

**AI-9899**

**4.**

**final payment**

**DRAINAGE DISTRICT**

Date: 07/01/2008

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

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Information

**CAPTION**

Approval of Final payment to G O Excavating & Construction Hidalgo County Drainage Improvements in Mercedes. (Project Engineering & Surveying, Inc.)

**BACKGROUND**

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Fiscal Impact

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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Sylvia Sanchez      Started On: 06/25/2008 11:08 AM

Final Approval Date: 06/27/2008

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**AI-9906**

**5.**

**INTERLOCAL HCDD1 & PCT.4  
DRAINAGE DISTRICT**

Date: 07/01/2008

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Submitted For: Jaime Salazar

Department: DRAINAGE DISTRICT

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Information

CAPTION

A. Requesting approval of Interlocal Agreement by and between the Hidalgo County Drainage District No.1 and Hidalgo County Pct. 4 for the provision of "Pit Run Caliche".

B. Requesting approval to advertise for "Pit Run Caliche".

C. Requesting approval to exercise the Drainage District's option to renew one (1) additional year for "Title Company Services Pool" as stated on Exhibit "A" Requirements attached hereto.

D. Requesting approval to exercise the sixty (60) day grace period extension for the following:

1. Contract # 07-009-08-17 "Hauling of Dirt with Option to Load"
2. Contract # 07-012-08-28 "Hauling Services for Millings"
3. Contract # 07-008-08-14 "Hauling Services for Gravel / Sand and or Crushed Caliche"

E. Requesting approval to advertise for "Hauling of Dirt with Option to Load".

F. Requesting approval to advertise for "Hauling Services for Gravel / Sand and or Crushed Caliche".

G. Requesting approval to purchase the following through the District's membership with BuyBoard Cooperative Purchasing Program Contract # 280-7

1. (1) One Light Weight Bottom Dump Trailer.

H. Requesting approval to accept bid and award contract to the most qualified bidder meeting all requirements and specifications for Bid No: 08-008-06-25 " North Banker Floodway Levee Improvements Project which coincides with DHS Segment 0-5. Subject of Department of Homeland Security (DHS) concurrent.

I. Requesting approval to accept bid and award contract to the most qualified bidder meeting all requirements and specifications for Bid No: 08-009-06-25 "Levee Improvements Project which coincides with DHS Segment 0-7. Subject to Department

of Homeland Security (DHS) concurrent.

BACKGROUND

Item D - So as to have no lapse in service while bid process is on going.

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Fiscal Impact

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Attachments

Link: [EXHIBIT A](#)

Link: [HCDD1 & PCT.4 INTERLOCAL](#)

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Form Routing/Status

Form Started By: Jaime  
Salazar

Started On: 06/25/2008 02:07  
PM

Final Approval Date: 06/27/2008

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**EXHIBIT “A”**  
**REQUIREMENTS**

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

**REQUEST FOR QUALIFICATIONS**

**TITLE COMPANY SERVICES (POOL)**  
**07-006-07-11**

Hidalgo County Drainage District No.1 will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements as further detailed in Section II herein. Hidalgo County Drainage District No. 1 will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County Drainage District No. 1 reserves the right, in case of submitter default, to engage the services by negotiating the next ranked submitter from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS OR REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Drainage District if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the qualifications, requirements or procedures must be received in the Drainage District not less than seventy-two hours prior to the time set for the acceptance of RFQ's. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County Drainage District No. 1 requires submitters, when hand delivering statement of qualifications, to have a Drainage District representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County Drainage District No. 1 reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Drainage District No. 1.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Hidalgo County Drainage District Board of Directors.

**TERM OF CONTRACT:**

The term of the "Pool" will be for one year with the District's option to renew for an additional one (1) year, under the same rates/fees, terms and conditions. District reserves the right to continue the contract for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in award of new bid for next contract term.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and development specifications.

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

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

THIS Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "Drainage District" and HIDALGO COUNTY hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

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

**WHEREAS**, County is a county created under the laws of Texas;

**WHEREAS**, County through Precinct No. 4, in accordance with State Purchasing laws, has procure with a third party vendor, for the provision of pit run caliche and the delivery of pit run caliche for certain County projects;

**WHEREAS**, the Drainage District desires to receive certain amounts of pit run caliche from County Precinct No. 4 for its own use on public projects and County desires to assist the Drainage District by making the pit run caliche available to Drainage District;

**WHEREAS**, the Drainage District desires to reimburse County for all costs associated with the pit run caliche;

**NOW, THEREFORE**, Drainage District and County, through Precinct No. 4, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County shall provide pit run caliche on an as-needed basis to Drainage District so long as County does not incur any additional costs in doing so from its third party vendor or any other party.
2. Drainage District shall reimburse County Precinct No. 4 any and all costs associated with the pit run pit run caliche within thirty (30) days of receipt of an invoice from the County by the Drainage District.

3. This Agreement shall remain in effect so long as the County, through Precinct No. 4, maintains an agreement with its third party vendor for pit run caliche. Precinct No. 4 is under no obligation to secure another third party vendor for pit run caliche should its current relationship with its third party vendor cease nor is the County obligated to enter into another agreement with any other third party vendor for the provision of pit run caliche in order to fulfill the Drainage District's pit run caliche needs.
4. The Drainage District may at any time give County Precinct No. 4 written notice that it no longer desires to receive pit run caliche from Precinct No. 4, in which case this Agreement shall terminate.
5. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and County, and not otherwise.
8. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.
9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF

TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to Drainage District: Hidalgo County Drainage District No. 1  
Attention: Godfrey Garza, Jr.  
902 Doolittle Road  
Edinburg, Texas 78541

If to Hidalgo County: Hidalgo County  
Attention: J.D. Salinas III, County Judge  
P.O. Box 758  
Edinburg, Texas 78540-0758

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

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
12. **Successors.** 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.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and County in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

By: \_\_\_\_\_  
Godfrey Garza, Jr.

**HIDALGO COUNTY**

By: \_\_\_\_\_  
J.D. Salinas, III, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

**Various agenda items****DRAINAGE DISTRICT**

Date: 07/01/2008

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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**Information****CAPTION**

A. Request approval of payment of invoices to L & G Engineering for professional engineering services in relation to the following DHS Levee Segments:

1. DHS Segment 0-4, Invoice No. 7069
2. DHS Segment 0-5, Invoice No. 7093
3. DHS Segment 0-6A Invoice No. 8001

B. Request approval of payment of invoices to Dannenbaum Engineering for professional engineering services in relation to the following DHS Levee Segments:

1. DHS Segment 0-9, Invoice No. 441004/04/XV
2. DHS Segment 0-10, Invoice No. 441005/04/XV
3. DHS Segment 0-6A, Invoice No. 441007/01/XV
4. DHS Segment 0-6A, Invoice No. 441007/02/XV
5. DHS Segment 0-6B, Invoice No. 441008/01/XV
6. DHS Segment 0-6B, Invoice No. 441008/02/XV

C. Request approval to process a manual check to L&G Engineering and Dannenbaum Engineering pending approval from County Auditor and pending the electronic transfer of funds from the Department of Homeland Security (DHS).

D. Request approval of Change Order No. 4 on the contract with Jimmy Closner & Sons Construction Co., Inc. for the construction of the Alamo Drain-Master Drainage Project Phase II.

E. Request approval of Work Authorization No. 24 for Professional Engineering Services for Construction Materials Testing as it relates to Common Levee/Anzalduas Dike Improvements-Hidalgo Loop Levee to Anzalduas Dam

F. Requesting approval of proposal submitted by Leonel Garza Jr. and Associates LLC.(member of the District's real estate appraisal and surveyors pool) for appraisal services relating to the Raymondville Drain Project.

G. Request approval of Work Authorization (WA) No. 1 and Supplemental Agreement No. 1 to WA No.1 for Basic engineering relating to preliminary, final design and construction phase and Special services relating to Topographic services on the Existing Lateral at Expressway 83 and Bridge Ave, Weslaco, Texas.

H. Request approval of Supplemental Agreement No. 1 to Work Authorization No. 2 for professional engineering service relating to the North Main Drain Improvement Project.

I. Approval to create Six (6) temporary full-time labor positions, not to exceed 6 months and or December 31, 2008; Slot Numbers 96- 101 and set salary in the amount of \$8.00 per hour.

J. Approval of revised salary schedule.

K. Approval of budget amendment from the General Fund to fund the above mentioned temporary positions.

**BACKGROUND**

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Fiscal Impact

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Attachments

Link: [District Gen Fund Budget Amendment](#)

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Form Routing/Status

Form Started By: Lora Briones      Started On: 06/25/2008 03:29  
PM

Final Approval Date: 06/27/2008

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**AI-9941**  
**SEGMENT 06**  
**DRAINAGE DISTRICT**

**7.**

Date: 07/01/2008  
Submitted By: Jaime Salazar, DRAINAGE DISTRICT  
Submitted For: Jaime Salazar  
Department: DRAINAGE DISTRICT

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Information

CAPTION

A. Requesting approval to advertise for "Hidalgo County Levee Improvements North Banker Floodway Levee".

B. Requesting approval to advertise for "DHS Segments 0-6A, 0-6B and 0-6C".

C. Requesting approval to accept bid and award contract to the most qualified bidder meeting all requirements and specifications for Bid No: 08-010-06-26 "Mission Levee Improvements Project Inspiration Rd. to Abram Rd."

BACKGROUND

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Fiscal Impact

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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Jaime Salazar      Started On: 06/26/2008 10:40 AM  
Final Approval Date: 06/27/2008

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