

AI-22469

4.

FM681 concurrence

DRAINAGE DISTRICT

Date: 08/17/2010

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval and concurrence on plans of proposed State Highway improvement FM 681 (CSJ: 0669.01-048).

BACKGROUND

Fiscal Impact

Attachments

Link: [BACKUP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2010 04:09 PM	APRV
2	Perla Lopez	Perla Lopez	08/12/2010 04:12 PM	APRV
3	Final Approval		08/13/2010 04:28 PM	NEW

Form Started By: Sylvia Sanchez

Started On: 08/12/2010 02:01 PM

Final Approval Date: 08/13/2010

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST. NO.	COUNTY	
TEXAS	21	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0669	01	048	FM 681

STATE OF TEXAS

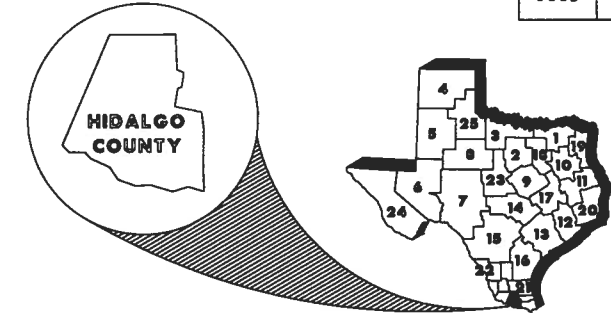
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT FEDERAL AID PROJECT:

CSJ: 0669-01-048
NET LENGTH OF PROJECT = 23362.94 FT = 4.425 MI
LIMITS: FROM 1.5 MILES N. OF FM 2058 TO FM 681/FM490(W)

FM 681 HIDALGO COUNTY

REHABILITATION OF EXISTING ROADWAY FACILITIES CONSISTING OF:
SAFETY TREATMENTS, GRADING, FLEXIBLE BASE, ASPHALT CONCRETE PAVEMENT, SEAL COAT
AND PAVEMENT MARKINGS.

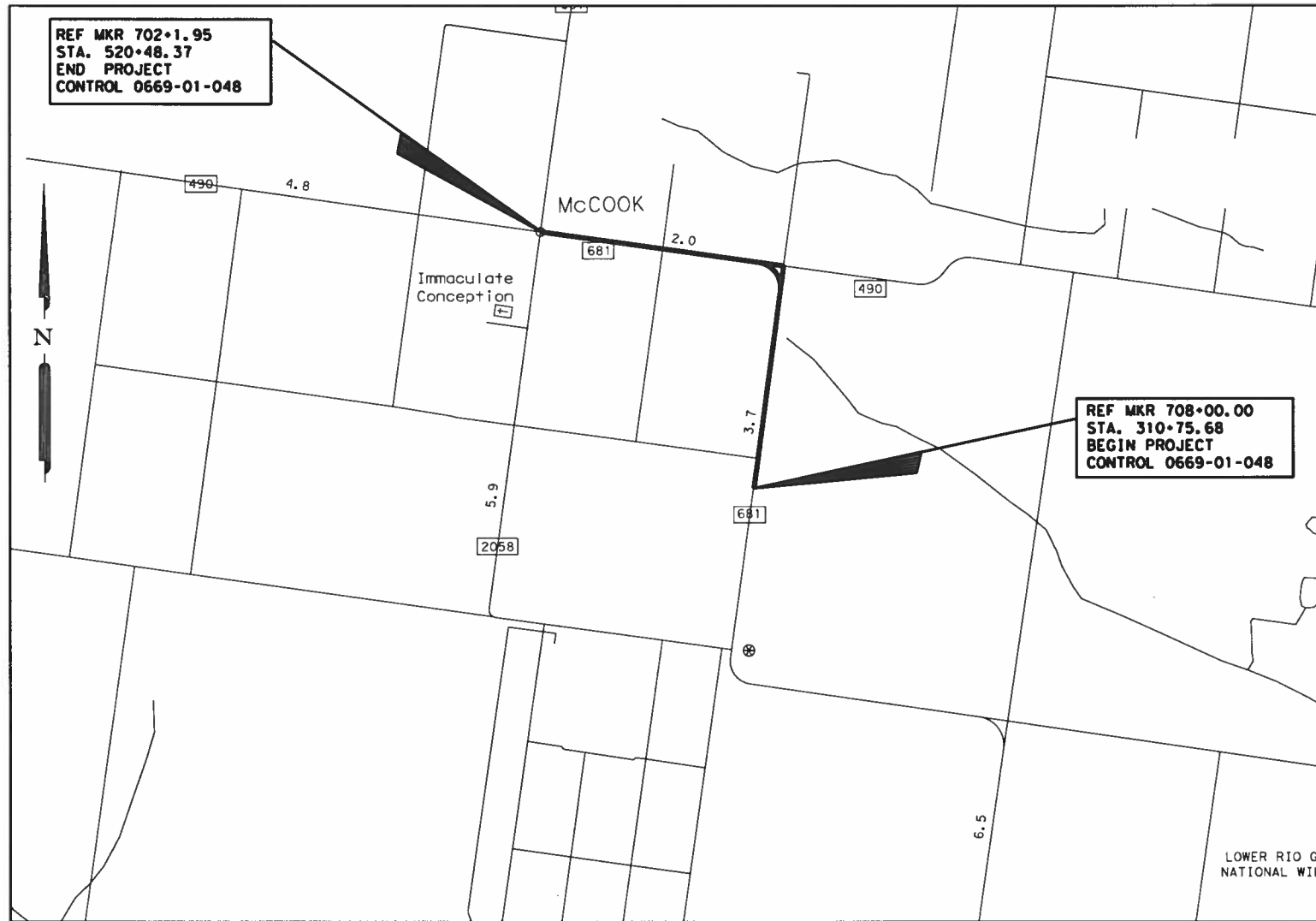


FINAL PLAN DATA:

FINAL CONTRACT PRICE: _____
 CONTRACTORS NAME: _____
 CONTRACTORS ADDRESS: _____
 LETTING DATE: _____
 DATE WORK BEGAN: _____
 DATE WORK COMPLETED: _____
 DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS:

FM 681 (0669-01-048)



LOCAL ENTITIES

COUNTY OF HIDALGO
CONCURRENCE : _____ DATE : _____

NAME _____ TITLE _____

DRAINAGE DISTRICT #1
CONCURRENCE : _____ DATE : _____

NAME _____ TITLE _____

HECTOR GONZALEZ, P.E. _____ DATE _____

T.D.L.R. INSPECTION NOT REQUIRED

PROJECT DATA

DESIGN SPEED: 55 MPH

EXCEPTIONS: NONE

EQUATIONS: STA 0+00 (TWO WAY RD) = STA 395+37.20 (FM 681)
 STA 11+45.47 (TWO WAY RD) = STA 0+00 (FM 490)
 STA 11+31.46 (FM 490) = STA 413+36.53 (FM 681)

CURRENT ADT: 5,016 (2011)
 FUTURE ADT: 8,056 (2031)

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT:
 REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH 1, 1994)



TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED FOR LETTING : _____ DATE: _____

DISTRICT DESIGN MANAGER _____

APPROVED FOR LETTING : _____ DATE: _____

DIRECTOR, TRAFFIC OPERATIONS DIVISION _____

RECOMMENDED FOR LETTING : _____ DATE: _____

DISTRICT ENGINEER _____

APPROVED FOR LETTING : _____ DATE: _____

DIRECTOR, DESIGN DIVISION _____

COUNTY: HIDALGO PROJ. NO. _____
 HWY. NO. _____ LETTING DATE _____
 DATE ACCEPTED _____

**Public Hearing Lease for Mineral Development
DRAINAGE DISTRICT**

Date: 08/17/2010
Submitted By: Jaime Salazar, DRAINAGE DISTRICT
Submitted For: Jaime Salazar
Department: DRAINAGE DISTRICT

Information

CAPTION

Pursuant to the Texas Natural Resources Code Chapter 71, Lease of Land for Mineral Development, Sub-Chapter A:

Article 71.004-Public Notice and Hearing to consider "Lease of Land for Mineral Development" for the following described parcel of land; property owned by the Hidalgo County Drainage District No. 1 and described as:

Tract II A 0.154 acre tract of land, more or less, out of Lot Eight (8), A Wayne Wood Subdivision, Hidalgo County, Texas, as per map of plat thereof recorded in Volume 1, Page 59, Map Records, Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	08/13/2010 03:11 PM	APRV
2	Perla Lopez	Perla Lopez	08/13/2010 03:43 PM	APRV
3	Final Approval		08/13/2010 04:28 PM	NEW
Form Started By: Jaime Salazar			Started On: 08/13/2010 02:57 PM	
Final Approval Date: 08/13/2010				

**Change Orders
DRAINAGE DISTRICT**

Date: 08/17/2010
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval of Change Order No. 6 on the Contract with Longhorn Excavators, Inc. for the Construction of Mission Levee Improvement Project-Inspiration Rd. to Abram Rd. (3.91 miles).

B. Request approval of Change Order No. 18A and No. 28 on the Contract with Ballenger Construction Company for the Construction of Levee DHS 0-4A. Subject to Department of Homeland Security (DHS) concurrence.

C. Request approval of Change Order No. 10, No. 11, No. 13 and No. 14 on the Contract with Ballenger Construction Company for the Construction of Levee DHS 0-4C. Subject to Department of Homeland Security (DHS) concurrence.

D. Request approval of Change Order No. 29 on the Contract with SER Construction Partners, LTD. for the Construction of Levee DHS 0-7. Subject to Department of Homeland Security (DHS) concurrence.

E. Request approval of Change Order No. 21 on the Contract with Williams Brothers Construction Co., Inc. for the Construction of Levee DHS 0-9 PH I. Subject to Department of Homeland Security (DHS) concurrence.

F. Request approval of Change Order No. 22 on the Contract with Williams Brothers Construction Co., Inc. for the Construction of Levee DHS 0-10. Subject to Department of Homeland Security (DHS) concurrence.

BACKGROUND

Fiscal Impact

Attachments

- Link: [Mission Levee CO#6](#)
- Link: [DHS 0-4A CO#18A](#)
- Link: [DHS 0-4A CO#28](#)
- Link: [DHS 0-4C CO#10](#)
- Link: [DHS 0-4C CO#11](#)
- Link: [DHS 0-4C CO#13](#)

Link: [DHS 0-4C CO#14](#)

Link: [DHS 0-7 CO#29](#)

Link: [DHS 0-9 PH I CO#21](#)

Link: [DHS 0-10 CO#22](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 01:38 PM	APRV
2	Perla Lopez	Perla Lopez	08/13/2010 02:41 PM	APRV
3	Final Approval		08/13/2010 04:28 PM	NEW

Form Started By: Minerva Luna

Started On: 08/13/2010 10:06 AM

Final Approval Date: 08/13/2010

**HIDALGO County Drainage District No. 1
MISSION LEEVE IMPROVEMENTS PROJECT
MISSION LEEVE IMPROVEMENT PROJECT INSPIRATION RD TO ABRAM RD (STA. 194+52 TO STA. 384+00)**

CHANGE ORDER NO. 6

Date: April 26, 2010

Contractor: Longhorn Excavators, Inc.
8653 FM 2759
Richmond, Tx 77469

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: MISSION LEEVE IMPROVEMENTS PROJECT
MISSION LEEVE IMPROVEMENT PROJECT
INSPIRATION RD TO ABRAM RD (STA. 194+52 TO STA.
384+00)

Contract No. 08-010-07-01
Dannenbaum No. 4287-03

Description:
Reimbursement for Associated Engineering Fee Related to;
Gateway Pipe Modifications Due to Contractor Error.

Contract Amount:

Original Contract Price:	\$ 4,869,979.64
Previous Change Order(s):	\$ (7,633.31)
Contract price prior to this change order:	\$ 4,862,346.33
Net increase (decrease) from this change order:	\$ (1,649.93)
Contract price with all change orders to date (including this change order):	\$ <u>4,860,696.40</u>

Contract Time:

Authorized contract time change:	
Previous Total	0 days
This Change Order	<u>0</u> days
Total to Date	0 days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC

Richard D. Seitz, P.E. 6/1/2010
Richard D. Seitz, P.E. Date
Resident Project Representative

OWNER:

Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Longhorn Excavators, Inc.

JDP 7/27/10
John D. Parker Date

HIDALGO COUNTY
 JUL 28 2010
 CANCELLED JUL 28 2010
 JUL 27 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY
 JUL 28 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY
 APR 28 2010
 DRAINAGE DISTRICT #1

ENGINEERS TABULATION OF COST

For Professional Services:

Additional Engineering, Surveying and/or Inspection Services for evaluating and/or inspecting "Corrections or Removal of Defective Work".
 Related to the Hidalgo County Levee Improvement Project: **MISSION LEVEE PHASE II (INSPIRATION ROAD)(3.91 MILES) (W.A. NO. 3)**

TASK CODE	DESCRIPTION OF WORK TASK	MHRS PER TASK	RATE	TOTAL COST PER TASK
9515	Engineering Time for Gatewell Pipe Mods due to Contractor Error Omar Anzaldua Richard D. Seitz	6.00	\$ 120.31	\$ 721.85
		4.50	\$ 206.24	\$ 928.08
		Subtotal	10.50	
	TOTALS	10.50		\$ 1,649.93

HIDALGO COUNTY
~~CANCELLED JUL 28 2010~~
 MAY 17 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY
 JUL 28 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY
~~CANCELLED JUL 28 2010~~
 APR 28 2010
 DRAINAGE DISTRICT #1

ENGINEERS COST BACKUP

**MISSION LEVEE PHASE II
INSPIRATION ROAD (3.91 MILES) (W.A. NO. 3)**

TIMESHEETS FOR TASK CODE 9515

HIDALGO COUNTY
MAY
CANCELLED JUL 28 2010
DRAINAGE DISTRICT #1

HIDALGO COUNTY
JUL 28 2010
DRAINAGE DISTRICT #1

HIDALGO COUNTY

APR 28 2009
DRAINAGE DISTRICT #1

DANN BAUM

NAME:

Omar Anzaldua

OFFICE:

MCALLEN

HOME DEPT.

1540

EMPLOYEE NO.

112400

PERIOD ENDING MO. DAY YR. 10/15/2009

TOTAL HOURS

88.00

TOTAL REG. HOURS

88.00

PAID O/T HRS.

-

UNPAID OVERTIME EARNED YTD 0.00 PERSONAL TIME OFF YTD 0.00

SIGNATURE: Omar Anzaldua

APPROVED BY

[Signature]

PROJECT #	TASK	DESCRIPTION	Thu 10/1/2009	Fri 10/2/2009	Sat 10/3/2009	Sun 10/4/2009	Mon 10/5/2009	Tue 10/6/2009	Wed 10/7/2009	Thu 10/8/2009	Fri 10/9/2009	Sat 10/10/2009	Sun 10/11/2009	Mon 10/12/2009	Tue 10/13/2009	Wed 10/14/2009	Thu 10/15/2009	REG. HOURS	PAID O/T HOURS
4287-03	7037	DHS O-4B	4.00	4.00			2.00	2.00	2.00	4.00	2.00			1.00	1.00	2.00	1.00	25.00	
4408-01	4000	Laredo 120 MGD Water Plant (Preliminary Engineering)	1.00	1.00			1.00	2.00	1.00	1.00	1.00				2.00	2.00	1.00	13.00	
4287-03	9520	Metal Beam Guard Rail Chimney Park	0.50	0.50														1.00	
4287-03	9520	Mission Levee Ph I Gatewell modification	1.00	1.00			1.00				2.00			2.00	1.00	1.00		9.00	
4287-03	9530	O-4A Gate Opening Modification					1.00	1.00									1.00	3.00	
4287-03	9531	O-4A CBP Metal Beam Guardrail modification					1.00		1.00	0.50	0.50						1.00	4.00	
4287-03	9533	O-4A Bollard Gap Remediation	0.50	0.50			0.25			1.00	1.00			1.00				4.25	
4287-03	9543	O-4C Bollard Gap Remediation					0.25											0.25	
4410-02	9507	O-7 CPB MBGR Mods								0.50	0.50							1.00	
4410-03	9504	O-8 Bollard Gap Remediation					0.25											0.25	
4410-04	9511	O-9 Bollard Gap Remediation					0.25											0.25	
4410-04	9521	O-9 Ph. 2 Bollard Gap Remediation					0.25											0.25	
4410-05	9504	O-10 Bollard Gap Remediation					0.25											0.25	
4410-07	9506	O-6A Bollard Gap Remediation					0.25											0.25	
4410-08	9504	O-6BC Bollard Gap Remediation					0.25											0.25	
4287-03	9546	O-4C 24" Gas line Wall Modification	1.00	1.00				1.00									1.00	4.00	
4287-03	9515	Mission Levee Ph II Gatewell Modificaiton									1.00			2.00	2.00		1.00	6.00	✓
4043-80	0583	Valencia Ph I Section II QA/QC															1.00	1.00	
4410-02	5037	DHS O-7A Wall Extension							1.00	1.00					2.00	2.00		6.00	
4410-04	9502	O-9Ph II (Extension to Ornamental)							1.00									1.00	
4410-06	5050	O-6A 2nd Extension (Modified light pole Field Visit)							2.00									2.00	
4410-04	9514	O-9 Ph II MGBF Dwgs/Change Order												2.00		1.00		3.00	
4287-06	5052	North Banker Floodway Levee conf. call															1.00	1.00	
G.O.E. #	DEPT	G.O.E DESCRIPTION	Thu 10/1/2009	Fri 10/2/2009	Sat 10/3/2009	Sun 10/4/2009	Mon 10/5/2009	Tue 10/6/2009	Wed 10/7/2009	Thu 10/8/2009	Fri 10/9/2009	Sat 10/10/2009	Sun 10/11/2009	Mon 10/12/2009	Tue 10/13/2009	Wed 10/14/2009	Thu 10/15/2009	REG. HOURS	PAID O/T HOURS
0000-SI	1540	Sick Leave						2.00										2.00	

TOTAL HOURS PER DAY

8.00 8.00 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 0.00 0.00 8.00 8.00 8.00 8.00 88.00 0.00

DRAINAGE DISTRICT #1
CANCELLED JUL 28 2010
HIDALGO COUNTY

DRAINAGE DISTRICT #1
JUL 28 2010
HIDALGO COUNTY

NAME:
Richard Seitz

OFFICE:
MCALLEN

HOME DEPT. **1540**

EMPLOYEE NO.
705500

PERIOD MO. DAY YR
ENDING **10/15/2009**

TOTAL HOURS **88.00**

TOTAL REG. HOURS **88.00**

PAID OUT HRS
-

UNPAID OVERTIME EARNED YTD **-627.50**
PERSONAL TIME OFF YTD **22.50**

SIGNATURE _____ APPROVED BY _____

PROJECT #	TASK	DESCRIPTION	Thu 10/1/2009	Fri 10/2/2009	Sat 10/3/2009	Sun 10/4/2009	Mon 10/5/2009	Tue 10/6/2009	Wed 10/7/2009	Thu 10/8/2009	Fri 10/9/2009	Sat 10/10/2009	Sun 10/11/2009	Mon 10/12/2009	Tue 10/13/2009	Wed 10/14/2009	Thu 10/15/2009	REG. HOURS	PAID OT HOURS
4287-04	5050	COMMON LEEVEE (5.3)WCD & CO - ROCK RIPRAP		0.50	0.50		0.25											1.25	
4287-03	9520	MISSION LEEVEE PH I WCD & CO - RECONCILLATION			0.50		0.25											0.75	
4287-03	9520	MISSION LEEVEE PH I - CHIMINEY PARK MBGF	0.50	0.25										0.25				1.00	
4287-03	9520	MISSION LEEVEE PH I - GATEWELL NOT TO PLAN	1.00	0.50														1.50	
4287-03	9515	MISSION LEEVEE PH II WCD & CO - PIPE & HDWL EXT		0.25	0.75						1.50	1.00						3.50	
4287-03	7050	0-04A CONST ISSUES - 5X5 RCB XING & JT ALIGNMT			0.50							1.00						1.50	
4287-03	9546	0-04C CONST ISSUES - 24' GAS LINE XING			0.50							1.00		0.50	1.00			3.00	
4410-07	5050	0-06 A WCD & CO - PERIMETER RD REVISIONS	1.00		0.50												0.25	1.75	
4410-07	5050	0-06 A WCD & CO - WALL DELETIONS					2.00									1.00	0.25	3.25	
4410-08	5050	0-06 B-C WCD & CO			1.00							2.00						3.00	
4410-02	5060	0-07 WCD & CO			0.50													0.50	
4410-03	5060	0-08 WCD & CO - ANTI-CLIMB FENCES			0.50									0.25	0.50			1.25	
4410-04	5050	0-09 PH I WCD & CO /CONST ISSUES / F. V.'s / RFI			0.50							1.00						1.50	
4410-04	6050	0-09 PH II WCD & CO /CONST ISSUES / F. V.'s / RFI			0.50							1.00						1.50	
4410-05	5050	0-10 WCD & CO /CONST ISSUES / F.V.'s / RFI			0.75							1.00						1.75	
4287-04	5060	Common Levee Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.50	0.25	0.50	0.50	0.50	5.75	
4287-03	5060	Mission Levee Ph I Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.50	0.25	0.50	0.50	0.50	5.75	
4287-03	8060	Mission Levee Ph II Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.50	0.50	0.25	0.50	0.50	5.75	
4287-03	7050	0-04A Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.50	0.50	0.50	0.50	0.50	6.00	
4287-03	7050	0-04C Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.50	0.50	0.50	0.50	0.50	6.00	
4410-01	5060	0-05 Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.50	0.50	0.50	0.50	0.50	6.00	
4410-07	5060	0-06A Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.75	0.50	0.50	0.50	0.50	6.25	
4410-08	5060	0-06BC Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.75	0.50	0.50	0.50	0.50	6.25	
4410-02	5060	0-07 Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.50	0.50	0.50	0.50	0.50	6.00	
4410-03	5060	0-08 Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.50	0.50	0.50	0.50	0.50	6.00	
4410-04	5060	0-09 Ph I Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.75	0.50	0.50	0.50	0.50	6.25	
4410-04	5060	0-09 Ph II Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.75	0.50	0.50	0.50	0.50	6.25	
4410-05	5060	0-10 Proj Compl, Pay Est.	0.50	0.50			0.50	0.50	0.50	0.50	0.50		0.75	0.50	0.50	0.50	0.50	6.25	
4287-03	7052	0-04 A DHS WEEKLY MEETING									0.25							0.25	
4287-03	7052	0-04 C DHS WEEKLY MEETING									0.25							0.25	
1410-01	5050	0-05 DHS WEEKLY MEETING									0.25							0.25	
1410-07	5052	0-06 A DHS WEEKLY MEETING									0.25							0.25	
1410-08	5052	0-06 B-C DHS WEEKLY MEETING									0.25							0.25	
1410-02	5052	0-07 DHS WEEKLY MEETING									0.25							0.25	
1410-03	5052	0-08 DHS WEEKLY MEETING									0.25							0.25	
1410-04	5052	0-09 PH I DHS WKLY MTG									0.25							0.25	

CANCELLED JUL 28 2010
 MAY 1 2010
 DRAINAGE DISTRICT #1
 HIDALGO COUNTY

HIDALGO COUNTY
 JUL 28 2010

NAME:
Richard Seitz

OFFICE:
MCALLEN

HOME DEPT. 1540

EMPLOYEE NO.
705500

PERIOD ENDING MO. DAY
10/15/2009

TOTAL HOURS 88.00

TOTAL REG. HOURS 88.00

PAID O/T HRS. -

UNPAID OVERTIME EARNED YTD -627.50
PERSONAL TIME OFF YTD 22.50

SIGNATURE APPROVED BY

PROJECT #	TASK	DESCRIPTION	Thu 10/1/2009	Fri 10/2/2009	Sat 10/3/2009	Sun 10/4/2009	Mon 10/5/2009	Tue 10/6/2009	Wed 10/7/2009	Thu 10/8/2009	Fri 10/9/2009	Sat 10/10/2009	Sun 10/11/2009	Mon 10/12/2009	Tue 10/13/2009	Wed 10/14/2009	Thu 10/15/2009	REG. HOURS	PAID O/T HOURS
4410-04	5052	0-09 PH II DHS WEEKLY MEETING								0.25								0.25	
4410-05	5052	0-10 DHS WKLY MTG								0.25								0.25	
4410-07	9503	DHS O-06A WALL EXT #2 (EASTWD TO POE FENCE)							2.00									2.00	
4410-02	5037	DHS O-07A WALL/BR EXT (EASTWD TO POE FENCE)		1.00					1.00						1.25			3.25	
4410-03	5037	DHS O-08A WALL EXT (WESTWD TO POE FENCE)													1.00			1.00	
4410-03	9500	DHS Segment O-8 Flat Anti Climbing											0.25					0.25	
4287-03	9507	O-04C Address Contr. Issues With HCDD#1 Attorney															1.50	1.50	
4287-03	9521	Mission Ph I - Metal Beam Guard Rail Addition									0.75			0.50				1.25	
4287-03	9533	0-04A - Bollard Gap Remediation						0.50						0.25				0.75	
4287-03	9542	0-04C - Low Concrete Issues												0.50				0.50	
4110-01	9502	0-05 - Low Strength Concrete Issue												0.50				0.50	
4410-07	9502	0-06A - Low Strength Concrete Issue												0.25				0.25	
4410-02	9504	0-07 - Low Strenght Concrete Issue												0.25				0.25	
4410-03	9502	0-08 - Low Strength Concrete Issue												0.25				0.25	
4410-04	9521	0-09Ph II - Bollard Gap Remediation																0.25	0.25
4410-04	9523	0-09Ph II - Wall Height Remediation													0.25			0.25	
4410-05	9502	0-10 - Low Strength Stem Concrete												0.25				0.25	0.50
4410-02	9507	0-07 - CBP MBGF MODS								0.50	0.25							0.75	
0045-17	0121	Scoping meeting with STC						2.00										2.00	
																		-	
G.O.E. #	DEPT	G.O.E DESCRIPTION	Thu 10/1/2009	Fri 10/2/2009	Sat 10/3/2009	Sun 10/4/2009	Mon 10/5/2009	Tue 10/6/2009	Wed 10/7/2009	Thu 10/8/2009	Fri 10/9/2009	Sat 10/10/2009	Sun 10/11/2009	Mon 10/12/2009	Tue 10/13/2009	Wed 10/14/2009	Thu 10/15/2009	REG. HOURS	PAID O/T HOURS
0000-PT	1540	Unpaid Overtime (-)	(1.50)	(1.00)	(7.00)		(1.50)	(1.00)	(1.50)	(1.50)	(1.00)	(8.00)	(8.00)	(1.50)	(1.50)	(1.00)	(1.50)	(37.50)	
0000-PA	1540	Profess. Activities/Synerteam Mtng																-	
0000-PE	1540	Personnel Administration					0.50							0.50				1.00	
0000-OF	1540	General Office	0.50															0.50	1.00
																		-	
TOTAL HOURS PER DAY			8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	88.00	0.00

HIDALGO COUNTY
DRAINAGE DISTRICT #1
JUL 28 2010

HIDALGO COUNTY
DRAINAGE DISTRICT #1
MAY 28 2010
CANCELLED JUL 28 2010

HIDALGO COUNTY
DRAINAGE DISTRICT #1
APR 28 2010

HIDALGO COUNTY

CANCELLED 2010
MAY
JUL 28 2010
DRAINAGE DISTRICT #4

NAME:
Richard Seitz

OFFICE:
MCALLEM

HOME DEPT.: 1540

EMPLOYEE NO.: 705500

PERIOD ENDING: MO. DAY YR. 10/31/2009

SIGNATURE: *Richard D. Seitz*

APPROVED BY: JUL 28 2010
TOTAL HOURS: 88.00

TOTAL REG. HOURS: 88.00

PAID OFF HRS.: -

UNPAID OVERTIME EARNED YTD: -648.00
PERSONAL TIME OFF YTD: 29.50

PROJECT #	TASK	DESCRIPTION	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	REG.	PAID OFF
			10/16/2009	10/17/2009	10/18/2009	10/19/2009	10/20/2009	10/21/2009	10/22/2009	10/23/2009	10/24/2009	10/25/2009	10/26/2009	10/27/2009	10/28/2009	10/29/2009	10/30/2009	10/31/2009	HOURS	HOURS
4287-03	5050	MISSION LEVEE (INSPIRATION 3.91)	0.25																0.25	
4287-03	7050	0-04A WCD & CO /CONST ISSUES	0.25																0.25	
4287-03	7050	0-04C WCD & CO /CONST ISSUES								2.00									2.00	
4410-07	5050	0-06 A WCD & CO /CONST ISSUES	0.75			0.50			1.00					1.00	0.50				3.75	
4410-08	5050	0-06 B-C WCD & CO /CONST ISSUES					0.50												0.50	
4410-02	5060	0-07 WCD & CO /CONST ISSUES					0.50										0.50		1.00	
4410-03	5060	0-08 WCD & CO /CONST ISSUES					0.50		0.25								4.50		5.25	
4410-04	5050	0-09 PH I WCD & CO /CONST ISSUES												0.50					0.50	
4410-04	6050	0-09 PH II WCD & CO / CONST ISSUES	0.25							2.00									2.25	
4410-05	5050	0-10 WCD & CO /CONST ISSUES												0.50					0.50	
4287-04	5060	Common Levee Proj Compl, Pay Est.	0.25			0.50		0.50		0.25			0.75			0.25	0.25		2.75	
4287-03	5060	Mission Levee Ph I Proj Compl, Pay Est.	0.25			0.50		0.50		0.25			0.75			0.25	0.25		2.75	
4287-03	8060	Mission Levee Ph II Proj Compl, Pay Est.	0.25			0.50		0.50		0.25			0.75			0.50	0.25		3.00	
4287-03	7050	0-04A Proj Compl, Pay Est.	0.25			0.50		0.50		0.50			0.75			0.50	0.25		3.25	
4287-03	7050	0-04C Proj Compl, Pay Est.	0.25			0.50		0.25		0.25			0.75			0.50	0.25		2.75	
4410-01	5060	0-05 Proj Compl, Pay Est.	0.25			0.50		0.25		0.25			0.75	0.50	0.25	0.50	0.25		3.50	
4410-07	5060	0-06A Proj Compl, Pay Est.	0.25			0.50		0.25	0.50	0.75			0.50	0.50	0.25	0.50	0.25		4.25	
4410-08	5060	0-06BC Proj Compl, Pay Est.	0.25			0.50		0.25	0.50	0.25			0.50	0.50	0.25	0.50	0.25		3.75	
4410-02	5060	0-07 Proj Compl, Pay Est.	0.25			0.50		0.25	0.50	0.50			0.50	0.50	0.25	0.50	0.25		4.00	
4410-03	5060	0-08 Proj Compl, Pay Est.	0.25			0.50		0.25	0.50	0.50			0.50	0.50	0.25	0.50	0.25		4.00	
4410-04	5060	0-09 Ph I Proj Compl, Pay Est.	0.25			0.50		0.25	0.50	0.25			0.50	0.50	0.25	0.50	0.25		3.75	
4410-04	5060	0-09 Ph II Proj Compl, Pay Est.	0.25			0.50		0.25	0.50	0.50			0.50	0.50	0.25	0.50	0.25		4.00	
4410-05	5060	0-10 Proj Compl, Pay Est.				0.50		0.25	0.50	0.25			0.50	0.50	0.25	0.50	0.25		3.50	
4287-03	7052	0-04 A & C DHS WEEKLY MEETING						0.50											0.50	
4410-01	5050	0-05 DHS WEEKLY MEETING						0.25											0.25	
4410-07	5052	0-06 A DHS WEEKLY MEETING						0.25											0.25	
4410-08	5052	0-06 B-C DHS WEEKLY MEETING						0.25											0.25	
4410-02	5052	0-07 DHS WEEKLY MEETING						0.25											0.25	
4410-03	5052	0-08 DHS WEEKLY MEETING						0.25											0.25	
4410-04	5052	0-09 PH I DHS WKLY MTG						0.25											0.25	
4410-04	5052	0-09 PH II DHS WEEKLY MEETING						0.25											0.25	
4410-05	5052	0-10 DHS WKLY MTG						0.25											0.25	
4287-03	7030	DHS SEGMENT 0-4B PLANS	0.50											0.50					1.00	
4410-07	9503	DHS 06A WALL EXT(2)												0.25					0.25	
4410-02	5037	DHS EXT OF EX. 07A WALL EASTWD TO POE FENCE	0.25			0.25	0.25	0.25	0.25	0.25				0.25			0.25		2.00	
4410-03	5037	DHS EXT OF EX. 08A WALL WESTWD TO POE FENCE											0.50	0.25					0.75	
4410-03	9500	DHS SEGMENT 0-8 GATE MODIFICATIONS	0.25			0.25								0.25					0.75	

NAME: **Richard Seitz** OFFICE: **MCALLEN**

HOME DEPT. **1540** EMPLOYEE NO. **705500**

PERIOD ENDING **10/31/2009** MO. DAY YR.

TOTAL HOURS **88.00** TOTAL REG. HOURS **88.00**

PAID OVT HRS. **-**

UNPAID OVERTIME EARNED YTD **-648.00** PERSONAL TIME OFF YTD **29.50**

SIGNATURE *Richard Seitz* APPROVED BY

PROJECT #	TASK	DESCRIPTION	Fri 10/16/2009	Sat 10/17/2009	Sun 10/18/2009	Mon 10/19/2009	Tue 10/20/2009	Wed 10/21/2009	Thu 10/22/2009	Fri 10/23/2009	Sat 10/24/2009	Sun 10/25/2009	Mon 10/26/2009	Tue 10/27/2009	Wed 10/28/2009	Thu 10/29/2009	Fri 10/30/2009	Sat 10/31/2009	REG. HOURS	PAID OVT HOURS
4287-03	9502	DHS SEGMENT O-4A GATE MODIFICATIONS	0.25			0.25								0.25					0.75	
4410-03	9500	DHS SEGMENT O-8 RIPRAP	0.25											0.25					0.50	
4410-03	9500	DHS Segment O-8 Flat Anti Climbing				0.25													0.25	
4410-01	9502	Low Strength Concrete Issue				0.25													0.25	
4410-05	9500	Site Review of Low Strength Stem Panel	2.50																2.50	
4287-03	9501/15	Mission Ph 2 - Headwall Relocations & Outfall Pipe Ext							0.50						0.50				1.00	✓
9127-99	0101	Prepresentation Mtg							3.00										3.00	
4410-07	9506	Review / Dgn Canal Crossing												2.00	3.00	1.00			6.00	
4287-03	9502	04A Joint Misalignment												1.00	2.50				3.50	
G.O.E. # DEPT G.O.E DESCRIPTION			Fri 10/16/2009	Sat 10/17/2009	Sun 10/18/2009	Mon 10/19/2009	Tue 10/20/2009	Wed 10/21/2009	Thu 10/22/2009	Fri 10/23/2009	Sat 10/24/2009	Sun 10/25/2009	Mon 10/26/2009	Tue 10/27/2009	Wed 10/28/2009	Thu 10/29/2009	Fri 10/30/2009	Sat 10/31/2009	REG. HOURS	PAID OVT HOURS
0000-PT	1540	Unpaid Overtime (-)	(1.00)		(6.00)	(0.75)	(0.75)	(1.00)	(0.50)	(1.00)		(5.00)	(1.00)	(1.00)	(1.00)	(1.00)	(0.50)		(20.50)	
0000-TO	1540	Personal Time Off (+)					7.00												7.00	
0000-OF	1540	General Office	0.50		6.00							5.00							12.00	
9000-PE	1540	Personnel Administration				0.50							0.50						1.00	
9000-PA	1540	Profess. Activities/Synerteam Mtng						2.00											2.00	
TOTAL HOURS PER DAY			8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	88.00	0.00

HIDALGO COUNTY
 DRAINAGE DISTRICT #1
 JUL 28 2010
 CANCELLED JUL 28 2010
 APR 2010
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY- MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: HCDD No. 1 – Hidalgo County Mission
(Name, address) Levee Improvement Project/Inspiration to
Abram Rd (3.91 Miles)

PROJECT NO. 4287-03

LOG NO. 182

TO: Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78541

DATE: July 28, 2010

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza, CFM
Project Director

If checked below, please:

- () Acknowledge receipt of enclosures.
() Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____
 in accordance with your request _____

FOR YOUR:

approval _____ distribution to parties _____ information _____ use
 review & comment _____ record (s)
 Other: _____

THE FOLLOWING:

Drawings _____ Shop Drawings Prints _____ Samples _____
 Specifications _____ Shop Drawing Reproducibles _____ Product Literature _____
 Change Order _____ Other _____

Copies	Date	Rev. No.	Description	Action Code
3	07/28/10		Originals - Levee Improvements Project /Mission Levee Inspiration to Abram Change Order No. 6	D

ACTION CODE

- A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. For Processing
F. SEE REMARKS BELOW

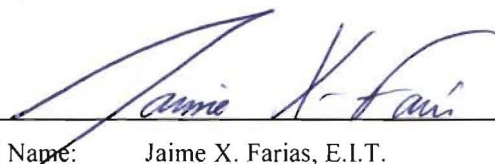
REMARKS:

Please review. Respectfully, upon approval we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. Thank you.

COPIES TO:
4287-03(3.91 Miles)/File

HIDALGO COUNTY

BY:



Hand-Delivery
Signature

JUL 28 2010

Printed Name: Jaime X. Farias, E.I.T.

**HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4A (3.91 MILES)**

CHANGE ORDER NO. 18A

Date: April 5, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4A (3.91 MILES)

Contract No. 08-023-09-30
Dannenbaum No. 4287-03

Description:

Reconstruct existing 40 foot gate opening at Station 575+50 to a 20 foot gate opening.

Contract Amount:

Original Contract Price:	\$	39,809,630.95
Previous Change Order(s):	\$	(72,781.44)
Contract price prior to this change order:	\$	39,736,849.51
Net increase (decrease) from this change order:	\$	30,107.30
Contract price with all change orders to date (including this change order):	\$	39,766,956.81

Contract Time:

Authorized contract time change:		
Previous Total	31	days
This Change Order	<u>0</u>	days
Total to Date	31	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 4/9/10
Resident Project Representative

OWNER:

Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Ballenger Construction Co.


Joe C. Ballenger Date 4/12/10
President

HIDALGO COUNTY

APR 13 2010

DRAINAGE DISTRICT #1

HIDALGO COUNTY

APR 06 2010

DRAINAGE DISTRICT #1

HIDALGO COUNTY
 APR 13 2010
 DRAINAGE DISTRICT #1

**HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4A (3.91 MILES)**

CHANGE ORDER NO. 18A

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: April 5, 2010

Contract No. 08-023-09-30
Dannenbaum No. 4287-03

Contractor: **Ballenger Construction Co.**
24200 North FM 509
Harlingen, Texas 78550

Description: Reconstruct existing 40 foot gate opening at Station 575+50 to a 20 foot gate opening.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
74	GATE MODIFICATION FROM 40' TO 20' OPENING	LS	0.00	\$ -	\$ -	1.00			
						GRAND TOTAL	\$	-	

HIDALGO COUNTY
 APR 06 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY
 APR 13 2010
 DRAINAGE DISTRICT #1

**HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4A (3.91 MILES)**

CHANGE ORDER NO. 18A

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: April 5, 2010
Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Contract No. 08-023-09-30
Dannenbaum No. 4287-03

Description: Reconstruct existing 40 foot gate opening at Station 575+50 to a 20 foot gate opening.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
74	GATE MODIFICATION FROM 40' TO 20' OPENING	LS	0.00	\$ -	\$ -	1.00	\$ 30,107.30	\$ 30,107.30	\$ 30,107.30
GRAND TOTAL									\$ 30,107.30

HIDALGO COUNTY
 APR 06 2010
 DRAINAGE DISTRICT #1

BALLENGER CONSTRUCTION COMPANY

40' - 20'

Labor Cost

Name	Hours	Rate	Hrs. X Rate X 1.16 Cost w/Burden	Cost X 0.25 Profit	Cost X 0.55 Burden	Cost + Profit + Burden Total
Foreman	100	\$ 21.45	\$ 2,488.20	\$ 622.05	\$ 1,368.51	\$ 4,478.76
Utility Laborer	100	\$ 9.05	\$ 1,049.80	\$ 262.45	\$ 577.39	\$ 1,889.64
Utility Laborer	100	\$ 9.05	\$ 1,049.80	\$ 262.45	\$ 577.39	\$ 1,889.64
Utility Laborer	100	\$ 9.05	\$ 1,049.80	\$ 262.45	\$ 577.39	\$ 1,889.64
Common Laborer	100	\$ 7.69	\$ 892.04	\$ 223.01	\$ 490.62	\$ 1,605.67
Common Laborer	100	\$ 7.69	\$ 892.04	\$ 223.01	\$ 490.62	\$ 1,605.67
Common Laborer	100	\$ 7.69	\$ 892.04	\$ 223.01	\$ 490.62	\$ 1,605.67
Crane Operator	50	\$ 14.00	\$ 812.00	\$ 203.00	\$ 446.60	\$ 1,461.60
Excavator Operator	12	\$ 10.83	\$ 150.75	\$ 37.69	\$ 82.91	\$ 271.36
Loader Operator	20	\$ 8.61	\$ 199.75	\$ 49.94	\$ 109.86	\$ 359.55

Materials

Description	Unit	Qty.	Unit Cost	Unit Cost X Qty. Cost	Cost X 0.25 Profit	Cost + Profit Total Cost
#5 Rebar	LB	350	\$ 0.69	\$ 241.50	\$ 60.38	\$ 301.88
Class CY Concrete	CY	4	\$ 86.00	\$ 344.00	\$ 86.00	\$ 430.00
3' x 12' Forms	LS	1	\$ 300.00	\$ 300.00	\$ 75.00	\$ 375.00

Equipment

Description	Hours	Rate	Rate X Hours Cost	Cost X 0.15 Profit	Cost + Profit Total Cost
Crew Truck	100	\$ 20.00	\$ 2,000.00	\$ 300.00	\$ 2,300.00
Utility Trailer	100	\$ 2.62	\$ 262.00	\$ 39.30	\$ 301.30
40 Ton Crane	1	\$ 2,850.00	\$ 2,850.00	\$ 427.50	\$ 3,277.50
Rescue Saw	5	\$ 55.00	\$ 275.00	\$ 41.25	\$ 316.25
Diamond Blade	4	\$ 100.00	\$ 400.00	\$ 60.00	\$ 460.00
Air Compressor	5	\$ 75.00	\$ 375.00	\$ 56.25	\$ 431.25
20 lb Hammer	5	\$ 60.00	\$ 300.00	\$ 45.00	\$ 345.00
45 lb Hammer	5	\$ 110.00	\$ 550.00	\$ 82.50	\$ 632.50
Bobcat Hoe Ram	5	\$ 225.00	\$ 1,125.00	\$ 168.75	\$ 1,293.75
Loader	20	\$ 34.00	\$ 680.00	\$ 102.00	\$ 782.00
330 Excavator	12	\$ 121.57	\$ 1,458.84	\$ 218.83	\$ 1,677.67

Subcontractor

Subcontractor	Item of Work	Unit	Qty.	Unit Cost	Unit Cost X Qty. Cost	Cost X 0.05 Profit	Cost + Profit Total Cost
JP Trucking	Haul Off Rubble	LD	2	\$ 60.00	\$ 120.00	\$ 6.00	\$ 126.00

Labor	\$17,057.21
Materials	\$1,106.88
Equipment	\$11,817.22
Subs	\$126.00
Grand Total	\$30,107.30
Qty (LS)	1
Cost / LS	\$30,107.30

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 18A

ATTACHMENT B

Date: April 12, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-4A (3.91 MI)

Contract No. 08-023-09-30
Dannenbaum No. 4287-03

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Reconstruct existing 40 foot gate opening at Station 575+50 to a 20 foot gate opening.

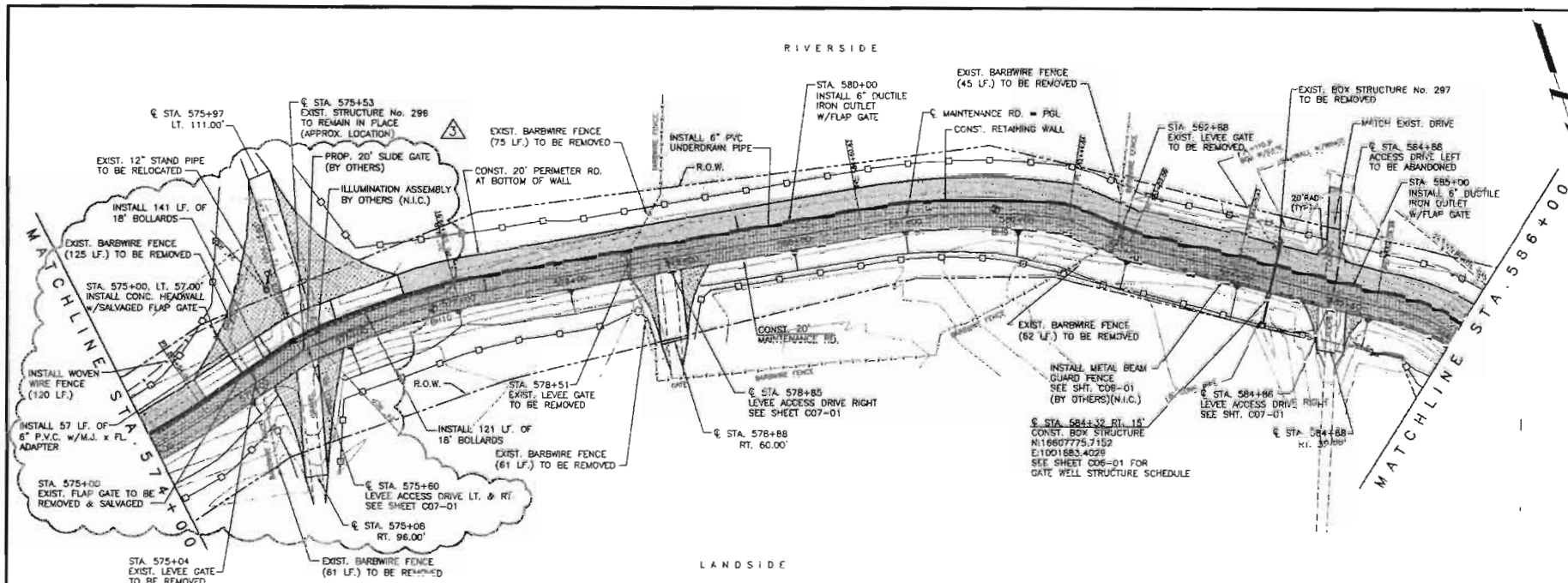
JUSTIFICATION FOR CHANGE

Due to confusion on the part of the Engineer, during the preparation of the Issued for Construction plans, the gate at Station 575+50 was noted on the plans as a 40 foot gate opening when in fact it was later pointed out by CBP that it should have been a 20 foot gate opening. Unfortunately, the gate opening was constructed as a 40 foot gate opening before this discrepancy was pointed out. This change order addresses the work necessary to revise the already constructed 40 foot gate opening to a 20 foot gate opening.

ENGINEER'S JUSTIFICATION OF COST

Engineer reviewed Contractor's "Opinion of Cost" and found it to be fair and reasonable. Therefore, Engineer recommends processing of this change order for \$30,107.30.

HIDALGO COUNTY
APR 13 2010
DRAINAGE DISTRICT #1



NOTES:

- FOR RETAINING WALL DETAILS, SEE 'S01' SERIES.
- FOR MAINTENANCE RD. DETAILS, SEE SHEET ENTITLED: PROPOSED TYPICAL SECTIONS.
- PROPOSED MAINTENANCE RD. PGL ELEVATIONS ARE FOR TOP OF CALICHE MATERIAL.
- FOR UNDERDRAIN DETAILS, SEE SHEETS ENTITLED: RETAINING WALL UNDERDRAIN SYSTEM DETAILS.

LEGEND

- PROPOSED RETAINING WALL
- PROPOSED MAINTENANCE ROAD
- PROPOSED PERIMETER ROAD AT BOTTOM OF WALL
- PROPOSED LEVEE ACCESS DRIVE EMBANKMENT
- PROPOSED SEDIMENT CONTROL FENCE
- EXISTING GEOTECHNICAL BORE
- EXISTING MAINTENANCE ROAD
- EXISTING CONTOURS
- EXISTING OVERHEAD POWERLINE
- PROPOSED GATE
- PROPOSED METAL BEAM GUARD FENCE W/POST
- M.J. = MECHANICAL JOINT
- FL = FLANGE

Scale: 1" = 40' (H) 1" = 8' (V)

Rev. No.	Description	By	Date
B	ISSUED FOR CONSTRUCTION		03-18-09
A	REVISION No. 1		01-22-09
A	FOOTING ADJUSTMENT	H.G.	02-07-09
A	GATE OPENING, RAMP, & FLAP GATE ADJUSTMENT	J.R.	10-02-09

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3677

DL, INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
212 W. 3rd Street Phone: (956) 963-8800
Westlake, Tx. 75596 Fax: (956) 447-8194

MISSION LEVEE IMPROVEMENT PROJECT
DHS SEGMENT O-4 A

PLAN & PROFILE
STA. 574+00 TO 586+00

SHEET (17 OF 18)

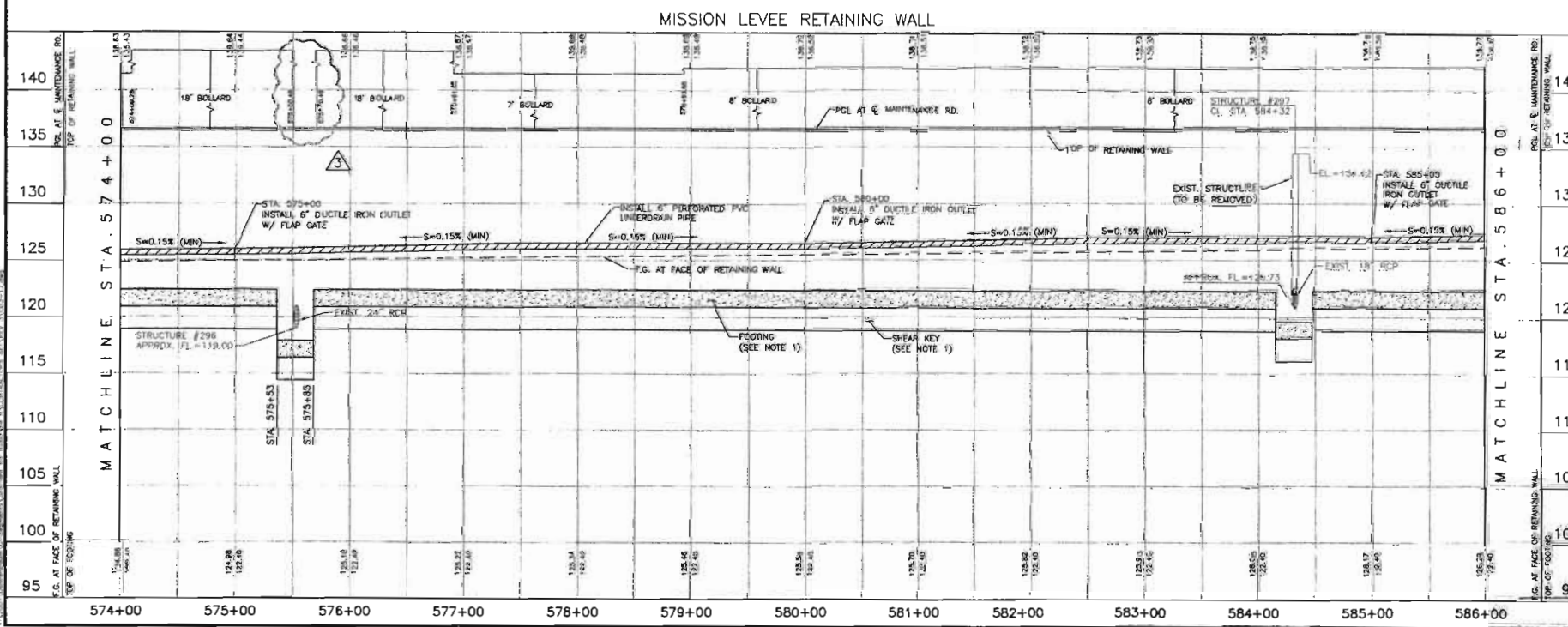
4287-03

H.G.

E.C. J.M. P.O. #1

10/2/09

MIDALGO COUNTY
CO3-17



APR 13 2010

APR 06 2010

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4A (3.91 MILES)

CHANGE ORDER NO. 28

Date: July 23, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4A (3.91 MILES)

Contract No. 08-023-09-30
Dannenbaum No. 4287-03

Description: Correction to Bid Item No. 11 not tracking correctly.

Contract Amount:

Original Contract Price:	\$	39,809,630.95
Previous Change Order(s):	\$	(302,206.65)
Contract price prior to this change order:	\$	39,507,424.30
Net increase (decrease) from this change order:	\$	510.85
Contract price with all change orders to date (including this change order):	\$	<u>39,507,935.15</u>

Contract Time:

Authorized contract time change:		
Previous Total	31	days
This Change Order	<u>0</u>	<u>days</u>
Total to Date	31	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 7/30/2010
Resident Project Representative

OWNER:

Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Ballenger Construction Co.


Joe C. Ballenger Date 7/30/10
President

HIDALGO COUNTY

JUL 30 2010

DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4A (3.91 MILES)

CHANGE ORDER NO. 28

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: July 23, 2010
 Contractor: Ballenger Construction Co.
 24200 North FM 509
 Harlingen, Texas 78550

Contract No. 08-023-09-30
 Dannenbaum No. 4287-03

Description: Correction to Bid Item No. 11 not tracking correctly.

COST SUMMARY

BID ITEM NO.	UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
		QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
11	RETAINING WALL (STEM) CY	16,315.00	\$ 751.25	\$ 12,256,643.75	16,315.68	\$ 751.25	\$ 12,257,154.60	\$ 510.85
GRAND TOTAL							\$	510.85

HIDALGO COUNTY
 JUL 26 2010
 DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4A (3.91 MILES)

CHANGE ORDER NO. 28

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: July 23, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Contract No. 08-023-09-30
 Dannenbaum No. 4287-03

Description: Correction to Bid Item No. 11 not tracking correctly.

COST SUMMARY

BID ITEM NO.	UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT	
		QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST		
11	RETAINING WALL (STEM)	CY	16,315.00	\$ 751.25	\$ 12,256,643.75	16,315.68	\$ 751.25	\$ 12,257,154.60	\$ 510.85
GRAND TOTAL								\$	510.85

CANCELLED JUL 30 2010
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1
 JUL 30 2010
 HIDALGO COUNTY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 28

ATTACHMENT B

Date: July 30, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-4A (3.91 MI)

Contract No. 08-023-09-30
Dannenbaum No. 4287-03

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Correction to Bid Item No. 11 not tracking correctly.

JUSTIFICATION FOR CHANGE

The revised quantity shown on DHS and HCDD#1 approved Change Order No. 14 should reflect the original quantity from Change Order No. 27 for Bid Item No. 11. The revised quantity on Change Order No. 14 is shown as 16,153.68 while the original quantity shown on Change Order No. 27 is 16,153.00 for a difference of 0.68. This change order is being generated to fix this error in order to correctly show what the correct revised quantity should be.

ENGINEER'S JUSTIFICATION OF COST

Straight unit cost change order.

HIDALGO COUNTY

JUL 30 2010

DRAINAGE DISTRICT #1

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY- MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: HCDD No. 1 - Levee Improvements Project
(Name, address) which coincides with DHS Segment 0-4A
(3.87 Miles)

PROJECT NO. 4287-03

LOG NO. 479

TO: Hidalgo County Drainage District No. 1
902 North Doolittle Rd.
Edinburg, Texas 78541

DATE: July 30, 2010

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza, CFM
Project Director

If checked below, please:

() Acknowledge receipt of enclosures.

() Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____
_____ in accordance with your request _____

FOR YOUR:

approval distribution to parties _____ information _____ use
_____ review & comment _____ record (s)
Other: _____

THE FOLLOWING:

_____ Drawings _____ Shop Drawings Prints _____ Samples
_____ Specifications _____ Shop Drawing Reproducibles _____ Product Literature
 Change Order _____ Other _____


Copies	Date	Rev. No.	Description	Action Code
3	07/30/10		Originals - Levee Improvement Project DHS Segment O-4A Change Order No. 28	D

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office

D. For signature and forwarding as noted below under remarks
E. For Processing
F. SEE REMARKS BELOW

REMARKS: Respectfully, upon your review and approval, we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. Thank you.

COPIES TO: 4287-03 (0-4A)/File	HIDALGO COUNTY JUL 30 2010	BY: 
Hand-Delivery Signature	DRAINAGE DISTRICT #1	Printed Name: Jaime X. Farias, E.I.T.

**HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)**

CHANGE ORDER NO. 10

Date: April 22, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)

Contract No. 08-024-09-30
Dannenbaum No. 4287-03

Description:

Reimbursement for Diminished Quality Product and Associated Engineering Fee Related to;
Low Strength Concrete.

Contract Amount:

Original Contract Price:	\$	4,403,851.15
Previous Change Order(s):	\$	(63,709.91)
Contract price prior to this change order:	\$	4,340,141.24
Net increase (decrease) from this change order:	\$	(11,739.62)
Contract price with all change orders to date (including this change order):	\$	4,328,401.62

Contract Time:

Authorized contract time change:		
This Change Order	31	days
Previous Total	<u>0</u>	days
Total to Date	31	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seltz, P.E. Date 4/27/2010
Resident Project Representative

OWNER:


Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Ballenger Construction Co.


Joe C. Ballenger, Jr. Date 7/26/10
President

HIDALGO COUNTY
JUL 27 2010
DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 10

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: April 22, 2010

Contract No. 08-024-09-30
 Dannenbaum No. 4287-03

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Description: Reimbursement for Diminished Quality Product and Associated Engineering Fee Related to:
 Low Strength Concrete.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
58	REDUCTION IN COST DUE OWNER FOR DEFECTIVE WORK (LOW STRENGTH CONCRETE)	LS	0.00	\$ -	\$ -	1.00	\$ (2,754.01)	\$ (2,754.01)	\$ (2,754.01)
60	REIMBURSEMENT OF ENGINEER'S COST FOR DEFECTIVE WORK (LOW STRENGTH CONCRETE)	LS	0.00	\$ -	\$ -	1.00	\$ (8,985.61)	\$ (8,985.61)	\$ (8,985.61)
GRAND TOTAL									\$ (11,739.62)

HIDALGO COUNTY
 JUL 27 2010
 DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 10

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: April 22, 2010

Contract No. 08-024-09-30

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Dannenbaum No. 4287-03

Description:

Reimbursement for Diminished Quality Product and Associated Engineering Fee Related to:
 Low Strength Concrete.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
58	REIMBURSEMENT FOR DIMINISHED QUALITY PRODUCT	LS	0.00	\$ -	\$ -	1.00	\$ (2,754.01)	\$ (2,754.01)	\$ (2,754.01)
	ASSOCIATED ENGINEERING FEE	LS	0.00	\$ -	\$ -	1.00	\$ (8,985.61)	\$ (8,985.61)	\$ (8,985.61)
GRAND TOTAL									\$ (11,739.62)

HIDALGO COUNTY
 JUL 27 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 10

ATTACHMENT B

Date: July 27, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: HIDALGO COUNTY LEVEE
IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MI)

Contract No. 08-024-09-30

Dannenbaum No. 4287-03

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Reduction in Contract Price for Defective Work accepted by the Owner instead of correction or removal and replacement and reimbursement of Engineer's cost(s) associated with evaluation of:

Concrete Retaining Walls of Levee constructed with concrete not meeting the 28-day compressive strength requirements of the Contract Documents.

JUSTIFICATION FOR CHANGE

Portions of various concrete retaining wall panels on the above referenced levee project contain concrete that failed to attain the 28-day compressive strength required by the Contract Documents, according to test reports provided to the Engineer by L&G Engineering Laboratory, an independent testing company, hired by the Owner to perform materials testing on the Project. Failure of the concrete to meet the required 28-day compressive strength constitutes "**Defective Work**".

Pursuant to the provisions contained in Article 13, Paragraph 13.08, Subparagraph A of the Standard General Conditions of the Construction Contract, the Owner is entitled to a decrease in the Contract Price, reflecting the diminished value of "**Defective Work**" accepted by the Owner instead of correction or removal and replacement of the defective work. And the Engineer, Dannenbaum Engineering Company - McAllen, LLC., is entitled to a reimbursement of all costs incurred by the Engineer that are attributable to the aforementioned defective work performed by the Contractor.

HIDALGO COUNTY

JUL 27 2010

DRAINAGE DISTRICT #1

ENGINEER'S JUSTIFICATION OF COST

The Engineer's original design of the levee retaining walls were based upon an assumed soil density of 120 pound per square foot. Actual field densities of the soil behind the wall ranged from 105 to 112 pounds per square foot. Structural sufficiency calculations were conducted for each of the wall panels containing concrete that did not meet the 28-day compressive strength required by the Contract Documents. These calculations were conducted using the deficient concrete strengths and the actual field densities of the soil behind the wall panel containing the deficient concrete. If the results of the structural calculations met acceptable design values the wall panel was recommended by the Engineer for acceptance by the Owner instead of correction or removal and replacement. If the wall panel did not meet acceptable design values Engineer directed the Contractor to remove and reconstructed the defective panel.

In calculating the reduction in Contract Price due the Owner by the Contractor the Engineer employed the following criteria.

- Step 1: Calculate the percentage difference between the defective concrete strength and the require strength as specified in the Contract Documents.
- Step 2: Record the number of tests in each panel that did not meet the strength value specified in the Contract Documents. **Note each test represents one truck load of concrete and four (4) truck loads of concrete equals approximately one thirty-two foot, four inch (32'-4") wall panel.**
- Step 3: Calculate the decrease in Contact Price due the Owner for the defective work by multiply the Unit Price of the Wall Stem times the percentage difference in the concrete strengths obtained in Step 1 times the number of defective test in each 32'-4" wall panel obtained in Step 2 divide by four (4).

The reimbursement due to the Engineer is equal to the sum total of the Engineer's cost associated with the defective work as shown in the Engineer's "Tabulation of Costs".

HIDALGO COUNTY

JUL 27 2010

DRAINAGE DISTRICT #1

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY- MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: HCDD No. 1 – Hidalgo County Levee
(Name, address) Improvements Project /DHS Segment 0-4C
(.44 Miles)

PROJECT NO. 4287-03

LOG NO. 268

TO: Hidalgo County Drainage District No. 1
902 North Doolittle Rd.
Edinburg, Texas 78541

DATE: July 27, 2010

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza, CFM
Project Director

If checked below, please:

() Acknowledge receipt of enclosures.

() Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____

_____ in accordance with your request _____

FOR YOUR:

approval distribution to parties _____ information _____ use

_____ review & comment _____ record (s)

Other: _____

THE FOLLOWING:

_____ Drawings _____ Shop Drawings Prints _____ Samples
_____ Specifications _____ Shop Drawing Reproducibles _____ Product Literature
 Change Order _____ Other _____


Copies	Date	Rev. No.	Description	Action Code
3	07/27/10		Originals - Levee Improvements Project/DHS Segment 0-4C Change Order No. 10	D

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office

D. For signature and forwarding as noted below under remarks
E. For Processing
F. SEE REMARKS BELOW

REMARKS: Respectfully, upon your review and approval, we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. Thank you.

COPIES TO: 4287-03 (0-4C)/File	HIDALGO COUNTY JUL 27 2010	BY: 
Hand-Delivery Signature	RECEIVED AUG - 5 2010	Printed Name: Jaime X. Farias, E.I.T.

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 11

Date: May 13, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)

Contract No. 08-024-09-30
Dannenbaum No. 4287-03

Description:

Reimbursement for Diminished Quality Product and Associated Engineering Fee Related to;
Bollard Gap Remediation.

Contract Amount:

Original Contract Price:	\$	4,403,851.15
Previous Change Order(s):	\$	(75,449.53)
Contract price prior to this change order:	\$	4,328,401.62
Net increase (decrease) from this change order:	\$	(2,156.93)
Contract price with all change orders to date (including this change order):	\$	<u>4,326,244.69</u>


Contract Time:

Authorized contract time change:		
This Change Order	31	days
Previous Total	0	days
Total to Date	<u>31</u>	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 7/26/2010
Resident Project Representative

OWNER:


Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Ballenger Construction Co.


Joe C. Ballenger, Jr. Date 7/26/10
President

HIDALGO COUNTY

JUL 27 2010

DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 11

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: May 13, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Contract No. 08-024-09-30
 Dannenbaum No. 4287-03

Description: Reimbursement for Diminished Quality Product and Associated Engineering Fee Related to;
 Bollard Gap Remediation.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
59	ENGINEERING TIME RELATED TO BOLLARD GAP REMEDIATIO	LS	0.00	\$ -	\$ -	1.00	\$ (627.57)	\$ (627.57)	\$ (627.57)
62	REIMBURSEMENT OF ENGINEER'S COST FOR DEFECTIVE WORK (BOLLARD GAP REMEDIATION)	LS	0.00	\$ -	\$ -	1.00	\$ (1,529.36)	\$ (1,529.36)	\$ (1,529.36)
GRAND TOTAL									\$ (2,156.93)

HIDALGO COUNTY
 JUL 27 2010
 DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 11

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: May 13, 2010

Contract No. 08-024-09-30

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Dannenbaum No. 4287-03

Description:

Reimbursement for Diminished Quality Product and Associated Engineering Fee Related to;
 Bollard Gap Remediation.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
59	ENGINEERING TIME RELATED TO BOLLARD GAP REMEDIA	LS	0.00	\$ -	\$ -	1.00	\$ (627.57)	\$ (627.57)	\$ (627.57)
62	REIMBURSEMENT OF ENGINEER'S COST FOR DEFECTIVE WORK (BOLLARD GAP REMEDIATION)	LS	0.00	\$ -	\$ -	1.00	\$ (1,529.36)	\$ (1,529.36)	\$ (1,529.36)
GRAND TOTAL								\$	(2,156.93)

HIDALGO COUNTY
 JUL 27 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 11

ENGINEER'S EXPLANATION

Date: July 27, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: HIDALGO COUNTY LEVEE
IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MI)

Contract No. 08-024-09-30

Dannenbaum No. 4287-03

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Reduction in Contract Price for Defective Work accepted by the Owner instead of correction or removal and replacement and reimbursement of Engineer's cost(s) associated with evaluation of:

Bollard Gap Remediation due to bollard installation not meeting the required 4-inch spacing requirements of the Contract Documents.

JUSTIFICATION FOR CHANGE

The horizontal spacing (i.e. gaps) between a portion of the bollards on the above referenced levee project were installed at a spacing greater than the required 4 plus or minus ½ inch or maximum 5-inch gap required by the Contract Documents, according to field measurements taken by Dannenbaum Engineering. Spacing between bollards that exceeded 5-inches horizontally constitutes "**Defective Work.**"

Pursuant to the provisions contained in Article 13, Paragraph 13.08, Subparagraph A of the Standard General Conditions of the Construction Contract, the Owner is entitled to a decrease in the Contract Price, reflecting the diminished value of "**Defective Work**" accepted by the Owner instead of correction or removal and replacement of the defective work. And the Engineer, Dannenbaum Engineering Company - McAllen, LLC., is entitled to a reimbursement of all costs incurred by the Engineer that are attributable to the aforementioned defective work performed by the Contractor.

HIDALGO COUNTY
JUL 27 2010
DRAINAGE DISTRICT #1

ENGINEER'S JUSTIFICATION OF COST

The Engineer's original spacing requirements on bollard installation was 4-inches, and Contractor was required to install bollards based on this requirement. After DHS / CBP discovered that there were installed bollards that had more than the required spacing, they decided that a one (1) inch tolerance would be acceptable. Dannenbaum Engineering sent a crew to measure the spacing between each installed bollard panel, and came back with a tabulation showing actual spacing as placed in the field. All information was sorted, and Contractor was provided with this information.

In calculating the reduction in Contract Price due the Owner by the Contractor the Engineer employed the following criteria.

RETAINING WALL CAP

- Step 1: Calculate the average Unit Price per bollard based on the latest change order unit price.
- Step 2: Multiply this number by seventy percent (70%), as we only took seventy percent (70%) of the average unit price since we are not going to penalize Contractor for transport and fabrication costs.
- Step 3: Multiply this number by the total field counted bollard spacing deficiencies that are above five (5) inches.

The reimbursement due to the Engineer is equal to the sum total of the Engineer's cost associated with the defective work as shown in the Engineer's "Tabulation of Costs".

HIDALGO COUNTY
JUL 27 2010
DRAINAGE DISTRICT #1

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY- MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: HCDD No. 1 – Hidalgo County Levee
(Name, address) Improvements Project /DHS Segment 0-4C
(.44 Miles)

PROJECT NO. 4287-03

LOG NO. 269

TO: Hidalgo County Drainage District No. 1
902 North Doolittle Rd.
Edinburg, Texas 78541

DATE: July 27, 2010

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza, CFM
Project Director

If checked below, please:

() Acknowledge receipt of enclosures.

() Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____
_____ in accordance with your request _____

FOR YOUR:

approval distribution to parties _____ information _____ use
_____ review & comment _____ record (s)
Other: _____

THE FOLLOWING:

_____ Drawings _____ Shop Drawings Prints _____ Samples
_____ Specifications _____ Shop Drawing Reproducibles _____ Product Literature
 Change Order _____ Other _____

Copies	Date	Rev. No.	Description	Action Code
3	07/27/10		Originals - Levee Improvements Project/DHS Segment 0-4C Change Order No. 11	D

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office

D. For signature and forwarding as noted below under remarks
E. For Processing
F. SEE REMARKS BELOW

REMARKS: Respectfully, upon your review and approval, we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. Thank you.

COPIES TO:
4287-03 (0-4C)/File

RECEIVED AUG - 5 2010
HIDALGO COUNTY
JUL 27 2010
DRAINAGE DISTRICT #1

BY:



Hand-Delivery
Signature

Printed Name: Jaime X. Farias, E.I.T.

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 13

Date: June 22, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)

Contract No. 08-024-09-30
Dannenbaum No. 4287-03

Description:

Correction to unit price on bid item number fifty five (55) to reflect variance amount shown on Change Order No. 5.

Contract Amount:

Original Contract Price:	\$	4,403,851.15
Previous Change Order(s):	\$	(76,328.53)
Contract price prior to this change order:	\$	4,327,522.62
Net increase (decrease) from this change order:	\$	(90.00)
Contract price with all change orders to date (including this change order):	\$	4,327,432.62


Contract Time:

Authorized contract time change:		
This Change Order	0	days
Previous Total	31	days
Total to Date	31	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 7/26/2010
Resident Project Representative

OWNER:


Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Ballenger Construction Co.


Joe C. Ballenger, Jr. Date 7/26/10
President

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 13

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: June 22, 2010

Contract No. 08-024-09-30
 Dannenbaum No. 4287-03

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Description: Correction to unit price on bid item number fifty five (55) to reflect variance amount shown on Change Order No. 5.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
55	CONCRETE HEADWALL FOR FLAP GATE	EA	1.00	\$ 900.00	\$ 990.00	1.00	\$ 900.00	\$ 900.00	\$ (90.00)
GRAND TOTAL									\$ (90.00)

HIDALGO COUNTY
 JUL 27 2010
 DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 13

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: June 22, 2010

Contract No. 08-024-09-30
 Dannenbaum No. 4287-03

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Description: Correction to unit price on bid item number fifty five (55) to reflect variance amount shown on Change Order No. 5.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
55	CONCRETE HEADWALL FOR FLAP GATE	EA	1.00	\$ 900.00	\$ 990.00	1.00	\$ 900.00	\$ 900.00	\$ (90.00)
GRAND TOTAL									\$ (90.00)

HIDALGO COUNTY
 JUL 27 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 13

ATTACHMENT B

Date: July 27, 2010

Contractor: BALLENGER CONSTRUCTION
CO.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-4C (0.44 MI)

Contract No. 08-024-09-30

Dannenbaum No. 4287-03

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Correction to variance amount on bid item number fifty five (55) due to calculation error shown on Change Order No. 5.

JUSTIFICATION FOR CHANGE

Change Order No. 5 has been fully executed and is reflected on the most recent payment applications.

Variance amount as shown on Change Order No. 5 is incorrect. Bid item number fifty five (55) reflected a unit price of nine hundred dollars (\$900) but a variance amount of nine hundred ninety dollars (\$990). The unit price of nine hundred dollars (\$900) is correct. Since the quantity was for only one (1) unit, the variance amount of nine hundred ninety dollars (\$990) is incorrect. This change order is being generated to adjust this calculation error and reflect what the actual variance amount should be.

ENGINEER'S JUSTIFICATION OF COST

Straight unit cost change order.

HIDALGO COUNTY

JUL 27 2010

DRAINAGE DISTRICT #1

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY- MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: HCDD No. 1 – Hidalgo County Levee
(Name, address) Improvements Project /DHS Segment 0-4C
(.44 Miles)

PROJECT NO. 4287-03

LOG NO. 270

TO: Hidalgo County Drainage District No. 1
902 North Doolittle Rd.
Edinburg, Texas 78541

DATE: July 27, 2010

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza, CFM
Project Director

If checked below, please:

() Acknowledge receipt of enclosures.

() Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____
 in accordance with your request _____

FOR YOUR:

approval distribution to parties _____ information _____ use
 review & comment record (s)
Other: _____

THE FOLLOWING:

Drawings Shop Drawings Prints Samples
 Specifications Shop Drawing Reproducibles Product Literature
 Change Order Other _____

Copies	Date	Rev. No.	Description	Action Code
3	07/27/10		Originals - Levee Improvements Project/DHS Segment 0-4C Change Order No. 13	D

ACTION CODE
 A. Action indicated on item transmitted
 B. No Action Required
 C. For signature and return to this office
 D. For signature and forwarding as noted below under remarks
 E. For Processing
 F. SEE REMARKS BELOW

REMARKS: Respectfully, upon your review and approval, we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. Thank you.

COPIES TO:
4287-03 (0-4C)/File

RECEIVED AUG - 5 2010 HIDALGO COUNTY
JUL 27 2010
DRAINAGE DISTRICT #1

BY:



Hand-Delivered
Signature

Printed Name: Jaime X. Farias, E.I.T.

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 14

Date: July 7, 2010

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)

Contract No. 08-024-09-30
Dannenbaum No. 4287-03

Description: Final reconciliation on field placed quantities.

Contract Amount:

Original Contract Price:	\$	4,403,851.15
Previous Change Order(s):	\$	(76,418.53)
Contract price prior to this change order:	\$	4,327,432.62
Net increase (decrease) from this change order:	\$	(8,627.79)
Contract price with all change orders to date (Including this change order):	\$	4,318,804.83

Contract Time:

Authorized contract time change:		
This Change Order	0	days
Previous Total	31	days
Total to Date	31	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 7/24/2010
Resident Project Representative

OWNER:

Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Ballenger Construction Co.


Joe C. Ballenger, Jr. Date 7/26/10
President

HIDALGO COUNTY

JUL 27 2010

DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 14

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: July 7, 2010

Contract No. 08-024-09-30
 Dannenbaum No. 4287-03

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Description: Final reconciliation on field placed quantities.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
6	TEMPORARY SPECIAL SHORING	SF	24,949.00	\$ 2.68	\$ 66,863.32	25,134.00	\$ 2.68	\$ 67,359.12	\$ 495.80
10	RETAINING WALL (FOOTING)	CY	2,285.00	\$ 419.62	\$ 958,831.70	2,293.00	\$ 419.62	\$ 962,188.66	\$ 3,356.96
12	AGGREGATE DRAIN MATERIAL	CY	350.00	\$ 36.62	\$ 12,817.00	340.00	\$ 36.62	\$ 12,450.80	\$ (366.20)
13	PREFABRICATED SOIL DRAINAGE MAT	SF	27,108.00	\$ 5.44	\$ 147,467.52	27,480.00	\$ 5.44	\$ 149,491.20	\$ 2,023.68
24	CONC. RIP RAP CL-B (SLOPE PROTECTION)	CY	80.00	\$ 332.52	\$ 26,601.60	55.00	\$ 332.52	\$ 18,288.60	\$ (8,313.00)
26	CONC. SHOULDER (2 FT.)	LF	30.00	\$ 43.52	\$ 1,305.60	0.00	\$ 43.52	\$ -	\$ (1,305.60)
28	FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	CY	1,736.00	\$ 265.68	\$ 461,220.48	1,740.00	\$ 265.68	\$ 462,283.20	\$ 1,062.72
30	FLEXBASE (CALICHE) (TY D GR 6) (6 IN)	CY	2,000.00	\$ 23.91	\$ 47,820.00	1,686.00	\$ 23.91	\$ 40,312.26	\$ (7,507.74)
31	FLEXBASE (CALICHE) (TY D GR 6) (8 IN)	CY	515.00	\$ 25.49	\$ 13,127.35	656.00	\$ 25.49	\$ 16,721.44	\$ 3,594.09
41	CONC. SHOULDER (2 FT.)	LF	50.00	\$ 33.37	\$ 1,668.50	0.00	\$ 33.37	\$ -	\$ (1,668.50)
GRAND TOTAL								\$	(8,627.79)

HIDALGO COUNTY
 JUL 27 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 14

ATTACHMENT B

Date: July 27, 2010

Contractor: BALLENGER CONSTRUCTION
CO.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-4C (0.44 MI)

Contract No. 08-024-09-30
Dannenbaum No. 4287-03

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Reconciliation of original "Issued for Bid" estimated quantities and actual construction quantities.

JUSTIFICATION FOR CHANGE

This change order reconciles all quantities to match what was constructed in the field based upon actual field measurements and concurrence of these measurements with the Contractor and Inspector as to actual quantities performed by the Contractor and not paid, as well as quantities that were not performed by the Contractor and must be credited back to the Owner.

ENGINEER'S JUSTIFICATION OF COST

Straight unit cost change order.

HIDALGO COUNTY

JUL 27 2010

DRAINAGE DISTRICT #1

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY- MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: (Name, address) HCDD No. 1 – Hidalgo County Levee Improvements Project /DHS Segment 0-4C (.44 Miles)

PROJECT NO. 4287-03

LOG NO. 271

TO: Hidalgo County Drainage District No. 1
902 North Doolittle Rd.
Edinburg, Texas 78541

DATE: July 27, 2010

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza, CFM
Project Director

If checked below, please:

() Acknowledge receipt of enclosures.

() Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____
 in accordance with your request _____

FOR YOUR:

approval distribution to parties _____ information _____ use
 review & comment record (s)
 Other: _____

THE FOLLOWING:


Drawings Shop Drawings Prints Samples
 Specifications Shop Drawing Reproducibles Product Literature
 Change Order Other _____

Copies	Date	Rev. No.	Description	Action Code
3	07/27/10		Originals - Levee Improvements Project/DHS Segment 0-4C Change Order No. 14	D

ACTION CODE

- A. Action indicated on item transmitted
- B. No Action Required
- C. For signature and return to this office
- D. For signature and forwarding as noted below under remarks
- E. For Processing
- F. SEE REMARKS BELOW

REMARKS: Respectfully, upon your review and approval, we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. Thank you.

COPIES TO: 4287-03 (0-4C) file	HIDALGO COUNTY JUL 27 2010	BY: 
Hand-Delivered Signature	DRAINAGE DISTRICT #1	Printed Name: Jaime X. Farias, E.I.T.

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-7 (0.90 MILES)

CHANGE ORDER NO. 29

Date: July 2, 2010

Contractor: SER Construction Partners, Ltd.
3636 Pasadena Blvd.
Pasadena, Texas 77503

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-7 (0.90 MILES)

Contract No. 08-009-07-01
Dannenbaum No. 4410-02

Description:

Added two (2) flat face anti-climb fence panels for Othal Brand Ramp on Segment 0-6A.

Contract Amount:

Original Contract Price:	\$	11,980,892.00
Previous Change Order(s):	\$	(179,308.31)
Contract price prior to this change order:	\$	11,801,583.69
Net increase (decrease) from this change order:	\$	15,837.52
Contract price with all change orders to date (including this change order):	\$	<u>11,817,421.21</u>


Contract Time:

Authorized contract time change:		
Previous Total	68	days
This Change Order	<u>0</u>	days
Total to Date	68	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 7/9/2010
Resident Project Representative

OWNER:

Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

SER Construction Partners, Ltd.


Rosbel E. Ramos Date 7/12/2010
President

HIDALGO COUNTY

JUL 13 2010

DRAINAGE DISTRICT #1

HIDALGO COUNTY

JUL 07 2010

DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-7 (0.90 MILES)

CHANGE ORDER NO. 29

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: July 2, 2010

Contractor: SER Construction Partners, Ltd.
3636 Pasadena Blvd.
Pasadena, Texas 77503

Contract No. 08-009-07-01
 Dannenbaum No. 4410-02

Description: Added two (2) flat face anti-climb fence panels for Othal Brand Ramp on Segment 0-6A.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMQUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
59	FABRICATE & INSTALL FLAT SURFACE ANTI-CLIMB FENCE	EA	4.00	\$ 7,918.76	\$ 31,675.04	6.00	\$ 7,918.76	\$ 47,512.56	\$ 15,837.52
GRAND TOTAL									\$ 15,837.52

HIDALGO COUNTY
 JUL 13 2010
 DRAINAGE DISTRICT #1
 HIDALGO COUNTY
 JUL 07 2010
 DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-7 (0.90 MILES)

CHANGE ORDER NO. 29

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: July 2, 2010

Contractor: SER Construction Partners, Ltd.
3636 Pasadena Blvd.
Pasadena, Texas 77503

Contract No. 08-009-07-01
 Dannenbaum No. 4410-02

Description: Added two (2) flat face anti-climb fence panels for Othal Brand Ramp on Segment 0-6A.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
59	FABRICATE & INSTALL FLAT SURFACE ANTI-CLIMB FENCE	EA	4.00	\$ 7,918.76	\$ 31,675.04	6.00	\$ 7,918.76	\$ 47,512.56	\$ 15,837.52
GRAND TOTAL								\$	15,837.52

HIDALGO COUNTY
 JUL 13 2010
 DRAINAGE DISTRICT #1
 HIDALGO COUNTY
 JUL 07 2010
 DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-9 PHASE I (2.12 MILES)

CHANGE ORDER NO. 21

Date: July 21, 2010

Contractor: WILLIAMS BROTHERS CONSTRUCTION CO., INC.
3800 Milam
Houston, Tx 77006

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-9 PHASE I (2.12 MILES)

Contract No. 08-013-07-08
Dannenbaum No. 4410-04

Description: Final reconciliation on field placed quantities.

Contract Amount:

Original Contract Price:	\$	20,253,897.40
Previous Change Order(s):	\$	(2,471,907.82)
Contract price prior to this change order:	\$	17,781,989.58
Net increase (decrease) from this change order:	\$	899.10
Contract price with all change orders to date (including this change order):	\$	17,782,888.68

Contract Time:

Authorized contract time change:		
Previous Total	0	days
This Change Order	0	days
Total to Date	0	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 7/26/10
Resident Project Representative

OWNER:

Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

WILLIAMS BROTHERS CONSTRUCTION CO., INC.


Randy T. Rogers Date 7-28-10
Vice-President

HIDALGO COUNTY

AUG 02 2010

DRAINAGE DISTRICT #1

HIDALGO COUNTY

CANCELLED
JUL 28 2010
AUG 02 2010
DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-9 PHASE I (2.12 MILES)

CHANGE ORDER NO. 21

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: July 21, 2010

Contractor: WILLIAMS BROTHERS CONSTRUCTION CO., INC.
3800 Milam
Houston, Tx 77006

Contract No. 08-013-07-08
 Dannenbaum No. 4410-04

Description:

Final reconciliation on field placed quantities.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT	
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST		
3	EXCAVATE & STOCKPILE EXIST LEVEE EMANKMENT	CY	52,858.59	\$ 12.20	\$ 644,874.80	51,358.00				
8	AGGREGATE DRAIN MATERIAL	LF	1,406.1323	\$ 40.00	\$ 56,245.29	1,371.00				
10	RETAINING WALL (CAST-IN-PLACE) (STEM)	CY	6,325.00	\$ 549.751304	\$ 3,477,177.00	6,321.00				
11	RETAINING WALL (CAST-IN-PLACE) (FOOTING)	CY	9,293.00	\$ 777.6073608	\$ 7,226,305.20	9,240.00				
12	RETAINING WALL (CAST-IN-PLACE) (KEY)	CY	818.00	\$ 149.963325	\$ 122,670.00	723.00				
20	EXCAVATE & REUSE EXIST. LEVEE EMBANKMENT	CY	30,403.02	\$ 9.50	\$ 288,828.69	38,642.00				
						GRAND TOTAL				

HIDALGO COUNTY
 AUG 02 2010
 DRAINAGE DISTRICT #1
 CANCELLED
 JUL 21 2010
 DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-9 PHASE I (2.12 MILES)

CHANGE ORDER NO. 21

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: July 21, 2010
 Contractor: WILLIAMS BROTHERS CONSTRUCTION CO., INC.
3800 Milam
Houston, Tx 77006

Contract No. 08-013-07-08
 Dannenbaum No. 4410-04

Description:

Final reconciliation on field placed quantities.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
3	EXCAVATE & STOCKPILE EXIST LEVEE EMANKMENT	CY	52,858.59	\$ 12.20	\$ 644,874.80	51,358.00	\$ 12.20	\$ 626,567.60	\$ (18,307.20)
8	AGGREGATE DRAIN MATERIAL	LF	1,406.1323	\$ 40.00	\$ 56,245.29	1,371.00	\$ 40.00	\$ 54,840.00	\$ (1,405.29)
10	RETAINING WALL (CAST-IN-PLACE) (STEM)	CY	6,325.00	\$ 549.751304	\$ 3,477,177.00	6,321.00	\$ 549.751304	\$ 3,474,977.99	\$ (2,199.01)
11	RETAINING WALL (CAST-IN-PLACE) (FOOTING)	CY	9,293.00	\$ 777.6073608	\$ 7,226,305.20	9,240.00	\$ 777.6073608	\$ 7,185,092.01	\$ (41,213.19)
12	RETAINING WALL (CAST-IN-PLACE) (KEY)	CY	818.00	\$ 149.963325	\$ 122,670.00	723.00	\$ 149.963325	\$ 108,423.48	\$ (14,246.52)
20	EXCAVATE & REUSE EXIST. LEVEE EMBANKMENT	CY	30,403.02	\$ 9.50	\$ 288,828.69	38,642.00	\$ 9.50	\$ 367,099.00	\$ 78,270.31
GRAND TOTAL								\$	899.10

HIDALGO COUNTY
 AUG 02 2010
 DRAINAGE DISTRICT #1
 CANCELLED
 AUG 02 2010
 DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 21

ENGINEER'S EXPLANATION

Date: June 29, 2010

Contractor: WILLIAMS BROTHERS
CONSTRUCTION CO., INC.
3800 MILAM
HOUSTON, TEXAS 77006

Owner: HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1
902 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-9 PH I (2.12 MI)

Contract No. 08-013-07-08
Dannenbaum No. 4410-04

DESCRIPTION OF CHANGE

Final reconciliation of field placed quantities.

JUSTIFICATION FOR CHANGE

This change order reconciles all quantities to match what was constructed in the field based upon actual field measurements and concurrence of these measurements with the Contractor and Inspector as to actual quantities performed by the Contractor and not paid, as well as quantities that were not performed by the Contractor and must be credited back to the Owner.

ENGINEER'S JUSTIFICATION OF COST

Straight unit cost change order.



TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY- MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: (Name, address) HCDD No. 1 – Hidalgo County Levee Improvement Project /DHS Segment 0-9 ph I (2.12 Miles)

PROJECT NO. 4410-04

LOG NO. 208

TO: Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78541

DATE: August 2, 2010

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza, CFM
Project Director

If checked below, please:

() Acknowledge receipt of enclosures.

() Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____
 in accordance with your request _____

FOR YOUR:

approval _____ distribution to parties _____ information _____ use
 review & comment _____ record (s)
Other: _____

THE FOLLOWING:


Drawings _____ Shop Drawings Prints _____ Samples
 Specifications _____ Shop Drawing Reproducibles _____ Product Literature
 Change Order _____ Other _____

Copies	Date	Rev. No.	Description	Action Code
3	08/02/10		Originals - Levee Improvements Project/DHS Segment 0-9 Phase I Change Order No. 21	D

ACTION CODE

- A. Action indicated on item transmitted
- B. No Action Required
- C. For signature and return to this office
- D. For signature and forwarding as noted below under remarks
- E. For Processing
- F. See Remarks Below

REMARKS: Please review. Respectfully upon your approval, we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. Thank you.

COPIES TO: 4410-04 Phase I /File	HIDALGO COUNTY AUG 02 2010	BY: 
Hand-Delivery Signature	DRAINAGE DISTRICT #1	Printed Name: Richard D. Seitz, P.E. Resident Project Representative

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-10 (2.34 MILES)

CHANGE ORDER NO. 22

Date: July 9, 2010

Contractor: Williams Brothers Construction Co., Inc.
3800 Milam
Houston, Texas 77006

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-10 (2.34 MILES)

Contract No. 08-014-07-08
Dannenbaum No. 4410-05

Description: Final reconciliation of field placed quantities.

Contract Amount:

Original Contract Price:	\$	18,763,215.00
Previous Change Order(s):	\$	780,290.57
Contract price prior to this change order:	\$	19,543,505.57
Net increase (decrease) from this change order:	\$	1,389.69
Contract price with all change orders to date (including this change order):	\$	19,544,895.26

Contract Time:

Authorized contract time change:

Previous Total	0	days
This Change Order	0	days
Total to Date	0	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 7/20/2010
Resident Project Representative

OWNER:

Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Williams Brothers Construction Co., Inc.


Randy T. Rogers Date 7-20-10
Vice-President

HIDALGO COUNTY
JUL 23 2010
DRAINAGE DISTRICT #1

HIDALGO COUNTY
JUL 23 2010
DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-10 (2.34 MILES)

CHANGE ORDER NO. 22

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: July 9, 2010
 Contractor: Williams Brothers Construction Co., Inc.
 3800 Miam
 Houston, Texas 77006

Contract No. 08-014-07-08
 Dannenbaum No. 4410-05

Description: Final reconciliation of field placed quantities.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
11	RETAINING WALL (CAST-IN-PLACE) (STEM)	CY	6,546.00	\$ 539.550871	\$ 3,531,900.00	6,592.00	\$ 539.550871	\$ 3,556,719.34	\$ 24,819.34
12	RETAINING WALL (CAST-IN-PLACE) (FOOTING)	CY	9,672.00	\$899.3264066	\$ 8,698,285.00	9,643.00	\$ 899.3264066	\$ 8,672,204.54	\$ (26,080.47)
13	RETAINING WALL (CAST-IN-PLACE) (KEY)	CY	908.00	\$150.00	\$ 136,200.00	915.00	\$ 150.00	\$ 137,250.00	\$ 1,050.00
19	REMOVE EXIST. HEADWALL (18 IN.)	EA	7.00	\$700.00	\$ 4,900.00	9.00	\$ 700.00	\$ 6,300.00	\$ 1,400.00
32	REINF. CONC. PIPE (30 IN) (CL V)	LF	38.00	\$120.00	\$ 4,560.00	46.00	\$ 120.00	\$ 5,520.00	\$ 960.00
42	INSTALL 15 INCH PVC PIPE	LF	160.00	\$98.94	\$ 15,830.40	153.00	\$ 98.94	\$ 15,137.82	\$ (692.58)
43	REMOVE 15 INCH PVC PIPE	LF	160.00	\$13.32	\$ 2,131.20	155.00	\$ 13.32	\$ 2,064.60	\$ (66.60)
GRAND TOTAL								\$	1,389.69

HIDALGO COUNTY
 JUL 23 2010
 DRAINAGE DISTRICT #1
 HIDALGO COUNTY
 JUL 13 2010
 DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-10 (2.34 MILES)

CHANGE ORDER NO. 22

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: July 9, 2010
 Contractor: Williams Brothers Construction Co., Inc.
3800 Milam
Houston, Texas 77006

Contract No. 08-014-07-08
 Dannenbaum No. 4410-05

Description: Final reconciliation of field placed quantities.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
11	RETAINING WALL (CAST-IN-PLACE) (STEM)	CY	6,546.00	\$ 539.550871	\$ 3,531,900.00	6,592.00	\$ 539.550871	\$ 3,556,719.34	\$ 24,819.34
12	RETAINING WALL (CAST-IN-PLACE) (FOOTING)	CY	9,672.00	\$899.3264066	\$ 8,698,285.00	9,643.00	\$ 899.3264066	\$ 8,672,204.54	\$ (26,080.47)
13	RETAINING WALL (CAST-IN-PLACE) (KEY)	CY	908.00	\$150.00	\$ 136,200.00	915.00	\$ 150.00	\$ 137,250.00	\$ 1,050.00
19	REMOVE EXIST. HEADWALL (18 IN.)	EA	7.00	\$700.00	\$ 4,900.00	9.00	\$ 700.00	\$ 6,300.00	\$ 1,400.00
32	REINF. CONC. PIPE (30 IN) (CL V)	LF	38.00	\$120.00	\$ 4,560.00	46.00	\$ 120.00	\$ 5,520.00	\$ 960.00
42	INSTALL 15 INCH PVC PIPE	LF	160.00	\$98.94	\$ 15,830.40	153.00	\$ 98.94	\$ 15,137.82	\$ (692.58)
43	REMOVE 15 INCH PVC PIPE	LF	160.00	\$13.32	\$ 2,131.20	155.00	\$ 13.32	\$ 2,064.60	\$ (66.60)
GRAND TOTAL								\$	1,389.69

HIDALGO COUNTY
 JUL 23 2010
 DRAINAGE DISTRICT #1
 JUL 13 2010

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 22

ATTACHMENT B

Date: July 23, 2010

Contractor: WILLIAMS BROTHERS
CONSTRUCTION CO., INC.
3800 Milam
Houston, Texas 77006

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-10 (2.34 MI)

Contract No. 08-014-07-08
Dannenbaum No. 4410-05

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Final reconciliation of field placed quantities.

JUSTIFICATION FOR CHANGE

This change order reconciles all quantities to match what was constructed in the field based upon actual field measurements and concurrence of these measurements with the Contractor and Inspector as to actual quantities performed by the Contractor and not paid, as well as quantities that were not performed by the Contractor and must be credited back to the Owner.

ENGINEER'S JUSTIFICATION OF COST

Straight unit cost change order, no backup calculations required.

HIDALGO COUNTY
JUL 23 2010
DRAINAGE DISTRICT #1

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY- MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: HCDD No. 1 – Hidalgo County Levee
(Name, address) Improvements Project/DHS Segment 0-10
(2.33 Miles)

PROJECT NO. 4410-05
LOG NO. 210
DATE: July 23, 2010

TO: Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78541

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza, CFM
Project Director

If checked below, please:

- () Acknowledge receipt of enclosures.
() Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____
 in accordance with your request _____

FOR YOUR:

approval _____ distribution to parties _____ information _____ use
 review & comment _____ record (s)
 Other: _____

THE FOLLOWING:


Drawings _____ Shop Drawings Prints _____ Samples
 Specifications _____ Shop Drawing Reproducibles _____ Product Literature
 Change Order _____ Other _____

Copies	Date	Rev. No.	Description	Action Code
1	07/23/10		Original s- Levee Improvement Project DHS Segment O-10 Change Order No. 22	D
			<i>Process as required</i>	

ACTION CODE

- A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. For Processing
F. See Remarks

REMARKS: Please review. Respectfully upon your approval, we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. Thank you.

COPIES TO: 4410-05/File	HIDALGO COUNTY JUL 23 2010	BY: 
Hand-Delivery Signature	DRAINAGE DISTRICT #1	Printed Name: Jaime X. Farias, E.I.T.

Drainage District Purchase of Assets from Hidalgo County

DRAINAGE DISTRICT

Date: 08/17/2010

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval of an Order of the Hidalgo County Drainage District No. One authorizing the purchase and acquisition of certain personal property and the financing thereof; approving certain installment purchase terms under the authority of section 271.001 et seq., local government code; payable from available funds of Hidalgo County Drainage District No. One, subject to annual appropriation; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; and approving other matters incident thereto.

BACKGROUND

Fiscal Impact

Attachments

Link: [Order](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 01:51 PM	APRV
2	Perla Lopez	Perla Lopez	08/13/2010 02:44 PM	APRV
3	Final Approval		08/13/2010 04:28 PM	NEW

Form Started By: Sergio Cruz
Started On: 08/13/2010 01:38 PM

Final Approval Date: 08/13/2010

ORDER NO. _____

AN ORDER OF THE HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE AUTHORIZING THE PURCHASE AND ACQUISITION OF CERTAIN PERSONAL PROPERTY AND THE FINANCING THEREOF; APPROVING CERTAIN INSTALLMENT PURCHASE TERMS UNDER THE AUTHORITY OF SECTION 271.001 ET SEQ., LOCAL GOVERNMENT CODE; PAYABLE FROM AVAILABLE FUNDS OF HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE, SUBJECT TO ANNUAL APPROPRIATION; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AND APPROVING OTHER MATTERS INCIDENT THERETO.

ARTICLE I

FINDINGS AND DETERMINATIONS

1.1. Findings and Determinations. It is hereby officially found and determined as follows:

(a) The County of Hidalgo (the “County”) and Hidalgo County Drainage District No. One (the “Drainage District”) have entered a Master Interlocal Agreement dated December 6, 2008, and entered into by these governmental units to accomplish the aerial photography, mapping and engineering of certain drainage projects for the cooperative benefit of the County and of the District (the “Master Agreement”); and

(b) The Master Agreement was subsequently amended by that FIRST AMENDED MASTER AGREEMENT FOR JOINT PROJECTS AND SHARING COST OF PLANNING, AERIAL PHOTOGRAPHIC MAPPING, ENGINEERING DESIGNS, ENVIRONMENTAL STUDIES; USE OF PLANS, AERIAL PHOTOGRAPHIC MAPS AND ENGINEERING DESIGNS; ACQUISITION OF RIGHTS-OF-WAY TO BE USED FOR STORM AND FLOOD DRAINAGE PROJECTS AND ACQUISITION OF CONSTRUCTION AND MAINTENANCE EQUIPMENT BY POLITICAL SUBDIVISIONS IN HIDALGO COUNTY dated _____ (the “First Amended Interlocal Agreement”) for purpose of undertaking the joint improvement of the County’s storm drainage facilities (the “Project”). It is the intention of the parties that the First Amended Interlocal Agreement accomplish the purpose of the further design, financing and construction of additional drainage facilities to benefit both the County and the District;

(c) The District is authorized by the Public Property Finance Act, Local Government Code, Section 271.001, et seq., Vernon’s Texas Civil Statutes, as amended (the “Finance Act”), to purchase, acquire or use certain equipment and machinery (the “Equipment”) and finance its purchase thereof as necessary for the efficient and economic operation of the District.

(d) The County and the District are further authorized under Local Government Code, Section 561.002(a), to enter into joint project agreements in order to accomplish the joint design, construction and management of a drainage system (the “Joint Project Act”).

(e) The County and the District, may, under the terms of the Interlocal Government Cooperation Act, enter cooperative agreements.

(f) Texas Local Government Code Section 263.152 (a)(1) authorizes the County to sell the County's surplus or salvage property to another County or to a political subdivision, including the District. The competitive bidding requirements imposed by Texas Local Government Code Section 263.152 will not apply in that instance. Surplus property is defined to exclude "salvage" property under Section 263.12 and the County need not hold surplus property for any time period of possession or use before being deemed "surplus".

(g) The District desires to jointly acquire with District certain equipment to used for the construction and maintenance of a drainage system and enter one or more installment purchase and financing agreements with the District under the authority of laws of the State of Texas, and in particular, the Finance Act and the Joint Project Act, to acquire certain Equipment under terms considered appropriate by the County's and the District's respective governing bodies.

(h) The County and the District have arranged for jointly acquiring the Equipment for the purpose of jointly undertaking the construction and maintenance of parts of a storm drainage system (the "Project"). The County anticipates selling the Equipment to the Drainage District for a sum equal to the lesser of its fair market value or its purchase price depending whether at the time of the transfer and sale the Equipment is new or used. The County may rely on authority for the installment sale and transfer of the Equipment on any express authority granted by State law, including, but not limited to (i) the Interlocal Government Cooperation Act, (ii) the Finance Act, (iii) the Joint Project Act, or, the County may, in addition, declare the Equipment surplus property under the provisions of Texas Government Code §263. to accomplish the installment sales-purchase.

(i) Under the Joint Project Act, the agreement between the County and District may contain any provisions considered necessary by the parties. Further, under the agreement, one or both may own the project and maintain the project while one or both contributes to the expenses of maintenance.

(j) The County and District have entered into and adopted the First Amended Interlocal Agreement that sets out the terms and conditions pursuant to which the County and District will jointly undertake the Project.

(k) The County and the District have adopted a Subsidiary Agreement between the acquisition of equipment to be used for the construction and maintenance of extensions of the main Floodwater (MFW) Channel Expansion; and an Installment Sale and Purchase Agreement covering the purchase of certain personal property (the "Installment Purchase Agreement"); and for the purpose of setting more specifically their agreement regarding the sale and transfer of the Equipment from County to the District

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

2.1. Definitions. As used herein, the following terms shall have the meanings specified unless the context clearly indicates otherwise:

Acceptance Certificate. A Certificate of the Drainage District, in substantially the form set forth in Attachment "B" hereto, by which the Drainage District accepts delivery of the Equipment sold by the County and authorizes the County's Purchasing Department to disburse funds from the Escrow, if any, for payment of the purchase of said Equipment.

Acceptance Date. Unless otherwise agreed to by the prior written consent of the Drainage District, the date on which the Acceptance Certificate is executed and delivered by the Drainage District to the County in connection with this Agreement.

Additional Payments. Any payments required to be made by the Drainage District representing expenses which may have been advanced by the County, including expenses for repairs, maintenance, shipment and insurance costs, if any of the Equipment, pending transfer to the Drainage District.

Agreement. This Agreement.

Authorized Officer. In the case of the County, the County Judge or some authorized officer of the County, and when used in reference to an act or document of the Drainage District, means the County Judge or some authorized officer of the Drainage District expressly designated to accomplish the purpose of acceptance of the Equipment upon its transfer.

Available Funds. All funds of the Drainage District which are legally available for payment of its maintenance and operation expenses.

Commissioners Court. The Commissioners Court of the County of Hidalgo, Texas.

County. The County of Hidalgo, Texas.

Closing. The date of delivery of all executed documents related to an Acceptance Certificate.

Equipment Acquisition Account. An account on the books and records of the Drainage District, or otherwise designated and established by the Drainage District to account for disbursement of Drainage District available funds for purchase of the Equipment.

Equipment Acquisition Agreement. Each of the purchase agreements for the acquisition of machinery and equipment pursuant to this Agreement.

Equipment. The property to be acquired by the Drainage District from the County which shall be described in the form set out in Attachment “A” hereto which will be attached to a Schedule, together and with any and all additions, modifications, attachments, replacements and parts thereof.

Escrow. A fund which may be maintained by the County on behalf of the County and the District and containing funds, if any, advanced by the District for the purchase by District of the Equipment, of an interest in the Equipment or payment for the reasonable cost of the temporary use of the Equipment, and for any other related expenses reimbursable to the County.

Installment Purchase Agreement. The specimen instrument which substantially sets out in full beginning at Article IV hereunder the documents and procedure for the installment sale and purchase of the Equipment between the County and the District.

Order. This Order and all amendments hereof and supplements hereto.

Payments. The scheduled payments of principal and interest, if any, and costs credited toward the Purchase of the Equipment by the Drainage District under a Schedule approved hereunder.

Purchase Price. The purchase price for Equipment.

Schedule. One or more specifically numbered schedules authorized hereunder, between the Drainage District and the County, incorporating the provisions of the Order and containing a description of the Equipment to be purchased, the Purchase Price, certain attachments and an amortization schedule, if necessary.

Vendor or Vendors. The original vendor or seller of the Equipment.

ARTICLE III

Acquisition of Equipment; Conditions Precedent.

3.1. County has ordered or shall order the Equipment pursuant to one or more Equipment Purchase Agreements from one or more Vendors in compliance with the competitive procurement procedures authorized under state law. County shall remain liable to each such Vendor with respect to its duties and obligations in accordance with the Purchase Agreements and County shall solely bear the risk of loss with respect to any loss or claim relating to any acquired item of Equipment covered by the Equipment Purchase Agreement. The Drainage District shall have no obligation directly to any County or supplier and shall never be considered a beneficiary of any contract between the County and a vendor.

3.2. The obligation of the Drainage District to acquire any Equipment or an interest in the Equipment whether at the time of its procurement by the County under the Joint Project Act, the Interlocal Cooperation Act or if and when the County should declare the Equipment “surplus” property under the provisions of Tex. Loc. Gov. Code §263.152, and to pay or provide

other consideration for the Equipment or to advance deposit funds in escrow, if any, is strictly subject to the receipt by the Drainage District of certain documents and the satisfaction of the certain conditions, as follows, all of which shall be satisfactory in form and substance to the Drainage District:

(i) County shall have procured the Equipment in accordance with a competitive procurement procedure as required by state law and shall have completed a Schedule for each Vendor containing all of the information and certifications as set out in Attachment "A-1".

(ii) Drainage District shall have accepted the Equipment (or agreed to accept) by delivery to the County of an Acceptance Certificate in the form of Attachment "B", whereupon the item of Equipment shall immediately becomes property of the Drainage District;

(iii) This Agreement, Attachments "A", "B", and "C", duly executed and delivered by County in connection with every Schedule;

(iv) Evidence of insurance as required under section 8.4 hereof;

(vii) Assignment to the Drainage District of all warranties on the Equipment;

(vi) Such other documents, instruments, certifications or other items as may be reasonably required by the Drainage District or by its legal counsel.

3.3. Upon satisfactory tender of all documents and conditions set out in section 3.2, the Drainage District shall, in the case funds have been advanced to the District into Escrow, as permitted in paragraph 3.4 hereof, release the funds to County, deliver to County the Purchase Price in full for the Equipment or enter into an Installment Purchase Agreement that provides for payment of the purchase price or market value of the Equipment over time under the terms set out in the applicable Schedule, and payment of all related costs, all in accordance with the provisions of this Agreement.

3.4 The Drainage District may at any time advance funds hereunder to the escrow held by the County to assure the County of the Drainage District's commitment to pay its share of the Project from year to year. The form of the Escrow Agreement shall be determined by the Parties.

3.5 All payments by the District to County under the Equipment Acquisition Account shall be from the District's maintenance tax revenues, it being understood that the payments by the District and the sale by the County are expressly undertaken under the authority, among other state authority, Texas Local Government Code Sections 263.152, 561.002, 561.002(a), 561.002(b) & 561.002(c).

ARTICLE IV

TERMS OF THE INSTALLMENT PURCHASE AGREEMENT

A Master Installment Sale and Purchase Agreement for the sale and transfer of the Equipment by the County to the Drainage District shall be, substantially, in the following form and contain all of the attachments set out herein. The Master Installment Sale and Purchase Agreement shall contain all of the terms and conditions for each individual installment sale entered into and such terms and conditions shall be incorporated thereunder whether set therein in full or not.

4.1. Amount, Purpose and Authorization. The Installment Purchase Agreement is adopted by the Drainage District under and pursuant to the authority of, and in conformity with, section 271.001 et seq, Local Government Code, in the total authorized aggregate principal amount of _____ DOLLARS (\$_____) to finance the acquisition of the Equipment to be used by the Drainage District. A schedule of the Equipment is attached hereto as Attachment "A".

4.2. Designation and Dated Date. Each Installment Purchase Agreement shall be designated as the "Hidalgo County Drainage District No. One Equipment Purchase Agreement, Series 2009" and shall be numbered sequentially beginning with the number "01", shall be dated and shall implicitly incorporate the terms of the Master Installment Purchase Agreement (the "Agreement"). If appropriate, and agreed to by the parties, the Agreement shall bear interest at the rate set forth in Section 4.4 of this Agreement. Any Schedule executed and incorporating the terms hereunder for the installment purchase of any Equipment shall make reference to the Master Installment Purchase Agreement.

4.3. Execution of Agreement; Seal. The Agreement shall be signed on behalf of the Drainage District by the County Judge and countersigned by the County Clerk and the official seal of the Drainage District shall be impressed or placed in facsimile thereon. Any Schedule and the attachments and exhibits thereto or other attachments may be signed by the County Judge and countersigned by the County Clerk. If any officer of the Drainage District whose signature shall be on the Agreement shall cease to be such officer before the authentication of the Agreement or before the delivery of the Agreement, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

4.4. Terms of Payment. The interest rate which the County may, in its discretion, apply to the installment purchase of any piece of equipment shall never exceed the applicable rate which the County is required to pay on its then outstanding Certificates of Obligation, Series 2009B or 2010. Principal and interest shall be due and payable (in the principal amounts set out in the applicable Amortization Schedule for Installment Purchase) on September ____ of every year, beginning September ____, 2010, and continuing thereafter until September ____, 2030, on which last mentioned date the entire unpaid balance of principal and interest then owing shall become immediately due and payable. The Drainage District may, with the approval of the

County, prepay all or any part of the principal of the Agreement before maturity without penalty, and interest shall immediately cease to accrue on any amount so prepaid.

4.5. Interest Accrual. Notwithstanding any other term, condition, requirement or provision contained in this Agreement, interest on this Agreement shall continue to accrue and be payable to the County so long as the Agreement remains unpaid and outstanding.

4.6. Payments to Be Unconditional. The obligations of the Drainage District to make the Payments and Additional Payments and fees due hereunder, as well as to perform and observe all other covenants hereunder, shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense for any reason, including without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, destruction or unforeseen circumstances.

ARTICLE V

SECURITY FOR THE AGREEMENT; USE OF PROCEEDS

5.1. Equipment Purchase Agreement Account.

A special fund entitled " Hidalgo County Drainage District No. One Equipment Purchase Agreement, Series 2010 Purchase Account (the "Equipment Acquisition Agreement Account") is hereby created and shall be established and maintained by the Drainage District on its books of account. The Equipment Purchase Agreement Account shall be used to pay the interest on and principal of the Agreement.

5.2. No Debt Created. This Agreement shall not constitute a debt or liability obligation of the State of Texas or a general obligation of the Drainage District or any political subdivision of the State of Texas, or a pledge of the faith and credit or taxing power of the State of Texas, or Drainage District, or any political subdivision of the State, but shall be a special obligation payable solely from the available maintenance tax revenues of the Drainage District subject to the provisions hereof. It is the express intention of the District to rely for authority on the provisions of Texas Local Government Code, Sections 263.152, 561.002(a), (b) and (c) and all of its expenditures hereunder shall be considered maintenance tax expenditures.

5.3. Covenants. The Drainage District covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Agreement; that it will promptly pay or cause to be paid the Payments on the Agreement and on each Schedule, on the dates and in the places and manner prescribed in the Agreement.

ARTICLE VI

DEFAULT AND NON-APPROPRIATION

6.1. Non-appropriation. Subject to the requirement of prior notice herein, in the event sufficient funds are not appropriated for the payment of all Payments required to be paid in the next succeeding fiscal year, then the Drainage District may terminate this Agreement at the end of a current fiscal year prior to such proceeding fiscal year, and the Drainage District shall not be obligated to make the Payments provided for in this Agreement for the subsequent fiscal year.

6.2. Remedies on Non-appropriation.

(a) Upon non-appropriation on one or more Schedules hereunder, this Agreement shall terminate at the end of the fiscal year for which sufficient funds have been appropriated, and the Drainage District shall immediately, upon the expiration of the said fiscal year, surrender possession and control of all Equipment acquired under any Schedule hereunder which has not been paid in full by the Drainage District. The Drainage District shall provide the County written notice of such non-appropriation and non-availability within 72 hours following action by its governing body which constitutes failure to appropriate funds sufficient to pay the Payments during the succeeding Fiscal Year.

(b) Upon termination of this Agreement for non-appropriation, if the Drainage District has not delivered possession and control of the Equipment to the County and conveyed or released its interest in the Equipment as therein required, the termination shall nevertheless be effective, but to the extent authorized by State Law, the Drainage District shall continue to be responsible, from and to the extent of available funds as provided in this agreement for the payment of damages in an amount equal to the amount of Payments thereafter coming due which are attributable to the number of days during which the Drainage District fails to take such actions.

6.3. Intent to Continue Payments. The Drainage District presently intends to continue each of the installment purchase agreements set out separately in each Schedule issued or to be issued hereunder for the entire installment purchase term and to pay all Payments or other transfers and payments required hereunder. The Drainage District reasonably believes that funds in an amount sufficient to make all such Payments or other transfers and payments will be available for such purposes.

6.4. Events of Default Defined. The terms "events of default" and "default" shall mean, whenever they are used in this Agreement, with respect to the Equipment, any one or more of the following events:

(a) After execution hereof and appropriation of funds for a subsequent fiscal year by the governing body of the Drainage District, failure by the Drainage District to make a Payment or any other payment required to be paid hereunder at the time specified herein from funds appropriated by the Drainage District, and such failure continues for ten (10) calendar days after the due date thereof;

(b) Failure by the Drainage District to observe and perform any covenant, condition or agreement on its part to be observed or performed by it hereunder, other than as referred to in

subsection (a) of this section, and such failure is not cured within twenty (20) calendar days after written notice thereof is provided to the Drainage District by County; or

6.5. Remedies Upon Default. Whenever any event of default referred to in this section shall have happened and be continuing with respect to any Equipment on any Schedule, the County shall have the right, to the extent permitted by law, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, or a Schedule hereunder, declare all Payments due or to become due during the then current fiscal year to be immediately due and payable by the Drainage District to the extent Available Funds are appropriated, whereupon such Payments shall be, to the extent permitted by State law, immediately due and payable;

(b) With or without terminating this Agreement or a particular Schedule, re-enter and take possession of the Equipment and exclude the Drainage District from using the Equipment; however, if this Agreement or a particular Schedule has not been terminated, the County shall return possession of the Equipment to the Drainage District when the event of default is cured (and the Drainage District has made payment of all costs and expenses incurred by the County in taking and maintaining possession of the Equipment), and, further, the Drainage District shall, during such period of repossession by the County without termination of this Agreement or a Schedule, to the extent funds have been appropriated for such purposes, continue to be responsible for the Payments due or to become due during the period of time of the fiscal year for which funds are appropriated;

(c) With or without terminating this Agreement, or a Schedule, take possession of the Equipment, and, if authorized by law, sell, lease or sublease the Equipment (or any portion thereof), and, to the extent funds have been appropriated for such purposes, hold the Drainage District liable for the difference between (i) the Payment and other amounts paid by a third party pursuant to such sale, lease or sublease and (ii) the balance of the Payments, and other amounts due or to become due during the Fiscal Year for which the appropriation of funds was made by the Drainage District; provided, however, nothing contained herein shall impose an obligation upon the County so to sell, lease or sublease the Equipment, and any excess proceeds from such disposition shall be returned to the Drainage District;

(d) Take whatever action at law or in equity may appear necessary or desirable to collect the Payments then due and thereafter to become due during the Fiscal Year or to enforce performance and observance of any other obligation, agreement or covenant of the Drainage District under this Agreement or a Schedule; or

(e) Sell, transfer or otherwise dispose of the Equipment or any interest in the Equipment, including, but not limited to, any interest in the Equipment and including any lease, sublease, license, privilege or right acquired as the result of the exercise of any of the other remedies specified in this Agreement.

6.6. Reversion During Event of Default. In the event of an event of default hereunder and for so long as such event of default is continuing, all interest of the Drainage District in the Equipment shall be revested immediately in and shall revert to the County.

ARTICLE VII

PREPAYMENT; PURCHASE.

7.1. Purchase Rights. The Drainage District shall be entitled to full title and all ownership interests in the Equipment identified in a particular Schedule:

(a) Upon payment in full of all Payments of the applicable Schedule and all other amounts due under this Agreement, with respect to such Schedule; or

(b) Upon written notice by Drainage District delivered at least thirty (30) days in advance of any date on which a Payment is due, and upon the payment on such date of the Payment due, the Purchase Price, and all other amounts owed by Drainage District hereunder.

7.2 Optional Prepayment. Drainage District shall have the right to prepay the outstanding principal balance of each Schedule hereunder, in full at any time, provided, that as conditions precedent to Drainage District's right to make, and the County's obligation to accept, any such prepayment: (i) the County shall have actually received the notice required in section 7.1 above providing the amount of principal which will be prepaid (the "Prepaid Principal") and the date (the "Prepayment Date") on which the prepayment will be made; and (ii) each such prepayment shall be in the amount of 100% of the principal amount to be prepaid, plus accrued unpaid interest thereon to the Prepayment Date, plus any other sums which have become due to the County under such Schedule on or before the Prepayment Date, but which have not been paid, provided, however, in no event shall any prepayment cause the interest rate on any Schedule to exceed the maximum interest rate allowed for similar governmental obligations pursuant to Chapter 1204, Texas Government Code, as amended, or other applicable laws in effect as of the date of such Schedule.

7.3 Consummation of Purchase. The County's security interest in the Equipment identified in a particular Schedule shall be terminated and released automatically in conjunction with the receipt of the full Purchase Price or the final Payment due thereunder plus any other amounts then due from Drainage District hereunder, unless an Event of Default hereunder shall have occurred and be continuing as of such date. Such date may at the discretion of the County be extended for such additional period as the County reasonably determines to be necessary. On such date, the County shall deliver to Drainage District such deeds, termination statements, bills of sale and other documents and instruments as Drainage District shall reasonably require to evidence the transfer of all right, title and interest of the County in such Equipment to Drainage District free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the County.

ARTICLE VIII

RESPONSIBILITIES OF DRAINAGE DISTRICT; COVENANTS

8.1. Care and Use of Equipment. The Drainage District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and at its sole cost and expense, service, repair and maintain the Equipment so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or is unfit for use. Any and all such additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the term "Equipment" as used in this Agreement or in any Schedule hereunder. If requested by the County, the Drainage District shall enter into or cause to be entered into, and maintained in full force and effect during the term of this Agreement, standard maintenance contracts satisfactory to the County covering the Equipment and shall comply with all its obligations thereunder. The Drainage District shall furnish evidence to the County of such signed maintenance agreement at or prior to the date of this Agreement and the payment of all charges and premiums therefor. Substitute maintenance may be used if necessary and if first approved by the County in writing. Upon the early termination of this Agreement pursuant to section 6.1 or 6.4, the Drainage District shall return the Equipment at its sole expense to the County at a place designated by the County in the same condition as originally received, ordinary wear and tear excepted, and in a condition which will permit the County to be eligible for such standard maintenance contract without incurring any expense to repair or rehabilitate the Equipment.

8.2. Inspection. The County shall have the right upon reasonable prior notice to the Drainage District to enter onto and upon the premises where the Equipment is located to inspect the Equipment and observe its use during normal business hours.

8.3. Utilities. The Drainage District shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used on or connection with the Equipment during the period of the Agreement. There shall be no abatement of Payments on account of interruption of any such services.

8.4. Insurance. The Drainage District shall maintain or cause to be maintained (a) casualty insurance naming County as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by the County, in an amount at least equal to the Purchase Price of the Equipment and with such deductibles as the County may require in its sole discretion; (b) liability insurance that protects the County from liability in all events in form and amount satisfactory to the County; and (c) worker's compensation coverage as required by the laws of the State; provided that, with the County's prior written consent, the Drainage District may self-insure against the risks described in clause (a). Upon request, the Drainage District shall furnish to the County evidence of such insurance or self-insurance coverage. The Drainage District shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of the County

without first giving written notice thereof to the County at least thirty (30) days in advance of such cancellation or modification.

8.5. Risk of Loss. The Drainage District shall bear all risk of loss to the Equipment, after delivery of the Equipment to the Drainage District, and in the event of loss or damage thereto, the Drainage District shall as its option either (i) continue to make the Payments due hereunder and repair or replace the Equipment as mutually agreed between the Drainage District and the County, or (ii) purchase the Equipment for the Purchase Price.

8.6. Performance by Bank of County's Responsibilities; Advances. In the event the Drainage District shall fail to keep the Equipment in good repair and working order, the County may, but shall be under no obligation to, maintain and repair the Equipment and pay the costs thereof. Any performance required of the Drainage District or any payments required to be made by the Drainage District may, if not timely performed or paid, may be performed or paid by the County, and in that event, the County shall be immediately reimbursed as Additional Payments by the Drainage District for such payments and for any costs and expense, legal or otherwise associated with the payments or other performance by the County, with interest per annum thereon at the maximum rate for governmental obligations under Chapter 1204, Texas Government Code, as amended, or other applicable laws in effect as of the date such costs are incurred.

8.7. Warranties. Except for representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the Equipment, all of which are hereby assigned to the Drainage District, the County has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment described in Schedule for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the Drainage District, at its sole expense.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION.

9. 1. Damage, Destruction and Condemnation. Unless the Drainage District shall have exercised its option to purchase the Equipment by making payment of the Purchase Price and any other amounts then due from the Drainage District hereunder, as provided in this Agreement and the related Schedule, if, prior to the termination of the applicable Installment Purchase Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, the Drainage District and the County will cause the net proceeds (as hereinafter defined) of any insurance claim be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the net proceeds remaining after such work has been completed shall be paid to the County.

Notwithstanding the foregoing, the Drainage District may elect to replace the Equipment. If the Drainage District elects to replace any item of the Equipment (the "Replaced Equipment")

pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. The Drainage District shall represent, warrant and covenant to the County that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through the County, and shall provide to the County any and all documents as the County may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to the County evidencing the County’s security interest in the Replacement Equipment. The County and the Drainage District hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Schedule. The Drainage District shall notify the County as soon as possible of its election to replace Equipment in accordance with the foregoing, and in any event, the Drainage District shall complete the documentation of Replacement Equipment on or before the next Payment date after the occurrence of a casualty event, or be required to exercise the purchase option with respect to the damaged Equipment.

ARTICLE X

TITLE TO EQUIPMENT; SECURITY INTEREST.

10.1. Title. During the Installment Purchase Term, legal title to the Equipment governed by Schedule shall, so long as no Event of Default has occurred and is continuing under such Schedule and hereunder, be in the Drainage District. The Equipment shall be registered in the name of the Drainage District and, if applicable, title thereto shall be evidenced by a certificate of title, or such other instrument as may be required by or utilized by the laws of the State of Texas to demonstrate ownership. Such certificate may be held at all times during the term of this Agreement by the County and may expressly state thereon that (a) the County holds a lien on the Equipment, (b) the Drainage District’s possession of the Equipment is subject to this Agreement, and (c) any other information required by applicable law and that may be necessary or convenient, as determined by the County, to establish the County’s rights, title and interest as the first secured lienholder of the Equipment. The Drainage District shall at all times protect and defend, at its own cost and expense, its title to the Equipment from and against all claims, liens and legal processes of creditors of the Drainage District, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under this Agreement or upon the termination of this Agreement, other than pursuant to Section 6.1 hereof, and the County’s termination thereof (i) full and unencumbered legal title to the Equipment shall pass and revert to the County and the Drainage District shall have no further interest therein; (ii) the Drainage District shall execute and deliver to the County such documents as the County may request to evidence the passage of the Drainage District’s title and interest therein; and (iii) upon request by the County, the Drainage District shall deliver possession of the Equipment to the County. Upon termination pursuant to Sections 7.1 and 7.2 hereof, full and

unconditional title to the applicable Equipment shall pass to the Drainage District, and the County's security interest in the applicable Equipment shall terminate, and the County shall execute and deliver to the Drainage District such documents as the Drainage District may request to evidence the termination of the County's security or other interest in such Equipment.

10.2. Inspection, Acceptance and Written Notice of Defects. Immediately, or as soon as practicable to provide time for testing, upon receipt and installation of the Equipment, the Drainage District shall inspect the Equipment. Unless the Drainage District gives the County written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between the County and the Drainage District, that the Drainage District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that the Drainage District is satisfied with and has accepted the Equipment in such good condition and repair.

ARTICLE XI

MISCELLANEOUS

11.1. Further Proceedings. The County Judge and other appropriate officials of the Drainage District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.

11.2. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement.

11.3. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the official meeting place of the Drainage District for the time required by law preceding this meeting, as required by the Texas Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting was open to the public as required by law at all times during which this Order and the subject matter thereof were discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

11.4. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED ON _____.

HIDALGO COUNTY DRAINAGE
DISTRICT NO. ONE

County Judge

ATTEST:

County Clerk

(SEAL)

ATTACHMENT "A"

**DESCRIPTION AND PURCHASE PRICE OF AND
INSTALLMENT PAYMENT PLAN FOR EQUIPMENT**

ATTACHMENT "B"
ACCEPTANCE CERTIFICATE

CERTIFICATE OF ACCEPTANCE

INSTALLMENT SALE-PURCHASE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN

Hidalgo County Drainage District No. One
and

The County of Hidalgo, Texas

Date _____

1. **ACCEPTANCE:** In accordance with the Agreement, the Drainage District hereby certifies that all of the Equipment described herein (i) has been received by the Drainage District, (ii) has been thoroughly examined and inspected to the complete satisfaction of the Drainage District, and in conformity with the published specifications included in the competitive procurement process; (iii) has been found by the Drainage District to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by County, (v) has been found to be and is wholly suitable for the Drainage District's purposes, (vi) has been assembled or installed consistent with instructions supplied by the Vendor, (vii) has been scheduled under the Drainage District's casualty insurance policy, and (viii) is hereby unconditionally accepted by the Drainage District, in the condition received, for all purposes of this Agreement.

2. **EQUIPMENT** (may incorporate one or more documents)

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>P.O. #</u>	<u>SERIAL #</u>	<u>PRICE</u>	
	Total				
	Total				
	Total				
		Total			

3. **USE:**

4. **PROPERTY LOCATION:** 1102 N. Doolittle Rd., Edinburg, County of Hidalgo, Texas

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

For Drainage District:

By: _____

ACCEPTED on this the ___ day of _____, 2010.

ATTACHMENT “C”

FORM OF AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE FOR INSTALLMENT PURCHASE

(This schedule sets out the Payments due under a Schedule authorized under the Hidalgo County Drainage District No. One Equipment Purchase Agreement, Series 20__, dated _____20__).

CAPITAL COST: \$
RATE:
TERM (YEARS):

Payment #	Date	Payment Amount*	Principal	Interest**	Remaining Amount
Totals					

* Includes interest

** Variable rate

By: _____

Date: _____

AI-22464

8.

TWDB Grant Amendment 1

DRAINAGE DISTRICT

Date: 08/17/2010

Submitted By: Minerva Luna, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Amendment No. 1 of the Texas Water Development Board (TWDB) Contract No. 0804830848 which will extend the Contract Completion Time.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2010 01:12 PM	APRV
2	Perla Lopez	Perla Lopez	08/12/2010 04:15 PM	APRV
3	Final Approval		08/13/2010 04:28 PM	NEW

Form Started By: Minerva Luna
Started On: 08/12/2010 10:32 AM

Final Approval Date: 08/13/2010

**2010 Tax Rate - Effective and Rollback
DRAINAGE DISTRICT**

Date: 08/17/2010

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

- A. Submission of 2010 effective and rollback tax rates.
- B. Discussion of 2010 planning calendar.
- C. Discussion of 2010 tax rates.
- D. Record vote on proposed 2010 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback tax rates.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 09:26 AM	APRV
2	Perla Lopez	Perla Lopez	08/12/2010 09:41 AM	APRV
3	Final Approval	Angela Garcia	08/13/2010 04:28 PM	APRV

Form Started By: Angela Garcia
Started On: 08/10/2010 03:12 PM

Final Approval Date: 08/13/2010

**Budget Amendments
DRAINAGE DISTRICT**

Date: 08/17/2010
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Department: DRAINAGE DISTRICT

Information

CAPTION

- A. Request approval of Budget Amendment to transfer out of General Fund to Special Revenue-DHS Fund 120 the amount of inkind services for the installation of guardrails and contractual services related to DHS Grant.
- B. Request approval of Budget Amendment in Capital Projects Fund 132- 2008 Bond Series. No Budgetary Impact.
- C. Request approval of Budget Amendment to transfer out of General Fund to Debt Service Fund 140 the amount for the 2010 lease payment related to 2009 debt purchase agreement of motograder and dozer.

BACKGROUND

Fiscal Impact

Attachments

- Link: [BA Fund 132](#)
- Link: [BA Fund 140](#)
- Link: [BA Fund 120](#)

Form Routing/Status

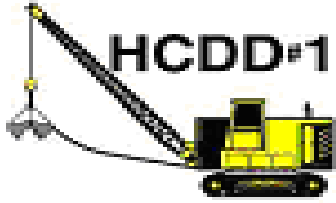
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 04:14 PM	APRV
2	Perla Lopez	Perla Lopez	08/12/2010 10:42 AM	APRV
3	Final Approval		08/13/2010 04:28 PM	NEW
Form Started By: Minerva Luna			Started On: 08/03/2010 03:29 PM	
Final Approval Date: 08/13/2010				

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

902 N. Doolittle Road

Edinburg, Texas 78542

(956)292-7080 Fax (956)292-7089



DATE 8/9/2010
 DEPARTMENT HEAD Godfrey Garza, Jr.
 DEPARTMENT NAME Hidalgo County Drainage District
 ACCOUNT NUMBER 10-110-491-120 DHS Grant Fund 120

SUBJECT Budget Amendment
In Accordance with Water Code, Chapter 49
 HIDALGO COUNTY DRAINAGE DISTRICT #1 BOARD OF DIRECTORS

I would like to request the following amendments (increases) to my departmental budget in accordance with Water Code, Chapter 49

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	AMOUNT
10-110-491-120-48910	TRANSFER OUT TO SPECIAL REVENUE	\$150,000.00
10-120-391-110-39100	TRANSFER IN FROM GENERAL FUND	\$150,000.00
10-120-433-027-47330	DRAINAGE STRUCTURES	\$91,000.00
10-120-433-027-43500	CONTRACTUAL SERVICES	\$59,000.00
TOTAL BUDGET INCREASE REQUEST		\$150,000.00

REASON: REQUEST APPROVAL OF BUDGET AMENDMENT OF TRANSFER OUT OF GENERAL FUND
INTO SPECIAL REVENUE DHS FUND 120 THE AMOUNT OF INKIND SERVICES
FOR THE INSTALLATION OF GUARDRAILS AND CONTRACTUAL SERVICES
RELATED TO DHS GRANT.

Department Head

Board Of Directors

DATE

DATE

Authority to Participate in the Procurement -RFP Medical Health Insurance DRAINAGE DISTRICT

Date: 08/17/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority & approval for Hidalgo County Drainage District #1 to participate in the procurement by Hidalgo County for the following:
Request for Proposals for: Third Party Administration, Individual Stop Loss and Aggregate Stop loss for Self Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment."

BACKGROUND

OPTION 1 -Advertising dates of: 1st Ad August 21, 2010, 2nd Ad August 28, 2010 & 3rd Ad September 04, 2010. Proposal Acceptance Date: September 22, 2010

OPTION 2 - Advertising dates of: 1st Ad August 28, 2010, 2nd Ad September 04, 2010 and 3rd Ad September 11, 2010. Proposal Acceptance Date: September 29, 2010

NOTE: Consultant may recommend an additional week from those detailed in Options 1 & 2 Above to allow providers additional time.

Notes:

- 1) Proposed time lines for project detailed under Background caption below.
- 2) RFP packets provided to all members of Drainage District Board under separate cover for thorough review and comment.

Fiscal Impact

Attachments

Link: [BACKUP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/28/2010 03:55 PM	APRV
2	Perla Lopez	Angela Garcia	07/30/2010 02:35 PM	APRV
3	Martha Salazar	Marty Salazar	08/13/2010 02:55 PM	APRV
4	Final Approval		08/13/2010 04:28 PM	NEW
Form Started By: Yolanda Velasquez		Started On: 07/27/2010 03:18 PM		
Final Approval Date: 08/13/2010				

RFP NO: **2010-228-09-22**

BUYER II: YOLANDA Z. VELASQUEZ

Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP
LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE
AND ACCIDENTAL DEATH & DISMEMBERMENT”**

SEPTEMBER 22, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

(956) 318-2626



Form HCPD-04

LEGAL NOTICE

RFP NO:2010-228-09-22-YZV

1. Sealed proposals will be received for **“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and ten (10) copies of all proposals are required, with the Proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **“RFP NO.: 2010-228-09-22-YZV“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”** and in County's Purchasing Department, at **2802 South Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, September 22, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2010-228-09-22-YZV “THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property,

goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;

- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE
STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND
ACCIDENTAL DEATH & DISMEMBERMENT”**

RFP NO: 2010-228-09-22-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

REQUEST FOR PROPOSAL
**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED
MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**

RFP NO: [2010-228-09-22-YZV](#)

OVERVIEW:

The County of Hidalgo is seeking to engage Proposer’s to furnish benefits for the **“Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** offered by Hidalgo County to its employees and the employees’ dependents. This process includes a Request for Proposal for fully **“Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Coverage. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of fully **“Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Coverage as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, [September 22, 2010](#)**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director’s may, at their option, utilize the **“Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Provider(s) selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director’s of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the **“Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Provider(s) selected by Hidalgo County For Hidalgo County Appraisal District. Should the Board of Director’s of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offer s Hidalgo County.

Deliver Submittal to:

RFP NO: [2010-228—09-22-YZV](#)
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: [2010-228-09-22-YZV](#)

“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County Health Benefits Consultants, Alamo Insurance will assist Hidalgo County in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposers are not to directly contact Hidalgo County Health Benefits Consultant except through the Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, SEPTEMBER 08, 2010**, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, SEPTEMBER 10, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PLEASE NOTE: PRE-PROPOSAL MEETING WILL BE HELD ON Wednesday, September 01, 2010 at 11:00 A.M.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department 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. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposer's procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in [blue ink](#).**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: Effective date to commence is **February 1, 2011**. The term of the contract is for a three (3) year period, on one of the following basis;

- Fixed Price for the three (3) year period, or
- Two (2) Annual renewal adjustments determined by formula at the time the contract is awarded; or
- One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to Hidalgo County.

DAVIS BACON ACT:

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

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

CONTENTS:

1. Conditions of Proposal
 - a. All information required by the proposal form shall be furnished.
 - b. Specification price sheets, specifications and necessary information are attached.
 - c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked "ALTERNATE PLAN I, ALTERNATE PLAN II., etc." Offerers are encouraged to be creative and to present their most competitive coverage and pricing Proposal.
 - d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.
 - e. **If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.**

- f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.
- g. Clarification of Objections to Proposal Requirements.
All such requests for information can only be made in writing sent by email or via fax on or before the deadline of September 08, 2010 to:

Martha L Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-318-2629
Email to: martha.salazar@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and ten (10) copies.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates, fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality services.

PROPOSAL RANKING: Hidalgo County Health Benefit Consultant will evaluate the proposals utilizing the evaluation criteria outlined in “Exhibit B” attached herein. Thereafter, Hidalgo County Commissioner’s Court will rank and/or award this proposal.

Hidalgo County Commissioner’s Court, at its sole discretion, may elect (after the proposals have been reviewed, scored and evaluated and presented to Commissioner’s Court for the purpose of ranking), to have participants make presentations in order to complete and finalize the ranking.

Sealed Request for Proposals must be submitted by **no later than 9:30 a.m. on SEPTEMBER 22, 2010**. Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to: **RFP No.: 2010-228-09-22-YZV “Third Party Administration, Individual Stop Loss and Aggregate Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment”**.

PROPOSAL SUBMITTED: RFPs should be submitted to:
Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

EVALUATION: The evaluation consist of a **total point section system(s)**. The participants will be ranked after evaluation. **RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.**

SCOPE OF SERVICES/TERMS AND CONDITIONS

THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS AND AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP: 2010-228-09-22-YZV

Background Information

Hidalgo County (hereinafter referred to as HIDALGO COUNTY) is located in Hidalgo County, Texas. The majority of the 3,800 insured employees, retirees and COBRA participants participating in HIDALGO COUNTY's self-funded health benefit plan use the services of providers located in Hidalgo County, the current enrollment in the Health Plans is available on HIDALGO COUNTY's census.

Blue Cross Blue Shield of Texas has insured the Health Plan since February 1, 2008. Initially the plan was a fully insured plan but moved to a self-funded plan on February 01, 2005. There have been no significant plan changes during the time Blue Cross Blue Shield of Texas has insured the plan.

The rate history for Blue Cross Blue Shield of Texas stop loss insurance coverage is available on the HIDALGO COUNTY's rate history document.

HIDALGO COUNTY desires to receive proposals for continuation of the self-funded health plan based on duplication of existing Plan of Benefits

You may submit your proposal with the prescription portion of the RFP on a stand alone basis or combined the medical.

**PLEASE MAKE SURE TO COMPLETE THE PRICING "HOSPITAL & PHYSICIAN MODELS".
FAILURE TO COMPLETE THESE MODELS MAY DISQUALIFY YOUR PROPOSAL.**

HIDALGO COUNTY
Request for Proposals
2010-228-09-22-YZV
Individual Stop Loss Insurance (ISL)/Aggregate Stop Loss Insurance (ASL)

Request for Proposal Submission Form

RFP ASSUMPTIONS:

1. Proposal is to be based on duplication of the existing Plan of Benefits, unless otherwise specified, any deviation must be clearly identified and explained. All proposals will be assumed to have been submitted without any deviations unless clearly noted.
2. Proposal is to be based on the provided census.
3. Contract effective date is to be **February 01, 2011**. All participants enrolled in the insurance plan as of January 31, 2011 are to be covered on a “no loss/no gain” basis. “No loss/no gain” for participants is to include credit for accumulated deductible, coinsurance, and lifetime maximum benefits.
4. HIDALGO COUNTY desires to receive proposals for a three (3) year period on one of the following basis:
 - Fixed price for the three (3) year period, or
 - Two (2) annual renewal adjustments determined by formula at the time the contract is awarded, or
 - One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to the HIDALGO COUNTY. Rates to be firm by **November 1** (90 days prior to anniversary date)
5. HIDALGO COUNTY will only consider stop loss insurance policies meeting the following:
 - a) Specific Policy on a paid/12; or paid/15 basis for Medical and Drug (Rx). We do not wish to see an aggregating specific; however: a 24/15 contract may be proposed.
 - b) Medical and Drug (Rx) Specific Coverage with **\$150,000, \$175,000, \$200,000, \$250,000** deductible.
 - c) Final determination on all lasers, if any, including deductible amounts and conditional lasers should be clearly identified and provided with RFP response based on provided claims data.
 - d) Completion of Insurance Company Quotation Document with all terms clearly listed
 - e) **Waive Actively at Work Provisions.**
6. Renewal rate must be received by HIDALGO COUNTY at least 90 days prior to anniversary date.
7. Any estimated savings, performance or other guarantees should be specific, quantifiable and should include a method for validation.

QUESTIONS

1. Describe the business entity submitting the proposal:

- a. Insurance Company Name: _____
- b. Address: _____
- c. Contact Person: _____
- d. Telephone Number: _____
- e. Insurance agent representative: _____

2. Describe Financial Stability of Insurance Company:

Financial Rating Service	Current Rating	Prior Year Rating
A.M. Best		
Standard & Poors		
Moody's		

3. Provide three (3) Texas client references (preferably public entities):

Name of Client	Contact Person	Telephone Number	Number of Employees

4. **PLEASE ANSWER QUESTIONS 4 THROUGH 7, IF STOP LOSS INSURANCE IS BEING SUBMITTED BY MANAGING UNDERWRITING GROUP OR OTHER BUSINESS ENTITY ACTING AS AGENT OR REPRESENTATIVE FOR ANY INSURANCE COMPANY.**

5. Describe the business entity submitting the proposal:

- a. Name of Business Entity: _____
- b. Current Business Address: _____
- c. Mailing Address: _____
- d. Contact Person: _____
- e. Telephone Number: _____
- f. Type of Business:

_____ Corporation	_____ General Partnership	_____ Sole Proprietorship
_____ Registered Limited Liability Partnership		_____ Limited Liability Company

6. a. Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes _____ No _____

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

b. Does the business entity have any claims filed against it which is unresolved and presently pending before any State of Texas Administrative agency? Yes _____ No _____

If yes, please provide a full description of the changes: _____

7. Has the insurance agent representing the business entity submitting the response to this RFP been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes _____ No _____

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

b. Does the business entity have any claims filed against it which is unresolved and presently pending before any State of Texas Administrative agency? Yes _____ No _____

If yes, please provide a full description of the changes: _____

8. Financial information:

a. Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U. S. Bankruptcy laws during the preceding seven (7) years? Yes _____ No _____

If yes, please describe: _____

b. Has any owner, member, or partner of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding seven (7) years? Yes _____ No _____

If yes, please describe: _____

9. The business entity must provide satisfactory evidence of existing insurance coverage in the amount of \$3,000,000.00 for Errors and Omissions or other fiduciary liability. If the business entity is selected to provide services it must provide evidence that such coverage will be in effect for the duration of the agreement.

10. Describe ISL.

a. Where will claims be paid? _____

b. What is the definition of "paid claim" to be eligible for reimbursement? _____

c. Can HIDALGO COUNTY's Insurance Department speak directly to a claim examiner for questions related to payment of a claim? Yes _____ No _____

d. What is the normal processing time for ISL claim? _____

e. What are eligible expenses related to investigation of claim (e.g. hospital audit, medical records, etc)? _____

f. If HIDALGO COUNTY has negotiated with providers, will these discounts be accepted, in lieu of doing a hospital audit? Yes _____ No _____

g. Describe documentation needed for ISL claim reimbursement: _____

11. Describe Underwriting:

a. Will any claimant be excluded or assigned a higher deductible (lasered)?

Yes _____ No _____

b. Is so, please describe: _____

12. Did you provide a Specimen Stop Loss Contract? Yes _____ No _____

13. Does your Stop Loss insurance contract have any exclusions or limitations that are more restrictive than those used in HIDALGO COUNTY's booklet? Yes _____ No _____

If so, please describe:

Are the active-at-work and disabled dependent provisions waived for the effective date of the contract? Yes _____ No _____

14. If Centers of Excellence are used for your transplant coverage, please provide specific information about facilities cost and the procedures to be used: Please attach a benefit description or sample policy schedule with complete information about the benefit plan.

15. Please state any variations to the Request for Proposal Assumptions or other qualifications for your quote: _____

16. For what period of time are quoted rates guaranteed? _____

17. Is a longer rate guarantee available? Yes _____ No _____

If so, please describe: _____

18. Are quoted rates net of agent commission? Yes _____ No _____

If no, please describe: _____

19. Do quoted rates include advance funding for:

Specific Claims? Yes _____ No _____

If no, additional cost to provide: _____

20. Is the quote based on the services of a specific provider network? Yes _____ No _____

21. What is the rate differential for the use of the following networks.

a. VIANT _____

b. Healthsmart _____

c. BC/BS _____

d. CNN _____

e. Beechstreet _____

f. Other (name) _____

BASIC PLAN

	Number of Participants	Rates	Monthly Premiums	Annual Premium
Incurring Paid \$ Specific Deductible Single Family Composite				
Incurring Paid \$ Specific Deductible Single Family Composite				
Incurring Paid \$ Specific Deductible Single Family Composite				
Incurring Paid \$ Specific Deductible Single Family Composite				

HIGH PLAN

	Number of Participants	Rates	Monthly Premiums	Annual Premium
Incurring Paid \$ Specific Deductible Single Family Composite				
Incurring Paid \$ Specific Deductible Single Family Composite				
Incurring Paid \$ Specific Deductible Single Composite				
Incurring Paid \$ Specific Deductible Single Family Composite				

THIRD PARTY ADMINISTRATION QUESTIONNAIRE

TPA ORGANIZATION:

1. Name, Address, City, State, Zip Code and Telephone Number of Firm.
2. Is your firm owned or operated by a parent company? If yes, please identify the parent and its primary business.
3. How long has your firm been in business? _____
4. How long have you done claims administration? _____
5. Who are the principal officers in your firm? How long have they been in their positions?
6. Is this a branch facility? If so, please identify the main office location.
7. How many claims processors are Full Time employees in your firm?
 - a. How many claim processors will be appointed to service this account?
 - b. How many years of experience does each have with medical claims processing?
8. Do you have bilingual claims personnel available to plan participants who call your office for customer service and/or claims processing?
9. How many clients do you perform claim administration services for?
 - a. How many clients over 2,500 employees? _____
 - b. How many clients over 500 employee? _____
10. Provide a copy of your Errors & Omissions coverage? A minimum of \$3,000,000 is required.

CLAIMS ADMINISTRATION

1. What are your claim office performance standards for claim accuracy and turnaround time? Please provide your performance guarantees.
2. Describe your internal audit procedures?
3. What edits and controls are used to avoid duplicate payments?
4. What safeguards exist to protect against claims abuse and fraud?

5. What program do you use to unbundle claims?
6. What database do you use to determine Reasonable and Customary fee allowances? How frequently do you update your R&C screens?
7. Describe your procedures for professional medical claims review.
8. Explain your hospital bill audit procedures.
9. Describe your procedures for tracking and reporting specific excess claims?
10. Explain how you handle subrogation and third party disbursements?
11. List the excess carriers which you are approved with for claims administration?
12. Do you provide a toll free number for claim inquiries?
13. What are your normal hours of operation to answer calls for claim inquiries?
14. Describe your customer service process when an employee calls with a claim inquiry.
15. If you have a separate customer service unit, what are your standards for:

Answer Time: _____

Abandon Rate: _____

16. Does your fee assume a first year claim lag? If so, what is the cost to purchase mature claim year administration?
17. Does your fee assume any excess loss carrier overrides? Do you receive overrides from any insurance carrier or any other source who is a vendor for the County Contract?

ELIGIBILITY SYSTEM:

1. How is an insured's eligibility assigned and maintained?
2. How often can eligibility information be updated?
3. Do you maintain information on each of the family members separately, as well as the employee?

4. How do you verify dependent eligibility prior to paying a claim?
5. What is your accuracy standard and turnaround time for loading new groups, updates, and changes?

SYSTEM CAPABILITIES:

1. Is your claim processing system completely automated?
2. Are there any significant manual activities required to process claims?
3. Describe your claims payment system, including hardware and software?
4. Do you own or rent your claim payment system software?
5. How employee and dependent claimant histories tracked?
6. How may benefits components (i.e. separate deductible totals, lifetime benefits, etc.) can be maintained by the system?
7. Can your system track number of visits by procedure?
8. What percentage of your claims is currently accepted on an electronic basis?

BANKING ARRANGEMENTS:

1. Do you require the use of a specific bank for claim accounts? If so, please provide the name, address, and phone number of the bank.
2. Is an initial claims payment deposit required to establish banking arrangements?
3. Will you perform bank account reconciliations?
4. Are there any additional costs to the banking? (I.E.: – EFT charges, monthly charges, etc.)

UTILIZATION REVIEW:

1. What U.R. services are performed in-house?
2. What outside U.R. provider do you use? How long have you used them?
3. Indicate which U.R. services you have assumed in your proposal?

Pre Notification
Preadmission Review
Concurrent Review – On Site or Off Site

Retrospective Review
Large Case Management
Discharge Planning

4. Can you accommodate Pre-Notification for the following?
 - Specialty Care referrals
 - Home Health Care
 - Ancillary Services
 - Inpatient Surgical procedures
 - Outpatient Surgical procedures
 - Lab & X-ray procedures
 - Inpatient Mental Health and Substance Abuse
 - Outpatient Mental Health and Substance Abuse

PREFERRED PROVIDER ORGANIZATIONS:

1. Do you have capabilities to process PPO discounts in-house?
2. Which PPOs do you have access to processing in-house?
3. Can you install PPO discounts for Direct contracts with providers? If so, what is the charge?
4. How many different PPOs do you interface with currently? Who are they?

REPORTING:

1. Provide a list of reports available in your standard reporting package. What is the cost of these reports?
2. Can you generate customized reports? Are reports available through Internet? What is the charge?
3. How are paid claims reported?
4. How does your firm report claims to Excess Loss carriers?

GENERAL

1. What is the cost for producing a plan document? Is it included in your cost assumptions?
2. What is the cost for producing a Summary Plan Description? Is it included in your cost assumptions?
3. What is the cost of having the Plan Document and SPDs changed due to regulatory changes? Is it included in your cost assumptions?
4. What is the cost of printing the 4,000 Summary Plan Descriptions for the plan participants? Is it included in your cost assumptions?
5. What is the cost for printing ID cards? Is it included in your cost assumptions?
6. Is there an initial set-up fee charged for the installation of our plan?

7. Please disclose any additional fees or expenses that are borne by the client.
8. Do you offer assistance in the administration of COBRA benefits? HIPAA Certificates? Please describe your service and cost.
9. Please explain the type of assistance and/or administration duties you provide.

PHARMACY – ADMINISTRATION SERVICES ONLY (ASO)

Please find the current prescription drug plan design in the medical plan summary attachment.

1. Please describe your retail pharmacy network (number of independents and number of chains; are all chains in the network?) including its relationship to you (e.g. owned or leased).
2. Please confirm that prescription drugs prescribed by any licensed health care provider, including dentists, will be covered by the pharmacy program.
3. Is the use of a formulary mandatory? Please attach a copy of the formulary for review.
4. Does the retail brand discount include savings from formulary, network spread, clinical savings, DUR savings?
5. Is the brand discount a hard discount?
6. Is the brand discount an average? Is it based on 11 digits NDC?
7. Is the brand discount at mail order based on 100 units or actual acquisition NDC?
8. Is the mail discount based on 11 digit NDC?
9. Generic pricing must be expressed as a discount off of AWP for overall generic effective rate at retail. We will NOT accept as pricing the term “MAC” without quantifying what that number represents and what the blend of MAC and NON-MAC drugs represent overall.
10. Is pricing for retail brand and overall generic effective rate guaranteed?
11. Your quote must include a traditional pricing model and a transparency full pass-thru model. Is the pricing guaranteed?
12. What is the discount for specialty drugs? What is the dispensing fee? Is the specialty drug program a pass-thru under a transparency model? Are supplies included in the pricing?
13. Please provide your definition of “generic”. Also provide a definition of the generic included in the overall generic guarantee.
14. What quantity is an AWP based on for mail order?
15. How are manufacturer rebates handled? Will Hidalgo County share in the rebates? If so, what percentage?
16. Do rebates have a minimum guarantee per claim? Per brand? Hidalgo County will not accept rebate quotes based on rebatable brand claims.

17. Are rebates paid quarterly? If so, when?
18. Under transparency pricing model, are rebates a 100% pass thru of Gross?
19. Will coverage of OTC impact rebates? If so, how much?
20. Do rebates survive termination? When are they paid after termination?
21. Are rebates paid on specialty drugs?
22. Do you contract directly with manufacturers for formulary rebates or do you use another PBM? If yes, who handles?
23. Please describe how the drugs for the formulary are selected, and who is responsible for the selection.
24. Do you own your own mail service? If not, who do you sub-contract with and do you retain revenue?
25. Do you own your own Specialty Pharmacy? Or subcontract? If yes, who handles specialty pharmacy?
26. What is the average turnaround time for mail order pharmacy?
27. Can mail order pharmacy be ordered on-line?
28. Does the PBM allow 90-day fills at retail in addition to mail order? If so, what contracted pharmacies participate? What is the discount to Hidalgo County for a 90-day network? What plan design is used?
29. Do you offer alternatives in the pharmacy program that can help control or reduce the plan costs? If so, please provide details and approximate savings for each feature.
30. Please explain your Drug Utilization Review process for these programs:
 - a. Prospective
 - b. Concurrent
 - c. Retrospective
31. Please submit a sample of your standard reporting package. Attach samples of your standard reporting package that is included in your quote. Please note if your paid claims numbers are based on paid or incurred claims figures.
32. Include in your response a PPI report, a specialty drug report, and a net cost per day for mail or retail report w/ specialty and acute meds removed.
33. How do you propose getting members to look at alternative brands that have generics available and do your manufacturer contracts preclude you from providing this type of information to members?
34. What financial advantage would Hidalgo County gain if we limited the pharmacy network to several large chains? Could exceptions be made in outlying areas?

35. Is electronic billing available? Reports on line? Is an interactive website available? Can members compare pricing of drugs on line?
36. Will the PBM provide assistance with developing a communication piece?
37. Provide all materials used in marketing your product.
38. Do your administration fees include the following:
 - a. Postage (in D below)
 - b. Claim forms
 - c. ID cards, (medical/Rx combo cards?)
 - d. Mailing to participants homes
 - e. Participating provider directories
 - f. Customer service representatives specific to Hidalgo County.
 - g. Mail order forms
 - h. 1 – 800 number to call center
 - i. Standard report packages
39. Does your plan currently offer on-line access to claims and eligibility information for employees? Is there a separate charge for this to the plan?
40. Will any revenue be paid to a third party administrator for services, fees, disease state management or other vendor services by the PBM? Will all compensation to third parties be disclosed? Is an implementation allowance paid to the payor? If so, how much per member or head of household?
41. Will you audit the pharmacy data? Specifically, as a payor, what independent source will audit each and every claim? What are the fees associated with an independent audit?
42. Will you provide consultative modeling and forecasting annually?
43. Will a true-up of guarantees be performed annually? If so, when can Hidalgo County expect payment of true-ups above guarantees under transparency model?
44. Will the mail service provider provide to Hidalgo County copies of their suppliers (wholesaler or manufacturer) invoices showing net invoice for medications?
45. Will your firm detail its total revenue from all sources for administering the Hidalgo County pharmacy benefit plan and allow an independent audit by the Hidalgo County?
46. The 3 finalist will be required to make a presentation to Hidalgo County and answer questions to fully explain the specifics of the program offered.
47. Will your firm contractually guarantee that the amount you reimburse to pharmacy providers is the exact same amount that is billed to the plan sponsor?

PHARMACY – PROPOSED FEES

Contract Effective Date: _____

	RETAIL	90 DAY RETAIL	MAIL ORDER
Brand Formulary Guaranteed			
Brand Non Formulary Guaranteed			
Overall Generic Effective Rate Guaranteed – definition of generics covered under guarantee, i.e. single source generics, patent litigated generics, generics with 2 or more manufacturers or other?			
Dispensing fee per prescription	\$		\$
Administration fee per prescription	\$		\$
Rebate expected per claim or per brand claim	\$		\$
Specialty Pharmacy discount			
Dispensing fee for specialty drugs			

GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP ASSUMPTIONS:

1. Proposal is to be based on the current benefits & coverage's.
2. Quote is to be based on **3,800** Active County Employees and all County Elected Officials. Retirees do not participate.
3. Age Reduction formula is to be the same as current or better.
4. County pays 100% of cost for Basic Life/AD&D.
5. Effective date is to be **February 1, 2011**. All participants enrolled in the Basic Life Insurance Plan as of **January 31, 2011**, are to be covered on a "No Loss/No Gain" basis. The County's enrollment records are to be the basis for "take-over."
6. Life insurance contract must include Waiver of Premium provisions prior to attainment of age 60 for duration of the disability.
7. The County desires to receive proposals for a three (3) year period on one of the following basis:
 - Fixed price for the three (3) year period, or
 - Two (2) annual renewal adjustments determined by formula at the time the contract is awarded, or
 - One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to the City.
8. The County must receive renewal rates at least ninety (90) days prior to effective date of rate change.
9. Insurance company must have an A.M. Best rating of A- or better.

QUESTIONS:

1. Describe organization submitting proposal.
 - a. Insurance Company Name: _____
 - b. Address: _____

 - c. Contact Person for Insurance Company: _____
Telephone Number: _____ Email Address: _____
 - d. Contract Person for Insurance Agency: _____
Telephone Number: _____ Email Address: _____

2. Describe Financial Stability of Insurance Company.

a. Financial Rating	Current	Prior Year
<u>Service</u>	<u>Rating</u>	<u>Rating</u>
A.M. Best	_____	_____
Standard & Poors	_____	_____
Moody's	_____	_____

b. Is Insurance Company authorized to do business in Texas? Yes No

3. Will the actively-at-work provision be waived for the effective date of the contract? Yes No

Comment: _____

4. Does quote include Waiver of Premium? Yes No

If so, please attach full description.

5. Does quote include accelerated death benefit for terminal illness? Yes No

If so, please attach full description

6. Provide three Texas client references (preferably cities)

Name of Client	Contact Person	Telephone Number	Number of Employees

7. Describe claim payment services:

a. Where will claims be paid? _____

b. Is a toll free number available for checking status of claim? Yes No

8. For what period of time are quoted rates guaranteed? _____

9. Is a longer rate guarantee available? Yes No

If so, please describe: _____

10. Please state any variations to RFP Assumptions or Qualifications in your proposal: _____

11. Please provide amount of Annual Commission included in your quoted rates: _____

12. Agent Information: The County has specified agent requirements please refer to agent instruction and submit your proposal. Please provide the following information for the agent(s) selected by the insurance company. If two (2) agents are used please provide the following information for each agent:

a. Estimated amount of annual commission: _____

b. Copy of agent's E & O Insurance Certificate.

c. Copy of agent's insurance license.

d. Name/Mailing Address for Agent: _____

e. Agent's relationship with insurance company (length of time, number of groups, amount of premium): _____

f. Please describe agent services to be provided: Agent as a minimum will be required to provide three to five qualified enrollment specialist during the enrollment period for the medical plan. Attach a description of the agency, support personnel, describe intended procedures to provide enrollment services during the enrollment period.

g. Agent experience in insurance industry: _____

GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

PREMIUM QUOTE:

Attach rate quote based on number of lives and insurance volume.

Company Name

Authorized Signature

Address

Type Signatory's Name & Title

Email Address

Agent's Name

Telephone Number

Hidalgo County
Request for Proposal
No: 2010-228-09-22-YZV

**“Third Party Administration, Individual Stop Loss & Aggregate Stop Loss for Self Funded Medical Plan,
Group Term Life and**

Accidental Death & Dismemberment”

PLEASE ACKNOWLEDGE RECEIVING THIS RFP BY RETURNING THIS FORM

In order to allow a fair and competitive bid process an agent or agency will not be allowed to access markets prior to the release date of this RFP. The official date and time of release is **AUGUST 25 2010 at 10:00 A.M.**

Any agent other than the incumbent agent in contact with a current provider, contacting markets prior to this date will not be allowed to present a proposal. If it is determined that markets were approached in advance of the release date, then, that insuring entity shall immediately notify our insurance consultant of the date and time of receipt of this Request for Proposal. Failure to disclose the early request will result in disqualification of the vendor. Disclosure will result in reassignment of the insuring entity to another agent or agency.

FAX or Mail TO: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

_____ WILL RESPOND*

_____ WILL NOT RESPOND*

COMMENTS: _____

COMPANY NAME: _____ COMPANY FAX: _____

COMPANY PHONE: _____ Email Address _____

SIGNATURE: _____

Hidalgo County
Request for Proposal
2010-228-09-22-YZV

NOTICE TO INSURING ENTITY

Information provided in these specifications is to be used for purposes of preparing a proposal detailing costs of providing the services and insurance specified. It is further expected that each INSURING CARRIER will read these specifications with care, since failure to meet each condition or a combination of specified conditions may disqualify proposal.

Information provided on Hidalgo County:

1. Current census
2. Plan Information
3. Rate history
4. Standard Loss Information

Hidalgo County (hereinafter referred to as) reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to Hidalgo County.

An Insuring entity is required to submit quotations on the basis of these specifications. Alternative quotations (for service on a basis different from requested in these specifications) will receive consideration if such alternatives are clearly explained. Any exceptions to coverage requested herein must be clearly noted in writing and be included as a part of the proposal.

Hidalgo County **does not intend to name the servicing agent for the contract(s)** you are proposing to the County.

The Insuring Carrier is allowed to name a maximum of TWO (2) agents or agency representatives to be responsible for servicing the contract on behalf of the Insuring carrier. An individual agent or agency may be named to service the insurance contract but only two agents may be named to represent the insuring carrier. If more than two agents are named in the proposal the proposal will be rejected and returned to the insuring carrier.

Hidalgo County believes that the data contained in these specifications is sufficient for preparation for a proposal. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing to Hidalgo County's purchasing department as described in the RFP.

EXHIBIT "B"

RFP EVALUATION FORM

"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDERD MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

Hidalgo County will conduct a comprehensive, fair and impartial review of all proposals received in response to this RFP. Each "Proposal" will be analyzed to determine overall responsiveness and qualifications

SECTION I-ADMINISTRATION

PRICING (100 POINTS)

Administrative Fees	Primary Cost for Claims Administration
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold
Performance Guarantee Service	What is carrier willing to put at risk on administration services
Multiple Year Rates	Guarantee of future cost on admin fees
Enrollment Expense i.e. Booklets	Straight comparison of cost
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims
Set Up Fees	Initial Deposit required to initiate program

STOP LOSS (100 points)

Premium Cost	Straight premium cost
Lasers	Increased liability due to increased deductible on certain claimants

NETWORK DISCOUNT (400 POINTS)

Percentage Discount (allowable) charges against (billed-ineligible) charges
OON Charges Verified Charges

SECTION II – NETWORK PROVIDERS

NETWORK PROVIDERS – ACCESS (100 POINTS)

Hospitals	Are all hospitals in the network
Doctors- Primary Care	Are there sufficient number of Primary care docs (Family Practice-OB-Gyn-Internist)
Doctors – Specialist	Are there sufficient number of Specialist
Tertiary Providers	Are there OUT patient diagnostic facilities, lab, etc.
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson
Urgent Care Centers	Are UCC in networks
Transplant Options	Is there a Transplant contract required

SECTION III – PHARMACY

PHARMACY (100 POINTS)

Cost	Per Script, Per Capita, discount off Branded, Generic, Mail Order
Formulary	Any ?2 tier, 3 tier, 4 tier, Specialty Meds
Rebates	Pre-determined and credited; calculated per script and applied; how much and when
Access	Network of pharmacies, Mexico
Transparency	True cost of Rx disclosed
Preferred Local Pharmacy	Local non chain pharmacies included
Reporting Capabilities	Required reports available Per Script reporting

SECTION IV – TECHNOLOGY

TECHNOLOGY (50 POINTS)

Website Access
Telephone Access
Ability to Duplicate Current Plans
AD Hoc Claims Reporting
Employee Access

By insured for administrative services (enrollments, terms, tracking)
By employee and by administration for problem solving
Flexibility to match current plan design
Are there Ad Hoc reporting capabilities with web based access
Employee able to review EOBs and other claim information

SECTION V – WELLNESS

WELLNESS (100 POINTS)

Disease management
Wellness tools

Cardiac, Diabetic, Pregnancy
Active or Passive tools, Cost of Programs

SECTION VI – ADDITIONAL SERVICES

ADDITIONAL SERVICES (50 POINTS)

Enrollment Services
Policy Booklets
Local Office
Patient Advocacy
Company's Ability to service account
Financial Capability
Bilingual Staffing
AM Best Rating
Experience with School Districts
Industry Experience

Who will be doing the enrollment?
On line, printed, bilingual, see cost above
Where is office, office hours, designated employee, full time
Who will be providing service? Home Office, Customer Service, On Site??
Who will be daily contact for service?
Financial strength of vendor especially in current climate
Spanish Speaking service reps and enrollers required
What is rating?
What is experience in dealing with school districts
What size is company overall

The County's Consultant will review all proposals for completeness. Those found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and the best interest of, the County.

The County's Consultant will first evaluate the proposals on all factors other than cost. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. The Consultants will meet with the Hidalgo County's Commissioners Court/Board of Directors to present findings and offer guidance in the evaluation of the proposals submitted. Cost will be evaluated on an equal basis with the technical criteria. The Consultant will present the proposers ranking of said evaluation to Hidalgo County Commissioner's County/Board of Directors.

EXHIBIT "B"
RFP EVALUATION FORM

<u>Selection Criteria</u>		<u>Points</u>	<u>Score</u>
<u>SECTION I</u>			
1. <u>PRICING</u>		(100 POINTS)	
Administrative Fees	Primary Cost for Claims Administration		
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold		
Performance Guarantee Service	What is carrier willing to put at risk on administration services		
Multiple Year Rates	Guarantee of future cost on admin fees		
Enrollment Expense i.e. Booklets	Straight comparison of cost		
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims		
Set Up Fees	Initial Deposit required to initiate program		
Comments/Rationale for points:		TOTAL:	=====
2. <u>STOP LOSS</u>			
		(100 POINTS)	
Premium Cost	Straight premium cost		
Lasers	Increased liability due to increased deductible on certain claimants		
Comments/Rationale for points:		TOTAL:	=====
3. <u>NETWORK DISCOUNT</u>			
		(400 POINTS)	
Percentage Discount (allowable) charges against (billed-ineligible) charges			
OON Charges Verified Charges			
Comments/Rationale for points:		TOTAL:	=====
<u>SECTION II – NETWORK PROVIDERS</u>			
1. <u>NETWORK PROVIDERS – ACCESS</u>		(100 POINTS)	
Hospitals	Are all hospitals in the network		
Doctors- Primary Care	Are there sufficient number of Primary care docs (Family Practice-OB-Gyn-Internist)		
Doctors – Specialist	Are there sufficient number of Specialist		
Tertiary Providers	Are there OUT patient diagnostic facilities, lab, etc.		
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson		
Urgent Care Centers	Are UCC in networks		
Transplant Options	Is there a Transplant contract required		
Comments/Rationale for points:		TOTAL:	=====

EXHIBIT "B"
RFP EVALUATION FORM

<u>Selection Criteria</u>		<u>Points</u>	<u>Score</u>
<u>SECTION III- PHARMACY</u>			
<u>1. PHARMACY</u>		<u>(100 POINTS)</u>	
Cost	Per Script, Per Capita, discount off Branded, Generic, Mail Order		
Formulary	Any 2 tier, 3 tier, 4 tier, Specialty Meds		
Rebates	Pre-determined and credited; calculated per script and applied; how much and when		
Access	Network of pharmacies, Mexico		
Transparency	True cost of Rx disclosed		
Preferred Local Pharmacy	Local non chain pharmacies included		
Reporting Capabilities	Required reports available Per Script reporting		
Comments/Rationale for points:		TOTAL:	=====
<u>SECTION IV – TECHNOLOGY</u>			
<u>TECHNOLOGY</u>		<u>(50 POINTS)</u>	
Website Access	By insured for administrative services (enrollments, terms, tracking)		
Telephone Access	By employee and by administration for problem solving		
Ability to Duplicate Current Plans	Flexibility to match current plan design		
AD Hoc Claims Reporting	Are there Ad Hoc reporting capabilities with web based access		
Employee Access	Employee able to review EOBs and other claim information		
Comments/Rationale for points:		TOTAL:	=====
<u>SECTION V – WELLNESS</u>			
<u>1. WELLNESS</u>		<u>(100 POINTS)</u>	
Disease management	Cardiac, Diabetic, Pregnancy		
Wellness tools	Active or Passive tools, Cost of Programs		
Comments/Rationale for points:		TOTAL:	=====
<u>SECTION VI – ADDITIONAL SERVICES</u>			
<u>1 ADDITIONAL SERVICES</u>		<u>(50 POINTS)</u>	
Enrollment Services	Who will be doing the enrollment?		
Policy Booklets	On line, printed, bilingual, see cost above		
Local Office	Where is office, office hours, designated employee, full time		
Patient Advocacy	Who will be providing service? Home Office, Customer Service, On Site??		
Company's Ability to service account	Who will be daily contact for service?		

Financial Capability	Financial strength of vendor especially in current climate		
Bilingual Staffing	Spanish Speaking service reps and enrollers required		
AM Best Rating	What is rating?		
Experience with School Districts	What is experience in dealing with school districts		
Industry Experience	What size is company overall		
Comments/Rationale for points:		TOTAL:	<u> </u>
		TOTAL SCORE:	<u> </u>

AGENT _____

EVALUATOR _____ DATE _____