



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
July 11, 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**
 - A. AI -60470** Request approval of Notice to Suspend Work issued to Jimenez Engineering Solutions, LLC dba International Consulting Engineers, related to Construction Contract No. C-HCDD1-17-005-02-21 -.PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN FLOODWAY. Effective: 05/23/17.
 - B. AI -60554** Requesting Approval of Right of Entry request from Benchmark Utility Contractors, Inc and authorization for Drainage District General Manager to execute as it relates to FM 907 Temporary Poles Property ID No. 20407595.
 - C. AI -60634** 1. Request approval of claim number SWBT-08-201703 , in the amount of \$882.21 to ATT - Texas, for damage to cables while District employees placed cement pipes along FM 491 and Mile 19.
 - D. AI -60652** A.) Discussion, consideration and approval of Proposed Agreed Order Docket No. 2017-0541-WQ-E and authority for Hidalgo County Drainage District No. 1 General Manager or his designee to execute.

B.) Discussion and approval of Proposed Supplemental Environmental

Project (SEP) application to resolve proposed agreed order by using the assessed penalty to address issues with scrap tire or illegal waste dumpsites with authority for Hidalgo County Drainage District No. 1 General Manager or his designee to execute.

5. **AI -60526**
 - A.) Requesting approval to accept Letter of Termination of Bond Counsel from Ramirez & Guerrero, LLP.
 - B.) Requesting exemption from Competitive Bidding requirements under Texas Local Government Code, Section 262.024 (a) "Professional Services" with the Law Firm, **The J. Ramirez Law Firm**, in connection with legal representation as it pertains to Bond Counsel.
 - C). Requesting approval to accept Letter of Engagement for Bond Counsel from The J. Ramirez Law Firm.

6. **AI -60525**
 - A. Requesting exemption from competitive bidding requirements, under Texas Local Govt. Code 262.024(a) (4) a professional service in connection with Legal Representation Services for Hidalgo County Drainage District No. 1.
 - B. Approval of Letter of Engagement with authority to engage the Firm of _____ in connection with Legal Representation Services for Hidalgo County Drainage District No. 1.

7. **AI -60536** Request approval of the following items after review and audit procedures are complete:
 - A. Change Order No. 4 in the amount of \$(14,966.00) pertaining to Construction Contract No. HCDD1-16-006-04-26 J09 Drain Improvements Phase II and addition of 126 Contract Days.
 - B. Certificate of Construction Completion from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-16-006-04-26 J09 Drain Improvement Phase II.
 - C. Application for Payment No. 7-Retainage Release in the amount of \$74,431.74 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-16-006-04-26 J09 Drain Improvements Ph. II.

Project Engineer: Tedsi Infrastructue Group
PO#629475

8. **AI -60532** Requesting approval of final negotiated Agreement for Professional Services with Millennium Engineers Group, as it relates to Professional Construction Materials Testing Services -Precinct No. 1 Projects (Agreement No. C-HCDD1-17-035-07-11). Approved for negotiations by HCDD1 Board of Directors on June 13, 2017 . (Subject to Legal Review and compliance to Form HB1295).

9. **AI -60527** "For the purpose of seeking financial assistance through a grant in the amount not to exceed \$10,000,000 to provide for the cost of development of the Raymondville Drain, Project for Flood Control.
A. Acceptance and approval of attached resolution entitled "Application Filing and Authorized Representative Resolution."
B. Acceptance and approval of filing of the application to the Texas Water Development Board and the Chairman of the Board, as official representative, to execute the attached "Application Affidavit."

10. **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**

11. **Open Session:**
 - A. **Real Estate Acquisition**

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

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

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

14. **Adjourn**

AI -60470

4. A.

DRAINAGE DISTRICT

Meeting Date: 07/11/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Notice to Suspend Work issued to Jimenez Engineering Solutions, LLC dba International Consulting Engineers, related to Construction Contract No. C-HCDD1-17-005-02-21 -.PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN FLOODWAY. Effective: 05/23/17.

BACKGROUND

Fiscal Impact

Attachments

Notice to Suspend Work

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	07/07/2017 04:28 PM
Form Started By: Moises Salazar		Started On: 06/23/2017 03:44 PM
Final Approval Date: 07/07/2017		



NOTICE TO SUSPEND WORK ORDER

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

PROJECT NAME:
Hidalgo County Drainage District No. 1 -
"Pharr-McAllen South Drain Outfall
Improvements at USIBWC Main Floodway"

CONTRACT No.: C-HCDD1-17-005-02-21

PURCHASE ORDER NO.: 631848

EFFECTIVE DATE:

May 23, 2017

ORDER No. 1

NAME AND ADDRESS OF CONTRACTOR:
**Jimenez Engineering Solutions, LLC. dba
International Consulting Engineers**
Attn: Hugo P. Gonzalez, Jr., Principal
1722 N. Closner, Suite B
Edinburg, TX 78541

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

You are to suspend work for the following reason(s): Due to delay in manufacturing project specified Gate.

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.

DO NOT RESUME WORK UNTIL YOU ARE NOTIFIED TO DO SO IN WRITING

AI -60554

4. B.

DRAINAGE DISTRICT

Meeting Date: 07/11/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting Approval of Right of Entry request from Benchmark Utility Contractors, Inc and authorization for Drainage District General Manager to execute as it relates to FM 907 Temporary Poles Property ID No. 20407595.

BACKGROUND

Fiscal Impact

Attachments

BENCH ROE

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	07/07/2017 04:28 PM
Form Started By: Jaime Salazar		Started On: 06/30/2017 04:43 PM
Final Approval Date: 07/07/2017		



June 19, 2017

Hidalgo County ROW Dept.
2401 North Moorefield Road
Mission, Texas 78572

Ref: Palazzo Vegas Ranches Subdivision

Subj: Request for Right of Entry

To whom it may concern:

American Electric Power (AEP) is requesting to enter your property to install a temporary power pole. This pole will be used to temporarily (approximately 90 days) support the existing power poles located on FM 907 Right of Way while a new 8" gravity sanitary sewer line is constructed next to the existing power pole.

Please sign and date below in the spaces provided and return this letter in the self-addressed, stamped envelope provided. An additional copy has been provided for your records. Any questions concerning this matter may be directed to Eulalio Ramirez, P.E. at (956) 381-6480. Your assistance is greatly appreciated.

Sincerely,

Paul Daniec
President

Paul Daniec

Reference: Palazzo Vegas Ranches Subdivision

Subject: Request for Right of Entry

I hereby grant permission for the aforementioned representatives of American Electric Power to enter my property for the purposes outlined above.

Name of Owner (Please print)

Telephone Number

Signature of Owner

Date

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

AI -60634

4. C.

DRAINAGE DISTRICT

Meeting Date: 07/11/2017

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

1. Request approval of claim number SWBT-08-201703 , in the amount of \$882.21 to ATT - Texas, for damage to cables while District employees placed cement pipes along FM 491 and Mile 19.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Salinas

07/07/2017 04:28 PM

Form Started By: Lora Briones

Started On: 07/07/2017 09:47 AM

Final Approval Date: 07/07/2017

AI -60652

4. D.

DRAINAGE DISTRICT

Meeting Date: 07/11/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Discussion, consideration and approval of Proposed Agreed Order Docket No. 2017-0541-WQ-E and authority for Hidalgo County Drainage District No. 1 General Manager or his designee to execute.

B.) Discussion and approval of Proposed Supplemental Environmental Project (SEP) application to resolve proposed agreed order by using the assessed penalty to address issues with scrap tire or illegal waste dumpsites with authority for Hidalgo County Drainage District No. 1 General Manager or his designee to execute.

BACKGROUND

Fiscal Impact

Attachments

Application

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	07/07/2017 04:28 PM
Form Started By: Jaime Salazar		Started On: 07/07/2017 02:47 PM
Final Approval Date: 07/07/2017		



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RESPONDENT APPLICATION TO CONTRIBUTE TO A THIRD PARTY SEP ADMINISTRATOR

OFFICE OF LEGAL SERVICES
512.239.0600
sepreports@tceq.texas.gov

1. RESPONDENT INFORMATION

Table with 4 columns: Respondent Name, Contact Person, Application date, TCEQ Docket No., Telephone, Email, Enforcement Case No., Enforcement Coordinator, County, Payable Penalty Amount, SEP Offset Amount.

2. PROPOSED SEP

A list of all TCEQ Pre-Approved SEPs, as well as lists of Eligible SEPs by County and Statewide SEPs, can be viewed on the TCEQ Website, https://www.tceq.gov/legal/sep/available_seps.html.

How do you want to distribute your contribution? Please enter the information in the table(s) below:

Table with 3 columns: Third-Party Administrator (Required), Project Title, Amount. Row: Texas Association of RC&D, Inc., Cleanup of Unauthorized Dumpsites, \$12,000.00

You may choose to contribute up to two (2) additional SEPs. Minimal contribution for each additional SEP is \$5,000. If you elect to contribute to multiple SEPs, list each additional Third-Party Administrator and project separately below:

Table with 3 columns: Third-Party Administrator (Optional), Project Title, Amount. Empty rows for additional entries.

3. PREVIOUS COMMITMENT CERTIFICATION: NO SEPARATE REQUIREMENT OR PRIVATE COMMITMENTS

I certify on behalf of the Respondent that the Respondent has not previously committed to perform this project including a previous or pre-existing obligation to make the proposed contribution:

- a. under any applicable local, state, or federal regulations that would require implementation of this project or any part of this project; or
b. as a part of:
i. a pollution prevention commitment identified in a plan developed pursuant to the state's prevention programs; or
ii. a commitment made under the Clean Texas Program; or
iii. the U.S. Environmental Protection Agency's Project XL or any other incentive or regulatory flexibility program; or
c. as part of a pledge or other promise of payment to the receiving organization where the promise of payment pre-existed submittal of this application

(Visit http://www.tceq.texas.gov/p2/pollution_prevention.html for links and information about the State's pollution prevention programs)

Certification statement: Please accept this contribution plan as a certification that (1) the information is true and correct, and (2) that the proposed project is being undertaken solely as part of the settlement of the enforcement action.

Name/ Title: Jaime Salazar
Date:
Printed Name:

AI -60526

5.

DRAINAGE DISTRICT

Meeting Date: 07/11/2017

Submitted For: Lora Briones

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to accept Letter of Termination of Bond Counsel from Ramirez & Guerrero, LLP.

B.) Requesting exemption from Competitive Bidding requirements under Texas Local Government Code, Section 262.024 (a) "Professional Services" with the Law Firm, **The J. Ramirez Law Firm**, in connection with legal representation as it pertains to Bond Counsel.

C). Requesting approval to accept Letter of Engagement for Bond Counsel from The J. Ramirez Law Firm.

BACKGROUND

For tracking purposes, Contract # C-HCDD1-17-043-07-11

Fiscal Impact

Attachments

Engagement of Bond Counsel Letter

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	07/07/2017 04:28 PM
Form Started By: Moises Salazar		Started On: 06/29/2017 03:23 PM
Final Approval Date: 07/07/2017		

THE J. RAMIREZ LAW FIRM

Attorneys at Law

Ebony Park, Suite B

700 N. Veterans Blvd.

San Juan, Texas 78589

Phone: (956) 502-5424

Fax: (956) 502-5007

July 11, 2017

Hon. Ramon Garcia
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542

Re: Engagement of Bond Counsel

Honorable Judge Garcia:

We are pleased to submit to you our agreement for The J. Ramirez Law Firm to serve as Bond Counsel with respect to one or more series of obligations (including new money bonds, refunding bonds, personal property finance obligations and lease and lease purchase and installment purchase agreements) that the Hidalgo County Drainage District No. 1 (the "Issuer") has issued in the past and may issue in the future, for the purposes, respectively, of construction of improvements, purchase of personal property and/or to refund or restructure its existing debt service or lease-purchase revenue bonds through a public facilities corporation (hereinafter referred to as the "Obligations"). When approved by you, this letter will become effective and will evidence an agreement between the Issuer and The J. Ramirez Law Firm, Bond Counsel. Our fees are billed only if the obligations are issued. Any out-of-pocket costs are reimbursable.

Basic Services

Bond Counsel will prepare, or assist the Issuer in the preparation of, all required legal documents and proceedings and will perform all other necessary legal work in connection with the Issuer's authorization, issuance and sale of each series of the Obligations. Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with officials, staff, and consultants of the Issuer:

(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes;

(7) Review of any investment vehicle which the Issuer will use for purposes of investing bond proceeds to assure the procurement of investments conforms to Issuer policy, state law, and the IRS Code and Regulations; and

(8) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

Compensation

A base fee of \$15,000 for up to \$3,000,000 in principal amount of bonds;

\$1,000 for every \$1,000,000 from \$3,000,000 to \$20,000,000;

\$750 for every \$1,000,000 from \$20,000,000 and above

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, The J. Ramirez Law Firm is prepared to undertake the following Additional Services, as requested by the Issuer or Issuer's personnel who are responsible for the issuance, sale and delivery of the Obligations. Services rendered in connection with calling a bond election limited to preparing a bond election order, preparing an order for appointment of early voting and election personnel, preparing form notices of the election, preparing a letter request for pre-clearance under Section 5 of the Voting Rights Act, if applicable, and providing advisory opinions to the

Issuer related to calling and publicizing the election and to the appointment of early voting and election personnel will be billed at a flat fee of \$3,000.00. In addition, the firm is available on an hourly basis to issue advisory opinions on matters involving any prior or currently outstanding series of bonds. The fee for any additional services which do not constitute direct bond counsel fees but are needed in connection with, resolving a legal issue, will be at an hourly rate of \$200.00, and \$60.00 and \$80.00 per hour for services of a legal assistants.

The compensation for legal services stated herein will be contingent on the Issuer's sale of any bonds authorized for issuance.

Bond Counsel will be reimbursed for up to a maximum \$1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed \$1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Board of Directors or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of The J. Ramirez Law Firm as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Very truly yours,

THE J. RAMIREZ LAW FIRM

By: _____
JESUS RAMIREZ

APPROVED AND ACCEPTED:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

County Judge

County Clerk

(SEAL)

AI -60525

6.

DRAINAGE DISTRICT

Meeting Date: 07/11/2017

Submitted For: Lora Briones, DRAINAGE DISTRICT

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting exemption from competitive bidding requirements, under Texas Local Govt. Code 262.024(a) (4) a professional service in connection with Legal Representation Services for Hidalgo County Drainage District No. 1.

B. Approval of Letter of Engagement with authority to engage the Firm of _____ in connection with Legal Representation Services for Hidalgo County Drainage District No. 1.

BACKGROUND

Fiscal Impact

Attachments

Legal Services for HCDD#1 2017

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 04:02 PM
Final Approval	Monica Salinas	07/07/2017 04:28 PM
Form Started By: Moises Salazar		Started On: 06/29/2017 03:10 PM
Final Approval Date: 07/07/2017		

ATLAS, HALL & RODRIGUEZ, LLP

ATTORNEYS AT LAW

P.O. BOX 3725 (78502-3725)

818 W. PECAN BLVD. (78501-2418)

McALLEN, TEXAS

TEL. (956) 682-5501 FAX (956) 686-6109

ATLASHALL.COM

BROWNSVILLE OFFICE

P.O. BOX 6369 (78523-6369)

50 W. MORRISON RD., STE A

BROWNSVILLE, TEXAS 78520-7262

TEL. (956) 574-9333

FAX (956) 574-9337

UVALDE OFFICE

124 N. EAST STREET

UVALDE, TEXAS 78801-5312

TEL. (830) 278-3100

FAX (844) 272-4209

scrain@atlashall.com

(956) 632-8221 Direct Line

June 30, 2017

Ramon Garcia, County Judge
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Hidalgo County Commissioner Pct. # 1
David L. Fuentes
1902 Joe Stephens Avenue
Weslaco, Texas 78599

Hidalgo County Commissioner Pct. # 2
Eduardo "Eddie" Cantu
300 W. Hall Acres, Suite G
Pharr, Texas 78577

Hidalgo County Commissioner Pct. # 3
Joe M. Flores, Jr.
P.O. Box 607
Mission, Texas 78572

Hidalgo County Commissioner Pct. # 4
Joseph Palacios
1051 N. Doolittle Road
Edinburg, Texas 78542

RE: Legal Services for Hidalgo County Drainage District No. 1

Dear Judge and Commissioners:

This letter is written to summarize our understanding with you regarding this firm's proposed billing arrangement with the Board of Directors of the Hidalgo County Drainage District No. 1. Based on prior action of the Board of Directors, Atlas, Hall & Rodriguez, LLP, shall be compensated at the of \$150.00 per hour for all Basic Legal Services performed. Basic Legal Services do not include litigation, controversies with local, state or federal agencies, or special projects.

The billing arrangement previously approved by the Board of Directors for Atlas, Hall & Rodriguez, LLP to be paid a \$150.00 per hour for Basic Legal Services. Also, as we discussed, in addition to Basic Legal Services, if a matter involves other than Basic Legal Services, such as litigation, or special projects, Atlas, Hall & Rodriguez, LLP. will be compensated at the then current hourly rates for the attorney(s) providing services other than Basic Legal Services. If a question arises as to whether or not a matter is outside the scope of Basic Legal Services, the question will be resolved by agreement.

Atlas, Hall & Rodriguez, LLP. shall bill the Hidalgo County Drainage District No. 1 the Basic Legal Services hours spent at \$150.00 per month performed during each month. Each monthly statement will show the hours spent providing those services to the District during the month, and the value of those services at the rate of \$150.00 per hour. We will continue to bill the District separately for litigation and other matters that fall outside the scope of Basic Legal Services. Periodically, Atlas, Hall & Rodriguez, LLP. and the District will review this billing arrangement to determine if any future adjustments are necessary for Basic Legal Services.

In addition to the monthly fee and any special billings, Atlas, Hall & Rodriguez, LLP. will be reimbursed for actual expenses incurred by Atlas, Hall & Rodriguez, LLP. in connection with performing either the Basic Legal Services or other legal services. These expenses would be billed monthly, in addition to the billings previously referred.

As has always been the agreement between the District and Atlas, Hall & Rodriguez, LLP., the District may terminate of this firm on thirty (30) days written notice.

If this billing arrangement meets with the approval of the District, we would appreciate you executing the enclosed copy of this letter and returning it to us. If you have any questions, please do not hesitate to contact the undersigned. We look forward to continuing our representation of the Hidalgo County Drainage District No. 1.

Very truly yours,

ATLAS, HALL & RODRIGUEZ, LLP

By: 

Stephen L. Crain

ACCEPTED AND AGREED:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____

Ramon Garcia, Board Chair

Date: _____

AI -60536

7.

DRAINAGE DISTRICT

Meeting Date: 07/11/2017

Submitted For: Lora Briones

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of the following items after review and audit procedures are complete:

A. Change Order No. 4 in the amount of \$(14,966.00) pertaining to Construction Contract No. HCDD1-16-006-04-26 J09 Drain Improvements Phase II and addition of 126 Contract Days.

B. Certificate of Construction Completion from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-16-006-04-26 J09 Drain Improvement Phase II.

C. Application for Payment No. 7-Retainage Release in the amount of \$74,431.74 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-16-006-04-26 J09 Drain Improvements Ph. II.

Project Engineer: Tedsi Infrastructue Group
PO#629475

BACKGROUND

Fiscal Impact

Attachments

co#4 j09

Certifice of Completion j09

PMT#7-j09 retainage

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Salinas

07/07/2017 04:28 PM

Form Started By: Claudette Guerrero

Started On: 06/29/2017 04:51 PM

Final Approval Date: 07/07/2017

CHANGE ORDER #4

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

DATE OF ISSUANCE: April 26, 2017 **EFFECTIVE DATE:** _____

OWNER: Hidalgo County Drainage District No. 1

OWNER's Contract No. HCDD1-16-006-04-26

CONTRACTOR: Texas Cordia Construction, LLC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP
3149-A Center Point Dr 1201 E. Expressway 83
Edinburg TX 78539 Mission TX 78572

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

- Description:**
1. Time Extension - Increase Contract Time
 2. Excavation (Channel)
 3. Time Extension - Increase Contract Time

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

MAY 05 2017

8:44 AM PM

- Reason for Change Order:**
1. Provide 44 additional days for wingwall design, change order price negotiations at outfall *LMP*
 Texas Cordia will be provided credit days from 11-09-2016 to 12-22-2016.
 2. Adjusted quantity for actual work performed / close contract
 3. Provide 82 additional days, from February 19 until May 12, for the time needed for CO#4 negotiations, processing of AFP#6 & 7 etc...

Attachments: Change Order 4 tabulations

Change in Contract Price:		CHANGE IN CONTRACT TIME:
Original Contract Price \$ 615,970.00		Original Contract Time for Substantial Completion: <u>165</u> calendar days or dates
Net Changes from previous Change Order \$ 143,313.40		Net change from previous Change Orders <u>20</u> calendar days
Contract Price prior to this Change Order \$ 759,283.40		Contract Time prior to this Change Order Substantial Completion: (Jan 6) <u>185</u> calendar days or dates
Net Increase (decrease) of this Change Order \$ (14,966.00)		Net Increase (decrease) of this Change Order <u>126</u> calendar days
Contract Price with all approved Change Orders \$ 744,317.40	Net % increase (decrease) from original contract price. 20.84 %	Contract Time with all approved Change Orders Substantial Completion: <u>311</u> calendar days or dates

RECOMMENDED: *[Signature]* **APPROVED:** _____ **ACCEPTED:** *[Signature]*
 By: _____ By: _____ By: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)
 Date: 04/26/2017 Date: _____ Date: 4/26/17

CHANGE ORDER NO. 4 TABULATION
J-09 DRAIN IMPROVEMENTS PHASE II CONSTRUCTION RIO GRANDE CARE RD TO NORTH MAIN DRAIN

SPEC NO.	Item Description	Unit	Original Unit Price	Original Plan QTY	Original Contract Amount	Revised Unit Price	Revised Plan QTY	Revised Contract Amount
BASE BID								
31 10 00	PREPARING ROW	STA	\$990.00	8	\$7,920.00			
35 10 00	EXCAVATION (CHANNEL)	CY	\$3.50	16,232	\$56,812.00			
31 32 00	EMBANKMENT (FINAL)(ORD COMP)(TY D)	CY	\$4.50	226	\$1,017.00			
31 64 00	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	STA	\$3,500.00	8	\$28,000.00			
50 20 00	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	CY	\$40.00	93	\$3,720.00			
50 25 00	CUT & RESTORING PAV	SY	\$40.00	318	\$12,720.00			
0423-6005	RETAINING WALL (SPREAD FOOTING)	EA	\$30,000.00	1	\$30,000.00			
0432-6007	RIPRAP (CONC)(CL C)	CY	\$315.00	193	\$60,795.00			
0464-6038	RC PIPE (CL III)(18 IN)(SPL)	LF	\$42.00	96	\$4,032.00			
0464-6039	RC PIPE (CL III)(24 IN)(SPL)	LF	\$54.00	172	\$9,288.00			
60 96 00	REMOV STR (PIPE)	LF	\$11.00	220	\$2,420.00			
01 57 00	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$9.00	300	\$2,700.00			
01 57 00	ROCK FILTER DAMS (REMOVE)	LF	\$2.00	300	\$600.00			
0530-6005	DRIVEWAYS (ACP)	SY	\$50.00	96	\$4,800.00			
0556-6007	PIPE UNDERDRAINS (TY 7) (6")	LF	\$80.00	26	\$2,080.00			
0556-6008	PIPE UNDERDRAINS (TY 8) (6")	LF	\$84.00	100	\$8,400.00			
0760-6001	DITCH CLEANING AND RESHAPING (FOOT)	LF	\$18.00	220	\$3,960.00			
60 20 00	CONCRETE WALL	CY	\$660.00	4	\$2,640.00			
60 65 00	DROP INLET - 18" RCP	EA	\$2,000.00	6	\$12,000.00			
60 65 00	DROP INLET - 24" RCP	EA	\$2,100.00	2	\$4,200.00			
60 68 00	SLUICE GATE - 60" PIPE	EA	\$2,000.00	1	\$2,000.00			
TOTAL BASE BID					\$260,104.00			\$0.00
ALTERNATE 1								
31 10 00	PREPARING ROW	STA	\$1,350.00	6	\$8,100.00			
35 10 00	EXCAVATION (CHANNEL)	CY	\$4.00	5,619	\$22,476.00			
31 32 00	EMBANKMENT (FINAL)(ORD COMP)(TY D)	CY	\$5.00	234	\$1,170.00			
31 64 00	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	STA	\$3,000.00	6	\$18,000.00			
50 25 00	CUT & RESTORING PAV	SY	\$55.00	168	\$9,240.00			
0432-6007	RIPRAP (CONC)(CL C)	CY	\$300.00	127	\$38,100.00			
0462-6007	CONC BOX CULV (5 FT X 3 FT)	LF	\$430.00	312	\$134,160.00			
60 64 00	RC PIPE (CL III)(18 IN)(SPL)	LF	\$40.00	96	\$3,840.00			
60 64 00	RC PIPE (CL III)(24 IN)(SPL)	LF	\$52.00	120	\$6,240.00			
01 57 00	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$10.00	150	\$1,500.00			
01 57 00	ROCK FILTER DAMS (REMOVE)	LF	\$4.00	150	\$600.00			
0530-6005	DRIVEWAYS (ACP)	SY	\$50.00	96	\$4,800.00			
0760-6001	DITCH CLEANING AND RESHAPING (FOOT)	LF	\$20.00	220	\$4,400.00			
60 65 00	DROP INLET - 18" RCP	EA	\$2,000.00	4	\$8,000.00			
60 65 00	DROP INLET - 24" RCP	EA	\$2,200.00	2	\$4,400.00			
	IRRIGATION SIPHON - 18" TO 36" DIAMETER	EA	\$5,000.00	1	\$5,000.00			
TOTAL ALTERNATE 1					\$270,026.00			\$0.00
ALTERNATE 2								
60 64 00	RC PIPE (CL III)(48 IN)(SPL)	LF	\$260.00	168	\$43,680.00			
60 64 00	RC PIPE (CL III)(60 IN)(SPL)	LF	\$310.00	136	\$42,160.00			
TOTAL ALTERNATE 2					\$85,840.00			\$0.00

CHANGE ORDER NO. 4 TABULATION
J-09 DRAIN IMPROVEMENTS PHASE II CONSTRUCTION RIO GRANDE CARE RD TO NORTH MAIN DRAIN

SPEC NO.	Item Description	Unit	Original Unit Price	Original Plan QTY	Original Contract Amount	Revised Unit Price	Revised Plan QTY	Revised Contract Amount
CHANGE ORDER 1								
	30" RUBBER GASKET RCP CLASS III	LF				\$86.00	680	\$58,480.00
	RC PIPE (CL III)(24 IN)(SPL)	LF				\$51.30	195	\$10,003.50
	RC PIPE (CL III)(18 IN)(SPL)	LF				\$48.00	70	\$3,360.00
	TYPE "C-C" INLET W/30" GATE	EA				\$6,000.00	1	\$6,000.00
	TYPE "C" INLET	SY				\$4,600.00	2	\$9,200.00
	CONCRETE COLLAR	EA				\$5,800.00	1	\$5,800.00
	CUT AND RESTORE PAVEMENT	SY				\$126.00	22	\$2,772.00
	DRIVEWAYS (ACP)	SY				\$36.00	23	\$828.00
	DRIVEWAYS (CONCRETE)	SY				\$202.00	12	\$2,424.00
	CONCRETE BOLLARDS	EA				\$1,400.00	4	\$5,600.00
	EROSION AND SEDIMENT CONTROL	LS				\$3,400.00	1	\$3,400.00
TOTAL CHANGE ORDER 1								\$107,867.50
CHANGE ORDER 2								
	30" RUBBER GASKET RCP CLASS III	LF				\$86.00	36	\$3,096.00
	RC PIPE (CL III)(24 IN)(SPL)	LF				\$51.30	-5	-\$256.50
	RC PIPE (CL III)(18 IN)(SPL)	LF				\$48.00	-70	-\$3,360.00
	TYPE C INLET	EA				\$4,600.00	-1	-\$4,600.00
	CUT AND RESTORE PAVEMENT	SY				\$126.00	-22	-\$2,772.00
	DRIVEWAYS (ACP)	SY				\$36.00	-23	-\$828.00
	DRIVEWAYS (CONCRETE)	SY				\$202.00	-12	-\$2,424.00
	MANHOLE 60"	EA				\$10,000.00	2	\$20,000.00
	MANHOLE 48"	EA				\$9,600.00	1	\$9,600.00
	CONCRETE COLLAR 30" RCP	EA				\$9,500.00	1	\$9,500.00
TOTAL CHANGE ORDER 2								\$27,955.50
CHANGE ORDER 3								
	30" RUBBER GASKET RCP CLASS III	LF				\$86.00	8	\$688.00
	8" CONCRETE WING WALL	LS				\$28,500.00	1	\$28,500.00
	CUT & RESTORE PAV	SY				\$55.00	-168	-\$9,240.00
	RC PIPE (CL III)(24 IN)(SPL)	LF				\$51.30	-8	-\$410.40
	CONCRETE WALL	CY				\$660.00	-4	-\$2,640.00
	IRRIGATION SIPHON - 18" TO 36" DIAMETER	EA				\$5,000.00	-1	-\$5,000.00
	CONCRETE BOLLARDS	EA				\$1,400.00	-3.15	-\$4,407.20
TOTAL CHANGE ORDER 3								\$7,490.40
CHANGE ORDER 4								
	EXCAVATION (CHANNEL) BASE	CY				\$3.50	-4276	-\$14,966.00
TOTAL CHANGE ORDER 4								-\$14,966.00
SUB-TOTAL					\$615,970.00			\$128,347.40

ORIGINAL CONTRACT	615,970.00
CHANGE ORDER 1	107,867.50
CHANGE ORDER 2	27,955.50
CHANGE ORDER 3	7,490.40
CHANGE ORDER 4	(14,966.00)
TOTAL CONTRACT AMOUNT TO DATE	744,317.40



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: Texas Cordia Construction, LLC

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

Invoice No.: Change Order No. 4

Invoice Date: N/A

Due Date: N/A

Purchase Order No.: N/A

Amount: (\$14,966.00)

Total # of Pages Submitted: 5

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos *NDC* Date: 5/8/17

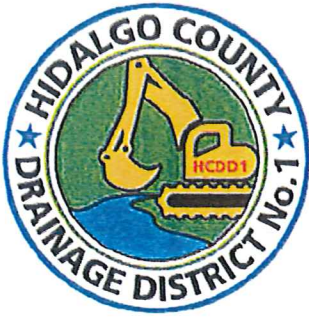
Esther Layton _____ Date: _____

Claudette Guerrero *CG* Date: 5/8/17
10:27 AM.

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: _____



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 3 DAY OF February, 2017 A FINAL INSPECTION was made of the project herein described.

CONTRACT HCDD1-16-006-04-26

CONTRACT DATE: 04/26/16

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CONSTRUCTION CONTRACTOR: Texas Cordia Construction, LLC

OF THE CITY OF Edinburg STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF J-09 Drain Improvements Phase II Construction Rio Grande Care Rd

CONTRACT NO: HCDD1-16-006-04-26

Located in or near the City/Precinct Of Edinburg / Precinct #4

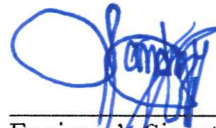
THIS IS TO CERTIFY”

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

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

5. Amount of Original Contract	<u>\$615,970.00</u>
Present Amount of Contract	<u>\$744,317.40</u>
Total Amount of earned to Date	<u>\$744,317.40</u>
Less: previous payments	<u>\$669,885.66</u>
Balance	<u>\$74,431.74</u>
Authorized deductions	<u>\$0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$74,431.74</u>

6. That the final payment in the amount of Seventy-Four Thousand Four Hundred Thirty-One dollars Seventy-Four Cents is now due and payable.



Engineer's Signature

CONCURRED BY:

Texas Cordia Construction, LLC

Contractor's Name

By: _____

Yara M. Corbitt, P.E., CEO

Title: _____

CONCURRED BY:

Hon. Ramon Garcia,



APPLICATION FOR PAYMENT NO. 7 (RETAINAGE)

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: February 3, 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):		
<u>10%</u> of completed Work:	\$	-
<u>10%</u> of stored material	\$	-
Total Retainage:	\$	-
6. Total completed and stored to date less retainage (4 minus 5)	\$	744,317.40
7. Less previous Application for Payments:	\$	669,885.66
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	74,431.74

Accompanying Documentation:

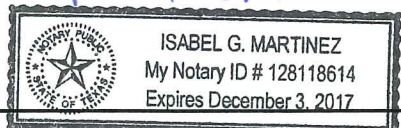
CONTRACTOR'S Certification:
 The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for 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
 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 \$ 74,431.74

(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 7 Retainage 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: 02/03/17

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)
AP 7 Retainage				
Jan	26-31	6		
Feb	1-3	3		
Totals				

No. of Contract Calendar Days: 311 No. of Calendar Days Charged To Date: 203
 Assessed Liquidated Damages: No. Days 0 Per Day \$ \$150.00 Total \$ _____
 Certified As Correct (One Copy Has Been Given To The Contractor) _____
 Project Engineer 

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

Texas Cordia Construction, LLC

Contractor Name

7/7/2016

Starting Date

12/18/2016

Project Ending Date

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

Engineer's / County Project Description

Application No.: 7 (Retainage)

Application Date: 4/28/2017

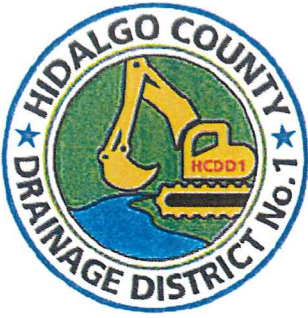
Period To: 2/3/2017

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		RFP 7		Balance To Finish									
			Rates	Quan	Dollars	Rates	Quan	Dollars	QTY to Date	Item Cost	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)	MON 7 Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
CHANGE ORDRE NO. 3																																		
1	30" RUBBER GASKET ROP CLASS III	LF				\$ 86.00	8.00	\$ 688.00				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -
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		0.80	\$ 17,100.00		1.00	\$ 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	\$ -		-168.00	\$ (9,240.00)		-168.00	\$ (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	\$ -		-8.00	\$ (410.40)		-8.00	\$ (410.40)			
5	CONCRETE WALL	CY				\$ 660.00	-4.00	\$ (2,640.00)				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		-4.00	\$ (2,640.00)		-4.00	\$ (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	\$ -		-1.00	\$ (5,000.00)		-1.00	\$ (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	\$ -		-3.148	\$ (4,407.20)		-3.148	\$ (4,407.20)			
SUBTOTAL CHANGE ORDER NO. 3						\$ 7,490.40		\$ 7,490.40				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
CHANGE ORDRE NO. 4																																		
351000	EXCAVATION (CHANNEL)	CY				\$ 3.50	-4276.00	\$ (14,966.00)				0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		-4,276.00	\$ (14,966.00)		-4,276.00	\$ (14,966.00)			
SUBTOTAL CHANGE ORDER NO. 4						\$ (14,966.00)		\$ (14,966.00)				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL AMOUNTS:						\$ 615,970.00		\$ 128,347.40				\$ -		\$ 210,026.00		\$ 176,802.00		\$ 160,240.00		\$ 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	\$ -
NET AMOUNT EARNED TO DATE	\$ 744,317.40
PREVIOUS PAYMENTS	\$ 669,885.66
NET AMOUNT EARNED THIS PERIOD	\$ 74,431.74



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 3 DAY OF February, 2017 A FINAL INSPECTION was made of the project herein described.

CONTRACT HCDD1-16-006-04-26

CONTRACT DATE: 04/26/16

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CONSTRUCTION CONTRACTOR: Texas Cordia Construction, LLC

OF THE CITY OF Edinburg STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF J-09 Drain Improvements Phase II Construction Rio Grande Care Rd

CONTRACT NO: HCDD1-16-006-04-26

Located in or near the City/Precinct Of Edinburg / Precinct #4

THIS IS TO CERTIFY"

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

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

5. Amount of Original Contract	<u>\$615,970.00</u>
Present Amount of Contract	<u>\$744,317.40</u>
Total Amount of earned to Date	<u>\$744,317.40</u>
Less: previous payments	<u>\$669,885.66</u>
Balance	<u>\$74,431.74</u>
Authorized deductions	<u>\$0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$74,431.74</u>

6. That the final payment in the amount of Seventy-Four Thousand Four Hundred Thirty-One dollars Seventy-Four Cents is now due and payable.



Engineer's Signature

CONCURRED BY:

Texas Cordia Construction, LLC

Contractor's Name

By: 

Yara M. Corblitt, P.E., CEO

Title: _____

CONCURRED BY:

Hon. Ramon Garcia,



LETTER OF WARRANTY

Date: 02/09/17

Project Name: J-09 Drain Improvements Phase II Construction Rio Grande Care Rd

Project Location: Edinburg, Texas

Contract Number: HCDD1-16-006-04-26

Contract Amount: \$615,970.00

Texas Cordia Construction, LLC

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

Under this warranty, Texas Cordia Construction, LLC will be provided the opportunity to have one of its representatives assess any damage identified to be caused by employees and/or material installed by us. If said damage is judged to be the fault Texas Cordia Construction, LLC workmanship and/or material, Texas Cordia Construction, LLC will at no cost to the Owner repair or replace defective material.

Respectfully,

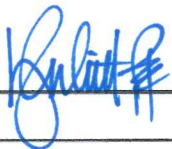
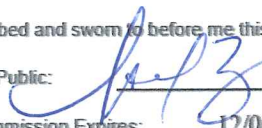
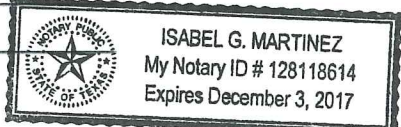
Yara M. Corbitt, P.E., CEO

Name
Title

Contractor Company Name: Texas Cordia Construction, LLC



CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: <u>J-09 Drain Improvements Phase II</u>	PROJECT NO. <u>HDD1-16-006-04-26</u>
OWNER: <u>Hidalgo County Drainage District 1</u>	
CONTRACTOR: <u>Texas Cordia Construction, LLC</u>	
ENGINEER: <u>TEDSI Infrastructure Group 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>EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.) NONE</p>	
<p>CONTRACTOR By <u>Yara M. Corbitt, P.E.</u>  Title <u>CEO</u> Subscribed and sworn to before me this <u>9th</u> day of <u>February, 2017</u> Notary Public:  My Commission Expires: <u>12/03/2017</u></p>	
	



Contractor's Affidavit of Release of Liens

PROJECT:	<u>J-09 Drain Improvements Phase II</u>	PROJECT NO.	<u>HDD1-16-006-04-26</u>
OWNER:	<u>Hidalgo County Drainage District No. 1</u>		
CONTRACTOR:	<u>Texas Cordia Construction, LLC</u>		
ENGINEER:	<u>TEDSI Infrastructure Group Inc.</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

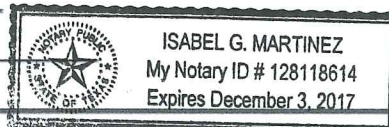
By Yara M. Corbitt, P.E. 

Title CEO

Subscribed and sworn to before me this 9th day of February, 2017

Notary Public: 

My Commission Expires: 12/03/17





CONSENT OF SURETY TO FINAL PAYMENT

Project Name: J-09 Drain Improvements Phase II Construction
Project Location: Edinburg, Texas
Contract Amount: \$615,970.00
Contract Number: HCDD1-16-006-04-26
Bond Number: PB10169600046
Contractor's Co. Name: Texas Cordia Construction, LLC

In accordance with the provisions of the contract between the Owner and the Contractor as indicated above, the Philadelphia Indemnity Insurance Company, Surety hereby approves of the Final Payment to the Contractor, and agrees that Final Payment to the Contractor shall not relieve the Surety of any of its obligations to Hidalgo County Drainage District No. 1 located at 902 N. Doolittle Road, Edinburg, TX 78542 as set forth in said Surety's Bonds.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 9th day of February, 20 17.

NOTARY

Attest: Stacy Owens
Stacy Owens



Philadelphia Indemnity Insurance Company
(Surety)

(Signature of Authorized Representative)

Justin McQuain, Attorney-in-Fact
(Printed Name & Title)

02/09/2017
Date

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Scott D. Chapman, Kevin McQuain, Justin McQuain, Rosalyn D. Hassell, Elaine Lewis, Keith Michael Illa and Jeanne M. Buchan of AG States Agency, LLC of The Woodlands, Texas.**

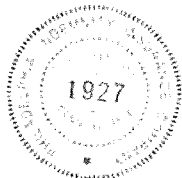
Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$ 7,500,000.00 :

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

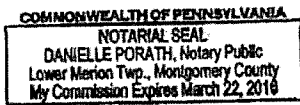
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of February, 2017.


Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

Project: J-09 Drain Improvements Phase II Construction Rio Grande Care Rd to North Main Drain
Contract No: HCDD1-16-006-04-26

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Texas Cordia Construction, LLC (person with whom signed contracted) on the property of Hidalgo County Drainage District No. 1 (owner) located at Edinburg, Hidalgo County, Texas (location) to the following extent: **J-09 Drain Improvements Phase II Construction Rio Grande Care Road to North Main Drain** (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common-law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers of all work, materials, equipment, or services provided for or to the above reference project up to the date of this waiver and release.

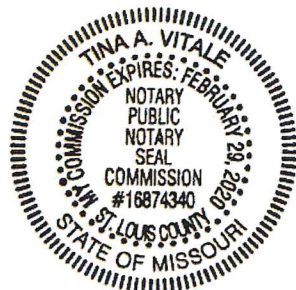
Date 5/2/17

HD Supply Waterworks. LTD
(Company Name)

By Kristan Winslow (Signature)
Credit Manager (Title)

State of MO
County of St. Louis

This Unconditional Waiver and Release on Final Payment was acknowledged before me on this 2 day of May, 2017, by Kristan Winslow, on behalf of HD Supply Waterworks, a partnership. (partnership, sole proprietorship, corporation, an individual)



Tina A. Vitale
Notary Public – State of Missouri
My Commission Expires: 2-29-2020

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

Project: J-09 Drain Improvements Phase II Construction Rio Grande Care Rd to North Main Drain
Contract No: HCDD1-16-006-04-26

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Texas Cordia Construction, LLC (person with whom signed contracted) on the property of Hidalgo County Drainage District No. 1 (owner) located at Edinburg, Hidalgo County, Texas (location) to the following extent: **J-09 Drain Improvements Phase II Construction Rio Grande Care Road to North Main Drain** (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common-law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers of all work, materials, equipment, or services provided for or to the above reference project up to the date of this waiver and release.

Date 5/4/2017

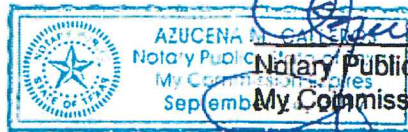
L&R PRECAST CONCRETE WORK INC.
(Company Name)

By [Signature] (Signature)

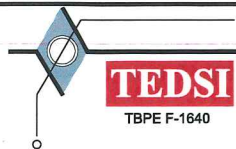
(Title)

State of Texas
County of Hidalgo

This Unconditional Waiver and Release on Final Payment was acknowledged before me on this 4 day of May, 2017, by Rufino Barza Jr, on behalf of L&R Precast Concrete W, a President. (partnership, sole proprietorship, corporation, an individual)



Notary Public - State of Texas
My Commission Expires: 9/28/2017



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 - AFP 07 Retainage

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. 7 Retainage
1	Contract Time Statement
1	Schedule of Values (Summary)
2	Estimate and Quantity
2	Certified Payroll
2	Certificate of Construction Completion
1	Letter of Warranty
1	Affidavit of Payment Debts and Claims
1	Contractors Affidavit of Release of Liens
2	Affidavit of Surety to Final Payment
1	As-Builts

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

MAY 05 2017

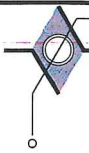
8:44 AM/PM

BY:

REMARKS:

Signed : _____

If enclosures are not as stated, please notify us.



TEDSI INFRASTRUCTURE GROUP

TEDSI
TBPE F-1640

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

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

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"/>	

DESCRIPTION

1	LOT	
1	Change Order #4 - Packet	RECEIVED HIDALGO COUNTY DRAINAGE DISTRICT #1 MAY 05 2017 8:44 AM / PM BY: <i>MAP</i>
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

Signed : *Victor Lopez*

BY: *MAP*

If enclosures are not as stated, please notify us.



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 *NDC* Date: 5/8/17

Esther Layton _____ Date: _____

Claudette Guerrero *CG* Date: 5/9/17
10.30 AM.

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: _____

AI -60532

8.

DRAINAGE DISTRICT

Meeting Date: 07/11/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of final negotiated Agreement for Professional Services with Millennium Engineers Group, as it relates to Professional Construction Materials Testing Services -Precinct No. 1 Projects (Agreement No. C-HCDD1-17-035-07-11). Approved for negotiations by HCDD1 Board of Directors on June 13, 2017 . (Subject to Legal Review and compliance to Form HB1295).

BACKGROUND

Fiscal Impact

Attachments

Agreement On Call CMT Pct 1 -MEG -C-HCDD1-17-035-07-11

AGENDA Selection of MEG

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	07/07/2017 04:28 PM
Form Started By: Moises Salazar		Started On: 06/29/2017 04:27 PM
Final Approval Date: 07/07/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-HCDD1-17-035-07-11

THIS AGREEMENT is made effective the 11th day of July, **2017** by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1, TEXAS**, (“District”) and **Millennium Engineers Group** of **Pharr**, a Texas Corporation (“Laboratory”).

WITNESSETH:

WHEREAS, the District is vested with the responsibility of providing “**ON-CALL PROFESSIONAL CONSTRUCTION MATERIALS TESTING SERVICES – PRECINCT NO. 1 PROJECTS**” for the **Hidalgo County Drainage District No. 1 Project’s** (the “Services”);

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

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

WHEREAS, District has selected the Laboratory to provide the Services within **Hidalgo County**, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

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

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

2. Term. This Agreement is for a period of **one (1) year**, effective **July 11, 2017** and will expire, July 10 2018 or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the District with each "Work Authorization".

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

4. Inspection of Work. The District has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The District

retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the District finds it necessary to require changes in completed work because of errors made by the Laboratory, the District shall require the Laboratory to correct the work at no cost to the District and without amendment to the Agreement. If the changes are made at the request of the District and are not due to errors of the Laboratory, the District will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

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

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any District or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

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

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

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

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

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

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

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by

Exhibit "D", attached hereto, the District shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the District or the Laboratory.

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

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

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

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

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

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

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

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

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

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

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

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

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred

by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to District: Hidalgo County Drainage District No. 1
Attention: Raul E. Segin, P.E., CFM
General Manager
902 North Doolittle Road
Edinburg, Texas 78542

If to Laboratory: Millennium Engineers Group, Inc.
Attention: Raul Palma, P.E.
5804 N. Gumwood Ave.
Pharr, Texas 78577

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

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

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

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

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

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

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1, TEXAS

By: _____
Ramon Garcia
CHAIRMAN OF THE BOARD

LABORATORY:

By: _____
Printed Name Raul Palma, P.E.
Title: President

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

By: _____

ATTACHMENTS:

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

Approved by Board of Directors on: _____, 2017

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

EXHIBIT A

-Scope of Services to be provided by the District

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

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

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit “B”

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing On-Call Professional Construction Materials Testing Services – Precinct No. 1 Projects for Hidalgo County Drainage District No.1 Projects, “ON A AS NEEDED BASIS” and the services are as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER’S and respective Party’s meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER’S and respective Party’s pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- (1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
- (3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- (4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
- (5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- (6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C
-Laboratory's Contract Rates



EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

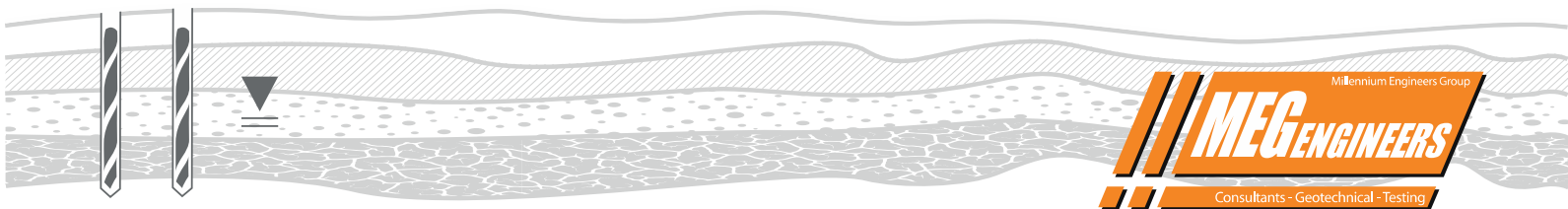
For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

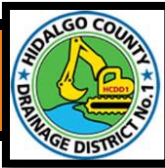
SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Table listing various geotechnical services and their rates, including Drilled Borings, Standard Penetration Test, Texas Cone Penetration Test, and Field Coordination.

SOILS AND AGGREGATE SECTION

Table listing soil and aggregate testing services and their rates, including Material Preparation Time, Atterberg Limits, Sieve Analysis, and Percent Passing No. 200 Sieve.

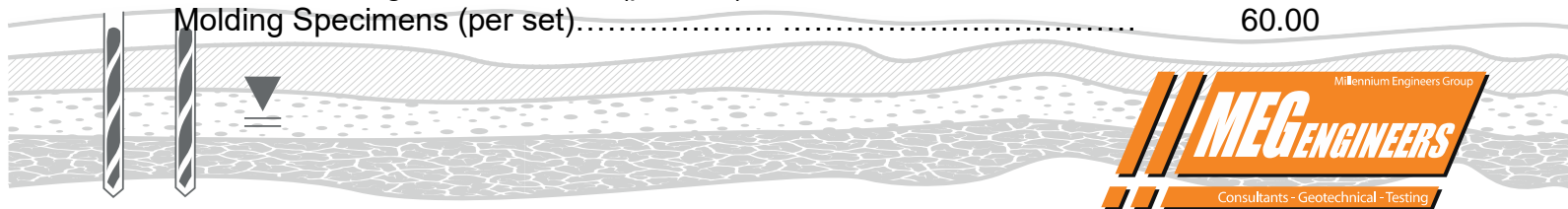




Moisture Density Relationship	
Standard Proctor (each test).....	200.00
Modified Proctor (each test).....	215.00
TxDOT Proctor (each test).....	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test).....	28.00
Depth Test (each test).....	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	375.00
Tex 121-E - (each test)	375.00
PH Method - (each test)	375.00
Additional Points (each point).....	75.00
California Bearing Ratio (each test).....	750.00
Additional Specimens (each specimen).....	175.00
Small Moisture Content of Aggregates and Base (each test).....	13.00
Large Moisture Content of Aggregates and Base (each test).....	35.00
Linear Shrinkage (each test)	85.00
pH (each test).....	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test).....	75.00
Unit Weight (each test).....	45.00
Soundness (each test)	500.00
Sulfate Content (each test).....	80.00
Hydrometer (each test).....	275.00

BITUMINOUS SECTION

Material Preparation Time (per hour).....	\$55.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test).....	65.00
Additional Sieves (each sieve).....	12.00
Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test).....	250.00
Asphalt Cores (each core).....	60.00
Asphalt Core Density (each core).....	40.00
Thickness of Cores (each core).....	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test).....	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test).....	105.00
Coring Rig (per day).....	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test).....	45.00
Molding Specimens (per set).....	60.00





CONCRETE SECTION

Material Preparation Time (per hour).....	\$55.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test).....	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test).....	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder).....	16.00
Strip & Hold Cylinder (each cylinder).....	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam).....	40.00
Strip & Hold Beam (each beam).....	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core).....	25.00
Thickness of Cores (each core).....	15.00
Coring Rig (per day).....	95.00
Portland Cement Concrete Design or other services	By Quote

MASONRY SECTION

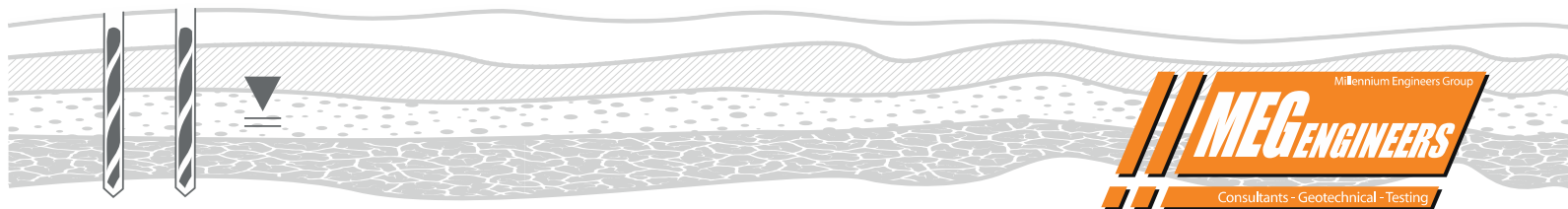
Material Preparation Time (per hour).....	\$59.00
Grout Prism (each prism).....	28.00
Mortar Prism (each prism).....	28.00

TECHNICIAN SERVICES

Soil Engineering Technician (per hour) (Min. 3 Hrs).....	\$52.00
Concrete Engineering Technician (per hour) (Min. 3 Hrs).....	55.00
Asphalt Engineering Technician (per hour) (Min. 3 Hrs).....	55.00
Masonry Engineering Technician (per hour) (Min. 3 Hrs).....	59.00
Senior Engineering Technician (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Construction Inspection Engineering Technician Time (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Engineering Specialist (per hour).....	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 3 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs).....	90.00

OTHER SERVICES

Vehicle Trip Charge (per trip) (within 25 miles of office).....	\$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	56.00
Other Services, Outside Services or Supplies.....	Cost + 15%





Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 1/2" x 11" (per page).....	0.12
8 1/2" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour).....	\$165.00
Project Engineer (per hour).....	125.00
Staff Engineer (per hour).....	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided	
Project Management (per hour).....	\$75.00

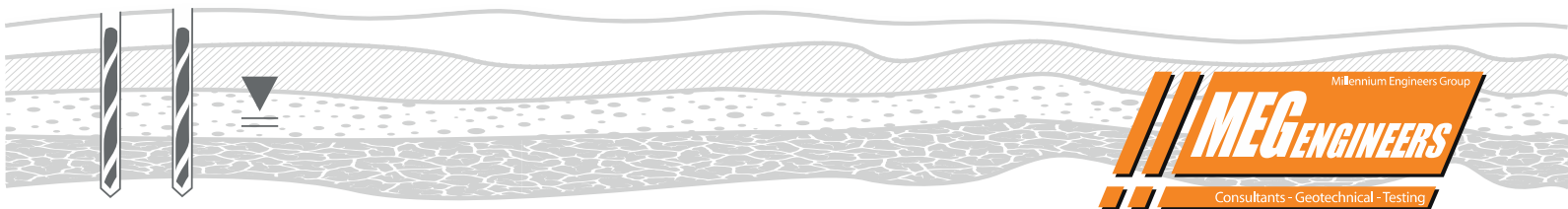
BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 3 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.



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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Segin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on ____ (approval date) as indicated below and effective as of ____ day of _____, 2017.

THE LABORATORY:

**HIDALGO COUNTY DRAINAGE
DISTRICT No. 1**

By: _____

Ramon Garcia
CHAIRMAN OF THE BOARD

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

By: _____

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR ON-CALL PROFESSIONAL MATERIALS TESTING
SERVICES

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

WITNESSETH

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

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

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

A. AGREEMENT

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

- I. Paragraph ____ of the **Agreement**, (paragraph title), is revised to
- _____
- _____
- _____
- _____
- _____

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

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

THE LABORATORY:

BY: _____

Address for Giving Notices:

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

BY: _____

Ramon Garcia
CHAIRMAN OF THE BOARD

LIST OF ATTACHMENTS

(as required)

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

By: _____

EXHIBIT F
-Certificates of Insurance

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.

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.

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".

FIRM NAME:	SCORE (Points Average):	RANK:
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

AI -60527

9.

DRAINAGE DISTRICT

Meeting Date: 07/11/2017

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

"For the purpose of seeking financial assistance through a grant in the amount not to exceed \$10,000,000 to provide for the cost of development of the Raymondville Drain, Project for Flood Control.

A. Acceptance and approval of attached resolution entitled "Application Filing and Authorized Representative Resolution."

B. Acceptance and approval of filing of the application to the Texas Water Development Board and the Chairman of the Board, as official representative, to execute the attached "Application Affidavit."

BACKGROUND

Fiscal Impact

Attachments

TWDB-0201

TWDB -0201A

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Salinas

07/07/2017 04:28 PM

Form Started By: Lora Briones

Started On: 06/29/2017 03:38 PM

Final Approval Date: 07/07/2017

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

APPLICANT: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **Ramon Garcia, Chairman of the Board** as the Authorized Representative of the **Board of Directors of Hidalgo County Drainage District No. 1**, who being by me duly sworn, upon oath says that:

1. The decision by the **Board of Directors of Hidalgo County Drainage District No. 1** to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing all such notice as required by such Act as is applicable to the **Board of Directors of Hidalgo County Drainage District No. 1**;

2. The information submitted in the application is true and correct according to my best knowledge and belief;

3. The **Board of Directors of Hidalgo County Drainage District No. 1** has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"): **Compliance issue with TCEQ (.Docket No. 2017-0541-WQ-E; Enforcement Case No.54301), currently under settlement.**

4. The **Board of Directors of Hidalgo County Drainage District No. 1** warrants compliance with the representations made in the application in the event that the Board provides the financial assistance; and

5. The **Board of Directors of Hidalgo County Drainage District No. 1** will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the Board.

Official Representative

Title: County Judge and Chairman of the Board

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
this ____ day of _____, 2017.

NOTARY'S SEAL:

Notary Public, State of Texas

Application Filing and Authorized Representative Resolution

A RESOLUTION by the **Board of Directors** of **Hidalgo County Drainage District No. 1** requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed **\$10,000,000** to provide for the costs of development of the Raymondville Drain, Project for Flood Control, an authorized federal project with the US Army Corps of Engineers as a project for flood control within the Lower Rio Grande Basin, Texas under Title IV, Section 401 of the Water Resources Development Act 1986, amended 2007.

SECTION 2: That Raul E. Sesin, PE, General Manager be and is hereby designated the authorized representative of the **Board of Directors** of **Hidalgo County Drainage District No. 1** for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the **Board of Directors** of **Hidalgo County Drainage District No. 1** before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Noe Hinojosa, Estrada Hinojosa & Company, Inc.

1717 Main Street, 47th Floor, Dallas, TX 75201; 214-658-1670; noe@ehmuni.com

Engineer: Sharlotte Lynne Teague, PE, Senior Project Manager

S&B Infrastructure, Ltd.

5408 N. 10th Street, McAllen, Texas 78504; 956.926.500; slteague@sbinfra.com

Bond Counsel: Jesus Ramirez

700 N. Veterans Blvd, Suite B, San Juan, Texas 78589; 956.502.5424; jramirez@rg-legal.com

PASSED AND APPROVED this the 11th day of July, 2017.

ATTEST: _____

Seal:

By: _____