

**DHS 0-7 Partial Release Retainage
DRAINAGE DISTRICT**

Date: 11/09/2010
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Department: DRAINAGE DISTRICT

Information

CAPTION

- A. Request approval of Payment Request No. 16 to SER Construction Partners, LTD. for 25% Retainage Release on the Construction of DHS 0-7 0.9 miles (Does not include DHS 0-7A).
- B. Request approval to process manual check to SER Construction Partners, LTD. for the above mentioned project pending the approval of the County Auditor and Department of Homeland Security (DHS) and pending the electronic transfer of funds from the Department of Payment Management (DPM).
- C. Request approval of Change Order No. 43 on the Contract with SER Construction Partners, LTD. for the Construction of Levee DHS 0-6BC. Subject to Department of Homeland Security (DHS) concurrence

BACKGROUND

Fiscal Impact

Attachments

- Link: [DHS 0-7 PR 16](#)
- Link: [DHS 0-6BC CO#43](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 11:56 AM	APRV
2	Perla Lopez	Perla Lopez	11/05/2010 12:13 PM	APRV
3	Final Approval		11/05/2010 03:43 PM	NEW

Form Started By: Minerva Luna

Started On: 11/04/2010 09:35 AM

Final Approval Date: 11/05/2010

Project Name:
Contractor:
Address:
City/State/Zip:

REQUEST FOR PAYMENT
DHS SEGMENT 0-7 (0.9 MILES)
SER CONSTRUCTION PARTNERS, LTD.
3836 Pasadena Blvd.
Pasadena, Texas 77060

REQUEST FOR PAYMENT NO. 18

Project Number: 4410-02 0.9 MILES
Date: 7/7/2010

CONTRACT NO. 08-009-07-01
WORK THRU: 3/25/2010 thru 4/25/2010

PROGRESS BILLING WORKSHEET - NO. 1

ITEM NO	UNTY	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS		UNTY QTY. COMPLETE PRIOR INVOICES	UNTY QTY. COMPLETE THIS PERIOD	UNTY QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
					NO.	QTY. +/-							
1	LF	10,000	2.00	20,000.00						20,000.00	20,000.00	-	-
2	EA	2	2,000.00	4,000.00						4,000.00	4,000.00	-	-
3	CY	750	15.00	11,250.00						11,250.00	11,250.00	-	-
4	CY	2,450	7.00	17,150.00						17,150.00	17,150.00	-	-
5	CY	13,438	7.00	94,066.00						94,066.00	94,066.00	-	-
6	CY	4,752	600.00	2,851,200.00	3,182	0	4,184.56	600.84	(336,530.51)	4,184.56	2,614,669.49	2,614,669.49	-
7	CY	8,393	600.00	5,035,800.00	8,172	0	6,892.88	728.63	31,687.53	6,892.88	5,067,487.53	5,067,487.53	-
8	CY	2,287	540.00	1,234,980.00	3,20	0	1,884.92	1,658.72	(246,226.43)	294.52	988,754.57	988,754.57	-
9	LF	4,695	23.00	107,985.00	1,28	0	178.00	23.00	(103,960.00)	178.00	4,873.00	4,873.00	-
10	LF	4,656	18.00	83,808.00						83,808.00	83,808.00	-	-
11	CY	5,266	60.00	315,960.00						315,960.00	315,960.00	-	-
12	STA	48	10,000.00	480,000.00	4	0	688.04	60,000.00	(275,697.33)	688.04	480,000.00	480,000.00	0.27
13	CY	39,543	10.00	395,430.00	20	0	39,583.00	10.00	400.00	39,583.00	395,830.00	395,830.00	-
14	CY	550	400.00	220,000.00	18	0	360.00	400.00	(76,000.00)	360.00	144,000.00	144,000.00	-
15	EA	6	500.00	3,000.00						3,000.00	3,000.00	-	-
16	EA	6	500.00	3,000.00	12	0	9.00	800.00	2,750.00	9.00	8,100.00	8,100.00	-
17	CY	1,250	8.00	10,000.00						10,000.00	10,000.00	-	-
18	CY	3,865	30.00	115,950.00	20	0	3,871.00	30.00	3,180.00	3,865.00	115,950.00	115,950.00	-
19	SY	31,000	0.60	18,600.00	20	0	31,034.00	0.60	20.40	31,034.00	18,620.40	18,620.40	-
20	EA	4,530	18.00	81,540.00	1	0	0.00	16.00	(67,350.00)	0.00	0.00	0.00	-
21	EA	4,203	78.00	327,834.00	2	0	0.00	78.00	(327,834.00)	0.00	0.00	0.00	-
22	EA	327	400.00	130,800.00	11,20	0	433.00	400.00	42,400.00	433.00	173,200.00	173,200.00	-
23	LF	4,933	12.00	59,196.00	21.0A	0	867.50	12.00	(48,028.00)	867.50	10,410.00	10,410.00	-
24	LF	4,621	6.00	27,726.00	2	0	0.00	6.00	(27,726.00)	0.00	0.00	0.00	-
25	EA	4,330	12.00	51,960.00	1	0	0.00	12.00	(51,960.00)	0.00	0.00	0.00	-
26	EA	3	3,500.00	10,500.00						10,500.00	10,500.00	-	-
27	LF	45	30.00	1,350.00						1,350.00	1,350.00	-	-
28	LF	202	35.00	7,070.00						7,070.00	7,070.00	-	-
29	LF	185	40.00	7,400.00						7,400.00	7,400.00	-	-
30	EA	1	1,000.00	1,000.00						1,000.00	1,000.00	-	-
31	EA	4	2,800.00	11,200.00						11,200.00	11,200.00	-	-
32	EA	1	1,000.00	1,000.00						1,000.00	1,000.00	-	-
33	LF	268	66.00	17,628.00						17,628.00	17,628.00	-	-
34	LF	83	90.00	7,470.00						7,470.00	7,470.00	-	-
35	EA	3	700.00	2,100.00						2,100.00	2,100.00	-	-
36	EA	3	3,500.00	10,500.00						10,500.00	10,500.00	-	-
37	EA	1	4,000.00	4,000.00						4,000.00	4,000.00	-	-
38	EA	2	1,800.00	3,600.00						3,600.00	3,600.00	-	-
39	EA	6	2,000.00	12,000.00	12	0	9.00	2,000.00	6,000.00	9.00	18,000.00	18,000.00	-
40	EA	3	300.00	900.00						900.00	900.00	-	-
41	LF	4,700	1.00	4,700.00						4,700.00	4,700.00	-	-
42	LF	343	1.00	343.00						343.00	343.00	-	-
43	EA	1	20,100.00	20,100.00						20,100.00	20,100.00	-	-
44	EA	1	24,000.00	24,000.00						24,000.00	24,000.00	-	-
45	EA	1	8,000.00	8,000.00						8,000.00	8,000.00	-	-
46	EA	1	4,000.00	4,000.00						4,000.00	4,000.00	-	-
47	EA	1	700.00	700.00						700.00	700.00	-	-
48	EA	1	50,000.00	50,000.00						50,000.00	50,000.00	-	-
49	EA	1	50,000.00	50,000.00						50,000.00	50,000.00	-	-
50	EA	1	60,000.00	60,000.00						60,000.00	60,000.00	-	-
51	EA	0	-	-	4	68,043.00	3,199,980.48	208,137.33	(6,043.00)	68,043.00	208,137.33	208,137.33	(0.27)
52	EA	0	-	-	9A	2.00	10,000.00	20,000.00	2.00	2.00	20,000.00	20,000.00	-
53	EA	0	-	-	14	1.00	6,173.71	6,173.71	1.00	1.00	6,173.71	6,173.71	-
54	CY	0	-	-	18	221.00	85.00	18,804.89	221.00	0.00	18,804.89	18,804.89	-
55	EA	0	-	-	19	8.00	2,292.84	18,342.72	8.00	8.00	18,342.72	18,342.72	-
56	EA	0	-	-	20	50.00	771.28	38,564.00	50.00	60.00	38,564.00	38,564.00	-
57	EA	0	-	-	21	17.00	848.00	14,416.00	17.00	17.00	14,416.00	14,416.00	-
58	EA	0	-	-	21	148.00	-	148.00	0.00	148.00	-	148.00	-
59	EA	0	-	-	21	2.00	5,023.00	4,062.00	2.00	2.00	4,062.00	4,062.00	-
60	EA	0	-	-	22.24	4.00	7,918.76	31,676.04	4.00	4.00	31,676.04	31,676.04	-
61	EA	0	-	-	22.24	4.00	2,110.63	8,442.52	4.00	4.00	8,442.52	8,442.52	-
62	EA	0	-	-	23	1.00	40,437.10	40,437.10	1.00	1.00	40,437.10	40,437.10	-
63	EA	0	-	-	23	1.00	4,562.90	4,562.90	1.00	1.00	4,562.90	4,562.90	-
64	EA	0	-	-	28	1.00	500.00	500.00	1.00	1.00	500.00	500.00	-
65	EA	0	-	-	28	1.00	500.00	500.00	1.00	1.00	500.00	500.00	-

ORIGINAL CONTRACT AMOUNT: \$ 11,890,892.00
NET CHANGES BY CHANGE ORDER(S): \$ (1,068,823.13)
TOTAL CONTRACT AMOUNT TO DATE: \$ 10,312,068.87

Estimated % Project Completion to Date: 99.87%

TOTAL COMPLETE TO DATE: \$ 10,908,888.87
TOTAL CURRENT CONTRACT EARNED: \$ 10,908,888.87
CONTRACT BALANCE TO COMPLETE: \$ 3,180.00

LESS RETAINAGE @ 10%: \$ 1,090,888.88
RELEASED RETAINAGE PR #10: \$ 518,843.33
RELEASE 50% OF REMAINING RETAINAGE TO DATE: \$ 287,822.78
LESS Previous Requests for Payments: \$10,333,943.32
TOTAL AMOUNT DUE THIS REQUEST: \$ 287,822.78

Contractor: SER CONSTRUCTION PARTNERS, LTD.

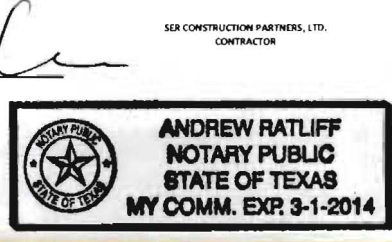
CERTIFICATION OF CONTRACTOR

I certify that to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct; that all work has been performed and / or material supplied in accordance with the requirements of the referenced Contract and / or duly authorized deviations, substitutions, alterations, and / or additions; that the foregoing is a true and correct statement of the Contract Amount up to and including the last day of the period covered by the Application for Payment; that no part of the "Balance Due this Payment" has been received and that the undersigned and his subcontractors have complied with all the labor provision of said contract.

Signed: *Rosbel E. Ramos* Date: 7/1/2010
Title: PRESIDENT

CONTRACTOR'S Certification No. 2: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Date: 7/1/10 By: *Rosbel E. Ramos*
State of TEXAS
County of Harris
Subscribed and sworn to me this 1st day of JULY 2010
Notary Public: *[Signature]*
My Commission Expires: 3-1-2014



Inspector's Certification

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 7/6/10
Inspector: *[Signature]*
Title: DOS PROJECT INSPECTOR

Engineer's Certification

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 7/7/10
Engineer: *[Signature]*
Title: RESIDENT PROJECT REPRESENTATIVE

Owner Certification

I have checked this estimate against the contractor's Schedule of Amount for Contract Payments, the notes and reports of my inspections of the project, and the period reports submitted by the Project Engineer. It is my opinion that the statement of work performed and/or materials supplied is accurate, that the contractor is observing the requirements of the contract, and the payment to the contractor in the amount requested above is recommended.

Date: _____
Title: _____
Name: RENE A. RAMIREZ
Chairman of the Board

HIDALGO COUNTY
CANCELED SEP 15 2010
DRAINAGE

Project Name:
Contractor:
Address:
City/State/Zip:

REQUEST FOR PAYMENT
DHS SEGMENT 0-7 (0.9 MILES)
SER CONSTRUCTION PARTNERS, LTD.
3636 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 16

Project Number: 4410-02 0.9 MILES
Date: 7/1/2010

CONTRACT NO. 08-009-07-01
WORK THRU: 3/25/2010 thru 4/25/2010

PROGRESS BILLING WORKSHEET - NO. 1

ROSBEL E. RAMOS, PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS				UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
						NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-							
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	10,000	\$ 2.00	\$ 20,000.00							10,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	2	\$ 2,000.00	\$ 4,000.00							2.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
REMOVE/STOCKPILE (EXIST FLEX BASE) (CALICHE) (4-10 IN.)	3	CY	750	\$ 15.00	\$ 11,250.00							750.00	\$ 11,250.00	\$ 11,250.00	\$ -	\$ -
REMOVE/STOCKPILE (EXIST TOPSOIL) (4-6 IN)	4	CY	2,450	\$ 7.00	\$ 17,150.00							2,450.00	\$ 17,150.00	\$ 17,150.00	\$ -	\$ -
REMOVE/STOCKPILE (EXIST EMBANKMENT)	5	CY	13,438	\$ 7.00	\$ 94,066.00							13,438.00	\$ 94,066.00	\$ 94,066.00	\$ -	\$ -
RETAINING WALL (CAST- IN-PLACE) (STEM)	6	CY	4,752	\$ 600.00	\$ 2,851,200.00	3,152	4,184.56	\$ 600.94	\$ (336,530.51)	4,184.56	0.00	4,184.56	\$ 2,514,669.49	\$ 2,514,669.49	\$ -	\$ -
RETAINING WALL (CAST- IN-PLACE) (FOOTING)	7	CY	8,393	\$ 600.00	\$ 5,035,800.00	5,172	6,952.88	\$ 728.83	\$ 31,667.53	6,952.88	0.00	6,952.88	\$ 5,067,467.53	\$ 5,067,467.53	\$ -	\$ -
RETAINING WALL (CAST- IN-PLACE)(KEY)	8	CY	2,287	\$ 540.00	\$ 1,234,980.00	3,20	594.52	\$ 1,659.75	\$ (248,225.43)	594.52	0.00	594.52	\$ 986,754.57	\$ 986,754.57	\$ -	\$ -
METAL BEAM GUARD FENCE	9	LF	4,695	\$ 23.00	\$ 107,985.00	1,25	175.00	\$ 23.00	\$ (103,960.00)	175.00	0.00	175.00	\$ 4,025.00	\$ 4,025.00	\$ -	\$ -
PVC UNDERDRAIN PIPE (6 IN)	10	LF	4,650	\$ 15.00	\$ 69,750.00					4,650.00	0.00	4,650.00	\$ 69,750.00	\$ 69,750.00	\$ -	\$ -
AGGREGATE DRAIN MATERIAL	11	CY	5,260	\$ 60.00	\$ 315,600.00	4	665.04	\$ 60.00	\$ (275,697.33)	665.04	0.00	665.04	\$ 39,902.40	\$ 39,902.67	\$ 0.27	\$ -
PREPARATION RIGHT OF WAY	12	STA	48	\$ 10,000.00	\$ 480,000.00					48.00	0.00	48.00	\$ 480,000.00	\$ 480,000.00	\$ -	\$ -
EMBANKMENT (NEW)	13	CY	39,543	\$ 10.00	\$ 395,430.00	20	39,583.00	\$ 10.00	\$ 400.00	39,583.00	0.00	39,583.00	\$ 395,830.00	\$ 395,830.00	\$ -	\$ -
CONC. RIP RAP CL-B (SLOPE PROTECTION)	14	CY	550	\$ 400.00	\$ 220,000.00	16	360.00	\$ 400.00	\$ (76,000.00)	360.00	0.00	360.00	\$ 144,000.00	\$ 144,000.00	\$ -	\$ -
CONC. BOLLARD (6 IN.) TYP 2	15	EA	6	\$ 500.00	\$ 3,000.00					6.00	0.00	6.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
CONC. PAD (4 FT X 4 FT) (6 IN)	16	EA	6	\$ 900.00	\$ 5,400.00	12	9.00	\$ 900.00	\$ 2,700.00	9.00	0.00	9.00	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -
TOPSOIL (STOCKPILED MATERIAL)	17	CY	1,250	\$ 9.00	\$ 11,250.00					1,250.00	0.00	1,250.00	\$ 11,250.00	\$ 11,250.00	\$ -	\$ -
FLEXBASE (NEW) TxDOT (TY D GR 6 CL 4- CALICHE) (6 IN.)	18	CY	3,865	\$ 30.00	\$ 115,950.00	20	3,971.00	\$ 30.00	\$ 3,180.00	3,865.00	0.00	3,865.00	\$ 115,950.00	\$ 115,950.00	\$ -	\$ 3,180.00
HYDRO MULCH	19	SY	31,000	\$ 0.60	\$ 18,600.00	20	31,034.00	\$ 0.60	\$ 20.40	31,034.00	0.00	31,034.00	\$ 18,620.40	\$ 18,620.40	\$ -	\$ -
BOLLARD (CUT TO PLAN DIMENSIONS)	20	EA	4,530	\$ 15.00	\$ 67,950.00	1	0.00	\$ 15.00	\$ (67,950.00)	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.)	21	EA	4,203	\$ 78.00	\$ 327,834.00	2	0.00	\$ 78.00	\$ (327,834.00)	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT.)	22	EA	327	\$ 400.00	\$ 130,800.00	11,20	433.00	\$ 400.00	\$ 42,400.00	433.00	0.00	433.00	\$ 173,200.00	\$ 173,200.00	\$ -	\$ -
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN.X 4 IN. X 1/4 IN, 8 FT.)	23	LF	4,953	\$ 12.00	\$ 59,436.00	2,10A,	867.50	\$ 12.00	\$ (49,026.00)	867.50	0.00	867.50	\$ 10,410.00	\$ 10,410.00	\$ -	\$ -
BOLLARD (SUPPLY & WELD) (1/2 in.X 4 in STEEL BAR)	24	LF	4,621	\$ 6.00	\$ 27,726.00	2	0.00	\$ 6.00	\$ (27,726.00)	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -
BOLLARD (INSTALL & WELD CAPS)	25	EA	4,530	\$ 12.00	\$ 54,360.00	1	0.00	\$ 12.00	\$ (54,360.00)	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -
REMOVE EXISTING GATE WELL STRUCTURES AND SALVAGE SLUICE GATE ASEMBLIES	26	EA	3	\$ 3,500.00	\$ 10,500.00					3.00	0.00	3.00	\$ 10,500.00	\$ 10,500.00	\$ -	\$ -
REMOVE PIPE (12 IN) (RCP)	27	LF	45	\$ 30.00	\$ 1,350.00					45.00	0.00	45.00	\$ 1,350.00	\$ 1,350.00	\$ -	\$ -
REMOVE PIPE (18 IN) (RCP)	28	LF	202	\$ 36.00	\$ 7,272.00					202.00	0.00	202.00	\$ 7,272.00	\$ 7,272.00	\$ -	\$ -
REMOVE PIPE (24 IN) (RCP)	29	LF	105	\$ 40.00	\$ 4,200.00					105.00	0.00	105.00	\$ 4,200.00	\$ 4,200.00	\$ -	\$ -
REMOVE PIPE (24 IN) (STAND PIPE)	30	EA	1	\$ 1,000.00	\$ 1,000.00					1.00	0.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
REMOVE CONC. COLLAR (6 IN)	31	EA	4	\$ 700.00	\$ 2,800.00					4.00	0.00	4.00	\$ 2,800.00	\$ 2,800.00	\$ -	\$ -
REMOVE CONC. HEADWALL	32	EA	1	\$ 1,000.00	\$ 1,000.00					1.00	0.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
RCP (18 IN.) (CL V)	33	LF	260	\$ 69.00	\$ 17,940.00					260.00	0.00	260.00	\$ 17,940.00	\$ 17,940.00	\$ -	\$ -
RCP (24 IN.) (CL V)	34	LF	83	\$ 90.00	\$ 7,470.00					83.00	0.00	83.00	\$ 7,470.00	\$ 7,470.00	\$ -	\$ -
18 AND 24 IN CONCRETE COLLAR	35	EA	3	\$ 700.00	\$ 2,100.00					3.00	0.00	3.00	\$ 2,100.00	\$ 2,100.00	\$ -	\$ -
CONC. HEADWALL (18 IN.) (CAST IN PLACE)	36	EA	2	\$ 3,500.00	\$ 7,000.00					2.00	0.00	2.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -
CONC. HEADWALL (24 IN.) (CAST IN PLACE)	37	EA	1	\$ 4,000.00	\$ 4,000.00					1.00	0.00	1.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
REMOVE / SALVAGE (EXIST SLUICE GATE VALVE)	38	EA	2	\$ 1,500.00	\$ 3,000.00					2.00	0.00	2.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
FLAP GATES W/ WALL PIPE & TFF (6 IN. D.I.)	39	EA	6	\$ 2,000.00	\$ 12,000.00	12	9.00	\$ 2,000.00	\$ 6,000.00	9.00	0.00	9.00	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -
REMOVE EXIST SIGN FENCE MOUNTED FISH & WILD LIFE .	40	EA	3	\$ 300.00	\$ 900.00					3.00	0.00	3.00	\$ 900.00	\$ 900.00	\$ -	\$ -
TRENCH EXCAV. PROTECTION (RET. WALL KEY)	41	LF	4,700	\$ 1.00	\$ 4,700.00					4,700.00	0.00	4,700.00	\$ 4,700.00	\$ 4,700.00	\$ -	\$ -
TRENCH EXCAV. PROTECTION (STRUCTURES)	42	LF	343	\$ 1.00	\$ 343.00					343.00	0.00	343.00	\$ 343.00	\$ 343.00	\$ -	\$ -
TEMPORARY SPECIAL SHORING	43	SF	80,400	\$ 0.25	\$ 20,100.00					80,400.00	0.00	80,400.00	\$ 20,100.00	\$ 20,100.00	\$ -	\$ -
DEWATERING	44	LS	1	\$ 24,000.00	\$ 24,000.00					1.00	0.00	1.00	\$ 24,000.00	\$ 24,000.00	\$ -	\$ -
NEW SLUICE GATE (24 IN.)	45	EA	1	\$ 5,000.00	\$ 5,000.00					1.00	0.00	1.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
INSTALL LEVEE ACCESS GATE (NEW)	46	EA	1	\$ 4,000.00	\$ 4,000.00	16	0.00	\$ 4,000.00	\$ (4,000.00)	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -
REMOVE EXISTING LEVEE ACCESS GATE	47	EA	1	\$ 700.00	\$ 700.00					1.00	0.00	1.00	\$ 700.00	\$ 700.00	\$ -	\$ -

HIDALGO COUNTY
 SERBEL E. RAMOS
 21 2010
 DRAINAGE DISTRICT #1

NEW GATE WELL NO. 233, (RISER, INSTALL NEW SLUICE GATE, LADDER, HATCH, ETC.)	48	LS	1	\$ 50,000.00	\$ 50,000.00					\$ -	1.00	0.00	1.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -
NEW GATE WELL NO. 234, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.)	49	LS	1	\$ 50,000.00	\$ 50,000.00					\$ -	1.00	0.00	1.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -
NEW GATE WELL NO. 235, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.)	50	LS	1	\$ 60,000.00	\$ 60,000.00					\$ -	1.00	0.00	1.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -
SHEET WALL DRAIN MATERIAL	51	SP	0	\$ -	\$ -	4	65,043.00	\$ 3,199,995,848.90	\$ 208,137.33	65,043.00	0.00	65,043.00	\$ 208,137.60	\$ 208,137.33	\$ (0.27)	\$ -	\$ -
ANTI-CLIMBING FENCE PANEL	52	EA	0	\$ -	\$ -	9A	2.00	\$ 10,000.00	\$ 20,000.00	2.00	0.00	2.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -
RECONNECTION OF IRRIGATION LINE AT STRUCTURE 294	53	LS	0	\$ -	\$ -	14	1.00	\$ 6,173.71	\$ 6,173.71	1.00	0.00	1.00	\$ 6,173.71	\$ 6,173.71	\$ -	\$ -	\$ -
STONE RIP RAP (12" THICK) (TY R) (DRY)	54	CY	0	\$ -	\$ -	18	221.00	\$ 85.09	\$ 18,804.89	221.00	0.00	221.00	\$ 18,804.89	\$ 18,804.89	\$ -	\$ -	\$ -
ANTI-CLIMBING FENCE PANEL (REMOVE AND REINSTALL)	55	EA	0	\$ -	\$ -	19	8.00	\$ 2,292.84	\$ 18,342.72	8.00	0.00	8.00	\$ 18,342.72	\$ 18,342.72	\$ -	\$ -	\$ -
WELD AN ADDITIONAL 6" BOLLARD (TRANSPORT & WELD)	56	EA	0	\$ -	\$ -	20	50.00	\$ 771.28	\$ 38,564.00	50.00	0.00	50.00	\$ 38,564.00	\$ 38,564.00	\$ -	\$ -	\$ -
WELD AN ADDITIONAL 11" BOLLARD (TRANSPORT & WELD)	57	EA	0	\$ -	\$ -	21	17.00	\$ 848.00	\$ 14,416.00	17.00	0.00	17.00	\$ 14,416.00	\$ 14,416.00	\$ -	\$ -	\$ -
WELD AN ADDITIONAL 11" BOLLARD (TRANSPORT & WELD)		EA	0	\$ -	\$ -	21	149.00	\$ -	\$ -	149.00	0.00	149.00	\$ -	\$ -	\$ -	\$ -	\$ -
INSTALL ANTI-CLIMB FENCE (OWNER SUPPLIED)	58	EA	0	\$ -	\$ -	21	2.00	\$ 3,031.00	\$ 6,062.00	2.00	0.00	2.00	\$ 6,062.00	\$ 6,062.00	\$ -	\$ -	\$ -
FABRICATE & INSTALL FLAT SURFACE ANTI-CLIMB FENCE	59	EA	0	\$ -	\$ -	22,24	4.00	\$ 7,918.76	\$ 31,675.04	4.00	0.00	4.00	\$ 31,675.04	\$ 31,675.04	\$ -	\$ -	\$ -
REMOVE & SALVAGE STANDARD ANTI-CLIMB FENCE	60	EA	0	\$ -	\$ -	22,24	4.00	\$ 2,110.63	\$ 8,442.52	4.00	0.00	4.00	\$ 8,442.52	\$ 8,442.52	\$ -	\$ -	\$ -
MODIFY GATE OPENING FROM A 40 FT TO 20 FT OPENING	61	LS	0	\$ -	\$ -	23	1.00	\$ 40,437.10	\$ 40,437.10	1.00	0.00	1.00	\$ 40,437.10	\$ 40,437.10	\$ -	\$ -	\$ -
ADJUSTMENTS TO BOLLARDS WITH DEFICIENT SPACING	62	LS	0	\$ -	\$ -	23	1.00	\$ 4,562.90	\$ 4,562.90	1.00	0.00	1.00	\$ 4,562.90	\$ 4,562.90	\$ -	\$ -	\$ -
TERMINAL ANCHOR SECTION	63	EA	0	\$ -	\$ -	25	1.00	\$ 500.00	\$ 500.00	1.00	0.00	1.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
			0	\$ -	\$ -			\$ -	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
------------------------	-------------------------------	------------------------------

ORIGINAL CONTRACT AMOUNT:	\$ 11,980,892.00																
NET CHANGES BY CHANGE ORDER(S)	\$ (1,068,823.13)																
TOTAL CONTRACT AMOUNT TO DATE	\$ 10,912,068.87												\$ 10,908,888.87	\$ 10,908,888.87	\$ -	\$ 3,180.00	

Estimated % Project Completion to Date: 99.97%

LESS RETAINAGE @ 10%	\$ 1,090,888.88	\$ -
RELEASED RETAINAGE PR #10	\$ 515,843.33	\$ -
RELEASE 50% OF REMAINING RETAINAGE TO DATE	\$ 287,522.78	\$ 287,522.78
LESS Previous Requests for Payments	\$10,333,843.32	
TOTAL AMOUNT DUE THIS REQUEST	\$ 287,522.78	\$ 287,522.78

HIDALGO COUNTY
 CANCELLED SEP 16 2010
 DRAINAGE DISTRICT #210

**HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-6B & 0-6C (1.38 MILES)**

CHANGE ORDER NO. 43

Date: September 24, 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 0-6B & 0-6C (1.38 MILES)

Contract No. 08-017-09-02
Dannenbaum No. 4410-08 / 4410-09

Description:
Cost Adjustment For Bid Items 5, 6, & 7 due to non-tracking unit cost

Contract Amount:

Original Contract Price:	\$ 14,197,729.40
Previous Change Order(s):	\$ 2,621,055.21
Contract price prior to this change order:	\$ 16,818,784.61
Net increase (decrease) from this change order:	\$ 171.40
Contract price with all change orders to date (including this change order):	<u>\$ 16,818,956.01</u>

Contract Time:

Authorized contract time change:	
Previous Total	287 days
This Change Order	<u>0</u> days
Total to Date	287 days

	Substantial Completion	Final Completion
Original Contract Date	12/1/2008	3/30/2009
Revised Contract Date - Previous Change Order	2/7/2009	1/11/2010
Revised Contract Date - This Change Order	N/A	N/A

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 10/26/2010
Resident Project Representative

OWNER:

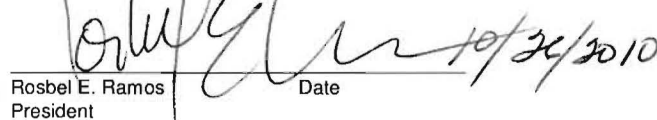
Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

SER Construction Partners, Ltd.


Rosbel E. Ramos Date 10/26/2010
President

HIDALGO COUNTY

OCT 26 2010

DRAINAGE DISTRICT #1

DRAINAGE DISTRICT #1

OCT 26 2010

HIDALGO COUNTY

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-6B & 0-6C (1.38 MILES)

CHANGE ORDER NO. 43

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: September 24, 2010

Contract No. 08-017-09-02

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

Dannenbaum No. 4410-08 / 4410-09

Description: Cost Adjustment For Bid Items 5, 6, & 7 due to non-tracking unit cost

COST SUMMARY

BID ITEM NO.	DESCRIPTION	CURRET VARIANCE TOTAL	ADJUSTED VARIANCE TOTAL	VARIANCE AMOUNT
5	RETAINING WALL (CAST IN PLACE) (STEM)	\$ 151,525.45	\$ 151,481.66	\$ (43.79)
6	RETAINING WALL (CAST IN PLACE) (FOOTING)	\$ 496,481.37	\$ 496,696.17	\$ 214.80
7	RETAINING WALL (CAST IN PLACE) (KEY)	\$ 25,045.38	\$ 25,045.77	\$ 0.39
			GRAND TOTAL	\$ 171.40

CANCELLED
OCT 27 2010
HIDALGO COUNTY
DRAINAGE DISTRICT #1

DRAINAGE DISTRICT #1

OCT 7 6 2010

HIDALGO COUNTY

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-6B & 0-6C (1.38 MILES)

CHANGE ORDER NO. 43

ATTACHMENT B

COST ADJUSTMENT TABULATION
 FOR
 BID ITEM NO. 4

Date: September 24, 2010
 Contractor: SER Construction Partners, Ltd.
3636 Pasadena Blvd.
Pasadena, Texas 77503

Contract No. 08-017-09-02
 Dannenbaum No. 4410-08 / 4410-09

Description: Cost Adjustment For Bid Items 5, 6, & 7 due to non-tracking unit cost

COST SUMMARY

CO NO.	DESCRIPTION	UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT	COST ADJUSTMENT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST		
34	RETAINING WALL (CAST IN PLACE) (STEM)	ORIGINAL CY	5,415.36	\$ 602.43	\$ 3,262,375.32	5,525.36	\$ 602.43	\$ 3,328,642.62		
	Reduction for Stem reinforcing bars provided to contractor (Owner Supplied)	LB				3,611.19	\$ 0.69	\$ (2,491.72)		
							Subtotal	\$ 3,326,150.90		
	Revised unit price					5,525.36	\$ 601.97903865	\$ 3,326,150.90		
	Revised unit price rounded to two decimals					5,525.36	\$ 601.98000000	\$ 3,326,156.21	\$ 63,780.89	
		REVISED								
34	RETAINING WALL (CAST IN PLACE) (STEM)	ORIGINAL CY	5,415.36	\$ 602.40	\$ 3,262,212.86	5,525.36	\$ 602.40	\$ 3,328,476.86		
	Reduction for Stem reinforcing bars provided to contractor (Owner Supplied)	LB				3,611.19	\$ 0.69	\$ (2,491.72)		
							Subtotal	\$ 3,325,985.14		
	Revised unit price					5,525.36	\$ 601.94903879	\$ 3,325,985.14		
	Revised unit price rounded to two decimals					5,525.36	\$ 601.95000000	\$ 3,325,990.45	\$ 63,777.59	\$ (3.30)
		ORIGINAL								
41	RETAINING WALL (CAST IN PLACE) (STEM)	ORIGINAL CY	5,557.36	\$ 601.97	\$ 3,345,364.00	5,536.46	\$ 601.9701127	\$ 3,332,783.45	\$ (12,580.55)	
		REVISED CY	5,557.36	\$ 601.94	\$ 3,345,197.28	5,536.46	\$ 601.9400000	\$ 3,332,616.73	\$ (12,580.55)	\$ -
		ORIGINAL								
42	RETAINING WALL (CAST IN PLACE) (STEM)	ORIGINAL CY	5,536.46	\$ 600.00	\$ 3,321,876.00	5,515.59	\$ 600.00	\$ 3,309,354.00	\$ (12,522.00)	
		REVISED CY	5,536.46	\$ 601.94	\$ 3,332,616.73	5,515.59	\$ 601.94	\$ 3,320,054.24	\$ (12,562.49)	\$ (40.49)
GRAND TOTAL									\$	(43.79)

CANCELLED

SEP 8 7 6 2010

HIDALGO COUNTY

OCT 26 2010

HIDALGO COUNTY

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-6B & 0-6C (1.38 MILES)

CHANGE ORDER NO. 43

ATTACHMENT B

COST ADJUSTMENT TABULATION
 FOR
 BID ITEM NO. 5

Date: September 24, 2010
 Contractor: SER Construction Partners, Ltd.
3636 Pasadena Blvd.
Pasadena, Texas 77503

Contract No. 08-017-09-02
 Dannenbaum No. 4410-08 / 4410-09

Description: Cost Adjustment For Bid Items 5, 6, & 7 due to non-tracking unit cost

COST SUMMARY

CO NO.	DESCRIPTION	UNITS		ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT	COST ADJUSTMENT
		ORIGINAL	CY	QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST		
34	RETAINING WALL (CAST IN PLACE) (FOOTING)	ORIGINAL	CY	7,107.96	\$ 577.16	\$ 4,102,430.19	7,273.96	\$ 577.16	\$ 4,198,238.75		
	Reduction for Footing Reinforcing Bars provided to contractor (Owner Supplied)		LB				12,015.94	\$ 0.69	\$ (8,291.00)		
								Subtotal	\$ 4,189,947.75		
	Revised unit price						7,273.96	\$ 576.02018040	\$ 4,189,947.75		
	Revised unit price rounded to two decimals						7,273.96	\$ 576.02000000	\$ 4,189,946.44	\$ 87,516.25	
	RETAINING WALL (CAST IN PLACE) (FOOTING)	REVISED	CY	7,107.96	\$ 576.54	\$ 4,098,023.26	7,273.96	\$ 576.54	\$ 4,193,728.90		
	Reduction for Footing Reinforcing Bars provided to contractor (Owner Supplied)		LB				12,015.94	\$ 0.69	\$ (8,291.00)		
								Subtotal	\$ 4,185,437.90		
	Revised unit price						7,273.96	\$ 575.40018111	\$ 4,185,437.90		
	Revised unit price rounded to two decimals						7,273.96	\$ 575.40000000	\$ 4,185,436.58	\$ 87,413.32	\$ (102.93)
41	RETAINING WALL (CAST IN PLACE) (FOOTING)	ORIGINAL	CY	7,285.96	\$ 575.98	\$ 4,196,567.24	7,277.94	\$ 575.9806607	\$ 4,191,952.69	\$ (4,614.55)	
		REVISED	CY	7,285.96	\$ 576.31	\$ 4,198,971.61	7,277.94	\$ 576.3100000	\$ 4,194,349.60	\$ (4,622.01)	\$ (7.46)
42	RETAINING WALL (CAST IN PLACE) (FOOTING)	ORIGINAL	CY	7,277.94	\$ 550.00	\$ 4,002,867.00	7,290.30	\$ 550.00	\$ 4,009,665.00	\$ 6,798.00	
		REVISED	CY	7,277.94	\$ 576.31	\$ 4,194,349.60	7,290.30	\$ 576.31	\$ 4,201,472.79	\$ 7,123.19	\$ 325.19
GRAND TOTAL										\$ 214.80	

CANCELLED
 SEP 27 2010
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

OCT 26 2010

HIDALGO COUNTY

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-6B & 0-6C (1.38 MILES)

CHANGE ORDER NO. 43

ATTACHMENT B

COST ADJUSTMENT TABULATION
 FOR
 BID ITEM NO. 6

Date: September 24, 2010

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

Contract No. 08-017-09-02
 Dannenbaum No. 4410-08 / 4410-09

Description: Cost Adjustment For Bid Items 5, 6, & 7 due to non-tracking unit cost

COST SUMMARY

CO NO	DESCRIPTION	UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT	COST ADJUSTMENT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST		
34	RETAINING WALL (CAST IN PLACE) (KEY)	ORIGINAL	CY	973.55	\$ 499.98	\$ 486,755.53	992.55	\$ 499.98	\$ 496,255.15	
	Reduction for Key Reinforcing Bars provided to contractor (Owner Supplied)		LB				3,092.70	\$ 0.69	\$ (2,133.97)	
	Revised unit price						992.55	\$ 497.8300186	\$ 494,121.18	
	Revised unit price rounded to two decimals						992.55	\$ 497.8300000	\$ 494,121.17	\$ 7,365.64
	RETAINING WALL (CAST IN PLACE) (KEY)	REVISED	CY	973.55	\$ 500.00	\$ 486,775.00	992.55	\$ 500.00	\$ 496,275.00	
	Reduction for Key Reinforcing Bars provided to contractor (Owner Supplied)		LB				3,092.70	\$ 0.69	\$ (2,133.97)	
	Revised unit price						992.55	\$ 497.8500176	\$ 494,141.03	
	Revised unit price rounded to two decimals						992.55	\$ 497.8500000	\$ 494,141.02	\$ 7,366.02
41	RETAINING WALL (CAST IN PLACE) (KEY)	ORIGINAL	CY	992.55	\$ 497.83	\$ 494,121.17	992.24	\$ 497.83	\$ 493,966.84	\$ (154.33)
		REVISED	CY	992.55	\$ 497.85	\$ 494,141.02	992.24	\$ 497.85	\$ 493,986.68	\$ (154.33)
42	RETAINING WALL (CAST IN PLACE) (KEY)	ORIGINAL	CY	992.24	\$ 497.83	\$ 493,966.84	992.67	\$ 497.83	\$ 494,180.91	\$ 214.07
		REVISED	CY	992.24	\$ 497.85	\$ 493,986.68	992.67	\$ 497.85	\$ 494,200.76	\$ 214.08
GRAND TOTAL									\$	0.39

CANCELLED OCT 26 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 Levee
(Name, address) Improvements Project/ DHS Segment 0-6B
& 0-6C (1.38 Miles)

PROJECT NO. 4410-08

LOG NO. 351

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

DATE: October 26, 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	10/26/10		Originals- Levee Improvement Project DHS Segment O-6B & 0-6C Change Order No. 43	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.

COPIES TO: 4410-08/File	HIDALGO COUNTY	BY: 
Hand-Delivery Signature	OCT 26 2010 DRAINAGE DISTRICT #1	Printed Name: Richard D. Seitz, P.E. Resident Project Representative

AI-23872

4.

agenda items

DRAINAGE DISTRICT

Date: 11/09/2010
Submitted By: Lora Briones, DRAINAGE DISTRICT
Submitted For: Lora Briones
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval of Amendment # 1 to the Advance Funding Agreement (FM 88 from Mile 12 to Mile 16 N. Road) between Texas Department of Transportation and Hidalgo County Drainage District #1.

B. Request approval of Hidalgo County Drainage District #1 Texas County and District Retirement System (TCDRS) plan provisions for 2011.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/05/2010 02:58 PM	APRV
2	Perla Lopez	Perla Lopez	11/05/2010 03:14 PM	APRV
3	Final Approval		11/05/2010 03:43 PM	NEW

Form Started By: Lora Briones

Started On: 11/05/2010 01:28 PM

Final Approval Date: 11/05/2010

3rd party administration, individual stop loss & aggregate stop loss for self-funded medical plan, group term life & accidental death & dismemberment

DRAINAGE DISTRICT

Date: 11/09/2010

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

A. Presentation by Alamo Insurance Group, (Hidalgo County Health Insurance Consultant) of the scoring/evaluation grid with recommendations for the responses received in response to the County's RFP: "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss for Self-Fund Medical Plan, Group Term Life and Accidental Death and Dismemberment", Project No. 2010-228-09-22-YZV:

Provider Score/Grade -Rank

- 1. _____:_____;
- 2. _____:_____;
- 3. _____:_____;

B. Acceptance and approval of consultant's recommendations so as to proceed with formal ranking by Drainage District #1 Board of Directors

C. Authority for consultant to finalize a contract including all negotiated items (terms/conditions/rates/fees and BAFO) with the number one (1) ranked provider for award; or, if applicable;

D. Award with acceptance and approval of negotiated final contract with the number one (1) ranked provider (as negotiated by consultant); and, if applicable or necessary,

E. Presentation by consultant of scoring grid and recommendations on the responses received for: Group Term Life-Accidental Death and Dismemberment so as to proceed with formal ranking by Drainage District #1 Board of Directors:

Provider Score Rank

- 1. _____:_____;
- 2. _____:_____;
- 3. _____:_____;

F. Approval of award to the number one (1) ranked firm of _____
for: Group Term Life-Accidental Death and Dismemberment.

BACKGROUND

Fiscal Impact

Attachments

Link: [alamo insurance](#)

Form Routing/Status

Form Started By: Angela
Garcia

Started On: 11/05/2010 03:11
PM

Final Approval Date: 11/05/2010

HIDALGO COUNTY PURCHASING DEPARTMENT PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY –HIDALGO COUNTY DRAINAGE DISTRICT #1

PROPOSAL ACCEPTANCE DATE: **September 29, 2010 (PER ADDENDUM I)**

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: “Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment”

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

BUYER: Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#1	HEALTH SMART IRVING, TEXAS	✓	✓
#2	ING EMPLOYEE BENEFITS ADDISON, TEXAS	✓	✓
#3	JEFF EVERITT & ASSOCIATES (AGENT	✓	✓
#4	SUN LIFE FINANCIAL HOUSTON, TEXAS	✓	✓
#5	UNUM HOUSTON, TEXAS	✓	✓
#6	AETNA INC.	✓	✓
#7	BLUE CROSS BLUE SHIELDS RICHARDSON, TEXAS	✓	✓
#8	BOD TREVINO INS. AGENCY	✓	✓

HIDALGO COUNTY PURCHASING DEPARTMENT PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY - HIDALGO COUNTY DRAINAGE DISTRICT #1

PROPOSAL ACCEPTANCE DATE: September 29, 2010 (PER
ADDENDUM I)

PROPOSAL ACCEPTANCE TIME: 9:30
A.M.

DESCRIPTION OF PROPOSAL: “Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment”

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

BUYER: Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#9	PURO ASEGURO INC PHARR TEXAS	✓	✓
#10	SWATNER & GORDON CORPUS CHRISTI, TX	✓	✓
#11	WEB-TPA IRVING, TX	✓	✓
#12			
#13			
#14			
#15			

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ**

RFP ACCEPTANCE DATE: SEPTEMBER 22, 2010 **RFP ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:

"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment" **RFP NO.:** 2010-228-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUES T *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1Requested: 8/23/10 @4:10 p.m. RGV Statewide Ins. Agency LLC	IP	Juan tijerina@ymail.com YZV	9/01/10	5317 N. McColl Rd. Ste 113 McAllen, TX 78504 Tel:(956) 655-7033
2Requested 8/24/10 @ 8:49 a.m. Tom Renick-Dallas, TX Specialize Billing(Not Interested)	TR	(972)248-9708	9/01/10	(NOT INTERESTED)
3Requested 8/24/10 @9:41 a.m. Entrust, INC Roberto Pflaumer	EM	rpflaumer@entrustinc.com	9/01/10	14701 St Mary's Lane, Ste150 Houston, TX 77079 Tel: (281-368-7878 x 180)
4Requested 8/25/10 @ 8:25 a.m. RGV Statewide John Garza	IP	Jg3183@aol.com	9/01/10	5317 N. McColl Rd. McAllen, TX 78504 Tel: (956) 429-3211
5Requested 8/25/10 @ 9:14 a.m. Melba Figueroa Puro Aseguro INC.	IP	melba@puroaseguro.com rr@puroaseguro.com	9/01/10	514 South I Road Ste A Pharr, TX 78577 Tel: (956) 328-9075
6Requested 8/25/10 @9:15 a.m. Joe Halow Assured Benefits Administrators, INC	EM	jhalow@abadmin.com	9/01/10	4855 N. Mesa, Suite 130 El Paso, TX 79912 Tel: (800) 247-7114
7Requested 8/25/10 @ 11:50 a.m. Leann Barzee AmeriBen(IEC Group)	EM	lbarzee@ameriben.com	9/01/10	3449 E. Copper Point Dr. Meridian, ID 83642 Tel: (800) 786-7930 X9591
8Requested 8/25/10 @ 1:20 p.m. Mary Beth Hilburn ING Employee Benefits	EM	marybeth.hilburn@us.ing.com	9/01/10	15455 Dallas Parkway Ste 1250 Addison, TX 75001 Tel:(800)955-6965
9Requested: 8/25/10 @ 1:56 p.m. Trey Tollett Swantner & Gordon Ins. Agency LLC	EM	jtollett@s-gins.com	9/01/10	500 N Shoreline, Ste 1200 Corpus Christi, TX 78471 Tel:(361) 883-1711
10Requested: 8/26/10 @ 8:41 a.m. Cris Solis Valley Risk Consulting, INC	EM	cris@vrctx.com	9/01/10	1200 Fresno McAllen, TX 78501 Tel (956) 664-1430
11Requested: 8/30/10 @1:11 p.m. Becky Silva Texas Insurance Service Center, INC.	EM	becky@txisc.com	9/01/10	521 S. 77 th Sunshine Strip Harlingen, TX 78550 Tel(800) 750-0490

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)**

**BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)**

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ**

RFP ACCEPTANCE DATE: SEPTEMBER 22, 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:

"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

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

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
12 Requested: 8/30/10 @3:26 p.m. Heather Caile United Healthcare	EM	Heather_h_caile@uhc.com	9/01/10	6200 Northwest Parkway San Antonio, TX 78249 Tel:(210) 481-2962
13 Requested: 8/31/10 @10:50 a.m. Merrilyn Kroll Group Benefit Services	EM	Lgw11@comcast.net	9/01/10	9291 SE Duncan Street Hobe Sound, FL 33455 Tel:(877) 877-3021
14 Requested: 8/31/10 @12:38p.m. Lyle R. Burns Delta Health Systems	EM	Lyle.burns@delapro.com	9/01/10	5343 N. 16 th Street, Ste 470 Phoenix, AZ 85016 Tel: (602) 265-1873
15 Requested: 9/01/10 @10:00a.m. Ramona Lopez Bob Treviño's Office	IP	Signature	9/01/10	819 N. I. Road Pharr, TX 78577
16 Requested: 9/01/10 @2:28 p.m. Tom Martin Doctors Hospital @ Renaissance	EM	t.martin@dhr-rgv.com	9/01/10	5501 South McColl Rd. Edinburg, TX 78539 Tel: (956) 362-3082
17 Requested: 9/2/10 @ 11:13 a.m. Eric Wright Mutual Assurance Administrators INC	EM	Jonathan.sheedy@cigna.com	9/02/10	2700 Post Oak Blvd, Ste700 Houston, TX 77056
18 Requested: 9/2/10 @ 11:13 a.m. John Weitzel Hartford Life	EM	John.weitzel@hartford.com	9/03/10	P. O. Box 4611 Houston, TX 77210-4611
19 Requested: 9/2/10 @ 11:13 a.m. Lincoln Financial Group Cas Joseph Petkovic	EM	cas.petkovic@lfg.com	9/02/10	1155 Dairy Ashford, Ste 209 Houston, TX 77079
20 Requested: 9/2/10 @ 11:13 a.m. Wes Goode METLIFE	EM	wgoode@metlife.com	9/02/10	5400 LBJ Freeway Ste100 Lockbox 30 Dallas, TX 75240
21 Requested: 9/2/10 @ 11:13 a.m. Randy Martin Prudential	EM		9/02/10	8117 Preston Rd, Ste 600 Dallas, TX 75225
22 Requested: 9/2/10 @ 11:13 a.m. Dayton Hoffman Standard Insurance Company	EM	dhoffman@standard.com	9/02/10	13750 San Pedro, Ste 440 San Antonio, TX 78232

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)**

**BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)**

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ**

RFP ACCEPTANCE DATE: SEPTEMBER 22, 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:

"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

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

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
23. Requested: 9/2/10 @ 11:13 a.m. Scott Sandusky Sun Life Financial	EM	Scott.sandusky@sunlife.com	9/02/10	919 Congress Ave # 400 Austin, TX 78701
24 Requested: 9/2/10 @ 11:13 a.m. Julie Rickman UNUM	EM	jrickman@unum.com	9/02/10	5840 Legacy Circle Ste D2 Plano, TX 75024
25 Requested: 9/2/10 @ 11:13 a.m. Louie Heerwagen Aetna National Accounts	EM	heerwagenl@aetna.com	9/02/10	2777 Stemmons Freeway, Ste300 Dallas, TX 75207
26 Requested: 9/2/10 @ 11:13 a.m. Hector Licon BCBSTX	EM	Hector_Licon@bxbstx.com	9/02/10	8200 IH-10WEST, Ste 420 San Antonio, TX 78230
27 Requested: 9/2/10 @ 11:13 a.m. Jana Gasper Humana	EM		9/02/10	8431 Fredreicksburg Rd, S 500 San Antonio, TX 78229
28 Requested: 9/2/10 @ 11:13 a.m. Dennis Ellis United Healthcare	EM	Dennis_ellis@uhc.com	9/02/10	6200 Northwest Parkway San Antonio, TX 78249q
29 Requested: 9/2/10 @ 11:13 a.m. Eric Wright Mutual Assurance Administrator inc	EM	ericwright@maa-tpa.com	9/02/10	3121 Quail Springs Parkwa Oklahoma City, OK 73134
30 Requested: 9/2/10 @ 2:44 p.m. Tracy Carman WEB-TPA	EM	tcarman@webtpa.com	9/02/10	8500 Freeport Parkway South, Suite 400 Irving, TX 75063
31 Requested: 9/3/10@9:04 a.m. Jesus A. Rodriguez MetLife Resources	EM	jarodriguez@metlife.com or rodrije@aol.com (not to mail if necessary will come by to pick-up) YZV	9/03/10	929 E. Esperanza Ste 13 McAllen, TX 78501 Tel: (956) 624-8042
32 Requested: 9/13/10 Zachary J. Zuckerman First Niagara Benefits Consulting	EM	Zachary.zuckerman@fnrm.com YZV	9/13/10	126 North Salina St. Ste 6 Syracuse, NY 13202 Tel:(315) 461-1282
33 Requested: 9/15/10 Ruben Garza Lone Star Insurance Agency	IP/EM	garza@lonestar-ins.com YZV	9/15/10	520 E. Nolana Ave. Ste 11 McAllen, TX 78504 Tel: (956) 682-1742

***VIA:**

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

E-MAIL (EM)

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?		

EXHIBIT "B"
RFP EVALUATION FORM

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 _____

**Hidalgo County
Medical RFP Scoring Grid**

		Vendor I	Vendor II	Vendor III	Vendor IV
Section 1 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 admin 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 Discounts (400 points)			
	Percentage discount: (allowable) charges against (billed - ineligible) charges				
	OON Charges Verified Charges				
Point Total Section 1		0	0	0	0
Section 2 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 - Specialists	Are there sufficient numbers of Specialist				
Tertiary Providers	Are there Out patient diagnostic facilities, labs, etc				
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson				
Urgent Care Centers	Are there UCC in network				
Transplant Options	Is there a Transplant contract required				
Point Total Section 2		0	0	0	0
Section 3 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				
Point Total Section 3		0	0	0	0
Section 4 Technology					
		Technology (50 Points)			
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				
Point Total Section 4		0	0	0	0
Section 5 Wellness					
		Wellness (100 Points)			
Disease Management	Cardiac, Diabetic, Pregnancy,				
Wellness tools	Active or Passive tools, Cost of programs				
Point Total Section 5		0	0	0	0
Section 6 Additional Services					
		Additional Services (50 Points)			
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 acct	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				
Point Total Section 6		0	0	0	0
Total Points		0	0	0	0

**MS4 Storm Water Management-Interlocal Cooperative Agreement-Notice of Intent to Terminate Agreement
DRAINAGE DISTRICT**

Date: 11/09/2010
Submitted By: Claudette Cavazos, DRAINAGE DISTRICT
Submitted For: Claudette Cavazos
Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Notice of Intent to Terminate Agreement from City of Edinburg as it relates to the Interlocal Cooperative Agreement between the Hidalgo County Drainage District No. 1 and local municipalities regarding TCEQ mandate to develop Storm Water Pollution Plan approved by Board of Directors on January 22, 2008.

BACKGROUND

Fiscal Impact

Attachments

Link: [MS4](#)
Link: [MS4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 08:43 AM	APRV
2	Perla Lopez	Perla Lopez	11/05/2010 12:18 PM	APRV
3	Final Approval		11/05/2010 03:43 PM	NEW
Form Started By: Claudette Cavazos			Started On: 11/04/2010 08:05 AM	
Final Approval Date: 11/05/2010				

The logo for The City of Edinburg features a stylized 'E' on the left, composed of red and blue loops. To its right, the words 'THE CITY OF' are written in a small, blue, sans-serif font. Below this, the word 'EDINBURG' is written in a large, bold, blue, sans-serif font. The letters 'D', 'I', 'N', 'B', 'U', and 'R' have a red-to-blue gradient fill.

August 24, 2010

Mr. Godfrey Garza, Jr.
902 Doolittle Road
Edinburg, Texas 78541

RE: Interlocal Agreement Drainage District No. 1 & City of Edinburg, Tx.
MS4 – Storm Water Management Program

Dear Mr. Garza:

In January of 2008, the City of Edinburg entered into an interlocal cooperation agreement with the District for the submission of the Stormwater Management Plan (SWMP) and Notice of Intent (NOI) to the Texas Commission on Environmental Quality (TCEQ).

By this letter, the City of Edinburg gives notice of its intent to terminate the Agreement with the District.

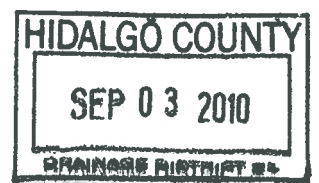
Please provide an itemized billing of Edinburg share of the MS4 program to date.

If you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink that reads 'Ramiro Garza, Jr.' in a cursive style.

Ramiro Garza, Jr.
City Manager



WHEREAS, the City desires assistance from the Drainage District either directly or through its contractor, in its efforts to comply with the TCEQ's TPDES General Permit requirements in which the Drainage District would incorporate the City's SWMP and Notice of Intent ("NOI") into its own permit application;

WHEREAS, the Drainage District either directly or through its contractor is in a position to provide such assistance to City and desires to do so for a fee as described herein.

NOW, THEREFORE, Drainage District and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Drainage District, in coordination with the City shall develop and include in its own SWMP, the City's SWMP which shall consist of an inventory of specific actions or Best Management Practices ("BMPs") that will be implemented over a five-year period to reduce pollutants and protect water quality. The Drainage District shall also include the City's NOI in the Drainage District's permit application to the State.
2. The City agrees to cooperate with the Drainage District in coordinating the submission of the SWMP and NOI to the TCEQ and, only after careful review and approval of its contents, shall co-sign with the Drainage District all documents submitted to the TCEQ on the City's behalf.
3. City shall be independently responsible for any enforcement or other regulatory action which may result from the component of the permit application and/or NOI submitted to the TCEQ that pertains directly to the City and agrees to indemnify and hold harmless the Drainage District from any liability resulting from the TPDES permit application and/or NOI.
4. In accordance with TCEQ and the Environmental Protection Agency ("EPA") requirements, the Drainage District shall include BMPs to address six minimum control measures ("MCMs") in the SWMP on behalf of the City, as follows: (1) Public Education and Outreach on Storm Water Impacts; (2) Public Involvement/Participation; (3) Illicit Discharge Detection and Elimination; (4) Pollution Prevention/Good Housekeeping for Municipal Operations; (5) Construction Site Storm Water Runoff Control; and (6) Post-Construction Storm Water Management in New Development/Redevelopment areas.
5. The City's component of the SWMP shall include those MCMs described in paragraph 4 above in order to achieve the regulatory standard of reducing pollutants to the maximum extent practicable. Any existing City storm water program and related activities will be supplemented with the BMPs identified above. The City's component of the SWMP shall also include measurable goals and an implementation schedule for the BMPs.
6. In coordination with the Drainage District, City agrees to review the effectiveness of the selected BMPs and their success in achieving the selected measurable goals at least annually. The Drainage District shall assist the City in facilitating necessary adjustments to the City's BMPs in coordination with the TCEQ, in order to insure full permit compliance.

7. Within thirty (30) days of receipt of invoice from the Drainage District, the City agrees to compensate Drainage District an amount not to exceed TWENTY-THREE THOUSAND THREE HUNDRED SIXTY-SEVEN AND 00/100THS DOLLARS (\$23,367.00) for the development and inclusion of its SWMP and NOI into the Drainage District's permit application. ✓ *
8. It is the intent of the parties to enter into another Interlocal Cooperation Agreement or to amend this Agreement to include the implementation phase of the TPDES General Permit in the future. The Drainage District anticipates assisting the City through the implementation phase by providing monitoring of all activities included in the City's component of the SWMP and identifying illicit discharges and developing and implementing strategies for their elimination. ✓
9. The parties agree this Agreement is perpetual unless otherwise terminated by either party with or without cause upon thirty (30) days written notice to the non-terminating party. *
10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. ✓
11. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof. ✓
12. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the Drainage District and City and not otherwise. ✓
13. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903. ✓
14. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the

laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

If to City: City of Edinburg
Attention J.J. Rodriguez, City Manager
210 W. McIntyre
Edinburg, Texas 78539

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

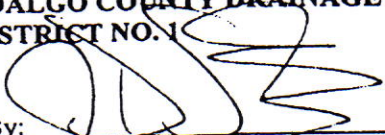
12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement. ✓
13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
14. **Assignment.** This Agreement shall not be assignable.
15. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by each of the

parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.


18. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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

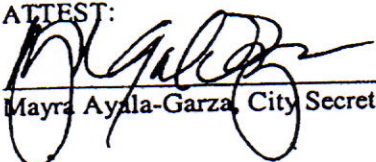
**HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

By: 
Juan de Dios ("J. D.") Salinas, III
Chairman of Board of Directors

CITY OF EDINBURG, TEXAS

By: 
Jose Ochoa, Mayor

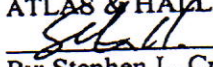
ATTEST:


Mayra Ayala-Garza, City Secretary



APPROVED AS TO FORM

ATLAS & HALL, L.L.P.


By: Stephen L. Crain, County Attorney

CITY OF EDINBURG
By: 
Ricardo Gonzalez, Interim City Attorney

AI-23750

7.

**MS4 Annual Report
DRAINAGE DISTRICT**

Date: 11/09/2010

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Godfrey Garza, Jr.

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to submit to the Texas Commission on Environmental Quality (TCEQ), the MS4 Annual Report for Report Period 3 (Year 3).

BACKGROUND

Fiscal Impact

Attachments

Link: [Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/02/2010 11:53 AM	APRV
2	Perla Lopez	Perla Lopez	11/05/2010 12:04 PM	APRV
3	Final Approval	Angela Garcia	11/05/2010 03:43 PM	APRV

Form Started By: Sylvia Sanchez

Started On: 11/02/2010 08:16 AM

Final Approval Date: 11/05/2010

Texas Commission on Environmental Quality
Storm Water and Pretreatment Team Leader (MC-148)
P.O. Box 13087
Austin, Texas 78711-3087

Re: Phase II MS4 Annual Report Transmittal for the Hidalgo County Drainage District No. 1 and the City of Mercedes

TPDES Permit Number: TXR04 0322, 0339

Dear Team Leader:

This letter serves to transmit the Year 3 Annual Report for the Texas Pollutant Discharge Elimination System (TPDES) Small Municipal Separate Storm Sewer System (MS4) General Permit, Authorization Number TXR040 0322, 0339 for the Hidalgo County Drainage District No. 1 and the City of Mercedes.

A separate Notice of Change (NOC) has been submitted based on the fact that changes have been proposed for Year 4.

As required by the general permit, a copy of this submittal has also been mailed to the TCEQ's regional office in Harlingen, Texas.

Sincerely,

Godfrey Garza, Jr.
District Manager

Phase II (Small) MS4 Annual Report Form
TPDES General Permit No. TXR040000

A. General Information

1. Permit No. TXR040322 Annual Report Period: 3

Name of MS4 / Permittee: Hidalgo County Drainage District No. 1

Contact Name: Godfrey Garza, Jr. Telephone Number: (956) 292-7080

Mailing Address: 902 Doolittle Road, Edinburg, Texas 78542-7470

E-mail Address: g.g@hcdd1.org

2. Is the named permittee relying on another entity/ies to satisfy some of its permit obligations? _____ Yes No

If Yes, provide the name(s) of other entity/ies and an explanation of their responsibilities (add more spaces or pages if needed):

Name and Explanation: N/A

3. Is the named permittee sharing a SWMP with other entities? Yes _____ No

If "Yes," list all associated permit numbers and permittee names (add additional spaces or pages if needed):

Permit Number: TXR040339 Permittee: City of Mercedes

4. Is this a system-wide annual report including information for all permittees? Yes _____ No

Explanation, if any _____

5. Has a copy of this annual report been submitted to the TCEQ Regional Office? Yes _____ No

B. SWMP Modifications and Additional Information.

Include a brief explanation if you check "Yes" to any of the following statements.

1. a. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review. Yes No

- b. If Yes to the above, has the TCEQ already approved the original SWMP? Yes No

- c. If Yes to the above, indicate whether an NOC (or letter) has been submitted to document the changes to the approved SWMP as required by the general permit. (Note that if an NOC is required, it must be submitted to the address shown on the NOC. Do not attach the original NOC form to this report.) Yes No

NOC was submitted and accepted for Year 2 and an NOC will once again be submitted for Year 3.

2. The MS4 has annexed lands since obtaining permit coverage. Yes No

3. A receiving water body is newly listed as impaired or a TMDL has been established. Yes No

4. The MS4 has conducted analytical monitoring of storm water quality. Yes No

Explain below or attach a summary to submit along with any monitoring data used to evaluate the success of the SWMP at reducing pollutants to the maximum extent practicable. Be sure to include a discussion of results.

The City of Mercedes conducted testing of discharges into the drainage system at their WWTP. Both participants are participating more physical/analytical monitoring of their respective drainage systems in Year 4.

C. Narrative Provisions.

1. Provide information on the status of complying with permit conditions:

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.		✓	NOC has been submitted.
Permittee is currently in compliance with recordkeeping and reporting requirements.	✓		
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.)	✓		

2. Provide a general assessment of the appropriateness of the selected BMPs:

Has the permittee determined that any of the selected BMPs are not appropriate for reducing the discharge of pollutants in storm water?

_____ Yes ✓ No

Provide explanation: N/A

3. Describe progress towards reducing the discharge of pollutants to the maximum extent practicable (MEP). Summarize any information used (such as monitoring data) to evaluate reductions in the discharge of pollutants. Use a narrative description or table as appropriate:

MCM	BMP	Parameter	Quantity	Units	Does BMP Demonstrate a Direct Reduction in Pollutants? (Yes / No / Explain)

Or, provide explanation below: Construction sites for the HCDD#1 were monitored closely for compliance with local ESC codes and the system was upgraded to improve the infiltration and absorption of water into the ground water system. Measures are also being taken to improve the vegetation in the canals which would improve water quality as the water flows to its final outfall. NRCS funding was made available to HCDD#1 due to damages created by Hurricane Dolly for which the HCDD#1 repaired banks and slopes in drainage canals. The City of Mercedes is testing all water it discharges into the drainage system from plants as well as tests water in the drainage system at their WWTP.

4. Provide a general evaluation of the program's progress, including any obstacles or challenges encountered in implementing BMPs, meeting the program's schedule, etc.:

The higher number of Tropical Storms, Hurricane Alex, and water releases from the Rio Grande into the IBWC Floodway System From spring until the time of Year 3 reporting provided large amounts of siltation and pollutant loads into drainage systems as well as created situations of sloughing and erosion in drainage canals. These scenarios made it difficult to get an accurate count of pollutant loads and water quality seeing numbers would be skewed. The departure of the City of Edinburg and the County of Hidalgo from the Hidalgo County Storm Water Quality Partners hindered progress due to redefined boundaries and a loss of jurisdictional entities which help enforce discharge water quality.

5. Provide the number of construction activities (other than those where the permittee was the operator) that occurred within the regulated area as indicated via notices of intent or site notices:

The HCDD#1 had 18 reported projects and the City of Mercedes had 1 reported project.

6. Does the permittee utilize the 7th MCM related to construction? _____ Yes No

If Yes, then provide the following information:

- a. The number of municipal construction activities authorized under this general permit: N/A

b. The total number of acres disturbed for municipal construction projects: N/A

Though the 7th MCM is optional, this must be requested on the NOI or on a NOC and approved by the TCEQ.

7. Requirements for Specific Minimum Controls Measures (MCMs):

a. For MCM 1 - Public Education and Outreach, provide documentation of activities conducted and materials used to fulfill the requirements of this MCM. **attached**

b. Also for MCM 1, provide documentation of the amount of resources used to address each group (e.g., visitors, businesses, etc.). **attached**

c. For MCM 3 – Illicit Discharge Detection and Elimination (IDDE), indicate whether you have developed a list of allowable non-storm water discharges, other than those already listed in the general permit. If you have developed a list and have made any changes to the local controls, conditions and/or programs being established for discharges, include this information below. If you do not have any changes for this permit year, indicate that this item is not applicable.

The list of non-storm water discharges is the same as those stated in the general permit.

8. Describe any proposed changes to the SWMP in the coming reporting year.

An NOC will be submitted to incorporate changes to the SWMP. Changes to the SWMP include movement of some BMPs to show completion in Year 4 and 5 due to timing and funding constraints. Also, the NOC will include a change to the boundaries and limits due to the departure of the City of Edinburg and the County of Hidalgo.

9. Describe any activities planned for the next permit year / reporting cycle.

Updating of training, educational, and ESC documentation, more physical/quantitative analyses will be conducted, and Implementation of ideas and points proposed by the MS4 Permit Improvement Guide.

D. Storm Water Management Program Status. Provide the status of every BMP and measurable goal listed in the SWMP, as described in the instructions. Each MCM, but not necessarily each BMP, must include the measurable goals described in the SWMP. For a shared SWMP, include the name of the responsible MS4 operator(s) in the “BMP” column. *(Though an MS4 is not required to implement BMPs until the initial SWMP is approved by the TCEQ, the MS4’s initial annual report should include a description of what has been done to date, even if the SWMP has not yet been approved. The MS4 will receive credit for all BMPs implemented prior to and during the first permit year if they are described in the initial annual report.)*

Table 1 – BMP Status

MCM(s)	BMP	Year 3 Milestones	New or Revised	Start Date	Status / Completion Date (completed, in progress, not started)
1: Public Education	1.1 Website	Design and build website, up and running, revise and maintain, incorporate feedback.		August 2009	Completed, and under continuous operation and maintenance.
1: Public Education	1.2 Education Promotion Program	Produce and distribute promotional giveaways.		August 2009	In progress; Items produced distribution commenced in Year 2; Distribution is to continue in Years 4 and 5.
1: Public Education	1.3 Utility bill Insert and Educational Flyer	Design, produce, and distribute inserts/flyers.		July 2009	In progress; Inserts/flyers were designed in year 2 and distribution began in Year 3; Distribution is to continue in Years 4 and 5.
1: Public Education	1.4 Water Pollution Hotline	Advertise hotline, maintain hotline, and monitor number of calls.		July 2009	In progress; Hotline is advertised on the website and on bumper stickers; additional advertisement is planned for Year 4 and 5 by placing an ad in local newspaper and adding hotline number in formal email title blocks for HCDD#1 employees

MCM(s)	BMP	Year 3 Milestones	New or Revised	Start Date	Status / Completion Date (completed, in progress, not started)
1: Public Education	1.5(A) Educational Program for Citizens and Businesses	Determine availability of existing public education materials, develop partnerships with other MS4s, identify funding availability and prepare schedule of educational program, acquire and/or develop material, update educational material, send personalized letters to operators of facilities within MS4 once a year incorporating educational flyers and brochures, establish an e-mail distribution group to facilitate communication on storm water related issues, distribute educational material and solicit feedback once per year.		May 2007	In progress; Availability of existing public education materials determined; other MS4s have been contacted with regards to joining the Partnership and members of the Hidalgo County Storm Water Quality Partnership upkeep and contact between partners continued; developing a budget for funding availability and preparing schedule of educational program; acquired educational material;
1: Public Education	1.5(B) Educational Storm Water Documentary	Acquire <i>After the Storm</i> brochure; present in promotional giveaways and focus on website; make materials available to visitors at tourist offices, libraries, and museums.		April 2007	In progress; acquired video and brochure; transferred to CD form; distributed to MS4 partners; video aired by former Member City of Edinburg April 2010 (prior to their departure); Distribution is to continue in Years 4 and 5.

MCM(s)	BMP	Year 3 Milestones	New or Revised	Start Date	Status / Completion Date (completed, in progress, not started)
1: Public Education	1.6 (A) Education of MS4 City and County Employees	Develop list of training subjects and/or needs; develop or acquire training materials; identify funding availability and develop schedule of training; conduct training; seek and incorporate feedback regarding training materials.		May 2007	In progress; material obtained from EPA and material created/adapted from EPA and other entities; training for Storm Water Inspectors and all wishing to learn more about the storm water initiative held in December 2009; introductory presentations to Department Heads in November 2009 and May 2010; Training for employees was also conducted by both HCDD#1 and the City of Mercedes; Education of Employees to continue in Years 4 and 5.
1: Public Education	1.6 (B) Education of MS4 City and County Officials	Provide SWMP status reports to officials; seek / incorporate official feedback on promotion and awareness.		May 2007	In progress; presentations on status were provided in October and November 2009; Public Education is to continue in Years 4 and 5.
2: Public Participation and Involvement	2.1 Conduct Public Meetings	Prepare and hold 2 public meetings and incorporate public input through meeting minutes		August 2009	Four public meetings were held; 1 in October 2009, and 3 in November 2009.
2: Public Participation and Involvement	2.2 Citizen's Advisory Committee	Create a Citizen's Advisory Committee, and conduct meetings.			In progress; discussions were started in determining memberships; CAC not created as of date of submission of this report; anticipate creation in Year 4, and meetings in Years 4 and 5. New boundaries due to departing partners restarts the process of the creation of a CAC.

MCM(s)	BMP	Year 3 Milestones	New or Revised	Start Date	Status / Completion Date (completed, in progress, not started)
2: Public Participation and Involvement	2.3 Water Pollution Hotline	See BMP 1.4		See BMP 1.4	See BMP 1.4
3: Illicit Discharge Detection and Elimination	3.1 Illicit Discharge Monitoring Program	develop ordinance or other regulatory mechanism to prohibit / eliminate illicit discharges; update the SWMP through NOC to include initial description of Program; coordinate / monitor removals of illicit connections detected.; track storm drain system maintenance; document and maintain records of the number of outfalls monitored, illegal discharges detected, illegal discharges eliminated, and complaints received and addressed.		August 2009	In progress; At this time HCDD#1 does not possess the ability to create and enforce such an ordinance but it can test quality of water discharged into the drainage system and work on enforcement measures from that point. The City of Mercedes will continue to test discharge and both entities will continue tracking drainage system maintenance.
3: Illicit Discharge Detection and Elimination	3.2 Storm Drain System Map	Field verify outfall locations to / from MS4; coordinate mapping with other MS4's ultimately outfalling to HCDD1 system; incorporate names of system laterals and locations of Waters of the US; identify source information; update system maps; document coordinating activities with other MS4s.		August 2009	In Progress; Field verification was conducted after Hurricane Alex as well as after water releases by Mexico into the Main Floodway System. Outfalls that connected cities and locales to the Master Drainage System were verified to a great degree but a full audit of all drain ditches with formal names is a continuous process as ditches are transferred to HCDD#1. An attached map presents the most updated data for Laterals, ditches, and outfalls.

MCM(s)	BMP	Year 3 Milestones	New or Revised	Start Date	Status / Completion Date (completed, in progress, not started)
3: Illicit Discharge Detection and Elimination	3.3 Water Pollution Hotline	See BMP 1.4		See BMP 1.4	See BMP 1.4
4: Construction Site Storm Water Run-off Control	4.1 Construction Site Monitoring Program	Develop ordinance or other regulatory mechanism to address storm water runoff control at construction sites, one acre or greater; develop procedures for site plan review to consider water quality impacts; Develop procedures for receipt and consideration of input from the public; develop procedures for site inspection and enforcement of control measures; update SWMP through NOC to include description of the Program.		August 2009	In progress; At this time HCDD#1 does not possess the ability to create and enforce such an ordinance but a draft ordinance was developed to address storm water runoff control at construction sites, one acre or greater; A draft manual with procedures and site planning was created ; No further public input was generated by the time of the end of Year 3 reporting; More feedback will be solicited in Years 4 and 5; Update SWMP through NOC to include description of the Program will be accomplished through NOC to SWMP in Year 4; Newly trained officials are capable of site plan review and SWPPP enforcement.
4: Construction Site Storm Water Run-off Control	4.2 Water Pollution Hotline	See BMP 1.4		See BMP 1.4	See BMP 1.4
5: Post-Construction Storm Water Management	5.1 Develop a Regional Drainage Plan for Storm Water Controls	Develop regional plan.		August 2009	In progress; Plan for water controls is discussed in the Lower Rio Grande Valley Development Council and continue through out Years 4 and 5.

MCM(s)	BMP	Year 3 Milestones	New or Revised	Start Date	Status / Completion Date (completed, in progress, not started)
5: Post-Construction Storm Water Management	5.2 Post-Construction Storm Water Control Program	Develop / implement procedures for site inspection to ensure controls are in place to address runoff; develop guidance document for developers to utilize; maintain and update program, as required; document and maintain records of site inspections, compliance and enforcement; review the overall effectiveness of the ESC-post construction program considering quantifiable improvement in water quality.		July 2009	In progress; At this time HCDD#1 does not possess the ability to create and enforce such an ordinance but a regulatory mechanism has been drafted for the monitoring and regulation of discharges from post-construction sites; a list of structural and non-structural BMPs have been formulated and placed into the working manual for re-construction and new development (lumped with industrial activity manual) but not implemented; Only inspections of the existing drainage infrastructure have been conducted to check for discharges.
6: Pollution Prevention & Good housekeeping for Municipal Operations	Operations and Maintenance Program	Identify and list all municipal operations and industrial activities and locations; develop an employee training program; develop maintenance program for structural BMPs identifying schedules for maintenance and long-term inspection procedures; develop procedures for waste disposal for dredge spoil, accumulated sediment, and floatables; update SWMP through NOC to include description of the Operation and Maintenance Program; implement Operation and Maintenance Program; document and maintain records of Operation and Maintenance Program.			In progress; municipal operations and industrial activities and locations continue to be identified as not all are properly registered; an employee training program has begun and will continue to be fine-tuned through Years 4 and 5; maintenance programs for structural BMPs identifying schedules for maintenance and long-term inspection procedures are also included in draft manual as well as checklists; waste disposal for dredge spoil, accumulated sediment, and floatables coordinated through County Precincts pollution reduction programs; Update to SWMP through NOC to include the ongoing creation and fine-tuning of the Operation and Maintenance Program for Years 4 and 5.

MCM(s)	BMP	Year 3 Milestones	New or Revised	Start Date	Status / Completion Date (completed, in progress, not started)
1: Public Education	1.1 Website	Design and build website, up and running, revise and maintain, incorporate feedback.		August 2009	Completed, and under continuous operation and maintenance.

Table 2 – Measurable Goals Status

MCM(s)	Measurable Goal(s)	Success	Proposed Changes (submit NOC as needed)
1-BMP 1	The measurable goal for implementation of PE/O - BMP 1 is the creation of an Internet website to be maintained and updated monthly or quarterly.	Met goal.	None
1-BMP 2	The measurable goals for implementation of PE/O - BMP 2 are to develop a slogan, and print / distribute promotion items (bumper stickers).	Met goal.	None
1-BMP 3	The measurable goals for the implementation of PE/O - BMP 3 is to design, print, and mail at least one circulation of utility bills and notifications every other year, starting in Year 2.	Did not meet goal.	Proposed NOC to design, print, and mail at least one circulation of utility bills and notifications in Years 4 and 5 for HCDD#1 and City of Mercedes. The departure of the City of Edinburg and the County of Hidalgo changed boundaries and therefore recipients of the printouts.
1-BMP 4	The measurable goals for implementation of PE/O - BMP 4 are the creation of a general educational hotline accessible by the public.	Met goal.	None.
1-BMP 5	The measurable goals for implementation of PE/O - BMP 5 is to determine what issues related to storm water management are pertinent to each	Meeting Goal – Problems identified and continue to be identified but program is yet to be developed.	Propose NOC to create a program for Year 4 and begin full implementation in Year 5.

MCM(s)	Measurable Goal(s)	Success	Proposed Changes (submit NOC as needed)
	group in the community and develop a program to meet their needs.		
1-BMP 6	The measurable goals for implementation of PE/O - BMP 6 is to provide at least one training session per year, starting in Year 2.	Goal met.	None.
2-BMP 1	The measurable goals for implementation of PI/P - BMP 1 is to at least one public meeting per year.	Goal met.	None.
2-BMP 2	The measurable goals for implementation of PI/P - BMP 2 is to at least one Citizen's Advisory Committee on SWMP meeting per year.	Did not meet goal.	Proposed NOC to have at least one CAC meeting per year, starting in Year 4.
3-BMP 1	The measurable goals for implementation of IDD/E - BMP 1 is to finalize the Illicit Discharge Monitoring Program no later than Year 2, to begin inspections of 25% of targeted outfalls with dry weather flows no later than Year 2, and perform quarterly inspections and monitor 100% of targeted outfalls with dry weather flows by the end of Year 5.	Did not meet goal.	Proposed NOC to finalize the Illicit Discharge Monitoring Program no later than Year 4, to begin inspections of 25% of targeted outfalls with dry weather flows no later than Year 5, and perform quarterly inspections and monitor 100% of targeted outfalls with dry weather flows by the end of Year 5.

MCM(s)	Measurable Goal(s)	Success	Proposed Changes (submit NOC as needed)
3-BMP 2	The measurable goals for implementation of IDD/E - BMP 2 is to finalize the Strom Drain System Map no later than Year 5.	Meeting goal.	Proposed NOC to incorporate source information in Year 4.
3-BMP 3	The measurable goals for BMP 3 are the creation of a general educational hotline accessible by the public.	Met goal.	None.
4-BMP 1	The measurable goals for implementation of CSSWRC - BMP 1 is to finalize the Construction Site Monitoring Program no later than Year 2, to begin inspections of 25% of targeted construction sites no later than Year 2, and perform quarterly inspections and monitor 100% of construction sites by the end of Year 5.	Met goal.	None
4-BMP 2	The measurable goals for BMP 2 are the creation of a general educational hotline accessible by the public.	Met goal.	None.
5-BMP 1	The measurable goals for implementation of PC-N/RD - BMP 1 is to develop a regional plan and incorporate effective storm water controls in Year 2.	Did not meet goal.	Proposed NOC to incorporate effective storm water controls in written plan in Year 4, and implement / maintain in Year 5.

MCM(s)	Measurable Goal(s)	Success	Proposed Changes (submit NOC as needed)
5-BMP 2	The measurable goals for implementation of PC-N/RD - BMP 2 is to finalize the Post-Construction Site Monitoring Program no later than Year 3, to begin inspections of 25% of targeted sites no later than Year 3, and perform quarterly inspections and monitor 100% of targeted sites by the end of Year 5.	Meeting goal.	Proposed NOC to document and maintain records of site inspections, compliance and enforcement to begin in Year 4.
6-BMP 1	The measurable goals for implementation of PP/GH - BMP 1 is to finalize the Operation and Maintenance Program no later than Year 3.	Meeting goal – Employee education program and water quality testing started but not all of the municipal operations and industrial activities were identified. Waste disposal protocol has commenced but is not yet streamlined.	Proposed NOC for Year 4 to identify / list all municipal operations and industrial activities and locations, develop / implement employee training program, procedures for waste disposal, and implementation, documentation and maintenance of records.

E. Certification (Hidalgo County Drainage District No. 1)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): _____

Title: _____

Signature: _____

Date: _____

E. Certification (City of Mercedes)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): _____

Title: _____

Signature: _____

Date: _____