15% starting the following month.
      (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
  ii) Payment
    (a) Per Parcel basis.
  iii) Milestones
    (a) 100% upon securing initial title commitment.

c) Appraisal Services
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon submission of ROW-A-10

e) Appraisal Update
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 80% upon presentation of initial offer.
    (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
  i) Payment
    (a) Per Relocation
  ii) Milestones
    (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
  i) Payment
    (a) By percent complete

## SECTION 14 - ADDITIONAL RESONSIBILITIES

**Easements, Letters of Permission, Etc.**

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

**Coordination of Utilities**

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

**Meetings**

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

**Specifications, Special Provisions, Special Specifications**

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

**Project Manager/Engineer Communication**

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

**Design Responsibilities**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

# EXHIBIT "B"
# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

**Document and Information Exchange**

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

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

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

**Proposal Time**

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

**Office Location**

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

| Service | Office Location |
|---|---|
| PS&E | Mission Office |
| Right-of-Way Acquisition | Mission Office |

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

## APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
   a. General Drainage Area Maps
   b. Stage-Discharge Curves
   c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
   d. Drainage Area Maps/Culverts/Storm Sewer
   e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
   a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
   b. Channel Plan/Profiles/Typical Sections
   c. Box Culvert Plan/Profile
   d. Pipe Sewer/Culvert Cross Sections

**APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)**

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

**NOTE:** Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

## APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

## APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

## APPENDIX C - GENERAL PLAN CHECKLIST

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | Title Sheet |
| ___ | ___ | Project Layout |
| ___ | ___ | Sequence of Work |
| ___ | ___ | Detour Layouts & Profiles |
| ___ | ___ | Construction Pavement Markings |
| ___ | ___ | Signing & Barricades |
| ___ | ___ | Construction Sign & Beacons |
| ___ | ___ | Typical Sections |
| ___ | ___ | Shaping & Finishing Sections |
| ___ | ___ | Slopes Adjacent to Shoulders |
| ___ | ___ | Estimate & Quantities |
| ___ | ___ | General Notes & Specification Data |
| ___ | ___ | Grading Summary |
| ___ | ___ | Miscellaneous Summaries (See following "SUMMARIES" heading) |
| ___ | ___ | Horizontal Curve Data & Alignment Layouts |
| ___ | ___ | Drainage Summaries |
| ___ | ___ | Structure Summaries |
| ___ | ___ | Erosion Control Summary & Details |
| ___ | ___ | Plan/Profile Sheets |
| ___ | ___ | Erosion Control Summary & Details |
| ___ | ___ | Pavement Contours |
| ___ | ___ | Superelevation Transition (If Required) |
| ___ | ___ | Grading Contours |
| ___ | ___ | Guard Fence Layouts |
| ___ | ___ | Storm Water Pollution Prevention Plans (SW3P) |
| ___ | ___ | Drainage Area Maps |
| ___ | ___ | Hydraulic Data |
| ___ | ___ | Drainage Sheets |
| ___ | ___ | Bridge Hydrology Sheets |
| ___ | ___ | Inlet & Manhole Details |
| ___ | ___ | Utility Support Details |
| ___ | ___ | Culvert Cross Sections & Details |
| ___ | ___ | Special Culvert Designs |
| ___ | ___ | Special Drainage Details |
| ___ | ___ | Chain Link Fence Locations |
| ___ | ___ | Ramp Details Sheet |
| ___ | ___ | Removal Item Sheet - Including detours |
| | | (Shown in detour summary, No payment for removal; subsidiary to construction detours) |
| ___ | ___ | Pavement Details |
| ___ | ___ | Pavement Standard Modification for Concrete Shoulder |
| ___ | ___ | Concrete Pavement Continuously Reinforced (CPCR) |
| ___ | ___ | Concrete Pavement Contraction Design (CPCD) |
| ___ | ___ | Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR) |
| ___ | ___ | Bridge Approach Slab Details |
| ___ | ___ | Vehicle Attenuator Details |
| ___ | ___ | Miscellaneous Details |
| ___ | ___ | Wheelchair Ramps |
| ___ | ___ | Pavement Marking Details |
| ___ | ___ | Modified Standards |
| ___ | ___ | List of Standards |
| ___ | ___ | Permanent Signing Plans & Quantities |

## APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | Permanent Lighting Plans, Quantities & Standards |
| ___ | ___ | Bridge Layout(s) |
| ___ | ___ | Bridge Details |
| ___ | ___ | Retaining Wall Layout(s) |
| ___ | ___ | Retaining Wall Details |
| ___ | ___ | Pumphouse Details |
| ___ | ___ | Underdrain Details (Retaining Walls) |
| ___ | ___ | Culvert Standards |
| ___ | ___ | Soil Profile |
| ___ | ___ | Temporary Traffic Signals |
| ___ | ___ | Design Cross Sections |
| ___ | ___ | Estimate |
| ___ | ___ | List of Standard Specification, Special Provisions & Special Specifications |
| ___ | ___ | Detour Special Provisions (If Required) |
| ___ | ___ | Construction Time Estimate |
| ___ | ___ | Critical Path Method (CPM) |
| ___ | ___ | Unit Price Documentation |
| **Miscellaneous** | | |
| ___ | ___ | Conduit Requirements |
| ___ | ___ | Traffic signal Requirements |
| **Summaries** | | **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)** |
| ___ | ___ | Salvaging and Placing Topsoil |
| ___ | ___ | Prepare ROW |
| ___ | ___ | Remove Old Structures |
| ___ | ___ | Scarify Existing Pavement |
| ___ | ___ | Remove Old Concrete Curb of Curb and Gutter (C&G) |
| ___ | ___ | Remove Old Concrete Pavement |
| ___ | ___ | Remove Old Concrete Riprap |
| ___ | ___ | Remove Metal Beam Guard Fence |
| ___ | ___ | Galvanized steel Beam Guard Fence (12Ga) (GSBGF) |
| ___ | ___ | Temporary Guard Fence (TEMPGF) |
| ___ | ___ | Summary of Concrete Flumes |
| ___ | ___ | Curbs |
| ___ | ___ | Adjust Manholes & Inlets |
| ___ | ___ | Underdrains |
| ___ | ___ | Base and Pavement |
| ___ | ___ | Large Structure |
| ___ | ___ | Concrete Riprap (RR8 & RR9) |
| ___ | ___ | Temporary Portable Concrete Barrier (PCBR) |
| ___ | ___ | Concrete Traffic Barrier |
| ___ | ___ | Vehicle Attenuator |
| ___ | ___ | Guard Rail Energy Absorbing Terminal (Great System) |
| ___ | ___ | Pavement Markings & Blast Cleaning (Thermoplastic) |
| ___ | ___ | Retaining Walls |
| ___ | ___ | Large Structure Summaries |
| ___ | ___ | Small Structure Summaries |

## APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

| Services Provided By: ENGINEER | COUNTY | Summaries | (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE) |
|---|---|---|---|
| ___ | ___ | | Earthwork (Roadway & Channel) & Channel Details |
| ___ | ___ | | Culverts |
| ___ | ___ | | Detours |
| ___ | ___ | | Seeding or Mulch Sod - Quantity Only |
| ___ | ___ | | Inlet & Manholes |
| ___ | ___ | | Sidewalks |
| ___ | ___ | | Construction Pavement Markings |
| ___ | ___ | | Driveways |
| ___ | ___ | | Concrete Median |
| ___ | ___ | | Storm Sewers |
| ___ | ___ | | Head Walls & Safety End Treatments |
| ___ | ___ | | Curb Openings |
| ___ | ___ | | Manholes |
| ___ | ___ | | Chain Link Fence, Remove & Replace Chain Link Fence |
| ___ | ___ | | Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer |

# EXHIBIT "C"

## WORK SCHEDULE

## La Joya Watershed Improvement Project

## Work Authorization #6A

| TASK AND DESCRIPTION | FIRM | 2015 | | | | | | | | | | 2016 | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | MAR | APR | MAY | JUN | JULY | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JULY | AUG |
| FC 102 - Feasibility Studies | L&G | | | | | | | | | | | | | | | | | | |
| FC 110 - Route and Design Studies | L&G | | | | | | | | | | | | | | | | | | |
| FC 130 - Right-of-Way Data | ROW SS | | | | | | | | | | | | | | | | | | |
| FC 150 - Field Surveying | L&G | | | | | | | | | | | | | | | | | | |
| FC 161 - Drainage | L&G | | | | | | | | | | | | | | | | | | |
| FC 163 - Roadway Design | L&G | | | | | | | | | | | | | | | | | | |
| FC 600 - Right-of-Way Acquisition & Comp. Utilities | L&G | | | | | | | | | | | | | | | | | | |

5:28 PM6/9/2015

# EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

LA JOYA WATERSHED IMPROVEMENT PROJECT
Work Authorization #6A

| | | MANHOURS | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Senior Project Manager | Senior Engineer | Senior Environmental Scientist /Specialist | Project Engineer | Design Engineer | ROW Administrator | EIT | Environmental Scientist /Specialist | Senior Engineer Tech | Engineer Tech | CADD Operator / GISAnalyst | Admin / Clerical | Biologist | TOTAL HOURS | Sub-Contract Amounts / ROW COST | TOTAL LINE ITEM COST |
| | **CONTRACT RATE** | 212.59 | 175.07 | 134.43 | 121.92 | 112.55 | 106.29 | 81.28 | 78.16 | 78.16 | 75.03 | 65.65 | 56.27 | 50.02 | | | |
| ***WORK AUTHORIZATION NO. 6*** | | | | | | | | | | | | | | | | | |
| ***FC 102 - Feasibility Studies*** | | | | | | | | | | | | | | | | | |
| 1 | Preliminary Design Values | 2 | 4 | | | | | | | | 6 | | | | 12 | | $ 1,575.64 |
| 2 | Preliminary Route Location on Uncontrolled Mapping | 2 | 4 | | | | | | | | 6 | | | | 12 | | $ 1,575.64 |
| 3 | Uncontrolled Mapping | 2 | 4 | | | | | | | | 6 | | | | 12 | | $ 1,575.64 |
| 4 | Preliminary Hydrologic Map | 2 | 4 | | | | | | | | 6 | | | | 12 | | $ 1,575.64 |
| 5 | Preliminary ROW Requirements | 2 | 4 | | | | | | | | 6 | | | | 12 | | $ 1,575.64 |
| 6 | Preliminary Cost Estimates | 2 | 4 | | | | | | | | 6 | | | | 12 | | $ 1,575.64 |
| 7 | Preliminary Environmental Analysis | 2 | 4 | | | | | | | | 6 | | | | 12 | | $ 1,575.64 |
| 8 | Project Fact Sheet with Est. Local Cost vs. Total Project Cost | 2 | 4 | | | | | | | | 6 | | | | 12 | | $ 1,575.64 |
| 9 | Meetings, Coordination & Support for Project Development | 2 | 4 | | | | | | | | 6 | | | | 12 | | $ 1,575.64 |
| ***FC 110 - Route and Design Studies*** | | | | | | | | | | | | | | | | | |
| 1 | Preliminary Cost Estimates | 10 | 20 | | | | | | | | 0 | | | | 30 | | $ 5,627.30 |
| 2 | Design Schematic | 10 | 20 | | | | | | | | 33 | | | | 63 | | $ 8,103.29 |
| 3 | Preliminary ROW Requirements | 10 | 20 | | | | | | | | 25 | | | | 55 | | $ 7,503.05 |
| ***FC 130 - Right-of-Way Data & FC 150 - Field Surveying*** | | | | | | | | | | | | | | | | | |
| 1 | Coordination and Management of Right-of-Way Data (FC 130) and Field Surveying (FC 150) | | 25 | | | | | | | 25 | | | | | | | $ 6,330.75 |
| 2 | SUB: R.O.W. Surveying Services **(See Exhibit "D-3")** | | | | | | | | | | | | | | | $ 58,851.00 | |
| ***FC 161 - Drainage*** | | | | | | | | | | | | | | | | | |
| 1 | Hydrologic Map | 8 | | | 16 | | | | | 40 | | | 8 | | 72 | | $ 7,228.00 |
| 2 | Hydraulic Drainage Study - Culverts | 8 | | | 16 | | | | | 16 | | | 8 | | 48 | | $ 5,352.16 |
| 3 | Hydraulic Drainage Study - Channels | 8 | | | 16 | | | | | 16 | | | 8 | | 48 | | $ 5,352.16 |
| 4 | Hydraulic Drianage Study - Irrigation Canals / Siphons | 8 | | | 16 | | | | | 32 | | | 8 | | 64 | | $ 6,602.72 |
| 5 | Layout, Structural Design and Detailing of Drainage Features - Culverts | 8 | | | 16 | | | | | 32 | | | 8 | | 64 | | $ 6,602.72 |
| 6 | Layout, Structural Design and Detailing of Drainage Features - Storm Sewers | 8 | | | 16 | | | | | 32 | | | 8 | | 64 | | $ 6,602.72 |
| 7 | Layout, Structural Design and Detailing of Drainage Features - Outfall channel(s) outside the ROW | 8 | | | 16 | | | | | 32 | | | 8 | | 64 | | $ 6,602.72 |
| 8 | Layout, Structural Design and Detailing of Drainage Features - Summary of Qtys | 8 | | | 16 | | | | | 32 | | | 8 | | 64 | | $ 6,602.72 |
| 9 | Layout, Structural Design and Detailing of Drainage Features - Storm Water Management Facilities | 8 | | | 16 | | | | | 32 | | | 8 | | 64 | | $ 6,602.72 |
| 10 | Storm Water Pollution Prevention Plan (SW3P) | 8 | | | 16 | | | | 40 | | | | 8 | | 72 | | $ 7,228.00 |
| ***FC 163 - Miscellaneous Roadway*** | | | | | | | | | | | | | | | | | |
| 1 | Special Utility Details (Irrigation Lines) | 8 | 8 | | | | | | | | 16 | | | | 32 | | $ 4,301.76 |
| 2 | Miscellaneous Structures | 8 | 8 | | | | | | | | 16 | | | | 32 | | $ 4,301.76 |
| 3 | Foundation Studies | 8 | 8 | | | | | | | | 16 | | | | 32 | | $ 4,301.76 |
| 4 | Utility Agreements and Exhibits | 8 | 8 | | | | | | | | 16 | | | | 32 | | $ 4,301.76 |
| 5 | Railroad Sketches | 8 | 8 | | | | | | | | 16 | | | | 32 | | $ 4,301.76 |
| 6 | Traffic Signal Agreement Sketches | 8 | 8 | | | | | | | | 16 | | | | 32 | | $ 4,301.76 |
| 7 | Estimate | 8 | 8 | | | | | | | | 16 | | | | 32 | | $ 4,301.76 |
| 8 | Specifications and General Notes | 8 | 8 | | | | | | | | 16 | | | | 32 | | $ 4,301.76 |

# EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

LA JOYA WATERSHED IMPROVEMENT PROJECT
Work Authorization #6A

| | | MANHOURS | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Senior Project Manager | Senior Engineer | Senior Environmental Scientist /Specialist | Project Engineer | Design Engineer | ROW Administrator | EIT | Environmental Scientist /Specialist | Senior Engineer Tech | Engineer Tech | CADD Operator / GISAnalyst | Admin / Clerical | Biologist | TOTAL HOURS | Sub-Contract Amounts / ROW COST | TOTAL LINE ITEM COST |
| | **CONTRACT RATE** | 212.59 | 175.07 | 134.43 | 121.92 | 112.55 | 106.29 | 81.28 | 78.16 | 78.16 | 75.03 | 65.65 | 56.27 | 50.02 | | | |
| | ***FC 600 - Right-of-Way Acquisition Services*** | | | | | | | | | | | | | | | | |
| | ***Compensable Utilities*** | | | | | | | | | | | | | | | | |
| 1 | Preliminary Design Consultations | | | | | | 50 | | | | | | 10 | | 60 | | $ 5,877.20 |
| 2 | Field Observations and Verifications | | | | | | 50 | | | | | | 10 | | 60 | | $ 5,877.20 |
| 3 | Exchange of Information with Utility Providers | | | | | | 126 | | | | | | 22 | | 148 | | $ 14,630.48 |
| 4 | Confirmation of Property Interests | | | | | | 126 | | | | | | 22 | | 148 | | $ 14,630.48 |
| 5 | Develop and execute release of Easements | | | | | | 126 | | | | | | 22 | | 148 | | $ 14,630.48 |
| 6 | Coordination and Development of Joint Use Agreements | | | | | | 50 | | | | | | 22 | | 72 | | $ 6,552.44 |
| 7 | Utility meetings throughout project development | | | | | | 50 | | | | | | | | 50 | | $ 5,314.50 |
| | ***Right-of-Way Acquisition*** | | | | | | | | | | | | | | | | |
| 1 | Right-of-Way Acquistion Services for an estimated 4 Parcels (see Exhibit D-2) | | | | | | | | | | | | | | | $ 55,200.00 | |
| | ***Sub-Total Hours*** | **192** | **185** | **0** | **160** | **0** | **578** | **0** | **40** | **289** | **240** | **0** | **188** | **0** | **1822** | | |

| | |
|---|---|
| Subtotal Sub-Contract Fee: | $ 114,051.00 |
| Subtotal Manhour Fee: | $ 208,448.65 |
| **Total Project Fee:** | **$ 322,499.65** |

# EXHIBIT "D-2"
## ROW ACQUISITION FEE SCHEDULE

## La Joya Watershed Improvement Project

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Exhibit D-1 "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Drainage District No. 1- on a percent complete basis as approved by the Hidalgo County Drainage District No. 1.** L&G Engineering will be completing the work on the approximate schedule provided in Exhibit C of this Work Order or as approved by the Hidalgo County Drainage District No. 1. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

**RIGHT-OF-WAY ACQUISITION SERVICES**

| Estimated Number of Parcels | Project Admin | Title Services Per Parcel | Appraisal Services Per Parcel | Appraisal Review Per Parcel | * Appraisal Update | Negotiation Fees Per Parcel | Closing Services Per Parcel | **Relocation (Residential/ Business) | Grand Total of Task |
|---|---|---|---|---|---|---|---|---|---|
| 4 | $5,950.00 | $600.00 | $2,750.00 | $800.00 | | $3,500.00 | $200.00 | | |
| **Sub Total of Tasks** | $23,800.00 | $2,400.00 | $11,000.00 | $3,200.00 | * | $14,000.00 | $800.00 | $0.00 | **$55,200.00** |

(*) Appraisal update costs included in Project Administrative Costs.

•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

**Exhibit "D-3"**
**BUDGET**
**LUMP SUM RATE BASIS OF PAYMENT**

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Project:** HCDD#1 La Joya Watershed Outfall South | | | | | **R.O.W. Surveying Services, LLC** | | | | | |
| 2 | **County:** Hidalgo County, Texas | | | | | | | | | | |
| 3 | **From:** TxDOT Outfall to IBWC Levee | | | | | | | | | | |
| 4 | **Description of Work:** ROW Map and Design Survey | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | TASK AND DESCRIPTION | **Survey** | | **Survey** | **4-man** | **3-man** | **2-man** | **3-man** | **Admin/** | **Total** | **Cost** |
| 7 | | **PM** | **RPLS** | **Technician** | **Survey Crew** | **Survey Crew** | **Survey Crew** | **Hydro Excav.** | **Clerical** | **Hours** | |
| 8 | HOURLY RATE | **$124.00** | **$125.00** | **$82.00** | **$175.00** | **$155.00** | **$130.00** | **$350.00** | **$50.00** | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | **FC 130 (ROW MAP) Lump Sum per Parcel** | | | | | | | | | | |
| 12 | A. ROW Map, Parcel Description, Metes and Bounds Description, and Title Reports (**Approx. 4 parcels** @$2800/parcel) | | | | | | | | | | $ 11,200.00 |
| 13 | **PHASE 1 - FC 150 Field Surveying (Control Hz & Vt)** | | | | | | | | | | |
| 14 | A. Primary Project Control | | | | | | | | | | |
| 15 | a. Establish Primary Control | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - |
| 16 | B. Secondary Project Control | | | | | | | | | | |
| 17 | a. Set additional secondary control points as needed | 0 | 1 | 6 | 0 | 8 | 0 | 0 | 0 | 15 | $ 1,857.00 |
| 18 | b. Horizontal values established with RTK or VRS | 0 | 2 | 8 | 0 | 8 | 0 | 0 | 0 | 18 | $ 2,146.00 |
| 19 | c. Vertical values established with digital level | 0 | 2 | 8 | 0 | 20 | 0 | 0 | 0 | 30 | $ 4,006.00 |
| 20 | C. Setting Benchmarks | | | | | | | | | | |
| 21 | a. Setting Benchmarks @ 1000'(ft) intervals | 0 | 1 | 0 | 0 | 30 | 0 | 0 | 0 | 31 | $ 4,775.00 |
| 22 | Subtotal Hours | 0 | 6 | 22 | 0 | 66 | 0 | 0 | 0 | 94 | |
| 23 | Subtotal Cost - Phase 1 | $0.00 | $750.00 | $1,804.00 | $0.00 | $10,230.00 | $0.00 | $0.00 | $0.00 | | $12,784.00 |
| 24 | **PHASE 2 - DTM Topography, Cross sections, and Pot Holing** | | | | | | | | | | |
| 25 | A. Topographic & Crossections Every 100' | 1 | 0 | 8 | 0 | 50 | 0 | 0 | 0 | 59 | $ 8,530.00 |
| 26 | B. Locate Visible Utilities | 1 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 17 | $ 2,020.00 |
| 27 | C. Utilities | 1 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 17 | $ 2,020.00 |
| 28 | D. Proposed Centerline | 1 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 17 | $ 2,020.00 |
| 29 | E. Profile and Cross section Intersecting Streets | 1 | 0 | 4 | 0 | 15 | 0 | 0 | 0 | 20 | $ 2,777.00 |
| 30 | F. Irrigation Crossings | 1 | 0 | 1 | 0 | 8 | 0 | 0 | 0 | 10 | $ 1,446.00 |
| 31 | G. Existing Storm Drain | 1 | 0 | 1 | 0 | 8 | 0 | 0 | 0 | 10 | $ 1,446.00 |
| 32 | C. Cross Culverts, Driveway Culverts, Inverts | 0 | 0 | 1 | 0 | 4 | 0 | 0 | 0 | 5 | $ 702.00 |
| 33 | I. Outfalls | 1 | 0 | 2 | 0 | 8 | 0 | 0 | 0 | 11 | $ 1,528.00 |
| 34 | J. Driveways and Turnouts | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - |
| 35 | H. Pot Holing 6 (2 per Gas Line) | 1 | 2 | 2 | 0 | 6 | 0 | 18 | 0 | 29 | $ 7,768.00 |
| 36 | Subtotal Hours | 9 | 2 | 43 | 0 | 123 | 0 | 18 | 0 | 195 | |
| 37 | Subtotal Cost - Phase 2 | $1,116.00 | $250.00 | $3,526.00 | $0.00 | $19,065.00 | $0.00 | $6,300.00 | $0.00 | | $ 30,257.00 |
| 38 | **PHASE 3 - FINAL REPORT & DELIVERABLES** | | | | | | | | | | |
| 39 | A. CADD file (2D & 3D) for limits of project | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 24 | $ 1,968.00 |
| 40 | B. Final Report and Deliverables | 4 | 6 | 0 | 0 | 0 | 0 | 0 | 3 | 13 | $ 1,396.00 |
| 41 | Subtotal Hours | 4 | 6 | 24 | 0 | 0 | 0 | 0 | 3 | 37 | |
| 42 | Subtotal Cost - Phase 3 | $496.00 | $750.00 | $1,968.00 | $0.00 | $0.00 | $0.00 | $0.00 | $150.00 | | $ 3,364.00 |
| 43 | **PROJECT MANAGEMENT & OVERSIGHT** | | | | | | | | | | |
| 44 | A. Meeting & Coordination w/ Engineers | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $ 248.00 |
| 45 | B. QC/QA Survey | 2 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | $ 998.00 |
| 46 | Subtotal Hours | 4 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 47 | Subtotal Cost - PM & Oversight | $496.00 | $750.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $ 1,246.00 |
| 48 | | | | | | | | | | | |
| 49 | | | | | | | | | | | |
| 50 | **Total Fee FC 150** | $2,108.00 | $2,500.00 | $7,298.00 | $0.00 | $29,295.00 | $0.00 | $6,300.00 | $150.00 | 336 | **$47,651.00** |
| 51 | | | | | | | | | | | |
| 52 | **Grand Total FC 130 and FC 150** | | | | | | | | | | **$58,851.00** |