



**AGENDA**  
**DRAINAGE DISTRICT**  
**BOARD OF DIRECTORS**  
**June 13, 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 -60241** A.) Discussion on Hidalgo County Drainage District No.1 projects, maintenance and operations:
  - 1.) Pct. 1-Spanish Palms Rural Drainage Development Program
  - 2.) Pct. 1 Tijerina Rural Drainage Development Program
  - 3.) Pct. 1 Delta West Rural Drainage Development Program
  - 4.) RGV Hurricane Ready Expo
  - 5.) HCDD No.1 Student Engineering Assistants
6. **AI -60275** Presentation by Hidalgo County Drainage District's Financial Advisor, Estrada and Hinojosa, and request approval and authorization of financing, sale and delivery of Hidalgo County Drainage District No. 1 Unlimited Tax Refunding Bonds; Series 2017.
7. **AI -60281** Discussion, consideration and action on Hidalgo County Drainage District's Enrollment Procedures and Forms for new employee hires of the District.

8. **AI -60174** A. Requesting approval of closing documents for Parcel 5 as it relates to Precinct No. 2 Fee Simple Project and authority of the Chairman of the Board to execute documents.  
 B. Pursuant to the Boards approval of Agenda Item No. 60174 (A), requesting approval to issue manual payment in the amount of \$2,143.63 to Sierra Title of Hidalgo County, Inc. Order File No. 0003162576 Parcel 5.

9. **AI -60269** A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with Hidalgo County Drainage District No.1 Phase I Drainage Study.

<b>FIRM NAME:</b>	<b>SCORE:</b>	<b>RANK:</b>
B2Z ENGINEERING	97	
HALFF ASSOCIATES, INC	95	
S&B INFRASTRUCTURE, LTD	92	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No.1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, \_\_\_\_\_, for the provision of Hidalgo County Drainage District No.1 Phase I Drainage Study.

10. **AI -60214** A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with "On-Call Professional Construction Materials Testing Services -Precinct No. 1 Projects".

<b>FIRM NAME:</b>	<b>SCORE (Points Average):</b>	<b>RANK:</b>
Terracon Consultants, Inc.	91.6	
Professional Engineering Services (PSI)	92.6	
Millennium Engineers Group, Inc.	96.6	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, \_\_\_\_\_, for the provision of "On-Call Professional Construction Materials Testing Services -Precinct No. 1 Projects".

11.      **AI -60216**      Request approval of Notice to Suspend Work to Castle Enterprises, LLC, related to Construction Contract No. C-HCDD1-17-007-04-18 -PCT 2 Minnesota-Cesar Chavez Area Drainage Improvements Project. Effective: 06/07/17.
12.      **AI -60243**      A. Request approval to create one temporary Student Engineering Assistant position for the District's Engineering Department. Requirements for this slot is that they be UTRGV Junior or Senior level Civil Engineering students and will work for a period from June 13, through August 31, 2017 not to exceed 40 hours per week at the rate of \$15 per hour.  
B. Request approval to exempt this temporary position and allow the General Manager and Dr. Jungseok Ho, Assistant Professor & Associate Chair, Department of Civil Engineering, UTRGV to select the candidate.  
C. Request Budget Amendment from the General Fund to fund the above mentioned position in the amount of \$9,700 for salaries and fringes.
13.      **AI -60263**      Approval to exercise District's option to terminate agreement under Article 3.4 (5) as stated in the current Agreement for Professional Engineering Services with R. Gutierrez Engineering Corporation for: "Alamo Expressway Drain/South Floodwater Channel", to include related Work Authorizations and Supplemental Agreements, with authorization to issue written notice of termination to R. Gutierrez Engineering Corporation, and for HCDD1 Engineer, Noe Saldivar, P.E., to assume the role as Project Manager for project closing procedures.
14.      **AI -60215**      **2013 Bonds**  
                          **Budget 320-Alamo Expressway Drain**
- A. Request approval of Change Order No. 2 in the amount of \$748,715.78 to decrease and zero out construction contract HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain as per Agenda Item No. 58751 approved by Board on March 07, 2017.
- B. Upon approval of Item A, request approval to issue payment for Payment Application No. 8 - Retainage Release to Texas Cordia Construction, LLC in the amount of \$8,086.06 pertaining to Construction

Contract No. HCDD1-14-008-07-08-Pct.2 Alamo Expressway Drain.

Project Engineer: R. Gutierrez Engineering/ DOS Logistics

Purchase Order: 625452

15.        **AI -60262    2013 Bonds**  
              **Budget 300-J09 Drain Improvements**  
Request approval to issue payment for Application for Payment No. 6 in the amount of \$73,093.86 to Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-16-006-04-26 J09 Drain Improvements Ph.2 from Rio Grande Care Road to North Main Drain.  
  
Project Engineer: Jose A. Sanchez, P.E., Tedsy Infrastructure Group.  
Purchase Order: 629475
  
16.        **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**
  
17.        **Open Session:**
  - A.        **Real Estate Acquisition**
  - B.        **Pending and/or Potential Litigation**
  
18.        **Closed Session:**  
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed
  
19.        **Open Session:**  
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed
  
20.        **Adjourn**

**AI -60241**

**5.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

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

- 1.) Pct. 1-Spanish Palms Rural Drainage Development Program
- 2.) Pct. 1 Tijerina Rural Drainage Development Program
- 3.) Pct. 1 Delta West Rural Drainage Development Program
- 4.) RGV Hurricane Ready Expo
- 5.) HCDD No.1 Student Engineering Assistants

BACKGROUND

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Fiscal Impact

Attachments

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Final Approval	Monica Salinas	06/09/2017 05:10 PM
Form Started By: Jaime Salazar		Started On: 06/09/2017 09:13 AM
Final Approval Date: 06/09/2017		

**AI -60275**

**6.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

Presentation by Hidalgo County Drainage District's Financial Advisor, Estrada and Hinojosa, and request approval and authorization of financing, sale and delivery of Hidalgo County Drainage District No. 1 Unlimited Tax Refunding Bonds; Series 2017.

BACKGROUND

Information packets will be passed out to the Board during the presentation from Estrada and Hinojosa.

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Fiscal Impact

Attachments

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Final Approval	Monica Salinas	06/09/2017 05:10 PM
Form Started By: Lora Briones		Started On: 06/09/2017 03:00 PM
Final Approval Date: 06/09/2017		

**AI -60281**

7.

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

Discussion, consideration and action on Hidalgo County Drainage District's Enrollment Procedures and Forms for new employee hires of the District.

BACKGROUND

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Fiscal Impact

Attachments

form

policy

policy

form

form

form

form

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**Form Review**

**Inbox**

**Reviewed By**

**Date**

Final Approval

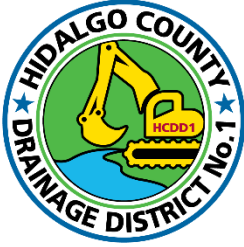
Monica Salinas

06/09/2017 05:10 PM

Form Started By: Lora Briones

Started On: 06/09/2017 04:24 PM

Final Approval Date: 06/09/2017



## Hidalgo County Drainage District No. 1 Temporary Employment

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

You have been offered employment with Hidalgo County Drainage District No. 1 as a “Temporary Employee”, as defined in the Temporary Rules of the Hidalgo County, Texas Civil Service Commission. As a Temporary Employee, you will be hired for a maximum of 40 hours per week, and for a period not to exceed six months. This, however, does not constitute a guaranty of minimum hours or minimum benefits afforded to Regular Employees of the District, nor are you entitled to all protections of Regular Employees under the Civil Service Rules.

Please acknowledge, by executing the enclosed copy of this letter, that you have received a copy of this notice, and that you have read and understand its contents. Please return the executed copy of this letter to me at your earliest convenience.

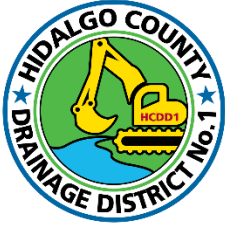
Very truly yours,  
Hidalgo County Drainage District No. 1

\_\_\_\_\_  
Human Resources Specialist I

\_\_\_\_\_  
Date

**I understand and agree to employment as a Temporary Employee of Hidalgo County Drainage District No.1.**

\_\_\_\_\_  
(Employee Name)



Hidalgo County Drainage District No. 1  
Drug & Alcohol Policy  
Acknowledgement Form

I, \_\_\_\_\_, have read, understand and received a copy of the Drug and Alcohol Policy, amended on December 09, 2008, and understand that I am expected to abide by this policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Safety Officer

\_\_\_\_\_  
Date



## Hidalgo County Drainage District No. 1 Identification Badge Policy

I, \_\_\_\_\_, have read, understand and received a copy of the County of Hidalgo Identification Badge Policy, approved July 24, 2007, and understand I am expected to abide by this Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Hidalgo County Drainage District No. 1 Civil Service Commission Manual Acknowledgement Form

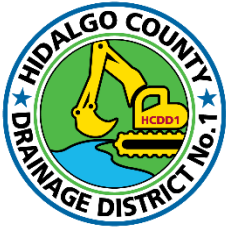
I, \_\_\_\_\_, hereby acknowledge that it is my responsibility and condition of employment to read the County of Hidalgo Civil Service Commission Manual that is located on the County of Hidalgo's website, <https://tx-hidalgocounty.civicplus.com> under the Human Resources Department. If I have no access to a computer, it is my responsibility to contact my immediate supervisor and request a copy of said manual mentioned above. If my supervisor cannot provide me with a copy, I am to contact the Human Resources Specialist, (956) 292-7080.

I have received a copy of the Civil Service Commission Manual in a CD format from the Hidalgo County Drainage District No. 1 office.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Civil Service Commission Manual-CD Issued By:



# Hidalgo County Drainage District No. 1 Condition of Employment Acknowledgement Form

I, \_\_\_\_\_, hereby agree to comply with submitting the required documentation identified in the attached form, the enrollment process and completing the safety training before reporting to corresponding work location.

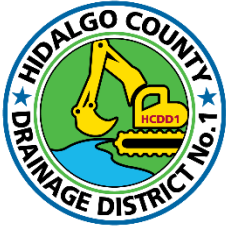
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Specialist I

\_\_\_\_\_  
Date completed



# Hidalgo County Drainage District No. 1 New Employee Enrollment Form

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee ID#: \_\_\_\_\_

Department Name: \_\_\_\_\_

Dept. #: \_\_\_\_\_

*\*As you complete each form, please initial.*

- 1. Condition of Employment Form \_\_\_\_\_
- 2. I-9 Form \_\_\_\_\_
- 3. Civil Service Commission Manual Form \_\_\_\_\_
- 4. Identification Badge Policy Form \_\_\_\_\_
- 5. Drug & Alcohol Policy Form \_\_\_\_\_
- 6. Payroll Schedule \_\_\_\_\_
- 7. Hidalgo County Holidays \_\_\_\_\_
- 8. TCDRS Information \_\_\_\_\_
- 9. 457 Retirement Plan \_\_\_\_\_
- 10. Wage Overpayment/Underpayment Policy \_\_\_\_\_
- 11. Employee Benefits Packet \_\_\_\_\_
- 12. Information Technology Department \_\_\_\_\_
- 13. Safety Division \_\_\_\_\_

### Enrollment Process Completion

I, \_\_\_\_\_, certify that the above-named employee has completed the Hidalgo County Drainage District No. 1 enrollment process.

\_\_\_\_\_  
Signature of Safety Officer

\_\_\_\_\_  
Date

### Identification Badge Acknowledgement

I, \_\_\_\_\_, certify that I have completed the Hidalgo County Drainage District No. 1 enrollment process and received my Picture ID Badge.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date



## Hidalgo County Drainage District No. 1

### REQUIRED DOCUMENTS

To comply with INS for completion of the I-9 Form, one of the following is required:

1. U.S. Passport or U.S. Passport Card
2. Valid Driver's License and Original Social Security Card
3. Other documentation as permitted for I-9 purposes

To comply with Social Security Administration (SSA) the following is required (Payroll Division):

1. Original Social Security Card
2. Valid Driver's License or Texas Identification Card

If the employee cannot produce an original Social Security Card, he/she must apply for a new or duplicate card at the Social Security Administration (SSA) office. The "SSA" office will issue a statement letter verifying the name, Social Security number and stating that a new or duplicate card has been applied for and will be sent to the employee. This letter must be presented prior to beginning work. The employee will then have forty-five (45) days from date of enrollment to present the original Social Security Card to the Payroll Division. If the employee does not present the Social Security Card within the time allowed, he/she may be subject to termination.

If the employee's name does not match Social Security Card with picture ID, the employee must furnish the District with an original certified document stating reason of name change (e.g. marriage license and/or court order name change).

**For Direct Deposit authorization, the employee must have one of the following:**

1. Pre-Encoded voided bank check (check with routing # and account # at the bottom)
2. County of Hidalgo Financial Institution Verification Form
3. Direct Deposit sign-up form from a financial institution

**The following will not be accepted:**

1. No temporary checks
2. No deposit slips
3. No bank identification card

Note: No funds will be direct deposited into an account that does not have employee's name.

**To comply with Health Benefits (Insurance Department):**

Spouse – Social Security Card, Marriage Certificate, Common Law Certificate (can be obtained at Hidalgo County Clerk's Office).

For all other dependents, documentation under the dependent eligibility criteria must be provided based on the relationship listed:

1. Biological Child(ren) – Birth Certificates and Social Security Cards
2. Adopted Child(ren) – Legal Adoption Documents
3. Stepchild(ren) – Legal Guardianship or Power of Attorney Documents

(This information is solely for the purpose of determining dependent eligibility for coverage under the County of Hidalgo's Group Health Plan).

**AI -60174**

**8.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE  
DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

A. Requesting approval of closing documents for Parcel 5 as it relates to Precinct No. 2 Fee Simple Project and authority of the Chairman of the Board to execute documents.

B. Pursuant to the Boards approval of Agenda Item No. 60174 (A), requesting approval to issue manual payment in the amount of \$2,143.63 to Sierra Title of Hidalgo County, Inc. Order File No. 0003162576 Parcel 5.

BACKGROUND

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Fiscal Impact

Attachments

Pct 2 Fee Simple Parcel 5

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Final Approval	Monica Salinas	06/09/2017 05:10 PM
Form Started By: Jaime Salazar		Started On: 06/07/2017 11:37 AM
Final Approval Date: 06/09/2017		



# A. Settlement Statement (HUD-1)

<b>B. Type of Loan</b>				6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	4. <input type="checkbox"/> VA	0003162576		
5. <input type="checkbox"/> Conv. Ins.						
C. Note: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> (0003162576/34)						
<b>D. Name and Address of Buyer:</b> Hidalgo County Drainage No. 1 902 N. Doolittle Rd., Edinburg, TX 78542		<b>E. Name and Address of Seller:</b> County of Hidalgo 100 East Cano Second Floor, Edinburg, TX 78542		<b>F. Name and Address of Lender:</b>		
<b>G. Property Location:</b> Not known Pharr, TX 78577 Hidalgo County, Texas Lot(s): 229 Kelly-Pharr Subdivision		<b>H. Settlement Agent:</b> Sierra Title of Hidalgo County, Inc. (956)682-8321 3401 N. 10th St. McAllen, TX 78501		<b>I. Settlement Date:</b> May 19, 2017		
		<b>Place of Settlement:</b> 3401 N. 10th St. McAllen, TX 78501		<b>Disbursement Date:</b> May 19, 2017		

J. Summary of Buyer's Transaction	
<b>100. Gross Amount Due from Buyer</b>	
101. Contract sales price	1,289.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	854.63
104.	
105.	
<b>Adjustments for items paid by seller in advance</b>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
<b>120. Gross amount due from Buyer</b>	<b>2,143.63</b>
<b>200. Amounts Paid by or in Behalf of Buyer</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Seller Paid Buyer Closing Costs	
209.	
<b>Adjustments for items unpaid by seller</b>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217. "NO TAX PRORATIONS" PARTIAL TAKE"	
218.	
219.	
<b>220. Total paid by/for Buyer</b>	<b>0.00</b>
<b>300. Cash at Settlement from/to Buyer</b>	
301. Gross amount due from Buyer (Line 120)	2,143.63
302. Less amount paid by/for Buyer (Line 220)	( 0.00)
<b>303. CASH FROM BUYER</b>	<b>2,143.63</b>

K. Summary of Seller's Transaction	
<b>400. Gross Amount Due to Seller</b>	
401. Contract sales price	1,289.00
402. Personal property	
403.	
404.	
405.	
<b>Adjustments for items paid by seller in advance</b>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
<b>420. Gross amount due to Seller</b>	<b>1,289.00</b>
<b>500. Reductions in Amount Due to Seller</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508. Seller Paid Buyer Closing Costs	
509.	
<b>Adjustments for items unpaid by seller</b>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517. "NO TAX PRORATIONS" PARTIAL TAKE"	
518.	
519.	
<b>520. Total reduction amount due Seller</b>	<b>0.00</b>
<b>600. Cash at Settlement from/to Seller</b>	
601. Gross amount due to Seller (Line 420)	1,289.00
602. Less reductions due Seller (Line 520)	( 0.00)
<b>603. CASH TO SELLER</b>	<b>1,289.00</b>

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	\$0.00		
<i>Division of commission (line 700) as follows:</i>			
701.	to		
702.	to		
703.	Commission paid at settlement		
704.			
<b>800. Items Payable in Connection with Loan</b>			
801.	Our origination charge	(from GFE #1)	
802.	Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)	
803.	Your adjusted origination charges	(from GFE #A)	
804.	Appraisal fee	(from GFE #3)	
805.	Credit report	(from GFE #3)	
806.	Tax service	(from GFE #3)	
807.	Flood certification	(from GFE #3)	
808.			
<b>900. Items Required by Lender to be Paid in Advance</b>			
901.	Interest from 05/19/17 to 06/01/17 to @ \$ /day (13 days @ %)	(from GFE#10)	
902.	Mortgage insurance premium for month to	(from GFE #3)	
903.	Homeowner's insurance for year to	(from GFE #11)	
904.	for year to		
<b>1000. Reserves Deposited with Lender</b>			
1001.	Initial deposit for your escrow account	(from GFE #9)	
1002.	Homeowner's insurance Months @ \$ per Month		
1003.	Mortgage insurance Months @ \$ per Month		
1004.	Property taxes Months @ \$ per Month		
1005.	School Taxes Months @ \$ per Month		
1006.	Irrigation Taxes Months @ \$ per Month		
1007.	Months @ \$ per Month		
1008.	Aggregate adjustment		
<b>1100. Title Charges</b>			
1101.	Title services and lender's title insurance	(from GFE #4)	500.00
1102.	Escrow Fee to Sierra Title of Hidalgo County, Inc.	\$500.00	
1103.	Owner's title insurance to Sierra Title of Hidalgo County, Inc.	(from GFE #5)	238.00
1104.	Lender's title insurance		
1105.	Lender's title policy limit		
1106.	Owner's title policy limit	\$1,289.00	
1107.	Agent's portion of the total title insurance premium to Sierra Title of Hidalgo Cour	\$202.30	
1108.	Underwriter's portion of the total title insurance premium to Chicago Title Insuran	\$35.70	
1109.	to Tax Service of Hidalgo County		0.00
1110.	Tax Service to Tax Service of Hidalgo County		54.13
1111.	State of Texas Policy Guaranty Fee (O) to Sierra Title of Hidalgo		3.00
1112.	E filing fee (S) to Sierra Title of Hidalgo County, Inc.		3.50
<b>1200. Government Recording and Transfer Charges</b>			
1201.	Government recording charges to Sierra Title of Hidalgo County, Inc.	(from GFE #7)	56.00
1202.	Deed \$ 56.00; Mortgage \$ ; Releases \$		
1203.	Transfer taxes	(from GFE #8)	
1204.	City/County tax/stamps Deed \$ ; Mortgage \$		
1205.	State tax/stamps Deed \$ ; Mortgage \$		
<b>1300. Additional Settlement Charges</b>			
1301.	Required services that you can shop for	(from GFE #6)	
1302.			
1303.			
1304.			
1305.			
1400.	<b>Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>		854.63 0.00

# HUD-1, Attachment

**Buyer:** Hidalgo County Drainage No. 1  
902 N. Doolittle Rd.  
Edinburg, TX 78542

**Seller:** County of Hidalgo  
100 East Cano Second Floor  
Edinburg, TX 78542

**Lender:**

**Settlement Agent:** Sierra Title of Hidalgo County, Inc.  
(956)682-8321

**Place of Settlement:** 3401 N. 10th St.

McAllen, TX 78501

**Settlement Date:** May 19, 2017

**Disbursement Date:** May 19, 2017

**Property Location:** Not known

Pharr, TX 78577

Hidalgo County, Texas

Lot(s): 229

Kelly-Pharr Subdivision

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## Title Services and Lender's Title Insurance

Payee/Description	Disclosure	Buyer	Seller
Sierra Title of Hidalgo County, Inc. Escrow Fee	(from GFE #4)	500.00	
<b>Total Title Services and Lender's Title Insurance</b>		<b>500.00</b>	

Hidalgo County Drainage No. 1

BY: \_\_\_\_\_  
Hidalgo County Drainage No. 1 by Ramon Garcia,  
Chairman of the Board

County of Hidalgo

BY: \_\_\_\_\_  
Valde Guerra, Executive Officer

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Sierra Title of Hidalgo County, Inc.  
Settlement Agent

**ADDENDUM**

G.F. No.: 0003162576

DATE: May 19, 2017

Not known, Pharr, TX 78577

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

County of Hidalgo

Hidalgo County Drainage No. 1

BY: \_\_\_\_\_  
Valde Guerra, Executive Officer

BY: \_\_\_\_\_  
Hidalgo County Drainage No. 1 by Ramon Garcia,  
Chairman of the Board

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date:

\_\_\_\_\_

\_\_\_\_\_

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

## HUD-1 SETTLEMENT STATEMENT ADDENDUM

May 19, 2017

RE: GF NO.: 0003162576

PROPERTY ADDRESS: Not known, Pharr, TX 78577

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Hidalgo County Drainage No. 1

County of Hidalgo

BY: \_\_\_\_\_  
Hidalgo County Drainage No. 1 by Ramon Garcia,  
Chairman of the Board

BY: \_\_\_\_\_  
Valde Guerra, Executive Officer

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

\_\_\_\_\_  
Settlement Agent

\_\_\_\_\_  
Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

### TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Drainage No. 1

County of Hidalgo

BY: \_\_\_\_\_  
Hidalgo County Drainage No. 1 by Ramon Garcia,  
Chairman of the Board

BY: \_\_\_\_\_  
Valde Guerra, Executive Officer

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -  
TAX SERVICE**

To: THE UNDERSIGNED  
From: SIERRA TITLE OF HIDALGO COUNTY, INC.  
Property: Not known, Pharr, TX 78577  
Date: May 19, 2017

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider of settlement services	Charge or range of charges
<u>Tax Information and Tax Certificates</u>	<u>\$54.13</u>

**ACKNOWLEDGMENT**

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Drainage No. 1

County of Hidalgo

BY: \_\_\_\_\_  
Hidalgo County Drainage No. 1 by Ramon Garcia,  
Chairman of the Board

BY: \_\_\_\_\_  
Valde Guerra, Executive Officer

**DISPUTE RESOLUTION BY BINDING ARBITRATION**

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Drainage No. 1

County of Hidalgo

BY: \_\_\_\_\_  
Hidalgo County Drainage No. 1 by Ramon Garcia,  
Chairman of the Board

BY: \_\_\_\_\_  
Valde Guerra, Executive Officer

SIERRA TITLE OF HIDALGO COUNTY, INC.  
\_\_\_\_\_

**TITLE COMPANY DISCLOSURES**

**GUARANTY FILE NO.:** 0003162576

**SELLER (whether one or more):** County of Hidalgo

**BUYER (whether one or more):** Hidalgo County Drainage No. 1

**LENDER:**

**PROPERTY:** Not known, Pharr, TX 78577

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

**Buyer's  
Initials**

\_\_\_\_\_  
\_\_\_\_\_

**1. WAIVER OF INSPECTION.** In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right, adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

**Buyer's  
Initials**

\_\_\_\_\_  
\_\_\_\_\_

**2. RECEIPT OF COMMITMENT.** BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.

**Buyer's  
Initials**

\_\_\_\_\_  
\_\_\_\_\_

**3. UNSURVEYED PROPERTY.** BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

**Buyer's Initials**  
\_\_\_\_\_  
\_\_\_\_\_

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

**Seller's Initials**      **Buyer's Initials**  
\_\_\_\_\_  
\_\_\_\_\_

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

**Buyer's Initials**  
\_\_\_\_\_  
\_\_\_\_\_

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

**Buyer's Initials**  
\_\_\_\_\_  
\_\_\_\_\_

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

**Seller's Initials**      **Buyer's Initials**  
\_\_\_\_\_  
\_\_\_\_\_

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

- a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
- c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

**Buyer's Initials**  
\_\_\_\_\_  
\_\_\_\_\_

9. **ARBITRATION.** This paragraph does not apply to the Residential Owner Policy (T-1R). The parties may later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision. IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 9.

Seller's  
Initials

\_\_\_\_\_

\_\_\_\_\_

Seller's  
Initials

\_\_\_\_\_

\_\_\_\_\_

Buyer's  
Initials

\_\_\_\_\_

\_\_\_\_\_

Buyer's  
Initials

\_\_\_\_\_

\_\_\_\_\_

**10. IRS REPORTING.** SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

**11. ERRORS AND OMISSIONS.** In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

**12. ATTORNEY REPRESENTATION AND NOTICE.** BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

**SELLER SIGNATURE**

County of Hidalgo

BY: \_\_\_\_\_  
Valde Guerra, Executive Officer

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**BUYER SIGNATURE**

Hidalgo County Drainage No. 1

BY: \_\_\_\_\_  
Hidalgo County Drainage No. 1 by Ramon Garcia,  
Chairman of the Board

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Chicago Title Insurance Company** ("Title Insurer")  
**Sierra Title of Hidalgo County, Inc.** ("The Company")

RE: County of Hidalgo to Hidalgo County Drainage No. 1

GF (File) No.: **0003162576**

Land: **Parcel 5:**

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

**SEE EXHIBIT "A" ATTACHED.**

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

### 1. Waiver of Inspection

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

### 2. Receipt of Commitment

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

### 3. Survey

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

### 4. Arbitration

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

### 5. Notice

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title.

They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: May 19, 2017

Signature:

Hidalgo County Drainage No. 1

BY: \_\_\_\_\_  
Hidalgo County Drainage No. 1 by Ramon Garcia,  
Chairman of the Board

**AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION**  
 (USE SEPARATE FORM FOR EACH PARTY)  
 TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003162576  
 SUBJECT PROPERTY: Lot(s): 229  
 Kelly-Pharr Subdivision

STATE OF TEXAS  
 COUNTY OF \_\_\_\_\_

Before me, the undersigned authority on this day personally appeared County of Hidalgo.  
 Seller or Owner-Borrower\* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

\_\_\_\_\_

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

\_\_\_\_\_

5. \*To be filled in if a sale -\*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: . Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

100 East Cano Second Floor, Edinburg, TX 78542

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

**INDEMNITY:** I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

County of Hidalgo

BY: \_\_\_\_\_  
 Valde Guerra, Executive Officer

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

\*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 01/02



# SIERRA TITLE COMPANY

3401 North 10<sup>th</sup> Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

**EXECUTED LETTER PERTAINING TO:  
COMMISSIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING  
ORDINANCES & SUBDIVISION REGULATIONS**

DATE: \_\_\_\_\_

**BUYER(S)/BORROWER(S):** Hidalgo County Drainage District No. 1

**GF NUMBER:** 3162576

**PROPERTY:**

**Parcel 5:**

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

**IT WILL BE YOUR RESPONSIBILITY** to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,

BY: \_\_\_\_\_  
RAMON GARCIA, CHAIRMAN OF THE BOARD

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, BY HIDALGO COUNTY DRAINAGE DISTRICT NO.

BY: \_\_\_\_\_  
RAMON GARCIA, CHAIRMAN OF THE BOARD

\_\_\_\_\_  
Notary Public, State of  
Notary's name (printed):

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**General Warranty Deed**

Parcel No. 5

Date: May 3, 2017

Grantor: County of Hidalgo

Grantor's Mailing Address:

100 East Cano Second Floor

Edinburg, Texas 78539

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.

Edinburg, Texas 78542

Consideration:

The sum of One Thousand Two Hundred Eighty Nine and no/100 Dollars **(\$1,289.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
-

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives 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 Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor, for the Consideration and subject to the Exceptions to conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

County of Hidalgo

Ramon Garcia  
Ramon Garcia (County Judge)

APPROVED BY  
COUNTY CLERK  
11/10/17

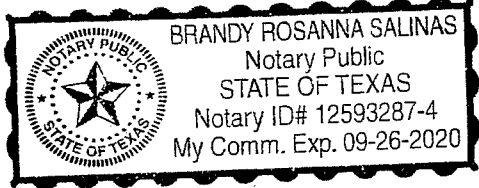
**Corporate Acknowledgment**

**State of Texas**

**County of Hidalgo**

This instrument was acknowledged before me on this 8<sup>th</sup>, day of May, 2017

By: Ramon Marcia, of the County of Hidalgo, a governmental entity, on behalf of said entity.



  
Notary Public's Signature

**After recording please return this instrument to:**

Mr. Jaime Cruz or Jaime Salinas  
Hidalgo County Pct. 2  
300 W. Hall Acres Rd., Ste. G  
Pharr, Tx 78577

**CERTIFICATE OF RECORDING**

THE STATE OF TEXAS, §  
COUNTY OF HIDALGO §

Parcel No. 5

County: Hidalgo, Precinct 2  
WA#10: HCDD No. 1 Drain Right of Way Project

Exhibit: A  
FIELD NOTES FOR PARCEL 5

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 229, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 229, North 08°32'07" East a distance of 1,185.00 feet to a 5/8" iron pin (N=16,587,953.3371, E=1,085,246.6348) with plastic cap stamped "R.O.W.S. PROP. COR." set for a cut back corner in said Hidalgo County Drainage District No.1 Right of Way easement, for the Southwest corner and Point of Beginning of this herein described tract of land;


1. Thence continuing with the West line of said Lot 229, North 08°32'07" East a distance of 135.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northwest corner of said Hidalgo County Drainage District No.1 Right of Way easement and this herein described tract of land;
2. Thence with the North line of said Lot 229, the North line of said Hidalgo County Drainage District No. 1 Right of Way Easement, South 81°27'53" East a distance of 521.95 feet to the Northwest corner of Los Marineros Phase I Subdivision, as recorded in Volume 34, Page 82, of the Map Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;
3. Thence with the West line of said Los Marineros Phase I Subdivision and the East line of said called 15.75 acre tract of land, South 08°32'07" West a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;
4. Thence across and through said called 15.75 acre tract of land, with the South line of said Hidalgo County Drainage District No.1 Right of Way easement, North 81° 27' 53" West a distance of 421.96 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for a cut back corner;

5. **Thence** continuing across and thorough said called 15.75 acre tract of land, South 58°10'07"  
West a distance of 131.24 feet to the **Point of Beginning** and being 30,347 square foot or 0.6967  
of an acre tract of land.

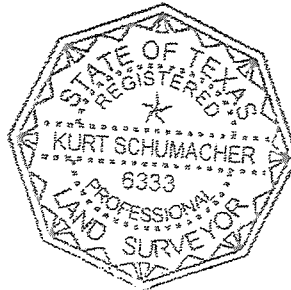
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface  
using a grid to surface adjustment factor of 1.00004.

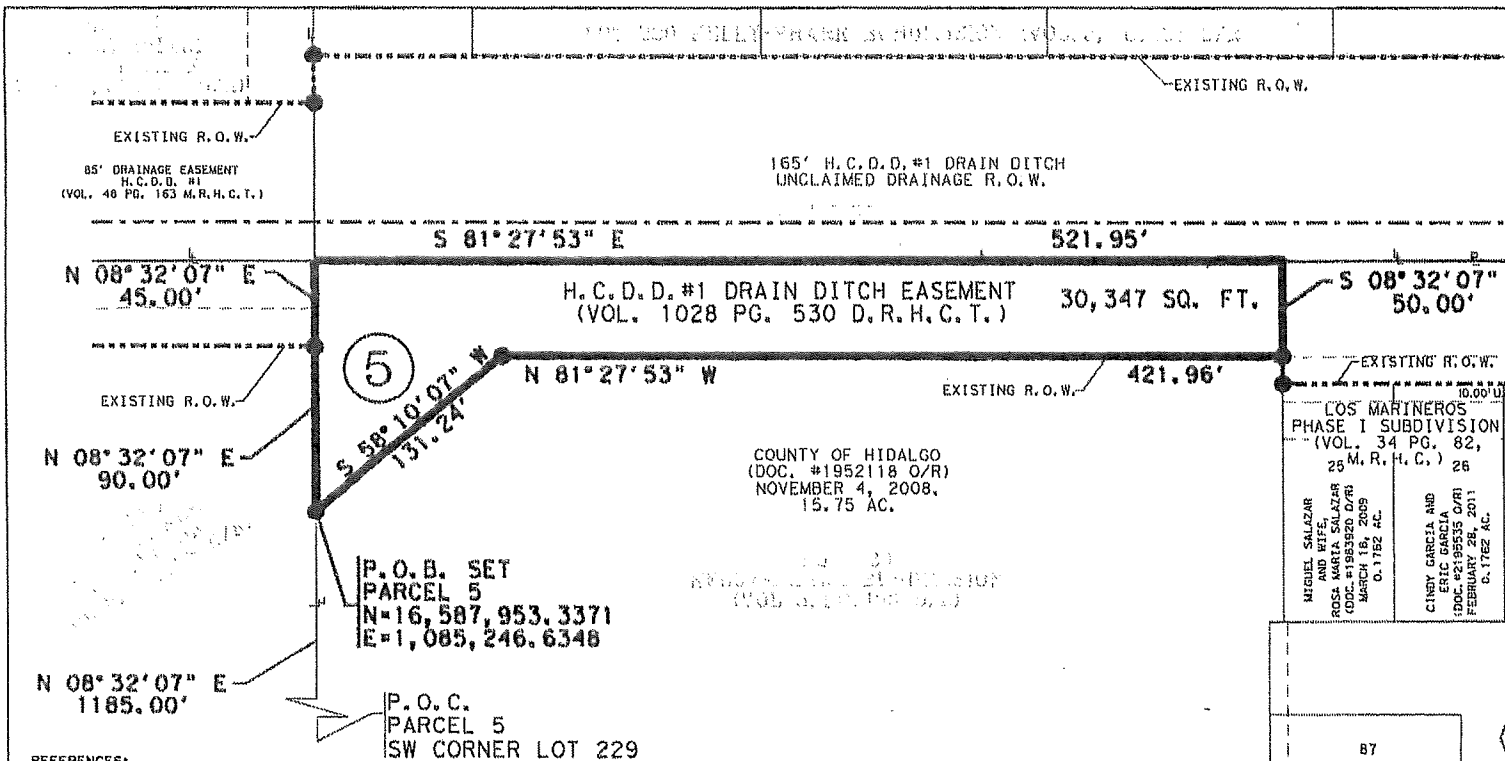
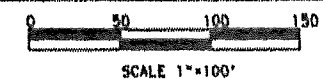
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description  
hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 06/10/2016

Kurt Schumacher  
Registered Professional Land Surveyor  
Texas Registration No. 6333





- NOTES:**
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
  2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

LOS MARTINEROS  
 PHASE I SUBDIVISION  
 (VOL. 34 PG. 82,  
 25 M. R. H. C.) 26

MIGUEL SALAZAR  
 AND WIFE,  
 ROSA MARTA SALAZAR  
 (DOC. #1983920 D/R)  
 MARCH 18, 2009  
 0.1782 AC.

CINCY GARCIA AND  
 ERIC GARCIA  
 (DOC. #1983933 D/R)  
 FEBRUARY 12, 2011  
 0.1782 AC.

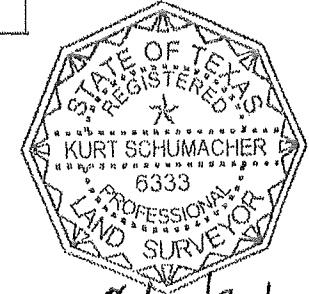
COUNTY OF HIDALGO  
 (DOC. #1952118 O/R)  
 NOVEMBER 4, 2008,  
 15.75 AC.

P.O.B. SET  
 PARCEL 5  
 N=16,587,953.3371  
 E=1,085,246.6348

P.O.C.  
 PARCEL 5  
 SW CORNER LOT 229

**REFERENCES:**

1. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO.1 BY MAYE E. PELT, DATED JANUARY 18, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1028, PAGE 530, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. WATER LINE GRANTED TO MILITARY HIGHWAY WATER SUPPLY CORPORATION, DATED MARCH 26, 1979, RECORDED IN VOLUME 1634, PAGE 986, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, MAP RECORDS HIDALGO COUNTY, TEXAS.
4. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
5. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
6. ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO.2.



6/8/2016  
 METES & BOUNDS DESCRIPTION  
 ACCOMPANIES THIS HEREIN  
 SURVEY EXHIBIT

*Kurt Schumacher*  
 KURT SCHUMACHER, R.P.L.S. #6333

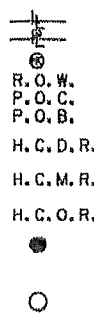
DATE: REVISED JUNE 8, 2016

**RIGHT OF WAY SKETCH**  
 SHOWING PROPERTY OF  
 PARCEL 5  
 HCDD No. 1 DRAIN RIGHT OF WAY PROJECT

**ROW SURVEYING SERVICES, LLC.**  
 900 S. STEWART RD. SUITE 13  
 AUBURN, TEXAS 75822  
 TEL: (940) 424-5536  
 FAX: (940) 424-5132

**LEGEND:**

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED



**PLAT OF SURVEY**  
**PARCEL 5**  
 FOR HCDD No. 1 DRAIN RIGHT OF WAY PROJECT,  
 HIDALGO COUNTY

A 30,347 SQ. FT. (0.6967 AC.)  
 TRACT OF LAND SITUATED IN LOT 229  
 KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 3 OF 3

**TITLE COMMITMENT:**

CHICAGO TITLE INSURANCE COMPANY  
 PROPOSED INSURED/BORROWER:  
 HIDALGO COUNTY  
 OWNER: COUNTY OF HIDALGO  
 GF No.: 0003162576  
 EFFECTIVE DATE:  
 NOVEMBER 12, 2015

For Comptroller's use only

**TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER**

• Shaded areas for state agency use only • See instructions on back

1. Is this a new account?  YES  NO Mail Code 000 Enter Mail Code Agency number

Complete Sections I - V Complete Sections I, II & V

**SECTION I**

2. PAYEE IDENTIFICATION NUMBER (PIN) - Indicate the type of number you are providing to be used for your PIN.

1 - Federal Employer's Identification (FEI) Number  
 2 - Social Security Number (SSN)  
 3 - Comptroller's assigned number

Enter the number indicated 74-6000717

3. Are you currently reporting any Texas tax to the Comptroller's Office other than unemployment (e.g., sales tax, franchise tax)?

YES  NO If "YES," enter Texas Taxpayer Number

**SECTION II**

**PAYEE INFORMATION (Please print or type)**

4. Name of payee (individual or business to be paid)  
County of Hidalgo and Sierra Title of Hidalgo County, Inc.

5. Mailing address where you want to receive payments  
3401 N. 10th St.

6. (Optional)  
 7. (Optional)  
 8. (Optional)

9. City McAllen State Tx ZIP Code 78501 Zone Code

10. SIC Code Security Type Code (0, 1, 2) Payee telephone number (Area code and number)

**SECTION III**

11. OWNERSHIP CODES - Check only one code by the appropriate ownership type that applies to you or your business.

I - Individual Recipient (not owning a business)  
 E - State Employee If checked, enter employing agency number  
 S - Sole Ownership (Individual owning a business) If checked, enter the owner's name and Social Security Number (SSN)

Owner's name  
 SSN 2

P - Partnership If checked, enter two partner's names and Social Security Numbers (SSN). If a partner is a corporation, use the corporation's Federal Employer's Identification (FEI) Number.

SSN/FEI  
 Name  
 SSN/FEI  
 Name  
 Type of service provided

J - Joint Venture  
 L - Limited Partnership If checked, enter the Texas File Number  
 T - Texas Corporation If checked, enter the Texas Charter Number  
 A - Professional Association If checked, enter the Texas Charter Number  
 C - Professional Corporation If checked, enter the Texas Charter Number  
 O - Out-of-State Corporation  
 G - Governmental Entity  
 U - State agency / University  
 F - Financial Institution  
 R - Foreign (out of U.S.A.)

N - Other If checked, explain

**SECTION IV**

12. Payment Assignment?  YES  NO Note: A copy of the assignment agreement between payees must be attached.

Assignee name  
 Assignee PIN Assignment date

**SECTION V**

13. Comments

14. **sign here** Authorized signature (Applicant or authorized agent) Date 5/11/2017

Agency name Prepared by Phone (Area code and number)

15.

Approved by Commissioners' Court  
 on 1/10/2017 BAS

# TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER



## CAROLE KEETON RYLANDER • COMPTROLLER OF PUBLIC ACCOUNTS

Claims Division  
Austin, Texas 78774-0100

### WHO MUST SUBMIT THIS APPLICATION -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Payee Identification Number (PIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

**NOTE:** To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.

### FOR ASSISTANCE -

For assistance in completing this application, please call the State Comptroller's Office at 1-800-531-5441, extension 3-3660, toll free nationwide. The Austin number is 512-463-3660. (From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free. The Austin number is 512-463-4621.)

### NOTICE TO STATE AGENCIES -

When this form is used to set up additional mail codes, Sections I, II and V must be completed. State agencies may refer to the Texas Payee Information System Guide for additional information.

### GENERAL INSTRUCTIONS -

- Please write only in white areas. (Shaded areas are for state agency use only.)
- Do not use dashes when entering Social Security, Federal Employer's Identification (FEI) or Comptroller's assigned numbers.
- Disclosure of your Social Security Number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), and TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon Supp. 1992). Your Social Security Number will be used to help the Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Atty Gen. No. H-1255(1978).

### SPECIFIC INSTRUCTIONS -

#### SECTION I - PAYEE IDENTIFICATION NUMBER

Enter a nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if the business is a partnership or corporation, etc. Enter a nine-digit Social Security Number or the nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if a sole owner. Enter the nine-digit Social Security Number if an individual recipient. The comptroller's assigned number is a number issued by the Texas Comptroller's Office for specialized usage. Please enter only ONE of these numbers and check the type of number entered. If known, enter the Texas Taxpayer Number in item 3.

#### SECTION II - PAYEE INFORMATION

Items 4 through 9 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in item 5 and begin the address in item 6. Item 9 - Enter the city, state and ZIP code.

#### SECTION III - OWNERSHIP CODES

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's Office may be contacted at 512-463-5555 for information regarding Texas charter or file numbers.

#### SECTION IV - PAYMENT ASSIGNMENT

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include the assignment agreement between the assignee and the assignor.

#### SECTION V - COMMENTS AND IDENTIFICATION

Item 13 - Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

**SELLER'S MAILING ADDRESS VERIFICATION FORM**

**\*\*THIS FORM MUST BE FILLED OUT COMPLETELY\*\***

GF No.: 0003162576

Seller Name(s): County of Hidalgo

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

\_\_\_\_\_  
Street Address (include Unit no. or Apt. no.)

\_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Phone Information

Seller One

Seller Two

Home No.: \_\_\_\_\_

\_\_\_\_\_

Business No.: \_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Social Security No.: \_\_\_\_\_

\_\_\_\_\_

Drivers License No.: \_\_\_\_\_

\_\_\_\_\_

County of Hidalgo

\_\_\_\_\_  
Valde Guerra, Executive Officer      Date

**BUYER'S MAILING ADDRESS VERIFICATION FORM**

**\*\*THIS FORM MUST BE FILLED OUT COMPLETELY\*\***

GF No.: 0003162576

Borrower/Buyer Name(s): Hidalgo County Drainage No. 1

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

\_\_\_\_\_  
Street Address (include Unit no. or Apt. no.)

\_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: \_\_\_\_\_

\_\_\_\_\_

Business No.: \_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Social Security No.: \_\_\_\_\_

\_\_\_\_\_

Drivers License No.: \_\_\_\_\_

\_\_\_\_\_

Hidalgo County Drainage No. 1

By: \_\_\_\_\_

Ramon Garcia, Chairman of the Board

Date

## CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

### Part I. Seller Information

1. Name: County of Hidalgo
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:  
Not known, Pharr, TX 78577
3. Taxpayer Identification No. (TIN): 74-6000717

### Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

- | True                             | False                             |  |
|----------------------------------|-----------------------------------|--|
| <input type="checkbox"/>         | <input type="checkbox"/>          | 1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.  |
| <input type="checkbox"/>         | <input type="checkbox"/>          | 2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).  |
| <input type="checkbox"/>         | <input type="checkbox"/>          | 3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.   |
| <input type="checkbox"/>         | <input type="checkbox"/>          | 4. At least one of the following three statements applies:<br>The sale or exchange is of the entire residence for \$250,000 or less.<br><div style="text-align: center;">or</div> I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> the gain on the sale or exchange of the entire residence is \$250,000 or less.<br>I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/>         | <input type="checkbox"/>          | 5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.  |
| True<br><input type="checkbox"/> | False<br><input type="checkbox"/> | N/A<br><input type="checkbox"/>  |
|                                  |                                   | 6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.  |

**Part III. Seller Certification**

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

County of Hidalgo

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Valde Guerra, Executive Officer

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION  
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

**INSTRUCTIONS FOR DISBURSEMENT OF  
SELLERS PROCEEDS**

Call when check is ready:

Seller(s) at home \_\_\_\_\_ work \_\_\_\_\_ cell \_\_\_\_\_

Realtor at \_\_\_\_\_

Other \_\_\_\_\_ at Phone No. \_\_\_\_\_

Mail check to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Express check to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Wire Transfer funds to:  
Name of Receiving Bank: \_\_\_\_\_  
ABA No.: \_\_\_\_\_  
Credit to the account of: \_\_\_\_\_  
Account No.: \_\_\_\_\_

Deposit into Acct. No. \_\_\_\_\_ (Deposit Slip Attached)

Make check payable to Seller's Attorney:  
\_\_\_\_\_, Trustee

County of Hidalgo

BY: \_\_\_\_\_  
Valde Guerra, Executive Officer

# TAX PRORATION AGREEMENT

GF No. 3162576

Date: \_\_\_\_\_, 2017

SELLER: County of Hidalgo

BUYER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

## Parcel 5:

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

## \*\*\*\*\*NO TAX PRORATIONS\*\*\*\*\*

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

**SELLER(S):**

\_\_\_\_\_  
County of Hidalgo, by Valde Guerra, Executive Officer

**PURCHASER(S):**

\_\_\_\_\_  
Hidalgo County Drainage No. 1, by  
Ramon Garcia, Chairman of the  
Board

STATE OF TEXAS  
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this \_\_\_\_ day of \_\_\_\_\_, by County of Hidalgo, by Valde Guerra, Executive Officer , to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

\_\_\_\_\_  
Notary's Printed Name  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Hidalgo County Drainage No. 1, by Ramon Garcia, Chairman of the Board , to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

\_\_\_\_\_  
Notary's Printed Name  
My Commission Expires: \_\_\_\_\_

**SELLER'S MAILING ADDRESS VERIFICATION FORM**

**\*\*THIS FORM MUST BE FILLED OUT COMPLETELY\*\***

GF No.: 0003162576

Seller Name(s): County of Hidalgo

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

\_\_\_\_\_  
Street Address (include Unit no. or Apt. no.)

\_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Phone Information

Seller One

Seller Two

Home No.: \_\_\_\_\_

\_\_\_\_\_

Business No.: \_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Social Security No.: \_\_\_\_\_

\_\_\_\_\_

Drivers License No.: \_\_\_\_\_

\_\_\_\_\_

County of Hidalgo

\_\_\_\_\_  
Date

**BUYER'S MAILING ADDRESS VERIFICATION FORM**

**\*\*THIS FORM MUST BE FILLED OUT COMPLETELY\*\***

GF No.: 0003162576

Borrower/Buyer Name(s): Hidalgo County Drainage No. 1

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

\_\_\_\_\_  
Street Address (include Unit no. or Apt. no.)

\_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: \_\_\_\_\_

\_\_\_\_\_

Business No.: \_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Social Security No.: \_\_\_\_\_

\_\_\_\_\_

Drivers License No.: \_\_\_\_\_

\_\_\_\_\_

Hidalgo County Drainage No. 1

By: \_\_\_\_\_  
JAIME SALINAS

\_\_\_\_\_  
Date

AI -60269

9.

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

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

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with Hidalgo County Drainage District No.1 Phase I Drainage Study.

FIRM NAME:	SCORE:	RANK:
B2Z ENGINEERING	97	
HALFF ASSOCIATES, INC	95	
S&B INFRASTRUCTURE, LTD	92	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No.1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, \_\_\_\_\_, for the provision of Hidalgo County Drainage District No.1 Phase I Drainage Study.

BACKGROUND

Fiscal Impact

Attachments

*No file(s) attached.*

**Form Review**

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/09/2017 05:10 PM
Form Started By: Jaime Salazar		Started On: 06/09/2017 02:13 PM

Final Approval Date: 06/09/2017

**AI -60214**

**10.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

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

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with "On-Call Professional Construction Materials Testing Services -Precinct No. 1 Projects".

<b>FIRM NAME:</b>	<b>SCORE (Points Average):</b>	<b>RANK:</b>
Terracon Consultants, Inc.	91.6	
Professional Engineering Services (PSI)	92.6	
Millennium Engineers Group, Inc.	96.6	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, \_\_\_\_\_, for the provision of "On-Call Professional Construction Materials Testing Services -Precinct No. 1 Projects".

BACKGROUND

Fiscal Impact

Attachments

Evaluation Grid

**Form Review**

**Inbox**

**Reviewed By**

**Date**

Final Approval

Monica Salinas

06/09/2017 05:10 PM

Form Started By: Moises Salazar  
Final Approval Date: 06/09/2017

Started On: 06/08/2017 10:46 AM



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

## RFQ -EVALUATION GRID

CONTRACT No. C-HCDD1-17-035- XX - XX

**PROJECT NAME:**

**“ON-CALL CONSTRUCTION MATERIALS TESTING -  
PRECINCT NO. 1 PROJECTS”**

EVALUATOR	FIRMS:		
	TERRACON CONSULTANTS, INC.	PROFESSIONAL ENGINEERING SERVICES (PSI)	MILLENNIUM ENGINEERS GROUP
<b>1</b>	92	94	97
<b>2</b>	92	90	97
<b>3</b>	91	94	96
<b>TOTAL POINTS:</b>	<b>275</b>	<b>278</b>	<b>290</b>
<b>POINTS AVERAGE</b>	<b>91.6</b>	<b>92.6</b>	<b>96.6</b>
<b>RANKING:</b>			

**AI -60216**

**11.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE  
DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

Request approval of Notice to Suspend Work to Castle Enterprises, LLC, related to Construction Contract No. C-HCDD1-17-007-04-18 -PCT 2 Minnesota-Cesar Chavez Area Drainage Improvements Project. Effective: 06/07/17.

BACKGROUND

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Fiscal Impact

Attachments

NTS

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Final Approval	Monica Salinas	06/09/2017 05:10 PM
Form Started By: Moises Salazar		Started On: 06/08/2017 11:22 AM
Final Approval Date: 06/09/2017		



<b>NOTICE TO SUSPEND, WORK ORDER</b>		OWNER: Hidalgo County Drainage District No. 1
		PROJECT NAME: "Hidalgo County Precinct No. 2 Minnesota-Cesar Chavez Area Drainage Improvements
		PROJECT CONTRACT #: C-HCDD1-17-007-04-18
ORDER NUMBER:	DATE ISSUED:	NAME AND ADDRESS OF CONTRACTOR: Castle Enterprises, LLC Attn: Linda Castillo, Owner 2210 Marro Rd Monte Allto, TX 78538
1	June 7, 2017	

**THIS IS YOUR NOTICE TO SUSPEND, WORK ON THE CONTRACT AS NOTED.**

**SUSPENSION OF WORK**

You are to suspend work for the following reason(s): Pending Drainage District to process an interlocal with the Irrigation District.

Effective close of business:

Type of Suspension  Total  Partial

No Charge will be made against contract time for period of suspension.

Full count of contract time will continue.

An equitable adjustment of contract time will be made for period of partial suspension upon resumption work.

The Contractor shall, effective immediately, cease to issue any further orders and/or subcontracts for materials or services of this Contract. The Contractor shall immediately comply with this order and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by this during the period of work stoppage.

**AI -60243**

**12.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

- A. Request approval to create one temporary Student Engineering Assistant position for the District's Engineering Department. Requirements for this slot is that they be UTRGV Junior or Senior level Civil Engineering students and will work for a period from June 13, through August 31, 2017 not to exceed 40 hours per week at the rate of \$15 per hour.
- B. Request approval to exempt this temporary position and allow the General Manager and Dr. Jungseok Ho, Assistant Professor & Associate Chair, Department of Civil Engineering, UTRGV to select the candidate.
- C. Request Budget Amendment from the General Fund to fund the above mentioned position in the amount of \$9,700 for salaries and fringes.

BACKGROUND

Fiscal Impact

Attachments

Budget Amendment

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Final Approval	Monica Salinas	06/09/2017 05:10 PM
Form Started By: Alvaro Chuc		Started On: 06/09/2017 09:29 AM
Final Approval Date: 06/09/2017		



**AI -60263**

**13.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Lora Briones

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

Approval to exercise District's option to terminate agreement under Article 3.4 (5) as stated in the current Agreement for Professional Engineering Services with R. Gutierrez Engineering Corporation for: "Alamo Expressway Drain/South Floodwater Channel", to include related Work Authorizations and Supplemental Agreements, with authorization to issue written notice of termination to R. Gutierrez Engineering Corporation, and for HCDD1 Engineer, Noe Saldivar, P.E., to assume the role as Project Manager for project closing procedures.

BACKGROUND

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Fiscal Impact

Attachments

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Final Approval	Monica Salinas	06/09/2017 05:10 PM
Form Started By: Moises Salazar		Started On: 06/09/2017 01:18 PM
Final Approval Date: 06/09/2017		

**AI -60215**

**14.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Claudette Guerrero

Submitted By: Claudette Guerrero,  
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

**2013 Bonds**

**Budget 320-Alamo Expressway Drain**

A. Request approval of Change Order No. 2 in the amount of \$748,715.78 to decrease and zero out construction contract HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain as per Agenda Item No. 58751 approved by Board on March 07, 2017.

B. Upon approval of Item A, request approval to issue payment for Payment Application No. 8 - Retainage Release to Texas Cordia Construction, LLC in the amount of \$8,086.06 pertaining to Construction Contract No. HCDD1-14-008-07-08-Pct.2 Alamo Expressway Drain.

Project Engineer: R. Gutierrez Engineering/ DOS Logistics  
Purchase Order: 625452

BACKGROUND

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Fiscal Impact

Attachments

AI#58751 BOD 03-07-17

Tx Cordia Termination Letter -Pct.2 Alamo Expwy Drain.

AI#60263-Authority for DD1 Engineers to Sign

TxCordia Pmt#8-Pct.2 Alamo Expwy Dr

CO#2-Pct.2 Alamo Expwy Dr

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**Form Review**

**Inbox**

**Reviewed By**

**Date**

Final Approval                      Monica Salinas  
Form Started By: Claudette Guerrero  
Final Approval Date: 06/09/2017

06/09/2017 05:10 PM  
Started On: 06/08/2017 10:51 AM

**AI -58751**

**8.**

**DRAINAGE DISTRICT**

Meeting Date: 03/07/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

Action for Hidalgo County Drainage District No.1 to exercise the issuance of written Notice of Termination to Texas Cordia Construction, LLC related to Contract No.: HCDD1-14-008-03-19 -Pct 2 Alamo Expressway Drain as provided in the Agreement, more specifically under the General Conditions 15.03 A and thus agree that only services/materials provided and expenses incurred prior the date of termination will be due and payable.

BACKGROUND

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Fiscal Impact

Attachments

*No file(s) attached.*

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**Form Review**

**Inbox**

**Reviewed By**

**Date**

Final Approval

Monica Badillo

03/03/2017 05:18 PM

Form Started By: Moises Salazar

Started On: 02/28/2017 04:57 PM

Final Approval Date: 03/03/2017



## HIDALGO COUNTY DRAINAGE DISTRICT No. 1

**RAUL E. SESIN, PE, CFM**

General Manager, Floodplain Administrator

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### BOARD OF DIRECTORS

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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

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March 27, 2017

Texas Cordia Construction, LLC  
Attn: Yara M. Corbitt, President  
3149-A Center Pointe Drive  
Edinburg, TX 78539

Re: Construction Contract for Project: "Pct. 2 – Alamo Expressway Drain" (HCDD1-14-008-07-08)

Dear Ms Corbitt,

Pursuant to action taken by the Hidalgo County Drainage District No. 1-Board of Directors, on March 7, 2017, let this letter serve as a formal Notice of Termination of the Construction Contract in connection to the project: "Pct. 2 -Alamo Expressway Drain (HCDD1-14-008-07-08)" awarded to Texas Cordia, LLC on July 8<sup>th</sup>, 2014.

Termination Notice is according to the Standard General Conditions Article 15.03.A of the agreement, which stipulates that this agreement may be terminated without cause.

Should you have any questions or need additional information, please do not hesitate to contact our office at (956) 292-7080.

Respectfully,  
Hidalgo County Drainage District No. 1

  
Raul E. Segin, P.E., CFM  
General Manager

**AI -60263**

**0.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Lora Briones

Submitted By: Moises Salazar,  
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

**CAPTION**

Approval to exercise District's option to terminate agreement under Article 3.4 (5) as stated in the current Agreement for Professional Engineering Services with R. Gutierrez Engineering Corporation for: "Alamo Expressway Drain/South Floodwater Channel", to include related Work Authorizations and Supplemental Agreements, with authorization to issue written notice of termination to R. Gutierrez Engineering Corporation, and for HCDD1 Engineer, Noe Saldivar, P.E., to assume the role as Project Manager for project closing procedures.

**BACKGROUND**

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Fiscal Impact

Attachments

*No file(s) attached.*

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**Form Review**

**Inbox**

**Reviewed By**

**Date**

Final Approval

Form Started By: Moises Salazar

Started On: 06/09/2017 01:18 PM

RECEIVED  
HIDALGO COUNTY  
DRAINAGE DISTRICT #1

JUN 08 2017

4:17 AM/PM

BY: *[Signature]*



APPLICATION FOR PAYMENT NO. 8 (Retainage)

To: Hidalgo County Drainage District No. 1 (OWNER)  
From: Texas Cordia Construction, LLC (CONTRACTOR)  
Contract: HCDD1-14-008-07-08  
Project: Pct. 2 Alamo Expressway Drain  
Owner's Contract No. HCDD1-14-008-07-08 Engineer's Project No. \_\_\_\_\_  
For Work accomplished through the date of: January 18, 2017

1. Original Contract Price:	\$	920,573.00
2. Net change by Change Order and Written Agreements(+or-):	\$	(690,614.00)
3. Current Contract Price (1 plus 2):	\$	229,959.00
4. Total completed and stored to date:	\$	229,959.00
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)	\$	229,959.00
7. Less previous Application for Payments:	\$	221,872.14
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	8,086.86

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.

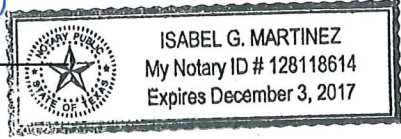
CONTRACTOR:

BY: Texas Cordia Construction, LLC

State of Texas  
County of Hidalgo  
Subscribed and sworn to before me this 8 day of June, 2017

*[Signature]*

Notary Public  
My Commission expires: December 3, 2017



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: 06/08/17

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

Texas Cordia Construction, LLC Contractor Name  
 Starting Date  
 Project Ending Date  
 Pct. 2 - Alamo Expressway Drain Engineers / County Project Description

No.	Description	Unit	Original Schedule Value			Revised Schedule Value			RFP 1 (MOH)			RFP 2 (MOH)			RFP 3 (MOH)	
			Rates	Quan	Dollars	Rates	Quan	Dollars	Revised Contract Value	MON 1 Quan	QTY to Date	Item Cost (Monthly)	MON 2 Quan	QTY to Date	Item Cost (Monthly)	MON 3 Quan
<b>BASE BID</b>																
1	EMBANKMENT (NATIVE MATERIAL)	CY	\$ 12.00	2145.00	\$ 25,740.00	\$ 12.00	-2145.0000	\$ (25,740.00)	\$ -		0.00	\$ -		0.00	-	0.00
2	EMBANKMENT (LEVEE GRADE FILL)	CY	\$ 18.00	910.00	\$ 16,380.00	\$ 18.00	-910.0000	\$ (16,380.00)	\$ -		0.00	\$ -		0.00	-	0.00
3	HYDROMULCH SEEDING (PERM)(WATERING INCLUDED)	SY	\$ 1.00	4000.00	\$ 4,000.00	\$ 1.00	-4000.0000	\$ (4,000.00)	\$ -		0.00	\$ -		0.00	-	0.00
4	CALICHE 6" (NEW)(COMPACTED IN PLACE)	CY	\$ 90.00	79.00	\$ 7,110.00	\$ 90.00	-79.0000	\$ (7,110.00)	\$ -		0.00	\$ -		0.00	-	0.00
5	CEMENT STABILIZED BACKFILL (2 SACKS/CY)	CY	\$ 150.00	430.00	\$ 64,500.00	\$ 150.00	-430.0000	\$ (64,500.00)	\$ -		0.00	\$ -		0.00	-	0.00
6	TRENCH EXCAVATION PROTECTION	LF	\$ 120.00	142.00	\$ 17,040.00	\$ 120.00	-142.0000	\$ (17,040.00)	\$ -		0.00	\$ -		0.00	-	0.00
7	REINFORCED CONCRETE WALL (PIPE SUPPORT)	CY	\$ 1,100.00	7.00	\$ 7,700.00	\$ 1,100.00	-7.0000	\$ (7,700.00)	\$ -		0.00	\$ -		0.00	-	0.00
8	CONCRETE RETAINING WALL	CY	\$ 600.00	26.00	\$ 15,600.00	\$ 600.00	-26.0000	\$ (15,600.00)	\$ -		0.00	\$ -		0.00	-	0.00
9	CONCRETE RIPRAP (6IN)	CY	\$ 300.00	79.00	\$ 23,700.00	\$ 300.00	-79.0000	\$ (23,700.00)	\$ -		0.00	\$ -		0.00	-	0.00
10	RIPRAP (COMMON STONE)(DRY)(6IN)	CY	\$ 100.00	395.00	\$ 39,500.00	\$ 100.00	-395.0000	\$ (39,500.00)	\$ -		0.00	\$ -		0.00	-	0.00
11	5X5' DUAL CONCRETE BOX (CAST IN PLACE)	LF	\$ 1,005.00	137.00	\$ 137,685.00	\$ 1,005.00	-137.0000	\$ (137,685.00)	\$ -		0.00	\$ -		0.00	-	0.00
12	CONCRETE WINGWALLS	EA	\$ 5,600.00	2.00	\$ 11,200.00	\$ 5,600.00	-2.0000	\$ (11,200.00)	\$ -		0.00	\$ -		0.00	-	0.00
13	CONCRETE HEADWALL (VARIES FROM 5' TO 11' HEIGHT)	LF	\$ 1,000.00	24.00	\$ 24,000.00	\$ 1,000.00	-24.0000	\$ (24,000.00)	\$ -		0.00	\$ -		0.00	-	0.00
14	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$ 4,000.00	3.00	\$ 12,000.00	\$ 4,000.00	-3.0000	\$ (12,000.00)	\$ -		0.00	\$ -		0.00	-	0.00
15	CHANNEL EXCAVATION	CY	\$ 9.00	5270.00	\$ 47,430.00	\$ 9.00	-5270.0000	\$ (47,430.00)	\$ -		0.00	\$ -		0.00	-	0.00
16	CONCRETE COLLAR (CAST IN PLACE)	EA	\$ 3,300.00	2.00	\$ 6,600.00	\$ 3,300.00	-2.0000	\$ (6,600.00)	\$ -		0.00	\$ -		0.00	-	0.00
17	CONSTRUCTION CONCRETE GATEWELL STR. W/SLUICE GATE (2), 5' REINFORCED CONCRETE PLATFORM, GRATE LATCH, LADDER & APPARATUS (CAST IN PLACE)	EA	\$ 111,000.00	1.00	\$ 111,000.00	\$ 111,000.00	-0.7235	\$ (83,094.00)	\$ 27,906.00		0.00	\$ -	2.00	2.00	27,906.00	2.00
18	18" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/12" MANIFOLD, CHECK VALVES & FITTINGS)	LF	\$ 400.00	60.00	\$ 24,000.00	\$ 400.00	-60.0000	\$ (24,000.00)	\$ -		0.00	\$ -		0.00	-	0.00
19	12" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/FITTINGS) SUCTION W/BLINDS & QUICK CONNECTORS	LF	\$ 300.00	65.00	\$ 19,500.00	\$ 300.00	-65.0000	\$ (19,500.00)	\$ -		0.00	\$ -		0.00	-	0.00
20	12' WIDE SWING ACCES GATES (COMPLETE IN PLACE)(PAINTED YELLOW W/OIL BASE PAINT)	EA	\$ 3,000.00	2.00	\$ 6,000.00	\$ 3,000.00	-2.0000	\$ (6,000.00)	\$ -		0.00	\$ -		0.00	-	0.00
21	CONSTRUCTION EXISTS (TY2)(INSTALL)(REMOVE)	SY	\$ 30.00	78.00	\$ 2,340.00	\$ 30.00	-78.0000	\$ (2,340.00)	\$ -		0.00	\$ -		0.00	-	0.00
22	TEMP SEDIMENT CONTROL FENCE	LF	\$ 4.00	1218.00	\$ 4,872.00	\$ 4.00	-1218.0000	\$ (4,872.00)	\$ -		0.00	\$ -		0.00	-	0.00
23	12" DIESEL PUMP W/(2)12"X20" FLEXIBLE HOSE W/QUICK CONNECTOR	EA	\$ 111,000.00	2.00	\$ 222,000.00	\$ 111,000.00	-0.6349	\$ (84,250.00)	\$ 137,750.00	2.00	2.00	\$ 100,000.00		2.00	-	2.00
24	60" X 56" CONCRETE SUCTION BOX (W/GRATES)	EA	\$ 18,000.00	1.00	\$ 18,000.00	\$ 18,000.00	-1.0000	\$ (18,000.00)	\$ -		0.00	\$ -		0.00	-	0.00
25	STRUCTURE EXCAVATION	CY	\$ 12.00	2223.00	\$ 26,676.00	\$ 12.00	-2223.0000	\$ (26,676.00)	\$ -		0.00	\$ -		0.00	-	0.00
26	CONTINGENCY PLAN (PRELIM. SOILS MAT'L TESTS)	LS	\$ 13,000.00	1.00	\$ 13,000.00				\$ 13,000.00		0.00	\$ -		0.00	-	0.00
27	CONTINGENCY PLAN (CONST. MAT'L TESTS)	LS	\$ 13,000.00	1.00	\$ 13,000.00	\$ 13,000.00	-1.0000	\$ (13,000.00)	\$ -		0.00	\$ -		0.00	-	0.00
<b>TOTAL BASE BID</b>					<b>\$ 920,573.00</b>			<b>\$ (741,917.00)</b>	<b>\$ 178,656.00</b>			<b>\$ 100,000.00</b>			<b>27,906.00</b>	
<b>CHANGE ORDER</b>																
01-01	7,000 LB CAPACITY DUAL AXEL TRAILER AND ELECTRIC BRADES FOR INSTALLATION OF EXISTING PA10A60 DIESEL PUMPS, INCLUDES PICKUP AND DELIVERY WITH INSTALLATION	EA	\$ 7,001.30	2.00	\$ 14,002.60	\$ 7,001.30	-0.0472	\$ (3,302.60)	\$ 10,700.00		0.00	\$ -		0.00	-	0.00
01-02	NEW SERIES 4000 WATERMAN 60X60 HEAVY DUTY CAST SLUICE GATES	EA	\$ 22,049.59	2.00	\$ 44,099.18	\$ 22,049.59	-0.1586	\$ (3,496.18)	\$ 40,603.00		0.00	\$ -		0.00	-	0.00
<b>TOTAL CHANGE ORDER</b>					<b>\$ 58,101.78</b>	June, 2017		<b>\$ (6,798.78)</b>	<b>\$ 51,303.00</b>			<b>\$ -</b>			<b>\$ -</b>	
<b>TOTAL AMOUNT REQUESTED BY TCC:</b>					<b>\$ 920,573.00</b>			<b>\$ (748,715.78)</b>	<b>\$ 229,959.00</b>			<b>\$ 100,000.00</b>			<b>\$ 27,906.00</b>	

Change Order 1  
 Change Order 2

ORIGINAL CONTRACT \$ 920,573.00  
 CHANGE TO DATE \$ (690,614.00)  
 CURRENT CONTRACT VALUE \$ 229,959.00



## Letter of Transmittal

Hidalgo County Drainage District No. 1  
 Attn: Raul E. Sesein, PE, CFM  
 HCDD 1 General Manager  
 902 N. Doolittle Rd.  
 Edinburg, Texas 78542

Date: 06/08/2017

**REF: HIDALGO COUNTY PCT NO. 2 - ALAMO EXPRESSWAY DRAIN**

**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 #8 (retainage)
1	Change Order #2
1	Contractor's Affidavit of Payment of Debits and Claims
1	Contractor's Affidavit of Release of Liens

**REMARKS:**

Mr. Sesein,

Per Claudettes request attached please find the revised Application for Payment #8, revised Change Order #2, Contractor's Affidavit of Payment of Debts and Claims and Contractor's Affidavit Release of Lien for the Hidalgo County Pct. #2 - Alamo Expressway Drain Project.

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

Thank you,

Isabel Martinez  
 Texas Cordia Construction, LLC

**RECEIVED**  
 HIDALGO COUNTY  
 DRAINAGE DISTRICT #1

JUN 08 2017

4:17 AM/PM

BY: *MP*

Received by: \_\_\_\_\_ Date: \_\_\_\_\_



**HIDALGO COUNTY  
DRAINAGE DISTRICT**

902 N. DOOLITTLE  
EDINBURG, TEXAS 78542

**Vendor Address:**  
TEXAS CORDIA CONSTRUCTION, LLC  
3149-A CENTER POINT DRIVE  
EDINBURG, TX 78539  
USA

**PURCHASE ORDER**

Date	Number
3/31/2017	625452-17

**Attention:** LORA BRIONES  
**Shipping Address:** 902 N. Doolittle  
Edinburg, TX 78542

**Shipping Method:**

**Comments**  
\*CARRY OVER\* ALAMO EXPRESSWAY DRAIN, CONTRACT NO. HCDD1-14-008-07-08 BOD 7/8/2014

625452-17

ID	Description	QTY	Unit Price	Total	Yr	Fund	Fn	Budget	GL	F1	F2
	CONTRACT NO. HCDD1-14-008-07-08	1.00	674,228.40	674,228.40	17	133	433	320	47330	000	000

Purchase Order Total: \$674,228.40

TEXAS CORDIA CONSTRUCTION, LLC

Authorized By:

625452-17









625452



**HCD11**  
**DRAINAGE DISTRICT**  
902 N. DOOLITTLE  
EDINBURG, TEXAS 78542

Date	8/27/2014
Number	625452

### PURCHASE ORDER

Attention:  
 Shipping Address: 902 N. Doolittle  
 Edinburg, TX 78542

PCT 2 ALAMO EXPRESSWAY DRAIN. CONTRUCTION  
 CONTRACT NO. HCDD1-14-008-07-08. APPROVED BY BOD  
 7-8-14.

USPS USES  
 1. DO NOT ADD TO ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.  
 2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.  
 3. INVOICE: THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ORIGINAL ORDER. THIS ORDER IS NOT VALID UNLESS THE ORIGINAL ORDER IS RECEIVED BY THE CUSTOMER. A COPY MAY BE ACCEPTED.  
 4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES REQUIRED FOR ALL ORDERS. CUSTOMER COPY MAY BE ACCEPTED.  
 5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

Item Code	Description	Est. Code	Dist. Code	Quantity	Unit Price	Total	Date Received
BID...	EMBANKMENT (NATIVE MATERIAL)	47330	320	2145.00	12.00	25,740.00	
BID...	EMBANKMENT (LEVEE GRADE FILL)	47330	320	910.00	18.00	16,380.00	
BID...	HYDROMULCH SEEDING PERM WA...	47330	320	1.00	4,000.00	4,000.00	
BID...	CALLICHE 6IN NEW COMPACTED ...	47330	320	79.00	90.00	7,110.00	
BID...	CEMENT STABILIZED BACKFILL...	47330	320	430.00	150.00	64,500.00	
BID...	TRENCH EXCAVATION PROTECTION	47330	320	142.00	120.00	17,040.00	
BID...	REINFORCED CONCRETE WALL -...	47330	320	7.00	1,100.00	7,700.00	
BID...	CONCRETE RETAINING WALL	47330	320	26.00	600.00	15,600.00	
BID...	CONCRETE RIPRAP (6IN)	47330	320	79.00	300.00	23,700.00	
BID...	RIPRAP (COMMON STONE) (DRY)...	47330	320	395.00	100.00	39,500.00	
BID...	5X5FT DUAL CONCRETE BOX-CA...	47330	320	137.00	1,005.00	137,685.00	
BID...	CONCRETE WINGWALLS	47330	320	2.00	5,600.00	11,200.00	
BID...	CONCRETE HEADWALL (VARIES ...)	47330	320	24.00	1,000.00	24,000.00	

Listing continues on next page.

Vendor Name TEXAS CORDIA CONSTRUCTION, LLC 8/27/2014 625452

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
BID ITEM 1	EMBANKMENT (NATIVE MATERIAL)	CY	2145.00	12.00	25,740.00
BID ITEM 2	EMBANKMENT (LEVEE GRADE FILL)	CY	910.00	18.00	16,380.00
BID ITEM 3	HYDROMULCH SEEDING PERM WATERING...	SY	1.00	4,000.00	4,000.00
BID ITEM 4	CALLICHE 6IN NEW COMPACTED IN PLACE	CY	79.00	90.00	7,110.00
BID ITEM 5	CEMENT STABILIZED BACKFILL-ZSACK...	CY	430.00	150.00	64,500.00
BID ITEM 6	TRENCH EXCAVATION PROTECTION	CY	142.00	120.00	17,040.00
BID ITEM 7	REINFORCED CONCRETE WALL - PIPE S...	CY	7.00	1,100.00	7,700.00
BID ITEM 8	CONCRETE RETAINING WALL	CY	26.00	600.00	15,600.00
BID ITEM 9	CONCRETE RIPRAP (6IN)	CY	79.00	300.00	23,700.00
BID ITEM 10	RIPRAP (COMMON STONE) (DRY) (6IN)	CY	395.00	100.00	39,500.00
BID ITEM 11	5X5FT DUAL CONCRETE BOX-CAST IN ...	LF	137.00	1,005.00	137,685.00
BID ITEM 12	CONCRETE WINGWALLS	EA	2.00	5,600.00	11,200.00

Listing continues on next page. 3/21/17 ENL-7401

Authorized By: *DA*

L.I.Q. \$ 74,200.00 | 894,833.00 | (820,573.00)

625452

Date	8/27/2014
Number	625452

### PURCHASE ORDER

Attention:

Vendor Address:  
 TEXAS CORDIA CONSTRUCTION, LLC  
 3149-A CENTER POINT DRIVE  
 EDINBURG, TX 78539  
 USA

Shipping Address:  
 902 N. Doolittle  
 Edinburg, TX 78542

PCT2 ALAMO EXPRESSWAY DRAIN, CONTRUCTION  
 CONTRACT NO. HCDD1-14-008-07-08, APPROVED BY BOD  
 7-8-14.

**VENDOR NOTES**  
 1. DO NOT ADD TO, ALTER THIS PURCHASE ORDER, THIS ORDER IS NOT RENEWABLE.  
 2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.  
 3. INVOICING: INVOICES MUST BE SUBMITTED WITHIN 15 DAYS OF THE MONTH END OF THE MONTH.  
 4. INVOICE EACH PURCHASE ORDER SINGLY, ORIGINAL INVOICES ARE REQUIRED, CUSTOMER COPY MAY BE ACCEPTED.  
 5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

Item Code	Description	GL Code	Dist. Code	Quantity	Unit Price	Total	Date Received
BID...	BARRICADES, SIGNS AND TRAF...	47330	320	3.00	4,000.00	12,000.00	
BID...	CHANNEL EXCAVATION	47330	320	5270.00	9.00	47,430.00	
BID...	CONCRETE COLLAR (CAST IN P...	47330	320	2.00	3,300.00	6,600.00	
BID...	CONSTRUCTION CONCRETE GATE...	47330	320	1.00	111,000.00	111,000.00	
BID...	18IN STEEL PIPE SCH 40 PAI...	47330	320	60.00	400.00	24,000.00	
BID...	12IN STEEL PIPE SCH 40PAIN...	47330	320	65.00	300.00	19,500.00	
BID...	12FT WIDE SWING ACCESS GAT...	47330	320	2.00	3,000.00	6,000.00	
BID...	CONSTRUCTION EXITS	47330	320	78.00	30.00	2,340.00	
BID...	TEMP SEDIMENT CONTROL FENCE	47330	320	4.00	1,218.00	4,872.00	
BID...	12IN DIESEL PUMP W/2-12INX...	47330	320	2.00	111,000.00	222,000.00	
BID...	6FTX5.6FT CONCRETE SUNCTIO...	47330	320	1.00	18,000.00	18,000.00	
BID...	STRUCTURE EXCAVATION	47330	320	2223.00	12.00	26,676.00	
BID...	CONTINGENCY PLAN-PRELIM SO...	47330	320	1.00	13,000.00	13,000.00	

Listing continues on next page.

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
BID ITEM 13	CONCRETE HEADWALL (VARIES FROM 5...	LF	24.00	1,000.00	24,000.00
BID ITEM 14	BARRICADES, SIGNS AND TRAFFIC HA...	MO	3.00	4,000.00	12,000.00
BID ITEM 15	CHANNEL EXCAVATION	CY	5270.00	9.00	47,430.00
BID ITEM 16	CONCRETE COLLAR (CAST IN PLACE)	EA	2.00	3,300.00	6,600.00
BID ITEM 17	CONSTRUCTION CONCRETE GATEWELL S...	EA	1.00	111,000.00	111,000.00
BID ITEM 18	18IN STEEL PIPE SCH 40 PAINTED (...)	LF	60.00	400.00	24,000.00
BID ITEM 18	12IN STEEL PIPE SCH 40PAINTED (O...	LF	65.00	300.00	19,500.00
BID ITEM 19	12FT WIDE SWING ACCESS GATES (CO...	EA	2.00	3,000.00	6,000.00
BID ITEM 20	CONSTRUCTION EXITS	SY	78.00	30.00	2,340.00
BID ITEM 21	TEMP SEDIMENT CONTROL FENCE	FL	4.00	1,218.00	4,872.00
BID ITEM 22	12IN DIESEL PUMP W/2-12INX20IN F...	EA	2.00	111,000.00	222,000.00
BID ITEM 23	6FTX5.6FT CONCRETE SUNCTION BOX ...	EA	1.00	18,000.00	18,000.00

Listing continues on next page.

Authorized By: *[Signature]*

625452



Date	Number
8/27/2014	625452

### PURCHASE ORDER

Attention:

Shipping Address: 902 N. Doolittle Edinburg, TX 78542

Shipping Method:

PCT 2 ALAMO EXPRESSWAY DRAIN. CONTRUCTION CONTRACT NO. HCDD1-14-008-07-08. APPROVED BY BOD 7-8-14.

TERMS/NOTES:  
 1. DO NOT ADD TO, ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.  
 2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.  
 3. PAYMENT: PAYMENT SHALL BE MADE TO THE VENDOR WITHIN 15 DAYS OF RECEIVING INVOICES.  
 4. INVOICE EACH PURCHASE ORDER SINGLY ORIGINAL INVOICE MUST BE ACCOMPANIED BY A PROFORMA INVOICE.  
 5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

Item Code	Description	GL Code	Dist. Code	Quantity	Unit Price	Total	Date Received
BID...	CONTINGENCY PLAN-CONSTR MA...	47330	320	1.00	13,000.00	13,000.00	

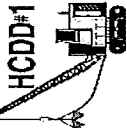
Purchase Order Total: \$920,573.00

Vendor Name TEXAS CORDIA CONSTRUCTION, LLC 8/27/2014 625452

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
BID ITEM 25	STRUCTURE EXCAVATION	CY	2223.00	12.00	26,676.00
BID ITEM 26	CONTINGENCY PLAN-PRELIM SOILS MA...	LS	1.00	13,000.00	13,000.00
BID ITEM 27	CONTINGENCY PLAN-CONSTR MAT'L TE...	LS	1.00	13,000.00	13,000.00

Purchase Order Total: \$920,573.00

Authorized By: *AA*



P.O. # 625452

Hidalgo County Drainage District #1  
902 N. Doolittle Rd.  
Edinburg, TX 78542  
Office#: (956) 292-7080  
Fax#: (956) 292-7089

**REQUISITION FORM**

DATE: 08.11.2014 REQUESTED BY: C. GARCIA  
UNIT#: P1.2 ALAMO BRIDGE PREPARED BY: J. SALAZAR  
VENDOR'S NAME: TEXAS COLOA CONSTRUCTION LLC  
PERSON CONTACTED: Maria Carbajal

QTY.	PARTS #	DESCRIPTION	UNIT PRICE	TOTAL
1		CONCRETE CURB	\$920,573.00	\$920,573.00
		ALAMO BRIDGE		

Approval By: [Signature] Date: 8/11/14  
TOTAL: \$920,573.00  
Send Projects Number, wait needs a Budget amendment From: Construction on info

IF over \$1,000.00 Please Attach 3 Quotes  
PARTS ORDERED BY: DATE: 07-08-2014  
PARTS RECEIVED BY: DATE: 14-133-433-320-47330  
COMMENTS: Approved by B.O.E. on 07-08-2014  
WARRANTY, IF APPLICABLE:

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT  
REF No. HCDD1-14-008-07-08

This Agreement, entered into this 8<sup>th</sup> day of July by and between Hidalgo County Drainage District No. 1 (hereinafter called the "OWNER," and, Texas Cordia Construction, LLC, (a Texas Corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"PCT. 2 - ALAMO EXPRESSWAY DRAIN"

Hereinafter called the project, for the sum of NINE HUNDRED TWENTY THOUSAND, FIVE HUNDRED SEVENTY THREE DOLLARS AND ZERO CENTS (\$ 920,573.00 ) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by DOS LOGISTICS INC., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 500 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY BOARD OF DIRECTORS ON, July 8, 2014.

CONTRACTOR: [Signature]  
Print Name & Title: Yara M. Corblit, President  
Name of Firm: Texas Cordia Construction, LLC  
Address: 3149-A Center Pointe Drive  
Edinburg, TX 78539  
Fed ID. #/SS #: 45-2590990

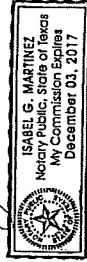
STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 24th day of July, 2014, by President Of and on behalf of Texas Cordia Construction, LLC (A corporation)

APPROVED AS TO FORM:  
Atiás, Hall & Rodriguez, L.L.P.  
818 Pecan  
McAllen, Texas 78502

BY: [Signature]

[Signature]  
Notary Public Signature



HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

Ramon Garcia  
Ramon Garcia, Chairman of the Board

APPROVED BY HIDALGO  
COUNTY DRAINAGE DISTRICT  
NO. 1 BOARD OF DIRECTORS  
ON: 7/8/14

**"Pct. 2 - Alamo Expressway Drain"**

BASE BID				
I	II	III	IV	V
BID ITEM	QTY & UNIT	DESCRIPTION	UNIT PRICE IN FIGURES	BID ITEM EXTENSION (QTY X UNIT PRICE IN FIGURES)
1	2,145 CY	EMBANKMENT (NATIVE MATERIAL)	12.00	25740.00
2	910 CY	EMBANKMENT (LEVEE GRADE FILL)	18.00	16380.00
3	4,000 SY	HYDROMULCH SEEDING (PERM/WATERING INCLUDED)	1.00	4000.00
4	79 CY	CALICHE 6" (NEW) (COMPACTED IN PLACE)	90.00	7110.00
5	430 CY	CEMENT STABILIZED BACKFILL (2 SACKS/CY)	150.00	64500.00
6	142 LF	TRENCH EXCAVATION PROTECTION	120.00	17040.00
7	7 CY	REINFORCED CONCRETE WALL (PIPE SUPPORT)	1100.00	7700.00
8	26 CY	CONCRETE RETAINING WALL	600.00	15600.00
9	79 CY	CONCRETE RIPRAP (6 IN)	300.00	23700.00
10	395 CY	RIPPRAP (COMMON STONE) (DRY) (6 IN)	100.00	39500.00
11	137 LF	5'X5' DUAL CONCRETE BOX (CAST IN PLACE)	1005.00	137685.00
12	2 EA	CONCRETE WINGWALLS	5600.00	11200.00
13	24 LF	CONCRETE HEADWALL (VARIES FROM 8' TO 11' HEIGHT)	1000.00	24000.00
14	3 MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	4000.00	12000.00
15	5,270 CY	CHANNEL EXCAVATION	9.00	47430.00
16	2 EA	CONCRETE COLLAR (CAST IN PLACE)	3300.00	6600.00
17	1 EA	CONSTRUCT CONCRETE GATEWELL STR. W/SLUICE GATE (2), 9" REINFORCED CONCRETE PLATFORM, GRATE LATCH, LADDER & APPARATUS (CAST IN PLACE)	111000.00	111000.00
18	60 LF	18" STEEL PIPE SCH 40 PAINTED (OIL BASE) (W/ 1/2" MANFOLD, CHECK VALVES & FITTINGS)	400.00	24000.00

18	65 LF	12" STEEL PIPE SCH 40 PAINTED OIL BASE (W/ FITTINGS) SUCTION W/BLINDS & QUICK CONNECTORS	300.00	19500.00
19	2 EA	12" WIDE SWING ACCESS GATES (COMPLETE IN PLACE) (PAINTED YELLOW W/OIL BASE PAINT)	3000.00	6000.00
20	78 SY	CONSTRUCTION EXITS (T2)(INSTALL)(REMOVE)	30.00	2340.00
21	1,218 LF	TEMP SEDIMENT CONTROL FENCE	4.00	4872.00
22	2 EA	12" DIESEL PUMP W/ (12" X 20" FLEXIBLE HOSE W/ QUICK CONNECTOR	111000.00	222000.00
23	1 EA	60" X 56" CONCRETE SUNCTION BOX (W/ GRATES)	18000.00	18000.00
25	2,223 CY	STRUCTURE EXCAVATION	12.00	26676.00
26	1 LS	CONTINGENCY PLAN (PRELIM. SOILS MAT'L TESTS)	13000.00	13000.00
27	1 LS	CONTINGENCY PLAN (CONST. MAT'L TESTS)	13000.00	13000.00

TOTAL BASE BID AMOUNT

Pct. 2 - Alamo Expressway Drain

NINE HUNDRED TWENTY THOUSAND,  
FIVE HUNDRED SEVENTY THREE Dollars and  
ZERO Cents \$ 920,573.00

Total Base Bid Amount

(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)

**CONTINUATION OF BID PAGE**

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 90 calendar days as provided in Article 18 of the General Conditions of this Agreement

Enclosed with this Proposal is a Cashier's check or Certified Check for \_\_\_\_\_ Dollars (\_\_\_\_\_) or a Bid Bond in the Sum of 5% GAB Dollars (5% GAB), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1 <u>5/22/14</u>	<u>[Signature]</u>	#2 <u>6/16/14</u>	<u>[Signature]</u>
#3 _____	_____	#4 _____	_____

Respectfully submitted,

\_\_\_\_\_  
 Name of Firm  
Texas Corelia Construction, LLC  
 By: [Signature]  
 Signature Date 7/24/14  
 \_\_\_\_\_  
 President  
 Title

\_\_\_\_\_  
 3149-A Center Pointe Dr  
 Address  
 \_\_\_\_\_  
 Edinburg, TX 78539

\_\_\_\_\_  
 (956) 627-6181  
 Telephone Number

**THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.**

(Seal, if Bid is by a Corporation)

Attest: \_\_\_\_\_

July 8, 2014

UNANIMOUS vote of approval.

Vote : 4 - 0 Unanimously

At this point Commissioner Joseph Palacios returned to the meeting.

B.) Requesting approval of Work Authorization No. 4 with R. Gutierrez Engineering Corp. in the amount of \$96,853.00 as it relates to Engineering Services, Preliminary Project Planning & Development, Design for the development of plans, specifications and estimate for the proposed new drainage ditch that will provide drainage relief to areas within the City of Hidalgo lying between Coma Dr. and Dicker Road and between 10th street and 23rd street.

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote : 5 - 0 Unanimously

C.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all specified requirements for RFB No.: HCDD1-14-008-03-19 "Pct. 2 - Alamo Expressway Drain" Texas Cordia Construction, LLC \$920,573.00.  
On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

*Check as per  
Notes - contract #  
Advertiser can  
Quarry - 5/31/17  
JGC*

Vote: 5 - 0 Unanimously

D.) Requesting approval of Work Authorization No. 15 with Teds Infrastructure Group, Inc. in the amount of \$200,000.00 as it relates to Preliminary Engineering Report, Preliminary Field Surveying Services & Phase I Environmental & Public Involvement Services for Pct. 1 - Ditch 23.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 Unanimously

7.

**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**



# 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: 6/8/2017

Engineer/Firm Name: Texas Cordia Construction

Project Name/Number: Hidalgo County PCT. 2 - Alamo Expressway Drain

Invoice No.: App. For Payment No. 8 (Retainage)

Invoice Date: 6/8/2017

Due Date: 7/8/2017

Purchase Order No.: 625452-17

Amount: \$8,086.86

Total # of Pages Submitted: 2

Attachments:  CD  USB  Plans Other: \_\_\_\_\_

Engineering:  Construction:

Received By: Maria Perez

### Forwarded to:

Nora D. Cavazos *NDC* Date: 6-9-17

Esther Layton \_\_\_\_\_ Date: \_\_\_\_\_

Claudette Guerrero *CG* Date: 6/9/17 2:03 pm.

Jose N. Saldivar \_\_\_\_\_ Date: \_\_\_\_\_

Lora Briones \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AI -60263

0.

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Lora Briones

Submitted By: Moises Salazar,  
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

---

Information

CAPTION

Approval to exercise District's option to terminate agreement under Article 3.4 (5) as stated in the current Agreement for Professional Engineering Services with R. Gutierrez Engineering Corporation for: "Alamo Expressway Drain/South Floodwater Channel", to include related Work Authorizations and Supplemental Agreements, with authorization to issue written notice of termination to R. Gutierrez Engineering Corporation, and for HCDD1 Engineer, Noe Saldivar, P.E., to assume the role as Project Manager for project closing procedures.

BACKGROUND

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Fiscal Impact

Attachments

*No file(s) attached.*

---

**Form Review**

**Inbox**

**Reviewed By**

**Date**

Final Approval

Form Started By: Moises Salazar

Started On: 06/09/2017 01:18 PM

JUN 08 2017

4:17 AM PM

BY: *MJP*



CHANGE ORDER NO. 2

PROJECT: Hidalgo County Pct. 2 - Alamo Expressway Drain (HCDD1-14-008-07-08)

DATE OF ISSUANCE: April 7, 2017 EFFECTIVE DATE: April 7, 2017

OWNER: Hidalgo County Drainage District No. 1  
OWNER's Contract No. HCDD1-14-008-07-08

CONTRACTOR: Texas Cordia Construction, LLC ENGINEER: DOS Logistic  
3149-A Center Point Dr 1002 E. Expressway 83  
Edinburg TX 78539 Weslaco, Texas 78596

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

- Description:
  1. Credit
  - 2.
  - 3.
  - 4.

- Reason for Change Order:
  1. Termination of Contract
  - 2.
  - 3.

Attachments: Change Order 2 tabulations

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price \$ 920,573.00		Original Contract Time for Substantial Completion: <u>120</u> calendar days or dates
Net Changes from previous Change Order \$ 58,101.78		Net change from previous Change Orders calendar days
Contract Price prior to this Change Order \$ 978,674.78		Contract Time prior to this Change Order Substantial Completion: <u>120</u> calendar days or dates
Net Increase (decrease) of this Change Order \$ (748,715.78)		Net Increase (decrease) of this Change Order calendar days
Contract Price with all approved Change Orders \$ 229,959.00	Net % increase (decrease) from original contract price. (75.02) %	Contract Time with all approved Change Orders Substantial Completion: <u>120</u> calendar days or dates

RECOMMENDED:  
By: *[Signature]*  
Engineer (Authorized Signature)

APPROVED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)

ACCEPTED:  
By: *[Signature]*  
Contractor (Authorized Signature)

Date: 06/08/17

Date: \_\_\_\_\_

Date: 06/08/17

**CHANGE ORDER NO. 2 TABULATION**  
**'Hidalgo County Pct. 2 - Alamo Expressway Drain (HCDD1-14-008-07-08)**

Item No.	Item Description	Unit	Original Unit Price	Original Plan QTY	Original Contract Amount	Revised Unit Price	Revised Plan QTY	Revised Contract Amount
<b>BASE BID</b>								
0001	EMBANKMENT (NATIVE MATERIAL)	CY	\$ 12.00	2145.00	\$ 25,740.00		-2145.0000	\$ (25,740.00)
0002	EMBANKMENT (LEVEE GRADE FILL)	CY	\$ 18.00	910.00	\$ 16,380.00		-910.0000	\$ (16,380.00)
0003	HYDROMULCH SEEDING (PERM)(WATERING INCLUDED)	SY	\$ 1.00	4000.00	\$ 4,000.00		-4000.0000	\$ (4,000.00)
0004	CALICHE 6" (NEW)(COMPACTED IN PLACE)	CY	\$ 90.00	79.00	\$ 7,110.00		-79.0000	\$ (7,110.00)
0005	CEMENT STABILIZED BACKFILL (2 SACKS/CY)	CY	\$ 150.00	430.00	\$ 64,500.00		-430.0000	\$ (64,500.00)
0006	TREENCH EXCAVATION PROTECTION	LF	\$ 120.00	142.00	\$ 17,040.00		-142.0000	\$ (17,040.00)
0007	REINFORCED CONCRETE WALL (PIPE SUPPORT)	CY	\$ 1,100.00	7.00	\$ 7,700.00		-7.0000	\$ (7,700.00)
0008	CONCRETE RETAINING WALL	CY	\$ 600.00	26.00	\$ 15,600.00		-26.0000	\$ (15,600.00)
0009	CONCRETE RIPRAP (6IN)	CY	\$ 300.00	79.00	\$ 23,700.00		-79.0000	\$ (23,700.00)
0010	RIPRAP (COMMON STONE)(DRY)(6IN)	CY	\$ 100.00	395.00	\$ 39,500.00		-395.0000	\$ (39,500.00)
0011	5'X5' DUAL CONCRETE BOX (CAST IN PLACE)	LF	\$ 1,005.00	137.00	\$ 137,685.00		-137.0000	\$ (137,685.00)
0012	CONCRETE WINGWALLS	EA	\$ 5,600.00	2.00	\$ 11,200.00		-2.0000	\$ (11,200.00)
0013	CONCRETE HEADWALL (VARIES FROM 5' TO 11' HEIGHT)	LF	\$ 1,000.00	24.00	\$ 24,000.00		-24.0000	\$ (24,000.00)
0014	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$ 4,000.00	3.00	\$ 12,000.00		-3.0000	\$ (12,000.00)
0015	CHANNEL EXCAVATION	CY	\$ 9.00	5270.00	\$ 47,430.00		-5270.0000	\$ (47,430.00)
0016	CONCRETE COLLAR (CAST IN PLACE)	EA	\$ 3,300.00	2.00	\$ 6,600.00		-2.0000	\$ (6,600.00)
0017	CONSTRUCTION CONCRETE GATEWELL STR. W/SLUICE GATE (2), 5" REINFORCED CONCRETE PLATFORM, GRATE LATCH, LADDER & APPARATUS (CAST IN PLACE)	EA	\$ 111,000.00	1.00	\$ 111,000.00		-0.7235	\$ (83,094.00)
0018	18" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/12" MANIFOLD, CHECK VALVES & FITTINGS)	LF	\$ 400.00	60.00	\$ 24,000.00		-60.0000	\$ (24,000.00)
0019	12" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/FITTINGS) SUCTION W/BLINDS & QUICK CONNECTORS	LF	\$ 300.00	65.00	\$ 19,500.00		-65.0000	\$ (19,500.00)
0020	12' WIDE SWING ACCES GATES (COMPLETE IN PLACE)(PAINTED YELLOW W/OIL BASE PAINT)	EA	\$ 3,000.00	2.00	\$ 6,000.00		-2.0000	\$ (6,000.00)
0021	CONSTRUCTION EXISTS (TY2)(INSTALL)(REMOVE)	SY	\$ 30.00	78.00	\$ 2,340.00		-78.0000	\$ (2,340.00)
0022	TEMP SEDIMENT CONTROL FENCE	LF	\$ 4.00	1218.00	\$ 4,872.00		-1218.0000	\$ (4,872.00)
0023	12" DIESEL PUMP W/(2)12"X20' FLEXIBLE HOSE W/QUICK CONNECTOR	EA	\$ 111,000.00	2.00	\$ 222,000.00		-0.6349	\$ (84,250.00)
0024	6'0" X 5'6" CONCRETE SUNCTION BOX (W/GRATES)	EA	\$ 18,000.00	1.00	\$ 18,000.00		-1.0000	\$ (18,000.00)
0025	STRUCTURE EXCAVATION	CY	\$ 12.00	2223.00	\$ 26,676.00		-2223.0000	\$ (26,676.00)
0026	CONTINGENCY PLAN (PRELIM. SOILS MAT'L TESTS)	LS	\$ 13,000.00	1.00	\$ 13,000.00			\$ -
0027	CONTINGENCY PLAN (CONST. MAT'L TESTS)	LS	\$ 13,000.00	1.00	\$ 13,000.00		-1.0000	\$ (13,000.00)
<b>SUBTOTAL BASE BID</b>					<b>\$ 920,573.00</b>			<b>\$ (741,917.00)</b>

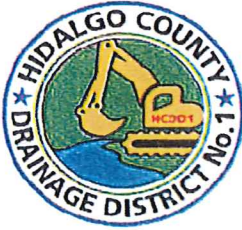
**CHANGE ORDER 1**

**CHANGE ORDER NO. 2 TABULATION**

**'Hidalgo County Pct. 2 - Alamo Expressway Drain (HCDD1-14-008-07-08)**

Item No.	Item Description	Unit	Original Unit Price	Original Plan QTY	Original Contract Amount	Revised Unit Price	Revised Plan QTY	Revised Contract Amount
A.	7,000 LB CAPACITY DUAL AXEL TRAILER AND ELECTRIC BRADES FOR INSTALLATION OF EXISTING PA10A60 DIESEL PUMPS, INCLUDES PICKUP AND DELIVERY WITH INSTALLATION	EA	\$ 7,001.30	2.00	\$ 14,002.60		-0.0472	\$ (3,302.60)
B.	NEW SERIES 4000 WATERMAN 60X60 HEAVY DUTY CAST SLUICE GATES	EA	\$ 22,049.59	2.00	\$ 44,099.18		-0.1586	\$ (3,496.18)
<b>SUBTOTAL CHANGE ORDER #1</b>					<b>\$ 58,101.78</b>			<b>\$ (6,798.78)</b>
<b>SUBTOTALS PAGE 2</b>					<b>\$ 978,674.78</b>			<b>\$ (748,715.78)</b>

<b>ORIGINAL CONTRACT</b>	<b>\$ 920,573.00</b>
<b>CHANGE ORDER 1</b>	<b>\$ 58,101.78</b>
<b>CHANGE ORDER 2</b>	<b>\$ (748,715.78)</b>
<b>TOTAL CONTRACT AMOUNT TO DATE</b>	<b>\$ 229,959.00</b>



### Contractor's Affidavit of Release of Liens

<b>PROJECT:</b>	<u>Pct. 2-Alamo Expressway Drain</u>	<b>PROJECT NO.</b>	
<b>OWNER:</b>	<u>Hidalgo County Drainage District No. 1</u>		<u>1-14-008-07-08</u>
<b>CONTRACTOR:</b>	<u>Texas Cordia Construction, LLC</u>		
<b>ENGINEER:</b>	<u>Dos Logistic, LLC</u>		

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

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

**CONTRACTOR**

By *[Signature]*  
Title CEO

Subscribed and sworn to before me this 8 day of June, 2017

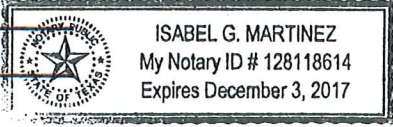
Notary Public: *[Signature]*

My Commission Expires: 12/03/17

ISABEL G. MARTINEZ  
My Notary ID # 128118614  
Expires December 3, 2017



CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

<b>PROJECT:</b>	<u>Pct. 2-Alamo Expressway Drain</u>	<b>PROJECT NO.</b>	<u>1-14-008-07-08</u>
<b>OWNER:</b>	<u>Hidalgo County Drainage District 1</u>		
<b>CONTRACTOR:</b>	<u>Texas Cordia Construction, LLC</u>		
<b>ENGINEER:</b>	<u>Dos Logistic, Inc.</u>		
<p>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.</p>			
<p><b>EXCEPTIONS:</b> (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.) NONE</p>			
<b>CONTRACTOR</b>			
By	<u><i>[Signature]</i></u>		
Title	<u>CEO</u>		
Subscribed and sworn to before me this	<u>8</u>	day of	<u>June, 2017</u>
Notary Public:	<u><i>[Signature]</i></u>		
My Commission Expires:	<u>12/03/2017</u>		
			



## Letter of Transmittal

Hidalgo County Drainage District No. 1  
 Attn: Raul E. Sestin, PE, CFM  
 HCDD 1 General Manager  
 902 N. Doolittle Rd.  
 Edinburg, Texas 78542

Date: 06/08/2017

**REF: HIDALGO COUNTY PCT NO. 2 - ALAMO EXPRESSWAY DRAIN**

**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 #8 (retainage)
1	Change Order #2
1	Contractor's Affidavit of Payment of Debits and Claims
1	Contractor's Affidavit of Release of Liens

**REMARKS:**

Mr. Sestin,

Per Claudettes request attached please find the revised Application for Payment #8, revised Change Order #2, Contractor's Affidavit of Payment of Debts and Claims and Contractor's Affidavit Release of Lien for the Hidalgo County Pct. #2 - Alamo Expressway Drain Project.

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

Thank you,

Isabel Martinez  
 Texas Cordia Construction, LLC

RECEIVED  
 HIDALGO COUNTY  
 DRAINAGE DISTRICT #1

JUN 08 2017  
 4:17 AM / PM  
 BY: *MD*

Received by: \_\_\_\_\_ Date: \_\_\_\_\_



# 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: 6/8/2017

Engineer/Firm Name: Texas Cordia Construction

Project Name/Number: Hidalgo County PCT. 2 - Alamo Expressway Drain

Invoice No.: Change Order No. 2

Invoice Date: N/A

Due Date: N/A

Purchase Order No.: N/A

Amount: -\$748,715.78

Total # of Pages Submitted: 5

Attachments:  CD  USB  Plans Other: \_\_\_\_\_

Engineering:  Construction:

Received By: Maria Perez

### Forwarded to:

Nora D. Cavazos *NDC* Date: 6-9-17

Esther Layton \_\_\_\_\_ Date: \_\_\_\_\_

Claudette Guerrero *CG* Date: 6/9/17 2:04pm

Jose N. Saldivar \_\_\_\_\_ Date: \_\_\_\_\_

Lora Briones \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments: HCDD1-14-008-07-08

AI -60263

0.

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Lora Briones

Submitted By: Moises Salazar,  
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

Approval to exercise District's option to terminate agreement under Article 3.4 (5) as stated in the current Agreement for Professional Engineering Services with R. Gutierrez Engineering Corporation for: "Alamo Expressway Drain/South Floodwater Channel", to include related Work Authorizations and Supplemental Agreements, with authorization to issue written notice of termination to R. Gutierrez Engineering Corporation, and for HCDD1 Engineer, Noe Saldivar, P.E., to assume the role as Project Manager for project closing procedures.

BACKGROUND

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Fiscal Impact

Attachments

*No file(s) attached.*

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**Form Review**

**Inbox**

**Reviewed By**

**Date**

Final Approval

Form Started By: Moises Salazar

Started On: 06/09/2017 01:18 PM

**AI -60262**

**15.**

**DRAINAGE DISTRICT**

Meeting Date: 06/13/2017

Submitted For: Claudette Guerrero

Submitted By: Claudette Guerrero,  
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

**2013 Bonds**

**Budget 300-J09 Drain Improvements**

Request approval to issue payment for Application for Payment No. 6 in the amount of \$73,093.86 to Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-16-006-04-26 J09 Drain Improvements Ph.2 from Rio Grande Care Road to North Main Drain.

Project Engineer: Jose A. Sanchez, P.E., Tedsi Infrastructure Group.

Purchase Order: 629475

BACKGROUND

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Fiscal Impact

Attachments

pay request

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Final Approval	Monica Salinas	06/09/2017 05:10 PM
Form Started By: Claudette Guerrero		Started On: 06/09/2017 01:14 PM
Final Approval Date: 06/09/2017		



# 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: 5/5/2017

Engineer/Firm Name: TEDSITexas Cordia Construction, LLC Infrastructure Group

Project Name/Number: J-09 Drain Improv. Phase II, Rio Grande Care to N. Main Drain

Invoice No.: App. For Payment No. 6

Invoice Date: 5/4/2017

Due Date: 6/4/2017

Purchase Order No.: 629475-17

Amount: \$73,093.86

Total # of Pages Submitted: 36

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPLICATION FOR PAYMENT NO. 6

RECEIVED  
HIDALGO COUNTY  
DRAINAGE DISTRICT #1

MAY 05 2017

8:44 AM PM

BY: [Signature]

To: Hidalgo County Drainage District No. 1 (OWNER)  
From: Texas Cordia Construction, LLC (CONTRACTOR)  
Contract: HCDD1-16-006-04-26  
Project: J-09 Drain Improvements Phase II Construction Rio Grande Care Rd to North Main Drain  
Owner's Contract No. HCDD1-16-006-04-26 Engineer's Project No. \_\_\_\_\_  
For Work accomplished through the date of: January 25, 2017

1. Original Contract Price:	\$	615,970.00
2. Net change by Change Order and Written Agreements(+or-):	\$	128,347.40
3. Current Contract Price (1 plus 2):	\$	744,317.40
4. Total completed and stored to date:	\$	744,317.40
5. Retainage (per Agreement):		
10% of completed Work:	\$	74,431.74
10% of stored material:	\$	-
Total Retainage:	\$	74,431.74
6. Total completed and stored to date less retainage (4 minus 5)	\$	669,885.66
7. Less previous Application for Payments:	\$	596,791.80
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	73,093.86

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 [Signature]

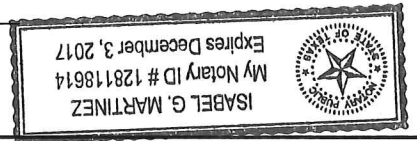
State of Texas

County of Hidalgo

Subscribed and sworn to before me this 28 day of April, 2017

Notary Public [Signature]

My Commission expires: 12/3/17



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 \$ 73,093.86

(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: 05/04/2017

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



**Contract Time Statement**

Pay Request 6 Contractor: Texas Cordia Construction, LCC  
 Project No. HCDD1-16-006-04 City: Edinburg, TX Date: 05/03/17  
 Time Computed From: 07/06/16 Date Work Completed: \_\_\_\_\_

Month	Date or Days	Working Days	Days Credited	Description
				NTP ISSUED 06/27/16
AP1				First work day 10 days later = 07-06-2016
July	6-28	23		
AP2				
July	29-31	3		
Aug	1-26	26	1	Rain Day Too Wet to Work (Aug 16)
AP3				
Aug	27-31	5	1	Rain Day Too Wet to Work (Aug 31)
Sept	1-30	30	5	Rain Day Too Wet to Work (Sept 3, 4, 5, 22, 26)
AP4				
Oct	1-28	28	1	Rain Day Too Wet to Work (Oct 21)
AP5				
Oct	29-31	3		
Nov	1-8	8	1	Rain Day Too Wet to Work (Nov 8)
Nov	9-30	22		
Dec	1-22	22		
Dec	23-28	6		
AP6				
Dec	29-31	3		
Jan	1-25	25	1	Rain Day Too Wet to Work (Jan 19)
Totals				

No. of Contract Calendar Days: 311 No. of Calendar Days Charged To Date: 194  
 Assessed Liquidated Damages: No. Days 0 Per Day \$ \$150.00 Total \$ \_\_\_\_\_  
 Certified As Correct (One Copy Has Been Given To The Contractor) \_\_\_\_\_  
 Project Engineer [Signature]

**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.



Texas Cordia Construction, LLC

Contractor Name

Application No.: 6

7/7/2016

Starting Date

Application Date: 4/28/2017

12/18/2016

Project Ending Date

Period To: 1/25/2017

J-09 Drain Improvements Phase II Construction Rio Grande Care Rd to North Main Drain

Engineer's / County Project Description

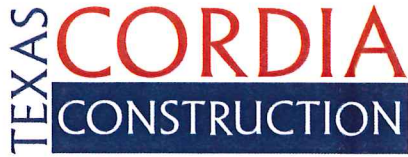
Engineer's / County Project No.: HCDD1-16-006-04-26

Item No.	Description	Unit	Original Schedule Value			Revised Schedule Value			Material			RFP 1			RFP 2			RFP 3			RFP 4			RFP 5			RFP 6			Total to Date		Balance To Finish			
			Rates	Quan	Dollars	Rates	Quan	Dollars	QTY to Date	Item Cost	Item Cost (Total)	MON 1 Quan	QTY to Date	Item Cost (Monthly)	MON 2 Quan	QTY to Date	Item Cost (Monthly)	MON 3 Quan	QTY to Date	Item Cost (Monthly)	MON 4 Quan	QTY to Date	Item Cost (Monthly)	MON 5 Quan	QTY to Date	Item Cost (Monthly)	MON 6 Quan	QTY to Date	Item Cost (Monthly)	Quan	Dollars	Quan	Dollars		
<b>CHANGE ORDRE NO. 3</b>																																			
1	30" RUBBER GASKET RCP CLASS III	LF				\$ 86.00	8.00	\$ 688.00				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	8.00	8.00	\$ 688.00	\$ 688.00	-	\$ -	
2	8" CONCRETE WING WALL	LS				\$ 28,500.00	1.00	\$ 28,500.00				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.40	\$ 11,400.00	0.60	1.00	\$ 17,100.00	\$ 28,500.00	-	\$ -				
3	CUT & RESTORE PAV	SY				\$ 55.00	-168.00	\$ (9,240.00)				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	-168.00	-168.00	\$ (9,240.00)	\$ (9,240.00)	-	\$ -	
4	RC PIPE (CL III)(24 IN)(SPL)	LF				\$ 51.30	-8.00	\$ (410.40)				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	-8.00	-8.00	\$ (410.40)	\$ (410.40)	-	\$ -	
5	CONCRETE WALL	CY				\$ 660.00	-4.00	\$ (2,640.00)				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	-4.00	-4.00	\$ (2,640.00)	\$ (2,640.00)	-	\$ -	
6	IRRIGATION SIPHON - 18" TO 36" DIAMETER	EA				\$ 5,000.00	-1.00	\$ (5,000.00)				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	-1.00	-1.00	\$ (5,000.00)	\$ (5,000.00)	-	\$ -	
7	CONCRETE BOLLARDS	EA				\$ 1,400.00	-3.148	\$ (4,407.20)				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	-3.148	-3.148	\$ (4,407.20)	\$ (4,407.20)	-	\$ -	
SUBTOTAL CHANGE ORDER NO. 3								\$ 7,490.40																											
<b>CHANGE ORDRE NO. 4</b>																																			
351000	EXCAVATION (CHANNEL)	CY				\$ 3.50	-4276.00	\$ (14,966.00)				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	-4,276.00	-4,276.00	\$ (14,966.00)	\$ (14,966.00)	-	\$ -	
SUBTOTAL CHANGE ORDER NO. 4								\$ (14,966.00)																											
TOTAL AMOUNTS:						\$ 615,970.00		\$ 128,347.40			\$ -		\$ 210,026.00		\$ 176,802.00			\$ 100,240.00			\$ 143,850.00			\$ 32,184.00			\$ 81,215.40	\$ 744,317.40		\$ -					

ORIGINAL CONTRACT	\$ 615,970.00
CHANGE TO DATE	\$ 128,347.40
CURRENT CONTRACT VALUE	\$ 744,317.40

TOTAL TO DATE	\$ 744,317.40
TOTAL MATERIAL TO DATE	\$ -
TOTAL COMPLETE AND STORE TO DATE	\$ 744,317.40
LESS RETAINAGE	\$ 74,431.74
NET AMOUNT EARNED TO DATE	\$ 669,885.66
PREVIOUS PAYMENTS	\$ 596,791.80
NET AMOUNT EARNED THIS PERIOD	\$ 73,093.86





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

April 28, 2017

TEDSI Infrastructure Group Inc.  
Jose A. Sanchez, P.E.  
Project Manager  
1201 E. Expressway 83  
Mission TX 78572

RE: Contract No. HCDD1-16-006-04-26  
J-09 Drain Improvements Phase II Construction Rio Grande Care Rd

Dear Mr. Sanchez:

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 (Supplier)
- Alamo Concrete (Supplier)
- HD Supply Waterworks (Supplier)
- Rio Valley Pipe (Supplier)
- Exterior Designs (Subcontractor)

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

Thank you,

A handwritten signature in blue ink, appearing to be "Jose A. Sanchez".

Texas Cordia Construction



**PARTIAL/FINAL WAIVER OF LIEN**

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Texas Cordia Construction, LLC  
to furnish Material

in connection with certain improvements to real property located in Edinburg, Hidalgo  
County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Which improvements are described as follows:

HCDD1-16-006-04-26 / J-09 Drain Improvements Phase II Construction Rio Grande Care Road

In consideration of Pay Estimate No 4 in the amount of Two Hundred Seven dollars  
and zero cents DOLLAR(\$ 207.00) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

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

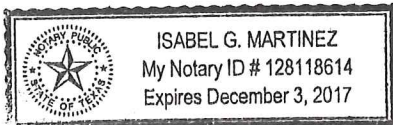
NAME: Upper Valley Material, LLC  
**CONTRACTOR**

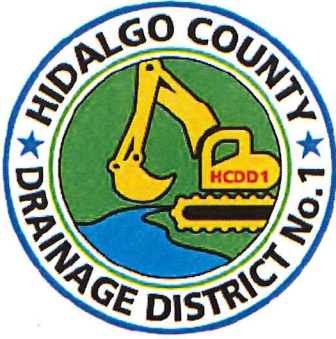
BY: Edgar M. M... / CREDIT MANAGER  
**TITLE**

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 8 day of March 2017 to  
certify which witness my hand and seal of office.

[Signature]  
**NOTARY PUBLIC** in and for the State of Texas

My Commission Expires: 12/31/17





**PARTIAL/FINAL WAIVER OF LIEN**

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Texas Cordia Construction, LLC  
to furnish Material

in connection with certain improvements to real property located in Edinburg, Hidalgo  
County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Which improvements are described as follows:

HCDD1-16-006-04-26 / J-09 Drain Improvements Phase II Construction Rio Grande Care Road

In consideration of Pay Estimate No 2 in the amount of One Hundred Four & 52/100  
DOLLAR(\$ \$104.52) and other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

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

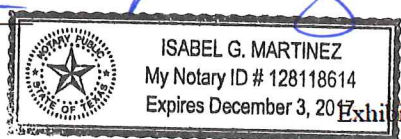
NAME: Upper Valley Material, LLC  
CONTRACTOR

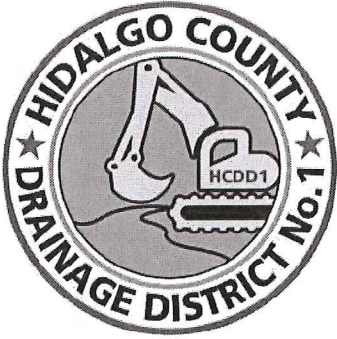
BY: [Signature]  
TITLE DORIAN MORALES

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 21 day of February 2017 to  
certify which witness my hand and seal of office.

[Signature]  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12/3/12





**PARTIAL/FINAL WAIVER OF LIEN**

THE STATE OF TEXAS

COUNTY OF   HIDALGO  

The undersigned contracted with   Texas Cordia Construction, LLC    
to furnish Material

in connection with certain improvements to real property located in   Edinburg, Hidalgo    
County, Texas, and owned by   HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  

Which improvements are described as follows:

  HCDD1-16-006-04-26 / J-09 Drain Improvements Phase II Construction Rio Grande Care Road  

In consideration of Pay Estimate No   2   in the amount of   Nine Thousand Three Hundred    
  Forty-Six & 00/100   DOLLAR (\$   \$9,346.00   ) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

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

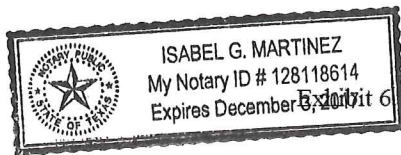
NAME:   Rio Valley Pipe, LLC    
CONTRACTOR

BY:   [Signature]     G. SM. CAPA    
TITLE   DORIAN MADRIGAL  

SWORN TO AND SUBSCRIBED BEFORE ME, on this the   12   day of   December   20  16   to  
certify which witness my hand and seal of office.

  [Signature]    
NOTARY PUBLIC in and for the State of Texas

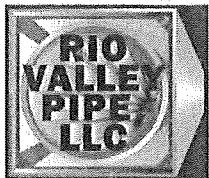
My Commission Expires:   12/31/17  



# PENDING

## LIENS:

1. L&R Precast
2. Alamo Concrete
3. HD Supply  
Waterworks
4. Exterior Designs



3609 W PALMA VISTA DR.  
 PALMVIEW, TX 78572  
 PHONE: 956-580-2502  
 FAX: 956-585-8675

# INVOICE

INVOICE NUMBER	13985
INVOICE DATE	10/7/2016
PAGE #	

RECEIVED

OCT 13 2016

9

TEXAS CORDIA CONSTRUCTION  
 3149A CENTER POINT DR.  
 EDINBURG, TEXAS 78539

J-09 DRAIN IMPROVEMENTS  
 PHASE II  
 EDINBURG, TX

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P.O.No.

Terms

CUSTOMER ID #	CUSTOMER PO #	PAYMENT TERMS		
		10 OF NEXT MONTH		
SALES REP ID #	SHIPPING METHOD	Ship Via	Ship Date	Due Date
		SHIP DATE		DUE DATE
			10/7/2016	11/10/2016

QUANTITY	ITEM	DESCRIPTION	BACKORDER QTY	UNIT PRICE	EXTENSION
30"	Gasket Pipe CL III (LF)	109314 80	0	80 ft	42.50 3,400.00
GASKET	GASKET 30" O-RINGS	109314 10	0	10 ea	0.00 0.00
SOAP LUB	SOAP LUB 3.5 GAL BUCKET	109314 1	0	1 ea	0.00 0.00
30"	Gasket Pipe CL III (LF)	109314 24	0	24 ft	42.50 1,020.00
GASKET	GASKET 30" O-RINGS	109316 3	0	3 ea	0.00 0.00
SOAP LUB	SOAP LUB 3.5 GAL BUCKET	109316 1	0	1 ea	0.00 0.00
24"	Gasket Pipe CL III (LF)	109316 32	0	32 ft	29.60 947.20
GASKET	GASKET 24" O-RINGS	109316 4	0	4 ea	0.00 0.00
24"	Gasket Pipe CL III (LF)	109320 112	0	112 ft	29.60 3,315.20
GASKET	GASKET 24" O-RINGS	109320 14	0	14 ea	0.00 0.00
SOAP LUB	SOAP LUB 3.5 GAL BUCKET	109320 1	0	1 ea	0.00 0.00
24"	Gasket Pipe CL III (LF)	109322 48	0	48 ft	29.60 1,420.80
GASKET	GASKET 24" O-RINGS	109322 6	0	6 ea	0.00 0.00
SOAP LUB	SOAP LUB 3.5 GAL BUCKET	109322 1	0	1 ea	0.00 0.00

There will be a 1½% finance charge on all invoices over 30 days.

Remittances Made by Mail:  
 Wells Fargo Bank, N.A.  
 c/o Wells Fargo Business Credit  
 P.O. Box 202056  
 Dallas, TX 75320-2056

SUBTOTAL	\$10,103.20
SALES TAX	\$0.00
FREIGHT	
TOTAL INVOICE AMOUNT	\$10,103.20
PAYMENT RECEIVED	\$0.00
<b>TOTAL</b>	<b>\$10,103.20</b>



3 1/2 Miles North Tom Gill Road  
 Penitas, TX 78573  
 PHONE: 956-519-6126 > 956-519-4060  
 FAX: 956-519-6889

109314  
**DELIVERY TICKET**

DATE: 8186  
 INVOICE #: 10/7/201  
 CUST #: 7:38 AM  
 CUST. PO #:  
 TERMS: 21992  
 STATUS:

**B I L L T O**  
 TEXAS CORDIA CONSTRUCTION  
 J-09 DRAIN IMPROVEMENTS PHASE II  
 EDINBURG.TX

**S H I P T O**

J-09 DRAIN IMPROVEMENTS PHASE I  
 RIO GRANDE CARE RD TO NORTH A  
 DRAIN JOB#1047

ITEM	DESCRIPTION	FEET/METER/EACH
4129 4380 4403	Liner Ton Ton 30" GASKET PIPE CL 3 30" O RING GASKET POLYLUBE PIPE JOINT LUBRICANT 25# CAN	80.00 10.00 1.00 42.50
		<input checked="" type="checkbox"/> ENTERED 13985

SHIPPING VIA ALL VALLEY TRUCKING

Truck Number: ALV - 090

OUT: \_\_\_\_\_

Driver: Abram

IN: \_\_\_\_\_

RECEIPT & RELEASE: The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

47 805

[Signature]  
 SIGNATURE

109316

# DELIVERY TICKET



3 1/2 Miles North Tom Gill Road  
Penitas, TX 78573  
PHONE: 956-519-6126 > 956-519-4060  
FAX: 956-519-6889

DATE: 8188  
INVOICE #: 10/7/201  
CUST. #: 8:15 AM  
CUST. PO #:  
TERMS: 21992  
STATUS:

**B I L L T O**  
TEXAS CORDIA CONSTRUCTION  
J-09 DRAIN IMPROVEMENTS PHASE II  
EDINBURG.TX

**S H I P T O**

J-09 DRAIN IMPROVEMENTS PHASE I  
RIO GRANDE CARE RD TO NORTH M  
DRAIN JOB#1047

ITEM		DESCRIPTION	FEET/METER/EACH
4129	Liner	30" GASKET PIPE CL 3	24.00 42.50
4380	Ton	30" O RING GASKET	3.00
4403	Ton	POLYLUBE PIPE JOINT LUBRICANT 25# CAN	1.00
4128	Line	24" GASKET PIPE CL 3	32.00 29.60
4379	Ton	24" O RING GASKET	4.00

SHIPPING VIA ALL VALLEY TRUCKING

Truck Number: AV-773

OUT: \_\_\_\_\_

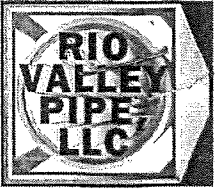
Driver: Allen

IN: \_\_\_\_\_

RECEIPT & RELEASE: The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

47806

Miguel Torres  
SIGNATURE



3 1/2 Miles North Tom Gill Road  
 Penitas, TX 78573  
 PHONE: 956-519-6126 > 956-519-4060  
 FAX: 956-519-6889

109320  
**DELIVERY TICKET**

DATE: 8192  
 INVOICE #: 10/7/201  
 CUST. #: 12:12 PM  
 CUST. PO #:  
 TERMS: 21992  
 STATUS:

**B I L L T O**  
 TEXAS CORDIA CONSTRUCTION  
 J-09 DRAIN IMPROVEMENTS PHASE II  
 EDINBURG.TX

**S H I P T O**  
 J-09 DRAIN IMPROVEMENTS PHASE I  
 RIO GRANDE CARE RD TO NORTH M  
 DRAIN JOB#1047

ITEM	DESCRIPTION	FEET/METER/EACH
4128 4379 4403	Liner Ton Ton 24" GASKET PIPE CL 3 24" O RING GASKET POLYLUBE PIPE JOINT LUBRICANT 25# CAN	112.00 14.00 1.00 <i>29.60</i>

ENTERED

SHIPPING VIA ALL VALLEY TRUCKING

Truck Number: A.V.- 086

OUT: \_\_\_\_\_

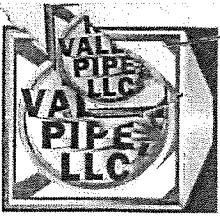
Driver: Victor

IN: \_\_\_\_\_

RECEIPT & RELEASE: The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

*47893*

*[Signature]*  
 SIGNATURE



3 1/2 Miles North Tom Gill Road  
 Penitas, TX 78573  
 PHONE: 956-519-6126 > 956-519-4060  
 FAX: 956-519-6889

109322  
**DELIVERY TICKET**

DATE:	8194
INVOICE #:	10/7/201
CUST. #:	12:24 PM
CUST. PO #:	
TERMS:	21992
STATUS:	

**B I L L T O**  
 TEXAS CORDIA CONSTRUCTION  
 J-09 DRAIN IMPROVEMENTS PHASE II  
 EDINBURG, TX

**S H I P T O**

J-09 DRAIN IMPROVEMENTS PHASE I  
 RIO GRANDE CARE RD TO NORTH M  
 DRAIN JOB#1047

ITEM		DESCRIPTION	FEET/ METER/EACH
4128	Liner	24" GASKET PIPE CL 3	48.00 <i>29.60</i>
4379	Ton	24" O RING GASKET	6.00
4403	Ton	POLYLUBE PIPE JOINT LUBRICANT 25# CAN	1.00

SHIPPING VIA ALL VALLEY TRUCKING

Truck Number: AVT - 490

OUT: \_\_\_\_\_

Driver: *Merlo*

IN: \_\_\_\_\_

RECEIPT & RELEASE: The undersigned authorized representative of customer acknowledges receipt of the above material/ product has carefully inspected same and by acceptance acknowledges same to be free of defect or damage and releases seller from any and all liability on account thereof, provided same was manufactured in accordance with specifications.

*47892*

*[Signature]*  
 SIGNATURE

**CONCRETE COMPRESSION  
TEST REPORT**

Project Description: J-09 Drain Improvements Ph. II  
 Care Rd. to N. Main Drain)  
 Client: Hidalgo County Drainage District No. 1  
 Engineer: TEDSI Engineering  
 Contractor: Texas Cordia Construction, LLC

(Rio Grande L&G Project Number: E871601  
 L&G Report Number: R028  
 Sample Date: 01/10/2017  
 Date Reported: 01/17/2017

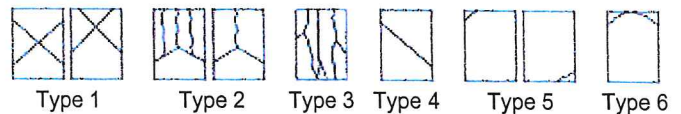
Client PO: 629471

Page 1 of 1

Placement Location: Wing Wall East of Jackson Rd.  
 Mix ID: 213645338 Supplier: Alamo Concrete  
 Specified Strength: 3,600 P.S.I. @ 28 days  
 Specified Slump: N/A Slump: 3.75"  
 Specified Air Content: N/A Air Content: 2.4%  
 Weather Conditions: Windy, Cloudy & Overcast Air Temp.: 70°f  
 Time Batched: 7:05 am Time Sampled: 8:20 am Concrete Temp.: 73°f  
 Plant Ticket No: 542091 Truck No: 7248 CY: 10  
 Water: 0 gal.

**Compressive Strength Data**

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
11	A	01/17/2017	7	131,160	Type 2	4,640		128.89%
	B	01/17/2017	7	129,400	Type 3	4,580	4,610	127.22%



**Remarks/Comments:**

6 x 12 in. Cylinders

Orig: Hidalgo County Drainage District No. 1  
 (Edinburg, TX) Attn: Raul Sesin, P.E.  
 (1-cc copy)  
 1-cc TEDSI Engineering Attn: Jose A. Sanchez  
 1-cc Texas Cordia Construction, LLC  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering

Ricardo A. Gil, Lab Manager

## CONCRETE COMPRESSION TEST REPORT

Project Description: J-09 Drain Improvements Ph. II (Rio Grande L&G Project Number: E871601  
 Care Rd. to N. Main Drain)  
 Client: Hidalgo County Drainage District No. 1 L&G Report Number: R026-28  
 Engineer: TEDSI Engineering Sample Date: 10/26/2016  
 Contractor: Texas Cordia Construction, LLC Date Reported: 11/23/2016

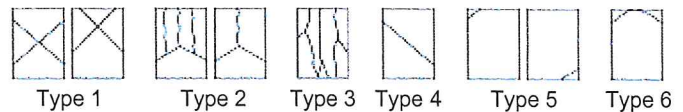
Client PO: 629471

Page 1 of 1

Placement Location: Rip Rap STA. 388+76  
 Mix ID: 3600 PSI IRRE Supplier: Alamo Concrete  
 Specified Strength: 3,600 P.S.I. @ 28 days  
 Specified Slump: As Appvd. Slump: 3.5"  
 Specified Air Content: N/A Air Content: 2.8%  
 Weather Conditions: Sunny & Hot Air Temp.: 96°f  
 Time Batched: 12:07 pm Time Sampled: 2:04 pm Concrete Temp.: 91°f  
 Plant Ticket No: 58602 Truck No: 7234 CY: 10  
 Water: 5 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
11	A	11/02/2016	7	131,745	Type 3	4,660		129.44%
	B	11/02/2016	7	129,215	Type 3	4,570	4,610	126.94%
	C	11/23/2016	28	167,475	Type 3	5,920		164.44%
	D	11/23/2016	28	170,495	Type 3	6,030	5,980	167.50%


**Remarks/Comments:**

6 x 12 in. Cylinders

Orig: Hidalgo County Drainage District No. 1  
 (Edinburg, TX) Attn: Raul Sesin, P.E.  
 (1-cc copy)  
 1-cc TEDSI Engineering Attn: Jose A. Sanchez  
 1-cc Texas Cordia Construction, LLC  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering



\_\_\_\_\_  
 Ricardo A. Gil, Lab Manager

## CONCRETE COMPRESSION TEST REPORT

Project Description: J-09 Drain Improvements Ph. II (Rio Grande L&G Project Number: E871601)  
 Care Rd. to N. Main Drain)  
 Client: Hidalgo County Drainage District No. 1 L&G Report Number: R022-28  
 Engineer: TEDSI Engineering Sample Date: 09/27/2016  
 Contractor: Texas Cordia Construction, LLC Date Reported: 10/25/2016

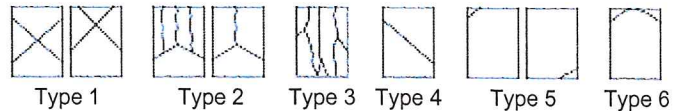
Client PO: 629471

Page 1 of 1

Placement Location: Headwalls for Drain Ditch  
 Mix ID: 3600 Ret. Supplier: Alamo Concrete  
 Specified Strength: 3,600 P.S.I. @ 28 days  
 Specified Slump: N/A Slump: 5.25"  
 Specified Air Content: N/A Air Content: 1.2%  
 Weather Conditions: Over Cast & Breezy Air Temp.: 78°f  
 Time Batched: 7:01 am Time Sampled: 9:30 am Concrete Temp.: 75°f  
 Plant Ticket No: 467301 Truck No: 7246 CY: 10  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
10	A	10/04/2016	7	102,265	Type 3	3,620		100.56%
	B	10/04/2016	7	100,655	Type 3	3,560	3,590	98.89%
	C	10/25/2016	28	128,140	Type 6	4,530		125.83%
	D	10/25/2016	28	129,065	Type 3	4,560	4,550	126.67%



**Remarks/Comments:**

6 x 12 in. Cylinders

Orig: Hidalgo County Drainage District No. 1  
 (Edinburg, TX) Attn: Raul Sesin, P.E.  
 (1-cc copy)  
 1-cc TEDSI Engineering Attn: Jose A. Sanchez  
 1-cc Texas Cordia Construction, LLC  
 1-cc Laboratory

Respectfully Submitted,  
L&G Engineering



\_\_\_\_\_  
Ricardo A. Gil, Lab Manager

REPORT OF SITE VISIT  
TEST REPORT

Project Description: J-09 Drain Improvements Ph. II  
Care Rd. to N. Main Drain)  
Client: Hidalgo County Drainage District No. 1  
Engineer: TEDSI Engineering  
Contractor: Texas Cordia Construction, LLC

(Rio Grande L&G Project Number: E871601  
L&G Report Number: R025  
Sample Date: 10/26/2016  
Date Reported: 10/26/2016

Client PO: 629471

Page 1 of 1

On October 26, 2016, a representative of L&G Engineering Laboratory was dispatched to J-09 Ph. II Drain to perform inspection on the placement of ready-mixed concrete on Rip Rap.

Specimen Number 11 was obtained and tested at 2:04 PM, and the following were determined:

<b>Concrete Temp:</b> <u>91°f</u>	<u>N/A</u> Specification	<b>Entrapped/Entrained Air Content:</b> <u>2.8%</u>	<u>N/A</u> Specification
<b>Ambient Temp:</b> <u>96°f</u>	<u>N/A</u> Specification	<b>Slump:</b> <u>3 1/2 inches</u>	<u>As Appv</u> Specification

From Specimen Number 11, a total of 4-6x12 cylindrical test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On October 27, 2016, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the cylindrical specimens cast on the placement of ready-mixed concrete on Rip Rap. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Drainage District No. 1  
(Edinburg, TX) Attn: Raul Sesin, P.E.  
(1-cc copy)  
1-cc TEDSI Engineering Attn: Jose A. Sanchez  
1-cc Texas Cordia Construction, LLC  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering



Ricardo A. Gil, Lab Manager

## CONCRETE COMPRESSION TEST REPORT

Project Description: J-09 Drain Improvements Ph. II (Rio Grande L&G Project Number: E871601)  
 Care Rd. to N. Main Drain)  
 Client: Hidalgo County Drainage District No. 1 L&G Report Number: R026  
 Engineer: TEDSI Engineering Sample Date: 10/26/2016  
 Contractor: Texas Cordia Construction, LLC Date Reported: 10/26/2016

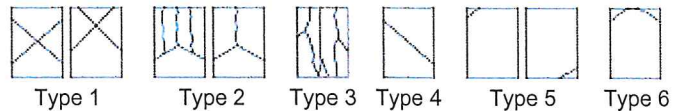
Client PO: 629471

Page 1 of 1

Placement Location: Rip Rap STA. 388+76  
 Mix ID: 3600 PSI IRRE Supplier: Alamo Concrete  
 Specified Strength: 3,600 P.S.I. @ 28 days  
 Specified Slump: As Appvd. Slump: 3.5"  
 Specified Air Content: N/A Air Content: 2.8%  
 Weather Conditions: Sunny & Hot Air Temp.: 96°f  
 Time Batched: 12:07 pm Time Sampled: 2:04 pm Concrete Temp.: 91°f  
 Plant Ticket No: 58602 Truck No: 7234 CY: 10  
 Water: 5 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
11	A	11/02/2016	7	131,745	Type 3	4,660		129.44%
	B	11/02/2016	7	129,215	Type 3	4,570	4,610	126.94%


**Remarks/Comments:**

6 x 12 in. Cylinders

Orig: Hidalgo County Drainage District No. 1  
 (Edinburg, TX) Attn: Raul Sesin, P.E.  
 (1-cc copy)  
 1-cc TEDSI Engineering Attn: Jose A. Sanchez  
 1-cc Texas Cordia Construction, LLC  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering



\_\_\_\_\_  
 Ricardo A. Gil, Lab Manager



### Certificate of Substantial Completion

**PROJECT:** J-09 Drain Improvements Phase II Construction Rio Grande Care Rd to North Main Drain

**PROJECT NUMBER:** HCDD1-16-006-04-26

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

**CONTRACTOR:** Texas Cordia Construction, LLC

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

TEDSI Infrastructure Group  
Engineering Firm

  
By: Project Engineer

01/25/17  
Date of Issuance

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

Cost estimate of Work that is incomplete or defective: \$ \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by 02/08/17  
Date

Texas Cordia Construction, LLC  
Contractor

  
By:

01/25/17  
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on 02/08/17  
Date

Owner

By

01/25/17  
Date

## Certificate of Substantial Completion

**PROJECT:** J-09 Drain Improvements Phase II Construction Rio Grande Care Rd to North Main Drain

**PROJECT NUMBER:** HCDD1-16-006-04-26


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

**CONTRACTOR:** Texas Cordia Construction, LLC

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

1. See Walk Through/Punch List Letter
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**PREPARED BY:**  
TEDSI Infrastructure Group, Inc  
\_\_\_\_\_  
**ENGINEERING FIRM**

  
\_\_\_\_\_  
**BY: Project Engineer**

01/25/17  
\_\_\_\_\_  
**Date**

## **Victor Longoria**

---

**From:** Ruben [ruben@texascordia.com]  
**Sent:** Tuesday, January 24, 2017 8:22 AM  
**To:** Jose A. Sanchez; 'Noe Saldivar'; Victor Longoria  
**Subject:** J-09 Drainage Improvements - Walk -Thru

Good Morning Jose

TCC requests a walk-thru for the above mentioned project for tomorrow Wednesday January 25, 2017. Your assistance is greatly appreciated. Please advise.

Thank you,

***Ruben Flores***  
**Project Controls - Texas Cordia Construction**

---

3149-A Center Pointe Dr., Edinburg, TX 78539  
O: (956) 627-6181 / M: (956) 624-8453  
Fax: (956) 386-0289  
[ruben@texascordia.com](mailto:ruben@texascordia.com)



# TEDSI INFRASTRUCTURE GROUP

*Consulting Engineers*

1201 E. Expressway 83 ♦ Mission, Texas 78572

February 14, 2017

Mrs Yara Corbitt, P.E.  
3149-A Center Point Dr  
Edinburg, TX 78539

**RE: Walk Through/Punch list  
J-09 Phase 2 Construction – Rio Grande Care Rd to North Main Drain**

Dear Mrs. Corbitt:

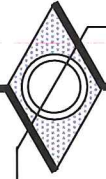
On January 25, 2017 a walk through was conducted with the following individuals attending:

- Hidalgo County Drainage District No 1 (HCDD#1)– Noe Saldivar, P.E ; Elyza Yzaguirre
- Texas Cordia Construction (TCC)– Ruben Flores
- TEDSI Infrastructure Group Inc. (TEDSI)– Jose A. Sanchez, Victor Longoria

Address the following deficiencies encountered during walk through:

Rio Grande Care Rd

- West and east side
  - Adjust ramp slopes so that there is no vertical wall
  - Drop inlets:
    - Concrete aprons, on both inlets located at roadside ditches, shall be redone to 12” thick, as per plans.
    - TCC to notify TEDSI to check rebar size before pouring of concrete.
    - Roadside ditch inlets shall embed one side of the chain into the concrete apron as per plans
- West side
  - Remove existing water line locator pipe
- Downstream End of concrete box
  - Provide 2 anchor bars on top of last 2 concrete joints to prevent concrete box separation
  - Remove rock filter dam
- North side of J-09 ditch (HCDD#1 plans)
  - Manhole covers not visible, should be flush with top of asphalt – TCC installed manhole covers to the proposed elevations on plans – TCC to verify elevations and adjust manhole covers
  - At type “C” inlet, remove erosion control
  - Fill with grout around type “C-C” inlet



# TEDSI INFRASTRUCTURE GROUP

1201 E. Expressway 83 ♦ Mission, Texas 78572

## Jackson Rd

- West and east side
  - Adjust ramp slopes so that there is no vertical wall
  - Drop inlets:
    - Concrete aprons, on both inlets located at roadside ditches, shall be redone to 12" thick, as per plans.
    - TCC to notify TEDSI to check rebar size before pouring of concrete.
    - Roadside ditch inlets shall embed one side of the chain into the concrete apron as per plans
- East side
  - Remove rock filter dam

## Outfall

- Place temporary fencing along the backside of wingwall
- Remove sluice gate handle and deliver to HCDD#1
- Distance from center of sluice gate handle to the top of flexbase to be about 3.5 feet, pending installation of pedestrian rail by HCDD#1
- Install 10"x20"x150' of flexbase
- Finish construction of maintenance ramps
- Adjust ramp slopes so that there is no vertical wall
- Clean up maintenance ramp inlets/pipes from silt/dirt

-----  
On February 3, 2017 a follow up site visit was conducted with the following individuals attending:

- Hidalgo County Drainage District No 1 (HCDD#1) – Noe Saldivar, P.E
- Texas Cordia Construction (TCC)– Ruben Flores
- TEDSI Infrastructure Group Inc. (TEDSI)– Victor Longoria

Address the remaining deficiencies encountered during walk through:

## Rio Grande Care Rd

- Remove existing water line locator pipe

## Outfall

- Temporary fencing was placed approximately 5 feet away from head/wingwall; relocate temporary fencing to be up against the backside of head/wingwall, also extend fencing 5 feet around to cover rip rap
- Sluice gate handle was not removed. HCDD #1 will test sluice gate and then take possession of handle



# TEDSI INFRASTRUCTURE GROUP

1201 E. Expressway 83 ♦ Mission, Texas 78572

Notify TEDSI via email upon completion of repairs.  
If you should have any questions, please do not hesitate to contact me.

Thank you,

Jose A. Sanchez, P.E.  
Project Manager

CC via email: HCDD 1 Noe Saldivar



**TEDSI**  
TBPE F-1640

**TEDSI INFRASTRUCTURE GROUP**

*Consulting Engineers*  
1201 East Expressway 83 ♦ Mission, Texas 78572  
Tel: (956) 424-7898  
Fax: (956) 424-7022

Letter of  
Transmittal

**TO:**  
Mr. Raul E. Sesin, P.E, CFM  
HCDD 1 General Manager  
902 N. Doolittle Rd  
Edinburg TX 78542

**DATE:**  
05-03-2017

**REF.:**  
J-09 Drain Improvements Phase 2 Construction RGC to NMD - AFP 06

**TEDSI PROJECT NO.:**  
2016-1194-04

**TRANSMITTED:**

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

**VIA:**

<input type="checkbox"/> US Mail	<input type="checkbox"/> Courier	<input checked="" type="checkbox"/> Hand Carry
<input type="checkbox"/> E-Mail	<input type="checkbox"/>	

SHEETS	DESCRIPTION
1	LOT
1	Application for Payment No. 6
1	Contract Time Statement
1	Schedule of Values (Summary)
2	Estimate and Quantity
1	List of Vendors and Subcontractors
3	Liens
1	Pending Liens
5	Invoices - Tickets
5	Concrete test results
8	Certified Payroll
2	Certificate of Substantial Completion
4	Written notice from contractor/Walk thru punch list

**RECEIVED**  
HIDALGO COUNTY  
DRAINAGE DISTRICT #1  
MAY 05 2017  
8:44 AM / PM  
BY: WAP

**REMARKS:**

Mr. Sesin,

Please note that there are pending liens to this Application for Payment. Contractor to provide liens when it becomes available to them. Process Change Order #4 first then AFP#6 and AFP#7. Thank you.

Signed : Victor Loupouia

If enclosures are not as stated, please notify us.



**TEDSI**  
TBPE F-1640

# TEDSI INFRASTRUCTURE GROUP

*Consulting Engineers*  
1201 East Expressway 83 ♦ Mission, Texas 78572  
Tel: (956) 424-7898  
Fax: (956) 424-7022

## Letter of Transmittal

**TO:**  
Mr. Raul E. Sesin, P.E, CFM  
HCDD 1 General Manager  
902 N. Doolittle Rd  
Edinburg TX 78542

**DATE:**  
05-04-2017

**REF.:**  
J-09 Drain Improvements Phase 2 Construction RGC to NMD-CO#4, AFP#6, 7

**TEDSI PROJECT NO.:**  
2016-1194-04

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

<b>VIA:</b>		
<input type="checkbox"/> US Mail	<input type="checkbox"/> Courier	<input checked="" type="checkbox"/> Hand Carry
<input type="checkbox"/> E-Mail	<input type="checkbox"/>	

**DESCRIPTION**

1	LOT	
1	Change Order #4 - Packet	<p><b>RECEIVED</b> HIDALGO COUNTY DRAINAGE DISTRICT #1</p> <p>MAY 05 2017</p> <p>8:44 AM / PM</p> <p>BY: <i>MAP</i></p>
1	Application for Payment No. 6 - Packet	
1	Application for Payment No. 7 Retainage - Packet	

**REMARKS:**

Mr. Sesin,

Enclosed are the remaining Change Order #4, AFP #6 and AFP #7 for J-09 Project. Please process CO#4 first, then AFP #6 and 7. AFP#6 is pending liens. Contractor to provide liens when it becomes available to them. Thank you.

**RECEIVED**  
HIDALGO COUNTY  
DRAINAGE DISTRICT #1

MAY 05 2017

8:44 AM / PM

BY: *MAP*

Signed : *Victor Lopez*