

Truck Surplus/Generator/Trucks

DRAINAGE DISTRICT

Date: 04/19/2011
Submitted By: Jaime Salazar, DRAINAGE DISTRICT
Submitted For: Jaime Salazar
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval to surplus the following:

- 1. 1992 FORD F-150 ASSET No. 24296
- 2. 1996 FORD F-150 ASSET No. 29412
- 3. 1996 FORD F-150 ASSET No. 29411

B. Requesting approval to purchase through the Districts membership with HGAC (Caldwell Country Chevrolet Contract No. VE03-06) (3) three 2011 Chevrolet pick-up trucks.

C. Requesting approval to purchase the following through the Districts membership with TASB/BUYBOARD (Holt Cat Contract No. 345-10)

- 1. (1) One Caterpillar D50-6 Generator with Extended Service Coverage Plan
- 2. (1) One Caterpillar D40-6S Generator with Extended Service Coverage Plan

BACKGROUND

Fiscal Impact

Attachments

Link: [HGAC TRUCK QUOTES](#)

Link: [D-50 BUYBOARD GENERATOR QUOTE](#)

Link: [D-40 BUYBOARD GENERATOR QUOTE](#)

Link: [SURPLUS UNITS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/13/2011 04:46 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/14/2011 09:03 AM	APRV
3	Final Approval		04/15/2011 10:01 AM	NEW
Form Started By: Jaime Salazar			Started On: 04/13/2011 04:02 PM	

Final Approval Date: 04/15/2011



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

4/7/2011

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	HIDALGO COUNTY DRAINAGE #1	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	JAIME SALAZAR	Prepared By:	AVERYT KNAPP
Phone:	956-292-7080	Phone:	979-567-6116
Fax:	956-292-7089	Fax:	979-567-0853
Email:	JAIME.SALAZAR@HCDD1.ORG	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A29	Description:	2011 CHEVROLET HD2500 4X4 SILVERADO REG CAB CK20903
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 21,447.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.0LV8 GAS L96	INCL	POWER DOOR LOCKS AU3	229
AIR CONDITION C67	INCL	CRUISE CONTROL K34	INCL
6 SPEED HD AUTOMATIC MW7	1836	FULL RUBBER FLOOR	INCL
ON / OFF TIRES LT245/75R16E	55	40-20-40 SEAT	INCL
LOCKING DIFFERENTIAL G80	236		
TRAILER TOW PACKAGE Z82	188		
POWER WINDOWS & POWER MIRRORS 5B5	792	Subtotal From Additional Sheet(s):	
KEYLESS ENTRY 9U4	170	Subtotal B:	3506

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
OFF ROAD SKID PLATE NZZ	150	HD GRILLE GUARD	440
TRAILER BRAKE CONTROLLER JL1	200	HD REAR STEP BUMPER-RANCH TYPE	375
FLOOR MATS (2) RUBBER	40	Subtotal From Additional Sheet(s):	
		Subtotal C:	1205

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 5%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	603	5YR/100,000 POWERTRAIN GM WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	6YR/100,000 FACTORY RUST PROTECTION WARR	INCL
		Subtotal D:	603

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 26761

Quantity Ordered:	3	X Subtotal of A + B + C + D:	26761	=	Subtotal E:	80283
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F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 60-90 DAYS APPX **H. Total Purchase Price (E+F+G):** 80883



Austin • Bridgeport • Corpus Christi • Dallas/Irving • Edinburg • Ft Worth • Grande Praire • Laredo • Lewisville • Longview • Pflugerville • San Antonio • Sonora • Texarkana • Tyler • Victoria • Waco • Weslaco

(1) Caterpillar Model D50-6 Generator Package & Cat CTG Automatic Transfer Switch

Lane 2 - D50-6 - 60Hz 3PH 240/120v – STANDBY POWER APPLICATION 02 – EMCP3.2 Common Control Panel – 120 – English Language – USA – 60Hz – 1800 RPM – EP-NON RENTAL (enclosed) – PUBLIC OR CIVIL SERVICES – STANDBY POWER – EPA & CARB NON-ROAD CERT/STAT – Stationary app per EPA NSPS – INSIDE US EPA LOCATIONS – NFPA 110 UPGRADE – Voltage Adjust Potentiometer – Local Alarm Horn c/w Mute (std) – Annum 16 Channel & Enclosure 1 – Control Panel Chassis Required – Sound Attenuated Enclosure (a) – UL2200 Listing and CSA Cert – Cat Yellow/Black – Canopied Silencer System – UL Listed Fuel Tank 24Hr (b) – Low Fuel Level Alarm Std – PW Low Fuel Level Alarm Std – Coolant Drain (Std) (WV1) – Coolant Heater – Low Coolant Shutdown Circuit – Low Coolant temp Alarm – Lube Oil Drain (Std) – R250 Self Excitation System – 50% (Std) – 3POLE CB – Single 3 Pole UL Breaker – Lead Acid Battery Dry – Battery Charger-10 Amp NFPA – Mech Non-Adjust Gov – 12v EIM-SR – Factory Test Report - Qty. (1) Caterpillar Model CTG ATS-200A-3Pole-120/240V-3Phase-4Wire-60Hz-Nema 3R Enclosure with Exerciser & Heater Thermostat.

Accessories and On-Site Services Include the Following:

Turnkey Installation of Cat D50-6 Generator. CTG Automatic Transfer Switch, Unloading & Setting of Equipment, Concrete Housekeeping Pad, Terminations, Install Remote Annunciator Panel, Protective Bollards, Electrical Permits, Fill Fuel Tank & Testing.
 Basic Startup, Bldg. Load Transfer Test & Training Performed During Regular Hours of Operation.
 Delivery of the Generator Package & ATS to Site.
 O & M Manuals

Cat List Price.....USD \$46,814.50

**Option (2) Generator
Extended Service Coverage Platinum-5 Yrs.-2,500 Hrs.-\$0 Deductible**

Cat List Price.....USD \$1,439.05

**Option (3) ATS
Extended Service Coverage-5 Yrs.-Unlimited Hrs.-\$0 Deductible**

Cat List Price.....USD \$470.45

BUY BOARD DISCOUNT 5%

Pricing does not include any applicable taxes or services not listed.

**Joey Krafa
HOLT CAT
Rental & Generator Sales Representative
Phone: (956) 279-8483
Fax: (956) 361-9986**

**1320 S. 25th Street • Edinburg, TX 78539 • (956) 279-8483 • Fax (956) 361-9986
www.holtpower.com**



Austin • Bridgeport • Corpus Christi • Dallas/Irving • Edinburg • Ft Worth • Grande Prairie • Laredo • Lewisville • Longview • Pflugerville • San Antonio • Sonora • Texarkana • Tyler • Victoria • Waco • Weslaco

(1) Caterpillar Model D40-6S Generator Package

Lane 2 – D40-6S (Newberry) - 60Hz 1PH 240/120v – STANDBY POWER
 APPLICATION 02 – EMCP3.2 Common Control Panel – 120 – English Language
 – USA – 60Hz – 1800 RPM – EP-NON RENTAL (enclosed) – PUBLIC OR CIVIL
 SERVICES – STANDBY POWER – EPA & CARB NON-ROAD CERT/STAT –
 Stationary app per EPA NSPS – INSIDE US EPA LOCATIONS – NFPA 110
 UPGRADE – Voltage Adjust Potentiometer – Local Alarm Horn c/w Mute (std) –
 Annun 16 Channel & Enclosure 1 – Control Panel Chassis Required – Sound
 Attenuated Enclosure (a) – UL2200 Listing and CSA Cert – Cat Yellow/Black –
 Canopied Silencer System – UL Listed Fuel Tank 24Hr (b) – Low Fuel Level
 Alarm Std – PW Low Fuel Level Alarm Std – Coolant Drain (Std) (WV1) –
 Coolant Heater – Low Coolant Shutdown Circuit – Low Coolant temp Alarm –
 Lube Oil Drain (Std) – R250 Self Excitation System – 50% (Std) – 3POLE CB –
 Single 3 Pole UL Breaker – Lead Acid Battery Dry – Battery Charger-10 Amp
 NFPA – Mech Non-Adjust Gov – 12v EIM-SR – Factory Test Report

Accessories and On-Site Services Include the Following:

Turnkey Installation of Cat D40-6S Generator, Removal of Existing Generator,
 Unloading & Setting of Equipment, Concrete Housekeeping Pad, Terminations,
 Install Remote Annunciator Panel, Protective Bollards, Electrical Permits, Fill
 Fuel Tank & Testing.
 Basic Startup, Bldg. Load Transfer Test & Training Performed During Regular
 Hours of Operation.
 Delivery of the Generator Package & ATS to Site.
 O & M Manuals

Cat List Price.....USD \$33,491.13

**Option (2) Generator
Extended Service Coverage Platinum-5 Yrs.-2,500 Hrs.-\$0 Deductible**

Cat List Price.....USD \$1,439.05

BUY BOARD DISCOUNT 5%
 Pricing does not include any applicable taxes or services not listed.

Joey Krafka
HOLT CAT
Rental & Generator Sales Representative
Phone: (956) 279-8483
Fax: (956) 361-9986

1320 S. 25th Street • Edinburg, TX 78539 • (956) 279-8483 • Fax (956) 361-9986
www.holtpower.com



UNIT No. 16

1992 FORD F-150 ASSET No. 24296

VIN No. 1FTEF14H8NLA64268

MILEAGE: 244,162

COST OF REPAIRS DONE FROM 2006 THRU 2010: \$2972.98

**REPAIRS NEEDED TO THIS UNIT: ENGINE BLOCK, TRANSMISSION REPAIR, AC, FRONT END,
4X4, GASKETS, PLUGS, WIRING AND WATER PUMP**

COST ESTIMATE FOR REPAIRS: \$3600.00 TO \$3800.00

UNIT IS FULLY DEPRECIATED





UNIT No. 25

1996 FORD F-150 ASSET No. 29412

VIN No. 1FTEF14H4TLA78990

MILEAGE: 210,006

COST OF REPAIRS MADE FROM 2006 THRU 2010: \$5687.50

**UNIT NEEDS THE FOLLOWING REPAIRS: TRANSMISSION, ENGINE LIFTERS, BALL JOINTS, TIE
RODS, DRAG LINK, BODY WORK REQUIRED AS WELL AS INTERIOR**

COST ESTIMATE FOR REPAIRS: \$850.00 TO \$2600.00

UNIT IS FULLY DEPRICIATED





UNIT No. 32

1996 FORD F-150 ASSET No. 29411

VIN No. 1FTEF15H8TLA78989

MILEAGE: 184,460

COST OF REPAIRS MADE FROM 2006 THRU 2010: \$5650.69

**UNIT NEEDS THE FOLLOWING REPAIRS: FRONT END, BALL JOINTS, TIRE RODS, IDLE ARM, A/C
COMPRESSOR, ENGINE LIFTERS, 4X4,**

COST ESTIMATE FOR REPAIRS: \$850.00 TO \$2300.00

UNIT IS FULLY DEPRICIATED



AI-26237

5.

DHS 0-9 PH I PR 12D FINAL PAYMENT & RELEASE RETAINAGE PLUS INTEREST DRAINAGE DISTRICT

Date: 04/19/2011
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval of Payment Request to Williams Brothers Construction Company, Inc. for Final Payment and Final release of Retainage plus interest on DHS Segment 0-9 PH I Payment Request No. 12D (2.12 miles).

B. Request approval to process manual checks to Williams Brothers Construction Company, Inc. 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).

BACKGROUND

Fiscal Impact

Attachments

Link: [DHS 0-9 PR 12D FINAL](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/13/2011 01:39 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/14/2011 09:13 AM	APRV
3	Final Approval	Angela Garcia	04/15/2011 10:01 AM	APRV

Form Started By: Minerva Luna

Started On: 04/13/2011 10:36 AM

Final Approval Date: 04/15/2011

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-9 PHASE 1 (2.12 MILES)
WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.
3800 MILAM
HOUSTON, TEXAS 77006

REQUEST FOR FINAL PAYMENT NO. 120

Project Number: 4410-04 2.12 MILES
Date: 11/1/2010

CONTRACT NO. 08-013-07-08
WORK THRU: 10/25/2009 thru 11/01/2010

PROGRESS BILLING WORKSHEET - NO. 1

LEON WRIGHT, PROJECT MANAGER	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	NO.	QTY. +/-	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
								UNIT PRICE +/-	VARIANCE AMOUNT +/-							
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	11,092	\$ 3.00	\$ 33,276.00	2	9,650.04	\$ 3.00	\$ (4,325.88)	9,650.04	0.00	9,650.04	28,950.12	28,950.12	-	-
TEMP EROSION CONTROL (CONST EXFT / ENTN)	2	EA	2	\$ 2,000.00	\$ 4,000.00	15A	0.00	\$ 2,000.00	\$ (4,000.00)	0.00	0.00	0.00	-	-	-	-
EXCAVATE & STOCKPILE EXIST LEVEE EMBANKMENT	3	CY	69,757	\$ 12.20	\$ 741,235.40	2,21	51,258.00	\$ 12.20	\$ (114,667.80)	52,858.59	-1,500.59	51,358.00	644,874.80	626,567.60	(18,307.20)	-
TRENCH EXCAVATION PROTECTION (STRUCTURES)	4	LF	300	\$ 1.00	\$ 300.00			\$ -	\$ -	300.00	0.00	300.00	300.00	300.00	-	-
TEMPORARY SPECIAL SHORING	5	SP	189,200	\$ 1.00	\$ 189,200.00	2	85,004.00	\$ 1.00	\$ (14,186.00)	85,004.00	0.00	85,004.00	85,004.00	85,004.00	-	-
CONC. COLLAR (18 IN)	6	EA	3	\$ 500.00	\$ 1,500.00	2	2.00	\$ 500.00	\$ (500.00)	2.00	0.00	2.00	1,000.00	1,000.00	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, GRATE & LADDER (3 ft x 3 ft)	7	EA	3	\$ 38,000.00	\$ 114,000.00	2	2.00	\$ 38,000.0000	\$ (38,000.00)	2.00	0.00	2.00	76,000.00	76,000.00	-	-
AGGREGATE DRAIN MATERIAL	8	CY	9,169	\$ 40.00	\$ 366,760.00	4,8,211	1,371.0000	\$ 40.00	\$ (31,920.00)	1,406.1323	-35.13	1,371.0000	56,245.29	54,840.00	(1,405.29)	-
PERFORATED UNDERDRAIN PIPE (6 IN) (PVC)	9	LF	11,260	\$ 15.00	\$ 168,900.00	2	9,813.69	\$ 15.00	\$ (21,896.00)	9,813.69	0.00	9,813.69	147,294.00	147,294.00	-	-
RETAINING WALL (CAST-IN-PLACE) (STEEL)	10	CY	7,322	\$ 550.00	\$ 3,975,100.00	3,21	6,321.00	\$ 548.765304	\$ (497,122.01)	6,321.00	-4.00	6,321.00	3,477,177.00	3,474,977.99	(2,199.01)	-
RETAINING WALL (CAST-IN-PLACE) (FOOTING)	11	CY	10,882	\$ 780.00	\$ 8,391,856.00	5,21	9,240.00	\$ 777.697361	\$ (1,146,867.99)	9,240.00	-53.00	9,240.00	7,226,395.20	7,185,092.11	(41,213.19)	-
RETAINING WALL (CAST-IN-PLACE) (KEY)	12	CY	940	\$ 150.00	\$ 141,000.00	3,21	723.00	\$ 149.963325	\$ (32,576.52)	818.00	-95.00	723.00	122,670.00	108,423.48	(14,246.52)	-
PREPARATION RIGHT OF WAY	13	STA	113	\$ 18,000.00	\$ 2,034,000.00	2	98.00	\$ 18,000.0000	\$ (270,000.00)	98.00	0.00	98.00	1,764,000.00	1,764,000.00	-	-
CONCRETE SHOULDER (2 FT x 4 IN)	14	LF	110	\$ 100.00	\$ 11,000.00	2	55.00	\$ 100.00	\$ (5,500.00)	55.00	0.00	55.00	5,500.00	5,500.00	-	-
REMOVE EXIST. GATEWELL (3 FT x 3 FT)	15	EA	3	\$ 4,000.00	\$ 12,000.00	2	2.00	\$ 4,000.00	\$ (4,000.00)	2.00	0.00	2.00	8,000.00	8,000.00	-	-
REMOVE EXIST CONC. HEADWALL (18 IN)	16	EA	1	\$ 600.00	\$ 600.00	2	0.00	\$ 600.00	\$ (600.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXIST CONC. STAND PIPE (48 IN)	17	EA	2	\$ 800.00	\$ 1,600.00			\$ -	\$ -	2.00	0.00	2.00	1,600.00	1,600.00	-	-
REMOVE EXIST CONC. STAND PIPE (54 IN)	18	EA	2	\$ 800.00	\$ 1,600.00			\$ -	\$ -	2.00	0.00	2.00	1,600.00	1,600.00	-	-
REMOVE EXIST CONC. PIPE (18 IN)	19	EA	3	\$ 2,000.00	\$ 6,000.00	2	2.00	\$ 2,000.00	\$ (2,000.00)	2.00	0.00	2.00	4,000.00	4,000.00	-	-
EXCAVATE & REUSE EXIST LEVEE EMBANKMENT CONC. RIP RAP CL-B (SLOPE PROTECTION)	21	CY	34,945	\$ 3.50	\$ 122,307.75	2,21	38,642.00	\$ 9.50	\$ 35,112.00	39,453.02	8,238.98	38,642.00	367,099.50	367,099.50	78,270.01	-
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	22	STA	81	\$ 2,000.00	\$ 162,000.00	2,15A	98.00	\$ 2,000.00	\$ 34,000.00	70.00	28.00	98.00	140,000.00	196,000.00	56,000.00	-
FURNISHING & PLACING TOPSOIL (NEW)	23	STA	33	\$ 2,000.00	\$ 66,000.00	2,15A	0.00	\$ 2,000.00	\$ (66,000.00)	28.00	-28.00	0.00	56,000.00	-	(56,000.00)	-
PLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	24	CY	987	\$ 15.00	\$ 14,805.00	1,5A	831.85	\$ 15.00	\$ (827.28)	831.85	0.00	831.85	13,977.75	13,977.75	-	-
PLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	25	CY	7,993	\$ 35.00	\$ 276,605.00	2,15A	6,186.67	\$ 35.00	\$ (60,771.55)	6,186.67	0.00	6,186.67	216,533.45	216,533.45	-	-
PLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	26	CY	1,020	\$ 35.00	\$ 35,700.00	2,15A	352.38	\$ 35.00	\$ (23,366.70)	352.38	0.00	352.38	12,333.30	12,333.30	-	-
HYDRIC MULCH	27	SV	52,439	\$ 1.00	\$ 52,439.00	2,16	59,465.16	\$ 1.00	\$ (7,026.16)	45,621.93	13,843.23	59,465.16	45,621.93	59,465.16	13,843.23	-
REIN. CONC. PIPE (18 IN) (CL V)	28	LF	348	\$ 50.00	\$ 17,400.00	2	310.00	\$ 50.00	\$ (1,900.00)	310.00	0.00	310.00	15,500.00	15,500.00	-	-
CONSTRUCT STAND PIPE (48 IN)	29	EA	1	\$ 10,000.00	\$ 10,000.00			\$ -	\$ -	1.00	0.00	1.00	10,000.00	10,000.00	-	-
CONSTRUCT STAND PIPE (54 IN)	30	EA	1	\$ 10,000.00	\$ 10,000.00			\$ -	\$ -	1.00	0.00	1.00	10,000.00	10,000.00	-	-
ROLL ROLL (CUT TO PLAN DIMENSIONS)	31	EA	11,160	\$ 25.00	\$ 279,000.00	1	0.00	\$ 25.00	\$ (279,000.00)	0.00	0.00	0.00	-	-	-	-
ROLL ROLL (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS (8 FT)	32	EA	10,424	\$ 55.00	\$ 573,320.00	2,10	9,096.00	\$ 55.00	\$ (73,040.00)	9,096.00	0.00	9,096.00	500,280.00	500,280.00	-	-
INSTALL PER PLANS (20 FT)	33	EA	736	\$ 80.00	\$ 58,880.00	2,10	416.00	\$ 80.00	\$ (25,600.00)	416.00	0.00	416.00	33,280.00	33,280.00	-	-
ROLL ROLL (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS (4 IN X 4 IN X 14 IN S FT)	34	LF	11,876	\$ 80.00	\$ 951,680.00	2,10	9,928.00	\$ 80.00	\$ (157,440.00)	9,928.00	0.00	9,928.00	794,240.00	794,240.00	-	-
ROLL ROLL (INSTALL & WELD CAPS)	35	EA	11,160	\$ 110.00	\$ 1,227,600.00			\$ 110.00	\$ (1,227,600.00)	0.00	0.00	0.00	-	-	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN)	36	EA	23	\$ 2,000.00	\$ 46,000.00	2,15A	20.00	\$ 2,000.00	\$ (6,000.00)	20.00	0.00	20.00	40,000.00	40,000.00	-	-
DEWATERING (0' - 3')	37	LF	647	\$ 50.00	\$ 32,350.00	17	5,080.00	\$ 50.00	\$ 221,650.00	647.00	4,433.00	5,080.00	32,350.00	254,000.00	221,650.00	-
DEWATERING (3' - 6')	38	LF	64	\$ 150.00	\$ 9,600.00			\$ -	\$ -	64.00	0.00	64.00	9,600.00	9,600.00	-	-
SHEET WALL DRAIN MATERIAL	39	SP	0	\$ -	\$ -	4	82,444.00	\$ 1.62	\$ 148,759.28	82,444.00	0.00	82,444.00	148,759.28	148,759.28	-	-
INSTALL 15 INCH RCP	40	LF	0	\$ -	\$ -	8A	100.00	\$ 84.27	\$ 8,427.00	100.00	0.00	100.00	8,427.00	8,427.00	-	-
INSTALL 14 INCH STEEL PIPE	41	LF	0	\$ -	\$ -	8A	90.00	\$ 211.86	\$ 19,067.40	90.00	0.00	90.00	19,067.40	19,067.40	-	-
INSTALL 8 INCH PVC PIPE	42	LF	0	\$ -	\$ -	8A	98.00	\$ 70.81	\$ 6,860.98	98.00	0.00	98.00	6,860.98	6,860.98	-	-
INSTALL 15 INCH PVC PIPE	43	LF	0	\$ -	\$ -	8A	340.00	\$ 84.81	\$ 28,767.40	340.00	0.00	340.00	28,767.40	28,767.40	-	-
REMOVE 15 IN RCP	44	LF	0	\$ -	\$ -	8A	104.00	\$ 15.70	\$ 1,632.80	104.00	0.00	104.00	1,632.80	1,632.80	-	-
REMOVE 14 INCH STEEL PIPE	45	LF	0	\$ -	\$ -	8A	86.00	\$ 23.00	\$ 1,978.00	86.00	0.00	86.00	1,978.00	1,978.00	-	-
REMOVE 8 INCH PVC PIPE	46	LF	0	\$ -	\$ -	8A	108.00	\$ 15.90	\$ 1,717.20	108.00	0.00	108.00	1,717.20	1,717.20	-	-
REMOVE 15 INCH PVC PIPE	47	LF	0	\$ -	\$ -	8A	321.00	\$ 18.90	\$ 6,066.90	321.00	0.00	321.00	6,066.90	6,066.90	-	-
RETENTION OF MOBILIZATION AND CONCRETE COST OF INCREASED RETENTION	LS	0	\$ -	\$ -	\$ -	3	1.00	\$ 1,100,000.00	\$ 1,100,000.00	1.00	0.00	1.00	300,000.00	300,000.00	-	-
													1,100,000.00	1,100,000.00	-	-

ORIGINAL CONTRACT AMOUNT: \$ 20,253,897.40
NET CHANGES BY CHANGE ORDER(S) \$ (2,465,480.58)
TOTAL CONTRACT AMOUNT TO DATE \$ 17,788,416.82

Estimated % Project Completion to Date: 100.00%

LESS RETAINAGE @ 10% \$ 1,778,841.68 \$ 25,756.43
RELEASED RETAINAGE PR #10 \$ 672,612.75 \$ -
RELEASE OF REMAINING RETAINAGE TO DATE \$ 906,228.94 \$ 906,228.94
LESS Previous Requests for Payments \$ 16,650,378.98 \$ -
DEFECTIVE WORK CO NO. 18 \$ (4,064.77) \$ (4,064.77)
DEFECTIVE WORK CO NO. 19 \$ (1,463.37) \$ (1,463.37)

TOTAL AMOUNT DUE THIS REQUEST \$ 1,132,508.70 \$ 1,132,508.70

Contractor: WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.

CERTIFICATION OF CONTRACTOR

According 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 contractor and his subcontractors have complied with all the labor provision of said contract.

Signed: Kandy T Rogers 11-4-10
VICE - PRESIDENT

Instructions: Contractor's Certification No. 2: is to be executed for all requests for payments after the first. Notarize all requests for payments.

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 encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.
CONTRACTOR

DATE: 11-4-10 Randy T Rogers
RANDY ROGERS, VICE - PRESIDENT

State of TEXAS
County of Harris
Subscribed and sworn to on this 11/08/2010 day of November
Patricia Madrid Gloria
Notary Public
My Commission Expires: _____



Engineer: DANNENBAUM ENGINEERING McALLEN-LLC

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.

Hector Bantu
DOS LOGISTICS INSPECTOR
Date: 11/8/10

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.

Richard D. Seitz, P.E.
RICHARD D. SEITZ, P.E.
RESIDENT PROJECT REPRESENTATIVE
Date: 11/08/2010

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.

RENE A. RAMIREZ
CHAIRMAN OF THE BOARD

HIDALGO COUNTY
NOV 18 2010
DRAINAGE DISTRICT #1

REQUEST FOR PAYMENT
DHS SEGMENT 0-9 PHASE I (2.12 MILES)
WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.
3800 MILAM
HOUSTON, TEXAS 77006

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

REQUEST FOR FINAL PAYMENT NO. 12D

Project Number: 4410-04 2.12 MILES
Date: 11/1/2010

CONTRACT NO. 08-013-07-08
WORK THRU: 10/25/2009 thru 11/01/2010

PROGRESS BILLING WORKSHEET - NO. 1

LEON WRIGHT, PROJECT MANAGER	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 +/-							
TEMP EROSION CONTROL (FILTER FABRIC FENCE.)	1	LF	11,092	\$ 3.00	\$ 33,276.00	2	9,650.04	\$ 3.00	\$ (4,325.88)	9,650.04	0.00	9,650.04	28,950.12	28,950.12	-
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	2	\$ 2,000.00	\$ 4,000.00	15A	0.00	\$ 2,000.00	\$ (4,000.00)	0.00	0.00	0.00	-	-	-
EXCAVATE & STOCKPILE EXIST LEVEE EMBANKMENT	3	CY	60,757	\$ 12.20	\$ 741,235.40	2,21	51,358.00	\$ 12.20	\$ (114,667.80)	52,858.59	-1,500.59	51,358.00	644,874.80	626,567.60	(18,307.20)
TRENCH EXCAVATION PROTECTION (STRUCTURES)	4	LF	300	\$ 1.00	\$ 300.00			\$	\$ -	300.00	0.00	300.00	300.00	300.00	-
TEMPORARY SPECIAL SHORING	5	SF	109,200	\$ 1.00	\$ 109,200.00	2	95,004.00	\$ 1.00	\$ (14,196.00)	95,004.00	0.00	95,004.00	95,004.00	95,004.00	-
CONC. COLLAR (8 IN.)	6	EA	3	\$ 500.00	\$ 1,500.00	2	2.00	\$ 500.00	\$ (500.00)	2.00	0.00	2.00	1,000.00	1,000.00	-
CONSTRUCT GATE WELL STRUCTURE W/SLOICE GATE, GRATE & LADDER. (3 ft x 3 ft)	7	EA	3	\$ 38,000.00	\$ 114,000.00	2	2.00	\$ 38,000.00	\$ (38,000.00)	2.00	0.00	2.00	76,000.00	76,000.00	-
AGGREGATE DRAIN MATERIAL	8	CY	9,169	\$ 40.00	\$ 366,760.00	4,8,21	1,371.0000	\$ 40.00	\$ (311,920.00)	1,406,132.3	-35.13	1,371.0000	56,245.29	54,840.00	(1,405.29)
PERFORATED UNDERDRAIN PIPE (6 IN.) (PVC)	9	LF	11,280	\$ 15.00	\$ 169,200.00	2	9,813.60	\$ 15.00	\$ (21,996.00)	9,813.60	0.00	9,813.60	147,204.00	147,204.00	-
RETAINING WALL (CAST-IN-PLACE) (STEM)	10	CY	7,222	\$ 550.00	\$ 3,972,100.00	3,21	6,321.00	\$ 549,751.304	\$ (497,122.01)	6,325.00	-4.00	6,321.00	3,477,177.00	3,474,977.99	(2,199.01)
RETAINING WALL (CAST-IN-PLACE) (FOOTING)	11	CY	10,682	\$ 780.00	\$ 8,331,960.00	5,21	9,240.00	\$ 777,607.361	\$ (1,146,867.99)	9,293.00	-53.00	9,240.00	7,226,305.20	7,185,092.01	(41,213.19)
RETAINING WALL (CAST-IN-PLACE) (KEY)	12	CY	940	\$ 150.00	\$ 141,000.00	3,21	723.00	\$ 149,963.325	\$ (32,576.52)	818.00	-95.00	723.00	122,670.00	108,423.48	(14,246.52)
PREPARATION RIGHT OF WAY	13	STA	113	\$ 18,000.00	\$ 2,034,000.00	2	98.00	\$ 18,000.00	\$ (270,000.00)	98.00	0.00	98.00	1,764,000.00	1,764,000.00	-
CONCRETE SHOULDER (2 FT x 4 IN)	14	LF	110	\$ 100.00	\$ 11,000.00	2	55.00	\$ 100.00	\$ (5,500.00)	55.00	0.00	55.00	5,500.00	5,500.00	-
REMOVE EXIST. GATEWELL (3 FT X 3 FT)	15	EA	3	\$ 4,000.00	\$ 12,000.00	2	2.00	\$ 4,000.00	\$ (4,000.00)	2.00	0.00	2.00	8,000.00	8,000.00	-
REMOVE EXIST CONC. HEADWALL (8 IN)	16	EA	1	\$ 600.00	\$ 600.00	2	0.00	\$ 600.00	\$ (600.00)	0.00	0.00	0.00	-	-	-
REMOVE EXIST CONC. STAND PIPE (48 IN)	17	EA	2	\$ 800.00	\$ 1,600.00			\$	\$ -	2.00	0.00	2.00	1,600.00	1,600.00	-
REMOVE EXIST CONC. STAND PIPE (54 IN)	18	EA	2	\$ 800.00	\$ 1,600.00			\$	\$ -	2.00	0.00	2.00	1,600.00	1,600.00	-
REMOVE EXIST CONC. PIPE (18 IN)	19	EA	3	\$ 2,000.00	\$ 6,000.00	2	2.00	\$ 2,000.00	\$ (2,000.00)	2.00	0.00	2.00	4,000.00	4,000.00	-
EXCAVATE & REUSE EXIST. LEVEE EMBANKMENT CONC. RIP RAP CL-B (SLOPE PROTECTION)	20	CY	34,946	\$ 9.50	\$ 331,987.00	2,21	38,642.00	\$ 9.50	\$ 35,112.00	30,403.02	8,238.98	38,642.00	288,828.69	367,099.00	78,270.31
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	21	CY	118	\$ 400.00	\$ 47,200.00	2,15A	121.93	\$ 400.00	\$ 1,572.00	69.00	52.93	121.93	27,600.00	48,772.00	21,172.00
FURNISHING & PLACING TOPSOIL (NEW)	22	STA	81	\$ 2,000.00	\$ 162,000.00	2,15A	98.00	\$ 2,000.00	\$ 34,000.00	70.00	28.00	98.00	140,000.00	196,000.00	56,000.00
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	23	STA	33	\$ 2,000.00	\$ 66,000.00	2,15A	0.00	\$ 2,000.00	\$ (66,000.00)	28.00	-28.00	0.00	56,000.00	-	(56,000.00)
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	24	CY	987	\$ 15.00	\$ 14,805.00	15A	931.85	\$ 15.00	\$ (827.25)	931.85	0.00	931.85	13,977.75	13,977.75	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	25	CY	7,903	\$ 35.00	\$ 276,605.00	2,15A	6,186.67	\$ 35.00	\$ (60,071.55)	6,186.67	0.00	6,186.67	216,533.45	216,533.45	-
HYDRO MULCH	26	CY	1,820	\$ 35.00	\$ 63,700.00	2,15A	352.38	\$ 35.00	\$ (23,366.70)	352.38	0.00	352.38	12,333.30	12,333.30	-
REINFC CONC. PIPE (18 IN) (CL V)	27	SF	52,439	\$ 1.00	\$ 52,439.00	2,16	59,465.16	\$ 1.00	\$ 7,026.16	45,621.93	13,843.23	59,465.16	45,621.93	59,465.16	13,843.23
CONSTRUCT STAND PIPE (48 IN)	28	LF	348	\$ 50.00	\$ 17,400.00	2	310.00	\$ 50.00	\$ (1,900.00)	310.00	0.00	310.00	15,500.00	15,500.00	-
CONSTRUCT STAND PIPE (54 IN)	29	EA	1	\$ 10,000.00	\$ 10,000.00			\$	\$ -	1.00	0.00	1.00	10,000.00	10,000.00	-
BOLLARD (CUT TO PLAN DIMENSIONS)	30	EA	1	\$ 10,000.00	\$ 10,000.00			\$	\$ -	1.00	0.00	1.00	10,000.00	10,000.00	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (8 FT)	31	EA	11,160	\$ 25.00	\$ 279,000.00	1	0.00	\$ 25.00	\$ (279,000.00)	0.00	0.00	0.00	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT)	32	EA	10,424	\$ 55.00	\$ 573,320.00	2,10	9,096.00	\$ 55.00	\$ (73,040.00)	9,096.00	0.00	9,096.00	500,280.00	500,280.00	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	33	EA	736	\$ 80.00	\$ 58,880.00	2,10	416.00	\$ 80.00	\$ (25,600.00)	416.00	0.00	416.00	33,280.00	33,280.00	-
BOLLARD (INSTALL & WELD CAPS)	34	LF	11,896	\$ 80.00	\$ 951,680.00	2,10	9,928.00	\$ 80.00	\$ (157,440.00)	9,928.00	0.00	9,928.00	794,240.00	794,240.00	-
FLAP GATES W/ WALL PIPE & TEE (6 IN.)	35	EA	23	\$ 2,000.00	\$ 46,000.00	2,15A	20.00	\$ 2,000.00	\$ (6,000.00)	20.00	0.00	20.00	40,000.00	40,000.00	-
DEWATERING (0' - 3')	36	LF	647	\$ 50.00	\$ 32,350.00	17	5,080.00	\$ 50.00	\$ 221,650.00	647.00	4,433.00	5,080.00	32,350.00	254,000.00	221,650.00
DEWATERING (3' - 6')	37	LF	64	\$ 150.00	\$ 9,600.00			\$	\$ -	64.00	0.00	64.00	9,600.00	9,600.00	-
SHEET WALL DRAIN MATERIAL	38	SF	0	\$ -	\$ -	4	92,444.00	\$ 1.62	\$ 149,759.28	92,444.00	0.00	92,444.00	149,759.28	149,759.28	-
INSTALL 15 INCH RCP	39	LF	0	\$ -	\$ -	8A	100.00	\$ 84.27	\$ 8,427.00	100.00	0.00	100.00	8,427.00	8,427.00	-
INSTALL 14 INCH STEEL PIPE	40	LF	0	\$ -	\$ -	8A	90.00	\$ 211.86	\$ 19,067.40	90.00	0.00	90.00	19,067.40	19,067.40	-
INSTALL 8 INCH PVC PIPE	41	LF	0	\$ -	\$ -	8A	98.00	\$ 70.01	\$ 6,860.98	98.00	0.00	98.00	6,860.98	6,860.98	-
INSTALL 15 INCH PVC PIPE	42	LF	0	\$ -	\$ -	8A	340.00	\$ 84.61	\$ 28,767.40	340.00	0.00	340.00	28,767.40	28,767.40	-
REMOVE 15 IN RCP	43	LF	0	\$ -	\$ -	8A	104.00	\$ 15.70	\$ 1,632.80	104.00	0.00	104.00	1,632.80	1,632.80	-
REMOVE 14 INCH STEEL PIPE	44	LF	0	\$ -	\$ -	8A	86.00	\$ 23.00	\$ 1,978.00	86.00	0.00	86.00	1,978.00	1,978.00	-
REMOVE 8 INCH PVC PIPE	45	LF	0	\$ -	\$ -	8A	108.00	\$ 15.90	\$ 1,717.20	108.00	0.00	108.00	1,717.20	1,717.20	-
REMOVE 15 INCH PVC PIPE	46	LF	0	\$ -	\$ -	8A	321.00	\$ 18.90	\$ 6,066.90	321.00	0.00	321.00	6,066.90	6,066.90	-
RETENTION OF MOBILIZATION AND CONCRETE COST OF INCREASED REINFORCING	47	LS	0	\$ -	\$ -	1	1.00	\$ 300,000.00	\$ 300,000.00	1.00	0.00	1.00	300,000.00	300,000.00	-
		LS	0	\$ -	\$ -	3	1.00	\$ 1,100,000.00	\$ 1,100,000.00	1.00	0.00	1.00	1,100,000.00	1,100,000.00	-

ORIGINAL CONTRACT AMOUNT: \$ 20,253,897.40
NET CHANGES BY CHANGE ORDER(S) \$ (2,465,480.58)
TOTAL CONTRACT AMOUNT TO DATE \$ 17,788,416.82

Estimated % Project Completion to Date: 100.00%

LESS RETAINAGE @ 10% \$ 1,778,841.69 \$ 25,756.43
RELEASED RETAINAGE PR #10 \$ 872,612.75 \$ -
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DEFECTIVE WORK CO NO. 19 \$ (1,463.37) \$ (1,463.37)

TOTAL AMOUNT DUE THIS REQUEST \$ 1,132,508.70 \$ 1,132,508.70

HIDALGO COUNTY

NOV 18 2010

DRAINAGE DISTRICT #1

AI-26200

6.

**Santa Cruz Dist
DRAINAGE DISTRICT**

Date: 04/19/2011

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Interlocal Cooperation Agreement Between Santa Cruz Irrigation District #15 and Hidalgo County Drainage District #1; as it relates to their facilities.

BACKGROUND

Fiscal Impact

Attachments

Link: [Interlocal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/12/2011 08:49 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/14/2011 03:54 PM	APRV
3	Final Approval		04/15/2011 10:01 AM	NEW

Form Started By: Sylvia Sanchez

Started On: 04/08/2011 04:25 PM

Final Approval Date: 04/15/2011

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SANTA CRUZ IRRIGATION DISTRICT NUMBER 15
AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

THIS Agreement is made on this the 22 day of March, 2011 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "the District" and SANTA CRUZ IRRIGATION DISTRICT NUMBER 15 hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Irrigation District has rights and interests in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas, some of which are more particularly described in Exhibit "A" (the "Irrigation Facilities" or "Irrigation Facility");

WHEREAS, Irrigation District has rights and interests in property consisting of drainage facilities and land immediately adjacent to such drainage facilities (the "Ditches") which are located adjacent to or relatively near the Irrigation Facilities for the purpose of drainage, the description of which is attached hereto as Exhibit "B";

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

WHEREAS, the majority of the drainage water that enters into the Ditches originates from Hidalgo County;

WHEREAS, Irrigation District and the District desire that Hidalgo County and Irrigation District jointly use the Ditches, that District maintain and improve all of the Ditches and that Irrigation District will later convey to the District the Ditches for drainage purposes;

WHEREAS, Irrigation District desires to grant a non-exclusive easement to the District in, over and across the Irrigation Facilities to the extent it is reasonably necessary to access the Ditches for the maintenance, operation, expansion or repair of the Ditches (the "Easement");

WHEREAS, District to maintain and operate the Ditches in order for the Ditches to adequately serve the drainage needs of Hidalgo County;

WHEREAS, Irrigation District will benefit from the improvements to the Ditches and District's maintenance and operation thereof; and

WHEREAS, Irrigation District has determined it would be in the best interest of residents of Hidalgo County for District to expand, repair, maintain and operate the Ditches described above.

NOW, THEREFORE, District and Santa Cruz Irrigation District, Number 15 in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Santa Cruz Irrigation District Number 15 grants District a non-exclusive easement to jointly use the Ditches for the purpose of expansion, repair, maintenance or operation of the Ditches and Irrigation District shall execute the Easement attached hereto as Exhibit C within ten (10) days of the date of this Agreement. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.
2. Within six months of the date of this Agreement, Irrigation District, will, at the sole expense of District begin to obtain surveys of the Irrigation Facilities and the Ditches in order to secure metes and bounds descriptions of both the Irrigation Facilities and Ditches. District will have a period of five (5) years to complete such surveys and legal descriptions.
3. Irrigation District, during such five (5) year period described in numbered paragraph 2, upon presentation by District of surveyed metes and bound descriptions of various phases of the Ditches shall grant, sell, transfer and convey to District the Ditches and shall execute for each such phase of the Ditches so surveyed and described a quitclaim deed to District in substantially the form attached hereto as Exhibit D-1 and a Transfer of Easement in substantially the form attached hereto as Exhibit D-2. Such quitclaim and transfer of easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.
4. Irrigation District shall attempt to locate and find persons with knowledge of each phase of the surveyed metes and bounds description of the Ditches presented by Santa Cruz Irrigation District's open, notorious and continuous use of the Ditches for an uninterrupted period of at least ten (10) years and shall use its best efforts to cause such persons with knowledge to execute affidavits in substantially the form of the affidavit attached hereto as Exhibit "E" (the "Affidavit") for each of the Ditches. Irrigation District shall use its best efforts to have the Affidavit executed and present same to District within ten (10) days following the date of presentment of the request for Affidavit by District.
5. Irrigation District will execute the document substantially in the form attached hereto as Exhibit "F" conveying an easement to District for access to, construction, maintenance, repair and operation of the Ditches and drainage facilities within ten (10) days following the date of presentment of same by District. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

6. Irrigation District further agrees, that on or after the date of this Agreement, it will not transfer or convey any rights to or in any Irrigation Facilities (as specifically limited and defined herein) adjacent to Ditches not previously transferred to District to any party without first offering, in writing, the Irrigation Facility to District at the same cost and under the same terms as in the offer presented to Irrigation District. District shall have thirty (30) days to determine whether District desires to accept or reject such offer. If District does not respond to the offer by Irrigation District in this numbered paragraph 6 within thirty (30) days of receipt, then Irrigation District may transfer such Irrigation Facility offered to District without any claim by District to such Irrigation Facility. Provided, however, the rights granted in this Paragraph 6 are subject to Irrigation District's policy of offering surplus property first to adjoining property owners. In the event no adjoining property owner elects to purchase such Irrigation Facilities then in that event, Irrigation District would be required to offer such Irrigation Facilities to District prior to any other (non-adjacent) party.
7. The acquisition of additional right of way for the expansion of any of the Ditches will be the sole responsibility and cost of District.
8. District shall allow connections of any agricultural use field drain or agricultural sub soil drain to the Ditches provided that such field drain or agricultural or sub soil drain is draining agricultural lands and no significant part of any such land is used for any non agricultural use. It shall not be necessary for the owner of any such field drain or sub soil drain to file an application with District for such use. As used herein "agricultural use" would include the homestead and equipment storage facility for the owner of the land. Upon any subdivision of any such agricultural use property, applicable subdivision regulations at the time of such subdivision with respect to the continued availability of the use of such drains or the requirement of new drains for any such subdivisions must be followed.
9. The design for the improvements and expansion of the Ditches will be the sole responsibility and cost of District.
10. District shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance and operation of the Ditches conveyed by Irrigation District to District.
11. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
12. **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.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by both parties, and not otherwise.
14. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. 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. Section 271.903.
15. **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.
16. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Hidalgo County Drainage District No. 1
Attention: Chairman
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Irrigation District: Santa Cruz Irrigation District Number 15
Attention: Board of Directors
2812 Farm Road
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.

17. **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.
18. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
19. **Assignment.** This Agreement shall not be assignable provided, however, Hidalgo County may assign this Agreement to Hidalgo County Drainage District No. 1 and/or its successors.
20. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
21. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
22. **Authority to Execute.** The execution and performance of this Agreement by District and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of District and Irrigation District in accordance with its terms.
23. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

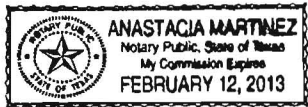
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

HIDALGO COUNTY

By: _____
Ramon Garcia, District Chairman

**SANTA CRUZ IRRIGATION DISTRICT
NUMBER 15**



By: John Miller
John Miller, Manager

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

EXHIBIT "B"

All drainage facilities and land immediately adjacent land thereto, other than Irrigation Facilities, (as described on Exhibit A) whether held by fee or easement, by Santa Cruz Irrigation District Number 15 located in the following described two areas in Hidalgo County:

EXHIBIT "C"

STATE OF TEXAS §

COUNTY OF HIDALGO § EASEMENT

That Santa Cruz Irrigation District Number 15 for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Hidalgo County, the receipt of which is hereby acknowledged and confessed, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto the said Hidalgo County, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tracts of land situated in Hidalgo County, Texas, described as follows, to wit:

Those drainage facilities and land immediately adjacent to such drainage facilities which are located adjacent to relatively near Santa Cruz Irrigation District Number 15's irrigation facilities within two tract of land in Santa Cruz Irrigation District Number 15 such two tracts of land being more particularly described on Exhibit A and attached hereto for al purposes.

See Exhibit A incorporated herein at this point for all purposes.

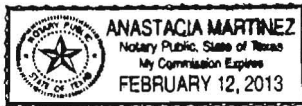
FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NECESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT SUCH USE AND CONTRACT SHALL NOT INCLUDE THE BERM AREAS TO BE ESTABLISHED BY HIDALGO CUNTY.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO HIDALGO COUNTY, ITS SUCCESSORS OR ASSIGNS; THIS EASEMENT BEING CONDITIONED, HOWEVER, THAT THE TITLE IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LAND SHALL BE AND REMAIN VESTED IN THE PRESENT OWNERS, THEIR HEIRS OR ASSIGNS, WITHOUT, HOWEVER, ANY RIGHT WHATEVER REMAINING TO SANTA CRUZ IRRIGATION DISTRICT NUMBER 15 OF INGRESS AND EGRESS TO OR FROM THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING, DRILLING, DEVELOPING OR MINING OF THE SAME.

WITNESS our hands this the 22 day of March, 2011.

SANTA CRUZ IRRIGATION DISTRICT NUMBER 15



BY:

John Miller
John Miller, Manager

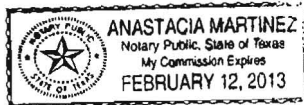
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared John R. Miller known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the 22 day of March, 2011.



Anastacia Martinez
Notary Public State of Texas

Exhibit D-1

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

QUITCLAIM

Date: March 22, 2011

Grantor: Santa Cruz Irrigation District Number 15

Grantor=s Mailing Address: 2812 Farm Road
Edinburg, Texas 78539

Grantee:

Grantee=s Mailing Address: Hidalgo County
1615 S. Closner, Suite J
Edinburg, Hidalgo County, Texas 78539

Consideration: Good and valuable consideration

Property (including any improvements): Those tracts of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Provided, however, in partial consideration for the conveyance herein granted by Grantor to Grantee, Grantee, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto Grantor, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across any property adjacent to the Property now owned or later acquired by Grantee, its successors or assigns, by any means including, but not limited to, purchase, threat of condemnation or by condemnation.

Reservations from Conveyance:

For Grantor and Grantor=s successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor=s successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of Grantor=s irrigation facilities, including but NOT limited to a canal and/or

an underground irrigation water conduit and related appurtenances over, under and across the Property.

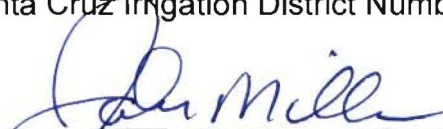
For the Consideration, Grantor quitclaims to Grantee all of Grantor=s right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee=s, successors, and assigns forever. Neither Grantor nor Grantor=s, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

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

Santa Cruz Irrigation District Number 15

By:



John Miller, Manager

Acceptance:

Grantee hereby accepts the foregoing conveyance subject to the reservations herein set forth and agreed to be bound by the terms and conditions herein.

Hidalgo County Drainage District No. 1

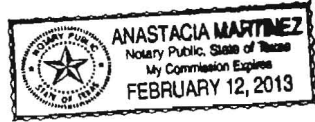
By: _____

Godfrey Garza

Its: District Manager

This instrument was acknowledged before me on 22 day of March, 2011 by of Santa Cruz Irrigation District Number 15, in the capacity stated therein.

Anastacia Martinez



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on ___ day of _____, 2011 by of Hidalgo County Drainage District No. 1, in the capacity stated therein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hidalgo County Judge's Office
1615 S. Closner, Suite J
Edinburg, Texas 78539

Exhibit D-2

TRANSFER OF EASEMENTS

Date:

March 22, 2011

Holder of Easements ("Holder"): Santa Cruz Irrigation District Number 15

Holder=s Mailing Address: Board of Directors
2812 Farm Road
Edinburg, Texas 78539

Transferee: Hidalgo County

Transferee's Mailing Address: Hidalgo County Judge's Office
1615 S. Closner, Suite J
Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder within the property described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Consideration: Good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder sells, transfers, conveys and quitclaims to Transferee, all of Holder's right, title and interests in the Easements effective as of the Date stated above.

Transferee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Holder in the event of discovery of any defects of any kind, latent or patent. Transferee acknowledges and agrees that Holder has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) HOLDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) HOLDER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED

Consideration: Good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder sells, transfers, conveys and quitclaims to Transferee, all of Holder's right, title and interests in the Easements effective as of the Date stated above.

Transferee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Holder in the event of discovery of any defects of any kind, latent or patent. Transferee acknowledges and agrees that Holder has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) HOLDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) HOLDER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Santa Cruz Irrigation District Number 15

By: 

John Miller, Manager

ACCEPTED:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia
Chairman Board of Directors

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

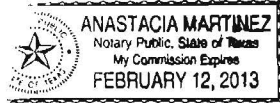
§

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 22, 2011
by John R. Miller, of Santa Cruz Irrigation District Number 15, in the
capacity therein stated.



Anastacia Martinez

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2011
by _____, of Hidalgo County Drainage District No. 1, in the
capacity therein stated.

Notary Public, State of Texas