



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
February 21, 2017
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. **AI -58601** A.) Discussion on Hidalgo County Drainage District No.1 Drainage projects, maintenance and operations:
 - 1.) Presentation to Texas Public Works Association
 - 2.) La Joya Watershed Improvements South Detention Basin (Phase I)
6. **AI -58630** Presentation, discussion and action on \$7 Million grant received through the RESTORE Act.
7. **AI -58642** Discussion and action to submit letter to Department of Homeland Security regarding Continued Partnership for Protecting the US/Mexico Border - Border Levee Strengthening & Security Infrastructure Project DHS - CBP-08-112-001 (including Amendments A001-A004)
8. **AI -58548** Ratification of the fully executed Change Orders 1 through 4 reflecting increases in the number of contract calendar days and no changes in the contract amount, for contract No.C-HCDD1-16-026-06-07 as recommended by Mr. Raul E. Sesin, P.E. subject to compliance with HB1295 when and if applicable.

9. AI -58560 Request approval on the following items:

A. Application for Payment No. 11 in the amount of \$2,778.71 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Pct.4 Hoehn Road Area Drainage & Road Improvement.

B. Acceptance of Certificate of Substantial Construction Completion pertaining to Construction Contract HCDD1-15-009-07-22A-Pct.4 Hoehn Road Area Drainage & Road Improvement.

C. Acceptance of Certificate of Construction Completion pertaining to Construction Contract HCDD1-15-009-07-22A-Pct.4 Hoehn Road Area Drainage & Road Improvement.

D. Application for Payment No. 12-Retainage Release in the amount of \$125,307.20 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Pct.4 Hoehn Road Area Drainage & Road Improvement.

Project Engineer: Noe Saldivar, P.E. -Hidalgo County Drainage District in lieu of DOS Logistics, Inc.
PO#627645.

E. Application for Payment No. 5 in the amount of \$55,454.40 from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers (ICE) pertaining to Construction Contract No. HCDD1-16-031A-08-09-Mile 6 West & Mile 14 North Area Drainage Improvement.

Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District.
PO#630318.

F. Application for Payment No. 1 in the amount of \$129,356.28 from Mor-Wil, LLC pertaining to Construction Contract No.

HCDD1-16-040-089-16 Pct.1 East Donna Drain Flood Pump.

Project Engineer: Mark Corbitt, P.E. -Tedsi Infrastructure Group
PO#630511.

G. Application for Payment No. 1 in the amount of \$44,163.50 from Venser Contractors, LLC pertaining to Construction Contract No.

HCDD1-16-045-09-27 Kenyon Rd & Mile 17 Area Drainage Improvements.

Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District
No. 1
PO#630834

10. **AI -58577** A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Jimenez Engineering Solutions, LLC dba International Consulting Engineers for RFB No. HCDD1-17-005-02-08 "Pharr McAllen South Drain Outfall Improvements at USIBWC Main Floodway", in the total bid amount of \$1,049,931.00 as recommended by project engineer S&B Infrastructure, LTD, subject to compliance with HB1295

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District General Manager, Raul E. Sestin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

11. **AI -58596** Requesting approval of Work Authorization No. 2 to Agreement for Professional Engineering Services with Halff Associates, Inc. as it relates to Engineering Services for New Administration Facility & Site Improvements Project for a total amount of \$11,367.50. (subject to compliance with HB 1295)

12. **AI -58605** A.) Requesting approval of Right of Entry with STT Land Co. LTD, for the purpose of conducting geo-technical soil testing as it relates to Military Rd. Outfall Project.

B.) Requesting approval of Donation Deed from STT Land Co, LTD, 15.0' Drainage easement as it relates to Military Rd. Outfall Project.

13. **AI -58606** A.) Request exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid (for the purposes of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Professional Engineering Services" for Delta Region Water Management Project.

FIRM NAME:	SCORE:	RANK:
L & G Engineering Transportation Consultants	98	
Terracon Consultants, Inc.	95	
LNV, Inc.	92	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provisions of Professional Engineering Services for Delta Region Water Management Project.

14. **AI -58607** Requesting approval of Non Objection Letter from Electric Transmission Texas, LLC as it relates to J-09 project and authority for Drainage District General Manager to execute. Pending legal final review.

15. **AI -58564** Approval to exercise District's option to terminate agreement under Article 3.4(2) as stated in the current Agreement for Professional Engineering Services with DOS Logistics, Inc. for "Pct.4 Rural Drainage Development Projects -Hoehn Road/Bandera Area Drainage Improvements", to include related Work Authorizations and Supplemental Agreements, with authorization to issue written notice of termination to DOS Logistics, Inc., and for HCDD1 Engineer, Noe Saldivar, P.E., to assume the role as Project Manager for project closing procedures.

16. **AI -58570** Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 in relation to the "New Administration Facility & Site Improvements Project", agreement No. HCDD1-17-002-01-10 with Half Associates, Inc., to introduce a Sub-Consultant and revision to scope of work to provide Structural Engineering. Subject to Legal Review.

17. **AI -58599** Request approval to issue Termination Notice for the following listed Work Authorizations and Supplemental Agreements for Professional Services with TEDSI Infrastructure Group, Inc. in connection to **Precinct No. 1 2012 Bond Referendum Improvement Projects Contract with Hidalgo County Drainage District No. 1**, as stated (under Article 3.4 (5)-Termination by Owner without cause upon thirty (30) days written notice to the Engineer).
 Work Authorizations:
 -From W-A1 -Engineering work as it pertains to Weslaco Drain Flood Pump Structure of the 2012 bond Projects.
 -From W-A4 -Supplemental No. 1, 3, 4 Relating to the Monte Cristo Drain Control Structure,
 -From W-A5 -Relating to Manage Remainder of all Pct. #1 projects.
 -From W-A6 -Relating to Corporate Sponsorship for the current contract.
 -From W-A15 -Relating SH68 Segment D Portion.

18. **AI -58604** A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid (for the purposes of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Professional Engineering Services to assist HCDD#1 in securing additional funding from the Department of Homeland Security (DHS) needed to complete the "River Protective Levee Infrastructure Project".

FIRM NAME:	SCORE:	RANK:
Ambiotec Civil Engineering Group, Inc.	89	
Dannenbaum Engineering Company-McAllen, TX	95	
SWG Engineering, LLC	92	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm _____, for the provisions of Professional Engineering Services to assist HCDD#1 in securing additional funding from the Department of Homeland Security (DHS) needed to complete the "River Protective Levee Infrastructure Project".

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

A. **Real Estate Acquisition**

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

C. **AI -58597** Consultation with Legal Counsel regarding matters relating to 2012 Bond Election

20. **Open Session:**

A. **Real Estate Acquisition**

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

- C. **AI -58598** Consultation with Legal Counsel regarding matters relating to 2012 Bond Election

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

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

23. Adjourn

AI -58601

5.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Discussion on Hidalgo County Drainage District No.1 Drainage projects, maintenance and operations:

- 1.) Presentation to Texas Public Works Association
- 2.) La Joya Watershed Improvements South Detention Basin (Phase I)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Jaime Salazar		Started On: 02/16/2017 05:08 PM
Final Approval Date: 02/17/2017		

AI -58630

6.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Presentation, discussion and action on \$7 Million grant received through the RESTORE Act.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Jaime Salazar		Started On: 02/17/2017 01:30 PM
Final Approval Date: 02/17/2017		

AI -58642

7.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and action to submit letter to Department of Homeland Security regarding Continued Partnership for Protecting the US/Mexico Border - Border Levee Strengthening & Security Infrastructure Project
DHS - CBP-08-112-001 (including Amendments A001-A004)

BACKGROUND

Fiscal Impact

Attachments

map

letter

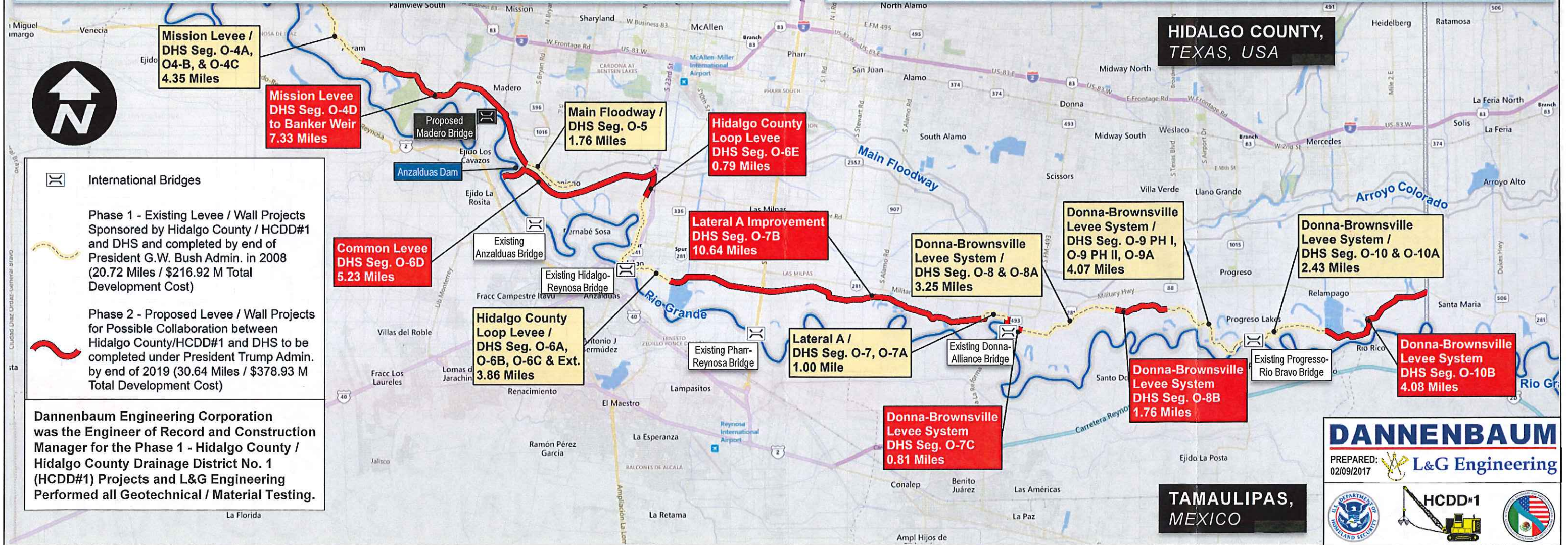
Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Monica Badillo		Started On: 02/17/2017 04:27 PM
Final Approval Date: 02/17/2017		

HIDALGO COUNTY BORDER LEVEE STRENGTHENING & SECURITY INFRASTRUCTURE PROJECT

Phase I - Total Development Cost for Hidalgo County / Hidalgo County Drainage District No. 1 (HCDD No. 1) and Department of Homeland Security (DHS) Border Levee Strengthening and Security Infrastructure Project Completed by End of 2008 Under President G.W. Bush's Administration									
DHS Concrete Flood Protection Structure Segment	Total Miles/Segment	Final Construction Cost	Survey/Topo	Survey/R.O.W. Verification	Preliminary/Final Design (Incl. / Cultural Resources)	Geotechnical / Material Testing	Construction Engineering / Inspection	Estimated Total Development Cost	DHS Concrete Flood Protection Structure Segment
O-4A, O-4B, O-4C	4.35	\$ 50,711,800	\$ 230,944	\$ -	\$ 3,274,714	\$ 1,141,016	\$ 560,137	\$ 55,918,611	O-4A, O-4B, O-4C
O-5	1.76	\$ 19,552,685	\$ 52,800	\$ 4,314	\$ 1,262,615	\$ 439,935	\$ 272,026	\$ 21,584,375	O-5
O-6A, O-6B, O-6C & Ext	3.86	\$ 41,679,885	\$ 115,800	\$ 5,790	\$ 2,691,479	\$ 937,797	\$ 627,041	\$ 46,057,792	O-6A, O-6B, O-6C & Ext
O-7, O-7A	1.00	\$ 12,768,164	\$ 72,910	\$ 3,645	\$ 824,504	\$ 287,284	\$ 113,535	\$ 14,070,042	O-7, O-7A
O-8 & O-8A	3.25	\$ 20,199,296	\$ 96,000	\$ 4,800	\$ 1,304,370	\$ 454,484	\$ 410,912	\$ 22,469,861	O-8 & O-8A
O-9 (PH I)	1.65	\$ 17,788,417	\$ 65,015	\$ 3,250	\$ 1,148,687	\$ 400,239	\$ 274,009	\$ 19,679,617	O-9 (PH I)
O-9 (PH II) & O-9A	2.42	\$ 14,045,892	\$ 51,083	\$ 2,554	\$ 907,013	\$ 316,033	\$ 215,293	\$ 15,537,868	O-9 (PH II) & O-9A
O-10 & O-10A	2.43	\$ 19,553,473	\$ 72,900	\$ 3,245	\$ 1,262,666	\$ 439,953	\$ 265,927	\$ 21,598,163	O-10 & O-10A
TOTAL	20.72	\$ 196,299,612	\$ 757,452	\$ 27,598	\$ 12,676,047	\$ 4,416,741	\$ 2,738,881	\$ 216,916,331	TOTAL
Total Construction Cost Per Mile: \$ 9,473,919.49		Total Development Cost Per Mile: \$ 10,468,935							

Phase II - Projected Total Development Cost for Hidalgo County / Hidalgo County Drainage District No. 1 (HCDD No. 1) and Department of Homeland Security (DHS) Border Levee Strengthening and Security Infrastructure Project Required to Provide Countywide Border Levee Protective Infrastructure Started under G.W. Bush Administration and to be Completed Under President Trump's Administration										
Proposed DHS Concrete Flood Protection Structure Segment	Total Miles/Segment	Projected Construction Cost	Projected Survey/Topo	Projected Survey/R.O.W. Verification	Projected Preliminary/Final Design (Incl. / Cultural Resources)	Projected Geotechnical / Material Testing	Projected Construction Engineering / Inspection	Projected Estimated Total Development Cost	Proposed DHS Concrete Flood Protection Structure Segment	
Mission Levee (Prop O-4D)	7.33	\$ 82,600,000	\$ 293,200	\$ 73,300	\$ 5,782,000	\$ 3,304,000	\$ 3,469,200	\$ 95,521,700	Mission Levee (Prop O-4D)	
Common Levee (Prop O-6D)	5.23	\$ 59,300,000	\$ 209,200	\$ 52,300	\$ 4,151,000	\$ 2,372,000	\$ 2,490,600	\$ 68,575,100	Common Levee (Prop O-6D)	
Loop Levee (Prop O-6E)	0.79	\$ 7,600,000	\$ 31,600	\$ 7,900	\$ 532,000	\$ 304,000	\$ 319,200	\$ 8,794,700	Loop Levee (Prop O-6E)	
Lateral A (Prop O-7B)	10.64	\$ 116,300,000	\$ 425,600	\$ 106,400	\$ 8,141,000	\$ 4,652,000	\$ 4,884,600	\$ 134,509,600	Lateral A (Prop O-7B)	
Donna-Brownsville Levee (Prop O-7C)	0.81	\$ 10,000,000	\$ 32,400	\$ 8,100	\$ 700,000	\$ 400,000	\$ 420,000	\$ 11,560,500	Donna-Brownsville Levee (Prop O-7C)	
Donna-Brownsville Levee (Prop O-8B)	1.76	\$ 15,600,000	\$ 70,400	\$ 17,600	\$ 1,092,000	\$ 624,000	\$ 655,200	\$ 18,059,200	Donna-Brownsville Levee (Prop O-8B)	
Donna-Brownsville Levee (Prop O-10B)	4.08	\$ 36,200,000	\$ 163,200	\$ 40,800	\$ 2,534,000	\$ 1,448,000	\$ 1,520,400	\$ 41,906,400	Donna-Brownsville Levee (Prop O-10B)	
TOTAL	30.64	\$ 327,600,000	\$ 1,225,600	\$ 306,400	\$ 22,932,000	\$ 13,104,000	\$ 13,759,200	\$ 378,927,200	TOTAL	
Total Construction Cost Per Mile: \$ 10,691,906.01		Total Development Cost Per Mile: \$ 12,367,076								



International Bridges

Phase 1 - Existing Levee / Wall Projects Sponsored by Hidalgo County / HCDD#1 and DHS and completed by end of President G.W. Bush Admin. in 2008 (20.72 Miles / \$216.92 M Total Development Cost)

Phase 2 - Proposed Levee / Wall Projects for Possible Collaboration between Hidalgo County/HCDD#1 and DHS to be completed under President Trump Admin. by end of 2019 (30.64 Miles / \$378.93 M Total Development Cost)

Dannenbaum Engineering Corporation was the Engineer of Record and Construction Manager for the Phase 1 - Hidalgo County / Hidalgo County Drainage District No. 1 (HCDD#1) Projects and L&G Engineering Performed all Geotechnical / Material Testing.

DANNENBAUM
PREPARED: 02/09/2017
L&G Engineering

TAMAULIPAS, MEXICO

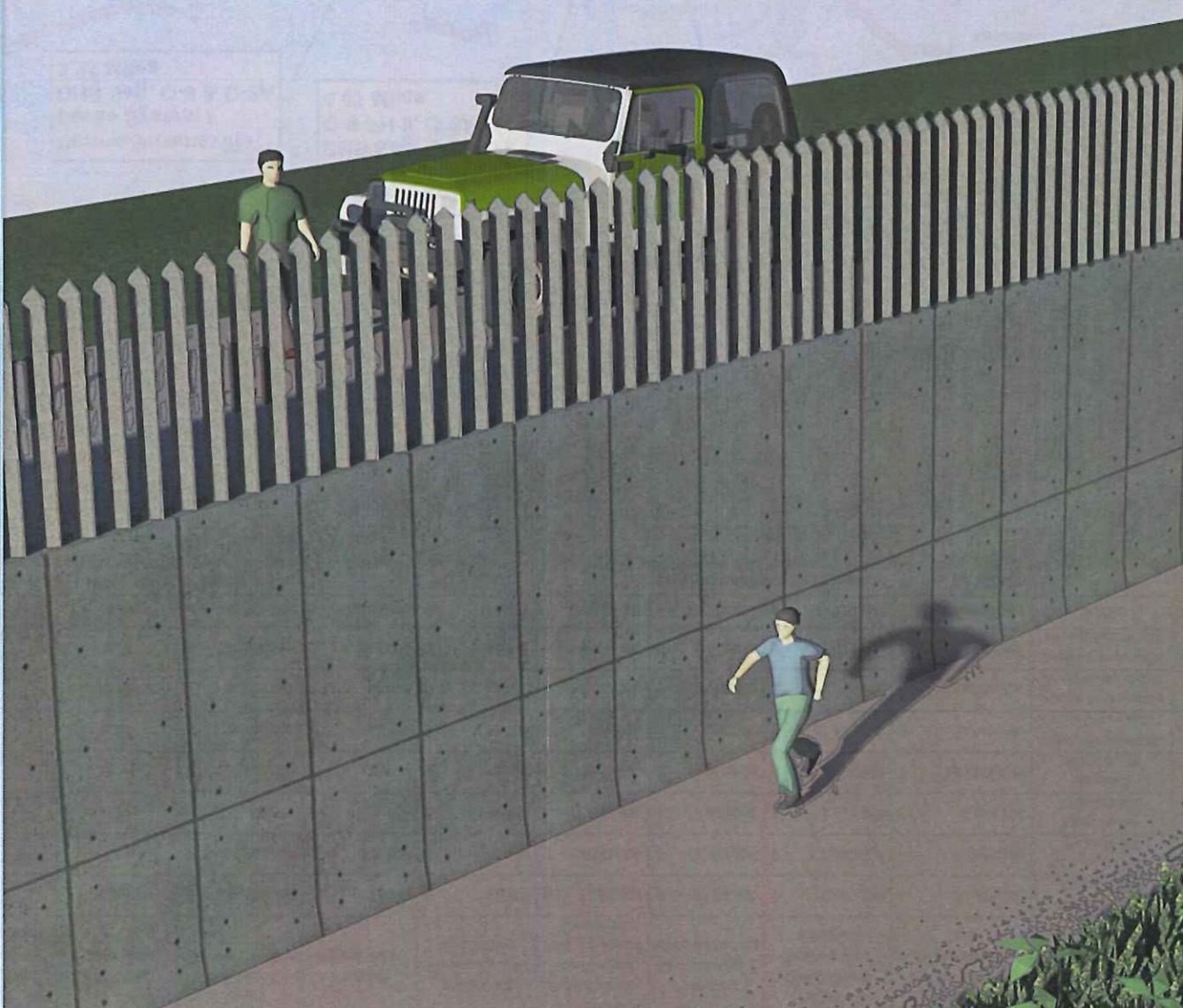
HCDD#1

HIDALGO COUNTY BORDER LEVEE STRENGTHENING & SECURITY INFRASTRUCTURE PROJECT

View from Mexico – River Side
Looking North into Hidalgo County

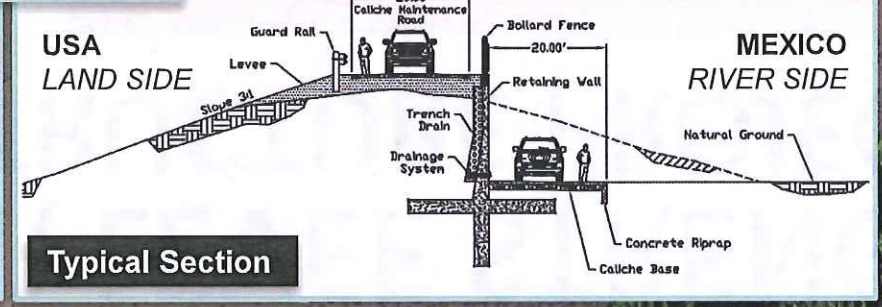
Phase II - Projected Schedule for Hidalgo County / Hidalgo County Drainage District No. 1 (HCDD No. 1) and Department of Homeland Security (DHS) Border Levee Strengthening and Security Infrastructure Project Required to Provide Countywide Border Levee Protective Infrastructure Started under G.W. Bush Administration and to be Completed Under President Trump's Administration

Proposed DHS Concrete Flood Protection Structure Segment	2017												2018												2019											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Initiation Milestones	Obtain Approval for Representation of Hidalgo County / HCDD#1 DHS Agrees to Amend Border Protective Structure Grant Agreement w/ Hidalgo County DHS / HCDD#1 Amended Grant Agreement Approved / Executed by Both Parties Cultural Resources– Amend "Phase I" Env Documents for: O-7B, O-7C, O-9B, and O-10B Cultural Resources–Generate New "Phase I" Env Documents for: O-4D, O-6D, and O-6E																																			
Mission Levee (Prop O-4D)	Plans, Specs, and Estimates Survey (topo/boundary) Geotechnical Investigations Construction Bid Opening Substantial Completion Project Closeout																																			
Common Levee (Prop O-6D)	Plans, Specs, and Estimates Survey (topo/boundary) Geotechnical Investigations Construction Bid Opening Substantial Completion Project Closeout																																			
Loop Levee (Prop O-6E)	Plans, Specs, and Estimates Survey (topo/boundary) Geotechnical Investigations Construction Bid Opening Substantial Completion Project Closeout																																			
Lateral A (Prop O-7B)	Plans, Specs, and Estimates Survey (topo/boundary) Geotechnical Investigations Construction Bid Opening Substantial Completion Project Closeout																																			
Donna-Brownsville Levee (Prop O-7C)	Plans, Specs, and Estimates Survey (topo/boundary) Geotechnical Investigations Construction Bid Opening Substantial Completion Project Closeout																																			
Donna-Brownsville Levee (Prop O-8B)	Plans, Specs, and Estimates Survey (topo/boundary) Geotechnical Investigations Construction Bid Opening Substantial Completion Project Closeout																																			
Donna-Brownsville Levee (Prop O-10B)	Plans, Specs, and Estimates Survey (topo/boundary) Geotechnical Investigations Construction Bid Opening Substantial Completion Project Closeout																																			



View from USA – Land Side
Looking South from Hidalgo County

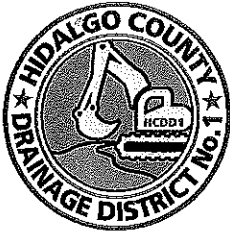
DHS Levee Segment O-5



Typical Section

DANNENBAUM
 PREPARED: 02/09/2017
 L&G Engineering

HCDD#1



HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
 General Manager, Floodplain Administrator

*Item 7
 Drawings*

BOARD OF DIRECTORS

DAVID L. FUENTES
 Board Member

EDUARDO "EDDIE" CANTU
 Board Member

RAMON GARCIA
 Chairman of the Board

JOE M. FLORES
 Board Member

JOSEPH PALACIOS
 Board Member

February 21, 2017

Hon. Congressman Michael McCaul
 Chairman of Homeland Security
Attn: John F. Kelly
Secretary of Homeland Security
 Department of Homeland Security
 Washington, D.C. 20528

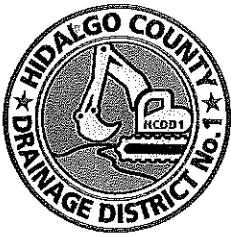
**RE: Continued Partnership for Protecting the US/Mexico Border ~ Border Levee
 Strengthening & Security Infrastructure Project
 DHS – CBP-08-112-001 (Including Amendments A001 ~ A004)**

Hon. Congressman McCaul:

On behalf of the citizens of Hidalgo County, I want to express our gratitude to the Federal Government, more specifically the Department of Homeland Security, for the work done to date under the joint grant agreement titled "Hidalgo County Border Infrastructure Improvement Program" dated 05/02/2008. To date, the "Border Levee Strengthening & Security Infrastructure Project", that resulted from the above referenced program, has served a dual purpose in providing over 20 miles of much needed flood protection against waters from the Rio Grande River, while at the same time providing border security to our great nation as identified on Exhibit A attached. The original intent was to complete approximately 50 miles of a river protective levee/wall for the entire length of Hidalgo County which is the most populous county along the Texas/Mexico border.

The estimated cost to complete the 50 mile program is projected to be just over \$611,567,856.63. This active and open program to date has been awarded a total of \$232,640,656.63 of which the local participation by Hidalgo County Drainage District No.1 consisted of \$58,166,594 and a DHS contribution of \$174,474,062.63. This funding was utilized to successfully complete the above referenced 20 miles of the Federal Border Infrastructure Project.

Based on the "Hidalgo County Levee Rehabilitation Project Economic Impact Study" prepared in April 2009 by the University of Texas Pan American, it was determined this \$232,640,653 expenditure created a stimulus of over \$317,000,000 of economic impact to the area, and created over 3,000 jobs. This was a tremendous boost to the economy of Hidalgo County in 2008 and 2009 when the rest of Texas and the Country experienced a severe economic downturn. Using a similar method of analysis, it is projected that Phase II would create over \$500,000,000 of economic impact and over 5,000 new jobs. Needless to say, this would be a tremendous economic stimulus and jobs program for Hidalgo County and the Nation.



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

HON. CONGRESSMAN MICHAEL MCCAUL CHAIRMAN ON HOMELAND SECURITY

02-21-17

PAGE 2

In order to complete this program, the partnership between Hidalgo County Drainage District No.1 and DHS needs to be continued via the preparation and approval of Amendment #5 to the previously referenced Grant Agreement. Amendment #5 needs to increase the total federal share from \$174,474,062.63 to \$553,401,262.63 for a net increase of **\$378,927,200**. With the approval of Amendment #5, the continued partnership between DHS and Hidalgo County would result in an approximate **90/10 cost sharing breakdown for the \$611,567,856.63 program**.

As I am sure you would agree, securing our borders is the responsibility of the Federal Government, however, due to the importance of protecting our borders for illegal immigration, as well as from flood waters from the Rio Grande River, we feel that the continued partnership is essential to protecting the State of Texas, as well as the United States.

Sincerely,

Hon. Ramon Garcia
Chairman of the Board

Attachments (Exhibit 1 ~ Overall Hidalgo County Levee Gap Exhibit)

cc:

Hon. Senator John Cornyn ~ of Texas (R)
Hon. Senator Ted Cruz ~ of Texas (R)
Hon. Congressman Henry Cuellar ~ 28th District of Texas (D)
Hon. Congressman Vicente Gonzalez ~ 15th District of Texas (D)
Hon. Congressman Filemon Vela ~ 34th District of Texas (D)
Hon. Speaker Paul Ryan ~ Wisconsin's 1st Congressional District (R)
Hon. Chairman Kevin Brady ~ Texas's 8th Congressional District (R)
Hon. Majority Whip Steve Scalise ~ Louisiana 1st Congressional District (R)
Hon. Senator Thom Tillis ~ of Texas (R)
Hon. Congressman/Majority Leader Kevin McCarthy ~ 23rd District of California (R)
Hon. Greg Abbott ~ Governor of Texas (R)
Hon. Dan Patrick ~ Lt. Governor of Texas (R)
Hidalgo County Commissioners Court / HCDD1 Board of Directors (D)
Commissioner Eduard Drusina ~ IBWC
Raul E. Sesin, P.E., CFM, HCDD1 General Manager

902 N. Doolittle Road • Edinburg, Texas 78542 | Office 956 292.7080 • Fax 956 292.7089

www.hcdd1.org

AI -58548

8.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Ratification of the fully executed Change Orders 1 through 4 reflecting increases in the number of contract calendar days and no changes in the contract amount, for contract No.C-HCDD1-16-026-06-07 as recommended by Mr. Raul E. Sesin, P.E. subject to compliance with HB1295 when and if applicable.

BACKGROUND

Fiscal Impact

Attachments

Ch Ord 1 -C-HCDD1-16-026-06-07 RDH -Tex Mex Drain Ditch Impr (Rd Crossing)

Ch Ord 2 -C-HCDD1-16-026-06-07 RDH -Tex Mex Drain Ditch Impr (Rd Crossing)

Ch Ord 3 -C-HCDD1-16-026-06-07 RDH -Tex Mex Drain Ditch Impr (Rd Crossing)

Ch Ord 4 -C-HCDD1-16-026-06-07 RDH -Tex Mex Drain Ditch Impr (Rd Crossing)

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Moises Salazar		Started On: 02/15/2017 11:58 AM
Final Approval Date: 02/17/2017		

AUG 19 2016

3:04 AM (PM)

BY: MAP



CHANGE ORDER NO. 1

Project: **TEX- MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)**
DATE OF ISSUANCE: 8/19/2016 EFFECTIVE DATE: _____
OWNER: **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**
OWNER'S CONTRACT NO: C-HCDD1-16-026-06-07
CONTRACTOR: **RDH SITE & CONCRETE, LLC** ENGINEER: **JOSE NOE SALDIVAR, PE**
3809 CLAVEL ST, STE D 902 N. DOOLITTLE RD
PALMVIEW, TX 78572 EDINBURG, TEXAS 78542

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

Description: 1. **30 additional calendar days**
2.
3.
4.
5.
6.

Reason for Change Order: 1. **Utility Conflicts**
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price		Original Contract Time for
\$ 293,297.46		Substantial Completion: <u>45</u>
		calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders
\$ 0.00		<u>0</u>
		calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order
\$ 293,297.46		Substantial Completion: <u>45</u>
		calendar days or dates
Net Increase(decrease) of this Change Order *		Net Increase(decrease) of this Change Order
\$ 0.00		<u>30</u>
		calendar days
Contract Price with all approved Change Orders	Net % increase(decrease)from original contract price.	Contract Time with all approved Change Orders
\$ 293,297.46	<u>0</u>	Substantial Completion: <u>75</u>
		calendar days or dates

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 08/19/16

APPROVED:
By: [Signature]
Owner (Authorized Signature)
Date: 8/19/16

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 8-19-16.



CHANGE ORDER NO. 2 ()

Project: Tex-Mex Drain Ditch Improvemen (Road Crossings)
 DATE OF ISSUANCE: 09-19-2016 EFFECTIVE DATE: _____
 OWNER: Hidalgo County Drainage District No.1
 OWNER'S CONTRACT NO: C-HCDD1-16-026-06-07
 CONTRACTOR: RDH Site and Concrete, LLC ENGINEER: Jose Noe Saldivar, PE
3809 Clavel St. Suite D 902 N. Dolittle Rd
Palmview, Texas 78572 Edinburg, Texas 78542

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

Description: 1. additional calender days
 2.
 3.
 4.
 5.
 6.

Reason for Change Order: 1. Utility conflict
 2.
 3.
 4.
 5.
 6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 293,297.46		Substantial Completion:	<u>45</u> calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	<u>30</u> calendar days
\$ 0.00		Contract Time prior to this Change Order	
Contract Price prior to this Change Order		Substantial Completion:	<u>75</u> calendar days or dates
\$ 293,297.46		Net Increase(decrease) of this Change Order	<u>15</u> calendar days
Net Increase(decrease) of this Change Order		Contract Time with all approved Change Orders	
\$ 0.00		Substantial Completion:	<u>90</u> calendar days or dates
Contract Price with all approved Change Orders	Net % increase(decrease)from original contract price.		
\$ 293,297.46	0%		

RECOMMENDED:
 By: [Signature]
 Engineer (Authorized Signature)
 Date: 09/19/16

APPROVED:
 By: [Signature]
 Owner (Authorized Signature)
 Date: 9/26/16

ACCEPTED:
 By: [Signature]
 Contractor (Authorized Signature)
 Date: 9-19-16.

OCT 03 2016

4:05 AM (PM)

BY: [Signature]



CHANGE ORDER NO. (3)

Project: TEX MEX DRAIN DITCH IMPROVEMENTS PROJECT (ROAD CROSSINGS)

DATE OF ISSUANCE: 10/3/2016 EFFECTIVE DATE: 10/3/2016

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO.1

OWNER'S CONTRACT NO: C-HCDD1-16-026-06-07

CONTRACTOR: RDH SITE AND CONCRETE, LLC ENGINEER: JOSE NOE SALDIVAR, P.E

3809 CLAVEL ST. SUITE D 902 N. DOLITTLE RD

PALMVIEW, TEXAS 78572 EDINBURG, TEXAS 78542

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

- Description:
1. 10 ADDITIONAL CALENDAR DAYS
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

- Reason for Change Order:
1. RAIN DAYS, UTILITY CONFLICTS
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 293,297.46		Substantial Completion:	<u>45</u> calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	<u>45</u> calendar days
\$ 0.00		Contract Time prior to this Change Order	
Contract Price prior to this Change Order		Substantial Completion:	<u>90</u> calendar days or dates
\$ 293,297.46		Net Increase(decrease) of this Change Order	<u>10</u> calendar days
Net Increase(decrease) of this Change Order		Contract Time with all approved Change Orders	
\$ 0.00		Substantial Completion:	<u>100</u> calendar days or dates
Contract Price with all approved Change Orders	Net % increase(decrease) from original contract price.		
\$ 293,297.46	0%		

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]
 Engineer (Authorized Signature)

By: [Signature]
 Owner (Authorized Signature)

By: [Signature]
 Contractor (Authorized Signature)

Date: 10/03/16

Date: 10/03/16

Date: 10-03-16

OCT 17 2016

3:00 AM / PM

BY: [Signature]



CHANGE ORDER NO. 4 ()

Project: TEX MEX DRAIN DITCH IMPROVMENTS (ROAD CROSSINGS)
DATE OF ISSUANCE: 10/14/2016 EFFECTIVE DATE: 10/14/2016

OWNER: Hidalgo County Drainage District No.1
OWNER'S CONTRACT NO: C-HCDD1-16-026-06-07
CONTRACTOR: RDH Site and Concrete, LLC ENGINEER: Jose Noe Saldivar, PE
3809 Clavel St. Suite D 902 N. Dolittle Rd
Palmview, Texas 78572 Edinburg, Texas 78542

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

Description: 1. 3 additional calendar days
2.
3.
4.
5.
6.

Reason for Change Order: 1. Utility conflict
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 293,297.46		Substantial Completion:	45
			calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	55
\$ 0.00			calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 293,297.46		Substantial Completion:	100
			calendar days or dates
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	3
\$ 0.00			calendar days
Contract Price with all approved Change Orders	Net % increase(decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 293,297.46	0%	Substantial Completion:	103
			calendar days or dates

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 10/14/16

APPROVED:

By: [Signature] PE
Owner (Authorized Signature)

Date: 10/20/16

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10/14/2016

AI -58560

9.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Claudette Guerrero

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval on the following items:

- A. Application for Payment No. 11 in the amount of \$2,778.71 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Pct.4 Hoehn Road Area Drainage & Road Improvement.
- B. Acceptance of Certificate of Substantial Construction Completion pertaining to Construction Contract HCDD1-15-009-07-22A-Pct.4 Hoehn Road Area Drainage & Road Improvement.
- C. Acceptance of Certificate of Construction Completion pertaining to Construction Contract HCDD1-15-009-07-22A-Pct.4 Hoehn Road Area Drainage & Road Improvement.
- D. Application for Payment No. 12-Retainage Release in the amount of \$125,307.20 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Pct.4 Hoehn Road Area Drainage & Road Improvement. Project Engineer: Noe Saldivar, P.E. -Hidalgo County Drainage District in lieu of DOS Logistics, Inc. PO#627645.
- E. Application for Payment No. 5 in the amount of \$55,454.40 from Jimenez Engineering Solutions, LLC D/B/A International Consulting Engineers (ICE) pertaining to Construction Contract No. HCDD1-16-031A-08-09-Mile 6 West & Mile 14 North Area Drainage Improvement. Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District. PO#630318.
- F. Application for Payment No. 1 in the amount of \$129,356.28 from Mor-Wil, LLC

pertaining to Construction Contract No. HCDD1-16-040-089-16 Pct.1 East Donna Drain Flood Pump.

Project Engineer: Mark Corbitt, P.E. -Tedsi Infrastructure Group
PO#630511.

G. Application for Payment No. 1 in the amount of \$44,163.50 from Venser Contractors, LLC pertaining to Construction Contract No. HCDD1-16-045-09-27 Kenyon Rd & Mile 17 Area Drainage Improvements.

Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#630834

BACKGROUND

Fiscal Impact

Attachments

TXCORDIA PMT#11-HOEHN

TXCORDIA PMT#12-HOEHN RET

Certificate of Completion-Hoehn Rd.

ICE-PMT#5-MILE 6

Mor-Wil PMT#1-East Donna Drain

Venser PMT#1-Kenyon Rd & Mile 17

Form Review

Inbox

Final Approval

Form Started By: Claudette Guerrero

Final Approval Date: 02/17/2017

Reviewed By

Monica Badillo

Date

02/17/2017 04:39 PM

Started On: 02/16/2017 09:15 AM



Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 2/10/2017

Engineer/Firm Name: Texas Cordia Construction

Project Name/Number: Pc.t 4 Hoehn Rd. Area Drainage Improvement

Invoice No.: Pay Application No. 11

Invoice Date: 2/8/2017

Due Date: 3/8/2017

Purchase Order No.: 627645

Amount: \$2,778.71

Total # of Pages Submitted: 13

Attachments: CD USB Plans Other: _____

Engineering: Construction:

Received By: Rosa Arce

Forwarded to:

Nora D. Cavazos	_____	Date:	_____
Esther Layton	_____	Date:	_____
Claudette Guerrero	_____	Date:	_____
Jose N. Saldivar	_____	Date:	_____
Lora Briones	_____	Date:	_____

Additional Comments: With CLOSE OUT DOCUMENTS

ENG.



APPLICATION FOR PAYMENT NO. 11

To: Hidalgo County Drainage District No. 1 (OWNER)
 From: Texas Cordia Construction, LLC (CONTRACTOR)
 Contract: HCDD1-15-009-07-22A
 Project: Hidalgo County Pct. 4 - Hoehn Road Area Drainage & Road Improvements
 Owner's Contract No. HCDD1-15-009-07-22A Engineer's Project No. _____
 For Work accomplished through the date of: December 20, 2016

1. Original Contract Price:	\$	1,078,315.00
2. Net change by Change Order and Written Agreements(+or-):	\$	174,757.00
3. Current Contract Price (1 plus 2):	\$	1,253,072.00
4. Total completed and stored to date:	\$	1,253,072.00
5. Retainage (per Agreement):		
10% of completed Work:	\$	125,307.20
10% of stored material	\$	-
Total Retainage:	\$	125,307.20
6. Total completed and stored to date less retainage (4 minus 5)	\$	1,127,764.80
7. Less previous Application for Payments:	\$	1,124,986.10
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	2,778.71

Accompanying Documentation:

CONTRACTOR'S Certification:

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

CONTRACTOR:

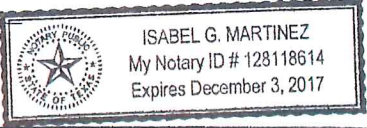
BY: Texas Cordia Construction, LLC

[Handwritten Signature]

State of Texas
County of Hidalgo

Subscribed and sworn to before me this 27th day of December

Notary Public [Signature]
My Commission expires: 12/31/17



CERTIFICATE FOR PAYMENT:

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

AMOUNT CERTIFIED \$ _____

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

ENGINEER:

By: [Signature]
Project Engineer

Date: 1/17/17

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



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

December 20, 2016

Dos Logistic, Inc.
Attn: Juan M. Gamez, P.E.
1002 E. Expressway 83
Weslaco, Texas 78596

RE: Precinct No. 4 – Hoehn Road Area Drainage & Road Improvements
HCDD1-15-009-07-22A

Dear Mr. Juan M. Gamez, P.E.:

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

- L&R Precast Concrete Work (Supplier)
- Exterior Design (Subcontractor)
- Valley Striping (Subcontractor)

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

Thank you,

A handwritten signature in blue ink, appearing to read "Yara M. Corbitt".

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



Contract Time Statement

Pay Request 11 Contractor: Texas Cordia Construction, LLC
 Project No. HCDD1-15-009-07- City: Edinburg, Texas Date: 12/20/16
 Time Computed From: _____ Date Work Completed: _____

Month	Date or Days	Working Days	Days Credited	Description
OCT	12	0		NTP ISSUED 10/12/15. FIRST WORK DAY 10 DAYS LATER. FIRST DAY OF 180 CALENDAR DAYS 10/22/15
NOV	29	1		Worked on Project
NOV	30	1		Worked on Project
DEC	01	1		Worked on Project
DEC	02	1		Worked on Project
DEC	03	1		No Work Done (Weekend)
DEC	04	0	1	Rain / Too Wet to Work Day
DEC	05	0	1	Rain / Too Wet to Work Day
DEC	06	1		Worked on Project
DEC	07	1		Worked on Project
DEC	08	1		Worked on Project
DEC	09	1		Worked on Project
DEC	10	1		No Work Done (Weekend)
DEC	11	1		No Work Done (Weekend)
DEC	12	1		Worked on Project
DEC	13	1		Worked on Project
DEC	14	1		Worked on Project
DEC	15	1		Worked on Project
DEC	16	1		Worked on Project
DEC	17	1		No Work Done (Weekend)
DEC	18	1		No Work Done (Weekend)
DEC	19	1		Worked on Project
DEC	20	1		Worked on Project
Totals				

No. of Contract Calendar Days: 180 No. of Calendar Days Charged To Date: 20
 Assessed Liquidated Damages: No. Days 0 Per Day \$ \$500.00 Total \$ \$0.00
 Certified As Correct (One Copy Has Been Given To The Contractor) _____
Project Engineer

Instructions: Project Identification should cover contract. Time credited and reasons therefore must conform to provisions of contract. No Holiday credit allowed for days preceding or following legal holidays. Time Suspended and resumed must be supported by copy each of letters to contractor dated on or before effective dates. Time extension must be indicated and referenced to related provision of contract.

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102
Tax ID 45-2590990

Project 1039 - Hoehn Road
 902 N. Doolittle
 Edinburg, TX 78542

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 59
For Week Ending 11/26/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Total Net Pay
				Sun 20	Mon 21	Tue 22	Wed 23	Thu 24	Fri 25	Sat 26													
Adrian Gomez	0613	Utility Labor	RT OT	9.00							9.00	9.00	12.00	108.00	0.02	288.00	17.85	4.18	0.00	0.00	0.00	22.03	265.97
Jesus J Salas	7935	Common Labor	RT OT	9.00							9.00	9.00	11.00	99.00	0.02	264.00	16.37	3.82	0.00	0.00	0.00	20.19	243.81
Jose A Cortina III	8135	Common Labor	RT OT	10.00							10.00	10.00	10.00	100.00	0.01	200.00	12.40	2.90	16.00	0.00	5.00	36.30	163.70
Juan M. Soliz	3104	Common Labor	RT OT	9.00							9.00	9.00	12.00	108.00	0.02	288.00	17.86	4.18	0.00	0.00	0.00	22.04	265.96
Martin V Escalante	4138	Common Labor	RT OT	9.00	10.00	5.00					24.00	24.00	11.00	264.00	0.02	264.00	16.37	3.83	0.00	0.00	0.00	20.20	243.80
Oliverio Rios	0659	Common Labor	RT OT	9.00							9.00	9.00	12.25	110.25	0.02	390.03	24.18	5.65	0.00	0.00	0.00	29.83	360.20
Omar Garcia	7459	Common Labor	RT OT	9.00	10.00	5.00					24.00	24.00	11.00	264.00	0.02	264.00	16.37	3.82	0.00	0.00	0.00	20.19	243.81

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102
Tax ID 45-2590990

Project 1039 - Hoehn Road
 902 N. Doolittle
 Edinburg, TX 78542

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 58
For Week Ending 11/19/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				Sun 13	Mon 14	Tue 15	Wed 16	Thu 17	Fri 18	Sat 19													
Adrian Gomez	0613	Utility Labor	RT	8.00	8.00	8.00	8.00	8.00		40.00	40.00	12.00	813.00	0.02	813.00	50.41	11.79	26.00	0.00	0.00	88.20	724.80	
			OT	2.50	2.00	2.00	1.50	3.50	7.00	18.50	18.50	18.00											
Chain Rodriguez	4423	Pipelayer	RT						4.00	4.00	4.00	13.00	110.50	0.02	851.50	52.80	12.35	30.00	0.00	0.00	95.15	756.35	
			OT						3.00	3.00	3.00	19.50											
Guadalupe Garcia	8787	Loader/Backho	RT	8.00	8.00			4.00	4.00	24.00	24.00	11.50	508.88	0.02	761.88	47.23	11.04	29.00	0.00	0.00	87.27	674.61	
			OT	2.00	1.00			7.50	3.00	13.50	13.50	17.25											
Jesus J Salas	7935	Common Labor	RT	8.00						8.00	8.00	11.00	236.50	0.02	720.50	44.67	10.45	42.00	0.00	0.00	97.12	623.38	
			OT	2.00					7.00	9.00	9.00	16.50											
Jose A Cortina III	8135	Common Labor	RT	8.00	8.00	8.00		11.50	4.50	40.00	40.00	10.00	557.50	0.01	557.50	34.56	8.08	68.00	0.00	5.00	115.64	441.86	
			OT	2.50	2.00	2.00	1.50		2.50	10.50	10.50	15.00											
Juan M. Soliz	3104	Common Labor	RT	8.00					4.00	12.00	12.00	12.00	234.00	0.02	786.00	48.73	11.40	15.00	0.00	25.00	100.13	685.87	
			OT	2.00					3.00	5.00	5.00	18.00											
Martin V Escalante	4138	Common Labor	RT	8.00	8.00		8.00	4.00	4.00	32.00	32.00	11.00	616.00	0.02	720.50	44.67	10.44	42.00	0.00	0.00	97.11	623.39	
			OT	2.00	2.00		1.50	7.50	3.00	16.00	16.00	16.50											
Oliverio Rios	0659	Common Labor	RT	8.00	8.00			4.00	4.00	24.00	24.00	12.25	560.51	0.02	793.27	49.19	11.51	53.00	0.00	0.00	113.70	679.57	
			OT	2.00	2.00			7.50	3.00	14.50	14.50	18.38											
Omar Garcia	7459	Common Labor	RT	8.00	8.00	8.00	8.00	8.00		40.00	40.00	11.00	629.75	0.02	629.75	39.04	9.14	8.00	0.00	0.00	56.18	573.57	
			OT	2.50	2.00	2.00	1.50	3.50		11.50	11.50	16.50											
Rafael Lozoya	7423	Common Labor	RT		3.00			5.00		8.00	8.00	10.50	84.00	0.01	467.25	28.97	6.78	0.00	0.00	0.00	35.75	431.50	



Letter of Transmittal

Hidalgo County Drainage District No. 1
 Attn: Raul Sesin, P.E., CFM
 902 N. Doolittle Road
 Edinburg, TX 78539

Date: 02/08/2017

REF: Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement
Bid No. HCDD1-15-009-07-22A

TRANSMITTED:

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

VIA:

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

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

1	Application for Payment #11 - Eng.	RECEIVED HIDALGO COUNTY DRAINAGE DISTRICT #1 FEB 10 2017 11:10 AM PM BY: <i>Isabel Martinez</i>
1	Application for Payment #12 - Claudette	
1	Close Out Documents - Claudette	

REMARKS:

Mr. Sesin,

Attached please find the Application for Payment #11 & #12 and Close out Documents for the Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement Bid No. HCDD1-15-009-07-22A.

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

Thank you,

Isabel Martinez
 Texas Cordia Construction, LLC

Received by: *Isabel Martinez* Date: 2/10/17



Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 2/10/2017

Engineer/Firm Name: Texas Cordia Construction

Project Name/Number: Pc.t 4 Hoehn Rd. Area Drainage Improvement

Invoice No.: Pay Application No. 12 (Retainage)

Invoice Date: 2/8/2017

Due Date: 3/8/2017

Purchase Order No.: 627645

Amount: \$125,307.20

Total # of Pages Submitted: 5

Attachments: CD USB Plans Other: _____

Engineering: Construction:

Received By: Rosa Arce

Forwarded to:

Nora D. Cavazos _____ Date: _____

Esther Layton _____ Date: _____

Claudette Guerrero _____ Date: _____

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: WITH CLOSE OUT DOCUMENTS



APPLICATION FOR PAYMENT NO. 12 (Retainage)

To: Hidalgo County Drainage District No. 1 (OWNER)
From: Texas Cordia Construction, LLC (CONTRACTOR)
Contract: HCDD1-15-009-07-22A
Project: Hidalgo County Pct. 4 - Hoehn Road Area Drainage & Road Improvements
Owner's Contract No. HCDD1-15-009-07-22A Engineer's Project No. _____
For Work accomplished through the date of: December 20, 2016

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$ 1,078,315.00; 2. Net change by Change Order and Written Agreements(+or-): \$ 174,757.00; 3. Current Contract Price (1 plus 2): \$ 1,253,072.00; 4. Total completed and stored to date: \$ 1,253,072.00; 5. Retainage (per Agreement): 10% of completed Work: \$ -, 10% of stored material: \$ -, Total Retainage: \$ -; 6. Total completed and stored to date less retainage (4 minus 5): \$ 1,253,072.00; 7. Less previous Application for Payments: \$ 1,127,764.80; 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): \$ 125,307.20

Accompanying Documentation:

CONTRACTOR'S Certification:

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

CONTRACTOR:

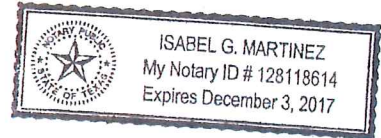
BY: Texas Cordia Construction, LLC

State of Texas
County of Hidalgo
Subscribed and sworn to before me this

27th day of December

Notary Public
My Commission expires: 12/31/17

Handwritten signature of Isabel G. Martinez



CERTIFICATE FOR PAYMENT:

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

AMOUNT CERTIFIED \$ _____

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

ENGINEER:

By: [Signature]
Project Engineer

Date: 1/17/17

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

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 20th DAY OF December, 2016 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 08/04/2015
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Texas Cordia Construction, LLC
OF THE CITY OF Edinburg STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Hidalgo County Pct. 4 - Hoehn Road Area Drainage and Road Improvements

CONTRACT NO: HCDD1-15-009-07-22A
Located in or near the City/Precinct Of Edinburg / Hidalgo County Pct. #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 Zero, 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	<u>\$1,078,315.00</u>
Present Amount of Contract	<u>\$1,253,072.00</u>
Total Amount of earned to Date	<u>\$1,253,072.00</u>
Less: previous payments	<u>\$1,127,764.80</u>
Balance	<u>\$125,307.20</u>
Authorized deductions	<u>\$0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$125,307.20</u>

6. That the final payment in the amount of One Hundred Twenty-Five Thousand Three
Hundred Seven dollars and Twenty Cents is now due and payable.

Engineer's Signature

CONCURRED BY:

CONCURRED BY:

Texas Cordia Construction, LLC
Contractor's Name

City/Precinct

By:  _____

By: _____

Title: President _____

Title: _____

**CONTRACTOR'S AFFIDAVIT OF
PAYMENTS OF DEBTS AND CLAIMS**


PROJECT: Pct. 4 - Hoehn Road Area Drainage & Road Improvements **PROJECT NO.** HCDD1-15-009-07-22A
OWNER: Hidalgo County Drainage District No. 1
CONTRACTOR: Texas Cordia Construction, LLC
ENGINEER: Dos Logistic, 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, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

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

NONE

CONTRACTOR

By 

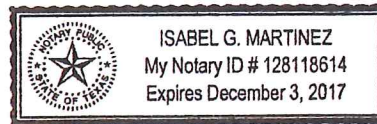
Yara M. Corbitt, P.E.

Title President

Subscribed and sworn to before me this 20th day of December, 2016

Notary Public:

My Commission Expires: 12/03/2017



Hidalgo County Drainage District No. 1

Attn: Raul Sesin, P.E., CFM
902 N. Doolittle Road
Edinburg, TX 78539

Date: 02/08/2017

**REF: Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement
Bid No. HCDD1-15-009-07-22A**

TRANSMITTED:

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

VIA:

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

COPIES	DESCRIPTION
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1	Application for Payment #11 - Eng.	<p>RECEIVED HIDALGO COUNTY DRAINAGE DISTRICT #1 FEB 10 2017 11:10 AM PM BY: <i>Stephen Layton</i></p>
1	Application for Payment #12 - Claudette	
1	Close Out Documents - Claudette	

REMARKS:

Mr. Sesin,

Attached please find the Application for Payment #11 & #12 and Close out Documents for the Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement Bid No. HCDD1-15-009-07-22A.

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

Thank you,

Isabel Martinez
Texas Cordia Construction, LLC

Received by: *Stephen Layton* Date: *2/10/17*



Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 2/10/2017

Engineer/Firm Name: Texas Cordia Construction

Project Name/Number: Pc.t 4 Hoehn Rd. Area Drainage Improvement

Invoice No.: NOT AN INVOICE

Invoice Date: 2/8/2017

Due Date: _____

Purchase Order No.: 627645

Amount: _____

Total # of Pages Submitted: 7

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Rosa Arce

Forwarded to:

Nora D. Cavazos _____ Date: _____

Esther Layton _____ Date: _____

Claudette Guerrero _____ Date: _____

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: CLOSE OUT DOCUMENTS



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 20th DAY OF December, 2016 A FINAL INSPECTION was made of the project herein described.

CONTRACT HCDDI-15-009-07-22A

CONTRACT DATE: 08/04/15

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CONSTRUCTION CONTRACTOR: Texas Cordia Construction, LLC

OF THE CITY OF Edinburg STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF Hidalgo County Pct. 4-Hoehn Road Paving & Drainage Improvements

CONTRACT NO: HCDDI-15-009-07-22A

Located in or near the City/Precinct Of Edinburg/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 \$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	<u>\$1,078,315.00</u>
Present Amount of Contract	<u>\$1,253,072.00</u>
Total Amount of earned to Date	<u>\$1,253,072.00</u>
Less: previous payments	<u>\$1,127,764.80</u>
Balance	<u>\$125,307.20</u>
Authorized deductions	<u>\$0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$125,307.20</u>

6. That the final payment in the amount of \$125,307.20 is now due and payable.


Engineer's Signature

CONCURRED BY:

Texas Cordia Construction, LLC

Contractor's Name

By:  Yara M. Corbitt, P.E.

Title: CEO

CONCURRED BY:

Hon. Ramon Garcia,



Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip Invoice/ Backup

Date Received: 1/23/2017

Engineer/Firm Name: Jimenez Engineering Solutions LLC dba ICE

Project Name/Number: Mile 6 W & Mile 14 N Area DI

Invoice No.: Pay Application No. 5

Invoice Date: 1/23/2017

Due Date: 2/22/2017

Purchase Order No.: N/A

Amount: \$55,454.40

Total # of Pages Submitted: 16

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos _____ Date: _____

Esther Layton _____ Date: _____

Claudette Guerrero _____ Date: _____

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: Contract No. C-HCDD1-16-031A-08-09

JAN 23 2017

2:22 AM/PM

BY: MAP



APPLICATION FOR PAYMENT NO. 5

To: Hidalgo County Drainage District No. 1 (OWNER)
 From: Jimenez Engineering Solutions LLC dba ICE (CONTRACTOR)
 Contract: C-HCDD1-16-031A-08-09
 Project: Mile 6 West & Mile 14 North Area Drainage Improvements
 Owner's Contract No. C-HCDD1-16-031A-08-09 Engineer's Project No. _____
 For Work accomplished through the date of: 1/15/2017

1. Original Contract Price:	\$	433,027.00
2. Net change by Change Order and Written Agreements(+or-):	\$	96,886.00
3. Current Contract Price (1 plus 2):	\$	529,913.00
4. Total completed and stored to date:	\$	529,913.00
5. Retainage (per Agreement):		
10 % of completed Work:	\$	52,991.30
10 % of stored material		
Total Retainage:	\$	52,991.30
6. Total completed and stored to date less retainage (4 minus 5)	\$	476,921.70
7. Less previous Application for Payments:	\$	421,467.30
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	55,454.40

Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:

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

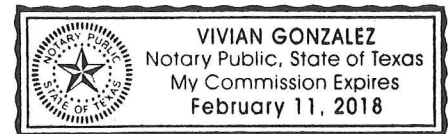
CONTRACTOR:

BY:

[Signature]

State of Texas
County of Hidalgo

Subscribed and sworn to before me this 23rd day of January 2017



Notary Public

My Commission expires: Feb. 11, 2018

[Signature]

CERTIFICATE FOR PAYMENT:

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

AMOUNT CERTIFIED \$ _____

(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:

_____ Project Engineer

Date: _____

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

Schedule of Values 2.5

Contractor Name: Jimenez Engineering Solutions LLC dba ICE
 Starting Date: 12-Sep-2016
 Project Ending Date: 18-Feb-2017
 Retainage Percent: 10%

Application: _____ 5
 Application Date: 20-Jan-2017
 Estimate Period: 1/02/17 -1/15/17
 Engineer Firm: HCDD No.1

		Summary																											
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	C.O. #4 Schedule Value	C.O. #5 Schedule Value	C.O. #6 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	Application #5	Retainage for App #5	Payment for Application #5	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-HCDD1-16-031A-06-09	Mile 6 West & Mile 14 North Area Drainage Improve	\$ 433,027.00	\$ 451,593.50	\$ 471,599.50	\$ 471,599.50	\$ 473,269.50	\$ 498,647.00	\$ 536,263.00	\$ 529,913.00	\$ 180,798.50	\$ 18,079.85	\$ 162,718.65	\$ 130,931.00	\$ 13,093.10	\$ 117,837.90	\$ 60,035.00	\$ 6,003.50	\$ 54,031.50	\$ 96,532.50	\$ 9,653.25	\$ 86,879.25	\$ 61,616.00	\$ 6,161.60	\$ 55,454.40	\$ 529,913.00	\$ 52,991.30	\$ 476,921.70	\$ 421,467.30	\$ -
TOTALS:		\$ 433,027.00	\$ 451,593.50	\$ 471,599.50	\$ 471,599.50	\$ 473,269.50	\$ 498,647.00	\$ 536,263.00	\$ 529,913.00	\$ 180,798.50	\$ 18,079.85	\$ 162,718.65	\$ 130,931.00	\$ 13,093.10	\$ 117,837.90	\$ 60,035.00	\$ 6,003.50	\$ 54,031.50	\$ 96,532.50	\$ 9,653.25	\$ 86,879.25	\$ 61,616.00	\$ 6,161.60	\$ 55,454.40	\$ 529,913.00	\$ 52,991.30	\$ 476,921.70	\$ 421,467.30	\$ -



NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project MILE 6 W & MILE 14 N DRAIN
Job No. 32290

The signer of this document has been paid and has received a progress payment in the sum of \$6674.24 for all labor, services, equipment, or materials furnished to the property or to INTERNATIONAL CONSULTING ENGINEERS (person with whom signer contracted) on the property of HIDALGO COUNTY DRAINAGE DIST 1 (owner) located at MILE 6 WEST & MILE 14 NORTH WESLACO, TX 78596 (location) to the following extent: Waterworks ect (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent: Through 12/26/16

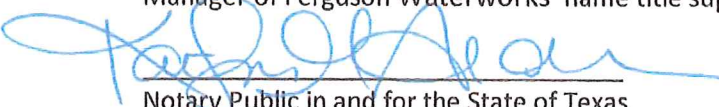
This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to INTERNATIONAL CONSULTING ENGINEERS (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

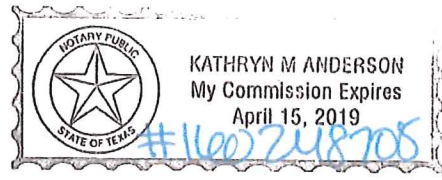


Jeffrey Moreland
Credit Manager

Subscribed and sworn-to before me, the undersigned Notary Public, by Jeffrey Moreland, Credit Manager of Ferguson Waterworks name title supplier on this 19th day of January, 2017.



Notary Public in and for the State of Texas
(seal)



January 20, 2017

Jorge A. Gonzalez PE
Project Engineer
Hidalgo County Drainage District No.1
902 N. Doolittle Rd.
Edinburg, Tx 78542

Re: Hidalgo County Precinct No.1-Mile 6 West & Mile 14
North Area Drainage Improvements Project
HCDD1-16-031A-08-09

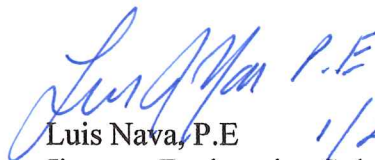
Mr. Gonzalez,

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

- Ferguson Waterworks (Supplier)
- L&R Precast (Supplier)

If you have any questions, please feel free to call me at (956) 329-5404 or email me at luis@icengineers.net.

Thank You,


Luis Nava, P.E. 1/20/17
Jimenez Engineering Solutions LLC

January 20, 2017

Jorge A. Gonzalez PE
Project Engineer
Hidalgo County Drainage District No.1
902 N. Doolittle Rd.
Edinburg, Tx 78542

Re: Hidalgo County Precinct No.1-Mile 6 West & Mile 14
North Area Drainage Improvements Project
HCDD1-16-031A-08-09

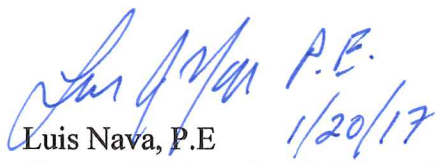
Mr. Gonzalez,

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

- None

If you have any questions, please feel free to call me at (956) 329-5404 or email me at luis@icengineers.net

Thank You,


Luis Nava, P.E.
Jimenez Engineering Solutions LLC

PAYROLL

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



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

Rev. Dec. 2008

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
JIMENEZ ENGINEERING SOLUTIONS, LLC DBA INTERNATIONAL CONSULTING ENGINEERS		1722 N CLOSNER, SUITE B EDINBURG, TX 78541		Expires: 01/31/2015	
PAYROLL NO. 18	FOR WEEK ENDING 01/15/2017	PROJECT AND LOCATION MILE 6 WEST & MILE 14 NORTH DRAINAGE IMPROVEMENTS; WESLACO, TX		PROJECT OR CONTRACT NO. C-HCDD1-16-031A-08-09	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				M	T	W	TH	F	S	SU				FICA	WITH- HOLDING TAX	CHILD SUPPORT	INSURAN CE	OTHER		TOTAL DEDUCTIONS
				01/09	01/10	01/11	01/12	01/13	01/14	01/15										
ALONZO MARTINEZ XXX-XX-8165 801 E. MINNESOTA RD. SAN JUAN, TX 7858988	3	SUPERVISOR (SALARY)	O										\$1,627.50	\$124.50	\$155.00				\$279.50	\$1,348.00
			S	10.00	10.50	11.00	10.50	10.50			52.50									
HECTOR CAMARGO XXX-XX-7718 905 LEE DR ALAMO, TX 78516	3	EXCAVATOR, 50,000 LBS OR LESS	O					9.00	7.00		16.00	\$22.88	\$976.08	\$74.66	\$68.00			\$50.00	\$192.66	\$783.42
			S	9.00	10.50	9.50	10.00	1.00			40.00	15.25								
JULIO C GUERRA XXX-XX-3646 11189 N MOOREFIELD RD MISSION, TX 78574	3	COMMON LABORER	O					9.50			9.50	\$18.00	\$651.00	\$49.80	\$25.00				\$74.80	\$576.20
			S	9.00	10.00	11.00	10.00				40.00	12.00								
DEEJAY VILLALPANDO XXX-XX-8235 PO BOX 2415 ELSA, TX 78543	2	COMMON LABORER	O					10.00			10.00	\$17.30	\$634.20	\$48.51	\$56.00				\$104.51	\$529.69
			S	9.00	10.00	11.00	10.00				40.00	11.53								
JESUS M PUENTE XXX-XX-0548 2119 BAHAMAS DR. APT 4 EDINBURG, TX 78541	0	COMMON LABORER	O				0.50	10.50	7.00		18.00	\$19.50	\$871.00	\$66.63	\$125.00				\$191.63	\$679.37
			S	9.00	10.00	11.00	10.00				40.00	13.00								
ELISEO GARZA XXX-XX-8053 1032 CITRIANA DR. SAN JUAN, TX 78589	2	PIPE LAYER	O				1.00	10.50			11.50	\$19.50	\$744.25	\$56.93	\$45.00				\$101.93	\$642.32
			S	10.00	10.00	11.00	9.00				40.00	13.00								
DAVID ESPINOSA XXX-XX-6850 1438 CARLOS DR ALAMO, TX 78516	4	COMMON LABORER	O					8.50			8.50	\$15.00	\$527.50	\$40.36	\$5.00				\$45.36	\$482.14
			S	9.00	10.00	9.50	10.00	1.50			40.00	10.00								
GUSTAVO DE LEON XXX-XX-9649 PO BOX 1926 EDINBURG, TX 78540	0	FRONT END LOADER, 3 CY OR LESS	O					0.50			0.50	\$19.50	\$529.75	\$40.53	\$37.00				\$77.53	\$452.22
			S	9.50	10.50		10.50	9.50			40.00	13.00								

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

Public Burden Statement

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

Date 01/20/2017

I, HUGO P. GONZALEZ JR PRINCIPAL
(Name of Signatory Party) (Title)

do hereby state:

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

JIMENEZ ENGINEERING SOLUTIONS, LLC DBA INTERNATIONAL CONSULTING on the
(Contractor or Subcontractor)

MILE 6 W & MILE 14 N

(Building or Work)

09 day of 01, 2017, and ending the 15 day of 01, 2017

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, LLC DBA INTERNATIONAL CONSULTING from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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.

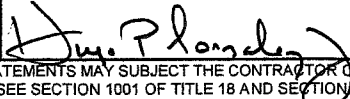
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

PAYROLL

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



Rev. Dec. 2008

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
JIMENEZ ENGINEERING SOLUTIONS, LLC DBA INTERNATIONAL CONSULTING ENGINEERS		1722 N CLOSNER, SUITE B EDINBURG, TX 78541		Expires: 01/31/2015	
PAYROLL NO. 17	FOR WEEK ENDING 01/08/2017	PROJECT AND LOCATION MILE 6 WEST & MILE 14 NORTH DRAINAGE IMPROVEMENTS; WESLACO, TX		PROJECT OR CONTRACT NO. C-HCDD1-16-031A-08-09	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				M	T	W	TH	F	S	SU				FICA	WITH- HOLDING TAX	CHILD SUPPORT	INSURAN CE	OTHER		TOTAL DEDUCTIONS
				01/02	01/03	01/04	01/05	01/06	01/07	01/08										
ALONZO MARTINEZ XXX-XX-8165 801 E. MINNESOTA RD. SAN JUAN, TX 7858988	3	SUPERVISOR (SALARY)	o										\$1,627.50	\$124.51	\$155.00			\$279.51	\$1,347.99	
			s		11.00	10.50	10.50	10.50			42.50									
HECTOR CAMARGO XXX-XX-7718 905 LEE DR ALAMO, TX 78516	3	EXCAVATOR, 50,000 LBS OR LESS	o									\$22.88	\$610.00	\$56.00	\$33.00		\$50.00	\$139.00	\$593.00	
			s		10.00	10.00	10.00	10.00			40.00	15.25								
JUAN MATA XXX-XX-6133 9913 N MILE 6 W WESLACO, TX 78599	9	COMMON LABORER	o									\$16.50	\$440.00	\$33.66	\$0.00			\$33.66	\$406.34	
			s		10.00	10.00	10.00	10.00			40.00	11.00								
DEEJAY VILLALPANDO XXX-XX-8235 PO BOX 2415 ELSA, TX 78543	2	COMMON LABORER	o									\$17.30	\$461.20	\$42.34	\$44.00			\$86.34	\$467.10	
			s		10.00	10.00	10.00	10.00			40.00	11.53								
JESUS M PUENTE XXX-XX-0548 2119 BAHAMAS DR. APT 4 EDINBURG, TX 78541	0	COMMON LABORER	o						1.00		1.00	\$19.50	\$539.50	\$49.23	\$81.00			\$130.23	\$513.27	
			s		10.50	10.00	10.50	9.00			40.00	13.00								
ELISEO GARZA XXX-XX-8053 1032 CITRIANA DR. SAN JUAN, TX 78589	2	PIPE LAYER	o						0.50		0.50	\$19.50	\$529.75	\$48.48	\$31.00			\$79.48	\$554.27	
			s		10.50	10.00	10.00	9.50			40.00	13.00								
DAVID ESPINOSA XXX-XX-6850 1438 CARLOS DR ALAMO, TX 78516	4	COMMON LABORER	o									\$15.00	\$400.00	\$36.72	\$0.00			\$36.72	\$443.28	
			s		10.00	10.00	10.00	10.00			40.00	10.00								
GUSTAVO DE LEON XXX-XX-9649 PO BOX 1926 EDINBURG, TX 78540	0	FRONT END LOADER, 3 CY OR LESS	o									\$19.50	\$494.00	\$45.74	\$47.00			\$92.74	\$505.26	
			s		10.00	10.00	10.00	8.00			38.00	13.00								

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

Public Burden Statement

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Date 01/13/2017

I, HUGO P. GONZALEZ JR PRINCIPAL
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
JIMENEZ ENGINEERING SOLUTIONS, LLC DBA INTERNATIONAL CONSULTING on the
(Contractor or Subcontractor)
MILE 6 W & MILE 14 N
(Building or Work); that during the payroll period commencing on the
02 day of 01, 2017, and ending the 08 day of 01, 2017,

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, LLC DBA INTERNATIONAL CONSULTING from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(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.

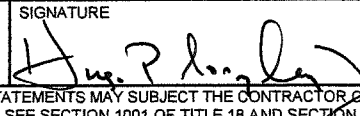
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE HUGO P GONZALEZ JR PRINCIPAL	SIGNATURE 
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PAYROLL

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



Rev. Dec. 2008

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENGINEERS		1722 N CLOSNOR, SUITE B EDINBURG, TX 78541		Expires: 01/31/2015	
PAYROLL NO. 17 (page 2)	FOR WEEK ENDING 01/08/2017	PROJECT AND LOCATION MILE 6 WEST & MILE 14 NORTH DRAINAGE IMPROVEMENTS; WESLACO, TX		PROJECT OR CONTRACT NO. C-HCDD1-16-031A-08-09	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				M	T	W	TH	F	S	SU				FICA	WITH- HOLDING TAX	CHILD SUPPORT	INSURNC E	OTHER		TOTAL DEDUCTIONS
				01/02	01/03	01/04	01/05	01/06	01/07	01/08				HOURS WORKED EACH DAY						
JULIO C GUERRA XXX-XX-3646 11189 N MOOREFIELD RD MISSION, TX 78574	3	COMMON LABORER	o									\$18.00	\$480.00							
			s		10.00	10.00	10.00	10.00				40.00	12.00	\$480.00	\$36.72	\$8.00			\$44.72	\$435.28
			o																	
			s																	
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Public Burden Statement

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Date 01/13/2017

I, HUGO P GONZALEZ JR PRINCIPAL
(Name of Signatory Party) (Title)

do hereby state:

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

JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENG on the
(Contractor or Subcontractor)

MILE 6 W & MILE 14 N

(Building or Work)

02 day of 01, 2017, and ending the 08 day of 01, 2017

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JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING E from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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

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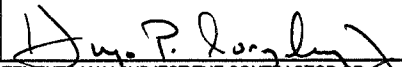
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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE HUGO P GONZALEZ JR. PRINCIPAL	SIGNATURE 
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PAYROLL

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



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Rev. Dec. 2008

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
JIMENEZ ENGINEERING SOLUTIONS, LLC DBA INTERNATIONAL CONSULTING ENGINEERS		1722 N CLOSNER, SUITE B EDINBURG, TX 78541		Expires: 01/31/2015	
PAYROLL NO. 16	FOR WEEK ENDING 01/01/2017	PROJECT AND LOCATION MILE 6 WEST & MILE 14 NORTH DRAINAGE IMPROVEMENTS; WESLACO, TX		PROJECT OR CONTRACT NO. C-HCDD1-16-031A-08-09	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				M	T	W	TH	F	S	SU				FICA	WITH- HOLDING TAX	CHILD SUPPORT	INSURAN CE	OTHER		TOTAL DEDUCTIONS	
				12/26	12/27	12/28	12/29	12/30	12/31	01/01				HOURS WORKED EACH DAY							
ALONZO MARTINEZ XXX-XX-8165 801 E. MINNESOTA RD. SAN JUAN, TX 7858988	3	SUPERVISOR (SALARY)	o											\$1,627.50	\$124.51	\$155.00				\$279.51	\$1,347.99
			s			10.00	13.50	8.00			31.50										
HECTOR CAMARGO XXX-XX-7718 905 LEE DR ALAMO, TX 78516	3	EXCAVATOR, 50,000 LBS OR LESS	o					1.00				1.00	\$22.88	\$503.26	\$57.75	\$35.00			\$50.00	\$142.75	\$612.14
			s			9.50	13.00	9.00			31.50	15.25	\$754.89								
JUAN MATA XXX-XX-6133 9913 N MILE 6 W WESLACO, TX 78599	9	COMMON LABORER	o					1.00				1.00	\$16.50	\$456.50	\$41.66	\$0.00				\$41.66	\$502.84
			s		8.50	9.50	13.00	9.00			40.00	11.00	\$544.50								
DEEJAY VILLALPANDO XXX-XX-8235 PO BOX 2415 ELSA, TX 78543	2	COMMON LABORER	o										\$17.30	\$259.43	\$34.84	\$29.00				\$63.84	\$391.60
			s			9.50	13.00				22.50	11.53	\$455.44								
JESUS M PUENTE XXX-XX-0548 2119 BAHAMAS DR. APT 4 EDINBURG, TX 78541	0	COMMON LABORER	o					1.50				1.50	\$19.50	\$445.25	\$49.97	\$82.00				\$131.97	\$521.28
			s			10.00	13.50	8.50			32.00	13.00	\$653.25								
ELISEO GARZA XXX-XX-8053 1032 CITRIANA DR. SAN JUAN, TX 78589	2	PIPE LAYER	o					2.00				2.00	\$19.50	\$442.00	\$50.72	\$34.00				\$84.72	\$578.28
			s			9.50	13.50	8.00			31.00	13.00	\$663.00								
DAVID ESPINOSA XXX-XX-6850 1438 CARLOS DR ALAMO, TX 78516	4	COMMON LABORER	o										\$15.00	\$315.00	\$37.87	\$2.00				\$39.87	\$455.13
			s			9.50	13.00	9.00			31.50	10.00	\$495.00								
GUSTAVO DE LEON XXX-XX-9649 PO BOX 1926 EDINBURG, TX 78540	0	FRONT END LOADER, 3 CY OR LESS	o										\$19.50	\$169.00	\$40.78	\$37.00				\$77.78	\$455.22
			s				13.00				13.00	13.00	\$533.00								

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Date 01/06/2017

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(Name of Signatory Party) (Title)

do hereby state:

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

JIMENEZ ENGINEERING SOLUTIONS, LLC DBA INTERNATIONAL CONSULTING on the
(Contractor or Subcontractor)

MILE 6 W & MILE 14 N

(Building or Work)

26 day of 12, 2016, and ending the 01 day of 01, 2017

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, LLC DBA INTERNATIONAL CONSULTING from the full
(Contractor or Subcontractor)

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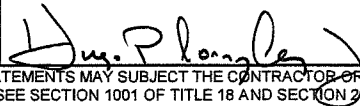
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EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE HUGO P GONZALEZ JR PRINCIPAL	SIGNATURE 
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Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip Invoice/ Backup

Date Received: 1/25/2017

Engineer/Firm Name: Mor-Wil, LLC

Project Name/Number: East Donna Drain Flood Pump DIP

Invoice No.: Pay Application No. 1

Invoice Date: 1/24/2017

Due Date: 2/24/2017

Purchase Order No.: N/A

Amount: \$134,356.28

Total # of Pages Submitted: 21

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos _____ Date: _____

Esther Layton _____ Date: _____

Claudette Guerrero _____ Date: _____

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: Contract No. C-HCDD1-16-040-08-16

JAN 25 2017

11:30 AM PM

BY: MAP



APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County Drainage District No. 1 (OWNER)
From: Mor-Wil, LLC (CONTRACTOR)
Contract: C-HCDD1-16-040-08-16
Project: Drainage Improvement Project East Donna Drain - Flood Pump
Owner's Contract No. C-HCDD1-16-04 Engineer's Project No. _____
For Work accomplished through the date of: 1/5/2017

1. Original Contract Price:	<u>\$1,000,725.79</u>
2. Net change by Change Order and Written Agreements(+or-):	<u>\$0.00</u>
3. Current Contract Price (1 plus 2):	<u>\$1,000,725.79</u>
4. Total completed and stored to date:	<u>\$143,729.20</u>
5. Retainage (per Agreement):	
<u>10 %</u> of completed Work:	<u>\$9,372.92</u>
_____ of stored material	_____
Total Retainage:	<u>\$9,372.92</u>
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	<u>\$134,356.28</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:

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

CONTRACTOR:

BY: Mor-Wil, LLC

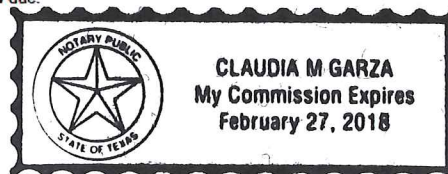
State of Texas

County of Hidalgo

Subscribed and sworn to before me this 24 day of January, 2017

Notary Public

My Commission expires: February 27, 2018



CERTIFICATE FOR PAYMENT:

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

AMOUNT CERTIFIED \$ \$134,356.28

(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: [Signature]
Project Engineer

Date: 01-24-17

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 Quantiv Update Worksheet

Colonia: _____
 Control: _____
 Project No: C-HCDD1-16-040-08-16
 County: HIDALGO
 Est. No: 1
 Work Type: DRAINAGE IMPROVEMENTS
 Limits: _____

Date: Date: _____

Contractor: Mor-Wil, LLC Date Began: 12/9/2016
 Contract Price: \$1,000,725.79 Contract Time: 90 Days
 Work Done this Mo: \$93,573.20 Time Charged: 21 Days
 % Complete: 9.35 % Time Used: 23.3

From: 12/9/2016
 To: 1/5/2017

ITEM NO.	DESCRIPTION	UNIT	PROJEC T QTY	Unit Price	Project Amount	MONTH NO. 1			MONTH NO.			MONTH NO.		
						Item Cost Monthly	Monthly Quantity	QTY to Date	Item Cost Monthly	Monthly Quantity	QTY to Date	Item Cost Monthly	Monthly Quantity	QTY to Date
	(901)ADMINISTRATIVE (902) PRELIMINARY ENGINEERING (903) CONSTRUCTION ENGINEERING (904) RIGHT-OF-WAY													
01 56 00	BARRICADES AND SIGNS	MO	3	\$2,600.00	\$7,800.00	1	\$2,600.00							
01 57 00	SEDIMENT CONTROL FENCE	LF	190	\$2.60	\$494.00	190	\$494.00							
01 57 00	ROCK FILTER DAM	LF	20	\$1,156.76	\$23,135.20	20	\$23,135.20							
09 00 00	SELF PRIMING TRAILER MOUNTED CENTRIFUGAL PUMP	EA	2	\$107,965.00	\$215,930.00		\$0.00							
31 32 00	EMBANKMENT	CY	80	\$41.50	\$3,320.00		\$0.00							
31 64 00	HYDROMULCH SEEDING (W.WATERING)	SY	1054	\$1.36	\$1,433.44		\$0.00							
35 10 00	CHANNEL EXCAVATION	CY	3146	\$26.00	\$81,796.00	2000	\$52,000.00							
35 23 00	DEWATERING	LS	1	\$15,500.00	\$15,500.00	1	\$15,500.00							
35 32 00	CONC. RIP-RAP (TY. "A")	CY	245	\$211.00	\$51,695.00		\$0.00							
35 80 00	EMERGENCY ACTION PLAN	LS	1	\$3,150.00	\$3,150.00		\$0.00							
35 80 01	EMERGENCY ACTION PLAN (IMPLEMENTATION)	LS	1	\$9,450.00	\$9,450.00		\$0.00							
35 90 00	STOP LOGS	LS	1	\$1,500.00	\$1,500.00		\$0.00							
50 20 00	PROP CALICE ROAD (6")	CY	12	\$29.00	\$348.00		\$0.00							
60 20 00	PROP THRUST BLOCKS	EA	1	\$735.00	\$735.00		\$0.00							
60 20 00	6" CONC WALL	EA	7	\$7,350.00	\$51,450.00		\$0.00							
60 20 00	CONC BOX (CAST IN PLACE)	LF	332	\$735.50	\$244,186.00	0	\$0.00							
60 20 00	GATEWELL STRUCTURE	EA	2	\$10,500.00	\$21,000.00		\$0.00							
60 20 00	CONC SUDTION BOX W/GRATE	EA	2	\$10,500.00	\$21,000.00		\$0.00							
60 41 00	METAL BEAM GUARD FENCE (MBGF)	LF	179	\$504.50	\$90,305.50		\$0.00							
60 41 00	12" STEEL PIPE SCH 40 PAINTED (OIL BASE) (W/SUCTION END CAP AND FITTINGS)	FT	75	\$278.35	\$20,876.25		\$0.00							
60 41 00	18" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/SUCTION END CAP AND FITTINGS)	FT	70	\$286.15	\$20,030.50		\$0.00							
60 41 00	BOLLARD	EA	10	\$520.00	\$5,200.00		\$0.00							
60 66 00	CONC HEADWALL	EA	2	\$26,000.00	\$52,000.00	0	\$0.00							
60 68 00	SLUICE GATES	EA	2	\$29,195.45	\$58,390.90	0	\$0.00							
Total					\$1,000,725.79	\$93,729.20								

ADMINISTRATIVE (901)
 PRELIMINARY ENGINEERING (902)
 CONSTRUCTION ENGINEERING (903)
Total to Date

RIGHT-OF-WAY (904)
 Roadway (905)
 Drainage (906)
Total to Date

Prepared and Checked By: Signature: _____
 Printed Name: Albert Garcia

Date: 1/25/17



FERGUSON WATERWORKS #1105
 PO BOX 847411
 DALLAS, TX 75284-7411

EMAIL DUPLICATE INVOICE

Deliver To: 190K B336378
 From: David Aguirre
 Comments:

Please Contact With Questions:
 713-675-2211

Invoice Number	Customer	Page
0827885	32839	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 50000.00

FERGUSON WATERWORKS #1105
 PO BOX 847411
 DALLAS, TX 75284-7411

Sold To:

MORWILL LLC
 E DONNA DRAIN-FLOOD PUMPS
 808 S SHARY RD STE 5 PMB 274
 MISSION, TX 78572

Ship To:

MORWILL LLC
 902 N DOOLITTLE RD
 E DONNA DRAIN-FLOOD PUMPS
 CALL MR DE LEON 956-292-7080

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1109	1109	TXE	VERBAL	DXA	E DONNA DRAIN-FLOOD PUMPS	10/26/2016	51311
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
			Source Order#: 0827881				
2	2	SP-HSLUCIEGATE60	60X60 SLUICE GATE HEAVY DUTY	25000.000	EA	50000.00	
Invoice Sub-Total						50000.00	
Tax						0.00	
Total Amt						50000.00	

TOTAL DUE ---> 50000.00

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT http://woleseleya.com/terms_conditions
 GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



Contract Time Statement

Pay Request 1 Contractor: Mor-Wil, LLC
 Project No. C-HCDD1-16-039-C City: Donna Date: 01/18/17
 Time Computed From: _____ Date Work Completed: _____

Month	Date or Days	Working Days	Days Credited	Description
December	1			No Work
December	2			No Work
December	3			No Work
December	4			No Work
December	5			No Work
December	6			No Work
December	7			No Work
December	8			No Work
December	9			Project Layout
December	10			No Work
December	11			No Work
December	12			SWPP Installation
December	13			SWPP & Barricade Installation
December	14			Excavation of Levee
December	15			Excavation of Levee
December	16			Excavation of Levee
December	17			No Work
December	18			No Work
December	19			Excavation of Levee
December	20			Excavation of Levee
December	21			Excavation of Levee
December	22			Excavation of Levee
December	23			Excavation of Levee
December	24			No Work
December	25			No Work
December	26			No Work
December	27			Excavation of Levee
December	28			Excavation of Levee
December	29			Excavation of Levee
December	30			No Work
December	31			No Work
Totals				

No. of Contract Calendar Days: 90 No. of Calendar Days Charged To Date: _____
 Assessed Liquidated Damages: No. Days _____ Per Day \$ _____ Total \$ _____
 Certified As Correct (One Copy Has Been Given To The Contractor) _____
 Project Engineer

Instructions: Project Identification should cover contract. Time credited and reasons therefore must conform to provisions of contract. No Holiday credit allowed for days preceding or following legal holidays. Time Suspended and resumed must be supported by copy each of letters to contractor dated on or before effective dates. Time extension must be indicated and referenced to related provision of contract.

PAYROLL

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



Rev. Dec. 2008

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

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.:
Mor-Wil, LLC	808 S. Shary Rd Mission, TX 78572	1235-0008
		Expires: 02/28/2018

PAYROLL NO. 1	FOR WEEK ENDING 12/01/2016	PROJECT AND LOCATION Drainage Improvement Project East Donna Drain- Flood Pump	PROJECT OR CONTRACT NO. C-HCDD1-16-040-08-16
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				FR	SA	SU	MO	TU	WE	TH				FICA	WITH-HOLDING TAX	Social Security	Medicare	OTHER		TOTAL DEDUCTIONS
				HOURS WORKED EACH DAY																
No Work			O										/							
			S																	
			O									/								
			S																	
			O									/								
			S																	
			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 it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 1/18/17

I, Albert Garza III Co-Owner
(Name of Signatory Party) (Title)

do hereby state:

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

Mor-Wil, LLC on the
(Contractor or Subcontractor)

Work; that during the payroll period commencing on the
(Building or Work)
28 day of November, 2016, and ending the 1 day of December, 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

Mor-Wil, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO Work

NAME AND TITLE
Albert Garza III/ Co-Owner

SIGNATURE

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

PAYROLL

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



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Rev. Dec. 2008

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.:
Mor-Wil, LLC	808 S. Shary Rd Mission, TX 78572	1235-0008
		Expires: 02/28/2018

PAYROLL NO. 2	FOR WEEK ENDING 12/08/2016	PROJECT AND LOCATION Drainage Improvement Project East Donna Drain- Flood Pump	PROJECT OR CONTRACT NO. C-HCDD1-16-040-08-16
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				FR	SA	SU	MO	TU	WE	TH				FICA	WITH-HOLDING TAX	Social Security	Medicare	OTHER		TOTAL DEDUCTIONS
				12/2	12/3	12/4	12/5	12/6	12/7	12/8										
HOURS WORKED EACH DAY																				
No Work			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			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 it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 1/18/17

I, Albert Garza III Co-Owner
(Name of Signatory Party) (Title)

do hereby state:

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

Mor-Wil, LLC on the
(Contractor or Subcontractor)
Work; that during the payroll period commencing on the
(Building or Work)
2 day of December, 2016, and ending the 8 day of December, 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

Mor-Wil, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

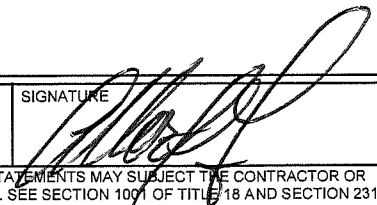
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO Work

NAME AND TITLE
Albert Garza III/ Co-Owner

SIGNATURE



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

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)



Rev. Dec. 2008

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Mor-Wil, LLC		808 S. Shary Rd Mission, TX 78572		Expires: 02/28/2018	
PAYROLL NO. 3		FOR WEEK ENDING 12/15/2016		PROJECT AND LOCATION Drainage Improvement Project East Donna Drain- Flood Pump	
				PROJECT OR CONTRACT NO. C-HCDD1-16-040-08-16	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				FR	SA	SU	MO	TU	WE	TH				FICA	WITH- HOLDING TAX	Social Security	Medicare	OTHER		TOTAL DEDUCTIONS	
				12/9	12/10	12/11	12/12	12/13	12/14	12/15											
HOURS WORKED EACH DAY																					
Albert Garza/ 2865		Owner	O																		
			S	8.00			8.00	8.00	8.00	8.00	40.00										
Jose T. Rodriguez/ 9820		Excavator 50,000lbs or Less	O				2.00	2.00	2.00	2.00	8.00	\$22.50	\$780.00			\$51.13	\$48.36	\$11.31		\$110.80	\$669.20
			S	8.00			8.00	8.00	8.00	8.00	40.00	15.00									
Antonio Morales/ 6027		Laborer, Common	O				3.00	3.00	3.00	3.00	12.00	\$18.00	\$696.00			\$14.22	\$43.15	\$10.09	\$0.00	\$67.46	\$628.54
			S	8.00			8.00	8.00	8.00	8.00	40.00	12.00									
			O																		
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Date 1/18/17

I, Albert Garza III Co-Owner
(Name of Signatory Party) (Title)

do hereby state:

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

Mor-Wil, LLC on the
(Contractor or Subcontractor)

Work; that during the payroll period commencing on the
(Building or Work)
9 day of December, 2016, and ending the 15 day of December, 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

Mor-Wil, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(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.

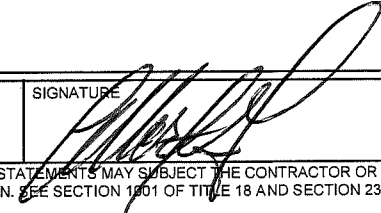
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- 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 Albert Garza III/ Co-Owner SIGNATURE 

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

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)



Rev. Dec. 2008

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

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Mor-Wil, LLC		808 S. Shary Rd Mission, TX 78572		Expires: 02/28/2018	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION			PROJECT OR CONTRACT NO.
4	12/22/2016	Drainage Improvement Project East Donna Drain- Flood Pump			C-HCDD11-16-040-08-16

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK			
				FR	SA	SU	MO	TU	WE	TH				FICA	WITH- HOLDING TAX	Social Security	Medicare	OTHER		TOTAL DEDUCTIONS		
				12/16	12/17	12/18	12/19	12/20	12/21	12/22												
Albert Garza/ 2865		Owner	O																			
			S	8.00			8.00	8.00	8.00	8.00	8.00	40.00										
Jose T. Rodriguez/ 9820		Excavator 50,000lbs or Less	O										\$22.50	\$540.00			\$21.98	\$33.48	\$7.83		\$63.29	\$476.71
			S	4.00			8.00	8.00	8.00	8.00	8.00	36.00	15.00									
Antonio Morales/ 6027		Laborer, Common	O						2.00	1.00	3.00		\$18.00	\$534.00				\$33.11	\$7.74	\$0.00	\$40.85	\$493.15
			S	8.00			8.00	8.00	8.00	8.00	8.00	40.00	12.00									
			O																			
			S																			
			O																			
			S																			
			O																			
			S																			

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

Public Burden Statement

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

Date 1/18/17

I, Albert Garza III Co-Owner
(Name of Signatory Party) (Title)

do hereby state:

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

Mor-Wil, LLC on the
(Contractor or Subcontractor)
Work; that during the payroll period commencing on the
(Building or Work)
16 day of December, 2016, and ending the 22 day of December, 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

Mor-Wil, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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

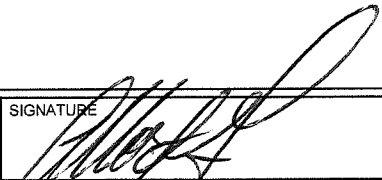
— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE
Albert Garza III/ Co-Owner

SIGNATURE


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U.S. Department of Labor
Wage and Hour Division

PAYROLL

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



Rev. Dec. 2008

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.:
Mor-Wil, LLC	808 S. Shary Rd Mission, TX 78572	1235-0008
		Expires: 02/28/2018

PAYROLL NO. 5	FOR WEEK ENDING 12/29/2016	PROJECT AND LOCATION Drainage Improvement Project East Donna Drain- Flood Pump	PROJECT OR CONTRACT NO. C-HCDD1-16-040-08-16
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				FR	SA	SU	MO	TU	WE	TH				FICA	WITH- HOLDING TAX	Social Security	Medicare	OTHER		TOTAL DEDUCTIONS	
				12/23	12/24	12/25	12/26	12/27	12/28	12/29											
HOURS WORKED EACH DAY																					
Albert Garza/ 2865		Owner	o										\$480.00								
			s	8.00				8.00	8.00	8.00	32.00	15.00									
Barnabe Rios/ 7383		Excavator 50,000lbs or Less	o										\$288.00								
			s	8.00				8.00	8.00	8.00	24.00	12.00									
Antonio Morales/ 6027		Laborer, Common	o										\$288.00								
			s					8.00	8.00	8.00	24.00	12.00									
			o										\$288.00								
			s																		
			o										\$288.00								
			s																		
			o										\$288.00								
			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 it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 1/18/17

I, Albert Garza III Co-Owner
(Name of Signatory Party) (Title)

do hereby state:

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

Mor-Wil, LLC

(Contractor or Subcontractor) on the

Work

(Building or Work)

23 day of December, 2016, and ending the 29 day of December, 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

Mor-Wil, LLC

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 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
Albert Garza III/ Co-Owner

SIGNATURE

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PAYROLL

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



Rev. Dec. 2008

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Mor-Wil, LLC		808 S. Shary Rd Mission, TX 78572		Expires: 02/28/2018	
PAYROLL NO. 6	FOR WEEK ENDING 01/05/2017	PROJECT AND LOCATION Drainage Improvement Project East Donna Drain- Flood Pump			PROJECT OR CONTRACT NO. C-HCDD1-16-040-08-16

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK				
			OT OR ST.	FR	SA	SU	MO	TU	WE				TH	FICA	WITH- HOLDING TAX	Social Security	Medicare		OTHER	TOTAL DEDUCTIONS		
				12/30	12/31	1/1	1/2	1/3	1/4				1/5								HOURS WORKED EACH DAY	
No Work			O																			
			S																			
			O																			
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Public Burden Statement

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Date 1/18/17

I, Albert Garza III Co-Owner
(Name of Signatory Party) (Title)

do hereby state:

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

Mor-Wil, LLC

(Contractor or Subcontractor) on the

Work

(Building or Work)

30 day of December, 2016, and ending the 5 day of January, 2017

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

Mor-Wil, LLC

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 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:

No Work due to Pending Change Order

NAME AND TITLE
Albert Garza III/ Co-Owner

SIGNATURE

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**HIDALGO COUNTY
DRAINAGE DISTRICT**

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

Vendor Address:

MOR-WIL, LLC
808 S. SHARY RD., SUITE#5 PMB#274
MISSION, TX 78572

PURCHASE ORDER

Date	Number
10/21/2016	630511

Attention: JAIME SALAZAR

Shipping Address: 902 N. Doolittle
Edinburg, TX 78542

Shipping Method:

Comments

2012 BOND REFERENDUM PROJECT EAST DONNA DRAIN FLOOD PUMP, ORIGINAL BID NO. HCDD1-13-024-09-26A (CONTRACT TERMINATED BY SANCO) REF BOD DATED: 8/16/2016

630511

ID	Description	QTY	Unit Price	Total	Yr	Fund	Fn	Budget	GL	F1	F2
	CONSTRUCTION CONTRACT NO. HCDD1-16-040-08-16	1.00	1,000,725....	1,000,725....	16	133	433	330	47330	000	000

Purchase Order Total: \$1,000,725.79

MOR-WIL, LLC

Authorized By:

Jaime Salazar 10-21-16 630511



NOTICE TO PROCEED

PROJECT NAME: East Donna Drain
PROJECT LOCATION: 0.25mi South of Mile 7 Rd. at USIBWC Floodway Levee
CONTRACT AMOUNT: \$1,000,725.79
CONTRACT NUMBER: C-HCDD1-16-040-08-16
WAGE DECISION: TX160008 01/08/2016 TX8

This is to inform you that MOR-WIL, LLC, located at 808 S. Shary Rd.; Mission, TX 78572 may proceed with the construction of the above referenced project covered by the terms of contract C-HCDD1-16-040-08-16 effective the 28 day of November 2016. According to the terms of the above-mentioned contract, you have ten (10) days to initiate work. After the ten (10) day period, the construction period for this project will be Ninety (90) consecutive calendar days. Please review and abide by the construction plan's "General Notes" prior to commencing with work.


PE CFM 12/15/16
Raul E. Sese, P.E., CFM
General Manager

CC: Jaime Salazar, District Buyer
Lora Briones, District's Financial Officer



Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 1/23/2017

Engineer/Firm Name: Venser Contractors LLC

Project Name/Number: Kenyon Rd & Mile 17 Area DI

Invoice No.: Pay Application No. 1

Invoice Date: 1/23/2017

Due Date: 2/22/2017

Purchase Order No.: N/A

Amount: \$44,163.50

Total # of Pages Submitted: 13

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos _____ Date: _____

Esther Layton _____ Date: _____

Claudette Guerrero _____ Date: _____

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: Contract No. HCDD1-16-045-09-27

APPLICATION FOR PMT #1

To: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 JAN 23 2017 (OWNER)
From: VENSER CONTRACTORS LLC 2:22 (CONTRACTOR)
AM/PM
Contract: HCDD1-16-045-09-27
Project: KENYON RD & MILE 17 AREA DRAINAGE IMPROVEMENTS
OWNER's Contract No. HCDD1-16-045-09-27 ENGINEER's Project No. HCDD1-16-045-09-14 BY: [Signature]
For Work accomplished through the date of: 23-Jan-2017

1.	Original Contract Price:	\$	313,041.46
2.	Net change by Change Orders and Written Agreements (+ or -):	\$	-
3.	Current Contract Price (1 plus 2):	\$	313,041.46
4.	Total completed and stored to date:	\$	49,070.56
5.	Retainage (per Agreement):		
	10% of completed Work:	\$	4,907.06
	10% of stored material:	\$	-
	Total Retainage:		\$ 4,907.06
6.	% of Construction \$ Amount Completed:		
	16% of contracted \$ amount has been completed		
8.	Total completed and stored to date less retainage (4 minus 5):	\$	44,163.50
9.	Less previous Application for Payments:	\$	-
10.	Balance to Finish:	\$	263,970.90
11.	AMOUNT DUE THIS APPLICATION (8 MINUS 9):	\$	44,163.50

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated 23-Jan-17 VENSER CONTRACTORS LLC
CONTRACTOR

By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
CONTRACTOR

By: _____

Schedule of Values

Contractor Name: VENSER CONTRACTORS LLC
 Starting Date: _____
 Project Ending Date: _____
 Retainage Percent: 10%

Application: _____ PMT #1
 Application Date: 23-Jan-2017
 Period To: 23-Jan-2017
 Engineer Firm: _____

Summary										
Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-16-045-09-27	KENYON RD & MILE 17 AREA DRAINAGE IMPROVEMENTS	\$ 313,041.46	\$ 49,070.56	\$ 4,907.06	\$ 44,163.50	\$ 49,070.56	\$ 4,907.06	\$ 44,163.50	\$ -	\$ 263,970.90
TOTALS:		\$ 313,041.46	\$ 49,070.56	\$ 4,907.06	\$ 44,163.50	\$ 49,070.56	\$ 4,907.06	\$ 44,163.50	\$ -	\$ 263,970.90

Quantity Worksheet

Contractor Name: VENSER CONTRACTORS LLC
 Starting Date: 0-Jan-1900
 Project Ending Date: 0-Jan-1900
 Engineer's / County Project Desc: KENYON RD & MILE 17 AREA DRAINAGE IMPROVEMENTS

Application: PMT #1
 Application Date: 23-Jan-2017
 Period To: 23-Jan-2017
 Engineer's / County Project No.: HCDD1-16-045-09-14

No.	Item Code	Description	Unit	Original Schedule Value			Application #1			Balance To Finish		
				Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
BASE BID												
1		STORM MANHOLE	EA	\$ 4,762.78	1.00	\$ 4,762.78		-	\$ -	\$ -	1.00	\$ 4,762.78
2		STORM MANHOLE W/ GRATE TOP	EA	\$ 4,762.78	1.00	\$ 4,762.78		-	\$ -	\$ -	1.00	\$ 4,762.78
3		TYPE M MANHOLE BOX W/ GRATE TOP	EA	\$ 4,762.78	1.00	\$ 4,762.78	1.00		\$ 4,762.78	\$ 4,762.78	0.00	\$ -
4		TYPE M MANHOLE BOX W/ GRATE TOP	EA	\$ 4,762.78	1.00	\$ 4,762.78		-	\$ -	\$ -	1.00	\$ 4,762.78
5		TYPE CC INLET	EA	\$ 4,762.78	2.00	\$ 9,525.56		-	\$ -	\$ -	2.00	\$ 9,525.56
6		18" RCP RUBBER GASKET	LF	\$ 39.00	45.00	\$ 1,755.00		-	\$ -	\$ -	45.00	\$ 1,755.00
7		24" RCP RUBBER GASKET	LF	\$ 49.00	67.00	\$ 3,283.00		-	\$ -	\$ -	67.00	\$ 3,283.00
8		48" RCP RUBBER GASKET	LF	\$ 135.00	1,074.00	\$ 144,990.00	52.00	52.00	\$ 7,020.00	\$ 7,020.00	1,022.00	\$ 137,970.00
9		5'X2' CONCRETE BOX	LF	\$ 260.00	106.00	\$ 27,560.00		-	\$ -	\$ -	106.00	\$ 27,560.00
10		18" SET	EA	\$ 900.00	2.00	\$ 1,800.00		-	\$ -	\$ -	2.00	\$ 1,800.00
11		CONCRETE COLLAR FOR 60" PIPE	EA	\$ 2,800.00	2.00	\$ 5,600.00		-	\$ -	\$ -	2.00	\$ 5,600.00
12		TRENCH PROTECTION	LF	\$ 2.00	1,332.00	\$ 2,664.00	52.00	52.00	\$ 104.00	\$ 104.00	1,280.00	\$ 2,560.00
13		COMPACTED DIRT FILL - LABOR ONLY	CY	\$ 4.50	2,374.00	\$ 10,683.00		-	\$ -	\$ -	2,374.00	\$ 10,683.00
14		REGRADE ROADSIDE DITCH	LF	\$ 4.00	118.00	\$ 472.00		-	\$ -	\$ -	118.00	\$ 472.00
15		CUT & RESTORE PAVEMENT	SY	\$ 35.00	246.00	\$ 8,610.00		-	\$ -	\$ -	246.00	\$ 8,610.00
16		CEMENT STABILIZED BACKFILL	CY	\$ 50.00	13.00	\$ 650.00		-	\$ -	\$ -	13.00	\$ 650.00
17		TRAFFIC CONTROL PLAN	LS	\$ 5,500.00	1.00	\$ 5,500.00	0.75	0.75	\$ 4,125.00	\$ 4,125.00	0.25	\$ 1,375.00
18		TEMPORARY EROSION & SEDIMENT	LS	\$ 1,500.00	1.00	\$ 1,500.00		-	\$ -	\$ -	1.00	\$ 1,500.00
19		18" PVC 45 ELBOW	EA	\$ 900.00	2.00	\$ 1,800.00		-	\$ -	\$ -	2.00	\$ 1,800.00
20		18" PVC TEE	EA	\$ 900.00	1.00	\$ 900.00		-	\$ -	\$ -	1.00	\$ 900.00
21		18" PVC IRRIGATION	LF	\$ 39.00	327.00	\$ 12,753.00		-	\$ -	\$ -	327.00	\$ 12,753.00
22		RELOCATE & REUSE IRRIGATION VALVE	LS	\$ 2,000.00	1.00	\$ 2,000.00		-	\$ -	\$ -	1.00	\$ 2,000.00
23		TIE-IN IRRIGATION LINE	LS	\$ 1,200.00	1.00	\$ 1,200.00		-	\$ -	\$ -	1.00	\$ 1,200.00
24		60" RCP RUBBER GASKET	LF	\$ 240.00	40.00	\$ 9,600.00		-	\$ -	\$ -	40.00	\$ 9,600.00
25		BEDDING & BACKFILL FOR RCP	LF	\$ 5.00	1,332.00	\$ 6,660.00	52.00	52.00	\$ 260.00	\$ 260.00	1,280.00	\$ 6,400.00
26		30" PVC IRRIGATION LINE CASING	LF	\$ 85.00	40.00	\$ 3,400.00		-	\$ -	\$ -	40.00	\$ 3,400.00
Total WATERLINE BASE						281,956.68			16,271.78	\$ 16,271.78		265,684.90
0		CHANGE ORDERS	0	\$ -	0.00	\$ -		-	\$ -	\$ -	0.00	\$ -
22		TYPE M MANHOLE BOX	EA	\$ 4,762.78	1.00	\$ 4,762.78	1.00	1.00	\$ 4,762.78	\$ 4,762.78	0.00	\$ -
23		24" RCP RUBBER GASKET	LF	\$ 49.00	21.00	\$ 1,029.00		-	\$ -	\$ -	21.00	\$ 1,029.00
24		CONCRETE COLLAR FOR 60" PIPE	EA	\$ 2,800.00	1.00	\$ 2,800.00	1.00	1.00	\$ 2,800.00	\$ 2,800.00	0.00	\$ -
25		TRENCH PROTECTION	LF	\$ 2.00	109.00	\$ 218.00	88.00	88.00	\$ 176.00	\$ 176.00	21.00	\$ 42.00
26		60" RCP RUBBER GASKET	LF	\$ 240.00	88.00	\$ 21,120.00	88.00	88.00	\$ 21,120.00	\$ 21,120.00	0.00	\$ -
27		BEDDING & BACKFILL FOR RCP	LF	\$ 5.00	109.00	\$ 545.00	88.00	88.00	\$ 440.00	\$ 440.00	21.00	\$ 105.00
28		REMOVE 7'X3' CONCRETE BOX	LS	\$ 3,500.00	1.00	\$ 3,500.00	1.00	1.00	\$ 3,500.00	\$ 3,500.00	0.00	\$ -
29		FIELD DRAIN	LF	\$ 750.00	1.00	\$ 750.00		-	\$ -	\$ -	1.00	\$ 750.00
30		CREDIT 5'X2' CONCRETE BOX	LF	\$ (260.00)	14.00	\$ (3,640.00)		-	\$ -	\$ -	14.00	\$ (3,640.00)
0		Total CHANGE ORDERS				\$ 31,084.78		-	\$ 32,798.78	\$ 32,798.78	0.00	\$ (1,714.00)
TOTAL :						313,041.46			49,070.56	\$ -		263,970.90

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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



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

Rev. Dec. 2008

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Venser Contractors LLC		15935 Palm Vista Dr Num 77 Harlingen, Tx 78552		Expires: 01/31/2015	
PAYROLL NO. 1	FOR WEEK ENDING 12/17/2016	PROJECT AND LOCATION KENYON RD AND MILE 17 1/2 AREA DRAINAGE IMPROVEMENTS		PROJECT OR CONTRACT NO. HCDD1-16-045-09-27	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	M/C	OTHER	TOTAL DEDUCTIONS	
				11	12	13	14	15	16	17				HOURS WORKED EACH DAY					
Orlando Vento (6022)	1	Excavator Under 50,000 Lbs	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		16.00	/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
Osvaldo Saenz (7245)	1	Pipe Layer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		12.00	/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
William Martinez (4265)	1	Common Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		10.00	/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
			O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00				0.00									
			O										/						
			S																
			O										/						
			S																
			O										/						
			S																

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

Public Burden Statement

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

Date 1-7-2017

I, Oscar Eduardo Vento Managing Member
(Name of Signatory Party) (Title)

do hereby state:

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

Venser Contractors LLC

(Contractor or Subcontractor) on the

KENYON RD AND MILE 17 1/2 AREA DRAIN; that during the payroll period commencing on the

(Building or Work)

11 day of DECEMBER, 2016, and ending the 17 day of DECEMBER, 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

Venser Contractors LLC

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Fica/Fed WT

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK PERFORMED

NAME AND TITLE

Oscar Eduardo Vento-Managing Member

SIGNATURE



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

PAYROLL

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



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

Rev. Dec. 2008

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008 Expires: 01/31/2015	
Venser Contractors LLC		15935 Palm Vista Dr Num 77 Harlingen, Tx 78552			
PAYROLL NO. 2	FOR WEEK ENDING 12/24/2016	PROJECT AND LOCATION KENYON RD AND MILE 17 1/2 AREA DRAINAGE IMPROVEMENTS		PROJECT OR CONTRACT NO. HCDD1-16-045-09-27	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	M/C	OTHER	TOTAL DEDUCTIONS	
				18	19	20	21	22	23	24									
Orlando Vento (6022)	1	Excavator Under 50,000 Lbs	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		16.00	/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
Osvaldo Saenz (7245)	1	Pipe Layer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		12.00	/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
William Martinez (4265)	1	Common Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		10.00	/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
			O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00				0.00									
			O										/						
			S																
			O										/						
			S																
			O										/						
			S																

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

Public Burden Statement

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

Date 1-7-2017

I, Oscar Eduardo Vento Managing Member
(Name of Signatory Party) (Title)

do hereby state:

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

Venser Contractors LLC on the
(Contractor or Subcontractor)

KENYON RD AND MILE 17 1/2 AREA DRAIN; that during the payroll period commencing on the
(Building or Work)

18 day of DECEMBER, 2016, and ending the 24 day of DECEMBER, 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

Venser Contractors LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Fica/Fed WT

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:
NO WORK PERFORMED

NAME AND TITLE Oscar Eduardo Vento-Managing Member	SIGNATURE 
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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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Rev. Dec. 2008

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.:
Venser Contractors LLC	15935 Palm Vista Dr Num 77 Harlingen, Tx 78552	1235-0008
PAYROLL NO. 3		Expires: 01/31/2015
FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
12/31/2016	KENYON RD AND MILE 17 1/2 AREA DRAINAGE IMPROVEMENTS	HCDD1-16-045-09-27

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH-HOLDING TAX	M/C	OTHER	TOTAL DEDUCTIONS	
				25	26	27	28	29	30	31									
Orlando Vento (6022)	1	Excavator Under 50,000 Lbs	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		16.00	/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
Osvaldo Saenz (7245)	1	Pipe Layer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		12.00	/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
William Martinez (4265)	1	Common Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		10.00	/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
			O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			S	0.00	0.00	0.00				0.00									
			O										/						
			S																
			O										/						
			S																
			O										/						
			S																

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

Public Burden Statement

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

Date 1-7-2017

I, Oscar Eduardo Vento Managing Member
(Name of Signatory Party) (Title)

do hereby state:

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

Venser Contractors LLC

(Contractor or Subcontractor) on the

KENYON RD AND MILE 17 1/2 AREA DRAIN; that during the payroll period commencing on the

(Building or Work)

25 day of DECEMBER, 2016, and ending the 31 day of DECEMBER, 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

Venser Contractors LLC

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Fica/Fed WT

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK PERFORMED

NAME AND TITLE

Oscar Eduardo Vento-Managing Member

SIGNATURE



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

PAYROLL

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



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Rev. Dec. 2008

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Venser Contractors LLC		15935 Palm Vista Dr Num 77 Harlingen, Tx 78552		Expires: 01/31/2015	
PAYROLL NO. 4	FOR WEEK ENDING 01/07/2017	PROJECT AND LOCATION KENYON RD AND MILE 17 1/2 AREA DRAINAGE IMPROVEMENTS		PROJECT OR CONTRACT NO. HCDD1-16-045-09-27	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	M/C	OTHER	TOTAL DEDUCTIONS	
				1	2	3	4	5	6	7									
Orlando Vento (6022)	1	Excavator Under 50,000 Lbs	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$640.00						\$591.04	
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	16.00	\$0.00	\$39.68	\$0.00	\$9.28	\$0.00		\$0.00
Osvaldo Saenz (7245)	1	Pipe Layer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$480.00						\$443.28	
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	12.00	\$0.00	\$29.76	\$0.00	\$6.96	\$0.00		\$0.00
William Martinez (4265)	1	Common Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$400.00						\$369.40	
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	10.00	\$0.00	\$24.80	\$0.00	\$5.80	\$0.00		\$0.00
Rosndo Gonzalez (1975)	1	Common Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$400.00						\$369.40	
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	10.00	\$0.00	\$24.80	\$0.00	\$5.80	\$0.00		\$0.00
			O									/							
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			S																
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			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 it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 1-14-2017

I, Oscar Eduardo Vento Managing Member
(Name of Signatory Party) (Title)

do hereby state:

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

Venser Contractors LLC on the
(Contractor or Subcontractor)
KENYON RD AND MILE 17 1/2 AREA DRAIN; that during the payroll period commencing on the
(Building or Work)
1 day of JANUARY, 2017, and ending the 7 day of JANUARY, 2017,

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

Venser Contractors LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Fica/Fed WT

(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 Oscar Eduardo Vento-Managing Member	SIGNATURE 
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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.

PAYROLL

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



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

Rev. Dec. 2008

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Venser Contractors LLC		15935 Palm Vista Dr Num 77 Harlingen, Tx 78552		Expires: 01/31/2015	
PAYROLL NO. 5	FOR WEEK ENDING 01/14/2017	PROJECT AND LOCATION KENYON RD AND MILE 17 1/2 AREA DRAINAGE IMPROVEMENTS		PROJECT OR CONTRACT NO. HCDD1-16-045-09-27	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	M/C	OTHER	TOTAL DEDUCTIONS			
				8	9	10	11	12	13	14											
Orlando Vento (6022)	1	Excavator Under 50,000 Lbs	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		40.00	16.00	\$640.00	\$39.68	\$0.00	\$9.28	\$0.00	\$0.00	\$48.96	\$591.04
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	\$0.00										
Osvaldo Saenz (7245)	1	Pipe Layer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		40.00	12.00	\$480.00	\$29.76	\$0.00	\$6.96	\$0.00	\$0.00	\$36.72	\$443.28
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	\$0.00										
William Martinez (4265)	1	Common Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		40.00	10.00	\$400.00	\$24.80	\$0.00	\$5.80	\$0.00	\$0.00	\$30.60	\$369.40
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	\$0.00										
Rosendo Gonzalez (1975)	1	Common Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		40.00	10.00	\$400.00	\$24.80	\$0.00	\$5.80	\$0.00	\$0.00	\$30.60	\$369.40
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	\$0.00										
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Date 1-22-2017

I, Oscar Eduardo Vento Managing Member
(Name of Signatory Party) (Title)

do hereby state:

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

Venser Contractors LLC on the

(Contractor or Subcontractor)

KENYON RD AND MILE 17 1/2 AREA DRAIN; that during the payroll period commencing on the

(Building or Work)

8 day of JANUARY, 2017, and ending the 14 day of JANUARY, 2017,

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

Venser Contractors LLC from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Fica/Fed WT

(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 Oscar Eduardo Vento-Managing Member	SIGNATURE 
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

AI -58577

10.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Jimenez Engineering Solutions, LLC dba International Consulting Engineers for RFB No. HCDD1-17-005-02-08 "Pharr McAllen South Drain Outfall Improvements at USIBWC Main Floodway", in the total bid amount of \$1,049,931.00 as recommended by project engineer S&B Infrastructure, LTD, subject to compliance with HB1295

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District General Manager, Raul E. Sesin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

Attachments

Bid Tab and Engineer's Letter of Award Recommendation

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Moises Salazar		Started On: 02/16/2017 01:29 PM
Final Approval Date: 02/17/2017		



5408 North 10th Street
McAllen, TX 78504
Main: 956.926.5000
www.sbinfra.com

S&B INFRASTRUCTURE, LTD.
Texas Board of Professional Engineers F-1582

16 February 2017

Hidalgo County Drainage District No. 1

Attn: Raul E. Segin, PE
General Manager

902 N. Doolittle Road
Edinburg, Texas 78542

RE: Pharr McAllen South Drain Outfall Improvements at USIBWC Main Floodway
Bid No.: HCDD1-17-005-02-08 - Recommendation to Award

Dear Raul,

Bids were received / opened on the above-referenced project on Wednesday, 8 February 2017 at 9:30 a.m. A total of two (4) bids were received. The bids ranged from a low of \$1,049,931 to a high of \$1,610,404 as shown in the attached bid tabulation summary. The lowest bid is identified as:

Jimenez Engineering Solutions, LLC dba International Consulting Engineers, Total Bid Amount: \$1,049,931.00

S&B Infrastructure, Ltd. recommends to Hidalgo County Drainage District No. 1 to accept the above bid, and award the contract to Jimenez Engineering Solutions, LLC dba International Consulting Engineers.

Should you have any questions about the information contained herein, please do not hesitate to call me at 956.926.5003 (desk) or 956.279.7364 (cell).

Sincerely,



Charlotte L. Teague, PE
Senior Project Manager / Manager of Public Works Projects
S&BI - McAllen

cc: File (U0684)

Attachments:
Bid Tab Summary

BID TABULATION
PROJECT NUMBER HCDD1-17-005-02-08

PHARR MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN FLOODWAY

DATE RECIEVED: February 8, 2017
TIME: 9:30 am
LOCATION: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Item No.	Estimated Quantity	Unit	Item Description	S&B Infrastructure, Ltd		Jimenez Engineering Solutions		Mor-Wil, LLC		GO Underground, LLC		Foremost Paving Inc.	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
01 57 01	600.00	LF	TEMP SED CONTROL (SILT FENCE) (INSTALL-MAINTAIN-REMOVE)	\$ 2.58	\$ 1,548.00	\$ 5.00	\$ 3,000.00	\$ 2.60	\$ 1,560.00	\$ 9.00	\$ 5,400.00	\$ 6.00	\$ 3,600.00
01 57 02	78.00	SY	TEMP SED CONTROL (CONSTRUCTION EXIT TY 1) (INSTALL)	\$ 13.25	\$ 1,033.50	\$ 45.00	\$ 3,510.00	\$ 20.00	\$ 1,560.00	\$ 35.66	\$ 2,781.48	\$ 12.00	\$ 936.00
01 57 02	78.00	SY	TEMP SED CONTROL (CONSTRUCTION EXIT TY 1) (REMOVE)	\$ 1.68	\$ 131.04	\$ 10.00	\$ 780.00	\$ 14.00	\$ 1,092.00	\$ 12.00	\$ 936.00	\$ 5.00	\$ 390.00
01 90 00	155.00	LF	TRENCH PROTECTION SYSTEM	\$ 28.60	\$ 4,433.00	\$ 30.00	\$ 4,650.00	\$ 10.00	\$ 1,550.00	\$ 55.00	\$ 8,525.00	\$ 1.00	\$ 155.00
03 11 00	2.00	CY	PIPE SUPPORT W/ACCESSORIES	\$ 795.97	\$ 1,591.94	\$ 4,500.00	\$ 9,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,050.00	\$ 6,100.00	\$ 1,200.00	\$ 2,400.00
03 11 00	56.00	CY	RIP RAP (CONCRETE) (4 INCH)	\$ 262.22	\$ 14,684.32	\$ 280.00	\$ 15,680.00	\$ 375.00	\$ 21,000.00	\$ 400.00	\$ 22,400.00	\$ 600.00	\$ 33,600.00
03 11 00	18.00	CY	CONCRETE PAD	\$ 232.64	\$ 4,187.52	\$ 280.00	\$ 5,040.00	\$ 350.00	\$ 6,300.00	\$ 420.00	\$ 7,560.00	\$ 700.00	\$ 12,600.00
05 80 00	2.00	EA	BOLLARD (CONC. FILLED) (4 INCH X 5 FT)	\$ 501.44	\$ 1,002.88	\$ 700.00	\$ 1,400.00	\$ 250.00	\$ 500.00	\$ 1,250.00	\$ 2,500.00	\$ 400.00	\$ 800.00
22 06 29	8.00	EA	THRUST BLOCK	\$ 354.84	\$ 2,838.72	\$ 250.00	\$ 2,000.00	\$ 250.00	\$ 2,000.00	\$ 2,035.00	\$ 16,280.00	\$ 1,500.00	\$ 12,000.00
31 92 00	1,258.00	SY	VEGETATION FOR EROSION CONTROL (HYDRA MULCH SEEDING)	\$ 0.55	\$ 691.90	\$ 2.00	\$ 2,516.00	\$ 2.00	\$ 2,516.00	\$ 5.00	\$ 6,290.00	\$ 1.00	\$ 1,258.00
31 11 00	1.00	AC	PREP ROW	\$ 1,302.57	\$ 1,302.57	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 1,000.00	\$ 1,000.00
31 68 00	13.00	MG	VEGETATIVE WATERING	\$ 12.86	\$ 167.18	\$ 450.00	\$ 5,850.00	\$ 500.00	\$ 6,500.00	\$ 200.00	\$ 2,600.00	\$ 100.00	\$ 1,300.00
35 23 19	10.00	DAYS	DEWATERING	\$ 1,193.95	\$ 11,939.50	\$ 500.00	\$ 5,000.00	\$ 2,500.00	\$ 25,000.00	\$ 4,500.00	\$ 45,000.00	\$ 500.00	\$ 5,000.00
35 32 01	255.00	CY	RIP RAP (CONCRETE) (5 INCH)	\$ 232.64	\$ 59,323.20	\$ 280.00	\$ 71,400.00	\$ 375.00	\$ 95,625.00	\$ 430.00	\$ 109,650.00	\$ 800.00	\$ 204,000.00
35 41 00	6,790.00	CY	LEVEE RECONSTRUCTION	\$ 28.87	\$ 196,027.30	\$ 20.00	\$ 135,800.00	\$ 15.00	\$ 101,850.00	\$ 12.00	\$ 81,480.00	\$ 20.00	\$ 135,800.00
35 41 00	211.00	CY	TOP SOIL	\$ 69.96	\$ 14,761.56	\$ 40.00	\$ 8,440.00	\$ 12.25	\$ 2,584.75	\$ 67.00	\$ 14,137.00	\$ 25.00	\$ 5,275.00
40 00 64	213.00	LF	18" DUCTILE IRON PIPE (FLANGE)	\$ 157.01	\$ 33,443.13	\$ 170.00	\$ 36,210.00	\$ 150.00	\$ 31,950.00	\$ 183.00	\$ 38,979.00	\$ 300.00	\$ 63,900.00
40 00 64	2.00	EA	18" DUCTILE IRON 22.5 DEG. (FLANGE)	\$ 1,997.47	\$ 3,994.94	\$ 1,550.00	\$ 3,100.00	\$ 1,500.00	\$ 3,000.00	\$ 1,730.00	\$ 3,460.00	\$ 1,800.00	\$ 3,600.00
40 00 64	4.00	EA	18" DUCTILE IRON 45 DEG. (FLANGE)	\$ 1,997.47	\$ 7,989.88	\$ 1,550.00	\$ 6,200.00	\$ 1,500.00	\$ 6,000.00	\$ 1,700.00	\$ 6,800.00	\$ 1,800.00	\$ 7,200.00
40 00 64	2.00	EA	18" DUCTILE IRON TEE (FLANGE)	\$ 4,250.66	\$ 8,501.32	\$ 1,850.00	\$ 3,700.00	\$ 1,000.00	\$ 2,000.00	\$ 2,320.00	\$ 4,640.00	\$ 2,200.00	\$ 4,400.00
40 00 64	4.00	EA	18" DUCTILE IRON 90 DEG. (FLANGE)	\$ 2,655.51	\$ 10,622.04	\$ 1,650.00	\$ 6,600.00	\$ 2,500.00	\$ 10,000.00	\$ 1,870.00	\$ 7,480.00	\$ 2,000.00	\$ 8,000.00
40 00 64	4.00	EA	18" X 12" DUCTILE IRON CONCENTRIC REDUCER (FLANGE)	\$ 1,856.33	\$ 7,425.32	\$ 1,450.00	\$ 5,800.00	\$ 1,250.00	\$ 5,000.00	\$ 1,485.00	\$ 5,940.00	\$ 1,200.00	\$ 4,800.00
40 00 64	1.00	EA	18" DUCTILE IRON CHECK VALVE (FLANGE)	\$ 12,209.40	\$ 12,209.40	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 9,150.00	\$ 9,150.00	\$ 12,000.00	\$ 12,000.00
40 00 64	4.00	EA	12" DUCTILE IRON 90 DEG. (FLANGE)	\$ 1,081.88	\$ 4,327.52	\$ 1,375.00	\$ 5,500.00	\$ 1,000.00	\$ 4,000.00	\$ 1,300.00	\$ 5,200.00	\$ 1,000.00	\$ 4,000.00
40 00 64	4.00	EA	12" DUCTILE IRON CAP (FLANGE)	\$ 451.61	\$ 1,806.44	\$ 850.00	\$ 3,400.00	\$ 500.00	\$ 2,000.00	\$ 700.00	\$ 2,800.00	\$ 500.00	\$ 2,000.00
50 20 00	104.00	CY	ROADWAY (FLEXBASE)	\$ 18.57	\$ 1,931.28	\$ 30.00	\$ 3,120.00	\$ 50.00	\$ 5,200.00	\$ 40.00	\$ 4,160.00	\$ 100.00	\$ 10,400.00
60 10 00	8,768.00	CY	STRUCTURE (EXCAVATION)	\$ 11.50	\$ 100,832.00	\$ 5.00	\$ 43,840.00	\$ 10.00	\$ 87,680.00	\$ 16.80	\$ 147,302.40	\$ 10.00	\$ 87,680.00
60 10 00	219.00	CY	STRUCTURE (BACKFILL) (CEMENT STAB.)	\$ 114.24	\$ 25,018.56	\$ 95.00	\$ 20,805.00	\$ 100.00	\$ 21,900.00	\$ 81.00	\$ 17,739.00	\$ 120.00	\$ 26,280.00
60 10 00	59.00	CY	FLOWABLE FILL	\$ 117.04	\$ 6,905.36	\$ 120.00	\$ 7,080.00	\$ 150.00	\$ 8,850.00	\$ 185.00	\$ 10,915.00	\$ 110.00	\$ 6,490.00
60 10 00	2.00	CY	STRUCTURE (CATCH BASIN BOX)(BACKFILL)(2-3 IN. DIA. GRAVEL)	\$ 39.09	\$ 78.18	\$ 3,500.00	\$ 7,000.00	\$ 500.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00	\$ 50.00	\$ 100.00
60 20 00	79.00	CY	CONCRETE STRUCTURE (GATEWELL)	\$ 2,049.27	\$ 161,892.33	\$ 790.00	\$ 62,410.00	\$ 810.00	\$ 63,990.00	\$ 1,150.00	\$ 90,850.00	\$ 2,000.00	\$ 158,000.00
60 20 00	220.00	LF	CONCRETE STRUCTURE (BOX CULVERT) (10-FT X 6-FT)	\$ 557.46	\$ 122,641.20	\$ 750.00	\$ 165,000.00	\$ 900.00	\$ 198,000.00	\$ 940.00	\$ 206,800.00	\$ 1,600.00	\$ 352,000.00
60 20 00	1.00	EA	CONCRETE COLLAR	\$ 6,794.28	\$ 6,794.28	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
60 24 00	1.00	EA	PRECAST 6' X 6' X 5' CATCH BASIN REINFORCED CONCRETE BOX W/ ACCESSORIES	\$ 20,000.00	\$ 20,000.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,100.00	\$ 6,100.00	\$ 12,000.00	\$ 12,000.00
60 66 00	1.00	EA	CONCRETE HEADWALL (SW-0) (HW=8 FT)	\$ 14,625.00	\$ 14,625.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 57,500.00	\$ 57,500.00	\$ 35,000.00	\$ 35,000.00
60 66 00	1.00	EA	CONCRETE HEADWALL (PW-15)(HW=12 FT)	\$ 42,250.00	\$ 42,250.00	\$ 8,500.00	\$ 8,500.00	\$ 22,000.00	\$ 22,000.00	\$ 33,500.00	\$ 33,500.00	\$ 95,000.00	\$ 95,000.00
60 68 00	2.00	EA	SLUICE GATE (10-FT X 6-FT)	\$ 132,865.20	\$ 265,730.40	\$ 168,000.00	\$ 336,000.00	\$ 162,104.90	\$ 324,209.80	\$ 129,000.00	\$ 258,000.00	\$ 133,000.00	\$ 266,000.00
60 71 00	2.00	EA	GRATES AND FRAMES (5.5-FT X 11-FT)	\$ 3,010.34	\$ 6,020.68	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,500.00	\$ 21,000.00	\$ 10,000.00	\$ 20,000.00
60 71 00	18.00	VLF	LADDER	\$ 72.74	\$ 1,309.32	\$ 450.00	\$ 8,100.00	\$ 85.00	\$ 1,530.00	\$ 300.00	\$ 5,400.00	\$ 80.00	\$ 1,440.00
			CONTINGENCY (10%)		\$118,201.27								
			TOTAL BID AMOUNT:		1,300,213.98		1,049,931.00		1,114,447.55		1,295,754.88		1,610,404.00

AI -58596

11.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Work Authorization No. 2 to Agreement for Professional Engineering Services with Halff Associates, Inc. as it relates to Engineering Services for New Administration Facility & Site Improvements Project for a total amount of \$11,367.50. (subject to compliance with HB 1295)

BACKGROUND

Fiscal Impact

Attachments

WA

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Moises Salazar		Started On: 02/16/2017 04:11 PM
Final Approval Date: 02/17/2017		

EXHIBIT E -Work Authorization

Hidalgo County Drainage District No. 1

Professional Engineering Services Contract # C-HCDD1-17-002-01-10
WORK AUTHORIZATION NO. 02

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **Hidalgo County Drainage District No. 1**, herein after called owner the “Owner”, and , Halff Associates, Inc., professional engineers of McAllen, Texas, hereinafter called “Engineer”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Professional Engineering Services for the preparation of Construction Documents for New Administration Facility and Site Improvements Project.

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

The scope of services to be provided by the 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 for \$11,367.50. 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 6 of the Agreement.

PART 4. FUNDING

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

_____ Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Drainage District #1, as to content and detail of this Work Authorization No. 02.

HIDALGO COUNTY Drainage District No. 1

BY: Raul Sesin, P.E., CFM

PART 8. ACCEPTANCE AND APPROVAL This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No. 1 on 16 as indicated below and effective as of 16 day of February, 2017.

THE ENGINEER:

THE OWNER:

HALFF ASSOCIATES, INC

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: Robert L/ Saenz, P.E., CFM, PMP
Vice President

By: Ramon Garcia, Chairman of the Board

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP:

By: _____

LIST OF ATTACHMENTS

ATTACHMENT "A" -Service to be Provided by the Owner
ATTACHMENT "B" -Services to be Provided by the Engineer
ATTACHMENT "C" -Work Schedule
ATTACHMENT "D" -Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of 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 "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting.
 - (b) Approve date and location of the meeting.
 - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.
 - (9) Assist the **ENGINEER** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
 - (10) Review and approve the Project design criteria.
 - (11) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Through project award via Work Authorization, Engineer shall provide Professional Services required to design and specify Building Repair and Renovation Projects. Type of services that may be included as dictated by the individual project requirements consist of: 1) Surveying, 2) Civil Engineering, 3) Mechanical/ Plumbing Engineering, 4) Electrical Engineering, 5) Structural Engineering. Upon Identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

Halff Associates, Inc. is please to submit this Work Authorization #02 proposal under our existing Professional Service Agreement (C-HCDD1-17-002-01-10) with Hidalgo County Drainage District No. 1 to provide:

Design Phase

Phase 1A -Correct immediate problem with tripping breakers

- Prepare immediate solution to RO and Ice machine equipment problems
- Establish load requirements for each device in RO and Ice Machine
- Define new circuits and outlets required for loads
- Prepare backgrounds of showing existing equipment
- Specify circuit breakers for existing Shop panel
- Obtain pricing for new circuits and outlets.
- Review pricing and make recommendations

Phase 1B Provide plans for renovated panels and distribution

- Meet with staff to determine future loads
- Review future planned equipment including Overhead doors HVAC etc.
- Prepare lighting plans and schedules
- Prepare existing and new one line diagram with generator and ATS
- Establish capacity of existing equipment including peak demand from utility
- Determine extent of renovations to existing equipment is required
- Prepare options to replace components or provide completely new system
- Establish estimate of downtime for electrical system.
- Provide estimate of probable costs
- Review cost estimates and schedules

Phase 2

Cost Procurement Services

- Obtain Pricing and Review
- Purchase order coordination with staff
- Attendance at Commissioners Court Meeting (1)

Phase 3

Construction Phase Services

- Construction Meetings (1)
- Review Submittals
- Review Payment Applications
- CA Phase Administrative Support
- Field Observations (2 Field Meetings)
- Punch List and Final Observation

EXHIBIT C

-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in **Article 7** of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

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 work schedule.

NTP:	02/17/2017
Design	02/17/2017 – 02/24/2017
Change Order: Procure\Negotiate\ Price	01/30/2017 – 02/15/2017
Commissioner's Approval	TBD
Construction	TBD (To be determined)

EXHIBIT D

Cost Proposal

Provide Electrical Engineering and facility modification for relocation of electrical equipment located in basement flood areas. Electrical design of optional New Generator Emergency System.

Work Authorization No. #2

Phase 1 A	
• -Correct immediate problem with tripping breakers	1,997.50
Phase 1 B	
• Provide plans for renovated panels and distribution	3,660.00
Phase 2	
• Cost Procurement Services	1,480.00
Phase 3	
• Construction Phase Services	<u>4,230.00</u>
	<u>\$11,367.50</u>
Total:	<u>\$11,367.50</u>

Halff Associates, Inc.
 Fee Schedule-Hidalgo County Drainage District No. 1 \ WA02 Maintenance Shop (Doolittle Rd.) Modifications
 C-HCDD1-17-002-01-10

	Project Manager	PE	EIT	Designer	Contract Admin	CAD Tech	Clerical	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL (\$)
Contracted Rate:	\$215	\$170	\$130	\$85	\$95	\$65	\$60	\$155			
Design Phase											
Phase 1A Correct immediate problem with tripping breakers											
Prepare Immediate solution to RO and Ice machine equipment problems	1			2	2		1			6	\$635.00
Establish load requirements for each device in RO and Ice Machine	1			2						3	\$385.00
Define new circuits and outlets required for loads		1		1						2	\$255.00
Prepare backgrounds of showing existing equipment				2						2	\$170.00
Specify circuit breakers for existing Shop panel		1		0.5						1.5	\$212.50
Obtain pricing for new circuits and outlets.		1								1	\$170.00
Review pricing and make recommendations		1								1	\$170.00
Phase 1A subtotal										16.5	\$1,997.50
Phase 1B Provide plans for renovated panels and distribution											
Meet with staff to determine future loads		1		4						5	\$510.00
Review future planned equipment including Overhead doors HVAC etc.				1						1	\$85.00
Prepare lighting plans and schedules		1		2						3	\$340.00
Prepare existing and new one line diagram with generator and ATS		1		4						5	\$510.00
Establish capacity of existing equipment including peak demand from utility		1		1						2	\$255.00
Determine extent of renovations to existing equipment is required		1		1						2	\$255.00
Prepare options to replace components or provide completely new system	1	2		1						4	\$640.00
Establish estimate of downtime for electrical system.	1	1		0.5						2.5	\$427.50
Provide estimate of probable costs		1		2						3	\$340.00
Review cost estimates and schedules		1		1.5						2.5	\$297.50
Phase 1B subtotal										30	\$3,660.00
Phase 1B Design Sub-Total (Hours)	4	14	0	25.5	2	0	1	0		46.5	
Phase 1 Design Sub-Total (\$)	\$860	\$2,380	\$0	\$2,168	\$190	\$0	\$60	\$0	\$0		\$5,657.50
Phase 2											
Cost Procurement Services											
Obtain Pricing and Review	2				2					4	\$620.00
Purchase order coordination with staff	2									2	\$430.00
Attendance at Commissioners Court Meeting (1)	2									2	\$430.00
Phase 2 Bid Sub-Total (Hours)	6	0	0	0	2	0	0	0		8	
Phase 2 Bid Sub-Total (\$)	\$1,290	\$0	\$0	\$0	\$190	\$0	\$0	\$0	\$0		\$1,480.00
Phase 3											
Construction Phase Services											
Construction Meetings (1)	2									2	\$430.00
Review Submittals	1	2		2			2			7	\$845.00
Review Payment Applications	2	2								4	\$770.00
CA Phase Administrative Support					2		4			6	\$430.00
Field Observations(2 Field Meetings)	2			4	1					7	\$865.00
Punch List and Final Observation	2			4			2			8	\$890.00
Phase 3 Construction Admin Sub-Total (Hours)	9	4	0	10	3	0	8	0		34	
Phase 3 Construction Admin Sub-Total (\$)	\$1,935	\$680	\$0	\$850	\$285	\$0	\$480	\$0	\$0		\$4,230.00
TOTAL HOURS (PRIME CONSULTANT)	19	18	0	35.5	7	0	9	0	0	88.5	
TOTAL EXPENSES											
											\$11,367.50

AI -58605

12.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of Right of Entry with STT Land Co. LTD, for the purpose of conducting geo-technical soil testing as it relates to Military Rd. Outfall Project.

B.) Requesting approval of Donation Deed from STT Land Co, LTD, 15.0' Drainage easement as it relates to Military Rd. Outfall Project.

BACKGROUND

Fiscal Impact

Attachments

STT ROE

STT DONATION DEED

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Jaime Salazar		Started On: 02/16/2017 05:18 PM
Final Approval Date: 02/17/2017		

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

RIGHT OF ENTRY

WHEREAS, STT LAND CO, LTD of Hidalgo County, Texas, are the owners, hereinafter referred to as "Grantors", whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcels, which are more particularly described in Exhibit A, Exhibit B and Exhibit C, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Hidalgo County Drainage District No. 1 hereinafter referred to as the "District", will acquire fee simple title in the Parcel, save and except all the oil, gas and sulfur which can be removed from beneath the Parcel without any right whatsoever remaining to Parcel for the purposes of exploring, developing, drilling or mining of the same, for the purpose required by the District; and

WHEREAS, the District must have right of entry to said Parcel for the purpose of conducting geo-technical soil testing to include core drilling, right of way and topographic surveys and ground control surveys for aerial mapping, independent fee appraisals, archeological and mechanical investigation to include shovel testing and mechanical trenching, excavation of a drainage system along with the installation of storm sewer lines to be located over, upon and across the Parcel;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollar (\$10.00) and other good and valuable consideration to them in hand paid by the District, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the Hidalgo County Drainage District No. 1 the right of entry upon, the Parcel together with the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcels described in said Exhibit A, Exhibit B and Exhibit C for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage ditch, storm sewer lines, spoil bank, levees, roadways and other storm drain structure(s) for the disposal of accumulated and excessive rainfall and/or floodwater, (the "Facilities") together with free ingress and egress at all reasonable times to and from the Parcel for the purpose of doing and performing or having performed, any and all acts and functions for the orderly constructing, reconstructing, excavating, digging, maintaining, and operating the Facilities together with any and all other functions and acts incident to the constructing, reconstructing, excavating, digging, maintaining, and operating the Facilities, upon, over, under across, and along the Parcel and the appurtenances thereto. The grant of right of entry is conditioned strictly upon the following:

1. Grantors and the District agree to and hereby designate the date of entry to be the date of actual entry of the Parcels by the District and/or its agents or contractors acting on behalf of the District or any utility company designated by the District.

2. Grantors agree the Parcels are to be conveyed to District as a donation to the District by Grantors and Grantors intend to receive and not seek monetary or other compensation for the conveyance of the Parcel to the District.

3. The "District" and/or its employees, agents and contractors shall have the right to enter upon the Parcel for the above stated purpose.

4. Grantors herein warrant that no person or other entity owns an interest in the fee title of the Parcel, other than Grantors herein.

5. Grantors agree that Grantors shall proceed with speed and diligence to provide all documents, including but not limited to a donation deed, dedication of easement and appraisal of the Parcel to the District.

TO HAVE AND TO HOLD this Right of Entry to the Parcels described in the said Exhibit A, Exhibit B and Exhibit C to the Hidalgo County Drainage District No. 1 for the purposes and subject to the limitations hereinabove set forth.

Executed this ____ day of _____, 2017.

Grantors:

STT LAND CO, LTD
General Partner South Texas Turf Management Trust

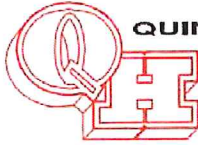
By: _____
HECTOR GUERRA, JR., Trustee

ACCEPTED AND AGREED TO by the _____ on behalf of
Hidalgo County Drainage District No. 1 this ____ day of _____, 2017.

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chair, Board of
Directors

EXHIBIT "B"



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Allonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

METES AND BOUNDS
TRACT No. 1

15.00 FOOT DRAINAGE EASEMENT TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1

A 0.33 OF AN ACRE TRACT OF LAND OUT OF LLANO GRANDE GRANT AND BEING PART OF A CERTAIN TRACT OF LAND KNOWN AS THE S.W. FORDYCE TRACT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2741226, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF MILITARY ROAD FOR THE SOUTHEAST CORNER OF RANCHITOS COMMERCIAL SUBDIVISION (RECORDED IN INSTRUMENT NUMBER 2093774, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°01'E, ALONG THE EAST LINE OF RANCHITOS COMMERCIAL SUBDIVISION, A DISTANCE OF 970.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°59' E, A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°01' W, A DISTANCE OF 966.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF MILITARY ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 77°36'29" W, ALONG THE NORTH RIGHT OF WAY LINE OF MILITARY ROAD, A DISTANCE OF 15.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.33 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LLANO GRANDE SUBDIVISION, RECORDED IN VOLUME 3, PAGE 27, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

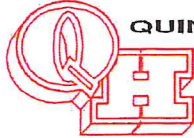
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: JANUARY 25, 2017

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



EXHIBIT "C"



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

METES AND BOUNDS
TRACT No. 2

75.00 FOOT DRAIN DITCH RIGHT OF WAY DEDICATION TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1

A 0.93 OF AN ACRE TRACT OF LAND OUT OF LLANO GRANDE GRANT AND BEING PART OF A CERTAIN TRACT OF LAND KNOWN AS THE S.W. FORDYCE TRACT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2741226, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF RANCHITOS COMMERCIAL SUBDIVISION (RECORDED IN INSTRUMENT NUMBER 2093774, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 00°01' E, 970.00 FEET FROM THE SOUTHEAST CORNER OF RANCHITOS COMMERCIAL SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF MILITARY ROAD.

THENCE; N 00°01' E, ALONG THE EAST LINE OF RANCHITOS COMMERCIAL SUBDIVISION AND THE EAST LINE OF RANCHITOS DE PROGRESSO PHASE I SUBDIVISION (RECORDED IN VOLUME 46, PAGE 159, MAP RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 540.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°59' E, A DISTANCE OF 75.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°01' W, A DISTANCE OF 540.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.


THENCE; N 89°59' W, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.93 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LLANO GRANDE SUBDIVISION, RECORDED IN VOLUME 3, PAGE 27, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: JANUARY 25, 2017


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

DONATION DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, I, STT LAND CO, LTD, Hector Guerra Jr., Trustee, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration to Grantors in hand paid by the Hidalgo County Drainage District No. One, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give, Sale and Convey unto the Hidalgo County Drainage District No. One, all that certain tracts or parcels of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A", Exhibit "B" and Exhibit "C" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2017.

[SIGNATURE PAGE FOLLOWS]

STT LAND CO, LTD
General Partner South Texas Turf
Management Trust
Hector Guerra Jr.

ACKNOWLEDGMENT

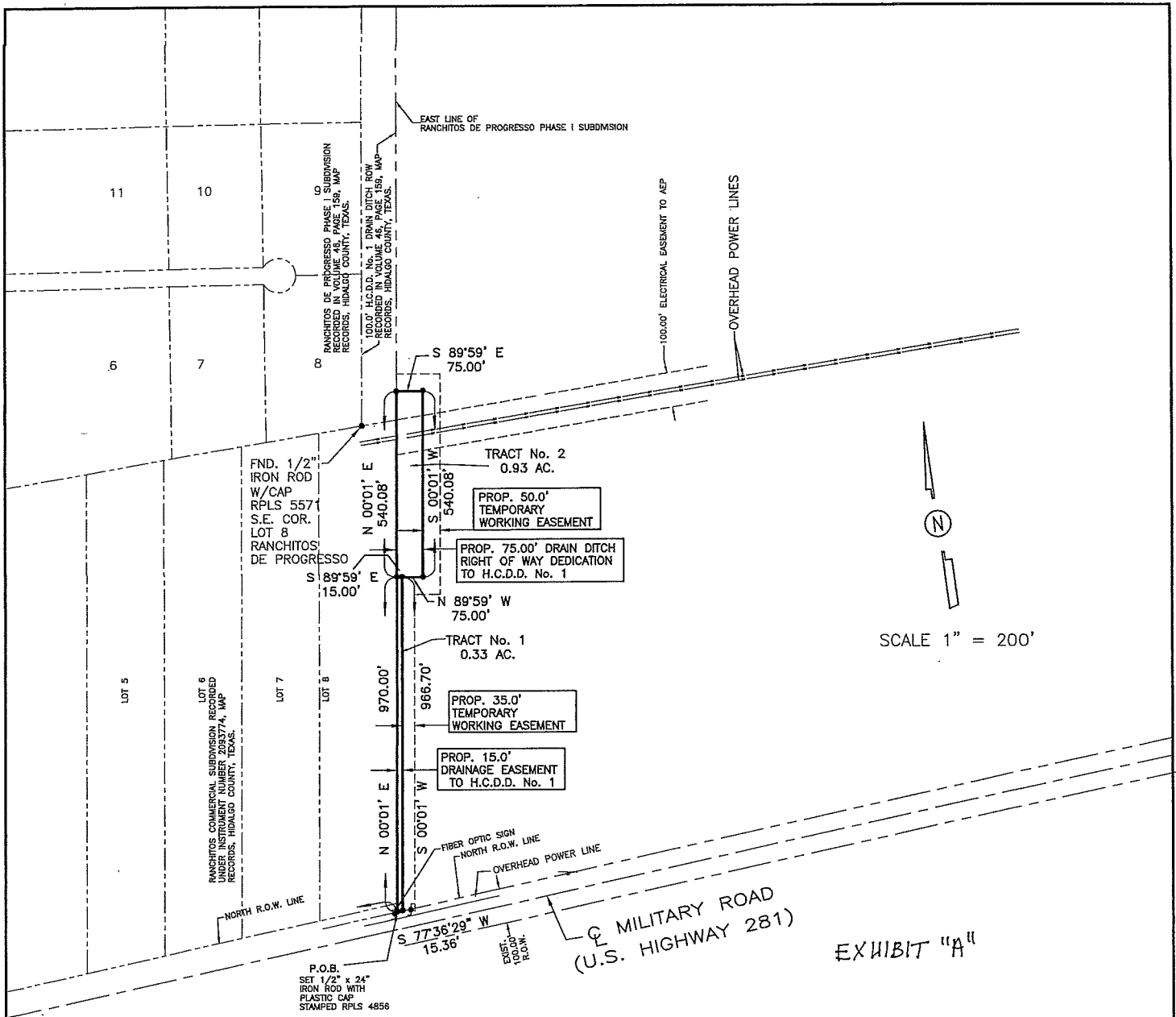
THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2017.

Notary Public, State of Texas



SCALE 1" = 200'

EXHIBIT "A"

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

PLAT SHOWING TRACT No. 1
 15.0' DRAINAGE EASEMENT TO H.C.D.D. No. 1
 A 0.33 OF AN ACRE TRACT OF LAND OUT OF LLANO GRANDE GRANT AND BEING PART OF A CERTAIN TRACT OF LAND KNOWN AS THE S.W. FORDYCE TRACT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2741226, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PLAT SHOWING TRACT No. 2
 75.00' DRAIN DITCH RIGHT OF WAY DEDICATION TO H.C.D.D. No. 1
 A 0.93 OF AN ACRE TRACT OF LAND OUT OF LLANO GRANDE GRANT AND BEING PART OF A CERTAIN TRACT OF LAND KNOWN AS THE S.W. FORDYCE TRACT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2741226, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:
 • = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY-PANEL NUMBER 480334 0525 B
 MAP REVISED: JANUARY 2, 1981

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH LLANO GRANDE SUBDIVISION RECORDED IN VOLUME 3, PAGE 27, MAP RECORDS, HIDALGO COUNTY, TEXAS.

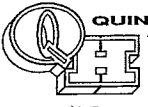
THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



Alfonso Quintanilla
 ALFONSO QUINTANILLA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 4856

VOL. _____ PAGE _____
 SURVEYED JANUARY 25, 2017
 ADDRESS _____
 OWNER _____
 JOB No. _____
 BOOK No. _____ PAGE _____
 F:\DATA\SUBD\PROGRESO\RANCHITOS GRAND ESPERANZA\PLAT



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS • LAND SURVEYORS
 124 E. STUBBS ST. PHONE 956-381-6480
 EDINBURG, TEXAS 78539 FAX 956-381-0527
 ENGINEERING REGISTRATION NUMBER F-1513 OFFICE@QHAENGINEERING.COM
 SURVEYING REGISTRATION NUMBER 100411-00

EXHIBIT "B"



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

METES AND BOUNDS
TRACT No. 1

15.00 FOOT DRAINAGE EASEMENT TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1

A 0.33 OF AN ACRE TRACT OF LAND OUT OF LLANO GRANDE GRANT AND BEING PART OF A CERTAIN TRACT OF LAND KNOWN AS THE S.W. FORDYCE TRACT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2741226, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF MILITARY ROAD FOR THE SOUTHEAST CORNER OF RANCHITOS COMMERCIAL SUBDIVISION (RECORDED IN INSTRUMENT NUMBER 2093774, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°01'E, ALONG THE EAST LINE OF RANCHITOS COMMERCIAL SUBDIVISION, A DISTANCE OF 970.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°59' E, A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°01' W, A DISTANCE OF 966.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF MILITARY ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 77°36'29" W, ALONG THE NORTH RIGHT OF WAY LINE OF MILITARY ROAD, A DISTANCE OF 15.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.33 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LLANO GRANDE SUBDIVISION, RECORDED IN VOLUME 3, PAGE 27, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: JANUARY 25, 2017


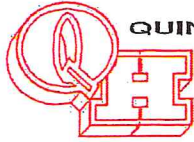

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



EXHIBIT "C"



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eufalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

METES AND BOUNDS
TRACT No. 2

75.00 FOOT DRAIN DITCH RIGHT OF WAY DEDICATION TO HIDALGO COUNTY DRAINAGE DISTRICT No.1

A 0.93 OF AN ACRE TRACT OF LAND OUT OF LLANO GRANDE GRANT AND BEING PART OF A CERTAIN TRACT OF LAND KNOWN AS THE S.W. FORDYCE TRACT, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2741226, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF RANCHITOS COMMERCIAL SUBDIVISION (RECORDED IN INSTRUMENT NUMBER 2093774, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 00°01' E, 970.00 FEET FROM THE SOUTHEAST CORNER OF RANCHITOS COMMERCIAL SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF MILITARY ROAD.

THENCE; N 00°01'E, ALONG THE EAST LINE OF RANCHITOS COMMERCIAL SUBDIVISION AND THE EAST LINE OF RANCHITOS DE PROGRESSO PHASE I SUBDIVISION (RECORDED IN VOLUME 46, PAGE 159, MAP RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 540.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°59' E, A DISTANCE OF 75.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°01' W, A DISTANCE OF 540.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 89°59' W, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.93 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LLANO GRANDE SUBDIVISION, RECORDED IN VOLUME 3, PAGE 27, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: JANUARY 25, 2017

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



AI -58606

13.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Request exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid (for the purposes of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Professional Engineering Services" for Delta Region Water Management Project.

FIRM NAME:	SCORE:	RANK:
L & G Engineering Transportation Consultants	98	
Terracon Consultants, Inc.	95	
LNV, Inc.	92	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provisions of Professional Engineering Services for Delta Region Water Management Project.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

02/17/2017 04:39 PM

Form Started By: Jaime Salazar
Final Approval Date: 02/17/2017

Started On: 02/16/2017 05:45 PM

AI -58607

14.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Non Objection Letter from Electric Transmission Texas, LLC as it relates to J-09 project and authority for Drainage District General Manager to execute. Pending legal final review.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Jaime Salazar		Started On: 02/16/2017 06:02 PM
Final Approval Date: 02/17/2017		

AI -58564

15.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to exercise District's option to terminate agreement under Article 3.4(2) as stated in the current Agreement for Professional Engineering Services with DOS Logistics, Inc. for "Pct.4 Rural Drainage Development Projects -Hoehn Road/Bandera Area Drainage Improvements", to include related Work Authorizations and Supplemental Agreements, with authorization to issue written notice of termination to DOS Logistics, Inc., and for HCDD1 Engineer, Noe Saldivar, P.E., to assume the role as Project Manager for project closing procedures.

BACKGROUND

Fiscal Impact

Attachments

DOS Logistics Agreement -Pct4 Hoehn

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Moises Salazar		Started On: 02/16/2017 09:37 AM
Final Approval Date: 02/17/2017		

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 DOS LOGISTICS, INC. , hereinafter called the "Engineer".

WITNESSETH:

WHEREAS, the Owner desires to contract with the Engineer to provide management and professional Engineering services for the "Precinct 4 Rural Development Projects- Hoehn Road/Bandera Area Drainage Improvements" hereinafter referred to as the "Project".

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

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

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

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

I. General Contract Management (hereinafter referred to as “GCM”). For GCM, the primary role of the **Engineer** will be to perform professional management services. The **Engineer** as GCM manager, shall direct all tasks required by the project team (hereinafter referred to as “**Project Team**” and identified in the organizational chart shown in **EXHIBIT “B2”-Project Team**, attached hereto), consisting of various subconsultants, in the development of the project. As GCM manager, the **Engineer** shall organize and manage the project team, including: assigning the various **Engineering work tasks**; directing and controlling the work; planning, conducting, and documenting internal and external meetings; stabilizing policy, procedures, and quality assurance; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary **Engineering**, final design, and construction of the project.

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

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

(A) **Preliminary Engineering.** As identified in **EXHIBIT "A"**, attached hereto, the **Owner** shall provide to the **Engineer** any available relevant data the **Owner** may have on file concerning the project for the **Engineer** to review. The **Engineer** will indicate of any errors and omissions and corrections needed as a basis for the final design of the project. The **Engineer** will prepare a report, hereinafter referred to as the "**Preliminary Engineering Report**". The "**Preliminary Engineering Report**" will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost engineer's estimates of probable construction 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 services outlined for the scope of work above, and more particularly identified in EXHIBIT "B", attached hereto, may be performed concurrently by the **Engineer**, if approved by the **Owner**.

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 **January 21, 2017**(hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

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

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

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

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

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to

secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 Basic Services. For and in consideration of the Basic Services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the Owner to the Engineer for Basic Services, subject to adjustment in accordance with Article 6.1 herein, is equal to seven and a half percent (7.5%) of the construction cost of the Project, as mutually-agreed between the Owner and the Engineer and more particularly defined in Article 6.1 herein, (hereinafter referred to as the "Basic Services Fee"), plus up to an additional one-half percent (0.5%) if the Engineer furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in EXHIBIT "D2".

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

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of **Project site Engineer**, resident **Engineer** and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

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

ARTICLE 6. Method of Payment.

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

such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

(1)Construction Cost-An estimated construction cost will be developed for each phase of the project, and be updated throughout engineering (advance planning, final design and plans and specifications) development. A construction cost will be mutually agreed between the Owner and the Engineer in writing at the time of submittal of the final plans and specifications to the Owner (the "Final Estimated Construction Cost"). A fee will be calculated as seven and a half percent (7.5%) of the Final Estimated Construction Cost ("Preliminary Basic Services Fee"). After the project is constructed, and the final construction cost of the project is determined, the Preliminary Basic Services Fee will be adjusted no more than plus or minus then percent (+/- 10%) as follows:

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

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

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

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

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

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

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer’s** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer’s** services which were performed in accordance with this Agreement.

- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer**

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

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

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

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

will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

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

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

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the

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

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

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

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

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the

Engineer regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

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

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

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service

uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

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

restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

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

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

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

17.1 Engineer's Seal. The **Engineer** shall assign a responsible **Engineer** or **Engineers** licensed to practice in the State of Texas, who shall sign, seal and date all appropriate **Engineering** submissions

to the **Owner** in accordance with the Texas **Engineering** Practice Act and the Rules of the Texas Board of Professional **Engineers**.

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

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

17.3 Standard of Care

(a) The **Engineer** agrees that its **Engineering** design services will be performed by the **Engineer** hereunder shall be in accordance with normal and customary **Engineering** design practices and in conformance with applicable codes, rules and regulations.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes,

ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "PS&E") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

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

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

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the "**Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

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

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

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional **Engineer** in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the

Project without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind

or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

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

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

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The Certificate of Insurance shall be

attached hereto and identified as **EXHIBIT "G"**- *Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project by Owner**.

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

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

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do

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

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

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

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

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

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

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the 21st day of Jan., 2014.

ENGINEER:



BY:

Mr. Eric C. Ybarra, CEO/President
DOS Logistics, Inc.

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

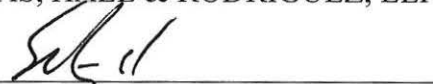
BY:

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

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 1/21/14

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

By:



AI -58570

16.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 in relation to the "New Administration Facility & Site Improvements Project", agreement No. HCDD1-17-002-01-10 with Half Associates, Inc., to introduce a Sub-Consultant and revision to scope of work to provide Structural Engineering. Subject to Legal Review.

BACKGROUND

Fiscal Impact

Attachments

Supplemental Agreement 1 to WA-1 C-HCDD1-17-002-01-10- Half Assoc -New Admin Fac

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Moises Salazar		Started On: 02/16/2017 11:20 AM
Final Approval Date: 02/17/2017		

EXHIBIT "F"

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1 to
New Administration Facility & Site Improvements Project

C-HCDD1-17-002-01-10 WA-1 SA-1

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between HIDALGO COUNTY DRAINAGE DISTRICT NO.1, acting herein by and through the Commissioner’s Court, hereinafter called the “Owner”, and Halff Associates, Inc., Professional Engineers of, McAllen, Texas, hereinafter called the “Engineer”.

WITNESSETH

WHEREAS, the Owner and the Engineer executed the Agreement on the 10th day of January, 2016 and, concerning Engineering for Professional Engineering Services for the preparation of Construction Documents for New Administration Facility and Site Improvements Project. (hereinafter referred to as the “Project”); and,

WHEREAS, it has become necessary to amend the Agreement to identify a subconsultant firm require by the Engineer.

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said *Work Authorization No. 1* of the Agreement is amended as follows:

- I. The Owner consents to Engineer’s request to add CHANIN ENGINEERING, INC. as a Sub-Consultant Firm to the Agreement and its respective rates.
- II. All other articles and provisions are unchanged and remain in full force and effect.
- III. Project Scope of Work is revised to provide:
Structural Engineering services for the design and construction of a New Administration Facility.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the 03 day of February, 2017.

**THE ENGINEER:
HALFF ASSOCIATES, INC.**

**THE OWNER:
HIDALGO COUNTY**

**BY: _____
Robert L. Saenz, PE, CFM, PMP
Vice President**

**BY: _____
Ramon Garcia, County Judge**

Attest as to form:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain

SCHEDULE OF FEES

Chanin Engineering, LLC's prevailing rates are as follows:

<u>Engineering:</u>	<u>Hourly rate</u>
E-1 Engineer In Training 1	\$ 75.00
E-2 Engineer In Training 2	\$ 85.00
E-3 Project Engineer 1 *	\$125.00
E-4 Project Engineer 2 *	\$135.00
E-5 Principal Engineer *	\$145.00

Technicians:

T-1 Technician I	\$ 65.00
T-2 Technician II	\$ 75.00
T-3 Technician III	\$ 85.00

Computer Aided Drafting:

C-1 CAD I	\$ 45.00
C-2 CAD II	\$ 55.00
C-3 CAD III	\$ 65.00

Administrative:

A-1 Clerical	\$ 30.00
A-2 Accounts Payable/Billable	\$ 35.00
A-3 Office Manager/Executive Assistant	\$ 45.00

* Licensed professional engineer, unless noted otherwise.

AI -58599

17.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue Termination Notice for the following listed Work Authorizations and Supplemental Agreements for Professional Services with TEDSI Infrastructure Group, Inc. in connection to **Precinct No. 1 2012 Bond Referendum Improvement Projects Contract with Hidalgo County Drainage District No. 1**, as stated (under Article 3.4 (5)-Termination by Owner without cause upon thirty (30) days written notice to the Engineer).

Work Authorizations:

- From W-A1 -Engineering work as it pertains to Weslaco Drain Flood Pump Structure of the 2012 bond Projects.
- From W-A4 -Supplemental No. 1, 3, 4 Relating to the Monte Cristo Drain Control Structure,
- From W-A5 -Relating to Manage Remainder of all Pct. #1 projects.
- From W-A6 -Relating to Corporate Sponsorship for the current contract.
- From W-A15 -Relating SH68 Segment D Portion.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Moises Salazar		Started On: 02/16/2017 04:33 PM
Final Approval Date: 02/17/2017		

AI -58604

18.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid (for the purposes of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Professional Engineering Services to assist HCDD#1 in securing additional funding from the Department of Homeland Security (DHS) needed to complete the "River Protective Levee Infrastructure Project".

FIRM NAME:	SCORE:	RANK:
Ambiotec Civil Engineering Group, Inc.	89	
Dannenbaum Engineering Company-McAllen, TX	95	
SWG Engineering, LLC	92	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm _____, for the provisions of Professional Engineering Services to assist HCDD#1 in securing additional funding from the Department of Homeland Security (DHS) needed to complete the "River Protective Levee Infrastructure Project".

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Final Approval

Form Started By: Moises Salazar

Final Approval Date: 02/17/2017

Reviewed By

Monica Badillo

Date

02/17/2017 04:39 PM

Started On: 02/16/2017 05:13 PM

AI -58597

19. C.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Lora Briones

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

Consultation with Legal Counsel regarding matters relating to 2012 Bond Election

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Monica Badillo		Started On: 02/16/2017 04:24 PM
Final Approval Date: 02/17/2017		

AI -58598

20. C.

DRAINAGE DISTRICT

Meeting Date: 02/21/2017

Submitted For: Lora Briones

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

Consultation with Legal Counsel regarding matters relating to 2012 Bond Election

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	02/17/2017 04:39 PM
Form Started By: Monica Badillo		Started On: 02/16/2017 04:25 PM
Final Approval Date: 02/17/2017		