AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
September 29, 2015
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Drainage District #1 Board of Directors will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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 -51552** A. Public Hearing on the 2016 Proposed Budget.
B. Adoption of the 2015 Tax Rate.
C. Discussion, consideration and action or changes, "if any" and the Adoption of the 2016 Annual Budget.
D. Approval to set salaries for District employees and Travel Allowance for Board Members.

7. **AI -51554** Resolution for the nomination of candidate(s) for the 2016-2017 Appraisal District Board of Directors.
(Nomination deadline is October 15, 2015)

8. **AI -51517** Requesting approval of the following through the District's membership with DIR Contract No. DIR-SDD-1777 Vendor AT&T.

Equipment	Service	Cost
Sim Card for Existing Trimble Unit / Survey Equipment	Unlimited Data Connect Plan	$37.99 Monthly

9. **AI -51519** **2013 BOND SERIES**
A.) Requesting approval to Work Authorization No. 18 in the amount of $46,000.00 to Pct. 1 Bond Referendum Professional Agreement as it relates to General/Management Coordination for Lucero Del Norte Rural Drainage Improvements. TEDSI Infrastructure Group, Inc.
B.) Requesting approval to Work Authorization No. 19 in the amount of $75,528.32 to Pct.

1 Bond Referendum Professional Agreement as it relates to Basic Engineering Servives for Donna North Lateral Control Structure & FM 495 Drain Control Structure. TEDSI Infrastructure Group, Inc.

10. AI -51521 2013 BOND SERIES

Requesting approval of Work Authorization No. 8 in the amount of $18,238.29 with L&G Engineering to Professional Agreement Pct. 3 La Joya Watershed Improvement project as it relates to Geotechnical Engineering Services.

11. AI -51500 2013 Bonds

Request approval to issue payment on the following items:
A. Application for Payment No. 2 in the amount of $96,112.35 from Jimenez Engineering Solutions, LLC dba International Consulting Engineers in relation to Construction Contract No. 15-006-06-02A-Tijerina Rural Development Drainage Improvements Project. Project Engineer: Quintanilla Headley & Associates, Inc. PO#627160.

B. Application for Payment No. 2 in the amount of $63,949.50 from PEGA JPS Utilities, LLC in relation to Construction Contract No. 15-007-05-19B-Delta West Rural Development Drainage Improvement Project. Project Engineer: Noe Saldivar, P.E., Hidalgo County Drainage District No. 1. PO#627082.

12. AI -51550 2013 Bond Series

A. Approval of Counter Offer acceptance and closing documents for parcels 18A and 49A in relation to J-09 drainage improvement project.
B. Request for issuance of manual check of offer to complete the transaction.

13. AI -51574 2013 Bond Series:

Discussion and Approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District #1 and Hidalgo County. Interlocal will allow the District to reimburse the County for the Construction cost of Drainage Improvements within Heidelberg and Spanish Palms Subdivisions out of the Rural Drainage Development funds from Precinct #1, total cost is $390,416.70.

14. AI -51520 A.) Requesting approval of final negotiated Professional Services Agreement with L&G Engineering as it relates to Material Testing Services (on call on an as needed basis) for projects within Hidalgo County Pct. 2, 3, 4 and HCDD1 Master Drainage System. Approved for negotiations by HCDD1 Board of Directors on August 18, 2015.

B.) Pursuant to the Boards approval of Professional Services Agreement with L&G Engineering requesting approval of Work Authorization No. 1 in the amount of $32,329.83 as it relates to On Call Construction Material Testing Services for Tower Rd. and Mile 17 1/2 Drainage Improvements Project.

15. AI -51522 Requesting approval to purchase (1) 6" Godwin Diesel pump on Road Going Trailer to include hoses, adapters and PM Service Kits from Xylem through the District's membership with HGAC Contract No. CM02-15 in the amount of $42,657.66.

16. **AI -51529** Concurrence and approval of Hidalgo County Regional Mobility Authority / TxDOT Roadway Improvement project:
CSJ: 0220-01-023 US 281 (Military Road) And BSIF Connector.

17. **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**

18. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

21. **Adjourn**

AI -51552 **6.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Public Hearing on the 2016 Proposed Budget.
B. Adoption of the 2015 Tax Rate.
C. Discussion, consideration and action or changes, "if any" and the Adoption of the 2016 Annual Budget.
D. Approval to set salaries for District employees and Travel Allowance for Board Members.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/25/2015 11:50 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM

Form Started By: Claudette Guerrero Started On: 09/25/2015 09:33 AM

Final Approval Date: 09/25/2015

AI -51554 **7.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Resolution for the nomination of candidate(s) for the 2016-2017 Appraisal District Board of Directors.
(Nomination deadline is October 15, 2015)

BACKGROUND

Current Board of Directors:

Richard A. Garza, Chairman
David Hernandez, Vice Chairman
Amador Requenez, Secretary
Eddie R. Cano, Member
Albert D. Cardenas, Member
Paul Villarreal, Jr., Member

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/25/2015 11:50 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM

Form Started By: Claudette Guerrero Started On: 09/25/2015 10:09 AM

Final Approval Date: 09/25/2015

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF
DRAINAGE DISTRICT #1
EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS
FOR 2016-2017 OF THE HIDALDO COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS:

WHEREAS, the **Drainage District #1** is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1, 2016 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate one person for said Board; and

WHEREAS, **Drainage District #1** must submit the names of the nominees by written resolution to the Chief Appraiser by **October 15, 2015**.

NOW, THEREFORE, BE IT RESOLVED BY **DRAINAGE DISTRICT #1**, that the name(s) of:

(Name of Nominee)

is/are hereby nominated by the County of Hidalgo to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, Drainage District #1 directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this _____ day of _____, 2015.

_____

ATTEST:

_____

AI -51517 **8.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of the following through the District's membership with DIR Contract No. DIR-SDD-1777 Vendor AT&T.

Equipment	Service	Cost
Sim Card for Existing Trimble Unit / Survey Equipment	Unlimited Data Connect Plan	$37.99 Monthly

BACKGROUND

Fiscal Impact

Attachments

AT&T DIR

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/24/2015 08:36 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM
Form Started By: Jaime Salazar		Started On: 09/23/2015 04:38 PM
Final Approval Date: 09/25/2015		

at&t

9.2.15

Hidalgo County
Drainage Department

Provided by Kristina Rodriguez		**Hector Orellana**
Phone:	**210-275-6200**	**956-605.4849**
Fax:	**210.893.0646**	**956.630.8403**
	Kristina Rodriguez	**Hector Orellana**
E-mail:	cr4815@att.com	ho9555@att.com
	1010 N. St.Mary's 854	**721 Beech Ave.**
	San Antonio, Texas	**McAllen,TX 78539**

CELLULAR VOICE and DATA ACCESS SERVICES CONTRACT
State of Texas DIR Contract: DIR-SDD-1777

Ban Number: 287265952761
Fan: 02736840

Customer Contact
Mike Kanto
956.292.7080

Service	Quantity	Retail	DIR Cost	Monthly Cost
Unlimited Data Connect				
Unlimited Data Connect Plan	1	$69.99	$37.99	**$37.99**
Product	**Quantity**	**Retail**	**DIR Cost**	**Monthly Cost**
Existing Hardware				
Existing Trimble Unit	1	Existing	Existing	Existing
User				
			Total Amount Due:	**Monthly MRC $37.99**

Government Pooled Plan											
Included Minutes	**100**	**200**	**300**	**400**	**500**	**600**	**700**	**800**	**900**	**1000**	**6000**
List Price	$30.00	$34.00	$39.00	$44.00	$49.00	$53.00	$57.00	$61.00	$65.00	$70.00	$205.00
Modifier	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Discount	26%	26%	26%	26%	26%	26%	26%	26%	26%	26%	26%
Net Price	**$22.20**	**$25.16**	**$28.86**	**$32.56**	**$36.26**	**$39.22**	**$42.18**	**$45.14**	**$48.10**	**$51.80**	**$151.70**
Overage Rate	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
N & W/E	5,000	5,000	5,000	5,000	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

GOVP Add a Line available for $15.99 at a 1:1 ratio with GOVP voice plan $30.00 and higher, or GOVP bundle $104.00 or higher

Government Bundles (Voice/Data/Text)				
Included Minutes	**300**	**400**	**600**	**1,000**
List Price	$104.00	$109.00	$118.00	$135.00
Modifier	$36.43	$38.73	$32.86	$33.65
Discount	26%	26%	26%	26%
Net Price	**$50.00**	**$52.00**	**$63.00**	**$75.00**
Overage Rate	$0.25	$0.25	$0.25	$0.25
Wi-Fi Hotspots	Included	Included	Included	Included
Tethering	Not included	Not included	Not included	Not included
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited
N & W/E	5,000	5,000	Unlimited	Unlimited

Government Bundles				
Included Minutes	**300**	**400**	**600**	**1,000**
List Price	$119.00	$124.00	$133.00	$150.00
Modifier	$39.27	$41.57	$35.70	$36.49
Discount	26%	26%	26%	26%
Net Price	**$59.00**	**$61.00**	**$72.00**	**$84.00**
Overage Rate	$0.25	$0.25	$0.25	$0.25
Wi-Fi Hotspots	Included	Included	Included	Included
Tethering	Included	Included	Included	Included
Data	4GB	4GB	4GB	4GB
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited
N & W/E	5,000	5,000	Unlimited	Unlimited

Nation plans - Individual plans			
Included Minutes	**450**	**900**	**Unlimited**
List Price	$39.99	$59.99	$69.99
Modifier	$0.00	$0.00	$0.00
Discount	26%	26%	0%
Net Price	**$29.59**	**$44.39**	**$69.99**
Overage Rate	$0.45	$0.40	$0.00
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited
N & W/E	5,000	Unlimited	Unlimited

Business Pooled Nation Plans						
Included Minutes	**450**	**900**	**1350**	**2000**	**4000**	**NBI Add a Line ***
List Price	$44.99	$64.99	$84.99	$104.99	$154.99	$19.99
Modifier	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Discount	26%	26%	26%	26%	26%	26%
Net Price	**$33.29**	**$48.09**	**$62.89**	**$77.69**	**$114.69**	**$14.79**
Overage Rate	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
N & W/E	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
A-List	Included	Included	Included	Included	Included	NA

Smartphone Data Plans						
Plan Description	**Blackberry / iPhone Unl Plan**	**PDA Unl Plan**	**DataPro Enterprise 2 GB Plan**	**DataPro Enterprise 3 GB Plan**	**DataPro Enterprise 4 GB Plan**	**DataPro Enterprise 5 GB Plan**
List Price	$45.00	$40.00	$40.00	$45.00	$60.00	$65.00
Modifier	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Discount	26%	26%	26%	26%	26%	26%
Net Price	**$33.30**	**$29.60**	**$29.60**	**$33.30**	**$44.40**	**$48.10**
Overage Rate	N/A	N/A	$10 / GB	$10 / GB	$10 / GB	$10 / GB
Wi-Fi Hotspots	Unlimited AT&T Wi-Fi Basic Hotspot usage	Unlimited AT&T Wi-Fi Basic Hotspot usage	Wi-Fi Hotspot / Tethering	Wi-Fi Hotspot / Tethering	Wi-Fi Hotspot / Tethering	Wi-Fi Hotspot / Tethering

International Roaming Data Plans				
Plan Description	**Global 50 MB**	**Global 125 MB**	**Global 275 MB**	**Global 800 MB**
List Price	$24.99	$49.99	$99.99	$199.99
Modifier	$0.00	$0.00	$0.00	$0.00
Discount	0%	0%	0%	0%
Net Price	**$24.99**	**$49.99**	**$99.99**	**$199.99**
Overage Rate	$10.00/10MB	$10.00/10MB	$10.00/10MB	$10.00/10MB

SMS/Text Plans		
Plan Description	**Messaging 1000**	**Messaging Unlimited**
List Price	$10.00	$20.00
Modifier	$0.00	$10.00
Discount	0%	0%
Net Price	**$10.00**	**$10.00**
Overage Rate	$0.10 / message	N/A

DataConnect Plans For Wireless Modems, Aircards,				
Plan Description	**5 GB Plan**	**10 MB Pooled**	**Pooled 50MB**	**Unlimited (Includes MiFi Devices)**
List Price	$60.00	$23.00	$44.00	$69.99
Modifier	$11.36	$0.00	$0.00	$18.65
Discount	26%	26%	26%	26%
Net Price	**$35.99**	**$17.02**	**$32.56**	**$37.99**
Overage Rate	$10.00/GB	$1.99/MB	$0.00097/KB	N/A

EPTT Plans			
Plan Description	**Stand Alone**	**Feature Bolt On (non-Flat Rate)**	**Feature Bolt On (Flat Rate)**
List Price	$30.00	$5.00	$19.99
Modifier	$4.34	$2.00	$0.00
Discount	26%	0%	0%
Net Price	**$18.99**	**$3.00**	**$19.99**

DataConnect Plans						
Plan Description	**5GB DataConnect (Laptop / Mobile HotSpot Devices)**	**5 GB DataConnect 4G†† LaptopConnect Devices ONLY**	**Domestic DataConnect Enterprise Plan for Tablets 3GB**	**Domestic DataConnect Enterprise Plan for Tablets 5GB**	**GOV Data Connect 5GB Pooling**	**Unlimted Tablet/iPad Data**
List Price	60.00	50.00	35.00	50.00	149.99	69.99
Modifier	$11.36	$0.00	$0.00	$0.00	$101.35	$18.65
Discount	26%	26%	26%	26%	26%	26%
Net Price	**$35.99**	**$37.00**	**$25.90**	**$37.00**	**$35.99**	**$37.99**
Overage Rate	$10.00/GB	$10.00/GB	$10.00/GB	$10.00/GB	$0.0003/KB	N/A

AI -51519 **9.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

A.) Requesting approval to Work Authorization No. 18 in the amount of $46,000.00 to Pct. 1 Bond Referendum Professional Agreement as it relates to General/Management Coordination for Lucero Del Norte Rural Drainage Improvements. TEDSI Infrastructure Group, Inc.

B.) Requesting approval to Work Authorization No. 19 in the amount of $75,528.32 to Pct. 1 Bond Referendum Professional Agreement as it relates to Basic Engineering Servives for Donna North Lateral Control Structure & FM 495 Drain Control Structure. TEDSI Infrastructure Group, Inc.

BACKGROUND

Fiscal Impact

Attachments

WA No. 18

WA No. 19

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/24/2015 08:36 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM

Form Started By: Jaime Salazar Started On: 09/23/2015 05:15 PM

Final Approval Date: 09/25/2015

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT #
Pct. 1 2012 Bond Referendum Professional Agreement
approved on April 9, 2013

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 18

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Lucero Del Norte Rural Drainage Improvements General Management/Coordination, Analysis of Existing and Proposed Culvert, Plans, Specifications & Estimates, Field Survey, Construction Inspection & Construction Management identified in the 2012 HCDD#1 Bond Referendum.

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

PART 2. ESTIMATED COST

The estimated lump sum not to exceed cost for services under this Work Authorization No. 18 is $46,000.00. This amount is based upon the Exhibit D attached in the Estimated Cost Proposal attached hereto as EXHIBIT "D". A supplemental agreement shall be executed by both parties should additional funds be needed to complete these tasks.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 18 shall be funded through funding source:
Account No. _____

Requisition Number_____

PART 5. PERIOD OF SERVICE
This Work Authorization No. 18 shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes work tasks of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Work Authorization No. 18 does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 18.

BY: _____
Jesse Salinas, President/CEO

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and TEDSI Infrastructure Group, Inc. as indicated below and effective as of _____ day of _____, 2015.

THE ENGINEER:	**THE OWNER:**
TEDSI Infrastructure Group, Inc	**Hidalgo County Drainage District No. 1**
_____	**_____**
By: Jesse Salinas, President/CEO	**By: Ramon Garcia, Chairman**

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

_____
By: Stephen L. Crain

EXHIBIT "B"
Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)*
EXPANDED DESCRIPTION OF SERVICES:

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development
(1) Project Development Schedule
(2) Construction Estimate
(3) Quality Control/Quality Assurance Program
(4) Subcontract Administration

(C) Final Design
(1) Design Concept Conference
(2) Management/Coordination of Engineering Activities
(3) Implementation of QC/QA Program

II. FINAL DESIGN AND CONSTRUCTION

(B) Final Design
(1) Design Field Surveying
(3) Channel / Drainage Design
(4) Plans, Specifications, and Estimates (PS&E)

EXHIBIT "B"
Services to be Provided by the Engineer

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

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***

(C) Final Design

(1) Design Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***

II. FINAL DESIGN & CONSTRUCTION

(B) Final Design:

(1) Design Field Surveying	***Special***
(3) Channel / Drainage Design	***Basic***
(4) Plans, Specifications & Estimates	***Basic***

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

EXHIBIT "B"
Services to be Provided by the Engineer

I. ENGINEERING MANAGEMENT (*EM*)

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

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project.** The services will include the following:

(A) Preliminary Project Planning and Development. In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(C) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables

for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) **Design Concept Conference (DCC)**. The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**).

(3) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

II. FINAL DESIGN & CONSTRUCTION

(B) Final Design. The **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(3) **Channel/Drainage Design**
The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design

of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(4) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(c) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(d) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(e) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

EXHIBIT "D" Estimated Cost Proposal

Work Authorization #18 - Pct. 1 - Lucero Del Norte Rural Drainage Improvements
Contract No. Pct 1 2012 Bond Referendum Professional Agreement approved on April 9, 2013

General Management/Coordination	$	4,000.00
Analysis of Existing and Proposed Culvert	$	8,000.00
PS&E	$	25,000.00
Construction Inspection & Contract Management	$	4,000.00
Field Survey	$	5,000.00
Total Work Authorization No. 18 Amount	**$**	**46,000.00**

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT #
Pct. 1 2012 Bond Referendum Professional Agreement
approved on April 9, 2013

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 19

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Basic Engineering Services, Topographic Survey, Geotechnical Report for Donna North Lateral Control Structure and Basic Engineering Services, Topographic Survey, Geotechnical Report for FM 495 Drain Control Structure Project identified in the 2012 HCDD#1 Bond Referendum.

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

PART 2. ESTIMATED COST

The estimated lump sum not to exceed cost for services under this Work Authorization No. 19 is $75,528.32. This amount is based upon the Exhibit D attached in the Estimated Cost Proposal attached hereto as EXHIBIT "D". A supplemental agreement shall be executed by both parties should additional funds be needed to complete these tasks.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 19 shall be funded through funding source:
Account No. _____

Requisition Number_____

PART 5. PERIOD OF SERVICE
This Work Authorization No. 19 shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes work tasks of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Work Authorization No. 19 does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 19.

BY: _____
Jesse Salinas, President/CEO

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and TEDSI Infrastructure Group, Inc. as indicated below and effective as of _____ day of _____, 2015.

THE ENGINEER:	**THE OWNER:**
TEDSI Infrastructure Group, Inc	**Hidalgo County Drainage District No. 1**
_____	**_____**
By: Jesse Salinas, President/CEO	**By: Ramon Garcia, Chairman**

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

_____
By: Stephen L. Crain

EXHIBIT "B"
Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)*
EXPANDED DESCRIPTION OF SERVICES:

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development
(1) Project Development Schedule
(2) Construction Estimate
(3) Quality Control/Quality Assurance Program
(4) Subcontract Administration

(C) Final Design
(1) Design Concept Conference
(2) Management/Coordination of Engineering Activities
(3) Implementation of QC/QA Program

II. FINAL DESIGN AND CONSTRUCTION

(B) Final Design
(1) Design Field Surveying
(2) Geotechnical Investigations
(3) Channel / Drainage Design
(4) Plans, Specifications, and Estimates (PS&E)

EXHIBIT "B"
Services to be Provided by the Engineer

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

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***

(C) Final Design

(1) Design Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***

II. FINAL DESIGN & CONSTRUCTION

(B) Final Design:

(1) Design Field Surveying	***Special***
(2) Geotechnical Investigations and Reports	***Special***
(3) Channel / Drainage Design	***Basic***
(4) Plans, Specifications & Estimates	***Basic***

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

EXHIBIT "B"
Services to be Provided by the Engineer

I. ENGINEERING MANAGEMENT (*EM*)

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

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project.** The services will include the following:

(A) Preliminary Project Planning and Development. In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(C) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables

EXHIBIT "B"
Services to be Provided by the Engineer

for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) **Design Concept Conference (DCC)**. The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**).

(3) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

II. FINAL DESIGN & CONSTRUCTION

(B) Final Design. The **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **<u>Design Field Surveying</u> (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(2) **<u>Geotechnical Investigations</u> (Special Services)**
The **Engineer** shall perform geotechnical investigations and testing for the purpose of

foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(3) **Channel/Drainage Design**

The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(4) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(c) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(d) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(e) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

EXHIBIT "D" Estimated Cost Proposal

Work Authorization #19 - Donna North Lateral Control Structure & FM 495 Drain Control Structure
Contract No. Pct 1 2012 Bond Referendum Professional Agreement approved on April 9, 2013

Donna North Lateral Control Structure		
Construction Cost Estimate	$	315,870.50
Basic Engineering Fee		
Construction Cost ($315,870.50) x 7.5% Fee	$	23,690.29
Topographic Survey	$	6,500.00
Geotechnical Report	$	7,605.13
Subtotal Lump Sum Amount	**$**	**37,795.42**
FM 495 Drain Control Structure		
Construction Cost Estimate	$	315,870.50
Basic Engineering Fee		
Construction Cost ($315,870.50) x 7.5% Fee	$	23,690.29
Topographic Survey	$	6,500.00
Geotechnical Report	$	7,542.61
Subtotal Lump Sum Amount	**$**	**37,732.90**
Total Work Authoriztion No. 19 Amount	**$**	**75,528.32**

AI -51521 **10.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

Requesting approval of Work Authorization No. 8 in the amount of $18,238.29 with L&G Engineering to Professional Agreement Pct. 3 La Joya Watershed Improvement project as it relates to Geotechnical Engineering Services.

BACKGROUND

Fiscal Impact

Attachments

WA No. 8

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/24/2015 08:36 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM
Form Started By: Jaime Salazar		Started On: 09/23/2015 05:43 PM
Final Approval Date: 09/25/2015		

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. 8

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 Geotechnical Engineering Services needed to complete the design aspect of the 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 $18,238.29. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D" – Fee Proposal.*

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. 8 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. 8.

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:
Exhibit "A" – Services to be provided by the Owner
Exhibit "B" – Services to be provided by the Engineer
Exhibit "C" – Project Schedule
Exhibit "D" – Fee Proposal

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 – Miscellaneous Geotechnical (Edinburg Main Canal Crossing & Pump Station) 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"

Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the La Joya Watershed Improvement Project – Miscellaneous Geotechnical (Edinburg Main Canal Crossing & Pump Station) in Hidalgo County, TX, hereinafter denoted as the **Project**.

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

Task 1 – Coordination & Management of Geotechnical (ROE, General Management, etc.)
This task will consist of the **Engineer** providing general management of the Geotechnical Sub-Consultant and coordination with **Owner** on all items. This task will also be inclusive of needed **Engineer** providing Right of Entry (ROE) coordination with landowners and other entities to allow access to drilling sites.

Task 1a – SUB: Geotechnical Exploration & Analyses for Misc. Geo (EMC Crossing & Pump Station)
This task will be provided by a Geotechnical Sub-Consultant to the **Engineer** (L&G Engineering Laboratory, LLC). The details of this task are as specified in Exhibit B-1 attached hereto.

EXHIBIT "B-1"

Services to be Provided by the Laboratory

GENERAL SCOPE OF WORK

The work to be performed by the **Laboratory** under this Work Authorization shall consist of; Geotechnical Drilling and Miscellaneous Field Services, Geotechnical Laboratory Testing Services and Geotechnical Engineering Services for the La Joya Watershed – Misc. (Edinburg Main Canal Crossing & Pump Station) project hereinafter denoted as the **Project**.

The **Laboratory** shall provide all services required (as noted under this Work Authorization) for usage by the **Engineer** in the preparation of plans, specification and estimate, and related documents for the **Project**. The **Laboratory** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

The **Laboratory** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer**.

Specific activities to be performed by the **Laboratory** include the following:

I. Geotechnical Drilling Services and Miscellaneous Field Services

The **Laboratory** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Laboratory** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization and in conformance with ASTM guidelines:

- Irrigation Structure Borings – Two (2) Borings will be drilled at Prop. Irrigation Structure Crossing (Borings will be advanced to a depth of approximately 50 feet below the existing top of natural ground)

- Pump Station Borings – Two (2) Borings will be drilled at Prop. Pump Station Location (Borings will be advanced to a depth of approximately 25 feet below the existing top of natural ground)

The **Laboratory** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Laboratory**. All boring locations will be documented with GPS coordinates. Field survey and tie-down locations of all borings will be the responsibility of the **Engineer**.

The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples may be collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Laboratory** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or re-grading the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Laboratory** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed by the **Laboratory** on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)
This procedure will identify the soluble sulfate content of soil by using the colorimetric method. The results of this procedure are typically utilized to determine whether or not a subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed. The presence of extreme amounts of soluble sulfates will exclude lime treatment as a stabilization option. Additionally, high presence of sulfates in soils can mark a necessity for the use of Sulfate Resistant Concrete (> than 1000 ppm).

III. Geotechnical Engineering Services

The **Laboratory** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- Develop Plan View of Boring Logs, Location Scheme, Graphic Files
- Structural Evaluation of Soil Borings (Soil Strength & Compress Analysis)
- Bearing Capacity at Structure Locations (Culvert Crossing & Pump Station)
- Potential Vertical Rise at Pump Station (Shallow Foundation)
- Foundation/Culvert Recommendations – Geometry, Geotech. Issues, Limits, Construction

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide both geometric modeling and foundation selection and design as well as provide assistance in the preparation of specifications for the project.

EXHIBIT "C"
PROJECT SCHEDULE
WA #8 - La Joya Watershed Misc. Geotech (Prop. Edinburg Main Canal Crossing and Prop. Pump Station)

Geotchnical Services

	2015											
TASK AND DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
La Joya Watershed - Misc. Geotech.												
Geotechnical Field Services, Lab Services and Engineering Analysis												

~ Estimated Time for Project Completion (Geotechnical Services)
~ Start Date and NTP estimated for September 29, 2015 (Approx. 1 month window will move with NTP date as required)

Schedule

Based on the requested services, we estimate that the drilling operations will take approximately two (2) days to complete. We anticipate that drilling operations can begin within five (5) to seven (7) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site/weather conditions permitting. The report and engineering analyses should be completed within approximately three to four (3 to 4) weeks after completion of the drilling operations.

Attachment D-1
Estimated Cost Proposal
Geotechnical Engineering, Report & Summary

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G ENGINEERING LABORATORY

La Joya Watershed - Misc. (Edinburg Main Canal Crossing & Pump Station) *L&G Consulting Engineers, Inc.*			MANHOURS					
			Senior Project Manager	Senior Geotechnical Engineer	Design Engineer	CADD Tech	Admin/Clerical	Total
	TASK							
	1	Develop Plan View of Boring Logs, Location Scheme, Graphic Files			2			2
	2	Structural Evaluation of Borings (Soil Strength & Compress Analysis)			2			2
	3	Bearing Capacity at Structure Locations (Culvert Crossing & Pump Station)			4			4
	4	Potential Vertical Rise at Pump Station (Shallow Foundation)			4			4
	5	Foundation/Culvert Recommendations - Geometry, Geotech. Issues, Limits, Const.		2	2			4
	6	Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	2	4	12	4	4	26
	7	Meeting and Coordination	2	2			2	6
								0
		Subtotal	**4**	**8**	**26**	**4**	**6**	**48**
Labor Hours			**4**	**8**	**26**	**4**	**6**	**48**
Contract Rate w/ Audited Overhead Rate of 217.19% & 12% Profit & 3% FY15 Escalation Rate			$ 256.10	$ 210.91	$ 135.58	$ 79.09	$ 67.79	
Total Labor Costs			**$ 1,024.40**	**$ 1,687.28**	**$ 3,525.08**	**$ 316.36**	**$ 406.74**	**$ 6,959.86**

LINE ITEM EXPENSES

Printing Reproduction (3 Reports x 50 Pages per Report x $1.00 per Page)	$ 150.00	
*L&G Engineering Laboratory (Sub-Total for Geo. Field & Lab Services)	$ 9,452.75	
** - (Please see page 2, for detailed quantities of testing)*		
Total Expenses	**$ 9,602.75**	
L&G Laboratory Total Cost		**$ 16,562.61**

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Attachment D-1
Estimated Cost Proposal
Geotechnical Field and Laboratory Services
La Joya Watershed - Misc. (Edinburg Main Canal Crossing & Pump Station)
Prepared for L&G Consulting Engineers, Inc.

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Geotechnical Engineer (Staff)		Hours	1	$ 210.91	$ 210.91
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	4	$ 60.26	$ 241.04
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	80	$ 0.55	$ 44.00
	F. Survey Locate Borings (X,Y,Z)		LS			$ -
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	2	$ 250.00	$ 500.00
B	Field Exploration					
	1a. ASTM Drill & SPT/Tube Samp (SS)		Feet	100	$ 18.00	$ 1,800.00
	1b. ASTM Drill & SPT/Tube Samp (Mud)		Feet	50	$ 27.00	$ 1,350.00
	1c. TxDOT Drill St incl/ Tube Samp (SS)		Feet		$ 18.00	$ -
	2. TxDOT TCP Field Test (BL/ft)		Ea.		$ 15.00	$ -
	3. Field Logger / Engineering Tech		Hour	20	$ 60.26	$ 1,205.20
	4. 24 Hr. Water Level Observations		Hour	2	$ 60.26	$ 120.52
	5. Piezometers		Each			$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	160	$ 2.00	$ 320.00
	7. Vehicle Charge		Mile	240	$ 0.55	$ 132.00
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Engineering Spec. (Soil Classification)		Hours	2	$ 120.52	$ 241.04
	3. Engineering Spec. (Logs & Summaries)		Hours	2	$ 120.52	$ 241.04
	4. Moisture Content		Ea.	42	$ 8.50	$ 357.00
	5. Atterberg Limits		Ea.	20	$ 65.00	$ 1,300.00
	6. -200 Determination		Ea.	20	$ 60.00	$ 1,200.00
	7. Sieve Analysis (w/ Hydrometers)		Ea.		$ 85.00	$ -
	8. UC Testing (w/ Unit Weight)		Ea.		$ 50.00	$ -
	9. Consolidation Testing		Ea.		$ 475.00	$ -
	10. Dry Unit Weight		Ea.			$ -
	11. Soils Sulfate Content (Bridge/Culv.)		Ea.	2	$ 95.00	$ 190.00
	12. Determination of Soil pH		Ea.		$ 70.00	$ -
	Project Sub-Total (Geo Field and Lab)					**$ 9,452.75**

EXHIBIT D - WA #8
FEE PROPOSAL

La Joya Watershed Improvement Project
HIDALGO COUNTY DRAINAGE DISTRICT #1

		MANHOURS									
		Senior Project Manager	Senior Engineer	Design Engineer	Senior Engineering Technician	ROW Administrator	Senior Environmental Scientist	Environmental Scientist	Admin / Clerical	L&G TOTAL HOURS	Lump Sum and/or Sub-Contract Amounts
	TASK										
	La Joya Watershed - Misc. Geotechnical (Edinburg Main Canal Crossing & Pump Station)										
1	Coordination & Management of Geotechnical (ROE, General Management, etc.)	2	2	4					8	16	
1a	SUB: Geotechnical Exploration & Analyses for Misc. Geo (EMC Crossing & Pump Station)										$16,562.61
	Subtotal Hours	**2**	**2**	**4**	**0**	**0**	**0**	**0**	**8**	**16**	
Contract Hourly Rate (including Overhead Rate : 171.00%, Profit Rate: 12.00%, and FY 2014 Escalation Rate: 3.00%)		$ 212.59	$ 175.07	$ 112.55	$ 78.16	$ 106.29	$ 134.43	$ 78.16	$ 56.27		
Total Labor Costs		**$ 425.18**	**$ 350.14**	**$ 450.20**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 450.16**	**$ 1,675.68**	**$16,562.61**

Project Team Cost Proposals - Sub Consultants

3). L&G Engineering Laboratory, LLC

Cost Proposal

$16,562.61 (See detailed break-down of fee on Exhibit D-1)

Grand Total **$ 18,238.29**

AI -51500 **11.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds

Request approval to issue payment on the following items:

A. Application for Payment No. 2 in the amount of $96,112.35 from Jimenez Engineering Solutions, LLC dba International Consulting Engineers in relation to Construction Contract No. 15-006-06-02A-Tijerina Rural Development Drainage Improvements Project. Project Engineer: Quintanilla Headley & Associates, Inc. PO#627160.

B. Application for Payment No. 2 in the amount of $63,949.50 from PEGA JPS Utilities, LLC in relation to Construction Contract No. 15-007-05-19B-Delta West Rural Development Drainage Improvement Project. Project Engineer: Noe Saldivar, P.E., Hidalgo County Drainage District No. 1. PO#627082.

BACKGROUND

Fiscal Impact

Attachments

PMT#2-Tijernia Drainage Improvements

PMT#2-Delta West

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 11:50 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM

Form Started By: Claudette Guerrero Started On: 09/23/2015 09:25 AM

Final Approval Date: 09/25/2015

Hidalgo County Drainage District No. 1

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

Invoice Processing Checklist/Routing Slip

Invoice/ Backup

Date Received: 8/28/2015

Engineer/Firm Name: Quintanilla Headley & Associates Inc.

Project Name/Number: Pct. 1 Tijerina Rural Dev

Invoice No.: Appliation For PMT No. 2

Purchase Order No.:

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos _____ Date: _____

Claudette Guerrero _____ Date: 9/28/15 3:53PM.

Total # of Pages Submitted: 20

Attachments:

Forwarded to: Jose N. Saldivar _____ Date: _____

Forwarded to: Lora Briones _____ Date: _____

Additional Comments: $96,112.35

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

AUG 26 2015

9:23 AM / PM

BY: Rosa Lee

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County Drainage District No. 1 (OWNER)
From: PEGA JPS Utilities, LLC (CONTRACTOR)
Contract: 15-007-05-19B
Project: Delta West Rural Development Drainage Improvement Project
Owner's Contract No. 15-007-05-19B Engineer's Project No. 15-007-04-29B
For Work accomplished through the date of: August 24,2015

1. Original Contract Price:		$196,404.00
2. Net change by Change Order and Written Agreements(+or-):		$1,700.00
3. Current Contract Price (1 plus 2):		$198,104.00
4. Total completed and stored to date:		$180,655.00
5. Retainage (per Agreement):		
10 % of completed Work:	$18,065.50	
____ of stored material		
Total Retainage:		$162,589.50
6. Total completed and stored to date less retainage (4 minus 5)		$98,640.00
7. Less previous Application for Payments:		$63,949.50
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		

Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:
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: PEGA JPS Utilities, LLC Pedro Saenz

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 24th day of August 2015

EVELIA G. SAENZ
Notary Public, State of Texas
My Commission Expires
November 12, 2018

Notary Public
My Commission expires: November 12, 2018

CERTIFICATE FOR PAYMENT:
In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer'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 $63,949.50

(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:

By: Jose M. Saldaña, P.E. Project Engineer Date: 08/28/15

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.

BOARD:

Board Of Director's Meeting: _____

_____
Ramon Garcia, Chairman of the Board

Estimate Quantity Update Worksheet

Date: August 24, 2015

Colonia: Delta West Rural Development Drainage Improvements Project
Roadway: FM 493 and Rogers Road, Edinburg, TX
Control:
Project No: 15-007-05-19B
County: Hidalgo
Est. No: 2

Contractor: PEGA JPS Utilities, LLC
Contract Price: $196,404.00
Work Done this Mo.:
% Complete: 75%

Date Began: 7/6/15
Contract Time: 90
Time Charged: 36
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From: 7/25/15
To: 8/24/15

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
905	2" HMAC Type "D"	SF	2,320	$3.00	$6,960.00			$ -			$ -			
905	Prime Coat (MC-30)(52 Gal.)	SF	2,320	1.00	2,320.00									
905	8" Compacted Caliche Base	SF	2,723	3.00	8,169.00									
906	Erosion and Sediment Control	LS	1	3,000.00	3,000.00	1	1	3,000.00						
906	18" High Polypropylene Storm Drain Pipe	LF	169	30.00	5,070.00				169	169	5,070.00			
906	24" High Polypropylene Storm Drain Pipe	LF	393	38.00	14,934.00				393	393	14,934.00			
906	30" High Polypropylene Storm Drain Pipe	LF	407	60.00	24,420.00				407	407	24,420.00			
906	36" High Polypropylene Storm Drain Pipe	LF	579	70.00	40,530.00	579	579	40,530.00						
906	42" High Polypropylene Storm Drain Pipe	LF	376	90.00	33,840.00	376	376	33,840.00						
906	Storm Trench Bedding and Backfill	LF	1,924	5.00	9,620.00	955	955	4,775.00	969	969	4,845.00			
906	Trench Excavation Protection	LF	1,924	1.00	1,924.00	955	955	955.00	969	969	969.00			
906	Manholes	EA	2	2,850.00	5,700.00	2	2	5,700.00						
906	Type "C-C" Inlet	EA	6	3,200.00	19,200.00	3	3	9,600.00	3	3	9,600.00			
906	Concrete Headwall for 42" Pipe	EA	1	5,000.00	5,000.00	1	1	5,000.00						
906	Safety End Treatment for 18" Pipe	EA	5	1,200.00	6,000.00				5	5	6,000.00			
906	Regrade Roadside Ditch	LF	1,739	3.00	5,217.00				1,739	1,739	5,217.00			
906	Traffic Control	LS	1	4,500.00	4,500.00	1	1	4,500.00						
Change Order #1 906	Concrete Collars for Manholes	EA	2	850.00	1,700.00	2	2	1,700.00						
	(906) DRAINAGE													

Monthly Totals:	$109,600.00	$71,055.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00		0.00
Drainage (906):	$109,600.00	$71,055.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$180,655.00
Total	$180,655.00

Prepared and Checked By:

Signature: Pedro Saenz
Printed Name: Pedro Saenz

Date: August 20, 2015

PEGA JPS Utilities, LLC	Contractor Name
7/6/2015	Starting Date
9/30/2015	Project Ending Date
10%	Retainage Percent

Application No.:	1
Application Date:	8/24/2015
Period To:	7/25/15-8/24/15
Engineer Firm:	Jose N. Saldivar, P.E.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application #1	Payment Application #2	Payment Application #3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
15-007-05-19B	Delta West Rural	$ 196,404.00	$ 1,700.00	$ 98,640.00	$ -	$ -	$ 109,600.00	$ 88,504.00	$ 10,960.00	$ 98,640.00	$ 98,640.00	$ -
15-007-05-19B	Delta West Rural	196,404.00		-	63,949.50	-	180,655.00	15,749.00	18,065.50	63,949.50		63,949.50

Exhibit E-E

HIDALGO COUNTY DRAINAGE DISTRICT
902 N. DOOLITTLE
EDINBURG, TEXAS 78542

PURCHASE ORDER

Date	Number
6/10/2015	627082

Attention: NORA CAVAZOS

Shipping Address: 902 N. Doolittle
Edinburg, TX 78542

Vendor Address:
PEGA JPS UTILITIES, LLC
24105 BRUSHLINE RD
EDINBURG, TX 78542-0937

PCT.1 DELTA WEST RURAL DEVELOP. DRAINAGE IMP. PROJ. RFB NO. HCDD1 -15-007-04-29B CONST. CONTRACT HCDD1 NO. 15-007-05-19B APPROVED BY B.O.D. ON 6/2/15

Shipping Method:

VENDOR NOTES
1. DO NOT ADD TO, ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

Item Code	Description	GL Code	Dist... Code	Quantity	Unit Price	Total	Date Received
	DELTA WEST RURAL CONST.	47330	365	1.00	196,404.00	196,404.00	

Purchase Order Total: $196,404.00

Vendor Name PEGA JPS UTILITIES, LLC 6/10/2015 627082

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
	DELTA WEST RURAL CONST.	EA	1.00	196,404.00	196,404.00

Purchase Order Total: $196,404.00

Authorized By:

Nora Cavazos

From: Jesse Alvarez <jose.alvarez@co.hidalgo.tx.us>
Sent: Friday, August 28, 2015 1:46 PM
To: Nora Cavazos
Subject: Re: Delta West Rural Development Project

Hi Nora
Quantities are good for this Pay App.

Thank You

Jesse Alvarez
Construction Inspector
County of Hidalgo Engineering Projects Office
902 Doolittle Rd.
Edinburg , Texas 78542
Office : 956-702-7000 ext 2029
Mobile:956-533-3992

Sent from my iPhone

> On Aug 25, 2015, at 3:34 PM, Nora Cavazos <nora.cavazos@hcdd1.org> wrote:
>
> Hi Jesse,
>
>
>
> Attached is a copy of the estimate quantity update worksheet for Pay
> Application No. 2 for the Delta West Rural Development Project.
> Please verify that the numbers are correct.
>
>
>
> Thank you :)
>
>
>
>
>
>
>
>
>
> <file:///C:\Users\nora.cavazos\AppData\Roaming\Microsoft\Signatures\no
> ra_f
> iles\Image001.png>

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR PEGA JPS Utilities, LLC

PROJECT NO. 15-007-05-19B COUNTY Hidalgo DATE WORK BEGAN July 2, 2015

TIME COMPUTED FROM July 25, 2015-August 24, 2015 DATE WORK COMPLETED September 30, 2015

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
July	27	1		Work
July	28	1		Work
July	29	1		Work
July	30	1		Work
July	31	1		Work
August	3	1		Work
August	4	1		Work
August	5	1		Work
August	6	1		Work
August	7	1		Work
August	10	1		Work
August	11	1		Work
August	12	1		Work
August	13	1		Work
August	14	1		Work
August	17	1		Work
August	18	1		Work
August	19	1		Work
August	20	1		Work
August	21	1		Work
August	24	1		Work
TOTALS	21	21		

NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DATE 36

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE Jose N. Saldivar, P. E.

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 DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with PEGA JPS Utilities, LLC to furnish Drainage Improvements in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 Which improvements are described as follows:

Drainage Improvements

In consideration of Pay Estimate No 2 in the amount of Seventy-Three Thousand Fifty-Nine and 30/100's DOLLAR($ $73,059.30)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.

PEGA JPS Utilities, LLC

CONTRACTOR

EVELIA G. SAENZ
Notary Public, State of Texas
My Commission Expires
November 12, 2018

BY: Managing Member

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 20th day of August ,20 15to certify which witness my hand and seal of office.

Evelia G. Saenz

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 11/12/18

ACT
PIPE & SUPPLY

MATERIAL SUPPLIER

CONDITIONAL WAIVER AND RELEASE UPON PARTIAL PAYMENT

Upon receipt by the undersigned of a check from Pega JPS Utilities, LLC in the sum of Fifty One Thousand Six Hundred Forty Eight Dollars and 20/100 ($51,648.20) payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to partially waive and release pro tanto any mechanic's lien, stop notice or bond right the undersigned has on the job known DWRD – Delta West Rural Drainage Imp through June 29, 2015.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned. The undersigned warrants and represents that it possesses and has not assigned to any third party the rights herein released.

Given under the hand of the undersigned this 20th day of June, 2015.

ACT PIPE & SUPPLY, INC.

By: Matthew K. Wolfe
Sr. Financial Manager

Subscribed and sworn to by the said Matthew Wolfe.
This the 20th day of August, 2015.

VALERIE PHILLIPS
Notary Public, State of Texas
My Commission Expires
September 30, 2017

Valerie Phillips
Notary Public, In and For the State of Texas

6950 West Sam Houston Pkwy N, Houston, Texas, 77041 (713) 937-0600 Fax (713) 937-0690 (800) 231-9808

RECEIVED AUG 20 2015

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Joel Mendiola Royal Precast, LLC party to that certain contract entered into on the 19th day of May, 20,15 between Hidalgo County Drainage District #1 and PEGA JPS Utilities, LLC for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

HCDD1 (Delta West Rural Development Drainage Improvements)

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to contact and the agreed Plans and Specifications therefor.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of statements contained herein that final and full settlement of the balance due on said contract is being made, and in consideration of the disbursement of funds by Hidalgo County Drainage District #1 deponent expressly waives and releases all liens, claims, and right to assert a lien on said premises and agrees to indemnify and hold Hidalgo County Drainage District #1 safe and harmless from and against all losses, damages, costs, and expenses of any character safe whatsoever specifically including court costs, bonding fees, and attorneys fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

Joel Mendiola
Royal Precast, LLC
BY: _____

Subscribed and sworn to before me, the undersigned authority, on this 25 day of august, 2015.

_____
Notary Public in and for
Hidalgo County, Texas

EVELIA G. SAENZ
Notary Public, State of Texas
My Commission Expires
November 12, 2018

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Joel Mendiola Royal Ready Mix party to that certain contract entered into on the 19th day of May, 20,15 between Hidalgo County Drainage District #1 and PEGA JPS Utilities, LLC for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

HCDD1 (Delta West Rural Development Drainage Improvements)

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to contact and the agreed Plans and Specifications therefor.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of statements contained herein that final and full settlement of the balance due on said contract is being made, and in consideration of the disbursement of funds by Hidalgo County Drainage District #1 deponent expressly waives and releases all liens, claims, and right to assert a lien on said premises and agrees to indemnify and hold Hidalgo County Drainage District #1 safe and harmless from and against all losses, damages, costs, and expenses of any character safe whatsoever specifically including court costs, bonding fees, and attorneys fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

Joel Mendiola
Royal Ready Mix
BY: Joel Mendiola

Subscribed and sworn to before me, the undersigned authority, on this 25 day of august, 20 15.

Evelia Saenz
Notary Public in and for
Hidalgo County, Texas

EVELIA G. SAENZ
Notary Public, State of Texas
My Commission Expires
November 12, 2018

PEGA JPS Utilities, LLC
24105 Brushline Road
Edinburg, TX 78542-0937
Phone: (956) 380-1509
Fax: (956) 380-1593

TO: Ms. Nora Cavazos, Hidalgo County Drainage District #1 Adm. Asst.

FROM: A. Omar Flores, Jr., Director of Operations

DATE: August 20, 2015

RE: Delta West Rural Development (List of Vendors)

Ms. Cavazos,

At this time PEGA JPS Utilities, LLC, is submitting this list as per Construction Payment Guide. The list is as follows:

1. ACT Pipe and Supply
   1004 North Shary Road
   Mission, TX 78572
   Phone: (956) 583-1558
   Contact: Jorge Zavala

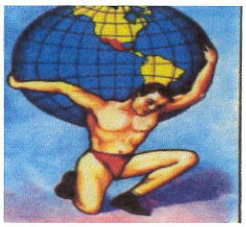
2. Anderson Equipment Company
   700 West Expressway 83
   Pharr, TX 78577
   Phone: (956) 781-5995
   Contact: Uvense Valdez

3. Royal Precast, LLC/Royal Ready Mix
   5361 North Abram Road
   Mission, TX 78574
   Phone: (956) 581-0044
   Contact: Joel Mendiola

Should there be any comments or questions do not hesitate to contact (956) 380-1509. Thank you in advance for your attention to this matter.

Respectfully,

A. Omar Flores, Jr., Director of Operations
PEGA JPS Utilities, LLC



PEGA JPS Utilities, LLC
24105 Brushline Road
Edinburg, TX 78542-0937
Phone: (956) 380-1509
Fax: (956) 380-1593

TO: Ms. Nora Cavazos, Hidalgo County Drainage District #1 Adm. Asst.

FROM: A. Omar Flores, Jr., Director of Operations

DATE: August 20, 2015

RE: Delta West Rural Development (List of Subcontractors)

Ms. Cavazos,

At this time PEGA JPS Utilities, LLC, is submitting this list as per Construction Payment Guide. The list is as follows:

1. No Subcontractors were used during Pay Application #2

Should there be any comments or questions do not hesitate to contact (956) 380-1509. Thank you in advance for your attention to this matter.

Respectfully,

A. Omar Flores, Jr., Director of Operations
PEGA JPS Utilities, LLC

Certified Payroll Report

Contractor PEGA JPS Utilities, LLC
24105 BRUSHLINE RD
EDINBURG, TX 78542
Tax ID 46-4770682

Project PEGA JPS Utilities, LLC:1005-HCDD1 Delta West Rural
24105 Brushline Road
Edinburg, TX 78542-0937

Project/Contract # 15-007-05-19B
Payroll Number 1
For Week Ending 8/16/2015

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day Mon 10	Tue 11	Wed 12	Thu 13	Fri 14	Sat 15	Sun 16	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Cepeda, Marco A. 5223 North Mile 5 1/2 West Weslaco, TX 78596	642-52-2158	Hourly (Field)	RT	8.00	8.50	8.00	8.00	7.50			40.00	40.00	11.00	440.00	0.00	DD1292	440.00	27.28	6.38	0.00	0.00	0.00	33.66	406.34
Hinojosa, Felix 3617 Yandel Street Edinburg, TX 78542	231-85-6986	Hourly (Field)	RT	8.00							8.00	8.00	13.69	109.52	0.00	2044	547.60	33.95	7.94	7.00	0.00	0.00	48.89	498.71
Saenz, Silvestre 9413 North Mile 13 1/2 West Mercedes, TX 78570	635-95-3269	Salary (Field)	RT	8.00	8.50	8.00	8.00	7.50			40.00	40.00	15.23	609.20	0.00	DD1300	609.20	37.77	8.83	29.00	0.00	0.00	75.60	533.60
Vela, Gilberto 11225 Taylor Lane Novasota, TX 77865	459-59-8225	Hourly (Field)	RT	8.00	8.50	8.00	8.00	7.50			40.00	40.00	10.10	404.00	0.00	2045	404.00	25.05	5.85	0.00	0.00	0.00	30.90	373.10

Date: Aug-20, 2015

I, Pedro Saenz, Managing Member, do hereby state:

(1) That I pay or supervise the payment of the persons employed by PEGA JPS Utilities, LLC on the project PEGA JPS Utilities, LLC:1005-HCDD1 Delta West Rural; that during the payroll period commencing on Aug-10, 2015 and ending on Aug-16, 2015 all persons employed on the 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 PEGA JPS Utilities, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), 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 and 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, of 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
Pedro Saenz, Managing Member	Pedro Saenz
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.	

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Cepeda, Marco A.		40.00	11.00	440.00	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Hourly (Field)	40.00	11.00	440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.00

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Hinojosa, Felix		40.00	13.69	547.60	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
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Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Saenz, Silvestre		40.00	15.23	609.20	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Salary (Field)	40.00	15.23	609.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.23

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Vela, Gilberto		40.00	10.10	404.00	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Hourly (Field)	40.00	10.10	404.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.10

Field-by-field Explanation of Calculations

Employee Name
The employee name. Optionally the address can also appear. The address is included on special requests to the employer for more information and is normally hidden for the employee's privacy.

ID or SSN
This field name changes based on the setting to include addresses & SSNs. If the label is ID, the last 4 digits of the SSN are displayed. If SSN, the entire SSN is included.

Work Classification
The prevailing wage for each job is based on the 'work classifications' for the Job. Each job has a prevailing wage schedule that should be followed. For example, the schedule might include "Workman 1, Workman 2, and Workman 3" and so on, though the codes will likely be more cryptic such as a number or letter-number code.

The payroll item names for regular time will appear in this column. For the report to work properly, you must pay employees using payroll items that represent work classifications.

Pay Type
Values are RT, OT, or DT for Regular Time, Overtime, and Double-time. See the section below on Overtime and Double-time and how they display on the report.

Hours worked by day
This section shows hours worked for the 7 days of the pay period. Certified Payrolls are always weekly payrolls. The 7-day period is calculated based on the week ending date from the interview presented before the report is created. In turn, the week ending date defaults to the largest pay period end date on the paychecks for the selected Job and can be overridden in the interview before the report is created.

The days of the month are displayed on the report, and must be used on conjunction with the "For Week Ending" date at the top of the report.

Timesheet Hours
The sum of hours from time records for this Job for the Work Classification and the pay rate.

Paid Hours
The sum of hours from the paychecks for this Job for the Work Classification and the pay rate. This should agree with the Timesheet hours. If it does not, then either the hours worked by day or the paycheck hours for this job may be inaccurate.

Pay Rate
The rate of pay from the paycheck for this work classification.

Job Gross Pay
The gross pay for this line on the report. Should equal the Paid Hours * Pay Rate.

Fringe Rate
The calculated rate per hour for the Fringe Benefits for hours worked on this job. Includes the fringe items selected in the interview and optionally the estimate dollar value of the Sick & Vacation accrued hours.

The calculation works like this:

Fringe Benefits Job Total =
Fringe Benefits * (Earnings for this Job/Total earnings) +
Accrued Sick Hours * (Hours for this Job/Total Hours) * Job Pay Rate +
Accrued Vacation * (Hours for this Job/Total Hours) * Job Pay Rate

Fringe Rate = Fringe Benefits Job Total / Job Hours

If the employee is setup to sick/vacation hours on each paycheck, then the actual accrued hours are used. If the employee is setup to accrue hours Per Year, then the annual amount / 52 weeks is used.

Fringe Rate Example
Mark works 40 hours one week, 10 for the Job "Abercrombie, Kristy:Kitchen" and 30 for the Job "Babcock's Music Shop:Cert", a Certified Payroll Job. He accrues 80 hours of Vacation per year, and his Employer pays $300 for health insurance per check using a Company Contribution item and also $50 for a 401(k) Match. There are no other fringe benefits.

Bob's Paycheck earnings table looks like this:

Payroll Item	Rate	Hours	Customer:Job	Amount
Hourly	20.00	10	Abercrombie, Kristy:Kitchen	200.00
WC 12345	25.00	30	Babcock's Music Shop:Cert	750.00
Totals		40		950.00

Bob's Fringe Calcuation for Babcock's Music Shop:Cert Job is as follows:		Total Job	Per Hour
Health Insurance	$300 * $750/950 =	236.84	7.89
401(k) Match	$50 * $750/950 =	39.47	1.32
Vacation	80hrs/52wks * 30/40 hrs * $25 per hour =	28.85	0.96
Fringe Totals		305.16	10.17

To see a breakdown of the Fringe Rate Calculation per employee, see the Fringe Detail Worksheet.

The remaining columns show amount from the total paycheck, not just for this Job. If the employee works in multiple classifications for this job, their total check will be listed multiple times on one report, which seems strange but follows the instructions:

Total Gross Pay
W-2 Box 1 Gross wages for this payroll.

Social Security, Medicare, Federal Tax, State Tax
The total of these employee paid deductions from the paycheck.

Other
The sum of everything else that impacts Net Pay.

Net Pay
The Net Pay for the check.

Overtime and Double-time Overview

Overtime and Double-time require special handling on the report in several ways. First, it is possible to setup varying 'overtime factors' in QuickBooks, but they don't map neatly to RT, OT, and DT the way this report suggests they might.

Rules for placing items in these three buckets based on the Overtime Factor
The overtime Factor can be seen when setting up or editing Overtime payroll items. You can pick from 1.5, 2.0, or you can input your own rate. Here is how we decide where to put the items on this report:
OT Factor 0 = Regular Time
OT Factor < 1.5 = Regular Time (this is perhaps a shift differential but not Overtime.)
OT Factor >= 1.5 and < 2.0 = Overtime
OT Factor >= 2.0 = Double-time

Rules for placing Overtime and Double time in the correct work Classification.
In QuickBooks setup, employee setup, and on paychecks, you are expected to use an OT or DT item directly below the regular time item it For example, if you enter these items on an earnings table, QuickBooks will calculate the OT rates as shown for you:

Item	Rate	Hours
Roofing II	35.00	20
Overtime	52.50	5
Framing III	30.00	20
Overtime	45.00	4

In this case, the OT item is used at two different rates for different work classifications. QuickBooks automatically assigns the 'right' rate to each instance of the OT item based on the regular item above it.
On the resulting certified payroll report, you will see 5 OT hours associated with Roofing II and 4 hours with Framing III, even though the same OT item is used twice.
The only cases where you should actually see an OT item name in the Work Classification columns are:
1) The OT item is the only payroll earnings item in use on the paycheck.
2) The OT item is used first on the paycheck (which is incorrect to do.)

Interview Questions Overview

As you create a certified payroll report, you're asked several questions that have a bearing on the resulting report. Here, we'll discuss the key questions and their effect.

Getting Data from QuickBooks

The first of these dialogs is one that asks simply for a date. Note that a certified payroll report shows a payroll for one date, and a report is created for each date. When you enter the date, the Day of the Week is displayed next to it to help you pick a correct payroll date. You can use hot keys like + / - as well as the other typical hot keys like W/K, M/H, and Y/R.

After the connection to QuickBooks, another set of dialogs is displayed:

Employer Information

Is pulled from the current QuickBooks file and the user can update change it here.

Project Information

Project Name

This is a list of Customer:Jobs for the payroll on the selected date.

Name for report

Enter the Job name as you'd like to see it on the report. The default is the Customer:Job name.

Project/Contract #

Each Certified Payroll has a contract number. This is not tracked in QuickBooks and needs to be entered in the interview once for each Certified Payroll Job.

Project Payroll Week #

Starts with 1. For each week, the number should be increased (it's a counter used to reference the reports.)

Last Day of Work Week

This is calculated as you pick a Job using the Pay Period End Date from the checks. The largest date is displayed and can be changed if incorrect. When you press Next, it is used to get time data from QuickBooks for the pay week ending with this date. If there are multiple pay period end dates for this job for this payroll date, you'll see a warning to be careful.

Who will sign this form? and Title

Answers are used to pre-fill values on the Signature Page.

Fringe Benefits Paid

This is a list of Additions and Company Contributions from the paychecks in the current payroll. Items with a tax tracking type of "Fringe Benefits" (used for taxable finges) are pre-selected along with any items you selected last time you ran the report.

Include Sick & Vacation

If the employee is setup to accrue Sick or Vacation on their paychecks per paycheck, the accrued hours are used to calculate the value of that time and added to the Fringe amounts.
If employee is setup to accrue sick/vacation annually, then 1/52 of the annual amount is used.

Include SSNs and Employee Addresses

If you check this box, then the noted information is included on the resulting report.

Certified Payroll Report

Contractor PEGA JPS Utilities, LLC
24105 BRUSHLINE RD
EDINBURG, TX 78542
Tax ID 46-4770682

Project PEGA JPS Utilities, LLC:1005-HCDD1 Delta West Rural
24105 Brushline Road
Edinburg, TX 78542-0937

Project/Contract # 15-007-05-19B
Payroll Number 1
For Week Ending 8/9/2015

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day Mon 3	Tue 4	Wed 5	Thu 6	Fri 7	Sat 8	Sun 9	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Hinojosa, Felix 3617 Yandel Street Edinburg, TX 78542	231-85-6986	Hourly (Field)	RT	10.50	6.50	8.00	9.00				34.00	34.00	13.69	465.46	0.00	2021	588.68	36.50	8.53	12.00	0.00	0.00	57.03	531.65
Saenz, Silvestre 9413 North Mile 13 1/2 West Mercedes, TX 78570	635-95-3269	Salary (Field)	RT	10.50	6.50	8.00	9.00				34.00	34.00	14.50	493.16	0.00	DD1289	609.20	37.77	8.84	29.00	0.00	-14.35	61.26	547.94
Vela, Gilberto 11225 Taylor Lane Novasota, TX 77865	459-59-8225	Hourly (Field)	RT	10.50	6.50	8.00	9.00				34.00	34.00	10.10	343.40	0.00	2022	434.30	26.92	6.30	0.00	0.00	0.00	33.22	401.08

Date: Aug-20, 2015

I, Pedro Saenz, Managing Member, do hereby state:

(1) That I pay or supervise the payment of the persons employed by PEGA JPS Utilities, LLC on the project PEGA JPS Utilities, LLC:1005-HCDD1 Delta West Rural; that during the payroll period commencing on Aug-03, 2015 and ending on Aug-09, 2015 all persons employed on the 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 PEGA JPS Utilities, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), 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 and 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, of 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
Pedro Saenz, Managing Member	Pedro Saenz

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Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Hinojosa, Felix		42.00	14.02	588.68	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Hourly (Field)	34.00	13.69	465.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.69

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Saenz, Silvestre		42.00	14.50	609.20	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Salary (Field)	34.00	14.50	493.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.50

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Vela, Gilberto		42.00	10.34	434.30	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Hourly (Field)	34.00	10.10	343.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.10

Field-by-field Explanation of Calculations

Employee Name
The employee name. Optionally the address can also appear. The address is included on special requests to the employer for more information and is normally hidden for the employee's privacy.

ID or SSN
This field name changes based on the setting to include addresses & SSNs. If the label is ID, the last 4 digits of the SSN are displayed. If SSN, the entire SSN is included.

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The rate of pay from the paycheck for this work classification.

Job Gross Pay
The gross pay for this line on the report. Should equal the Paid Hours * Pay Rate.

Fringe Rate
The calculated rate per hour for the Fringe Benefits for hours worked on this job. Includes the fringe items selected in the interview and optionally the estimate dollar value of the Sick & Vacation accrued hours.

The calculation works like this:

Fringe Benefits Job Total =
Fringe Benefits * (Earnings for this Job/Total earnings) +
Accrued Sick Hours * (Hours for this Job/Total Hours) * Job Pay Rate +
Accrued Vacation * (Hours for this Job/Total Hours) * Job Pay Rate

Fringe Rate = Fringe Benefits Job Total / Job Hours

If the employee is setup to sick/vacation hours on each paycheck, then the actual accrued hours are used. If the employee is setup to accrue hours Per Year, then the annual amount / 52 weeks is used.

Fringe Rate Example
Mark works 40 hours one week, 10 for the Job "Abercrombie, Kristy:Kitchen" and 30 for the Job "Babcock's Music Shop:Cert", a Certified Payroll Job. He accrues 80 hours of Vacation per year, and his Employer pays $300 for health insurance per check using a Company Contribution item and also $50 for a 401(k) Match. There are no other fringe benefits.

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Totals		40		950.00

Bob's Fringe Calcuation for Babcock's Music Shop:Cert Job is as follows:		Total Job	Per Hour
Health Insurance	$300 * $750/950 =	236.84	7.89
401(k) Match	$50 * $750/950 =	39.47	1.32
Vacation	80hrs/52wks * 30/40 hrs * $25 per hour =	28.85	0.96
Fringe Totals		305.16	10.17

To see a breakdown of the Fringe Rate Calculation per employee, see the Fringe Detail Worksheet.

The remaining columns show amount from the total paycheck, not just for this Job. If the employee works in multiple classifications for this job, their total check will be listed multiple times on one report, which seems strange but follows the instructions:

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W-2 Box 1 Gross wages for this payroll.

Social Security, Medicare, Federal Tax, State Tax
The total of these employee paid deductions from the paycheck.

Other
The sum of everything else that impacts Net Pay.

Net Pay
The Net Pay for the check.

Overtime and Double-time Overview

Overtime and Double-time require special handling on the report in several ways. First, it is possible to setup varying 'overtime factors' in QuickBooks, but they don't map neatly to RT, OT, and DT the way this report suggests they might.

Rules for placing items in these three buckets based on the Overtime Factor
The overtime Factor can be seen when setting up or editing Overtime payroll items. You can pick from 1.5, 2.0, or you can input your own rate. Here is how we decide where to put the items on this report:
OT Factor 0 = Regular Time
OT Factor < 1.5 = Regular Time (this is perhaps a shift differential but not Overtime.)
OT Factor >= 1.5 and < 2.0 = Overtime
OT Factor >= 2.0 = Double-time

Rules for placing Overtime and Double time in the correct work Classification.
In QuickBooks setup, employee setup, and on paychecks, you are expected to use an OT or DT item directly below the regular time item it For example, if you enter these items on an earnings table, QuickBooks will calculate the OT rates as shown for you:

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Overtime	52.50	5
Framing III	30.00	20
Overtime	45.00	4

In this case, the OT item is used at two different rates for different work classifications. QuickBooks automatically assigns the 'right' rate to each instance of the OT item based on the regular item above it.
On the resulting certified payroll report, you will see 5 OT hours associated with Roofing II and 4 hours with Framing III, even though the same OT item is used twice.
The only cases where you should actually see an OT item name in the Work Classification columns are:
1) The OT item is the only payroll earnings item in use on the paycheck.
2) The OT item is used first on the paycheck (which is incorrect to do.)

Interview Questions Overview

As you create a certified payroll report, you're asked several questions that have a bearing on the resulting report. Here, we'll discuss the key questions and their effect.

Getting Data from QuickBooks

The first of these dialogs is one that asks simply for a date. Note that a certified payroll report shows a payroll for one date, and a report is created for each date. When you enter the date, the Day of the Week is displayed next to it to help you pick a correct payroll date. You can use hot keys like + / - as well as the other typical hot keys like W/K, M/H, and Y/R.

After the connection to QuickBooks, another set of dialogs is displayed:

Employer Information

Is pulled from the current QuickBooks file and the user can update change it here.

Project Information

Project Name

This is a list of Customer:Jobs for the payroll on the selected date.

Name for report

Enter the Job name as you'd like to see it on the report. The default is the Customer:Job name.

Project/Contract #

Each Certified Payroll has a contract number. This is not tracked in QuickBooks and needs to be entered in the interview once for each Certified Payroll Job.

Project Payroll Week #

Starts with 1. For each week, the number should be increased (it's a counter used to reference the reports.)

Last Day of Work Week

This is calculated as you pick a Job using the Pay Period End Date from the checks. The largest date is displayed and can be changed if incorrect. When you press Next, it is used to get time data from QuickBooks for the pay week ending with this date. If there are multiple pay period end dates for this job for this payroll date, you'll see a warning to be careful.

Who will sign this form? and Title

Answers are used to pre-fill values on the Signature Page.

Fringe Benefits Paid

This is a list of Additions and Company Contributions from the paychecks in the current payroll. Items with a tax tracking type of "Fringe Benefits" (used for taxable finges) are pre-selected along with any items you selected last time you ran the report.

Include Sick & Vacation

If the employee is setup to accrue Sick or Vacation on their paychecks per paycheck, the accrued hours are used to calculate the value of that time and added to the Fringe amounts.
If employee is setup to accrue sick/vacation annually, then 1/52 of the annual amount is used.

Include SSNs and Employee Addresses

If you check this box, then the noted information is included on the resulting report.

Certified Payroll Report

Contractor PEGA JPS Utilities, LLC
24105 BRUSHLINE RD
EDINBURG, TX 78542
Tax ID 46-4770682

Project PEGA JPS Utilities, LLC:1005-HCDD1 Delta West Rural
24105 Brushline Road
Edinburg, TX 78542-0937

Project/Contract # 15-007-05-19B
Payroll Number 1
For Week Ending 8/2/2015

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day Mon 27	Tue 28	Wed 29	Thu 30	Fri 31	Sat 1	Sun 2	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Hinojosa, Felix 3617 Yandel Street Edinburg, TX 78542	231-85-6986	Hourly (Field)	RT	11.50	10.00	10.50	8.00				40.00	40.00	13.69	629.76	0.00	2008	835.16	51.78	12.11	37.00	0.00	0.00	100.89	734.27
			OT				4.00				4.00	4.00	20.54											
Saenz, Silvestre 9413 North Mile 13 1/2 West Mercedes, TX 78570	635-95-3269	Salary (Field)	RT	11.50	10.00	10.50	12.00				44.00	44.00	11.28	496.39	0.00	DD1277,DD1279	609.20	37.77	8.83	29.00	0.00	-13.55	62.05	547.15
Vela, Gilberto 11225 Taylor Lane Novasota, TX 77865	459-59-8225	Hourly (Field)	RT	11.50	10.00	10.50	8.00				40.00	40.00	10.10	464.60	0.00	2009	616.10	38.20	8.93	0.00	0.00	0.00	47.13	568.97
			OT				4.00				4.00	4.00	15.15											

Date: Aug-20, 2015

I, Pedro Saenz, Managing Member, do hereby state:

(1) That I pay or supervise the payment of the persons employed by PEGA JPS Utilities, LLC on the project PEGA JPS Utilities, LLC:1005-HCDD1 Delta West Rural; that during the payroll period commencing on Jul-27, 2015 and ending on Aug-02, 2015 all persons employed on the 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 PEGA JPS Utilities, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), 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 and 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, of 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
Pedro Saenz, Managing Member	Pedro Saenz

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.

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Hinojosa, Felix		54.00	15.47	835.16	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Hourly (Field)	44.00	13.69	629.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.69

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Saenz, Silvestre		54.00	11.28	609.20	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Salary (Field)	44.00	11.28	496.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.28

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Vela, Gilberto		54.00	11.41	616.10	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Hourly (Field)	44.00	10.10	464.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.10

Field-by-field Explanation of Calculations

Employee Name
The employee name. Optionally the address can also appear. The address is included on special requests to the employer for more information and is normally hidden for the employee's privacy.

ID or SSN
This field name changes based on the setting to include addresses & SSNs. If the label is ID, the last 4 digits of the SSN are displayed. If SSN, the entire SSN is included.

Work Classification
The prevailing wage for each job is based on the 'work classifications' for the Job. Each job has a prevailing wage schedule that should be followed. For example, the schedule might include "Workman 1, Workman 2, and Workman 3" and so on, though the codes will likely be more cryptic such as a number or letter-number code.

The payroll item names for regular time will appear in this column. For the report to work properly, you must pay employees using payroll items that represent work classifications.

Pay Type
Values are RT, OT, or DT for Regular Time, Overtime, and Double-time. See the section below on Overtime and Double-time and how they display on the report.

Hours worked by day
This section shows hours worked for the 7 days of the pay period. Certified Payrolls are always weekly payrolls. The 7-day period is calculated based on the week ending date from the interview presented before the report is created. In turn, the week ending date defaults to the largest pay period end date on the paychecks for the selected Job and can be overridden in the interview before the report is created.

The days of the month are displayed on the report, and must be used on conjunction with the "For Week Ending" date at the top of the report.

Timesheet Hours
The sum of hours from time records for this Job for the Work Classification and the pay rate.

Paid Hours
The sum of hours from the paychecks for this Job for the Work Classification and the pay rate. This should agree with the Timesheet hours. If it does not, then either the hours worked by day or the paycheck hours for this job may be inaccurate.

Pay Rate
The rate of pay from the paycheck for this work classification.

Job Gross Pay
The gross pay for this line on the report. Should equal the Paid Hours * Pay Rate.

Fringe Rate
The calculated rate per hour for the Fringe Benefits for hours worked on this job. Includes the fringe items selected in the interview and optionally the estimate dollar value of the Sick & Vacation accrued hours.

The calculation works like this:
Fringe Benefits Job Total =
Fringe Benefits * (Earnings for this Job/Total earnings) +
Accrued Sick Hours * (Hours for this Job/Total Hours) * Job Pay Rate +
Accrued Vacation * (Hours for this Job/Total Hours) * Job Pay Rate

Fringe Rate = Fringe Benefits Job Total / Job Hours

If the employee is setup to sick/vacation hours on each paycheck, then the actual accrued hours are used. If the employee is setup to accrue hours Per Year, then the annual amount / 52 weeks is used.

Fringe Rate Example
Mark works 40 hours one week, 10 for the Job "Abercrombie, Kristy:Kitchen" and 30 for the Job "Babcock's Music Shop:Cert", a Certified Payroll Job. He accrues 80 hours of Vacation per year, and his Employer pays $300 for health insurance per check using a Company Contribution item and also $50 for a 401(k) Match. There are no other fringe benefits.

Bob's Paycheck earnings table looks like this:

Payroll Item	Rate	Hours	Customer:Job	Amount
Hourly	20.00	10	Abercrombie, Kristy:Kitchen	200.00
WC 12345	25.00	30	Babcock's Music Shop:Cert	750.00
Totals		40		950.00

Bob's Fringe Calcuation for Babcock's Music Shop:Cert Job is as follows:		Total Job	Per Hour
Health Insurance	$300 * $750/950 =	236.84	7.89
401(k) Match	$50 * $750/950 =	39.47	1.32
Vacation	80hrs/52wks * 30/40 hrs * $25 per hour =	28.85	0.96
Fringe Totals		305.16	10.17

To see a breakdown of the Fringe Rate Calculation per employee, see the Fringe Detail Worksheet.

The remaining columns show amount from the total paycheck, not just for this Job. If the employee works in multiple classifications for this job, their total check will be listed multiple times on one report, which seems strange but follows the instructions:

Total Gross Pay
W-2 Box 1 Gross wages for this payroll.

Social Security, Medicare, Federal Tax, State Tax
The total of these employee paid deductions from the paycheck.

Other
The sum of everything else that impacts Net Pay.

Net Pay
The Net Pay for the check.

Overtime and Double-time Overview

Overtime and Double-time require special handling on the report in several ways. First, it is possible to setup varying 'overtime factors' in QuickBooks, but they don't map neatly to RT, OT, and DT the way this report suggests they might.

Rules for placing items in these three buckets based on the Overtime Factor
The overtime Factor can be seen when setting up or editing Overtime payroll items. You can pick from 1.5, 2.0, or you can input your own rate. Here is how we decide where to put the items on this report:
OT Factor 0 = Regular Time
OT Factor < 1.5 = Regular Time (this is perhaps a shift differential but not Overtime.)
OT Factor >= 1.5 and < 2.0 = Overtime
OT Factor >= 2.0 = Double-time

Rules for placing Overtime and Double time in the correct work Classification.
In QuickBooks setup, employee setup, and on paychecks, you are expected to use an OT or DT item directly below the regular time item it For example, if you enter these items on an earnings table, QuickBooks will calculate the OT rates as shown for you:

Item	Rate	Hours
Roofing II	35.00	20
Overtime	52.50	5
Framing III	30.00	20
Overtime	45.00	4

In this case, the OT item is used at two different rates for different work classifications. QuickBooks automatically assigns the 'right' rate to each instance of the OT item based on the regular item above it.
On the resulting certified payroll report, you will see 5 OT hours associated with Roofing II and 4 hours with Framing III, even though the same OT item is used twice.
The only cases where you should actually see an OT item name in the Work Classification columns are:
1) The OT item is the only payroll earnings item in use on the paycheck.
2) The OT item is used first on the paycheck (which is incorrect to do.)

Interview Questions Overview

As you create a certified payroll report, you're asked several questions that have a bearing on the resulting report. Here, we'll discuss the key questions and their effect.

Getting Data from QuickBooks

The first of these dialogs is one that asks simply for a date. Note that a certified payroll report shows a payroll for one date, and a report is created for each date. When you enter the date, the Day of the Week is displayed next to it to help you pick a correct payroll date. You can use hot keys like + / - as well as the other typical hot keys like W/K, M/H, and Y/R.

After the connection to QuickBooks, another set of dialogs is displayed:

Employer Information

Is pulled from the current QuickBooks file and the user can update change it here.

Project Information

Project Name

This is a list of Customer:Jobs for the payroll on the selected date.

Name for report

Enter the Job name as you'd like to see it on the report. The default is the Customer:Job name.

Project/Contract #

Each Certified Payroll has a contract number. This is not tracked in QuickBooks and needs to be entered in the interview once for each Certified Payroll Job.

Project Payroll Week #

Starts with 1. For each week, the number should be increased (it's a counter used to reference the reports.)

Last Day of Work Week

This is calculated as you pick a Job using the Pay Period End Date from the checks. The largest date is displayed and can be changed if incorrect. When you press Next, it is used to get time data from QuickBooks for the pay week ending with this date. If there are multiple pay period end dates for this job for this payroll date, you'll see a warning to be careful.

Who will sign this form? and Title

Answers are used to pre-fill values on the Signature Page.

Fringe Benefits Paid

This is a list of Additions and Company Contributions from the paychecks in the current payroll. Items with a tax tracking type of "Fringe Benefits" (used for taxable finges) are pre-selected along with any items you selected last time you ran the report.

Include Sick & Vacation

If the employee is setup to accrue Sick or Vacation on their paychecks per paycheck, the accrued hours are used to calculate the value of that time and added to the Fringe amounts.
If employee is setup to accrue sick/vacation annually, then 1/52 of the annual amount is used.

Include SSNs and Employee Addresses

If you check this box, then the noted information is included on the resulting report.

Certified Payroll Report

Contractor PEGA JPS Utilities, LLC
24105 BRUSHLINE RD
EDINBURG, TX 78542
Tax ID 46-4770682

Project PEGA JPS Utilities, LLC:1005-HCDD1 Delta West Rural
24105 Brushline Road
Edinburg, TX 78542-0937

Project/Contract # 15-007-05-19B
Payroll Number 1
For Week Ending 7/26/2015

				Hours Worked by Day																			
Employee Name	SSN	Work Classification	Pay Type	Mon 20	Tue 21	Wed 22	Thu 23	Fri 24	Sat 25	Sun 26	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Hinojosa, Felix 3617 Yandel Street Edinburg, TX 78542	231-85-6986	Hourly (Field)	RT	10.50	10.50	11.00	8.00				40.00	40.00	13.69	845.43	0.00	1996	845.43	52.42	12.26	38.00	0.00	0.00	102.68	742.75
			OT				3.00	11.50			14.50	14.50	20.54											
Saenz, Silvestre 9413 North Mile 13 1/2 West Mercedes, TX 78570	635-95-3269	Salary (Field)	RT	10.50	10.50	11.00	11.00	11.50			54.50	54.50	11.18	609.20	0.00	DD1267	609.20	37.77	8.83	29.00	0.00	0.00	75.60	533.60
Vela, Gilberto 11225 Taylor Lane Novasota, TX 77865	459-59-8225	Hourly (Field)	RT	10.50	10.50	11.00	8.00				40.00	40.00	10.10	623.68	0.00	1997	623.68	38.67	9.05	0.00	0.00	0.00	47.72	575.96
			OT				3.00	11.50			14.50	14.50	15.15											

Date: Aug-20, 2015

I, Pedro Saenz, Managing Member, do hereby state:

(1) That I pay or supervise the payment of the persons employed by PEGA JPS Utilities, LLC on the project PEGA JPS Utilities, LLC:1005-HCDD1 Delta West Rural; that during the payroll period commencing on Jul-20, 2015 and ending on Jul-26, 2015 all persons employed on the 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 PEGA JPS Utilities, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), 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 and 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, of 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
Pedro Saenz, Managing Member	Pedro Saenz
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.	

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Hinojosa, Felix		54.50	15.51	845.43	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Hourly (Field)	54.50	13.69	845.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.69

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Saenz, Silvestre		54.50	11.18	609.20	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Salary (Field)	54.50	11.18	609.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.18

Employee		Ttl Hours	Avg Rate	Gross Pay	Fringe Amt	Accrued Sick Hrs	Accrued Vac Hrs					
Vela, Gilberto		54.50	11.44	623.68	0.00	0.00	0.00					
	Classification	**Hours**	**Rate**	**Gross Pay**	**Fringe Amt**	**Accrued Sick Hrs**	**Accrued Vac Hrs**	**Accrued Sick**	**Accrued Vac**	**Ttl Fringe**	**Fringe Rate**	**Total Rate**
	Hourly (Field)	54.50	10.10	623.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.10

Field-by-field Explanation of Calculations

Employee Name
The employee name. Optionally the address can also appear. The address is included on special requests to the employer for more information and is normally hidden for the employee's privacy.

ID or SSN
This field name changes based on the setting to include addresses & SSNs. If the label is ID, the last 4 digits of the SSN are displayed. If SSN, the entire SSN is included.

Work Classification
The prevailing wage for each job is based on the 'work classifications' for the Job. Each job has a prevailing wage schedule that should be followed. For example, the schedule might include "Workman 1, Workman 2, and Workman 3" and so on, though the codes will likely be more cryptic such as a number or letter-number code.

The payroll item names for regular time will appear in this column. For the report to work properly, you must pay employees using payroll items that represent work classifications.

Pay Type
Values are RT, OT, or DT for Regular Time, Overtime, and Double-time. See the section below on Overtime and Double-time and how they display on the report.

Hours worked by day
This section shows hours worked for the 7 days of the pay period. Certified Payrolls are always weekly payrolls. The 7-day period is calculated based on the week ending date from the interview presented before the report is created. In turn, the week ending date defaults to the largest pay period end date on the paychecks for the selected Job and can be overridden in the interview before the report is created.

The days of the month are displayed on the report, and must be used on conjunction with the "For Week Ending" date at the top of the report.

Timesheet Hours
The sum of hours from time records for this Job for the Work Classification and the pay rate.

Paid Hours
The sum of hours from the paychecks for this Job for the Work Classification and the pay rate. This should agree with the Timesheet hours. If it does not, then either the hours worked by day or the paycheck hours for this job may be inaccurate.

Pay Rate
The rate of pay from the paycheck for this work classification.

Job Gross Pay
The gross pay for this line on the report. Should equal the Paid Hours * Pay Rate.

Fringe Rate
The calculated rate per hour for the Fringe Benefits for hours worked on this job. Includes the fringe items selected in the interview and optionally the estimate dollar value of the Sick & Vacation accrued hours.

The calculation works like this:

Fringe Benefits Job Total =
Fringe Benefits * (Earnings for this Job/Total earnings) +
Accrued Sick Hours * (Hours for this Job/Total Hours) * Job Pay Rate +
Accrued Vacation * (Hours for this Job/Total Hours) * Job Pay Rate

Fringe Rate = Fringe Benefits Job Total / Job Hours

If the employee is setup to sick/vacation hours on each paycheck, then the actual accrued hours are used. If the employee is setup to accrue hours Per Year, then the annual amount / 52 weeks is used.

Fringe Rate Example
Mark works 40 hours one week, 10 for the Job "Abercrombie, Kristy:Kitchen" and 30 for the Job "Babcock's Music Shop:Cert", a Certified Payroll Job. He accrues 80 hours of Vacation per year, and his Employer pays $300 for health insurance per check using a Company Contribution item and also $50 for a 401(k) Match. There are no other fringe benefits.

Bob's Paycheck earnings table looks like this:

Payroll Item	Rate	Hours	Customer:Job	Amount
Hourly	20.00	10	Abercrombie, Kristy:Kitchen	200.00
WC 12345	25.00	30	Babcock's Music Shop:Cert	750.00
Totals		40		950.00

Bob's Fringe Calcuation for Babcock's Music Shop:Cert Job is as follows:		Total Job	Per Hour
Health Insurance	$300 * $750/950 =	236.84	7.89
401(k) Match	$50 * $750/950 =	39.47	1.32
Vacation	80hrs/52wks * 30/40 hrs * $25 per hour =	28.85	0.96
Fringe Totals		305.16	10.17

To see a breakdown of the Fringe Rate Calculation per employee, see the Fringe Detail Worksheet.

The remaining columns show amount from the total paycheck, not just for this Job. If the employee works in multiple classifications for this job, their total check will be listed multiple times on one report, which seems strange but follows the instructions:

Total Gross Pay
W-2 Box 1 Gross wages for this payroll.

Social Security, Medicare, Federal Tax, State Tax
The total of these employee paid deductions from the paycheck.

Other
The sum of everything else that impacts Net Pay.

Net Pay
The Net Pay for the check.

Overtime and Double-time Overview

Overtime and Double-time require special handling on the report in several ways. First, it is possible to setup varying 'overtime factors' in QuickBooks, but they don't map neatly to RT, OT, and DT the way this report suggests they might.

Rules for placing items in these three buckets based on the Overtime Factor
The overtime Factor can be seen when setting up or editing Overtime payroll items. You can pick from 1.5, 2.0, or you can input your own rate. Here is how we decide where to put the items on this report:
OT Factor 0 = Regular Time
OT Factor < 1.5 = Regular Time (this is perhaps a shift differential but not Overtime.)
OT Factor >= 1.5 and < 2.0 = Overtime
OT Factor >= 2.0 = Double-time

Rules for placing Overtime and Double time in the correct work Classification.
In QuickBooks setup, employee setup, and on paychecks, you are expected to use an OT or DT item directly below the regular time item it For example, if you enter these items on an earnings table, QuickBooks will calculate the OT rates as shown for you:

Item	Rate	Hours
Roofing II	35.00	20
Overtime	52.50	5
Framing III	30.00	20
Overtime	45.00	4

In this case, the OT item is used at two different rates for different work classifications. QuickBooks automatically assigns the 'right' rate to each instance of the OT item based on the regular item above it.
On the resulting certified payroll report, you will see 5 OT hours associated with Roofing II and 4 hours with Framing III, even though the same OT item is used twice.
The only cases where you should actually see an OT item name in the Work Classification columns are:
1) The OT item is the only payroll earnings item in use on the paycheck.
2) The OT item is used first on the paycheck (which is incorrect to do.)

Interview Questions Overview

As you create a certified payroll report, you're asked several questions that have a bearing on the resulting report. Here, we'll discuss the key questions and their effect.

Getting Data from QuickBooks
The first of these dialogs is one that asks simply for a date. Note that a certified payroll report shows a payroll for one date, and a report is created for each date. When you enter the date, the Day of the Week is displayed next to it to help you pick a correct payroll date. You can use hot keys like + / - as well as the other typical hot keys like W/K, M/H, and Y/R.

After the connection to QuickBooks, another set of dialogs is displayed:

Employer Information
Is pulled from the current QuickBooks file and the user can update change it here.

Project Information

Project Name
This is a list of Customer:Jobs for the payroll on the selected date.

Name for report
Enter the Job name as you'd like to see it on the report. The default is the Customer:Job name.

Project/Contract #
Each Certified Payroll has a contract number. This is not tracked in QuickBooks and needs to be entered in the interview once for each Certified Payroll Job.

Project Payroll Week #
Starts with 1. For each week, the number should be increased (it's a counter used to reference the reports.)

Last Day of Work Week
This is calculated as you pick a Job using the Pay Period End Date from the checks. The largest date is displayed and can be changed if incorrect. When you press Next, it is used to get time data from QuickBooks for the pay week ending with this date. If there are multiple pay period end dates for this job for this payroll date, you'll see a warning to be careful.

Who will sign this form? and Title
Answers are used to pre-fill values on the Signature Page.

Fringe Benefits Paid
This is a list of Additions and Company Contributions from the paychecks in the current payroll. Items with a tax tracking type of "Fringe Benefits" (used for taxable finges) are pre-selected along with any items you selected last time you ran the report.

Include Sick & Vacation
If the employee is setup to accrue Sick or Vacation on their paychecks per paycheck, the accrued hours are used to calculate the value of that time and added to the Fringe amounts.
If employee is setup to accrue sick/vacation annually, then 1/52 of the annual amount is used.

Include SSNs and Employee Addresses
If you check this box, then the noted information is included on the resulting report.

CHANGE ORDER NO. 1

Project: Delta West Rural Development Drainage Improvements Project

DATE OF ISSUANCE: July 17, 2015 EFFECTIVE DATE: July 17, 2015

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

OWNER'S CONTRACT NO: HCDD1- 15-007-05-19B

CONTRACTOR: PEGA JPS Utilities, LLC
24105 Brushline Road
Edinburg, TX 78542-0937

ENGINEER: Jose N. Saldivar, P.E.
902 North Doolittle Road
Edinburg, TX 78542

You ar directed to make the following changes in the Contract Documents.

Description:
1. Concrete Collars for Manholes
2.
3.
4.
5.
6.

Reason for Change Order:
1. District General Manager recommendations
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
$ 196,404.00 ✓		Substantial Completion:	90 ✓ calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	0 calendar days
$			
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
$ 196,404.00 ✓		Substantial Completion:	90 ✓ calendar days or dates
Net increase(decrease) of this Change Order		Net increase(decrease) of this Change Order	0 calendar days
$ 1,700.00 ✓			
Contract Price with all approved Change Orders	(Net % increase(decrease) from original contract price.	Contract Time with all approved Change Orders	
$ 198,104.00 ✓	1.01%	Substantial Completion:	90 calendar days or dates

RECOMMENDED:
By: _____ Engineer (Authorized Signature)
Date: 7/23/15

APPROVED:
By: _____ Owner (Authorized Signature)
Date: 7/23/15

ACCEPTED:
By: _____ Contractor (Authorized Signature)
Date: July 17, 2015

CHECKLIST FOR DOCUMENTS REQUIRED FOR DRAINAGE PROJECT INVOICES

Contractor	PEGA JPS		Application No.	2
Precinct	HCOD1		Org. Contract Amount	196404.00
Project Number	15-007-05-198		Net Change by CO	1700.00
			Current Contract Price	198,104.00

ITEM	REQUIRED DOCUMENTS	DATE SUBMITTED	COMMENTS:
PRIOR TO PRE-CONSTRUCTION MEETING			
	Copy of Sealed Set of Construction Sheets (Plans)		
	Copy of Contract Signed and Executed		
WITHIN 10 DAYS AFTER PRE-CONSTRUCTION MEETING			
	Minutes of Meeting		
	Copy of Notice to Proceed		
	List of Material to be provided by District		
	Pre-Con Conference Sign in sheet		
	List of Vendors and Subcontractors		
	If no subcontractors will need letter stating that they will not be using any subcontractors		
CONSTRUCTION IN PROGRESS			
1	Application & Certification of Payment	8/25	
2	Schedule of Values	8/25	
3	TxDot Form252 Contract Time Statement	8/25	
4	Estimate Quantity update worksheet	8/25	
5	Monthly Update of List of Suppliers and Subcontractors	8/25	
6	Partial Waiver of Liens (Starting from Pay App No. 2)	8/25	
7	Payroll Report with signed Wage Form	8/25	
8	Copies of Change order (approved before pay request	8/25	
9	Copies of Notice to Suspend & Resume (if applicable)	N/A.	
SUBSTANTIAL COMPLETION			
	Written Notice Advising of Substantial Completion		
	Certificate of Substantial Completion with pending punch list		
COMPLETION OF PROJECT			
	Certificate of Construction Completion		
	General Contractor's Warranty		
	Contractors Affidavit of Release Waiver of Liens		
	Affidavit of Payment of Debts and Claims lien bond and indemnity bonds		
	Consent of Surety to Final Payment		
	Final Blue Prints		

Hidalgo County Drainage District No. 1

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

Invoice Processing Checklist/Routing Slip

Invoice/ Backup

Date Received: 8/26/2015

Engineer/Firm Name: PEGA JPS Utilities

Project Name/Number: Delta West Rural Dev.

Invoice No.: Application for Payment No. 2

Purchase Order No.:

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos Date: 8/26/15

Claudette Guerrero Date: 8/28/15 4:12 pm.

Total # of Pages Submitted: X 38 pg RA

Attachments:

Forwarded to: Jose N. Saldivar Date:

Forwarded to: Lora Briones Date:

Additional Comments: $63,949.50

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

AI -51550 **12.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series

A. Approval of Counter Offer acceptance and closing documents for parcels 18A and 49A in relation to J-09 drainage improvement project.

B. Request for issuance of manual check of offer to complete the transaction.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/25/2015 09:46 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM

Form Started By: Sylvia Sanchez Started On: 09/25/2015 08:46 AM

Final Approval Date: 09/25/2015

AI -51574 **13.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted For: Raul Sesin Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series:
Discussion and Approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District #1 and Hidalgo County. Interlocal will allow the District to reimburse the County for the Construction cost of Drainage Improvements within Heidelberg and Spanish Palms Subdivisions out of the Rural Drainage Development funds from Precinct #1, total cost is $390,416.70.

BACKGROUND

Interlocal will be provided during the Meeting on Tuesday

Fiscal Impact

Attachments

Exhibit A and B
legal
ICA

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/25/2015 04:42 PM
Final Approval	Monica Badillo	09/25/2015 05:21 PM
Form Started By: Lora Briones		Started On: 09/25/2015 04:07 PM
Final Approval Date: 09/25/2015		

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
	Drainage - Olive Ave.				
100	Preparing ROW	STA	12.75	$ 1,100.00	$ 14,025.00
168	Vegetative Watering	1000GAl	45.87	$ 15.00	$ 688.05
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.35	$ 3,000.00	$ 1,050.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	514	$ 16.00	$ 8,224.00
530	Driveway (Concrete 3000 PSI)	SY	55	$ 31.00	$ 1,705.00
464	15" RCP Culvert	LF	40	$ 24.00	$ 960.00
4378	15" HPP Culvert Pipe	LF	644	$ 12.00	$ 7,728.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	33	$ 4.00	$ 132.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	33	$ 1.00	$ 33.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	2	$ 600.00	$ 1,200.00
	Drainage Subtotal			**$**	**35,745.05**
	Drainage - Palm Ave. (South)				
100	Preparing ROW	STA	4.95	$ 1,100.00	$ 5,445.00
168	Vegetative Watering	1000GAl	16.2	$ 15.00	$ 243.00
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.12	$ 3,000.00	$ 360.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	198	$ 16.00	$ 3,168.00
530	Driveway (Concrete 3000 PSI)	SY	66	$ 31.00	$ 2,046.00
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	301.5	$ 12.00	$ 3,618.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	26	$ 4.00	$ 104.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	26	$ 1.00	$ 26.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
	Drainage Subtotal			**$**	**15,010.00**
	Drainage - Palm Ave. (North)				
100	Preparing ROW	STA	4.95	$ 1,100.00	$ 5,445.00
168	Vegetative Watering	1000GAl	18.51	$ 15.00	$ 277.65
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.14	$ 3,000.00	$ 420.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	200	$ 16.00	$ 3,200.00
530	Driveway (Concrete 3000 PSI)	SY	7	$ 31.00	$ 217.00
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	218	$ 12.00	$ 2,616.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	80	$ 4.00	$ 320.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	80	$ 1.00	$ 80.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	4	$ 600.00	$ 2,400.00
	Drainage Subtotal			**$**	**16,895.65**
	Drainage - Orange Grove Ave.				
100	Preparing ROW	STA	12.75	$ 1,100.00	$ 14,025.00
168	Vegetative Watering	1000GAl	32.53	$ 15.00	$ 487.95
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.25	$ 3,000.00	$ 750.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	860	$ 16.00	$ 13,760.00
530	Driveway (Concrete 3000 PSI)	SY	67	$ 31.00	$ 2,077.00
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	1015	$ 12.00	$ 12,180.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	62	$ 4.00	$ 248.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	62	$ 1.00	$ 62.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	4	$ 600.00	$ 2,400.00

LeFEVRE ENGINEERING
Texas Registered Engineering Firm

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
	Drainage Subtotal			$	**47,909.95**
	Drainage - Pino Ave.				
100	Preparing ROW	STA	13.47	$ 1,100.00	$ 14,817.00
529	24-Inch Conc. Laydown Curb	LF	830	$ 8.85	$ 7,345.50
168	Vegetative Watering	1000GAl	44	$ 15.00	$ 660.00
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.33	$ 3,000.00	$ 990.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	352	$ 16.00	$ 5,632.00
530	Driveway (Concrete 3000 PSI)	SY	206	$ 31.00	$ 6,386.00
464	15" RCP Culvert	LF	125	$ 24.00	$ 3,000.00
4378	15" HPP Culvert Pipe	LF	309	$ 12.00	$ 3,708.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	58	$ 4.00	$ 232.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	58	$ 1.00	$ 58.00
432	RIPRAP (CONC) (CL B) (4")	CY	6.7	$ 250.00	$ 1,675.00
465	Type "C" Grate Inlet	EA	1	$ 1,300.00	$ 1,300.00
465	4'X4' Conc. Junction Box With MH Enclosure	EA	1	$ 1,500.00	$ 1,500.00
467	Safety End Treatment	EA	2	$ 600.00	$ 1,200.00
	Drainage Subtotal			$	**48,503.50**
	Drainage - Magnolia Ave.				
100	Preparing ROW	STA	11.56	$ 1,100.00	$ 12,716.00
168	Vegetative Watering	1000GAl	52.32	$ 15.00	$ 784.80
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.4	$ 3,000.00	$ 1,200.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	167	$ 16.00	$ 2,672.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	262	$ 12.00	$ 3,144.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	113	$ 4.00	$ 452.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	113	$ 1.00	$ 113.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	4	$ 600.00	$ 2,400.00
	Drainage Subtotal			$	**25,401.80**
	Drainage - Garcia St.				
100	Preparing ROW	STA	9.36	$ 1,100.00	$ 10,296.00
168	Vegetative Watering	1000GAl	39.74	$ 15.00	$ 596.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.3	$ 3,000.00	$ 900.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	323	$ 16.00	$ 5,168.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	281	$ 12.00	$ 3,372.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	85	$ 4.00	$ 340.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	85	$ 1.00	$ 85.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
	Drainage Subtotal			$	**20,757.10**
	Drainage - Linden Ave. (West)				
100	Preparing ROW	STA	2.9	$ 1,100.00	$ 3,190.00
168	Vegetative Watering	1000GAl	14.45	$ 15.00	$ 216.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.11	$ 3,000.00	$ 330.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	61	$ 16.00	$ 976.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	72	$ 12.00	$ 864.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	94	$ 4.00	$ 376.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	94	$ 1.00	$ 94.00
432	RIPRAP (CONC) (CL B) (4")	CY	1	$ 250.00	$ 250.00
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -

LeFEVRE ENGINEERING
Texas Registered Engineering Firm F-11722

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	5	$ 600.00	$ 3,000.00
	Drainage Subtotal			**$**	**11,216.75**
	Drainage - Linden Ave. (East)				
100	Preparing ROW	STA	4.28	$ 1,100.00	$ 4,708.00
168	Vegetative Watering	1000GAl	17.87	$ 15.00	$ 268.05
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.14	$ 3,000.00	$ 420.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	156	$ 16.00	$ 2,496.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	157	$ 12.00	$ 1,884.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	66	$ 4.00	$ 264.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	66	$ 1.00	$ 66.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
	Drainage Subtotal			**$**	**10,106.05**
	Drainage - Monte Circle Ave.				
100	Preparing ROW	STA	10	$ 1,100.00	$ 11,000.00
168	Vegetative Watering	1000GAl	47.74	$ 15.00	$ 716.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.44	$ 3,000.00	$ 1,320.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	509	$ 16.00	$ 8,144.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	120	$ 24.00	$ 2,880.00
4378	15" HPP Culvert Pipe	LF	390	$ 12.00	$ 4,680.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	164	$ 4.00	$ 656.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	164	$ 1.00	$ 164.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	6	$ 600.00	$ 3,600.00
	Drainage Subtotal			**$**	**33,160.10**
	Drainage - Walnut Ave.				
100	Preparing ROW	STA	11.56	$ 1,100.00	$ 12,716.00
168	Vegetative Watering	1000GAl	50.45	$ 15.00	$ 756.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.38	$ 3,000.00	$ 1,140.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	261	$ 16.00	$ 4,176.00
530	Driveway (Concrete 3000 PSI)	SY	29	$ 31.00	$ 899.00
464	15" RCP Culvert	LF	120	$ 24.00	$ 2,880.00
4378	15" HPP Culvert Pipe	LF	340	$ 12.00	$ 4,080.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	144	$ 4.00	$ 576.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	144	$ 1.00	$ 144.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	6	$ 600.00	$ 3,600.00
	Drainage Subtotal			**$**	**30,967.75**
				2GS, LLC	
	DRAINAGE TOTAL			**$**	**295,673.70**

LeFEVRE ENGINEERING
Texas Registered Engineering Firm F-11722

EXHIBIT B

Spanish Palms Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Spanish Palms Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
Spanish Palms Subdivision Drainage Breakdwon					
1-2	Preperation of Right of Way	LS	1	$ 30,000.00	$ 30,000.00
2-5	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place	SY	503	$ 40.00	$ 20,120.00
2-6	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	440	$ 16.00	$ 7,040.00
2-7	4-inch Concrete Rip Rap according to the plans and specifications; complete in place	SY	84	$ 40.00	$ 3,360.00
2-8	Connect to Existing Grate Inlets according to the plans and specifications; complete in place	EA	4	$ 550.00	$ 2,200.00
2-9	Furnish and Install Type 'M' Junction Box w/ Manhole Enclosure according to the plans and specifications; complete in place	EA	1	$ 2,500.00	$ 2,500.00
2-10	Furnish and Install 15-inch HPP according to the plans and specifications; complete in place	LF	1175	$ 12.00	$ 14,100.00
2-11	Furnish and Install 18-inch HPP according to the plans and specifications; complete in place	LF	192	$ 14.00	$ 2,688.00
2-12	Furnish and Install Biodegradable Log according to the plans and specifications; complete in place	LF	247	$ 4.00	$ 988.00
2-13	Remove and Dispose Biodegradable Log according to the plans and specifications; complete in place	LF	247	$ 1.00	$ 247.00
2-14	Fertilizer, Vegetative Watering an Seeding according to the plans and specifications; complete in place	LS	1	$ 11,500.00	$ 11,500.00
DRAINAGE TOTAL				**$**	**94,743.00**

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

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

ICA Hidalgo County and HCDD/31 Drainage Improvements Prct. 1

From : Stephen L. Crain <scrain@atlashall.com> Mon, Sep 28, 2015 02:17 PM

Subject : ICA Hidalgo County and HCDD/31 Drainage Improvements Prct. 1 2 attachments

To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Good Afternoon Monica:
As per Mr. Crain, the attached is to placed on the County Agenda for tomorrow. If you have any questions, please call our office.

Thank you,
Marynel

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

Atlas Hall Rodriguez

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Atlas Hall Rodriguez

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Heidelberg Subdivisiona and Spanis Palms Subdivision Drainage Improvements.pdf
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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2015 by and between HIDALGO COUNTY, acting by and through Precinct 1 of Hidalgo County, Texas hereinafter referred to as "County", and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Heidelberg Subdivision and Spanish Palms Subdivision located in Precinct 1 are both in need of certain drainage improvements to ultimately allow storm water to outfall into the District's drainage system (the "Drainage Improvements");

WHEREAS, the Drainage Improvements consist of roadside ditches, culvert pipes and inlets;

WHEREAS, County has contracted with a third party contractor being 2GS, LLC to construct the Drainage Improvements as well as certain other work to both such subdivisions;

WHEREAS, District pursuant to its statutory authority is responsible for proper drainage in Hidalgo County; and

WHEREAS, the majority of the storm water that enters into the Drainage Improvements empties into the District's drainage system;

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

1. District agrees to contribute to Precinct 1 an amount not to exceed the total sum of Two Hundred Ninety Five Thousand Six Hundred Seventy Three and seventy one hundredths Dollars($295,673.71) for the Drainage Improvements for Heidelberg Subdivision as more particularly described in Exhibit A and the sum of Ninety Four Thousand Seven Hundred Forty Three and no one Hundredths ($94,743.00) for the Drainage Improvements to Spanish Palm Subdivision as more particularly described in Exhibit B attached hereto.

2. District shall contribute the sums described in numbered paragraph 1 against receipt of invoice from County and after the inspection and acceptance of the

Drainage Improvements work performed in Heidelberg Subdivision and Spanish Palms Subdivision.

3. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

4. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

5. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by both parties, and not otherwise.

6. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. 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. Gov't. Code Ann. Section 271.903.

7. **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.

8. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written

notice delivered in accordance herewith:

If to Hidalgo County:	County of Hidalgo Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to District:	Hidalgo County Drainage District No. 1 Attention: Chair, Board of Directors 900 N. Doolittle Road Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and Irrigation District in accordance with its terms.

15. **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.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chair, Board of Directors

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been contracted with a third party contractor of a proposed Drainage Improvements project to Heidelberg Subdivision and Spanish Palms Subdivision located in Precinct 1 are both in need of certain drainage improvements to ultimately allow storm water to outfall into the District's drainage system (the "Drainage Improvements"); and County jurisdiction through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on _____, 2015 the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
Drainage Subtotal				**$**	**47,909.95**
Drainage - Pine Ave.					
100	Preparing ROW	STA	13.47	$ 1,100.00	$ 14,817.00
529	24-Inch Conc. Laydown Curb	LF	830	$ 8.85	$ 7,345.50
168	Vegetative Watering	1000GAl	44	$ 15.00	$ 660.00
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.33	$ 3,000.00	$ 990.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	352	$ 16.00	$ 5,632.00
530	Driveway (Concrete 3000 PSI)	SY	206	$ 31.00	$ 6,386.00
464	15" RCP Culvert	LF	125	$ 24.00	$ 3,000.00
4378	15" HPP Culvert Pipe	LF	309	$ 12.00	$ 3,708.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	58	$ 4.00	$ 232.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	58	$ 1.00	$ 58.00
432	RIPRAP (CONC) (CL B) (4")	CY	6.7	$ 250.00	$ 1,675.00
465	Type "C" Grate Inlet	EA	1	$ 1,300.00	$ 1,300.00
465	4'X4' Conc. Junction Box With MH Enclosure	EA	1	$ 1,500.00	$ 1,500.00
467	Safety End Treatment	EA	2	$ 600.00	$ 1,200.00
Drainage Subtotal				**$**	**48,503.50**
Drainage - Magnolia Ave.					
100	Preparing ROW	STA	11.56	$ 1,100.00	$ 12,716.00
168	Vegetative Watering	1000GAl	52.32	$ 15.00	$ 784.80
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.4	$ 3,000.00	$ 1,200.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	167	$ 16.00	$ 2,672.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	262	$ 12.00	$ 3,144.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	113	$ 4.00	$ 452.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	113	$ 1.00	$ 113.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	4	$ 600.00	$ 2,400.00
Drainage Subtotal				**$**	**25,401.80**
Drainage - Garcia St.					
100	Preparing ROW	STA	9.36	$ 1,100.00	$ 10,296.00
168	Vegetative Watering	1000GAl	39.74	$ 15.00	$ 596.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.3	$ 3,000.00	$ 900.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	323	$ 16.00	$ 5,168.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	281	$ 12.00	$ 3,372.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	85	$ 4.00	$ 340.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	85	$ 1.00	$ 85.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
Drainage Subtotal				**$**	**20,757.10**
Drainage - Linden Ave. (West)					
100	Preparing ROW	STA	2.9	$ 1,100.00	$ 3,190.00
168	Vegetative Watering	1000GAl	14.45	$ 15.00	$ 216.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.11	$ 3,000.00	$ 330.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	61	$ 16.00	$ 976.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	72	$ 12.00	$ 864.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	94	$ 4.00	$ 376.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	94	$ 1.00	$ 94.00
432	RIPRAP (CONC) (CL B) (4")	CY	1	$ 250.00	$ 250.00
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	5	$ 600.00	$ 3,000.00
	Drainage Subtotal			**$**	**11,216.75**
	Drainage - Linden Ave. (East)				
100	Preparing ROW	STA	4.28	$ 1,100.00	$ 4,708.00
168	Vegetative Watering	1000GAI	17.87	$ 15.00	$ 268.05
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.14	$ 3,000.00	$ 420.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	156	$ 16.00	$ 2,496.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	157	$ 12.00	$ 1,884.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	66	$ 4.00	$ 264.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	66	$ 1.00	$ 66.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
	Drainage Subtotal			**$**	**10,106.05**
	Drainage - Monte Circle Ave.				
100	Preparing ROW	STA	10	$ 1,100.00	$ 11,000.00
168	Vegetative Watering	1000GAI	47.74	$ 15.00	$ 716.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.44	$ 3,000.00	$ 1,320.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	509	$ 16.00	$ 8,144.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	120	$ 24.00	$ 2,880.00
4378	15" HPP Culvert Pipe	LF	390	$ 12.00	$ 4,680.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	164	$ 4.00	$ 656.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	164	$ 1.00	$ 164.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	6	$ 600.00	$ 3,600.00
	Drainage Subtotal			**$**	**33,160.10**
	Drainage - Walnut Ave.				
100	Preparing ROW	STA	11.56	$ 1,100.00	$ 12,716.00
168	Vegetative Watering	1000GAI	50.45	$ 15.00	$ 756.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.38	$ 3,000.00	$ 1,140.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	261	$ 16.00	$ 4,176.00
530	Driveway (Concrete 3000 PSI)	SY	29	$ 31.00	$ 899.00
464	15" RCP Culvert	LF	120	$ 24.00	$ 2,880.00
4378	15" HPP Culvert Pipe	LF	340	$ 12.00	$ 4,080.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	144	$ 4.00	$ 576.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	144	$ 1.00	$ 144.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	6	$ 600.00	$ 3,600.00
	Drainage Subtotal			**$**	**30,967.75**
				2GS, LLC	
	DRAINAGE TOTAL			**$**	**295,673.70**

September 22, 2015

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

EXHIBIT B

Spanish Palms Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Spanish Palms Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
Spanish Palms Subdivision Drainage Breakdwon					
1-2	Preperation of Right of Way	LS	1	$ 30,000.00	$ 30,000.00
2-5	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place	SY	503	$ 40.00	$ 20,120.00
2-6	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	440	$ 16.00	$ 7,040.00
2-7	4-inch Concrete Rip Rap according to the plans and specifications; complete in place	SY	84	$ 40.00	$ 3,360.00
2-8	Connect to Existing Grate Inlets according to the plans and specifications; complete in place	EA	4	$ 550.00	$ 2,200.00
2-9	Furnish and Install Type 'M' Junction Box w/ Manhole Enclosure according to the plans and specifications; complete in place	EA	1	$ 2,500.00	$ 2,500.00
2-10	Furnish and Install 15-inch HPP according to the plans and specifications; complete in place	LF	1175	$ 12.00	$ 14,100.00
2-11	Furnish and Install 18-inch HPP according to the plans and specifications; complete in place	LF	192	$ 14.00	$ 2,688.00
2-12	Furnish and Install Biodegradable Log according to the plans and specifications; complete in place	LF	247	$ 4.00	$ 988.00
2-13	Remove and Dispose Biodegradable Log according to the plans and specifications; complete in place	LF	247	$ 1.00	$ 247.00
2-14	Fertilizer, Vegetative Watering an Seeding according to the plans and specifications; complete in place	LS	1	$ 11,500.00	$ 11,500.00
DRAINAGE TOTAL				$	**94,743.00**

September 22, 2015

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

AI -51520 **14.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of final negotiated Professional Services Agreement with L&G Engineering as it relates to Material Testing Services (on call on an as needed basis) for projects within Hidalgo County Pct. 2, 3, 4 and HCDD1 Master Drainage System. Approved for negotiations by HCDD1 Board of Directors on August 18, 2015.

B.) Pursuant to the Boards approval of Professional Services Agreement with L&G Engineering requesting approval of Work Authorization No. 1 in the amount of $32,329.83 as it relates to On Call Construction Material Testing Services for Tower Rd. and Mile 17 1/2 Drainage Improvements Project.

BACKGROUND

Fiscal Impact

Attachments

Professional Agreement

WA No. 1

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/24/2015 08:36 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM
Form Started By: Jaime Salazar		Started On: 09/23/2015 05:28 PM
Final Approval Date: 09/25/2015		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

C-

THIS AGREEMENT is made effective the ___day of _____, **2015** by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1, TEXAS,** ("District") and **L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING** of **Mercedes**, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the District is vested with the responsibility of providing "**CONSTRUCTION MATERIALS TESTING SERVICES" (on call on an as needed basis)** for projects within **HIDALGO COUNTY PRECINCT NO. 2, PRECINCT NO. 3, PRECINCT NO. 4** and **HIDALGO COUNTY DRAINAGE DISTRICT NO 1 MASTER DRAINAGE SYSTEM** (the "Services");

WHEREAS, the District has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the District requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the District by providing the Services;

WHEREAS, District has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 2, Precinct No. 3, Precinct No. 4 and Hidalgo County Drainage District No 1 Master Drainage System**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, District and Laboratory do mutually agree as follows:

1. Scope of Services. The District will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by District." Laboratory agrees to provide to District with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of **two (2) years**, effective _____, 2015 and will expire_____, 2017 or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the District with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the District and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, District shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The District has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the

performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The District retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the District finds it necessary to require changes in completed work because of errors made by the Laboratory, the District shall require the Laboratory to correct the work at no cost to the District and without amendment to the Agreement. If the changes are made at the request of the District and are not due to errors of the Laboratory, the District will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the District in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any District or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the District shall be delivered to and become the property of the District. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the District without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the District under this Agreement.

8. Suspension of Work. Should District desire to suspend the work under this Agreement, but not terminate this Agreement, the District shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the District to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the District and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the District to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the District and Laboratory. If the District suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

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

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

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the District shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the District or the Laboratory.

The Laboratory shall promptly advise the District in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County Drainage District No 1 policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this

Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County Drainage District No 1, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County Drainage District No 1, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's Drainage District No 1 civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the District. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. District may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for District in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish District a certificate issued by the insurer that such insurance is in full force and effect.

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

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of District.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by District. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by District, or if Laboratory fails to comply with any conditions in this Agreement, then District shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by District of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and Laboratory, and not otherwise.

20. Venue. 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.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify District from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:
Hidalgo County Drainage District No 1
Attention: Raul Sesin, PE, CFM General Manager
Floodplain Administrator
902 North Doolittle Road
Edinburg, Texas 78542

If to Laboratory:
L&G Engineering
Attention: Jacinto Garza, PE, President
2100 West Expwy 83
Mercedes, Texas 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. 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.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by District and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the District shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a

continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

30. Immunities. Nothing in this Agreement is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1, TEXAS

By: _____
Ramon Garcia
CHAIRMAN OF THE BOARD

LABORATORY:

By: _____

Printed Name Jacinto Garza, P.E.

Title: President

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

By:_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the District
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Contract Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

Approved by Board of Directors on: _____, 2015

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES POOL PROCUREMENT FORM
HIDALGO COUNTY DRAINAGE DISTRICT NO.1

Name and Address of Firm:	L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570
Principals of Firm and Titles:	Jacinto Garza, P.E. - CEO/President Armando Sandoval, P.E. - Vice President
Firm's Registration No.:	

Area of Specialization:

X	Civil Engineering		Mechanical Engineering
X	Structural Engineering	X	Environmental Engineering
X	Geotechnical Engineering		Electrical Engineering
X	CMT/Construction Material Testing	X	Highway Engineering
			MEP Engineering (Mech/Elec/Plumb)

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: Refer to Section II of this SOQ
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: Refer to Section II of this SOQ
Project #2:
Project #3:
Project #4:

Submitted By:	L&G Engineering
Signature:	

EXHIBIT A

-Scope of Services to be provided by the District

EXHIBIT A

Scope of Services to be provided by the District

The following provides an outline of the services to be provided by the DISTRICT in the development of Projects.

General:

The DISTRICT will provide to the LABORATORY the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design LABORATORY.
2) Payment for work performed by the LABORATORY and accepted by the DISTRICT in accordance with Article 3 of this Agreement.
3) Assistance to the LABORATORY, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the LABORATORY cannot easily obtain.
4) Provide any available relevant data the DISTRICT may have on file concerning the projects.
5) Provide timely review and decisions in response to the LABORATORY's request for information and/or required submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by LABORATORY.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction LABORATORY.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 1 – CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

The LABORATORY will provide engineering and support services (Inspection & Observation) during the construction of the Project or portions of the Project approved by the DISTRICT.

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the DISTRICT 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 (08/10) or Project Plans and Specifications (or as directed by the DISTRICT). 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) Any additional laboratory testing as required/requested by the DISTRICT and the project plans and specifications.

(g) Providing accurate and timely reports to the DISTRICT and all/other recipients as designated by the DISTRICT.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the DISTRICT.

If required, the LABORTORY shall provide to the DISTRICT, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The LABORATORY will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
CMT	Mercedes Office
Inspection	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).

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

1) Attend the DISTRICT'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the DISTRICT during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the DISTRICT and/or project design Laboratory.
5) Furnish the DISTRICT all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the DISTRICT on construction and maintenance projects.

B. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with DISTRICT specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and CMT reports prepared under this Agreement shall become the property of the DISTRICT upon completion of the work and payment in full of all monies due to the LABORATORY.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the DISTRICT within a reasonable time.

EXHIBIT C

-Laboratory's Contract Rates

EXHIBIT "C"
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2014

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15	Contract Rate *FY 16
Principal	$ -	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40	$ 217.74
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16	$ 180.41
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98	$ 152.42
Engineer (III) - Project Engineer	$ 43.00	$ 129.86	$ 133.76
Engineering Lab Manager	$ 34.00	$ 102.68	$ 105.76
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64	$ 99.54
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60	$ 93.32
Project Inspector (V)	$ 28.00	$ 84.56	$ 87.10
Record Keeper	$ 27.00	$ 81.54	$ 83.99
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52	$ 80.88
Project Inspector (I)	$ 22.00	$ 66.44	$ 68.43
CADD Operator / GIS Analyst	$ 22.00	$ 66.44	$ 68.43
Admin/Clerical	$ 20.00	$ 60.40	$ 62.21
Soil & AggregateTechnician	$ 17.00	$ 51.34	$ 52.88
Concrete Technician	$ 17.00	$ 51.34	$ 52.88
Asphalt Technician	$ 17.00	$ 51.34	$ 52.88
Negotiated Overhead Rate: **169.26%** Negotiated Profit Rate: **12.00%** Multiplier: **3.02**	Contract Rates include labor, overhead, and profit.		

Other Direct Expenses:	Cost:
Lodging	$85/night
Meals	$36/day
Mileage	$0.56/mile
Car Rental	$75.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	2015	2016
Mobilization (Drill Rig and Crew)	$441.66/Day	$454.91/Day
Stand-By Time	$194.18/Hr.	$200.01/Hr
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.	$5.72/Ea.
Soil Boring / Solid Stem	$31.08/Lf	$32.01/Lf
Soil Boring / Hollow Stem	$31.08/Lf	$32.01/Lf
Soil Boring / Mud Rotary	$31.08/LF	$32.01/Lf
Mileage (Logger-Soil Tech)	$.55/Mi.	$.55/Mi.
Support Truck	$1.65/Mi.	$1.70/Mi.
Piezometer / Monitoring Well	**By Quote**	**By Quote**

Soil Testing	2015	2016
Moisture Content Determination - ASTM D2216/Tex-103-E	$10.55/Ea.	$10.87/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$53.15/Ea.	$54.74/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$53.37/Ea.	$54.97/Ea.
Atterberg Limits of Soils - ASTM D 4318/Tex-106-E	$79.66/Ea.	$82.05/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$66.47/Ea.	$68.46/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$95.76/Ea.	$98.63/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$66.47/Ea.	$68.46/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$477.96/Ea.	$492.30/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$518.40/Ea.	$533.95/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$212.59/Ea.	$218.97/Ea.
Standard Proctor - ASTM D 698	$205.82/Ea.	$211.99/Ea.
Modified Proctor - ASTM D 1557	$212.50/Ea.	$218.88/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$23.91/Ea.	$24.63/Ea.
Determination of Soil pH - Tex-128-E	$86.40/Ea.	$88.99/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$159.44/Ea.	$164.22/Ea.
Resistivity of Soils - Tex-129-E	$96.65/Ea.	$99.55/Ea.
Sulfate Content of Soils - Tex-145-E	$86.40/Ea.	$88.99/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$232.55/Ea.	$239.53/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$350.00/Ea.	$360.50/Ea.
Unconfined Compression-Soil - ASTM D 2166	$49.95/Ea.	$51.45/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$53.27/Ea.	$54.87/Ea.
Consolidation Test - ASTM D 2435	$521.51/Ea.	$537.16/Ea.

Coarse & Fine Aggregate Quality Testing	2015	2016
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$59.73/Ea.	$61.52/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$72.27/Ea.	$74.44/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$85.00/Ea.	$87.55/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$13.31/Ea.	$13.71/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$46.50/Ea.	$47.90/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$46.50/Ea.	$47.90/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$46.50/Ea.	$47.90/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$46.50/Ea.	$47.90/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$72.99/Ea.	$75.18/Ea.
L.A. Abrasion - ASTM C13/ Tex-410-A	$564.55/Ea.	$581.49/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$564.55/Ea.	$581.49/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$66.47/Ea.	$68.46/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$13.25/Ea.	$13.65/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**		

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Sand Equivalent - ASTM D 2419/Tex-203-F	$72.99/Ea	$75.18/Ea
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$79.67/Ea.	$82.06/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$46.50/Ea.	$47.90/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$15.95/Ea.	$16.43/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$60.00/Ea.	$61.80/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$80.00/Ea.	$82.40/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$86.40/Ea.	$88.99/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality	**2015**	**2016**
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$90.00/Ea.	$92.70/Ea.
Asphalt Content - Tex-236-F	$90.00/Ea.	$92.70/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$110.00/Ea.	$113.30/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$86.40/Ea.	$88.99/Ea.
Indirect Tensile Strength Test - Tex-226-F	$600.00/Ea.	$618.00/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$15.00/Ea.	$15.45/Ea
Lab Molded Density - Tex-207-F	$80.00/Ea.	$82.40/Ea.
Hamburg Wheel Tracker - Tex-242-F	$900.00/Ea.	$927.00/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$66.47/Ea.	$68.46/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$88.45/Ea.	$91.10/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$73.04/Ea.	$75.23/Ea.
In-Place Air Voids - Tex-207-F	$25.00/Ea.	$25.75/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$90.00/Ea.	$92.70/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$232.48/Ea.	$239.45/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$39.86/Ea.	$41.06/Ea.
Segregation Profile - Tex-207-F (Part V)	$300.00/Ea.	$309.00/Ea.
Joint Density - Tex-207-F (Part VII)	$300.00/Ea.	$309.00/Ea.
Tack Coat Adhesion - Tex-243-F	$100.00/Ea.	$103.00/Ea.
Thermal Profile - Tex-244-F	$175.00/Ea.	$180.25/Ea.
Ride Quality - Tex-1001-S	**By Quote**	**By Quote**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	$498.08/Ea.	$513.02/Ea.

Concrete/Masonry Field & Laboratory Testing	**2015**	**2016**
Temperature Test (Fresh Mix Conc.) - Tex-422-A	No Charge	No Charge
Slump Test - ASTM C 143/Tex-415-A	No Charge	No Charge
Air Content (Pressure Method) - ASTM C 138/Tex-416-A	$23.86/Ea.	$24.58/Ea.
Air Content (Volumetric) - ASTM C 173	$26.56/Ea.	$27.36/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	No Charge	No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	$12.00/Ea.	$12.36/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$15.92/Ea.	$16.40/Ea.
Casting of Grout Prisms - ASTM C 1019	No Charge	No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$33.23/Ea.	$34.23/Ea.
Casting of Mortar Cubes - ASTM C 780	No Charge	No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$32.48/Ea.	$33.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$232.41/Ea.	$239.38/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$232.41/Ea.	$239.38/Ea.

***(In Conjunction w/ Field Inspection)**

CONTRACT RATES

Miscellaneous Testing	**2015**	**2016**
Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.00/Ea.	$25.75/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$20.00/Ea.	$20.60/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.00/Ea.	$25.76/Ea.

Engineering Review, Evaluation, Management & Administration		
Test Report	$23.59/Ea.	$24.30/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage.....	.55/Mi.	.55/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
Agreement #C-00-00-00

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide_____.

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

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

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager

BY:_____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____(approval date)___ as indicated below and effective as of _____ day of _____, 2015.

THE LABORATORY:

_____
By:

HIDALGO COUNTY DRAINAGE DISTRICT NO 1

_____
Ramon Garcia
CHAIRMAN OF THE BOARD

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

By:_____

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ___ ____ day of _____ **20**___ concerning Laboratorying for _____ ____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

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

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

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

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

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO 1

BY:_____
Ramon Garcia
CHAIRMAN OF THE BOARD

LIST OF ATTACHMENTS

(as required)

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

*By:*_____

EXHIBIT F

-Certificates of Insurance

Exhibit F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Continental Casualty Insurance Co.	20443
	INSURER C : Gemini Insurance Co.	10833
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2015	07/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2015	07/19/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6016425631	07/23/2015	07/23/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-01	07/19/2015	07/19/2016	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as additional insured on the General Liability and Automobile policies and provided with a waiver of subrogation in their favor on the General Liability, Automobile and Workers Compensation policies as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Drainage District No. 1. 902 N Doolittle Edinburg, TX 78541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RUBY CASAS INSURANCE AGENCY 702 N Closner Blvd Edinburg, TX 78541	CONTACT NAME: PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246 E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com
INSURED L&G CONSULTING ENGINEERS, INC DBA L&G ENGINEERING 2100 W EXPRESSWAY 83 MERCEDES, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: TRUCK INSURANCE EXCHANGE — 21709 INSURER B: FARMERS INSURANCE EXCHANGE — 21652 INSURER C: MID CENTURY INSURANCE COMPANY — 21687 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	Y	Y	605850941	07/19/2015	07/19/2016	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE POLICY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 902 NORHT DOOLITTLE EDINBURG, TX 78541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
Agreement #C-

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Consulting Engineers, Inc. professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide On-Call CMT Services for the Tower Rd. and Mile 17 ½ Drainage Improvements Project.

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

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

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $32,329.83. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager

BY:_____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on 9-15-2015 as indicated below and effective as of _____ day of _____, 2015.

THE LABORATORY:

_____
By: Jacinto Garza, P.E.
President / C.E.O.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1:

_____
Ramon Garcia
CHAIRMAN OF THE BOARD

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

By:_____

ATTACHMENTS:
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Laboratory
Exhibit C – Omitted
Exhibit D – Cost Proposal

EXHIBIT A

Scope of 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 Projects.

General:

The OWNER will provide to the LABORATORY the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design LABORATORY.
2) Payment for work performed by the LABORATORY and accepted by the OWNER in accordance with Article 3 of this Agreement.
3) Assistance to the LABORATORY, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the LABORATORY cannot easily obtain.
4) Provide any available relevant data the OWNER may have on file concerning the projects.
5) Provide timely review and decisions in response to the LABORATORY's request for information and/or required submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by LABORATORY.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction LABORATORY.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 1 – CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the OWNER 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 (08/10) or Project Plans and Specifications (or as directed by the OWNER). 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) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.

(g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the OWNER.

If required, the LABORTORY shall provide to the OWNER, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The LABORATORY will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
CMT	Mercedes Office
Inspection	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).

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the OWNER on construction and maintenance projects.

B. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and CMT reports prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the LABORATORY.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the OWNER within a reasonable time.

Exhibit "D"
L&G Engineering
Tower Road & Mile 17 1/2 Rd. Area Drainage Improvements
Prepared for Hidalgo County Drainage District No. 1

In-Situ Soils Testing-Laboratory-Fill Existing Ditch					
ASTM D-698 Proctor	2	Ea.	$205.82	$411.64	*Alternate Bid No. 2*
Atterberg Limits of Soils	2	Ea.	$79.66	$159.32	*Fill Existing Ditch*
Material Finer #200	2	Ea.	$66.47	$132.94	*2576 Cubic Yards*
Test Report	2	Ea.	$23.59	$47.18	*250 linear feet*
Technician (Soil & Aggregate)	6	Hr.	$51.34	$308.04	*1 test per 400 cubic yards*
Mileage	60	Mi.	$0.56	$33.60	
			Subtotal:	$1,092.72	
In-Situ Soils Testing-Field -Fill Existing Ditch					
					Alternate Bid No. 2
Field Density Test (Nuclear)	8	Ea.	$23.91	$191.28	*Fill Existing Ditch*
Test Report	4	Ea.	$23.59	$94.36	*2576 Cubic Yards*
Technician (Soil & Aggregate)	12	Hr.	$51.34	$616.08	*250 linear feet*
Mileage	120	Mi.	$0.56	$67.20	*1 test per 400 cubic yards*
			Subtotal:	$968.92	
Treated Backfill Sand Testing-Laboratory (Bedding, Initial and Final Backfill)					
ASTM D-698 Proctor	4	Ea.	$205.82	$823.28	*Quantity Based On 4 visits*
Atterberg Limits of Soils	4	Ea.	$79.66	$318.64	*to obtain*
% Finer than No. 200	4	Ea.	$66.47	$265.88	*samples of bedding material*
Partical Size Analysis (Gradation)	4	Ea.	$95.76	$383.04	*initial and final backfill*
Test Report	4	Ea.	$23.59	$94.36	*materials and*
Technician (Soil & Aggregate)	12	Hr.	$51.34	$616.08	*perform*
Mileage	160	Mi.	$0.56	$89.60	*laboratory testing*
			Subtotal:	$2,590.88	
Treated Backfill Sand Soils Testing-Field (Bedding, Initial and Final Backfill)					
Field Density Test (Nuclear)	60	Ea.	$23.91	$1,434.60	*Quantity Based On*
Test Report	15	Ea.	$23.59	$353.85	*15 site visits to*
Technician (Soil & Aggregate)	45	Hr.	$51.34	$2,310.30	*perform compaction*
Mileage	450	Mi.	$0.56	$252.00	*testing*
			Subtotal:	$4,350.75	*average cover of 2.5'*
Flexible Base (Caliche) Open Cut and Restore Areas-Driveways -Testing-Laboratory					
TxDOT Proctor (114-E)	1	Ea.	$212.59	$212.59	*Quantity based*
Atterberg Limits of Soils	1	Ea.	$79.66	$79.66	*on 1 site visit to*
Sieve Analysis (Dry)(4 Sieve)	1	Ea.	$95.76	$95.76	*obtain sample*
Texas Wet Ball Mill	1	Ea.	$232.55	$232.55	*for laboratory*
Technician (Soil & Aggregate)	4	Hr.	$51.34	$205.36	*testing*
Test Report	2	Ea.	$23.59	$47.18	*of 9 locations*
Mileage	30	Mi.	$0.56	$16.80	
			Subtotal:	$889.90	
Flexible Base (Caliche) Open Cut and Restore Areas-Driveways-Field Testing and Monitoring					
Field Density Test (Nuclear)	40	Ea.	$23.91	$956.40	
Test Report	16	Ea.	$23.59	$377.44	*Quantities based on*
Technician (Soil & Aggregate)	48	Hr.	$51.34	$2,464.32	*Sixteen (16) visits to perform*
Mileage	480	Mi.	$0.56	$268.80	*in-place testing*
			Subtotal:	$4,066.96	

Hot Mix Asphalt Paving-Pavement Repair Areas					
Extraction/Sieve Analysis/%Asphalt	2	Ea.	$232.48	$464.96	*Quantities based on two (2) visists to perform aspalt rolling patterns*
Lab Molded Density	6	Ea.	$80.00	$480.00	
Asphalt Rolling Pattern (Nuclear)	4	Ea.	$39.86	$159.44	
Maximum Theoretical SPG (Rice)	2	Ea.	$90.00	$180.00	
Field Coring/ACP Thickness	8	Ea.	$66.47	$531.76	*and one visit to perform thickness coring and air void testing*
In-Place Air Voids	8	Ea.	$25.00	$200.00	
Technician (Asphalt)	24	Hr.	$51.34	$1,232.16	
Mileage	90	Mi.	$0.56	$50.40	
Test Report	6	Ea.	$23.59	$141.54	
			Subtotal:	$3,440.26	
Concrete Placement - Curb and Gutter Repairs, Rip Rap and Concrete Driveways					
Air Content (Pressure Method)	8	Ea.	$23.86	$190.88	*Assuming 8 Placements on Curb & Gutter Repair Rip Rap and other Concrete Driveways*
Test Report	8	Ea.	$23.59	$188.72	
Technician (Concrete)	24	Hr.	$51.34	$1,232.16	
Mileage	240	Mi.	$0.56	$134.40	
			Subtotal:	$1,746.16	
Cylindrical Spec. Prep, Hold, Cure	32	Ea.	$12.00	$384.00	*Quantities based on sample pickup an deliver to laboratory for Compression Testing*
Compressive Str. Of Cyl. Specimen	32	Ea.	$15.92	$509.44	
Test Reports (7 and 28 day)	16	Ea.	$23.59	$377.44	
Technician (Concrete)	24	Hr.	$51.34	$1,232.16	
Mileage	240	Mi.	$0.56	$134.40	
			Subtotal:	$2,637.44	

Estimated Field and Laboratory Test Fees			**$21,783.99**
Admin./Clerical (Test Reports)(Hr.)	36	$60.40	$2,174.40
Eng. Lab Manager (Report Review)(Hr.)	36	$102.68	$3,696.48
Engineer-Project (Report Review)(Hr.)	36	$129.86	$4,674.96
Estimated Construction Materials Testing Total			**$32,329.83**

AI -51522 **15.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to purchase (1) 6" Godwin Diesel pump on Road Going Trailer to include hoses, adapters and PM Service Kits from Xylem through the District's membership with HGAC Contract No. CM02-15 in the amount of $42,657.66.

BACKGROUND

Fiscal Impact

Attachments

Xylem quote

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/24/2015 08:36 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM
Form Started By: Jaime Salazar		Started On: 09/23/2015 05:48 PM
Final Approval Date: 09/25/2015		

2029 North Lexington Blvd.
Corpus Christi, TX 78409
Tel: 361-879-0031
Fax: 361-879-0044
www.godwinpumps.com

September 3, 2015

Mr. Jaime Salazar
Hidalgo County Drainage District #1
902 North Doolittle Road
Edinburg, TX 78541-7470

Phone: 956-318-2641
Email: jaime.salazar@hcdd1.org

RE: HGAC IT4 - CD150M
Sale Quotation 121006481

Dear Mr. Salazar:

Godwin Pumps, a Xylem Brand, is pleased to provide the following HGAC sale quotation for your review.

If, after review, you have any questions please give me a call. Thank you for your interest in Godwin Pumps of America's products and service.

Sincerely,

Jonathan Cantu
Outside Sales Representative

JC / sf

2029 North Lexington Blvd.
Corpus Christi, TX 78409
Tel: 361-879-0031

xylem Let's Solve Water
godwin FLYGT

SALE QUOTATION

HGAC CM02-15

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
		Contract Items:		
A	2	6" x 50' Heavy Duty Orange Layflat Hose with Godwin QD Fittings	$ 796.00	$ 1,592.00
B	1	6" x 20' Black Water Suction Hose with Godwin QD Fittings	457.00	457.00
C	1	6" x 10' Black Water Suction Hose with Godwin QD Fittings	337.00	337.00
D	1	6" One Piece Suction Screen with Male Godwin QD Fittings	191.00	191.00
E	1	6" Female Godwin QD x 6" 150# Flange Adapter	203.00	203.00
F	1	6" Male Godwin QD x 6" 150# Flange Adapter	271.00	271.00
G	1	6" Godwin QD O-ring	9.00	9.00
		Open Market Items:		
A	1	Godwin Dri-Prime CD150M Diesel Pump • 6" 150# Flange Suction and Discharge • John Deere 4045T290-IT4 Diesel Engine • on a Road Going Trailer • Electric Brakes - 3" Pintle, • Lights - DOT Standard	$ 38,300.00	$ 38,300.00

***With purchase of above pump(s) we recommend that you also purchase the PM Service Kit(s) listed below:**

1	KTCD150MRS20 CD150M Diesel 1-2 yr Spares Kit	1,209.00	1,209.00
1	KT4045T290FK01 Deere JD4045T290 Open Filter Kit	88.66	88.66

Net Sale Total with Recommended PM Service Kits $ 42,657.66

NET SALE TOTAL	**$ 41,360.00**
DELIVERY CHARGE	**$ 300.00**

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 90 days. All prices quoted in US dollars.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

Lessor/Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

OWNERSHIP: FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE LESSOR AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF SUPPLIER'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

ACCEPTANCE/MODIFICATION: Customer's notice to proceed or possession of the goods shall be deemed agreement to and acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Lessor/Supplier and the Customer. No modification of this Contract shall be binding upon Lessor/Supplier unless such modifications are in writing and signed by both parties.

SHIPMENT: Customer shall obtain goods at Lessor's/Supplier's facility unless Lessor/Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Lessor/Supplier, prices are exclusive of the costs thereof, and unless different terms are stated by Lessor/Supplier in this Contract, all prices are F.O.B. Supplier's facility.

REMOVAL: Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Lessor, which shall not be unreasonably withheld.

RENTAL CHARGES: Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Lessor. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made for any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, or week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Supplier four (4) full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Lessor's facility and all handling and transportation charges to and from Lessor's facility, unless otherwise specified herein, shall be paid by Customer.

CREDIT/PAYMENT TERMS: Credit terms are subject to the approval of Supplier's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

INSURANCE: Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of $1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and must state that Lessor is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not.

LOSS/DAMAGES: Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Lessor's pick-up receipt for rental goods shall not be construed as Lessor's final clearance to Customer. Customer may be invoiced separately for loss or damages to goods.

OPERATION/INSPECTION: Customer agrees to operate the equipment in accordance with the manufacturer's manuals and instructions. Customer further agrees to place a competent operator in charge of the equipment. The operator shall be responsible for conducting a personal inspection of the equipment to reveal any apparent defects in the equipment and shall immediately notify Lessor of such defects to allow for repair or replacement of the equipment at Lessor's sole discretion. Customer shall operate the equipment at Customer's own risk.

SERVICE/MAINTENANCE: Customer shall be responsible for all fuel and add oils necessary to operate the equipment, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 250 hours of running time, which can be provided by Lessor/Supplier for an additional charge. For rentals, Lessor shall have the right to enter the premises where the rental equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Lessor reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment and return it in the same condition as when received, normal wear and tear accepted, or to pay for any repairs that may be necessary, including cleaning.

WARRANTY: EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, LESSOR/SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR/SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) , WHICH LESSOR/SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, BY THE OPERATION, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE EQUIPMENT, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK. THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.

LIMITATION OF LIABILITY: LESSOR/SUPPLIER LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS CONTRACT OR $100, WHICHEVER IS GREATER. UNDER NO CIRCUMSTANCES SHALL LESSOR/SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

DEFAULT/DAMAGES: If Customer is in breach of or default in any terms and conditions of this Contract, Lessor/Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the equipment and return it to Lessor's/Supplier's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Lessor/Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms and conditions of this Contract.

JURISDICTION/VENUE: This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Lessor/Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Lessor/Supplier, at its option, may prosecute collections where debts accrue.

WAIVER: Lessor's/Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

SEVERABILITY: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.

AI -51529 **16.**

DRAINAGE DISTRICT

Meeting Date: 09/29/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Concurrence and approval of Hidalgo County Regional Mobility Authority / TxDOT Roadway Improvement project:
CSJ: 0220-01-023 US 281 (Military Road) And BSIF Connector.

BACKGROUND

Fiscal Impact

Attachments

plans

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/25/2015 09:36 AM
Final Approval	Monica Badillo	09/25/2015 05:21 PM
Form Started By: Jaime Salazar		Started On: 09/24/2015 09:27 AM
Final Approval Date: 09/25/2015		

100% SUBMITTAL

US 281 MILITARY ROAD

DATE: 7/15/2015 11:20:21 AM
FILE: c:\projectwise\dannenbaum-hcrma\workdir\jose.vasquez\dms28863\SH365_0033_TITLEBORD.dgn

COUNTY HIDALGO PROJ. NO.
HWY. NO. US 281 LETTING DATE
DATE ACCEPTED

INDEX DATA
SHEET ON PAGE 2

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____
HCRMA DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS :

PILAR RODRIGUEZ, P.E. DATE
EXECUTIVE DIRECTOR

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

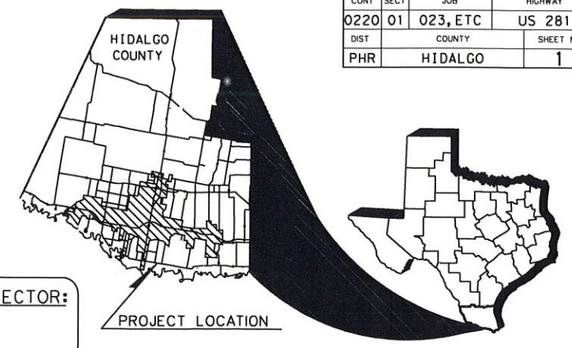
PLANS OF PROPOSED ROADWAY IMPROVEMENT

CSJ : 0220 - 01 - 023, ETC.

FEDERAL AID PROJECT NO. US 281: CBI 1502(587)
FEDERAL AID PROJECT NO. BSIF CONNECTOR: CC 921-2-337

US 281 (MILITARY ROAD) AND BSIF CONNECTOR

FEDERAL AID PROJECT NO.			
US281: CBI1502(587) BSIF CONNECTOR: CC921-2-337			
CONT	SECT	JOB	HIGHWAY
0220	01	023, ETC	US 281
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		1



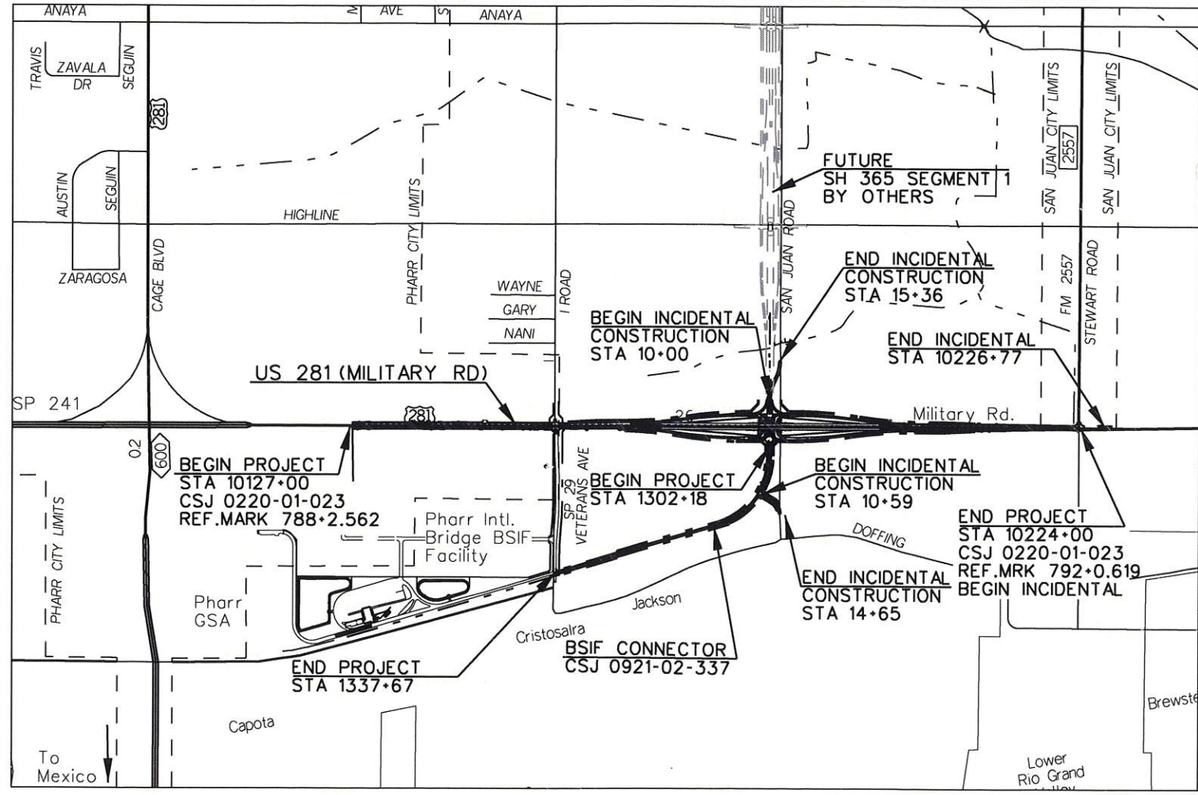
PROJECT LENGTH: US 281
ROADWAY: 9408 FT = 1.78 Mi.
BRIDGE: 292 FT = 0.06 Mi.
TOTAL: 9700 FT = 1.84 Mi.

LIMITS: US 281 (MILITARY RD)
FROM: 0.47 MILES EAST OF SP 600
US 281 (SOUTH CAGE BLVD)
TO: FM 2557 (SOUTH STEWART ROAD)

PROJECT LENGTH: BSIF CONNECTOR
ROADWAY: 3549 FT = 0.67 Mi.
BRIDGE: 0 FT = 0.00 Mi.
TOTAL: 3549 FT = 0.67 Mi.

LIMITS FOR BSIF CONNECTOR:
FROM: US 281 (MILITARY RD)
TO: SP 29 (VETERANS RD)

CONSTRUCTION Of WIDENING TO 4 LANE DIVIDED URBAN, ETC.
CONSISTING OF GRADING, CONCRETE PAVEMENT, ASPHALT, LIME TREATED SUBGRADE, FLEXIBLE BASE, CULVERT STRUCTURES, BRIDGE, RIPRAP, SIGNING, DELINEATION, AND PAVEMENT MARKINGS



SCALE: 1"=1 MI.

LEGEND
— — CITY LIMITS

LOCAL ENTITIES

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
CONCURRENCE : DATE :
NAME TITLE

CITY OF PHARR
CONCURRENCE : DATE : 7-16-15
NAME TITLE Mayor

HIDALGO COUNTY IRRIGATION DISTRICT #2
CONCURRENCE : DATE : 9/8/15
NAME TITLE General Mgr.

HIDALGO COUNTY JUDGE
CONCURRENCE : DATE :
NAME TITLE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1109 NOLANA LOOP, STE 280 MCALLEN, TX 78504 (956) 682-3677

TEDSI INFRASTRUCTURE GROUP
TEDSI Consulting Engineers
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

PROJECT DATA

DESIGN SPEED:
45 mph - BSIF Connector ~ STA. 1302+18 TO STA. 1337+67
60 mph - US 281 ~ STA. 10127+00 TO STA. 10224+00

REGISTERED ACCESSIBILITY SPECIALIST (RAS) TDLR INSPECTION NOT REQUIRED

ADT
2015 - 28,600
2035 - 39,600

FUNCTION CLASS
BSIF CONNECTOR ~ LOCAL CONNECTOR
US 281 ~ PRINCIPAL ARTERIAL

BRIDGE
STA. 10180+85.92 TO STA. 10183+77.92

EXCEPTIONS: NONE
RAILROAD CROSSINGS: NONE
EQUATIONS: NONE

RECOMMENDED FOR LETTING : 07-15-15
DANNENBAUM PMC PROJECT MANAGER

SUBMITTED FOR LETTING : 07-15-15
TEDSI PROJECT ENGINEER

SUBMITTED FOR LETTING : 7/29/15
TxDOT ADVANCED PLANNING/ PROJECT MANAGEMENT SUPERVISOR

RECOMMENDED FOR LETTING : 7/29/15
TxDOT DISTRICT ENGINEER

APPROVED FOR LETTING : 7-16-15
HCRMA EXECUTIVE DIRECTOR