

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
February 16, 2016
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held 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 -53395

A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a Professional Service;

B.) Requesting approval for the District to negotiate a Professional (Appraisal and/or Appraisal Review Services) Contract with Leonel Garza Jr. & Associates, LLC from the District's pre-approved pool of qualified Appraisers for the provision of Professional Appraisal Services and/or Appraisal Review Services for (on an as needed basis) Hidalgo County Drainage District No.1.

C.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a Professional Service;

D.) Requesting approval for the District to negotiate a Professional (Appraisal and/or Appraisal Review Services) Contract with Appraisal Haus from the District's pre-approved pool of qualified Appraisers for the provision of Professional Appraisal Services and/or Appraisal Review Services for (on an as needed basis) Hidalgo County Drainage District No. 1.

7. AI -53397 Requesting approval of final negotiated Letter of Engagement with Burton, McCumber & Cortez, LLP as it relates to RFQ No.: HCDD1-15-012-12-11 "Financial Audit Services". Approved for negotiations by HCDD1 Board of Directors on January 5, 2016.

8. AI -53401 Requesting approval to advertise for RFB No.: HCDD1-16-007-03-23A "Sale or Exchange, Removal and Hauling of Fill Dirt/Loose Materials From J-09 Project located North of Monte Cristo Between Wallace Rd. and North Main Drain Approx. 1/4 Mile East of Jackson Rd.

9. AI -53404 2013 BOND SERIES

A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Urban Infrastructure Group, Inc. as it relates to Pct. 1 - Mile 13 1/2 and 1015 area Drainage Improvement Project. Approved for negotiations by the HCDD1 Board of Directors on January 19, 2016.

B.) Pursuant to the Boards Approval of Professional Agreement with Urban Infrastructure Group requesting approval of Work Authorization No. 1 in the amount of $47,951.57, Engineering Services for Pct. 1 - Mile 13 1/2 and 1015 area Drainage Improvement Project.

C.) Pursuant to the Boards Approval of Professional Agreement with Urban Infrastructure Group requesting approval of Work Authorization No. 2 in the amount of $6,320.00, Surveying Services for Pct. 1 - Mile 13 1/2 and 1015 area Drainage Improvement Project.

10. AI -53393 2013 BOND SERIES
Requesting approval to advertise for RFB No.: HCDD1-16-006-03-23 "J-09 Drain Improvements Phase II Construction Rio Grand Care Rd. to North Main Drain".

11. AI -53414 2013 Bonds
Budget 365-Rural Drainage Development
Pct.1

Request approval to issue payment on the following items:

A. Application for Payment No. 4 in the amount of $7,884.00 from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers related to Construction Contract No. HCDD1-15-006-06-02A.

Project Engineer: Eulalio Ramirez, P.E. , Quintanilla Headley & Associates PO#627160.

B. Acceptance of Certificate of Substantial Completion from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers related to Construction Contract No. HCDD1-15-006-06-02A. Date of Issuance: 01-13-16.

C. Acceptance of Certificate of Construction Completion from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers related to Construction Contract No. HCDD1-15-006-06-02A. Date of Issuance: 01-15-16.

12. AI -53433 2013 Bonds
Budget 365-Rural Drainage Development
Pct.1

Request approval to issue payment on the following item:

A. Application for Retainage Release in the amount of $24891.20 from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers related to Construction Contract No. HCDD1-15-006-06-02A.

Project Engineer: Eulalio Ramirez, P.E. -Quintanilla Headley & Associates
PO#627160.

13. AI -53434 2013 Bonds
Budget 365-Rural Drainage Development
Pct.4

Approval to issue payment on the following item:

A. Application for Retainage Release in the amount of $58,278.60 from PEGA JPS Utilities, LLC related to Contract No. HCDD1-Pct.4 Tower Road & Mile 17 1/2 Road Drainage Improvement.

Project Engineer: Jose Noe Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525

B. Acceptance of Certificate of Construction Completion from PEGA JPS Utilities, LLC related to Contract No. HCDD1-Pct.4 Tower Road & Mile 17 1/2 Road Drainage Improvement. Date of Issuance: 12-22-2015.

14. AI -53438 2013 Bonds
Budget 300-J-09 Project
Pct.4

Approval to issue payment on the following item:

Invoice No. 2015-22 in the amount of $37,007.58 from Hidalgo County Precinct No. 4 for reimbursement of labor, machine hours and fuel related to the construction of the J-09 Project.

Project Engineer: Tedsi Infrastructure Group.

15. AI -53439 2013 Bonds
Budget 365-Rural Drainage Development
Pct.4

Approval to issue payment in the amount of $178,452.46 to Hidalgo County Urban County Program for District's direct share of construction cost from the original amount of $367,452.46 as per Interlocal Agreement approved by Board on November 10, 2015.

Closed Session:

16. 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**

17. **Open Session:**

A. **Real Estate Acquisition**

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

Closed Session:

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

Open Session:

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

20. **Adjourn**

AI -53395 6.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

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BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/11/2016 04:53 PM
Final Approval	Monica Badillo	02/12/2016 05:37 PM

Form Started By: Jaime Salazar Started On: 02/11/2016 04:13 PM

Final Approval Date: 02/12/2016

AI -53397 7.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

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letter of engagment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/12/2016 08:29 AM
Final Approval	Monica Badillo	02/12/2016 05:37 PM

Form Started By: Jaime Salazar Started On: 02/11/2016 04:46 PM

Final Approval Date: 02/12/2016

BMC

Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

205 Pecan Boulevard
McAllen, Texas 78501-2354
Telephone 956/618-2300
Facsimile 956/618-2333
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Offices In:
Brownsville
McAllen
Matamoros

January 29, 2016

Hidalgo County Drainage District No. 1
Ramon Garcia, Chairman of the Board and
To the Board of Directors
902 N. Doolittle Road
Edinburg, Texas 78542

We are pleased to confirm our understanding of the services we are to provide the Hidalgo County Drainage District No. 1(District) for the years ended December 31, 2015 and 2016.

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the District as of and for the years ended December 31, 2015 and 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

2) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1) Schedule of Expenditures of Federal Awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Uniform Guidance (OMB Circular A-133), *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility

as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the District in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.*

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued

with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Also, you will assist in the copy of any pertinent information necessary for our files and will assist in the preparation of select audit schedules as required. To the extent that any of the information necessary for us to complete our audit is not submitted to us timely, you understand that such delays could cause delays in the overall completion of the audit.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Burton, McCumber & Cortez, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton McCumber & Cortez, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the District's cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ricky Longoria is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our estimates of the fees to complete the audit for each of the years for which we are engaged are set forth below.

	2015	2016
Financial Statement Audit	$ 85,000	$ 85,000
Single Audit	$ 15,000	$ 15,000

Our estimated fees for the years described above assume that there will be no significant changes to the operations of the District, professional standards pertaining to accounting or auditing matters or unforeseeable events. If significant changes are noted, we will meet with management and discuss these changes and we will derive a new fee estimate for your consideration and approval.

Our invoices for these fees will be rendered each month as work progresses and are payable within 30 days after receipt of the invoice by you. In accordance with our firm polices, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out of pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate based on the hourly rates listed below.

Experience Level	Hourly Rate
Partner	$ 275
Manager	$ 165
Supervisor/In-Charge	$ 120
Staff	$ 80

Our audit engagement ends on delivery of our audit report for any one year. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. Accordingly, this engagement includes only those services specifically described in this letter. Costs and time spent on legal matters or proceedings arising from our engagement, such as subpoenas, testimony or consultation involving private litigation, arbitration or government regulatory inquiries at your request of by subpoena, will be billed separately.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our peer review was included in our response to the District's Request for Qualifications pertaining to this engagement. In addition, a copy of our peer review can be read on-line at www.aicpa.org.

If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portion.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BURTON MCCUMBER & CORTEZ, LLP

Ricky Longoria, CPA, CFE
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Hidalgo County Drainage District No. 1.

By_____ _____
Ramon Garcia, Chairman of the Board Date

AI -53401 8.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to advertise for RFB No.: HCDD1-16-007-03-23A "Sale or Exchange, Removal and Hauling of Fill Dirt/Loose Materials From J-09 Project located North of Monte Cristo Between Wallace Rd. and North Main Drain Approx. 1/4 Mile East of Jackson Rd.

BACKGROUND

Fiscal Impact

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Final Approval	Monica Badillo	02/12/2016 05:37 PM

Form Started By: Jaime Salazar Started On: 02/11/2016 05:44 PM

Final Approval Date: 02/12/2016

AI -53404 9.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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2013 BOND SERIES

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BACKGROUND

Fiscal Impact

Attachments

UIG Professional Agreement

UIG WA No. 1

UIG WA No. 2

Form Review

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Budget & Management	Veronica Ortiz	02/12/2016 10:42 AM
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THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the **"Owner"**, and Urban Infrastructure Group, Inc. professional **Engineer**s, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for Pct. 1 – Mile 13 ½ and 1015 area Drainage Improvement Project **"Project"** hereinafter referred to as the **""Project"**".

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

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

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

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **"Project"** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement and the **Engineer** will provide professional management and **Engineering** services identified in **EXHIBIT "B"-** ***Services to Provided by the Engineer, attached hereto and made a part of this agreement.***

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

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

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

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

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

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

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

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

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

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

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

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

3.1 Termination Date. This Agreement shall terminate on **February 12, 2019** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

Termination Date by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

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

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

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

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

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

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the **"Project"** and prosecute the work to

completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

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

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

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

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

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

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

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

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

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

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

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

5.1 ***Basic Services.*** For and in consideration of the Basic Services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the Owner to the Engineer for Basic Services, subject to adjustment in accordance with Article 6.1 herein, is equal to eight percent 8% of the construction cost of the Project, as mutually-agreed between the Owner and the Engineer and more particularly defined in Article 6.1 herein, (hereinafter referred to as the "Basic Services Fee"), plus up to an additional one-half percent (0.5%) if the Engineer furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in EXHIBIT "D2"

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

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of **"Project"** site **Engineer**, resident **Engineer** and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **"Project"**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or

inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

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

ARTICLE 6. Method of Payment.

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

meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

(1)Construction Cost-An estimated construction cost will be developed for each phase of the Project, and be updated throughout engineering (advance planning, final design and plans and specifications) development. A construction cost will be mutually agreed between the Owner and the Engineer in writing at the time of submittal of the final plans and specifications to the Owner (the "Final Estimated Construction Cost"). A fee will be calculated as eight percent (8%) of the Final Estimated Construction Cost ("Preliminary Basic Services Fee"). After the Project is constructed, and the final actual construction cost of the Project is determined, the Preliminary Basic Services Fee will be as follows:

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

(b) If the final actual construction cost of the Project is less than the Final Estimated Construction Cost, the Basic Services Fee for engineering shall be eight percent (8%) of the final actual construction cost. Any amount due to Owner as a result of the final actual construction cost being less than the Final Estimated Construction Cost shall be paid to Owner within thirty (30) days.

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

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

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

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

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **"Project"** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

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

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **"Project",** as required through the course of the development to the

"Project". The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

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

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

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

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

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

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

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

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed

additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

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

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

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

10.3 "Project" Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be

considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of "Project" Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **"Project"** to enable it to the reduce the construction cost of the **"Project"** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **"Project"**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **"Project"**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **"Project"**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **"Project"** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **"Project"** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.**

All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **"Project",** including but not limited to additions to or completion of the **"Project".** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional **Engineer**, shall be made in accordance with the Texas **Engineering** practice Act and the Rules of the State Board of Registration for Professional **Engineer**s.

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

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

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

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

deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

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

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **"Project"** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the

Owner's employees may conceive, make or discover during the course of or as a result of work on this **"Project"** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **"Project",** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **"Project"** has been completed.

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **"Project"** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **"Project"**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **"Project"**, and the improvements when built in accordance therewith, conform to

all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

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

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

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **"Project",** the **Engineer** represents, covenants and agrees that the **PS&E** of the **"Project"** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **"Project"** will conform to its foreseeable use as a **"Project"** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **"Project";** that the result of such **PS&E**, if

built in accordance therewith, will be suitable for purposes for which the **"Project"** is designed; and the **"Project"** will be inspected in a workmanlike, professional manner and will be suitable for the **"Project"'s** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **"Project"**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

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

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

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

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent,

or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **"Project"** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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

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

including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

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

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

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of***

the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

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

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

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

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

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

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

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to,

such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

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

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

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

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

ENGINEER: Urban Infrastructure Group, Inc.
PO Box 729
Donna, Texas 78537

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the _____ day of _____, 2016.

ENGINEER:

BY: _____
Craig A. Gonzalez, P.E., President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

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

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **"Project"**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **"Project"** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **"Project"** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

MILE 13 ½ AND 1015 AREA DRAINAGE IMPROVEMENT PROJECT

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* 2 - 3
EXPANDED DESCRIPTION OF SERVICES: 3 -19

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development 4
(1) Project Development Schedule 4
(2) Construction Estimate 4
(3) Quality Control/Quality Assurance Program 4
(4) Subcontract Administration 4
(5) Funding Sources 4
(6) Capital Improvement Program 5
(7) Management/Coordination of Engr. Activities 5
(8) Implementation of QC/QA Program 5

(B) Preliminary Engineering 5
(1) Preliminary Concept Conference 5
(2) Managerrient/CoordinationotEugr. Activities 6
(3) Implementation of QC/QA Program 6
(4) Preparation of *"Preliminary Engineering Report"* 6
(5) Coordination with all Reviewing Agencies 6

(C) Final Design 6
(1)"Design Policy & Procedures Manual" 6
(2) Design Concept Conference 7
(3) Management/Coordination of Engr.Activities 7
(4) Implementation of QC/QA Program 7

(D) Construction Management 7
(1) *"Construction Management Policy &Procedures Manual"*
(2) Construction Bidding 7
(3) Owner's Representative 8.
(4) Defects and Deficiencies 8
(5) Progress Reports 8
(6) Contractor Payment 8
(7) Project Site Management 8
(8) Implementation of QC/QA Program 9
(9) Change Orders 9
(10) Final Acceptance 9

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required by Federal Agencies) 10

(2) Field Surveying & Photogrammetry (if not provided by Owner) 11

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering 12
(1) Preliminary Field Surveying 12
(2) Data Collection 12
(3) Geographical Information System 13
(4) Hydrologic Analysis 13
(5) Hydraulic Analysis 14
(6) Flood Plain Mapping 14
(7) Alternate Solutions & Recommendations 15
(8) Final Report — *"Preliminary Engineering Report"* 15

(13) Final Design 15
(1) Right-of-Way Data 15
(2) Design Field Surveying 16
(B) Final Design, continued 16
(3) Geotechnical Investigations 16
(4) Permitting 16
(5) Channel / Drainage Design 16
(6) Roadway Design 16
(7) Bridge Design 16
(8) Plans, Specifications, and Estimates (1³S&E) 17

(C) Construction 17
(1) Construction Bidding Documents 17
(2) Project Site Representation 18
(3) Miscellaneous Technical Activities 18
(4) Final Acceptance 19

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

Management:

I. ENGINEERING MANAGEMENT *(EM)*

(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***
(5)	Funding Liaison and Funding Application Preparation	***Special***
(6)	Capital Improvement Program (CIP)	***Bask***
(7)	Management / Coordination of Engineering Activities	***Basic***
(8)	Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(I)	Preliminary Concept Conference	***Basic***
(2)	Management / Coordination of Engineering Activities	***Basic***
(3)	Implementation of QC/QA Program	***Basic***
(4)	Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5)	Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1)	***"Design Policy & Procedures Manual"***	***Basic***
(2)	Design Concept Conference	***Basic***
(3)	Management / Coordination of Engineering Activities	***Bask***
(4)	Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1)	***"Construction Management Policy & Procedures Manual"***	***Basic***
(2)	Construction Bidding	***Basic***
(3)	Owner's Representative	***Basic***
(4)	Defects and Deficiencies	***Basic***
(5)	Monthly Construction Progress Reports	***Basic***
(6)	Recommendations for Payment to the Construction Contractor	***Basic***
(7)	Project Site Management	***Special***
(8)	Implementation of Qc/QA Program	***Basic***
(9)	Change Orders	***Special***
(10)	Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

IL PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(I)	Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2)	Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

HI. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying (using Lidar/ provided by Owner)	*Provided by Owner*
(2) Data Collection	*Basic*
(3) Geographical Information System	*Bask*
(4) Hydrologic Analysis	*Basic*
(5) Hydraulic. Analysis	*Basic*
(6) Flood Plain Mapping	*Basic*
(7) Alternate Solutions /Recommendations for Final Design	*Basic.*
(8) Final Report — *"Preliminary Engineering Report"*	*Basic*
(B) Final Design:	
(1) Right-of-Way Data and ROW Map	*Special*
(2) Design Field Surveying	*Special*
(3) Geotechnical Investigations and Reports	*Special*
(4) Permitting	*Basic*
(5) Channel / Drainage Design	*Basic*
(6) Roadway Design	*Basic*
(7) Bridge Design	*Basic*
(8) Plans, Specifications & Estimates	*Basic*
(C) Construction:	
(1) Construction Bidding Documents	*Basic*
(2) Project Site Representation:	*Special*
a. Engineering Support Data for Defects & Deficiencies	*Special*
b. Daily and Weekly Construction Reports	*Special*
c. Measurement / Calculations for Contractor Payment	*Special*
d.-Project-Engineerl-Resident Engineer Services	*Special*
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	*Special*
b. Shop Drawing Review	*Basic*
c, Control of Materials & Equipment	*Special*
d. Change Orders	*Basic*
(4) Final Acceptance:	
a. Performance Testing	*Special*
b. As-Built Drawings	*Basic*

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

I. ENGINEERING MANAGEMENT *(EM)*

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

For these services, the Engineer shall manage the Project Team, consisting of various sub-providers, in the development of the Project as defined and more particularly described in EXHIBIT "131" attached to this Agreement. 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 (I). 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.

(5) Funding Sources. If approved by the Owner as *Special Services,* as outlined in Article 5.2, the development and construction of the Project may be eligible for funding from outside sources, If approved by the Owner as *Special Services,* the Engineer's responsibilities regarding funding sources will include the following:

(a) Liaison (Engineer) will act as Corporate Sponsor for obtaining funding from potential funding sources for the Project. The Corporate Sponsor will act as liaison for the Owner to applicable State and Federal resource agencies for possible funding assistance.

(b) The Engineer will identify and develop a list of possible funding sources for the Project.

(c) The Engineer will prepare all required applications to funding sources.

(6) Capital Improvement Program (CIP). If approved by the Owner as *Special Services,* as outlined in Article 5.2, the Engineer will prepare a CIP based on a conceptual sequence of construction for the Project as identified in the final recommendations shown in the *"Preliminary Engineering Report"* developed by the Engineer under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and Hidalgo County / TEDSI Infrastructure Group

the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CT will be continuously monitored and updated by the Engineer throughout Project development.

(7) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) Implement QC/QA Program. The Engineer will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The Engineer will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The Engineer shall ***manage*** and coordinate the activities of the Project Team in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of Project information and status to the **Owner** and Project Team throughout the development of the ***"Preliminary Engineering Report".*** Specific ***management*** tasks to be provided by the Engineer will include:

(1) Preliminary Concept Conference. The Engineer will coordinate and conduct a preliminary „, concept conference (FCC)with the Owner, and, any other,stakeholders approved hy alq Owner. At the FCC, the Engineer will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report",*** identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner.**

(2) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the Project Team in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).

(3) Implement QC/QA Program. The Engineer will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report",*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) Final Report: ***"Preliminary Engineering Report".*** The **Engineer** will provide, to the Owner, five (5) bound, color copies of the ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) Coordination with various agencies. The development of the ***"Preliminary Engineering***

Report" may require documentation and/or coordination with various agencies. The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(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 Policy & Procedures Manual".*** The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project.** The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the Engineer to each member of the **Project Team.** The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a). _ .Project.Descriptionand Final Reconunendations. of the ***"Preliminary. Engineering Report"***

(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD
Standards
Specifications

(2) **Design Concept Conference (DCC). The Engineer** shall coordinate and conduct a design concept conference with the Owner and **Project Team.** At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team.**

(3) **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 11—Preliminary Engineering, Design and Construction **(Final Design)).**

(4) 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.

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

(1) "Construction Management Policy & Procedures Manual". The Owner shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the Project. The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The Engineer shall perform the following in preparation of the construction bidding documents: -

(a) Upon completion of QC/QA, the Engineer shall furnish to the **Owner all** necessary
copies of approved plans, specifications, Engineer's estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the Owner in advertising for each authorized construction
contract for the Project.

(c) The **Engineer** shall assist the Owner in the opening and tabulation of bids for each
authorized construction for the Project, and recommend to the Owner as to the proper action on all bid proposals received.

(d) The Engineer shall assist the Owner in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the Engineer shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the Owner's representative as provided in the General Conditions of the Construction Contract.

The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies. In** providing the ***management and administration*** of the authorized

construction contract, the Engineer shall use the Engineer's best efforts to protect the Owner against defects and deficiencies in the work of the construction contractor, hereinafter called the "Contractor". The Engineer does not guarantee the performance of the **Contractor;** however, the Engineer will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

(5) Progress Reports. The **Engineer** will obtain the daily and weekly reports provided from the
engineering activities identified under II - Preliminary Engineering, Design, and Construction (Construction) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment.** The Engineer shall obtain the measurements and calculated quantities
prepared under the ***engineering*** activities identified under **II** - Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. ***Note: The Engineer is not responsible for actual payments to the Contractor.***

(7) **Project Site Management. The Engineer** will coordinate and monitor the **Project** site
representation of the authorized construction contract by providing the following special services, if authorized by **Owner:**

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

(8) **Implement QC/QA Program.** The **Engineer** will monitor and perform the QC/QA program
developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under **II** - Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all change orders developed under Ti - Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the Owner. The Engineer will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor,** the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The Engineer will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the Owner one set of prints of the as-built drawings. *Note: Services to be provided by the Engineer for Items II and III primarily involve the engineering work tasks for the Project.*

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all *engineering* activities required for the **Advance Project Development.** Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the *engineering* activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

([1]) **Environmental Document Pre aration and Public Involvement** *(if required by Federal/State agencies)*

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental. Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a *Finding of No Significant Impact (FONSI),* as identified by the NEPA process. This document will include, at a minimum, the following:

(I) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii)scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(1) Public Meetings — These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing — After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

IL Preliminary Project Planning & Development (continued)

(g) The Engineer shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) Field Survevine and Photograrnmetry *(if not provided by Owner)*

(a) Right of Entry: It will be the responsibility of the Engineer to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The Engineer will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the Engineer, the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the Project, a base map background will be provided to the Engineer through the *Owner.*

(c) The Owner shall provide primary Project control for field surveying by establishing horizontal and vertical control points, and the Engineer shall establish secondary Project control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:

(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

In. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

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

(A) Preliminary Engineering. For this phase, the Engineer will ultimately deliver the ***"Preliminary Engineering Report".*** The ***"Preliminary Engineering Report"*** shall be based on the Engineer's review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner).** Should the review and comments by the Engineer indicate deficiencies in the ***"Raymondville Drain Outfall Study",*** or in the Turner, **Collie and Braden, Inc. Engineer Report — "Flood Protection Plan",** dated September 1997, corrections of such deficiencies shall be the responsibility of the Owner, or deemed by the Owner as additional work to be performed by the Engineer and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the Engineer will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner;** to include preliminary layouts, sketches, and cost estimates for the **Project,** and to set forth clearly the **Engineer's** recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the Engineer will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by **the Owner.**

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The Engineer shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The Engineer shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements. ***Land Records:***

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning
(viii) General plan mapping (vix)
Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone
management ***Elections***
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS.being developed in the, ***"Raymondville Drain Project".*** Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report".*** ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) Hydrologic Analysis

(a) The Engineer shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4,

(b) The Engineer shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No, 4, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) Hydraulic Analysis

(a) The Engineer shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The Engineer shall create the terrain Triangulated Irregular Network (TIN), if not provided by the Owner. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The Engineer shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The Engineer shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the "'terrain TIN atidtreating a3-dimensional cross-section theme.

(e) For verification of measured elevations, the Engineer shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The Engineer will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No, 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the Engineer shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and AreView GIS StreamPro, the Engineer shall map the floodplain over the terrain TIN.

(b) The Engineer shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) Alternate Solutions **and Recommendations**

(a) The Engineer shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The Engineer shall summarize each alternate solution in sufficient detail to indicate clearly the

problems involved in order for the Owner to make the appropriate comparisons to the Engineer's final recommendations and provide the approval for the final design of the Project.

(0) The Engineer shall provide a formal and clearly outlined recommendation regarding the final design of the Project.

(8) **Final Report**

The Engineer shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) **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 regulations and requirements (including permitting), 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) Right-of-Way Data (Special Services)

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the Owner is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner's** local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting — The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying — The **Engineer shall** obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any `topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the Engineer promptly, and at no additional cost or expense to the Owner. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the Owner at no additional cost or expense to **the Owner.**

(2) **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) **Geotechnical Investigations (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.

(4) Permitting

The Engineer shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

([5]) 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.

(6) Roadway Desigp

The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the Project. The design of these roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadway. 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.

(7) Bridge Design

(a) The Engineer shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the Project. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated -bridge structure and/or roadvvay, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". 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.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(8) **Plans, Specifications & Estimates (i'S&i)**

(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.

(d) 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.)**

(e) **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.

(I) 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.

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

(1) Construction Bidding

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

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

(2) Project Site Representation

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

(b) **Daily and Weekly Reports. The Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor's** progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I — Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I — Engineering Management in this exhibit.

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

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) Project Engineer. The Engineer will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor's** progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner,** the **Engineer** will furnish the services of a ***Resident***

Engineer and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying. The Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

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

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

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

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

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

(4) Final Acceptance

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

(b) As-Built Drawings. The Engineer shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "D"

ENGINEER'S CONTRACT RATES

HOURLY RATES:

Professional Services

Principal	$ 140.00/hour
Project Manager/Project Engineer	$ 120.00/hour
Assistant Engineer II	$ 95.00/hour
Assistant Engineer I	$ 85.00/hour
Professional Land Surveyor	$ 110.00/hour
GPS Survey Crew	$ 150.00/hour
3-Man Survey Crew	$ 120.00/hour
2-Man Survey Crew	$ 100.00/hour
Party Chief	$ 80.00/hour
CADD Designer	$ 65.00/hour
Secretary	$ 45.00/hour

Reimbursables

8.5x11 Copies B/W	$ 0.10/copy
8.5x11 Color Prints	$ 0.35/copy
11x17 Copies	$ 0.20/copy
24" x 36" Bond Plots (black and white)	$ 4.00/sheet
UIG/personnel vehicle mileage	max allowed by IRS

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. No. 1

THIS WORK AUTHORIZATIO 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 Urban 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 engineering services as described in detail on attached Exhibit "B" – Scope of Services.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 47,951.57. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number_____

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by_____ as to content and detail of this Work Authorization No. 1.

BY: _____
Craig A. Gonzalez, P.E., President

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____ as indicated below and effective as of _____ day of _____, 2016.

ENGINEER: UBRAN INFRASTRUCTURE GROUP, INC.

_____
Craig A. Gonzalez, P.E.
President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No.1

_____
Ramon Garcia, Chairman of the Board

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

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

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **"Project"**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **"Project"** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **"Project"** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

Exhibit "B" – Scope of Services

Services to be provided by Engineer

In this Work Authorization the ENGINEER will provide Preliminary Engineering, Final Design and Construction Bidding Documents for the proposed drainage improvement project at Mile 13 ½ and FM 1015 area. Engineering services will include hydrologic and hydraulic analyses, drainage and street design, and preparation of construction plans and technical specifications for the proposed PROJECT.

ENGINEER will evaluate the existing drainage conditions of the Project and make recommendations for improvements. Currently drainage from the Los Olivarez Acres subdivision drains to ditch 4E2A located along the north side of Mile 13 ½ North east of Mile 3 West. ENGINEER will determine if connecting to drainage ditch 4E, or the Spanish Palms storm drain system will improve existing flooding conditions. The drainage evaluation will include the following:

- Site visit,
- Review of the existing drainage structure and ditches,
- Analyze receiving waters,
- Review existing drainage data and models,
- Review of USGS quadrangle map to evaluate offsite drainage patterns,
- Calculate runoff from 2-year, 10-year, 25-year and 100-year rainfall events,
- Prepare HEC-RAS model,
- Prepare final report sealed by an Engineer registered in the State of Texas

ENGINEER will present the findings of the drainage evaluation and make recommendations for the proposed drainage route. ENGINEER will prepare a budget estimate for the proposed drainage and street improvements.

ENGINEER will prepare construction plans and technical specifications for the proposed drainage and street improvements. Construction plans will be prepared in accordance with the Hidalgo County Drainage District No. 1 requirements. Construction plans will include improvements for street and drainage improvements. ENGINEER will prepare a SWPPP for the proposed construction in accordance with TCEQ requirements.

ENGINEER will support the CLIENT during bidding of the contract. ENGINEER will develop and issue any addenda and/or clarifications to the construction bid package, coordinate and attend one pre-bid conference for the contract, evaluate bids recieved, recommend award of the contract, and prepare the contract for signatures by CLIENT and the successful bidder. Services for bidding of the PROJECT is normal bidding and award procedures for this type of construction.

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. No. 2

THIS WORK AUTHORIZATIO 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 Urban 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 engineering and and surveying services as described in detail on attached Exhibit "B – Scope of Services".

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 6,320. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.2 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. _____
Requisition Number_____

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by_____ as to content and detail of this Work Authorization No. 2.

BY: _____
Craig A. Gonzalez, P.E., President

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____ as indicated below and effective as of _____ day of _____, 2016.

ENGINEER: UBRAN INFRASTRUCTURE GROUP, INC.

_____
Craig A. Gonzalez, P.E.
President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No.1

_____
Ramon Garcia, Chairman of the Board

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

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

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **"Project"**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **"Project"** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **"Project"** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

Project: Mile 13 ½ and FM 1015 Area Drainage Improvement Project
Work Authorization No. 2

Exhibit "B" – Scope of Services

Services to be provided by Engineer

In this Work Authorization the ENGINEER will provide engineering survey services for the proposed drainage improvement project at Mile 13 ½ and FM 1015 area.

This Work Authorization the ENGINEER will perform field work to obtain survey data within the Right-of-Way and drainage easements to obtain existing drainage and street locations and elevations. Work for the survey will include the following:

- Existing drainage structures flow lines and sizes,
- Existing ditch flow lines, top and toe of slope,
- Above ground and buried utilities,
- Half foot contours,
- Right-of-Way (ROW) limits,
- Street centerline, curbs, and edge of roadway

The area to be surveyed includes ROW and drainage easements within the Los Olivarez Acres Unit No. 1 and No. 2 subdivisions. In addition, the survey area will include the ROW from Villa Drive to the intersection of Mile 13 ½ North and Mile 3 West, thence south to the 4E drainage ditch.

EXHIBIT D - WORK AUTHORIZATION NO. 2

FEE PROPOSAL SPECIAL SERVICES

Mile 13 1/2 and 1015 Area Drainage Improvements

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

Task	GPS	GPS Cost	2-Man	2-Man Cost	CADD Hours	CADD Cost	Party Chief	Party Chief Cost	PE Hours	PE Cost	Total Cost
1 Survey Field Work within ROW and Easements	32	$ 4,800.00		$ -		$ -		$ -		$ -	$ 4,800.00
2 CAD Designer Work		$ -		$ -	16	$ 1,040.00		$ -	4	$ 480.00	$ 1,520.00
Total WA No. 2	32	$ 4,800.00	0	$ -	16	$ 1,040.00	0	$ -	4	$ 480.00	**$ 6,320.00**

	Hourly Rate	Total Manhours
GPS Survey Crew	$150	32
3-Man Survey Crew	$120	0
2-Man Survey Crew	$100	0
Party Chief	$80	0
CAD Desiner	$65	16
PE	$120	4
Total		52

AI -53393 10.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

Requesting approval to advertise for RFB No.: HCDD1-16-006-03-23 "J-09 Drain Improvements Phase II Construction Rio Grand Care Rd. to North Main Drain".

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/11/2016 04:53 PM
Final Approval	Monica Badillo	02/12/2016 05:37 PM

Form Started By: Jaime Salazar Started On: 02/11/2016 04:01 PM

Final Approval Date: 02/12/2016

AI -53414 11.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds
Budget 365-Rural Drainage Development
Pct.1

Request approval to issue payment on the following items:

A. Application for Payment No. 4 in the amount of $7,884.00 from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers related to Construction Contract No. HCDD1-15-006-06-02A.

Project Engineer: Eulalio Ramirez, P.E. , Quintanilla Headley & Associates
PO#627160.

B. Acceptance of Certificate of Substantial Completion from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers related to Construction Contract No. HCDD1-15-006-06-02A. Date of Issuance: 01-13-16.

C. Acceptance of Certificate of Construction Completion from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers related to Construction Contract No. HCDD1-15-006-06-02A. Date of Issuance: 01-15-16.

BACKGROUND

Fiscal Impact

Attachments

Pmt#4-Tijerina
Certificate of Substantial Completion_Tijerina
Certificate of Construction Completion_Tijerina

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/12/2016 01:46 PM

Final Approval	Monica Badillo	02/12/2016 05:37 PM
Form Started By: Claudette Guerrero		Started On: 02/12/2016 11:14 AM
Final Approval Date: 02/12/2016		

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: 1/19/2016

Engineer/Firm Name: Quintanilla Headley & Associates Inc

Project Name/Number: Tijerina Rural Dev. Project

Invoice No.: Application for PMT Retainage & PMT No.4

Purchase Order No.:

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos _____ Date: _____
Claudette Guerrero _____ Date: _____

Total # of Pages Submitted: 20

Attachments:

Forwarded to: Jose N. Saldivar _____ Date: _____

Forwarded to: Lora Briones _____ Date: _____

Additional Comments: Letter of Warranty, Cont. Aff. Of Release of Liens, Cont. Aff PMT of Debts & Claims, Certificate of Const. Completion (Missing Co. Judge Sign.), Certificate of Sub Completion (missing Owner Sign), Payroll Sheets

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

Letter of Transmittal

To: Hidalgo County Drainage Dist. No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

Date: January 18, 2016
Attention: Raul E. Sesin
Re: RFB No.HCDD1-15-006-04-29A
Pct. 1 – Tijerina Rural Development
Drainage Improvements Project

Description:

- Original Application for PMT Retainage
- Original Application for PMT # 4
- Original Letter of Warranty & Release of Liens
- Certificate of Construction & Substantial Completion
- Original Payroll

Remarks: _____

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JAN 19 2016

Sent By: Stephanie for Eulalio Ramirez, P.E. Delivered By: 8:46 AM / PM

Received By: _____ Time: _____
Printed Name BY: Rosa De

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 19 2016

8:46 AM / PM

BY: Rosalie

APPLICATION FOR PMT Retainage

To: Hidalgo County Drainage District No.1 (OWNER)

From: Jimenez Engineering Solutions LLC (CONTRACTOR)

Contract: HCDD1-15-006-06-02A

Project: Precinct 1- Tijerina Rural Development Drainage Improvements Project

OWNER's Contract No. HCDD1-15-006-06-02A ENGINEER's Project No.

For Work accomplished through the date of: 15-Jan-2016

1.	Original Contract Price:		$ 240,152.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 8,760.00
3.	Current Contract Price (1 plus 2):		$ 248,912.00
4.	Total completed and stored to date:		$ 248,912.00
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	0% of stored material:	$ -	
	Total Retainage:		$ -
6.	% of Construction Completed:		
	0% of contracted $ amount has been completed		
7.	Total completed and stored to date less retainage (4 minus 5):		$ 248,912.00
8.	Less previous Application for Payments:		$ (224,020.80)
9.	Balance to Finish:		$ -
10.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 24,891.20**

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated 15-Jan-16 Jimenez Engineering Solutions LLC

CONTRACTOR

By: Hugo P. Gonzalez Jr.

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 18 day of January 2016

Efra Garcia

Notary Public

My Commission expires: 2-25-2017

EFRAIN GARCIA
MY COMMISSION EXPIRES
February 25, 2017

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 15-Jan-16 QUINTANILLA HEADLEY & ASSOCIATES, INC

ENGINEER

By:

Quantity Worksheet 3.5

Contractor Name: Jimenez Engineering Solutions LLC
Starting Date: 10-Jul-2015
Project Ending Date: 25-Jan-2016
Engineer's / County Project Desc: Precinct 1- Tijerina Rural Development Drainage Improvements Project

Application: PMT Retainage
Application Date: 15-Jan-2016
Estimate Period: 11/15/15 - 1/25/16
Engineer's / County Project No.: 0

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #2 Revised Schedule Value			Application #1			Application #2			Application #3			Application #4				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ITEMS																						
1		Type "CC" Inlet	EA	$ 4,200.00	9.00	$ 37,800.00	$ 4,200.00	0.00	$ -	3.00	3.00	$ 12,600.00	6.00	9.00	$ 25,200.00		9.00	$ -		9.00	$ -	$ 37,800.00	0.00	$ -
2		Gate Structure with Gates	EA	$ 15,000.00	2.00	$ 30,000.00	$ 15,000.00	0.00	$ -	0.50	0.50	$ 7,500.00	0.50	1.00	$ 7,500.00	1.00	2.00	$ 15,000.00		2.00	$ -	$ 30,000.00	0.00	$ -
3		Clean and Regrade Roadside Ditches	LF	$ 3.00	4,380.00	$ 13,140.00	$ 3.00	0.00	$ -		-	$ -		-	$ -	4,380.00	4,380.00	$ 13,140.00		4,380.00	$ -	$ 13,140.00	0.00	$ -
4		Concrete Riprap (Headwall)	EA	$ 3,000.00	2.00	$ 6,000.00	$ 3,000.00	0.00	$ -		-	$ -		-	$ -	2.00	2.00	$ 6,000.00		2.00	$ -	$ 6,000.00	0.00	$ -
5		Traffic Control	LS	$ 2,500.00	1.00	$ 2,500.00	$ 2,500.00	0.00	$ -	0.50	0.50	$ 1,250.00		0.50	$ -	0.50	1.00	$ 1,250.00		1.00	$ -	$ 2,500.00	0.00	$ -
6		Erosion Control Install and Remove	LS	$ 2,500.00	1.00	$ 2,500.00	$ 2,500.00	0.00	$ -	0.25	0.25	$ 625.00	0.25	0.50	$ 625.00	0.50	1.00	$ 1,250.00		1.00	$ -	$ 2,500.00	0.00	$ -
7		Clean and Grub Drain Ditch	LF	$ 5.00	1,300.00	$ 6,500.00	$ 5.00	0.00	$ -	50.00	50.00	$ 250.00	200.00	250.00	$ 1,000.00	1,050.00	1,300.00	$ 5,250.00		1,300.00	$ -	$ 6,500.00	0.00	$ -
8		24" Concrete Cap	EA	$ 350.00	4.00	$ 1,400.00	$ 350.00	0.00	$ -		-	$ -		-	$ -	4.00	4.00	$ 1,400.00		4.00	$ -	$ 1,400.00	0.00	$ -
9		Cut and Repair Asphalt	LF	$ 50.00	30.00	$ 1,500.00	$ 50.00	0.00	$ -		-	$ -		-	$ -	30.00	30.00	$ 1,500.00		30.00	$ -	$ 1,500.00	0.00	$ -
10		18" HP Pipe	LF	$ 23.00	144.00	$ 3,312.00	$ 23.00	0.00	$ -	68.00	68.00	$ 1,564.00	76.00	144.00	$ 1,748.00		144.00	$ -		144.00	$ -	$ 3,312.00	0.00	$ -
11		Trench Protection	LF	$ 1.00	144.00	$ 144.00	$ 1.00	0.00	$ -	68.00	68.00	$ 68.00	76.00	144.00	$ 76.00		144.00	$ -		144.00	$ -	$ 144.00	0.00	$ -
12		Bedding and Backfill	LF	$ 10.00	144.00	$ 1,440.00	$ 10.00	0.00	$ -	68.00	68.00	$ 680.00	76.00	144.00	$ 760.00		144.00	$ -		144.00	$ -	$ 1,440.00	0.00	$ -
13		24" HP Pipe	LF	$ 32.00	520.00	$ 16,640.00	$ 32.00	0.00	$ -	475.00	475.00	$ 15,200.00	45.00	520.00	$ 1,440.00		520.00	$ -		520.00	$ -	$ 16,640.00	0.00	$ -
14		Trench Protection	LF	$ 1.00	520.00	$ 520.00	$ 1.00	0.00	$ -	475.00	475.00	$ 475.00	45.00	520.00	$ 45.00		520.00	$ -		520.00	$ -	$ 520.00	0.00	$ -
15		Bedding and Backfill	LF	$ 11.50	520.00	$ 5,980.00	$ 11.50	0.00	$ -	475.00	475.00	$ 5,462.50	45.00	520.00	$ 517.50		520.00	$ -		520.00	$ -	$ 5,980.00	0.00	$ -
16		30" HP Pipe	LF	$ 42.00	1,360.00	$ 57,120.00	$ 42.00	0.00	$ -	500.00	500.00	$ 21,000.00	800.00	1,300.00	$ 33,600.00	60.00	1,360.00	$ 2,520.00		1,360.00	$ -	$ 57,120.00	0.00	$ -
17		Trench Protection	LF	$ 1.00	1,360.00	$ 1,360.00	$ 1.00	0.00	$ -	500.00	500.00	$ 500.00	800.00	1,300.00	$ 800.00	60.00	1,360.00	$ 60.00		1,360.00	$ -	$ 1,360.00	0.00	$ -
18		Bedding and Backfill	LF	$ 13.00	1,360.00	$ 17,680.00	$ 13.00	0.00	$ -	500.00	500.00	$ 6,500.00	800.00	1,300.00	$ 10,400.00	60.00	1,360.00	$ 780.00		1,360.00	$ -	$ 17,680.00	0.00	$ -
19		Type "CC" Inlet	EA	$ 4,200.00	4.00	$ 16,800.00	$ 4,200.00	0.00	$ -		-	$ -	4.00	4.00	$ 16,800.00		4.00	$ -		4.00	$ -	$ 16,800.00	0.00	$ -
20		18" HP Pipe for Driveways	LF	$ 23.00	360.00	$ 8,280.00	$ 23.00	20.00	$ 460.00		-	$ -	160.00	160.00	$ 3,680.00	200.00	360.00	$ 4,600.00	20.00	400.00	$ 460.00	$ 8,740.00	0.00	$ -
21		Driveways Caliche	EA	$ 250.00	29.00	$ 7,250.00	$ 250.00	1.00	$ 250.00		-	$ -	8.00	8.00	$ 2,000.00	21.00	29.00	$ 5,250.00	1.00	31.00	$ 250.00	$ 7,500.00	0.00	$ -
22		Driveway (Concrete Pavement)(3000 PSI)	EA	$ 600.00	1.00	$ 600.00	$ 600.00	0.00	$ -	-	-	$ -		-	$ -	1.00	1.00	$ 600.00		1.00	$ -	$ 600.00	0.00	$ -
23		Remove Existing Culvert Pipe	LF	$ 3.00	562.00	$ 1,686.00	$ 3.00	0.00	$ -	-	-	$ -	200.00	200.00	$ 600.00	362.00	562.00	$ 1,086.00		562.00	$ -	$ 1,686.00	0.00	$ -
		TOTAL BASE AMOUNT:				**$ 240,152.00**			**$ 710.00**			**$ 73,674.50**			**$ 106,791.50**			**$ 59,686.00**			**$ 710.00**	**$ 240,862.00**		**$ -**
		ADDITIONAL ITEMS																						
24		**8"-7' LONG STEEL BOLLARDS (Schedule 80 w/ 2' footing 4.5' deep)**	EA				$ 1,700.00	3.00	$ 5,100.00										3.00	3.00	$ 5,100.00		0.00	$ -
25		**CONVERT GRATE TY CC INTO A JUNCTION MANHOLE**	EA				$ 2,000.00	1.00	$ 2,000.00										1.00	1.00	$ 2,000.00		0.00	$ -
26		**TIE IN CONNECTION INTO JUNCTION MANHOLE**	EA				$ 950.00	1.00	$ 950.00										1.00	1.00	$ 950.00		0.00	$ -
		TOTAL ADD ITEMS							$ 8,050.00															
		TOTAL BASE AMOUNTS:				**$ 240,152.00**			**$ 8,760.00**			**$ 73,674.50**			**$ 106,791.50**			**$ 59,686.00**			**$ 8,760.00**	**$ 248,912.00**		**$ -**

Prepared by: Luis J. Nava, P.E.

Date: 15-Jan-2016

Schedule of Values 2.5

Contractor Name:	Jimenez Engineering Solutions LLC
Starting Date:	10-Jul-2015
Project Ending Date:	25-Jan-2016
Retainage Percent:	10%

Application:	PMT Retainage
Application Date:	15-Jan-2016
Estimate Period:	11/15/15 - 1/25/16
Engineer Firm	Jimenez Engineering Solutions, LLC

Summary

Contract Number	Description	Original Schedule Value	C.O. #2 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-15-006-06-02A	Precinct 1- Tijerina Rural Development Drainage Im	$ 240,152.00	$ 8,760.00	$ 73,674.50	$ 7,367.45	$ 66,307.05	$ 106,791.50	$ 10,679.15	$ 96,112.35	$ 59,686.00	$ 5,968.60	$ 53,717.40	$ 8,760.00	$ 876.00	$ 7,884.00	$ 248,912.00	$ 24,891.20	$ 224,020.80	$ 224,020.80	$ -
	TOTALS:	**$ 240,152.00**	**$ 8,760.00**	**$ 73,674.50**	**$ 7,367.45**	**$ 66,307.05**	**$ 106,791.50**	**$ 10,679.15**	**$ 96,112.35**	**$ 59,686.00**	**$ 5,968.60**	**$ 53,717.40**	**$ 8,760.00**	**$ 876.00**	**$ 7,884.00**	**$ 248,912.00**	**$ 24,891.20**	**$ 224,020.80**	**$ 224,020.80**	**$ -**

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 19 2016

8:40 AM / PM

BY: Rosa Ruiz

APPLICATION FOR PMT #4

To: Hidalgo County Drainage District No.1 (OWNER)
From: Jimenez Engineering Solutions LLC (CONTRACTOR)
Contract: HCDD1-15-006-06-02A
Project: Precinct 1- Tijerina Rural Development Drainage Improvements Project
OWNER's Contract No. HCDD1-15-006-06-02A ENGINEER's Project No.
For Work accomplished through the date of: 15-Jan-2016

1.	Original Contract Price:		$ 240,152.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 8,760.00
3.	Current Contract Price (1 plus 2):		$ 248,912.00
4.	Total completed and stored to date:		$ 248,912.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 24,891.20	
	0% of stored material:	$ -	
	Total Retainage:		$ 24,891.20
6.	% of Construction Completed:		
	0% of contracted $ amount has been completed		
7.	Total completed and stored to date less retainage (4 minus 5):		$ 224,020.80
8.	Less previous Application for Payments:		$ (216,136.80)
9.	Balance to Finish:		$ -
10.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 7,884.00**

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 15-Jan-16 Jimenez Engineering Solutions LLC
CONTRACTOR

By: Hugo P. Gonzalez Jr.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 18
day of January 2016

Efrain Garcia
Notary Public
My Commission expires: 2-25-2017

EFRAIN GARCIA
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
February 25, 2017

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 15-Jan-16 QUINTANILLA HEADLEY & ASSOCIATES, INC
ENGINEER

By:

Schedule of Values 2.5

Contractor Name:	Jimenez Engineering Solutions LLC
Starting Date:	10-Jul-2015
Project Ending Date:	25-Jan-2016
Retainage Percent:	10%

Application:	PMT #4
Application Date:	15-Jan-2016
Estimate Period:	11/15/15 - 1/25/16
Engineer Firm	Jimenez Engineering Solutions, LLC

Summary

Contract Number	Description	Original Schedule Value	C.O. #2 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-15-006-06-02A	Precinct 1- Tijerina Rural Development Drainage Im	$ 240,152.00	$ 8,760.00	$ 73,674.50	$ 7,367.45	$ 66,307.05	$ 106,791.50	$ 10,679.15	$ 96,112.35	$ 59,686.00	$ 5,968.60	$ 53,717.40	$ 8,760.00	$ 876.00	$ 7,884.00	$ 248,912.00	$ 24,891.20	$ 224,020.80	$ 216,136.80	$ -
	TOTALS:	**$ 240,152.00**	**$ 8,760.00**	**$ 73,674.50**	**$ 7,367.45**	**$ 66,307.05**	**$ 106,791.50**	**$ 10,679.15**	**$ 96,112.35**	**$ 59,686.00**	**$ 5,968.60**	**$ 53,717.40**	**$ 8,760.00**	**$ 876.00**	**$ 7,884.00**	**$ 248,912.00**	**$ 24,891.20**	**$ 224,020.80**	**$ 216,136.80**	**$ -**

Quantity Worksheet 3.5

Contractor Name: Jimenez Engineering Solutions LLC
Starting Date: 10-Jul-2015
Project Ending Date: 25-Jan-2016
Engineer's / County Project Desc: Precinct 1- Tijerina Rural Development Drainage Improvements Project

Application: PMT #4
Application Date: 15-Jan-2016
Estimate Period: 11/15/15 - 1/25/16
Engineer's / County Project No.: 0

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Change Order #2 Revised Schedule Value: Revised Rates	Change Order #2 Revised Schedule Value: Quan	Change Order #2 Revised Schedule Value: Dollars	Application #1: Monthly Quan	Application #1: QTY to Date	Application #1: Item Cost (Monthly)	Application #2: Monthly Quan	Application #2: QTY to Date	Application #2: Item Cost (Monthly)	Application #3: Monthly Quan	Application #3: QTY to Date	Application #3: Item Cost (Monthly)	Application #4: Monthly Quan	Application #4: QTY to Date	Application #4: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		ITEMS																						
1		Type "CC" Inlet	EA	$ 4,200.00	9.00	$ 37,800.00	$ 4,200.00	0.00	$ -	3.00	3.00	$ 12,600.00	6.00	9.00	$ 25,200.00		9.00	$ -		9.00	$ -	$ 37,800.00	0.00	$ -
2		Gate Structure with Gates	EA	$ 15,000.00	2.00	$ 30,000.00	$ 15,000.00	0.00	$ -	0.50	0.50	$ 7,500.00	0.50	1.00	$ 7,500.00	1.00	2.00	$ 15,000.00		2.00	$ -	$ 30,000.00	0.00	$ -
3		Clean and Regrade Roadside Ditches	LF	$ 3.00	4,380.00	$ 13,140.00	$ 3.00	0.00	$ -		-	$ -		-	$ -	4,380.00	4,380.00	$ 13,140.00		4,380.00	$ -	$ 13,140.00	0.00	$ -
4		Concrete Riprap (Headwall)	EA	$ 3,000.00	2.00	$ 6,000.00	$ 3,000.00	0.00	$ -		-	$ -		-	$ -	2.00	2.00	$ 6,000.00		2.00	$ -	$ 6,000.00	0.00	$ -
5		Traffic Control	LS	$ 2,500.00	1.00	$ 2,500.00	$ 2,500.00	0.00	$ -	0.50	0.50	$ 1,250.00		0.50	$ -	0.50	1.00	$ 1,250.00		1.00	$ -	$ 2,500.00	0.00	$ -
6		Erosion Control Install and Remove	LS	$ 2,500.00	1.00	$ 2,500.00	$ 2,500.00	0.00	$ -	0.25	0.25	$ 625.00	0.25	0.50	$ 625.00	0.50	1.00	$ 1,250.00		1.00	$ -	$ 2,500.00	0.00	$ -
7		Clean and Grub Drain Ditch	LF	$ 5.00	1,300.00	$ 6,500.00	$ 5.00	0.00	$ -	50.00	50.00	$ 250.00	200.00	250.00	$ 1,000.00	1,050.00	1,300.00	$ 5,250.00		1,300.00	$ -	$ 6,500.00	0.00	$ -
8		24" Concrete Cap	EA	$ 350.00	4.00	$ 1,400.00	$ 350.00	0.00	$ -		-	$ -		-	$ -	4.00	4.00	$ 1,400.00		4.00	$ -	$ 1,400.00	0.00	$ -
9		Cut and Repair Asphalt	LF	$ 50.00	30.00	$ 1,500.00	$ 50.00	0.00	$ -		-	$ -		-	$ -	30.00	30.00	$ 1,500.00		30.00	$ -	$ 1,500.00	0.00	$ -
10		18" HP Pipe	LF	$ 23.00	144.00	$ 3,312.00	$ 23.00	0.00	$ -	68.00	68.00	$ 1,564.00	76.00	144.00	$ 1,748.00		144.00	$ -		144.00	$ -	$ 3,312.00	0.00	$ -
11		Trench Protection	LF	$ 1.00	144.00	$ 144.00	$ 1.00	0.00	$ -	68.00	68.00	$ 68.00	76.00	144.00	$ 76.00		144.00	$ -		144.00	$ -	$ 144.00	0.00	$ -
12		Bedding and Backfill	LF	$ 10.00	144.00	$ 1,440.00	$ 10.00	0.00	$ -	68.00	68.00	$ 680.00	76.00	144.00	$ 760.00		144.00	$ -		144.00	$ -	$ 1,440.00	0.00	$ -
13		24" HP Pipe	LF	$ 32.00	520.00	$ 16,640.00	$ 32.00	0.00	$ -	475.00	475.00	$ 15,200.00	45.00	520.00	$ 1,440.00		520.00	$ -		520.00	$ -	$ 16,640.00	0.00	$ -
14		Trench Protection	LF	$ 1.00	520.00	$ 520.00	$ 1.00	0.00	$ -	475.00	475.00	$ 475.00	45.00	520.00	$ 45.00		520.00	$ -		520.00	$ -	$ 520.00	0.00	$ -
15		Bedding and Backfill	LF	$ 11.50	520.00	$ 5,980.00	$ 11.50	0.00	$ -	475.00	475.00	$ 5,462.50	45.00	520.00	$ 517.50		520.00	$ -		520.00	$ -	$ 5,980.00	0.00	$ -
16		30" HP Pipe	LF	$ 42.00	1,360.00	$ 57,120.00	$ 42.00	0.00	$ -	500.00	500.00	$ 21,000.00	800.00	1,300.00	$ 33,600.00	60.00	1,360.00	$ 2,520.00		1,360.00	$ -	$ 57,120.00	0.00	$ -
17		Trench Protection	LF	$ 1.00	1,360.00	$ 1,360.00	$ 1.00	0.00	$ -	500.00	500.00	$ 500.00	800.00	1,300.00	$ 800.00	60.00	1,360.00	$ 60.00		1,360.00	$ -	$ 1,360.00	0.00	$ -
18		Bedding and Backfill	LF	$ 13.00	1,360.00	$ 17,680.00	$ 13.00	0.00	$ -	500.00	500.00	$ 6,500.00	800.00	1,300.00	$ 10,400.00	60.00	1,360.00	$ 780.00		1,360.00	$ -	$ 17,680.00	0.00	$ -
19		Type "CC" Inlet	EA	$ 4,200.00	4.00	$ 16,800.00	$ 4,200.00	0.00	$ -		-	$ -	4.00	4.00	$ 16,800.00		4.00	$ -		4.00	$ -	$ 16,800.00	0.00	$ -
20		18" HP Pipe for Driveways	LF	$ 23.00	360.00	$ 8,280.00	$ 23.00	20.00	$ 460.00		-	$ -	160.00	160.00	$ 3,680.00	200.00	360.00	$ 4,600.00	20.00	400.00	$ 460.00	$ 8,740.00	0.00	$ -
21		Driveways Caliche	EA	$ 250.00	29.00	$ 7,250.00	$ 250.00	1.00	$ 250.00		-	$ -	8.00	8.00	$ 2,000.00	21.00	29.00	$ 5,250.00	1.00	31.00	$ 250.00	$ 7,500.00	0.00	$ -
22		Driveway (Concrete Pavement)(3000 PSI)	EA	$ 600.00	1.00	$ 600.00	$ 600.00	0.00	$ -	-	-	$ -		-	$ -	1.00	1.00	$ 600.00		1.00	$ -	$ 600.00	0.00	$ -
23		Remove Existing Culvert Pipe	LF	$ 3.00	562.00	$ 1,686.00	$ 3.00	0.00	$ -	-	-	$ -	200.00	200.00	$ 600.00	362.00	562.00	$ 1,086.00		562.00	$ -	$ 1,686.00	0.00	$ -
		TOTAL BASE AMOUNT:				**$ 240,152.00**			**$ 710.00**			**$ 73,674.50**			**$ 106,791.50**			**$ 59,686.00**			**$ 710.00**	**$ 240,862.00**		**$ -**
		ADDITIONAL ITEMS																						
24		**8"-7' LONG STEEL BOLLARDS (Schedule 80 w/ 2' footing 4.5' deep)**	EA				$ 1,700.00	3.00	$ 5,100.00										3.00	3.00	$ 5,100.00		0.00	$ -
25		**CONVERT GRATE TY CC INTO A JUNCTION MANHOLE**	EA				$ 2,000.00	1.00	$ 2,000.00										1.00	1.00	$ 2,000.00		0.00	$ -
26		**TIE IN CONNECTION INTO JUNCTION MANHOLE**	EA				$ 950.00	1.00	$ 950.00										1.00	1.00	$ 950.00		0.00	$ -
		TOTAL ADD ITEMS							$ 8,050.00															
		TOTAL BASE AMOUNTS:				**$ 240,152.00**			**$ 8,760.00**			**$ 73,674.50**			**$ 106,791.50**			**$ 59,686.00**			**$ 8,760.00**	**$ 248,912.00**		**$ -**

Prepared by: Luis J. Nava, P.E.

Date: 15-Jan-2016

LETTER OF WARRANTY

Date: January 15, 2016

Project Name: Tijerina Rural Development Drainage Improvements

Project Location: Tijerina Subdivision

Contract Number: HCDD1-15-006-06-02A

Contract Amount: $248,912.00

Jimenez Engineering Solutions DBA I.C.E. warrants all labor performed and material installed at the above-mentioned job site, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of (1) one year from date of installation. This warranty does not include normal wear and tear, and/or product abuse.

Under this warranty, Jimenez Engineering Solutions DBA I.C.E. will be provided the opportunity to have one of its representatives assess any damage identified to be caused by employees and/or material installed by us. If said damage is judged to be the fault Jimenez Engineering Solutions DBA I.C.E. workmanship and/or material, Jimenez Engineering Solutions DBA I.C.E. will at no cost to the Owner repair or replace defective material.

Respectfully,

Name Hugo P. Gonzalez Jr.
Title Principal

Contractor Company Name: Jimenez Engineering Solutions DBA I.C.E.

Contractor's Affidavit of Release of Liens

PROJECT: Tijerina Rural Development Drainage Improvements **PROJECT NO.** HCDD1-15-006-06-02A
OWNER: Hidalgo County Drainage District 1
CONTRACTOR: Jimenez Engineering Solutions DBA I.C.E.
ENGINEER: Quintanilla, Headley & Associates, Inc.

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By Hugo P. Gonzalez Jr.

Title Principal

VIVIAN GONZALEZ
Notary Public, State of Texas
My Commission Expires
February 11, 2018

Subscribed and sworn to before me this 15th day of January, 2016

Notary Public: Vivian Gonzalez

My Commission Expires: February 11, 2018

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Tijerina Rural Development Drainage Improvements **PROJECT NO.** HCDD1-15-006-06-02A
OWNER: Hidalgo County Drainage District 1
CONTRACTOR: Jimenez Engineering Solutions DBA I.C.E.
ENGINEER: Quintanilla, Headley & Associates, Inc.

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, anc services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By Hugo P. Gonzalez Jr.

Title Principal

VIVIAN GONZALEZ
Notary Public, State of Texas
My Commission Expires
February 11, 2018

Subscribed and sworn to before me this 15th day of January, 2016

Notary Public: Vivian Gonzalez

My Commission Expires: February 11, 2018

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 15th DAY OF January, 2016 A FINAL INSPECTION was made of the project herein described.

CONTRACT HCDD1-15-006-06-02A

CONTRACT DATE: 06/02/2015

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT 1

CONSTRUCTION CONTRACTOR: JIMENEZ ENGINEERING SOLUTIONS DBA I.C.E

OF THE CITY OF EDINBURG STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF TIJERINA RURAL DEVELOPMENT DRAINAGE IMPROVEMENTS

CONTRACT NO: HCDD1-15-006-06-02A

Located in or near the City/Precinct Of PRECINCT 1

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   NONE

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract $240,152.00

Present Amount of Contract $248,912.00

Total Amount of earned to Date $248,912.00

Less: previous payments $224,020.80

Balance $24,891.20

Authorized deductions $0.00

AMOUNTY OF FINAL PAYMENT $24,891.20

6. That the final payment in the amount of $24,891.20 (twenty four thousand eight hundred ninety one dollars and twenty cents) is now due and payable.

Engineer's Signature

CONCURRED BY:

Contractor's Name Jimenez Engineering Solutions

By: Hugo P. Gonzalez Jr.

Title: Principal

CONCURRED BY:

Hon. Ramon Garcia,

Certificate of Substantial Completion

PROJECT: Pct. 1- Tijerina Rural Development Drainage Improvement Project

PROJECT NUMBER: HCDD 1-15-006-06-02A

OWNER: Hidalgo County Drainage District No. 1

CONTRACTOR: Jimenez Engineering Solution, LLC dba International Consulting Engineers

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Quintanilla, Headley & Associates, Inc.	Eulalio Ramirez, P.E.	1-13-16
Engineering Firm	By: Project Engineer	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ $8,760.00.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by 01/21/16
Date

Jimenez Engineering Solutions, LLC		1/13/2016
Contractor	By:	Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on _____.
Date

Owner	By	Date

Certificate of Substantial Completion

PROJECT: Pct. 1- Tijerina Rural Development Drainage Improvement Project

PROJECT NUMBER: HCDD 1-15-006-06-02A

OWNER: Hidalgo County Drainage District No. 1

CONTRACTOR: Jimenez Engineering Solutions, LLC dba International Consulting Engineers

LIST OF ITEMS TO BE COMPLETED OR CORRECTED FOR THE ABOVE REFERENCED PROJECT.

1. 18" HP Pipe for Driveways 20 LF
2. Calcihe Driveway 1 EA
3. 8"-7' Long Steel Bollards (Schedule 80W/ 2' Footing 4.5' Deep) - 3 EA
4. Convert Grate Type CC into a Junction Manhole - 1 EA
5. Tie in Connection into Junction Manhole - 1 EA
6. Clean all Inlets & structures at site.
7.
8.
9.
10.

PREPARED BY:

Quintanilla, Headley & Associates, Inc.		01/13/16
ENGINEERING FIRM	**BY: Project Engineer** Eulalio Ramirez, P.E.	**Date**

Exhibit 10. Certificate of Substantial Completion
BOD 06-23-2015

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENGINEERS

ADDRESS 1722 N CLOSNER BLVD, SUITE B
EDINBURG, TX 78541

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

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
22	11/22/2015	TIJERINA RURAL DEVELOPMENT DRAINAGE IMPROVEMENTS PROJECT	GLO 12-406-000-6453 / DRS 210068

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: M 16	T 17	W 18	TH 19	F 20	S 21	SU 22	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	CHILD SUPPORT	GAS	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
ALONZO MARTINEZ XXX-XX-8165 801 E. MINNESOTA RD. SAN JUAN, TX 7858988	2	SUPERINTENDENT (SALARY)	O											$124.51	$167.00				$291.51	$1,335.99
			S	10.00	10.50	11.50					32.00		$1,627.50							
HECTOR CAMARGO XXX-XX-7718 418 PALM HARBOR ALAMO, TX 78516	3	BACKHOE OPERATOR < 1.5 CY	O									$21.00	$427.00	$49.27	$81.00			$25.00	$155.27	$488.73
			S	9.50	10.00	11.00					30.50	14.00	$644.00							
ARTURO CORNEJO XXX-XX-8898 10005 NOGAL ST. MERCEDES, TX 78570	16	PIPE LAYER	O									$18.00	$234.00	$58.07	$0.00				$58.07	$700.93
			S	9.00		10.50					19.50	12.00	$759.00							
ALFREDO RODRIGUEZ XXX-XX-3750 1977 DATE PALM DR. MERCEDES, TX 78570	1	EXCAVATOR OPERATOR	O									$19.50	$117.00	$8.94	$0.00		$30.00		$38.94	$78.06
			S	9.00							9.00	13.00	$117.00							
DEEJAY VILLALPANDO XXX-XX-8235 PO BOX 2415 ELSA, TX 78543	2	FLAGGER	O									$15.15	$161.60	$29.36	$19.00				$48.36	$335.44
			S	5.50		10.50					16.00	10.10	$383.80							
EDUARDO ARMIJO XXX-XX-7192 PO BOX 121 SAN JUAN, TX 78589	6	BACKHOE OPERATOR < 1.5 CY	O									$19.50	$136.50	$30.33	$0.00				$30.33	$366.17
			S			10.50					10.50	13.00	$396.50							
			O																	
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			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 11/27/2015

I, HUGO P GONZALEZ (Name of Signatory Party) PROGRAM MANAGER (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENG (Contractor or Subcontractor) on the TIJERINA DRAINAGE IMPROVEMENTS (Building or Work); that during the payroll period commencing on the 16 day of 11, 2015, and ending the 22 day of 11, 2015, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING E (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
HUGO P GONZALEZ PROGRAM MANAGER	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENGINEERS

ADDRESS 1722 N CLOSNER BLVD, SUITE B
EDINBURG, TX 78541

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

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
23-29 (NO ACTIVITY)	01/10/2016	TIJERINA RURAL DEVELOPMENT DRAINAGE IMPROVEMENTS PROJECT	GLO 12-406-000-6453 / DRS 210068

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: M	T	W	TH	F	S	SU (HOURS WORKED EACH DAY)	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	CHILD SUPPORT	GAS	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
No Activity for week ending 11/29/2015 - week ending 01/10/2016			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 01/11/2016

I, HUGO P GONZALEZ (Name of Signatory Party) PROGRAM MANAGER (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENG (Contractor or Subcontractor) on the TIJERINA DRAINAGE IMPROVEMENTS (Building or Work); that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING E (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
HUGO P GONZALEZ PROGRAM MANAGER	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENGINEERS

ADDRESS 1722 N CLOSNER BLVD, SUITE B
EDINBURG, TX 78541

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

PAYROLL NO. 30

FOR WEEK ENDING 01/17/2016

PROJECT AND LOCATION TIJERINA RURAL DEVELOPMENT DRAINAGE IMPROVEMENTS PROJECT

PROJECT OR CONTRACT NO. GLO 12-406-000-6453 / DRS 210068

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: M 11	T 12	W 13	TH 14	F 15	S 16	SU 17 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	CHILD SUPPORT	GAS	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
ALONZO MARTINEZ XXX-XX-8165 801 E. MINNESOTA RD. SAN JUAN, TX 7858988	2	SUPERINTENDENT (SALARY)	O										$1,627.50	$124.51	$167.00				$291.51	$1,335.99
			S																	
HECTOR CAMARGO XXX-XX-7718 418 PALM HARBOR ALAMO, TX 78516	3	BACKHOE OPERATOR < 1.5 CY	O									$21.00	$105.00	$80.60	$171.00			$25.00	$276.60	$776.90
			S		7.50						7.50	14.00	$1,053.50							
ARTURO CORNEJO XXX-XX-8898 10005 NOGAL ST. MERCEDES, TX 78570	16	PIPE LAYER	O					7.00			7.00	$18.00	$366.00	$59.43	$0.00			$25.00	$84.43	$692.57
			S			8.00	9.50	2.50			20.0(	12.00	$777.00							
DEEJAY VILLALPANDO XXX-XX-8235 PO BOX 2415 ELSA, TX 78543	2	UTILITY LABORER	O					9.00			9.00	$17.30	$443.95	$59.10	$77.00				$136.10	$636.50
			S		7.00	8.00	9.50	0.50			25.0(	11.53	$772.60							
EDUARDO ARMIJO XXX-XX-7192 PO BOX 121 SAN JUAN, TX 78589	6	BACKHOE OPERATOR < 1.5 CY	O									$19.50	$494.00	$37.79	$0.00				$37.79	$456.21
			S									13.00								
ADALBERTO PADRON XXX-XX-0423 536 RAY DR. ALAMO, TX 78516	4	BACKHOE OPERATOR < 1.5 CY	O									$19.50	$201.50	$68.87	$73.00				$141.87	$758.38
			S		7.00	8.50					15.5(	13.00	$900.25							
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 01/22/2016

I, HUGO P GONZALEZ (Name of Signatory Party) PROGRAM MANAGER (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENGI (Contractor or Subcontractor) on the TIJERINA DRAINAGE IMPROVEMENTS (Building or Work); that during the payroll period commencing on the 11 day of 01, 2016, and ending the 17 day of 01, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING E (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
HUGO P GONZALEZ PROGRAM MANAGER	

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.

Certificate of Substantial Completion

PROJECT: Pct. 1- Tijerina Rural Development Drainage Improvement Project

PROJECT NUMBER: HCDD 1-15-006-06-02A

OWNER: Hidalgo County Drainage District No. 1

CONTRACTOR: Jimenez Engineering Solution, LLC dba International Consulting Engineers

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Quintanilla, Headley & Associates, Inc.	Eulalio Ramirez, P.E.	1-13-16
Engineering Firm	By: Project Engineer	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ $8,760.00.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by 01/21/16
Date

Jimenez Engineering Solutions, LLC	By:	1/13/2016
Contractor		Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on _____.
Date

Owner	By	Date

Certificate of Substantial Completion

PROJECT: Pct. 1- Tijerina Rural Development Drainage Improvement Project

PROJECT NUMBER: HCDD 1-15-006-06-02A

OWNER: Hidalgo County Drainage District No. 1

CONTRACTOR: Jimenez Engineering Solutions, LLC dba International Consulting Engineers

LIST OF ITEMS TO BE COMPLETED OR CORRECTED FOR THE ABOVE REFERENCED PROJECT.

1. 18" HP Pipe for Driveways 20 LF
2. Calcihe Driveway 1 EA
3. 8"-7' Long Steel Bollards (Schedule 80W/ 2' Footing 4.5' Deep) - 3 EA
4. Convert Grate Type CC into a Junction Manhole - 1 EA
5. Tie in Connection into Junction Manhole - 1 EA
6. Clean all Inlets & structures at site.
7.
8.
9.
10.

PREPARED BY:

Quintanilla, Headley & Associates, Inc.		01/13/16
ENGINEERING FIRM	**BY: Project Engineer** Eulalio Ramirez, P.E.	**Date**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

Letter of Transmittal

To: Hidalgo County Drainage Dist. No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

Date: January 13, 2016
Attention: Raul Sesin, P.E.
Re: Tijerina Rural Development Drainage Improvements Project

Description:

- Original Certificate of Substantial Completion

Remarks: _____

_____

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JAN 13 2016
400 AM / PM
BY: RLW

Sent By: Stephanie for Eulalio Ramirez, P.E. **Delivered By**: _____

Received By: _____ **Time**: _____

Printed Name

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: 1/14/2016

Engineer/Firm Name: Quintanilla Headley & Associates Inc.

Project Name/Number: Tijerina Rural Dev

Invoice No.: NOT AN INVOICE

Purchase Order No.:

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos _____ Date: 1-15-16
Claudette Guerrero _____ Date: 1-19-16
8:52 AM.

Total # of Pages Submitted: 3

Attachments: Original Certificate of Sub Completion

Forwarded to: Jose N. Saldivar _____ Date: _____

Forwarded to: Lora Briones _____ Date: _____

Additional Comments:

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 15th DAY OF January, 2016 A FINAL INSPECTION was made of the project herein described.

CONTRACT HCDD1-15-006-06-02A

CONTRACT DATE: 06/02/2015

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT 1

CONSTRUCTION CONTRACTOR: JIMENEZ ENGINEERING SOLUTIONS DBA I.C.E

OF THE CITY OF EDINBURG STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF TIJERINA RURAL DEVELOPMENT DRAINAGE IMPROVEMENTS

CONTRACT NO: HCDD1-15-006-06-02A

Located in or near the City/Precinct Of PRECINCT 1

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   NONE
2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract $240,152.00

Present Amount of Contract $248,912.00

Total Amount of earned to Date $248,912.00

Less: previous payments $224,020.80

Balance $24,891.20

Authorized deductions $0.00

AMOUNTY OF FINAL PAYMENT $24,891.20

6. That the final payment in the amount of $24,891.20 (twenty four thousand eight hundred ninety one dollars and twenty cents) is now due and payable.

Engineer's Signature

CONCURRED BY:

Contractor's Name Jimenez Engineering Solutions

By: Hugo P. Gonzalez Jr.

Title: Principal

CONCURRED BY:

Hon. Ramon Garcia,

LETTER OF WARRANTY

Date: January 15, 2016

Project Name: Tijerina Rural Development Drainage Improvements

Project Location: Tijerina Subdivision

Contract Number: HCDD1-15-006-06-02A

Contract Amount: $248,912.00

Jimenez Engineering Solutions DBA I.C.E. warrants all labor performed and material installed at the above-mentioned job site, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of (1) one year from date of installation. This warranty does not include normal wear and tear, and/or product abuse.

Under this warranty, Jimenez Engineering Solutions DBA I.C.E. will be provided the opportunity to have one of its representatives assess any damage identified to be caused by employees and/or material installed by us. If said damage is judged to be the fault Jimenez Engineering Solutions DBA I.C.E. workmanship and/or material, Jimenez Engineering Solutions DBA I.C.E. will at no cost to the Owner repair or replace defective material.

Respectfully,

Name Hugo P. Gonzalez Jr.
Title Principal

Contractor Company Name: Jimenez Engineering Solutions DBA I.C.E.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Tijerina Rural Development Drainage Improvements **PROJECT NO.** HCDD1-15-006-06-02A
OWNER: Hidalgo County Drainage District 1
CONTRACTOR: Jimenez Engineering Solutions DBA I.C.E.
ENGINEER: Quintanilla, Headley & Associates, Inc.

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, anc services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By Hugo P. Gonzalez Jr.

Title Principal

VIVIAN GONZALEZ
Notary Public, State of Texas
My Commission Expires
February 11, 2018

Subscribed and sworn to before me this 15th day of January, 2016

Notary Public: Vivian Gonzalez

My Commission Expires: February 11, 2018

Contractor's Affidavit of Release of Liens

PROJECT: Tijerina Rural Development Drainage Improvements **PROJECT NO.** HCDD1-15-006-06-02A
OWNER: Hidalgo County Drainage District 1
CONTRACTOR: Jimenez Engineering Solutions DBA I.C.E.
ENGINEER: Quintanilla, Headley & Associates, Inc.

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By Hugo P. Gonzalez Jr.

Title Principal

VIVIAN GONZALEZ
Notary Public, State of Texas
My Commission Expires
February 11, 2018

Subscribed and sworn to before me this 15th day of January, 2016

Notary Public: Vivian Gonzalez

My Commission Expires: February 11, 2018

AI -53433 12.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds
Budget 365-Rural Drainage Development
Pct.1

Request approval to issue payment on the following item:

A. Application for Retainage Release in the amount of $24891.20 from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers related to Construction Contract No. HCDD1-15-006-06-02A.

Project Engineer: Eulalio Ramirez, P.E. -Quintanilla Headley & Associates
PO#627160.

BACKGROUND

Fiscal Impact

Attachments

Retainage Release

Certificate of Construction Completion_Tijerina

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/12/2016 01:58 PM
Final Approval	Monica Badillo	02/12/2016 05:37 PM

Form Started By: Claudette Guerrero Started On: 02/12/2016 01:51 PM

Final Approval Date: 02/12/2016

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JAN 19 2016
9:46 AM / PM
BY: Ronnie

APPLICATION FOR PMT Retainage

To: Hidalgo County Drainage District No.1 (OWNER)
From: Jimenez Engineering Solutions LLC (CONTRACTOR)
Contract: HCDD1-15-006-06-02A
Project: Precinct 1- Tijerina Rural Development Drainage Improvements Project
OWNER's Contract No. HCDD1-15-006-06-02A ENGINEER's Project No.
For Work accomplished through the date of: 15-Jan-2016

1.	Original Contract Price:		$ 240,152.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 8,760.00
3.	Current Contract Price (1 plus 2):		$ 248,912.00
4.	Total completed and stored to date:		$ 248,912.00
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	0% of stored material:	$ -	
	Total Retainage:		$ -
6.	% of Construction Completed:		
	0% of contracted $ amount has been completed		
7.	Total completed and stored to date less retainage (4 minus 5):		$ 248,912.00
8.	Less previous Application for Payments:		$ (224,020.80)
9.	Balance to Finish:		$ -
10.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 24,891.20**

Accompanying Documentation:

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

Dated 15-Jan-16 Jimenez Engineering Solutions LLC
CONTRACTOR
By: Hugo P. Gonzalez Jr.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 18 day of January 2016
Efrain Garcia
Notary Public
My Commission expires: 2-25-2017

EFRAIN GARCIA
MY COMMISSION EXPIRES
February 25, 2017

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 15-Jan-16 QUINTANILLA HEADLEY & ASSOCIATES, INC
ENGINEER
By:

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 15th DAY OF January, 2016 A FINAL INSPECTION was made of the project herein described.

CONTRACT HCDD1-15-006-06-02A

CONTRACT DATE: 06/02/2015

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT 1

CONSTRUCTION CONTRACTOR: JIMENEZ ENGINEERING SOLUTIONS DBA I.C.E

OF THE CITY OF EDINBURG STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF TIJERINA RURAL DEVELOPMENT DRAINAGE IMPROVEMENTS

CONTRACT NO: HCDD1-15-006-06-02A

Located in or near the City/Precinct Of PRECINCT 1

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   NONE
2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract $240,152.00

Present Amount of Contract $248,912.00

Total Amount of earned to Date $248,912.00

Less: previous payments $224,020.80

Balance $24,891.20

Authorized deductions $0.00

AMOUNTY OF FINAL PAYMENT $24,891.20

6. That the final payment in the amount of $24,891.20 (twenty four thousand eight hundred ninety one dollars and twenty cents) is now due and payable.

Engineer's Signature

CONCURRED BY:

Contractor's Name Jimenez Engineering Solutions

By: Hugo P. Gonzalez Jr.

Title: Principal

CONCURRED BY:

Hon. Ramon Garcia,

LETTER OF WARRANTY

Date: January 15, 2016

Project Name: Tijerina Rural Development Drainage Improvements

Project Location: Tijerina Subdivision

Contract Number: HCDD1-15-006-06-02A

Contract Amount: $248,912.00

Jimenez Engineering Solutions DBA I.C.E. warrants all labor performed and material installed at the above-mentioned job site, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of (1) one year from date of installation. This warranty does not include normal wear and tear, and/or product abuse.

Under this warranty, Jimenez Engineering Solutions DBA I.C.E. will be provided the opportunity to have one of its representatives assess any damage identified to be caused by employees and/or material installed by us. If said damage is judged to be the fault Jimenez Engineering Solutions DBA I.C.E. workmanship and/or material, Jimenez Engineering Solutions DBA I.C.E. will at no cost to the Owner repair or replace defective material.

Respectfully,

Name Hugo P. Gonzalez Jr.
Title Principal

Contractor Company Name: Jimenez Engineering Solutions DBA I.C.E.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Tijerina Rural Development Drainage Improvements **PROJECT NO.** HCDD1-15-006-06-02A
OWNER: Hidalgo County Drainage District 1
CONTRACTOR: Jimenez Engineering Solutions DBA I.C.E.
ENGINEER: Quintanilla, Headley & Associates, Inc.

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, anc services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By Hugo P. Gonzalez Jr.

Title Principal

VIVIAN GONZALEZ
Notary Public, State of Texas
My Commission Expires
February 11, 2018

Subscribed and sworn to before me this 15th day of January, 2016

Notary Public: Vivian Gonzalez

My Commission Expires: February 11, 2018

Contractor's Affidavit of Release of Liens

PROJECT: Tijerina Rural Development Drainage Improvements **PROJECT NO.** HCDD1-15-006-06-02A
OWNER: Hidalgo County Drainage District 1
CONTRACTOR: Jimenez Engineering Solutions DBA I.C.E.
ENGINEER: Quintanilla, Headley & Associates, Inc.

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By Hugo P. Gonzalez Jr.

Title Principal

VIVIAN GONZALEZ
Notary Public, State of Texas
My Commission Expires
February 11, 2018

Subscribed and sworn to before me this 15th day of January, 2016

Notary Public: Vivian Gonzalez

My Commission Expires: February 11, 2018

AI -53434 13.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds
Budget 365-Rural Drainage Development
Pct.4

Approval to issue payment on the following item:

A. Application for Retainage Release in the amount of $58,278.60 from PEGA JPS Utilities, LLC related to Contract No. HCDD1-Pct.4 Tower Road & Mile 17 1/2 Road Drainage Improvement.

Project Engineer: Jose Noe Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525

B. Acceptance of Certificate of Construction Completion from PEGA JPS Utilities, LLC related to Contract No. HCDD1-Pct.4 Tower Road & Mile 17 1/2 Road Drainage Improvement. Date of Issuance: 12-22-2015.

BACKGROUND

Fiscal Impact

Attachments

Retainage Release_Tower & Mile 17.5
Certificate of Substantial Completion_Tower & Mile 17.5
Certificate of Construction Completion_Tower & Mile 17.5

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/12/2016 02:51 PM
Final Approval	Monica Badillo	02/12/2016 05:37 PM

Form Started By: Claudette Guerrero Started On: 02/12/2016 02:00 PM

Final Approval Date: 02/12/2016

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: 1/19/2016

Engineer/Firm Name: PEGA JPS Utilities

Project Name/Number: Tower Road & Mile 17 1/2

Invoice No.: Application for PMT No. 4 (Reatiange)

Purchase Order No.:

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos _____ Date: _____
Claudette Guerrero _____ Date: _____

Total # of Pages Submitted: 12

Attachments: Certificates for Completion

Forwarded to: Jose N. Saldivar _____ Date: _____

Forwarded to: Lora Briones _____ Date: _____

Additional Comments:

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

PEGA JPS Utilities, LLC
24105 Brushline Road
Edinburg, TX 78542-0937
Phone: (956) 380-1509
Fax: (956) 380-1593
E-mail: admin@pegajps.com

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JAN 19 2016
2:30 AM / PM
BY: Rosa Cruz

DATE: Tuesday, January 19, 16
PROJECT: HCDD1 Tower Road and Mile 17 1/2 Road Area Drainage Improvements
RE: Close-Out Documents
ATTN: Nora Cavazos

We are sending you: ____ Attached ____ Under Separate Cover Via ✓ The following items

____ Shop Drawings ____ Pay Request ____ Payroll Report ____ Copy of Letter
____ Change Order ____ Submittal Date ____ Plans ____ Specifications
____ SW3P ____ Submittals ____ Traffic Control Plan

Copies	Date	Description
1	1/19/16	Cert. of Construction Completion, Contractor's Affidavit of Release & Payment of Debts
1	1/19/16	Contractor's and Suppliers' Final Waiver of Liens
1	1/19/16	Application for Payment No.4 (Retainage)

THESE ARE TRANSMITTED as checked below:

✓ For Approval ____ Approved as Submitted ____ Resubmit ____ Copies for Distribution
____ For Your Perusal ____ Approved as Noted ____ Submit ____ For Review and Comment
____ As Requested ____ Returned for Corrections ____ Copies for Approval
____ For Your Files ____ Return ____ Copies

COMMENTS:

Please call if there are any questions.

Thank you!

Received By:

Hidalgo County Drainage District #1

Delivered By:

Jose L. Saenz

PEGA JPS Utilities, LLC

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 19 2016
2:30 AM / PM
BY: R. Ire

APPLICATION FOR PAYMENT NO. 4 – Retainage

To: HIDALGO COUNTY DRAINAGE DISTRICT NO.1 (OWNER)
From: PEGA JPS Utilities, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY DRAINAGE DISTRICT NO.1
Project: Pct.4 - Tower Road & Mile 17 1/2" Road Area Drainage Improvements

Owner's Contract No. HCDD1-15-010-07-22B Engineer's Project No.
For Work accomplished through the date of: December 17, 2015

1. Original Contract Price:		$ 569,106.00
2. Net change by Change Order No. 1 & 2 and Written Agreements(+):		$ 13,680.00
3. Current Contract Price (1 plus 2):		$ 582,786.00
4. Total completed and stored to date:		$ 582,786.00
5. Retainage (per Agreement):		
10% of completed Work:	$0.00	
____ of stored material		
Total Retainage:		$ -
6. Total completed and stored to date less retainage (4 minus 5)		$ 582,786.00
7. Less previous Application for Payments:		$ 524,507.40
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 58,278.60

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that to the best of the Contractors'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 which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown therein is now due.

CONTRACTOR:
BY: Pedro Saenz

State of Texas
County of Hidalgo
Subscribed and Sworn to before me this 19th day of JANUARY 2016

Jose L. Saenz
Notary Public,
State of Texas
Expires: 11/12/2019

Notary Public
My Commission Expires: 11/12/19 Jose L. Saenz

CERTIFICATE FOR PAYMENT
In accordance with Contract Documents, based on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Enigneer'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: $ 58,278.60

(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: _____ Date: _____
Project Engineer

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: 12/18/15

Colonia:
Roadway: Tower Road
Control:
Project No: HCDD1-15-010-07-22B
County: Hidalgo County
Est. No: 4 (RETAINAGE)
Work Type: Drainage Improvements
Limits:

Contractor: **PEGA JPS Utilities, LLC**
Contract Price: $582,906.00
Work Done This Mo. $582,786.00
% Complete: 100%

Date Contract Began: 9/14/15
Contract Time: 102
Time Charged: 94
% Time Used: 92.16%

From: Irrigation Canal (1/4 Mi. south of Queens Dr.)
To: Mile 18 North

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTH NO.1 Item Cost (Monthly)	MONTH NO.1 MONTHLY QUANTITY	MONTH NO.1 QTY to Date	MONTH NO.2 Item Cost (Monthly)	MONTH NO.2 MONTHLY QUANTITY	MONTH NO.2 QTY to Date	MONTH NO.3 Item Cost (Monthly)	MONTH NO.3 MONTHLY QUANTITY	MONTH NO.3 QTY to Date	CHANGE ORDER #2 QTY	CHANGE ORDER #2 Item Cost
	(901)ADMINSTRATIVE (902) PRELIMINARY ENGINEERING (903) CONSTRUCTION ENGINEERING (904) RIGHT-OF-WAY (905) ROADWAY CONSTRUCTION															
	BASE BID															
1	Trench Protection	LF	4,282	3.00	$12,846.00	$5,718.00	1,906	1,906	$7,128.00	2,376	4282	0.00		4282		
2	Safety End Treatment for 18" Pipe	EA	9	1,250.00	$11,250.00	$0.00		0	$0.00		0	10,000.00	8	8	(1)	(1,250.00)
3	Safety End Treatment for 15" Pipe	EA	1	1,100.00	$1,100.00	$0.00		0	$0.00		0	1,100.00	1	1		
4	Type "M" Manhole (Junction Box) with Inlet Top	EA	3	6,500.00	$19,500.00	$0.00		0	$19,500.00	3	3	0.00		3		
5	Manhole	EA	1	3,500.00	$3,500.00	$0.00		0	$3,500.00	1	1	0.00		1		
6	Concrete Rip Rap	CY	42	285.00	$11,970.00	$0.00		0	$0.00		0	11,970.00	42	42		
7	Type "C-C" Inlet w/Concrete Apron	EA	14	3,000.00	$42,000.00	$18,000.00	6	6	$24,000.00	8	14	0.00		14		
8	Type "C-C" Inlet w/Concrete Apron and Spillway	EA	1	3,950.00	$3,950.00	$0.00		0	$3,950.00	1	1	0.00		1		
9	Asphalt Driveways (3" Caliche Base and 1" ACP)	SY	666	18.00	$11,988.00	$0.00		0	$0.00		0	5,688.00	316	316	(350)	(6,300.00)
10	4" Concrete Driveways	SY	216	85.00	$18,360.00	$0.00		0	$0.00		0	9,860.00	116	116	(100)	(8,500.00)
11	Regrade Roadside Ditch	LF	12,660	3.00	$37,980.00	$0.00		0	$0.00		0	37,980.00	12660	12660		
12	Traffic Control	LS	1	5,000.00	$5,000.00	$2,500.00	0.5	0.5	$2,500.00	0.5	1.0	0.00		1.0		
13	Erosion Control Practices. TCEQ and SWPPP	LS	1	$ 2,500.00	$2,500.00	$2,500.00	1	1	$0.00		1	0.00		1		
14	Concrete Valley Gutter (As per Details)	SY	29	$ 45.00	$1,305.00	$0.00			$0.00			1,305.00	29	29		
	ALTERNATE NO.1															
1	60" HP Polypropylene Storm Drain Pipe	LF	103	$ 186.00	$19,158.00	$19,158.00	103	103	$0.00		103	0.00		103		
2	48" HP Polypropylene Storm Drain Pipe	LF	843	$ 125.00	$105,375.00	$105,375.00	843	843	$0.00		843	0.00		843		
3	42" HP Polypropylene Storm Drain Pipe	LF	879	$ 110.00	$96,690.00	$0.00		0	$96,690.00	879	879	0.00		879		
4	30" HP Polypropylene Storm Drain Pipe	LF	1,310	$ 55.00	$72,050.00	$34,815.00	633	633	$37,235.00	677	1310	0.00		1310		
5	24" HP Polypropylene Storm Drain Pipe	LF	753	$ 40.00	$30,120.00	$12,000.00	300	300	$18,120.00	453	753	0.00		753		
6	18" HP Polypropylene Storm Drain Pipe	LF	1,268	$ 29.00	$36,772.00	$783.00	27	27	$19,169.00	661	688	9,860.00	340	1028	(240)	(6,960.00)
7	Storm Trench Bedding and Backfill	LF	4,282	$ 6.00	$25,692.00	$11,436.00	1,906	1,906	$14,256.00	2,376	4282	0.00		4282		
	CHANGE ORDER NO.1															
1	Extend Inlet 17 and S.E.T. #10 345' west	LF	345	$ 40.00	$13,800.00	$0.00		0	$13,800.00	345	345	0.00		345		
	CHANGE ORDER NO.2															
1	Deduct - 18" HP Polypropylene Storm Drain Pipe	LF	240	$ 29.00	($6,960.00)											
2	Deduct - Asphalt Driveways	SY	350	$ 18.00	($6,300.00)											
3	Deduct - 4" Concrete Driveways	SY	100	$ 85.00	($8,500.00)											
4	Deduct - Safety End Treatment for 18" Pipe	EA	1	$ 1,250.00	($1,250.00)											
5	Add - 18" HP Polypropylene Storm Drain Pipe	LF	300	$ 29.00	$8,700.00							8,700.00	300	300		
6	Add - Asphalt Driveways	SY	100	$ 18.00	$1,800.00							1,800.00	100	100		
7	Add - 4" Concrete Driveways	SY	100	$ 85.00	$8,500.00							8,500.00	100	100		
8	Add - Caliche Driveways w/Culvert Pipe (as specified)	LS	1	$ 1,690.00	$1,690.00							1,690.00	1	1		
9	Add - 18" ADS Culvert Pipe	LF	80.00	$ 27.50	$2,200.00							2,200.00	80	80		
	Totals:				**$ 582,786.00**	**$ 212,285.00**			**$ 259,848.00**			**$ 110,653.00**				**(23,010.00)**

ADMINISTRATIVE (901)
PRELIMINARY ENGINEERING (902)
CONSTRUCTION ENGINEERING (903)

Total to Date:

RIGHT-OF-WAY (904):
Roadway (905):
Drainage (906): $ 582,786.00

Total to Date: **$582,786.00**

Prepared and Checked By: Signature: Pedro Saenz
Printed Name: Pedro Saenz, Managing Member
Date: 01/19/16

PEGA JPS Utilities, LLC Contractor Name
9/14/15 Contract Starting Date
12/17/15 Project Ending Date
Pct.4 - Tower Road & Mile 17 1/2" Road Area Drainage Improvements Engineer's / County Project Description

Application No.: 4
Application Date: 12/18/15
Period To: 12/17/15
Engineer's / County Project No.: **HCDD1-15-010-07-22B**

					Original Schedule Value			Value		Month No.1			Month No.2			Month No.3				Balance To Finish		Change Order #2	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Total to Date	Quan	Dollars	QTY	Item Cost
		BASE BID																					
1		Trench Protection	LF	$ 3.00	4,282	12,846.00	$ -	0.0	-	5,718.00	1,906	1,906	7,128.00	2376	4,282	-	0	4,282	12,846.00	0	0.00		
2		Safety End Treatment for 18" Pipe	EA	$ 1,250.00	9	11,250.00	$ -	0.0	-	-	0	0	-	0	0	10,000.00	8	8	10,000.00	1	1,250.00	(1)	(1250.00)
3		Safety End Treatment for 15" Pipe	EA	$ 1,100.00	1	1,100.00	$ -	0.0	-	-	0	0	-	0	0	1,100.00	1	1	1,100.00	0	0.00		
4		Type "M" Manhole (Junction Box) with Inlet Top	EA	$ 6,500.00	3	19,500.00	$ -	0.0	-	-	0	0	19,500.00	3	3	-	0	3	19,500.00	0	0.00		
5		Manhole	EA	$ 3,500.00	1	3,500.00	$ -	0.0	-	-	0	0	3,500.00	1	1	-	0	1	3,500.00	0	0.00		
6		Concrete Rip Rap	CY	$ 285.00	42	11,970.00	$ -	0.0	-	-	0	0	-	0	0	11,970.00	42	42	11,970.00	0	0.00		
7		Type "C-C" Inlet w/Concrete Apron	EA	$ 3,000.00	14	42,000.00	$ -	0.0	-	18,000.00	6	6	24,000.00	8	14	-	0	14	42,000.00	0	0.00		
8		Type "C-C" Inlet w/Concrete Apron and Spillway	EA	$ 3,950.00	1	3,950.00	$ -	0.0	-	-	0	0	3,950.00	1	1	-	0	1	3,950.00	0	0.00		
9		Asphalt Driveways (3" Caliche Base and 1" ACP)	SY	$ 18.00	666	11,988.00	$ -	0.0	-	-	0	0	-	0	0	5,688.00	316	316	5,688.00	350	6,300.00	(350)	(6300.00)
10		4" Concrete Driveways	SY	$ 85.00	216	18,360.00	$ -	0.0	-	-	0	0	-	0	0	9,860.00	116	116	9,860.00	100	8,500.00	(100)	(8500.00)
11		Regrade Roadside Ditch	LF	$ 3.00	12,660	37,980.00	$ -	0.0	-	-	0	0	-	0	0	37,980.00	12,660	12,660	37,980.00	0	0.00		
12		Traffic Control	LS	$ 5,000.00	1	5,000.00	$ -	0.0	-	2,500.00	0.5	0.5	2,500.00	0.5	1.0	-	0	1.0	5,000.00	0.0	0.00		
13		Erosion Control Practices. TCEQ and SWPPP	LS	$ 2,500.00	1	2,500.00	$ -	0.0	-	2,500.00	1	1	-	0	1	-	0	1	2,500.00	0	0.00		
14		Concrete Valley Gutter (As per Details)	SY	$ 45.00	29	1,305.00	$ -	0.0	-	-	0	0	-	0	0	1,305.00	29	29	1,305.00	0	0.00		
		Total Base Bid:				**183,249.00**				**28,718.00**			**60,578.00**			**77,903.00**			**167,199.00**		**16,050.00**		
		ALTERNATE NO.1																					
1		60" HP Polypropylene Storm Drain Pipe	LF	$ 186.00	103	19,158.00	$ -	0.0	-	19,158.00	103	103	-	0	103	-	0	103	19,158.00	0	0.00		
2		48" HP Polypropylene Storm Drain Pipe	LF	$ 125.00	843	105,375.00	$ -	0.0	-	105,375.00	843	843	96,690.00	0	843	-	0	843	105,375.00	0	0.00		
3		42" HP Polypropylene Storm Drain Pipe	LF	$ 110.00	879	96,690.00	$ -	0.0	-	-	0	0	37,235.00	879	879	-	0	879	96,690.00	0	0.00		
4		30" HP Polypropylene Storm Drain Pipe	LF	$ 55.00	1,310	72,050.00	$ -	0.0	-	34,815.00	633	633	18,120.00	677	1,310	-	0	1,310	72,050.00	0	0.00		
5		24" HP Polypropylene Storm Drain Pipe	LF	$ 40.00	753	30,120.00	$ -	0.0	-	12,000.00	300	300	19,169.00	453	753	9,860.00	0	753	30,120.00	0	0.00		
6		18" HP Polypropylene Storm Drain Pipe	LF	$ 29.00	1,268	36,772.00	$ -	0.0	-	783.00	27	27	14,256.00	661	688	-	340	1,028	29,812.00	240	6,960.00	(240)	(6960.00)
7		Storm Trench Bedding and Backfill	LF	$ 6.00	4,282	25,692.00	$ -	0.0	-	11,436.00	1,906	1,906	-	2376	4,282	-	0	4,282	25,692.00	0	0.00		
		Total Alternate No.1				**385,857.00**			-	**183,567.00**			**185,470.00**			**9,860.00**			**378,897.00**		**6,960.00**		
		CHANGE ORDER NO.1																					
		Extend Inlet 17 and S.E.T. #10 345' west	LF	$ 40.00	345.0	13,800.00							13,800.00	345	345				13,800.00		0.00		
		Total Change Order No.1											**13,800.00**						**13,800.00**		**0.00**		
		CHANGE ORDER NO.2																					
		Deduct - 18" HP Polypropylene Storm Drain Pipe	LF	$ 29.00	240	($6,960.00)																	
		Deduct - Asphalt Driveways	SY	$ 18.00	350	($6,300.00)																	
		Deduct - 4" Concrete Driveways	SY	$ 85.00	100	($8,500.00)																	
		Deduct - Safety End Treatment for 18" Pipe	EA	$ 1,250.00	1	($1,250.00)																	
		Add - 18" HP Polypropylene Storm Drain Pipe	LF	$ 29.00	300	$8,700.00										8,700.00	300	300	8,700.00		0.00		
		Add - Asphalt Driveways	SY	$ 18.00	100	$1,800.00										1,800.00	100	100	1,800.00		0.00		
		Add - 4" Concrete Driveways	SY	$ 85.00	100	$8,500.00										8,500.00	100	100	8,500.00		0.00		
		Add - Caliche Driveways w/Culvert Pipe (as spec	LS	$ 1,690.00	1	$1,690.00										1,690.00	1	1	1,690.00		0.00		
		Add - 18" ADS Culvert Pipe	LF	$ 27.50	80.0	$2,200.00										2,200.00	80	80	2,200.00				
		Total Change Order No.2														**22,890.00**			**22,890.00**				
		TOTAL AMOUNTS:				**569,106.00**			-	**212,285.00**			**259,848.00**			**110,653.00**			**582,786.00**		**23,010.00**		(23,010.00)

Prepared and Checked By: Signature: Pedro Saenz Date: 01/18/16
Printed Name: Pedro Saenz, Managing Member

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 19 2016

2:30 AM / PM

BY: R. Rue

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 22nd DAY OF December 2015 A FINAL INSPECTION was made of the project herein described.

CONTRACT Pct.4 - Tower Road and Mile 17 1/2 Area Drainage Improvements

CONTRACT DATE: August 4, 2015

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CONSTRUCTION CONTRACTOR: PEGA JPS Utilities, LLC

OF THE CITY OF Edinburg STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF Pct.4 - Tower Road and Mile 17 1/2 Area Drainage Improvements

CONTRACT NO: HCDD1-15-010-07-22B

Located in or near the City/Precinct Of Precinct No.4

THIS IS TO CERTIFY,,

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of N/A, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release,, starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	$ 569,106.00
Present Amount of Contract	$ 582,786.00
Total Amount of earned to Date	$ 582,786.00
Less: previous payments	$ 524,507.40
Balance	$ 58,278.60
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 58,278.60

6. That the final payment in the amount of fifty-eight thousand two hundred seventy-eight dollars and sixty cents is now due and payable.

Engineer's Signature

CONCURRED BY:

PEGA JPS Utilities, LLC
Contractor's Name

By: Pedro Sanz

Title: Managing Member

CONCURRED BY:

Hon. Ramon Garcia,

Contractor's Affidavit of Release of Liens

PROJECT: Pct.4 - Tower Road and Mile 17 1/2 Area Drainage Imp. **PROJECT NO.**
OWNER: Hidalgo County Drainage District No.1 HCDD1-15-010-07-22B
CONTRACTOR: PEGA JPS Utilities, LLC
ENGINEER: Jose Noe Saldivar, P.E.

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None

CONTRACTOR

By Pedro Saenz

Title Managing Member

Subscribed and sworn to before me this 19th day of JANUARY 2016

Notary Public: Jose L. Saenz

My Commission Expires: 11/12/19

Jose L. Saenz
Notary Public,
State of Texas
Expires: 11/12/2019

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT:	Pct.4 - Tower Road and Mile 17 1/2 Area Drainage Imp.	**PROJECT NO.**
OWNER:	Hidalgo County Drainage District No.1	HCDD1-15-010-07-22B
CONTRACTOR:	PEGA JPS Utilities, LLC	
ENGINEER:	Jose Noe Saldivar, P.E.	

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, anc services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By Pedro Saenz

Title Managing Member

Subscribed and sworn to before me this 19th day of JANUARY 2016

Notary Public: Jose L. Saenz

My Commission Expires: 11/12/19

Jose L. Saenz
Notary Public,
State of Texas
Expires: 11/12/2019

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Hidalgo County Drainage District No.1 to furnish Storm Sewer Improvements in connection with certain improvements to real property located in Edinburg, Hidalgo County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 Which improvements are described as follows:

Hidalgo County Pct.4 - Tower Road and Mile 17 1/2 Area Drainage Improvements Project
Contract No: HCDD1-15-010-08-04B

In consideration of Pay Estimate No 4 in the amount of fifty-eight thousand two hundred seventy-eight thousand dollars and sixty cents DOLLAR($ 58,278.60)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.

NAME: **PEGA JPS Utilities, LLC**
CONTRACTOR

BY: Pedro Saenz
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 19th day of January, 2016 to certify which witness my hand and seal of office.

Jose L. Saenz
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 11/12/19

Jose L. Saenz
Notary Public,
State of Texas
Expires: 11/12/2019

~~PARTIAL~~/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with **PEGA JPS Utilities, LLC** to furnish construction materials 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:

Tower Road and Mile 17 1/2 Road Area Drainage Improvements
HCDD1-15-010-07-22B

In consideration of Pay Estimate No 3 in the amount of Ten thousand three hundred noneteen dollars and fifteen cents DOLLAR($ 10,319.15)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.

NAME: Royal Ready Mix
SUPPLIER ~~CONTRACTOR~~

BY: [signature] Owner
~~TITLE~~

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of Jan 20 16 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12/17/2019

ALICIA PEREZ
Notary Public, State of Texas
Comm. Expires 12-17-2019
Notary ID 130472594

~~PARTIAL~~/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with **PEGA JPS Utilities, LLC** to furnish construction materials 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:

Tower Road and Mile 17 1/2 Road Area Drainage Improvements
HCDD1-15-010-07-22B

In consideration of Pay Estimate No 3 in the amount of eleven thousand two hundrec dollars and zero cents DOLLAR($ 11,200.00)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

NAME: Royal Precast
SUPPLIER ~~CONTRACTOR~~

BY: [signature] owner
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of Jan. ,2016 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

ALICIA PEREZ
Notary Public, State of Texas
Comm. Expires 12-17-2019
Notary ID 130472594

My Commission Expires:
12/17/2019

ACT
PIPE & SUPPLY

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that ACT Pipe & Supply, Inc. does hereby release and relinquish any and all claims and rights of lien to the extent of the amount paid herein in respect to **Pega JPS Utilities, LLC** the general contractor for the construction of the TRDI – Tower Rd – Drainage Improvements on the premises of the owner located at Edinburg, TX.

EXECUTED on this the 19th day of January 2016.

Valerie Phillips

ACT Pipe & Supply, Inc.

COUNTY OF HARRIS

This instrument was acknowledged before me on January 19, 2016, by Valerie Phillips.

Angela Carr

Notary Public

My Commission Expires:

March 3 2018

ANGELA CARR
Notary Public, State of Texas
My Commission Expires
March 03, 2018

OK-to use Form
PE
12/22/15

Certificate of Substantial Completion

PROJECT: Tower Rd. and Mile 17-1/2 Area Drainage Improvements

PROJECT NUMBER: HCDD1-15-010-07-22B

OWNER: Hidalgo County Drainage District No. 1

CONTRACTOR: PEGA-JPS Utilities, LLC

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Engineer	By	Date of Issuance 12/22/15

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by 12/22/15
Date

Contractor	By Jose L. Saenz	Date 12/22/15

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on 12/22/15.
Date

Owner Hidalgo Co. DD. #1	By Ramon Garcia Chairman	Date 1/20/16

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 1/5/16

Substantial Completion

PROJECT: Tower Rd. and Mile 17-1/2 Area Drainage Improvements

PROJECT NUMBER: HCDD1-15-010-07-22B

OWNER: Hidalgo County Drainage District No. 1

CONTRACTOR: PEGA-JPS Utilities, LLC

LIST OF ITEMS TO BE COMPLETED OR CORRECTED FOR THE ABOVE REFERENCED PROJECT.

1. **Complete Driveways as Required and Discussed**
2. **Repair Infiltration at Drainage Inlet # 1**
3. **Grade Road Side Ditch around Drainage Inlets for positive flow.**
4. **Saw Cut ends of Existing Driveway Culvert @ Sta. 12+50**
5.
6.
7.
8.
9.
10.

PREPARED BY:

ENGINEER	**BY: Jose Noe Saldivar, PE**	**DATE**

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: 12/22/2015

Engineer/Firm Name: PEGA JPS Utilities LLC

Project Name/Number: Certificate of Substantial Completion

Invoice No.:

Purchase Order No.:

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos Date: 12-22-15

Claudette Guerrero Date: 12/22/15

5:13 pm.

Total # of Pages Submitted: 2

Attachments: Substantial Completion List of Items

Forwarded to: Jose N. Saldivar Date:

Forwarded to: Lora Briones Date:

Additional Comments:

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

Zimbra **claudette.guerrero@hcdd1.org**

Agenda Item No. 52737 and 52741-Request for Revised Language BOD 01-05-16

From : Claudette Guerrero <claudette.guerrero@hcdd1.org> Thu, Dec 24, 2015 12:24 PM

Subject : Agenda Item No. 52737 and 52741-Request for Revised Language BOD 01-05-16 4 attachments

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

Cc : Alvaro Chuc <alvaro.chuc@hcdd1.org>, Lora Briones <lora.briones@hcdd1.org>

Reply To : Claudette Guerrero <claudette.guerrero@hcdd1.org>

Good Morning Monica,

Agenda Item no. 52737 (Consent) scheduled for Board Mtg of 01-05-16 has the following minor changes:

1. Reconciliation Change Order No.2 in the amount of $-120.00 from PEGA JPS Utilities, LLC for Construction Contract No. HCDD1-15-010-08-04B-Pct.4 Tower Rd & Mile 17 1/2 Area Drainage Improvements. Item has been reviewed and approved by District's General Manager, Raul E. Sesin, P.E.

Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525

Agenda Item No. 52741 (Regular) :

1. Request approval to issue manual payment for Application for Payment No. 3 in the amount of $99,587.70 from PEGA JPS Utilities, LLC related to Construction Contract No. HCDD1-15-010-07-22B-Pct.4 Tower Road & Mile 17 1/2 Road Area Drainage Improvements.

Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525

2. Acceptance of Certificate of Substantial Completion from PEGA JPS Utilities, LLC for Construction Project HCDD1-15-010-07-22B-Pct.4 Tower Road & Mile 17 1/2 Area Drainage Improvement.

Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525.

Claudette Guerrero
Accountant - Funds
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5804
Fax:(956)292-7089
claudette.guerrero@hcdd1.org

Claudette Guerrero
Accountant - Funds
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5804
Fax:(956)292-7089
claudette.guerrero@hcdd1.org

Claudette Signature.fw.png
136 KB

Certificate of Substantial Completion_12-22-15_BOD 01-05-16.pdf
124 KB

Application for Payment No. 3-Tower Rd & Mile 17.5_Revised BOD 01-05-16.pdf
2 MB

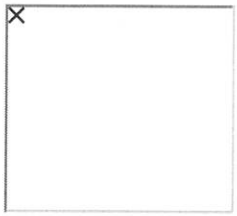
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SPECIAL MEETING - January 5, 2016

BE IT REMEMBERED, that on this 5th day of January A.D., 2015, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE EDUARDO "EDDIE" CANTU	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
January 5, 2016
9:00 A.M.

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

1. **Roll Call**

   All members of the Drainage Board were in attendance.

2. **Prayer**

   Mr. Raul Sesin led the courtroom in Prayer.

3. **Open Forum**

   No comments under Open Forum.

4. **Approval of Consent Agenda**

   The Board moved to approve the Consent Agenda.

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

   Mr. Sesin commented on previous questions in reference to the new FEMA maps. He spoke with Mr. Larry Loyds from FEMA, and have decided to postpone the new county maps due to several issues that are currently being taking care of.

6. AI -52779 Resolution in Honor of Sylvia T. Sanchez for her years of Service with the County of Hidalgo.

   Sylvia T. Sanchez proudly received recognition from Commissioners Court for her loyal service to Hidalgo County for 38 years. For 20 years Ms. Sanchez served various county departments, finally offering her last 18 years to the Drainage Department.

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

Vote: 5 - 0 - Unanimously

7. AI -52683 2013 Bonds
Pct.1 Rural Drainage Development

Request approval to issue manual payment for Payment Application No. 3 in the amount of $53, 717.40 from Jimenez Engineering Solutions, LLC related to Construction Contract No. HCDD1-15-006-06-02A Pct.1 Tijerina Rural Development Drain Improvements. Project Engineer: Quintanilla Headley & Associates. PO#627160.

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

8. AI -52741 2013 Bonds:
Pct.4 Rural Drainage Development

A. Request approval to issue manual payment for Application for Payment No. 3 in the amount of $99,587.70 from PEGA JPS Utilities, LLC related to Construction Contract No. HCDD1-15-010-07-22B-Pct.4 Tower Road & Mile 17 1/2 Road Area Drainage Improvements.

Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Acceptance of Certificate of Substantial Completion from PEGA JPS Utilities, LLC for Construction Project HCDD1-15-010-07-22B-Pct.4 Tower Road & Mile 17 1/2 Area Drainage Improvement.

Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525.

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

9. AI -52745 2013 Bonds:
Pct.4 Rural Drainage Development

Approval to issue manual payment for Application for Retainage Release in the amount of $36,955.24 from Rojas Heavy Equipment LLC D/B/A Rojas Construction & Paving for Construction Contract No. HCDD1-14-011-04-029-Pct.4 N. Seminary Drainage Improvement.

Project Engineer: Quintanilla Headley & Associates, Inc.
PO#625109

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

10. AI -52742 2013 Bonds:
Pct.4 Rural Drainage Development

Approval of Change Order No. 1 in the amount of $172,205.00 from Texas Cordia Construction related to Contract No. HCDD1-15-009-07-22A-Pct.4 Hoehn Road and Drainage Improvement.

Project Engineer: DOS Logistics, Inc.
PO#627645

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

11. AI -52759 2013 Bonds:
Control Structures

A. Approval of Change Order No. 1 in the amount of $80,600.00 from M-5 Texas Enterprises, LLC related to Contract No. HCDD1-14-028-10-28 Monte Cristo & Weslaco North Lateral Control Structures. Change Order is necessary to modify downstream structure to support sluice gate for the Weslaco North Lateral Control Structure only.

Project Engineer: Tedsi Infrastructure Group

PO#626178-Monte Cristo CS
PO#626177-Weslaco North Lateral

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Approval of Supplemental Agreement No.3 to Agreement for Professional Engineering Services for Pct.1 2012 Bond Referendum Improvement Projects with Tedsi Infrastructure Group approved by Board on 04-09-2013.

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

Vote: 5 - 0 - Unanimously

12. AI -52786 A.) Presentation of Scoring Grid for the purpose of ranking by HCDD1 Board of Directors of responses received in connection with RFQ No. HCDD1-15-012-12-11 "Independent Financial Audit Services"

FIRM NAME:	SCORE:	RANK:
Burton, McCumber & Cortez, LLP	95	1
Long Chilton, LLP	86	2
Pattillo, Brown & Hill, LLP	84	3

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

Vote: 5 - 0 – Unanimously

B.) Authority to negotiate letter of engagement with the number one ranked firm of Burton, McCumber & Cortez, LLP, as it relates to "Independent Financial Services" for the District.

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

Vote: 5 - 0 – Unanimously

13. **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:

No action taken on this item.

A. **Real Estate Acquisition**

No action taken on this item.

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

No action taken on this item.

14. **Open Session:**

A. **Real Estate Acquisition**

No action taken on this item.

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

No action taken on this item.

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

No action taken on this item.

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

No action taken on this item.

17. **Adjourn**

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

Vote: 5 - 0 – Unanimously

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 5th day of January, 2015

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on January 5, 2015.

Signed this 5th day of JANUARY 2015

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Norma G. Cantu, Deputy

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

LETTER OF TRANSMITTAL

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

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

DATE: JAN 19, 2016.

TO: Judge's Office

FROM: CLAUDETTE GUERRERO.

ATTENTION: RAMÓN GARCIA

JOB TITLE: County Judge.

REASON FOR TRANSMITTAL CHECKED BELOW:

- ( ) AS REQUESTED
- ( ) RETURNED FOR CORRECTIONS
- ( ) APPROVED AS SUBMITTED
- ( ) FOR APPROVAL
- ( ) APPROVED AS NOTED
- ( ) COPY OF LETTER
- ( ) REVIEW AND COMMENT
- ( ) OTHER
- (X) HAND DELIVERED

REMARKS: Certificate of Substantial Completion
HCDD1-15-010-07-22B- Pct 4 Tower Rd
& Mile 17 1/2. Area Drain Project
BOD 1-05-2016.

Received By:

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

LETTER OF TRANSMITTAL

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

902 N. Doolittle Road
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- ( ) COPY OF LETTER
- ( ) REVIEW AND COMMENT
- ( ) OTHER
- (X) HAND DELIVERED

REMARKS: Certificate of Substantial Completion
HCDD1-15-010-07-22B- Pct 4 Tower Rd
mile 17 1/2. Area Drain Project
COD 1-05-2016.

Received By:

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JAN 19 2016
2:30 AM / PM
BY: R. Rue

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 22nd DAY OF December 2015 A FINAL INSPECTION was made of the project herein described.

CONTRACT Pct.4 - Tower Road and Mile 17 1/2 Area Drainage Improvements

CONTRACT DATE: August 4, 2015

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CONSTRUCTION CONTRACTOR: PEGA JPS Utilities, LLC

OF THE CITY OF Edinburg STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF Pct.4 - Tower Road and Mile 17 1/2 Area Drainage Improvements

CONTRACT NO: HCDD1-15-010-07-22B

Located in or near the City/Precinct Of Precinct No.4

THIS IS TO CERTIFY,,

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of N/A, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release,, starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	$ 569,106.00
Present Amount of Contract	$ 582,786.00
Total Amount of earned to Date	$ 582,786.00
Less: previous payments	$ 524,507.40
Balance	$ 58,278.60
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 58,278.60

6. That the final payment in the amount of fifty-eight thousand two hundred seventy-eight dollars and sixty cents is now due and payable.

Engineer's Signature

CONCURRED BY:

PEGA JPS Utilities, LLC
Contractor's Name
By:
Title: Managing Member

CONCURRED BY:

Hon. Ramon Garcia.

On-to use Form
PRC
12/22/15

Certificate of Substantial Completion

PROJECT: Tower Rd. and Mile 17-1/2 Area Drainage Improvements

PROJECT NUMBER: HCDD1-15-010-07-22B

OWNER: Hidalgo County Drainage District No. 1

CONTRACTOR: PEGA-JPS Utilities, LLC

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Engineer	By	Date of Issuance
[signature]	[signature]	12/22/15

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by 12/22/15 (Date)

Contractor	By	Date
[signature]	Jose L. Saenz	12/22/15

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m. (p.m.) on 12/22/15 (Date).

Owner	By	Date
Hidalgo Co. DD. #1	Ramon Garcia Chairman	1/20/16

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 1/5/16

Substantial Completion

PROJECT: Tower Rd. and Mile 17-1/2 Area Drainage Improvements

PROJECT NUMBER: HCDD1-15-010-07-22B

OWNER: Hidalgo County Drainage District No. 1

CONTRACTOR: PEGA-JPS Utilities, LLC

LIST OF ITEMS TO BE COMPLETED OR CORRECTED FOR THE ABOVE REFERENCED PROJECT.

1. Complete Driveways as Required and Discussed
2. Repair Infiltration at Drainage Inlet # 1
3. Grade Road Side Ditch around Drainage Inlets for positive flow.
4. Saw Cut ends of Existing Driveway Culvert @ Sta. 12+50
5.
6.
7.
8.
9.
10.

PREPARED BY:

ENGINEER | BY: Jose Noe Saldivar, PE | DATE 12/22/15

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: 12/22/2015

Engineer/Firm Name: PEGA JPS Utilities LLC

Project Name/Number: Certificate of Substantial Completion

Invoice No.:

Purchase Order No.:

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos — Date: 12-22-15

Claudette Guerrero — Date: 12/22/15 5:13pm.

Total # of Pages Submitted: 2

Attachments: Substantial Completion List of Items

Forwarded to: Jose N. Saldivar — Date:

Forwarded to: Lora Briones — Date:

Additional Comments:

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

Zimbra **claudette.guerrero@hcdd1.org**

Agenda Item No. 52737 and 52741-Request for Revised Language BOD 01-05-16

From : Claudette Guerrero <claudette.guerrero@hcdd1.org> Thu, Dec 24, 2015 12:24 PM

Subject : Agenda Item No. 52737 and 52741-Request for Revised Language BOD 01-05-16 4 attachments

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

Cc : Alvaro Chuc <alvaro.chuc@hcdd1.org>, Lora Briones <lora.briones@hcdd1.org>

Reply To : Claudette Guerrero <claudette.guerrero@hcdd1.org>

Good Morning Monica,

Agenda Item no. 52737 (Consent) scheduled for Board Mtg of 01-05-16 has the following minor changes:

1. Reconciliation Change Order No.2 in the amount of $-120.00 from PEGA JPS Utilities, LLC for Construction Contract No. HCDD1-15-010-08-04B-Pct.4 Tower Rd & Mile 17 1/2 Area Drainage Improvements. Item has been reviewed and approved by District's General Manager, Raul E. Sesin, P.E.

Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525

Agenda Item No. 52741 (Regular) :

1. Request approval to issue manual payment for Application for Payment No. 3 in the amount of $99,587.70 from PEGA JPS Utilities, LLC related to Construction Contract No. HCDD1-15-010-07-22B-Pct.4 Tower Road & Mile 17 1/2 Road Area Drainage Improvements.

Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525

2. Acceptance of Certificate of Substantial Completion from PEGA JPS Utilities, LLC for Construction Project HCDD1-15-010-07-22B-Pct.4 Tower Road & Mile 17 1/2 Area Drainage Improvement.

Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#627525.

Claudette Guerrero
Accountant - Funds
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5804
Fax:(956)292-7089
claudette.guerrero@hcdd1.org



Claudette Signature.fw.png
136 KB

Certificate of Substantial Completion_12-22-15_BOD 01-05-16.pdf
124 KB

Application for Payment No. 3-Tower Rd & Mile 17.5_Revised BOD 01-05-16.pdf
2 MB

CO#2_BOD 01-05-16_Revised.pdf
158 KB

SPECIAL MEETING - January 5, 2016

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HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
January 5, 2016
9:00 A.M.

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

1. **Roll Call**

   All members of the Drainage Board were in attendance.

2. **Prayer**

   Mr. Raul Sesin led the courtroom in Prayer.

3. **Open Forum**

   No comments under Open Forum.

4. **Approval of Consent Agenda**

   The Board moved to approve the Consent Agenda.

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

   Mr. Sesin commented on previous questions in reference to the new FEMA maps. He spoke with Mr. Larry Loyds from FEMA, and have decided to postpone the new county maps due to several issues that are currently being taking care of.

6. AI -52779 Resolution in Honor of Sylvia T. Sanchez for her years of Service with the County of Hidalgo.

   Sylvia T. Sanchez proudly received recognition from Commissioners Court for her loyal service to Hidalgo County for 38 years. For 20 years Ms. Sanchez served various county departments, finally offering her last 18 years to the Drainage Department.

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

Vote: 5 - 0 - Unanimously

7. AI -52683 2013 Bonds
Pct.1 Rural Drainage Development

Request approval to issue manual payment for Payment Application No. 3 in the amount of $53, 717.40 from Jimenez Engineering Solutions, LLC related to Construction Contract No. HCDD1-15-006-06-02A Pct.1 Tijerina Rural Development Drain Improvements. Project Engineer: Quintanilla Headley & Associates. PO#627160.

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

8. AI -52741 2013 Bonds:
Pct.4 Rural Drainage Development

A. Request approval to issue manual payment for Application for Payment No. 3 in the amount of $99,587.70 from PEGA JPS Utilities, LLC related to Construction Contract No. HCDD1-15-010-07-22B-Pct.4 Tower Road & Mile 17 1/2 Road Area Drainage Improvements.

Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
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Vote: 5 - 0 - Unanimously

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Project Engineer: Jose N. Saldivar, P.E.-Hidalgo County Drainage District No. 1
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Vote: 5 - 0 - Unanimously

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Approval to issue manual payment for Application for Retainage Release in the amount of $36,955.24 from Rojas Heavy Equipment LLC D/B/A Rojas Construction & Paving for Construction Contract No. HCDD1-14-011-04-029-Pct.4 N. Seminary Drainage Improvement.

Project Engineer: Quintanilla Headley & Associates, Inc.
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Approval of Change Order No. 1 in the amount of $172,205.00 from Texas Cordia Construction related to Contract No. HCDD1-15-009-07-22A-Pct.4 Hoehn Road and Drainage Improvement.

Project Engineer: DOS Logistics, Inc.
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Control Structures

A. Approval of Change Order No. 1 in the amount of $80,600.00 from M-5 Texas Enterprises, LLC related to Contract No. HCDD1-14-028-10-28 Monte Cristo & Weslaco North Lateral Control Structures. Change Order is necessary to modify downstream structure to support sluice gate for the Weslaco North Lateral Control Structure only.

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Vote: 5 - 0 - Unanimously

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FIRM NAME:	SCORE:	RANK:
Burton, McCumber & Cortez, LLP	95	1
Long Chilton, LLP	86	2
Pattillo, Brown & Hill, LLP	84	3

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

Vote: 5 - 0 – Unanimously

B.) Authority to negotiate letter of engagement with the number one ranked firm of Burton, McCumber & Cortez, LLP, as it relates to "Independent Financial Services" for the District.

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

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

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No action taken on this item.

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

No action taken on this item.

14. **Open Session:**

A. **Real Estate Acquisition**

No action taken on this item.

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

No action taken on this item.

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

No action taken on this item.

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

No action taken on this item.

17. **Adjourn**

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

Vote: 5 - 0 – Unanimously

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 5th day of January, 2015

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on January 5, 2015.

Signed this 5th day of JANUARY 2015

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Norma G. Cantu, Deputy

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

LETTER OF TRANSMITTAL

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

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

DATE: JAN 19, 2016.

TO: Judge's Office

FROM: CLAUDETTE GUERRERO.

ATTENTION: RAMÓN GARCIA

JOB TITLE: County Judge.

REASON FOR TRANSMITTAL CHECKED BELOW:

( ) AS REQUESTED	( ) FOR APPROVAL	( ) REVIEW AND COMMENT
( ) RETURNED FOR CORRECTIONS	( ) APPROVED AS NOTED	( ) OTHER
( ) APPROVED AS SUBMITTED	( ) COPY OF LETTER	(X) HAND DELIVERED

REMARKS: Certificate of Substantial Completion
HC001-15-010-07-22B- Pct 4 Tower Rd
Mile 17 1/2. Area Drain Project
BOO 1-05-2016.

Received By:

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

LETTER OF TRANSMITTAL

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

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

DATE: JAN 19, 2016.

TO: JUDGE'S OFFICE

FROM: CLAUDETTE GUERRERO.

ATTENTION: RAMON GARCIA

JOB TITLE: COUNTY JUDGE.

REASON FOR TRANSMITTAL CHECKED BELOW:

○ AS REQUESTED	○ FOR APPROVAL	○ REVIEW AND COMMENT
○ RETURNED FOR CORRECTIONS	○ APPROVED AS NOTED	○ OTHER
○ APPROVED AS SUBMITTED	○ COPY OF LETTER	⊗ HAND DELIVERED

REMARKS: CERTIFICATE of SUBSTANTIAL COMPLETION
HCDD1-15-010-07-223- PCT #1 TOWER RD
FROM MILE 17 1/2. AREA DRAIN PROJECT
COD 1-05-2016.

Received By:

AI -53438 14.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted For: Raul Sesin

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds
Budget 300-J-09 Project
Pct.4

Approval to issue payment on the following item:

Invoice No. 2015-22 in the amount of $37,007.58 from Hidalgo County Precinct No. 4 for reimbursement of labor, machine hours and fuel related to the construction of the J-09 Project.

Project Engineer: Tedsi Infrastructure Group.

BACKGROUND

Fiscal Impact

Attachments

Pct.4 Inv#2015-22

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/12/2016 03:57 PM
Final Approval	Monica Badillo	02/12/2016 05:37 PM

Form Started By: Claudette Guerrero Started On: 02/12/2016 03:38 PM

Final Approval Date: 02/12/2016

Pct. 4 INVOICE

2/8/2016

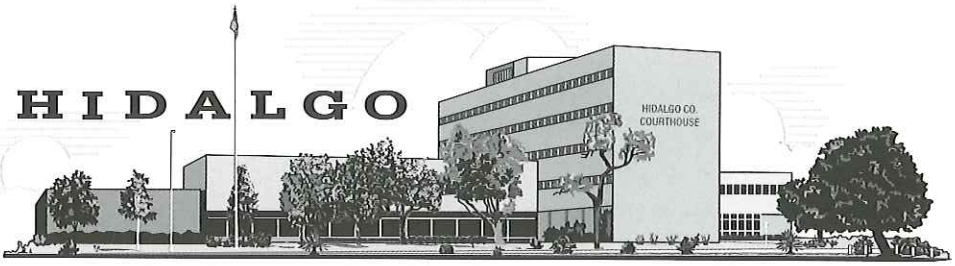
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph #: (956) 383-3112
Fax #: (956) 381-5905

Name:	Hidalgo County Drainage District No. 1	**Project:**	
Attention:	Raul Sesin, P.E. CFM	J-09	
Address:	902 Doolittle Rd.	**Invoice #:**	
	Edinburg, TX 78542	2015-22	

Decription	Amount
Reimbursement request for J-09 Drainage Project for Pay Period 22 for 2015.	$37,007.58
Total	**$ 37,007.58**

MAKE CHECK PAYABLE TO: HIDALGO COUNTY PCT. NO. 4

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

February 5, 2016

Honorable Joseph Palacios
Hidalgo County Commissioner Pct. 4
1051 North Doolittle
Edinburg, Texas 78541

Dear Commissioner Palacios:

The Auditor's Office has concluded the review of the J-09 Project for pay period 22 for 2015. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is $37,007.58.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is $37,007.58 for the pay period stated above. Enclosed is a CD which includes the supporting documentation.

Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI -53439 15.

DRAINAGE DISTRICT

Meeting Date: 02/16/2016

Submitted For: Raul Sesin

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds
Budget 365-Rural Drainage Development
Pct.4

Approval to issue payment in the amount of $178,452.46 to Hidalgo County Urban County Program for District's direct share of construction cost from the original amount of $367,452.46 as per Interlocal Agreement approved by Board on November 10, 2015.

BACKGROUND

Fiscal Impact

Attachments

District Construction Share Payment_Urban County _Alberta Drain

---

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/12/2016 04:45 PM
Final Approval	Monica Badillo	02/12/2016 05:37 PM

Form Started By: Claudette Guerrero Started On: 02/12/2016 03:49 PM

Final Approval Date: 02/12/2016

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

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

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

February 10, 2016

Claudette Guerrero
Accountant IV
Hidalgo County Drainage District #1
902 N. Doolittle Rd
Edinburg, TX 78542

Dear Ms. Guerrero:

This letter will serve as authorization to process a check in the amount of $178, 452.46 to Hidalgo County Urban County Program out of Account No. 133-433-365-47330-040-011-Alberta Drain. The amount due represents District's direct share of construction cost from the original approved amount of $367,452.46 as per Inter Local Agreement approved by Board on November 10, 2015.

Should you have any questions and/or concerns, please do not hesitate to contact my office at (956) 292-7080 Ext 5803.

Sincerely,

Lora Briones, Financial Officer
Hidalgo County Drainage District #1

Encl/Cg

FILED
AT 10:30 O'CLOCK A M
NOV 16 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

This Agreement is made on this the 10th day of November 2015, by and between Hidalgo County acting by and through its Hidalgo County Urban County Program, hereinafter referred to as "Urban County", Precinct 4 of Hidalgo County hereinafter referred to as "Precinct 4" and Hidalgo County Drainage District No. 1, hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, Urban County received a Texas Community Development Program Grant from the Texas General Land Office for non-housing assistance a portion of which will be utilized for the Alberta Drain project (the "Project") which will benefit drainage needs of Owassa Acres, Brenda Estates, Tejano Estates No. 1, El Charro No. 2, Rincon Del Valle No. 3 and Ricon del Valle No. 4 all being subdivisions in Hidalgo County, Texas (collectively the "Subdivisions");

WHEREAS, the Project will consist of installation of new drainage structures (inlets, manholes, junction boxes and pipe network) for the Subdivisions along with a new ditch to be excavated to detain and transport storm water that is collected from the drainage pipe network to be constructed as part of the Project along with utility adjustments and pavement repair in addition to a "stub out" to allow for a future connection of drainage improvements for Alberta Drain Phase II; and

WHEREAS, Urban County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with one another to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, Urban County, Hidalgo County Precinct 4 and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Urban County agrees to perform through a third party contractor construction of a drainage system consisting of inlets, manholes, junction boxes and pipe network benefiting the Subdivisions and a new drainage ditch to detain and transport storm water that is collected from such drainage pipe network in accordance with plans and specifications prepared by engineer Noe Saldivar, P.E.

2. District shall contribute materials with a value of $189,000.00 and the sum of One Hundred Seventy Eight Thousand Four Hundred Fifty Two and 46 one hundredths Dollars ($178,452.46) to Urban County.

3. Precinct 4 of Hidalgo County shall contribute labor and equipment to install certain pipe for the piping network as part of the Project.

4. Urban County will advertise for bids for construction of the Project and shall be responsible for the payment of the third party contractor for construction of the Project.

5. The District makes no warranties, express or implied, under this Agreement or otherwise in connection with the Project as described above.

6. Urban County agrees to conduct and perform, at its sole cost and expense, any and all other requirements of the Project and agrees to the extent allowed by law, to indemnify and hold District harmless from any claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such other requirements of the Project not specifically agreed to herein to be undertaken by District.

7. District agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to performing this Agreement by District.

8. Following completion of the Project, Precinct 4 shall maintain the pipe network improvements. District shall maintain the open drainage ditch and those certain pipes connecting open drainage ditches.

9. **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 and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

11. **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 Urban County and District, and not otherwise.

12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. **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 District:	Hidalgo County Drainage District No. 1 Attention: Raul Sesin, Manager 902 N. Doolittle Road Edinburg, Texas 78542
If to County:	Hidalgo County Attention: Ramon Garcia, County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Hidalgo County Urban County Program Attn: Diana R. Serna, Director 427 E. Duranta Avenue, Ste. 107 Alamo, Texas 78516

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.

14. **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.

15. **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.

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

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

18. **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.

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

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

21. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By Ramon Garcia
Ramon Garcia, Chair Board of Directors

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 11/10/15

ATTEST:

Arturo Guajardo, Jr., County Clerk

GLO Contract No. 12-589-000-6887/
DRSZZ0068 Alberta Drain Project

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

FILED
AT 10:30 O'CLOCK A M
NOV 1 6 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

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 advised of a project to provide drainage facilities known as the Alberta Drain Project; through an Interlocal Cooperation Agreement to be entered by and between Hidalgo County acting by and through the Hidalgo County Urban County Program and Precinct 4 of Hidalgo County, hereinafter referred to as "Urban County" and Hidalgo County Drainage District No. 1, hereinafter referred to as "District".

By vote on Nov. 10th, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 11/10/15 mfs

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

SPECIAL MEETING - November 10, 2015

BE IT REMEMBERED, that on this 10th day of November A.D., 2015, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE EDUARDO "EDDIE" CANTU	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
November 10, 2015
9:00 A.M.

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

1. **Roll Call**

   All members of the board were present for the exception of Judge Garcia.

2. **Prayer**

   Raul Sesin led the courtroom in Prayer.

3. **Open Forum**

   No comments under open forum.

4. **Approval of Consent Agenda**

   The Board members moved to approve the Consent Agenda.

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

   Mr. Sesin spoke about the newsletter coming out soon, it will include the various projects the district has undertaken. The newsletter will also mention future projects they are developing and provide as much information for the community.

   Board Member Cantu requested for Mr. Sesin to briefly discuss the meeting held in Austin Texas, in regards to the Raymondville Drainage Project. Mr. Sesin remarked the main points in specific the success they had with the introduction of the future Raymondville Project. Mr. Sesin commented that this project was enormously complimented because of the tremendous impact it will bring to the entire county. The project will ease the burden on the East side drainage, where the main ditch currently runs on the North side of the county. He also pointed out that this project is a bond issuance project that has been approved twice by the voters and has become a main project within the county. In addition

to the related drainage topic, member Joe Flores asked about the benefits of the North drainage. Mr. Sesin explained that it will divert some of the water coming from the North part. However, the way it will help alleviate the East side is going to be if the system is flowing full and they divert the water, then what's flowing East on the North drain will give more volume to accommodate any drainage system. Another contribution to the retention and flow is the Delta lake project which will also help support the tension on the North drainage.

6. AI -52205 Request approval of claim for additional Engineering Services for the Construction of the North Seminary Estates Drain Improvements, to Quintanilla, Headley and Associates.

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

Vote: 4 - 0 - Unanimously

7. AI -52197 Pursuant to the Amended Inter-local Cooperation Agreement approved on September 15, 2015 between the Hidalgo County Drainage District #1 and Hidalgo County Irrigation District #1 for the Penitas Pump House:

A. In order to comply with FEMA standards, Request approval to proceed with the final design of the Penitas Pump House for a cost share of $220,000.

Mr. Sesin commented that the original plan was for the Drainage District to hire the consultant and do the work to evaluate the Peñitas pump house. However the Interlocal agreement that was amended in September reversed the roles and now the Irrigation District #1 is taking the lead on the project.

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Request a Budget amendment from the District's General Fund in the amount of $220,000 for the Engineering cost related to the above mention agenda item.

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. Discussion of the estimated cost of construction of the Penitas Pump

House.

Mr. Sesin explained that there's two parts to the construction, the IBWC is stopping short of the pump house itself by 45 ft on one side and 30 ft on the other. The Drainage District is required to build those two specifications which will cost about $650,000 and then elevate the pump house to meet FEMA standards of elevation is another estimated $2.35 million. All in all, the total cost for that area would be $ 3 million dollars and out of that total the Drainage District is committed to $ 171,500

Judge Garcia joined the meeting.

8. AI -52148 In accordance with section 791.001 of the Texas Government Code, requesting approval of Inter-Local Agreement between Hidalgo County Urban County, Hidalgo County Pct. 4 and Hidalgo County Drainage District No.1 as it relates to the Alberta Drain Project.

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

9. AI -52174 A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a)(4) for Professional Appraisal Services.

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

Vote: 5 - 0 – Unanimously

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Appraisers for the purpose of ranking by the HCDD1 Board of Directors in connection with Appraisal Services required for property described as "A0.1263 tract of land out of lot 3, block 2, Steele Pershing Subdivision,Hidalgo County, Texas. (Lake James Subdivision).

Firm Name:	Score:	Rank:
Leonel Garza Jr. & Associates	98	1
Appraisal Haus	96	2

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No.1 to negotiate Professional Appraisal Services Proposal with the number one ranked firm of Leonel Garza Jr. & Associates, for the provision of Professional Appraisal Services for "A0.1263 tract of land out of lot 3, block 2, Steele Pershing Subdivision, Hidalgo County, Texas. (Lake James Subdivision).

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

Vote: 5 - 0 – Unanimously

10. AI -52141 A.) Request approval to purchase Uniforms for the Drainage District employees from UniFirst through the District's membership with (NJPA) National Joint Power Alliance Contract No. 012111-UFC.

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

B.) Request approval of Budget Amendment from General Fund in the amount of $32,202.92 for the purchase of uniforms for the Drainage District employees.

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

Vote: 5 - 0 – Unanimously

11. AI -52140 2013 Bond Series
A. Approval of closing documents for parcel #47 & #48 in relation to J-09 drainage improvement project.
B. Approval of manual check to be issued for completion of acquisition transaction.

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval on A and B.

Vote: 5 - 0 - Unanimously

12. AI -52149 **2013 BOND SERIES**

Requesting approval of Work Authorization No. 9 to La Joya Watershed Improvement Agreement with L&G Engineering in the amount of $15,000 as it relates to Environmental Site Assessment.

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

13. AI -52150 **2013 BOND SERIES**

A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a)(4) for Professional Engineering Services.

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with Professional Engineering Services required for Pct. 2 Minnesota - Cesar Chavez Area Drainage Improvements.

FIRM NAME:	SCORE:	RANK:
Quintanilla Headley & Associates	96	1
Cruz-Hogan Consultants	94	2
South Texas Infrastructure Group	93	3

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of Quintanilla Headley & Associates, for the provision of Professional Engineering Services for Pct. 2 Minnesota - Cesar Chavez Area Drainage Improvements.

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

14. AI -52139 Requesting approval of 2016 proposed Holidays.

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

Vote: 5 - 0 – Unanimously

15. **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:

No action taken on this item.

A. **Real Estate Acquisition**

No action taken on this item.

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

No action taken on this item.

16. **Open Session:**

A. **Real Estate Acquisition**

No action taken on this item.

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

No action taken on this item.

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

No action taken on this item.

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

No action taken on this item.

19. **Adjourn**

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

Vote: 5 - 0 – Unanimously

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 10th day of November, 2015

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on November 10, 2015.

Signed this 10th day of NOVEMBER 2015

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Norma G. Cantu, Deputy