



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 19, 2015
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held at the Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations
6. **AI -49574** 2013 Bond Series:
Approval of Offer Acceptance for parcel #24 in relation to J-09 drainage improvement project.
7. **AI -49682** BOND SERIES
Requesting approval to accept bids and approval to award Construction Contract in the amount of \$196,404.00 to lowest bidder meeting all specified requirements for RFB No. HCDD1-15-007-04-29B "Pct. 1 - Delta West Rural Development Drainage Improvements Project". PEGA JPS Utilities, LLC.
8. **AI -49692** A. Requesting approval of proposed plans for State Highway SH 364 (La Homa Rd.) between SH 495 (Mile 1) to FM 1924 (Mile 3).
B. Requesting approval of proposed plans for State Highway Improvement FM 1925 (Monte Cristo Rd) from 0.13 Mi. East of Kenyon Rd. to 0.21 Mi. East of FM 907 (Alamo Rd.)
C. Requesting approval of proposed plans for State Highway Improvement for U.S. 83 from 0.85 Mi. E. of FM 886 (El Faro Rd) to 0.28

Mi. W. of Showers Rd.

9. **AI -49657** Reapprove an order authorizing the purchase and acquisition of certain personal property and the financing thereof; approving certain installment purchase terms under the authority of Section 271.001 et seq., Local Government Code and Section 56.242, Texas Water Code; authorizing a maximum loan in the principal amount of four hundred six thousand nine hundred eighty dollars (\$406,980) payable from available funds from Hidalgo County Drainage District No. 1, subject to annual appropriation; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; and approving other matters incident thereto.

10. **AI -49708** A. Request approval to issue manual payment after review and audit procedures are complete:
 1. Application for Payment No. 2-Final in the amount of \$71,170.85 from Rojas Construction & Paving for Construction Contract No. HCDD1-13-021-04-29B. Project Engineer: R. Gutierrez Engineering, Corp.
 2. Request approval of Certificate of Substantial Completion for Construction Contract No. HCDD1-13-021-04-29B-FM 495 Drain-Wisconsin Road Crossing. Project Engineer: R. Gutierrez Engineering, Corp.
 3. Application for Payment No. 1 in the amount of \$136,860.84 from Rojas Construction & Paving for Construction Contract No. HCDD1-14-011-04-029-Pct.4 North Seminary Road. Project Engineer: Alfonso Quintanilla.

11. **AI -49719** Request approval of an Agreement between the District and First southwest, LLC, for Continuing Disclosure Services. First Southwest will assist the District with continuing disclosure obligations to the investing public as set forth by the provisions of the Securities and Exchange Commission Rule 15c2-12. Pending review from Legal.

12. **AI -49594** Pursuant to the current Letter of Engagement with The Lee Law Firm, acceptance of report to the original work assignment as specified in the original Letter of Engagement for the provision of "Professional Legal Services-Review and report-Agreement between Hidalgo County Drainage District No.1 and Integ Corporation".

13. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or Potential Litigation

14. Open Session:

A. Real Estate Acquisition

B. Pending and/or Potential Litigation

15. Closed Session:

Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

16. Open Session:

Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

17. Adjourn

AI -49574

6.

DRAINAGE DISTRICT

Meeting Date: 05/19/2015

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series:

Approval of Offer Acceptance for parcel #24 in relation to J-09 drainage improvement project.

BACKGROUND

Fiscal Impact

Attachments

LETTER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/05/2015 10:55 AM
Final Approval	Monica Badillo	05/15/2015 04:33 PM
Form Started By: ssanchez		Started On: 05/05/2015 10:42 AM
Final Approval Date: 05/15/2015		



P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

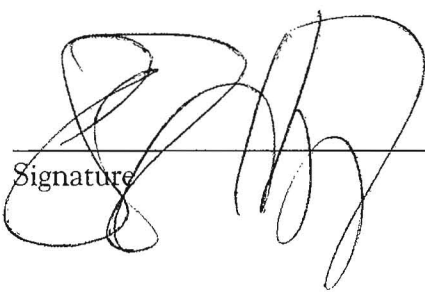
J-09 Drainage District Improvement Project
Parcel # 24
Property Owner: Suzanne Herzing

Hidalgo County Drainage District No. 1
Offer Amount:

4.775 acres at \$14,500.00 per acre **\$69,238.00**

Total offer amount: \$69,238.00

I accept the offer and would like to begin the sale and closing process
 I do not accept the counter offer; the amount requested is _____.



Signature

03-23-15

Date

AI -49682

7.

DRAINAGE DISTRICT

Meeting Date: 05/19/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

BOND SERIES

Requesting approval to accept bids and approval to award Construction Contract in the amount of \$196,404.00 to lowest bidder meeting all specified requirements for RFB No. HCDD1-15-007-04-29B "Pct. 1 - Delta West Rural Development Drainage Improvements Project". PEGA JPS Utilities, LLC.

BACKGROUND

Fiscal Impact

Attachments

Pct. 1 Delta West Bid Tab

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 02:03 PM
Final Approval	Monica Badillo	05/15/2015 04:33 PM
Form Started By: Jaime Salazar		Started On: 05/14/2015 10:45 AM
Final Approval Date: 05/15/2015		



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

May 05, 2015

Honorable Commissioner A.C. Cuellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave., Suite 101
Weslaco, Texas 78599

RE: Hidalgo County Drainage District No. 1
Pct. 1 – Delta West Rural Development Drainage Improvements Project
RFB No.: HCDD1-15-007-04-29B

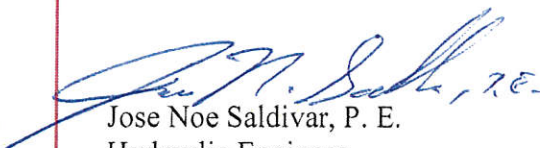
Dear Commissioner Cuellar;

Bids were received and opened for Hidalgo County Precinct No. 1 – Delta West Rural Development Drainage Improvements Project; RFB No: HCDD1-15-007-04-29B on April 29, 2015. A total of eight bids were received with PEGA JPS UTILITIES, LLC being the low bidder with the selected alternate for the project. Attached is a copy of the bid tabulation for your review.

This project consists of the construction of a new storm grading system with proposed inlets, manholes, headwalls, roadside ditch, traffic control and 18", 24", 30", 36 and 42" storm drain pipe. PEGA JPS UTILITIES, LLC has performed satisfactory work within Hidalgo County. We recommend awarding the project to PEGA JPS UTILITIES, LLC for the Base Bid and replacing the concrete storm sewer pipe in the Base Bid with Alternate No. 1 for a total amount of \$196,404.00.

If you have any questions or require further information, please feel free to contact us at your convenience.

Respectfully,
HIDALGO COUNTY DRAINAGE DISTRICT No. 1


Jose Noe Saldivar, P. E.
Hydraulic Engineer

C: Raul E. Sesin, PE, CFM, District General Manager

Attachments: Bid Comparison

BID COMPARISON													
HIDALGO COUNTY DRAINAGE DISTRICT No. 1													
Hidalgo County Precinct No. 1 - Delta West Rural Development Drainage Improvements Project													
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total	RDH SITE & CONCRETE LLC	MOR-WIL, LLC	THE 5125 COMPANY	DKIII HORNBACK ENTERPRISES	ROJAS COMST & PAVING LLC	DIAMOND EIGHT INDUSTRIES	G.O. UNDERGROUND	
1	2" H/MAC TYPE "D"	2,920	SF	\$ 3.00	\$ 8,760.00	\$ 2.60	\$ 7,592.00	\$ 7.00	\$ 20,540.00	\$ 1.20	\$ 3,504.00	\$ 3.35	\$ 9,776.00
2	PRIME COAT (MC-30) (62 GAL)	2,920	SF	\$ 1.00	\$ 2,920.00	\$ 1.90	\$ 5,548.00	\$ 1.00	\$ 2,920.00	\$ 1.26	\$ 3,679.20	\$ 1.00	\$ 2,920.00
3	1/8" COMPACTED CALICHE BASE	2,723	SF	\$ 3.00	\$ 8,169.00	\$ 1.84	\$ 5,010.32	\$ 3.00	\$ 8,169.00	\$ 6.96	\$ 18,952.08	\$ 2.06	\$ 5,609.38
4	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,480.00	\$ 4,480.00	\$ 12,700.00	\$ 12,700.00
5	18" REINFORCED CONCRETE PIPE RUBBER GASKET C/J/H	169	LF	\$ 39.00	\$ 6,591.00	\$ 51.00	\$ 8,619.00	\$ 45.00	\$ 7,605.00	\$ 49.93	\$ 8,438.17	\$ 42.30	\$ 7,148.70
6	24" REINFORCED CONCRETE PIPE RUBBER GASKET C/J/H	303	LF	\$ 45.00	\$ 13,635.00	\$ 68.40	\$ 20,836.11	\$ 55.00	\$ 16,665.00	\$ 66.40	\$ 20,119.20	\$ 43.00	\$ 13,129.00
7	30" REINFORCED CONCRETE PIPE RUBBER GASKET C/J/H	407	LF	\$ 70.00	\$ 28,490.00	\$ 74.00	\$ 30,118.00	\$ 70.00	\$ 28,490.00	\$ 97.50	\$ 39,802.50	\$ 68.00	\$ 27,678.00
8	36" REINFORCED CONCRETE PIPE RUBBER GASKET C/J/H	579	LF	\$ 65.00	\$ 37,635.00	\$ 94.00	\$ 54,426.00	\$ 200.00	\$ 115,800.00	\$ 139.85	\$ 80,597.38	\$ 120.00	\$ 69,480.00
9	42" REINFORCED CONCRETE PIPE RUBBER GASKET C/J/H	376	LF	\$ 110.00	\$ 41,360.00	\$ 113.00	\$ 42,468.00	\$ 200.00	\$ 75,200.00	\$ 139.85	\$ 52,597.38	\$ 120.00	\$ 45,120.00
10	STORM TRENCH BEDDING & BACKFILL AS PER DETAIL	1,624	LF	\$ 2.00	\$ 3,248.00	\$ 7.80	\$ 12,691.20	\$ 2.00	\$ 3,248.00	\$ 8.02	\$ 13,073.60	\$ 55.00	\$ 89,880.00
11	TRENCH EXCAVATION PROTECTION	1,624	LF	\$ 1.00	\$ 1,624.00	\$ 1.50	\$ 2,436.00	\$ 2.00	\$ 3,248.00	\$ 2.40	\$ 3,905.60	\$ 10.02	\$ 16,432.48
12	MANHOLES	2	EA	\$ 2,850.00	\$ 5,700.00	\$ 6,000.00	\$ 12,000.00	\$ 7,000.00	\$ 14,000.00	\$ 3,750.00	\$ 7,500.00	\$ 4,700.00	\$ 9,400.00
13	TYPE "C-C" INLET	0	EA	\$ 3,200.00	\$ 0.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,977.00	\$ 3,954.00	\$ 4,200.00	\$ 8,400.00
14	CONCRETE HEADWALL FOR 42" PIPE WITH CONCRETE RIP-RAP	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 3,600.00	\$ 1,150.00	\$ 1,150.00	\$ 25,000.00	\$ 25,000.00
15	SAFETY END TREATMENT FOR 18" PIPE	6	EA	\$ 1,200.00	\$ 7,200.00	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00	\$ 1,291.50	\$ 7,749.00	\$ 860.00	\$ 5,160.00
16	REGRADE ROADSIDE DITCH	1,739	LF	\$ 3.00	\$ 5,217.00	\$ 2.00	\$ 3,478.00	\$ 1.00	\$ 1,739.00	\$ 2.35	\$ 4,076.65	\$ 11.81	\$ 20,537.59
17	TRAFFIC CONTROL	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,920.00	\$ 4,920.00	\$ 13,500.00	\$ 13,500.00
	ADD ALTERNATE #1 BID - HP PIPE				\$ 215,179.00		\$ 271,475.59		\$ 277,777.77		\$ 286,679.69		\$ 299,899.10
1	2" H/MAC TYPE "D"	2,920	SF	\$ 3.00	\$ 8,760.00	\$ 2.60	\$ 7,592.00	\$ 7.00	\$ 20,540.00	\$ 1.20	\$ 3,504.00	\$ 3.35	\$ 9,776.00
2	PRIME COAT (MC-30) (62 GAL)	2,920	SF	\$ 1.00	\$ 2,920.00	\$ 1.90	\$ 5,548.00	\$ 1.00	\$ 2,920.00	\$ 1.26	\$ 3,679.20	\$ 1.00	\$ 2,920.00
3	1/8" COMPACTED CALICHE BASE	2,723	SF	\$ 3.00	\$ 8,169.00	\$ 1.84	\$ 5,010.32	\$ 3.00	\$ 8,169.00	\$ 6.96	\$ 18,952.08	\$ 2.06	\$ 5,609.38
4	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,480.00	\$ 4,480.00	\$ 12,700.00	\$ 12,700.00
5	18" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	169	LF	\$ 30.00	\$ 5,070.00	\$ 42.00	\$ 7,098.00	\$ 36.00	\$ 6,084.00	\$ 40.53	\$ 6,849.57	\$ 38.00	\$ 6,404.00
6	24" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	303	LF	\$ 38.00	\$ 11,514.00	\$ 59.00	\$ 17,877.00	\$ 49.00	\$ 14,921.00	\$ 57.85	\$ 17,526.05	\$ 44.00	\$ 13,332.00
7	30" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	407	LF	\$ 60.00	\$ 24,420.00	\$ 65.00	\$ 26,455.00	\$ 60.00	\$ 24,030.00	\$ 77.83	\$ 31,679.81	\$ 68.00	\$ 27,696.00
8	36" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	579	LF	\$ 70.00	\$ 40,530.00	\$ 70.00	\$ 40,530.00	\$ 61.00	\$ 35,319.00	\$ 80.47	\$ 46,382.13	\$ 70.00	\$ 40,530.00
9	42" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	376	LF	\$ 90.00	\$ 33,840.00	\$ 83.00	\$ 31,288.00	\$ 176.00	\$ 66,176.00	\$ 110.87	\$ 41,611.92	\$ 91.00	\$ 34,218.00
10	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	1,624	LF	\$ 5.00	\$ 8,120.00	\$ 7.80	\$ 12,691.20	\$ 2.50	\$ 4,060.00	\$ 12.81	\$ 20,811.64	\$ 62.46	\$ 102,173.04
11	TRENCH EXCAVATION PROTECTION	1,624	LF	\$ 1.00	\$ 1,624.00	\$ 1.50	\$ 2,436.00	\$ 2.00	\$ 3,248.00	\$ 2.40	\$ 3,905.60	\$ 10.02	\$ 16,432.48
12	MANHOLES	2	EA	\$ 2,850.00	\$ 5,700.00	\$ 6,000.00	\$ 12,000.00	\$ 7,000.00	\$ 14,000.00	\$ 3,750.00	\$ 7,500.00	\$ 4,700.00	\$ 9,400.00
13	TYPE "C-C" INLET	0	EA	\$ 3,200.00	\$ 0.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,977.00	\$ 3,954.00	\$ 4,200.00	\$ 8,400.00
14	CONCRETE HEADWALL FOR 42" PIPE WITH CONCRETE RIP-RAP	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 3,600.00	\$ 1,150.00	\$ 1,150.00	\$ 25,000.00	\$ 25,000.00
15	SAFETY END TREATMENT FOR 18" PIPE	6	EA	\$ 1,200.00	\$ 7,200.00	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00	\$ 1,291.50	\$ 7,749.00	\$ 860.00	\$ 5,160.00
16	REGRADE ROADSIDE DITCH	1,739	LF	\$ 3.00	\$ 5,217.00	\$ 2.00	\$ 3,478.00	\$ 1.00	\$ 1,739.00	\$ 2.35	\$ 4,076.65	\$ 11.81	\$ 20,537.59
	TOTAL				\$ 215,179.00		\$ 271,475.59		\$ 277,777.77		\$ 286,679.69		\$ 299,899.10

AI -49692

8.

DRAINAGE DISTRICT

Meeting Date: 05/19/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of proposed plans for State Highway SH 364 (La Homa Rd.) between SH 495 (Mile 1) to FM 1924 (Mile 3).

B. Requesting approval of proposed plans for State Highway Improvement FM 1925 (Monte Cristo Rd) from 0.13 Mi. East of Kenyon Rd. to 0.21 Mi. East of FM 907 (Alamo Rd.)

C. Requesting approval of proposed plans for State Highway Improvement for U.S. 83 from 0.85 Mi. E. of FM 886 (El Faro Rd) to 0.28 Mi. W. of Showers Rd.

BACKGROUND

Fiscal Impact

Attachments

LA JOYA

1925

SH364

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 02:26 PM
Final Approval	Monica Badillo	05/15/2015 04:33 PM
Form Started By: Jaime Salazar		Started On: 05/14/2015 02:05 PM
Final Approval Date: 05/15/2015		

STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

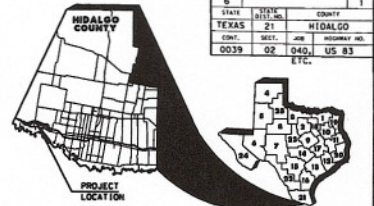
FEDERAL AID PROJECT:
CSJ# 0039-02-040, ETC.

CSJ# 0039-02-040 = 36,235.04 FT. = 6.8627 MI.	ROADWAY: 32,176.04 FT. = 6.0939 MI. BRIDGE: 4,059.00 FT. = 0.7688 MI.	
CSJ# 0039-17-131 = 12,122.54 FT. = 2.2959 MI.	ROADWAY: 11,522.54 FT. = 2.1823 MI. BRIDGE: 600.00 FT. = 0.1136 MI.	
NET LENGTH OF PROJECT = 48,357.58 FT. = 9.1590 MI.		
ROADWAY: 43,698.58 FT. = 8.2760 MI. BRIDGE: 4,659.00 FT. = 0.8820 MI.		
TOTAL: 48,357.58 FT. = 9.1590 MI.		

HIDALGO COUNTY US 83

LIMITS FROM 0.85 MI E. OF FM 886 (EL FARO RD.)
TO 0.28 MI W. OF SHOWERS RD.

CONSTRUCTION OF A NON-EXISTING RURAL HIGHWAY FACILITY & STORM DRAINAGE SYSTEM CONSISTING OF: GRADING, LIME TREAT. SUBGRADE, FLEXIBLE BASE, ASPHALTIC CONCRETE PAVEMENT, BRIDGE STRUCTURES, CURB & GUTTER, DRAINAGE STRUCTURES, TRAFFIC SIGNALS, SIGNING, PAVEMENT MARKINGS, SIDEWALKS & WHEELCHAIR RAMPS.



STATE	COUNTY
TX	HIDALGO
SECTION	RANGE
0039	02
040	US 83

INDEX OF SHEETS

SEE SHEET NO. 2
FOR DETAILED INDEX

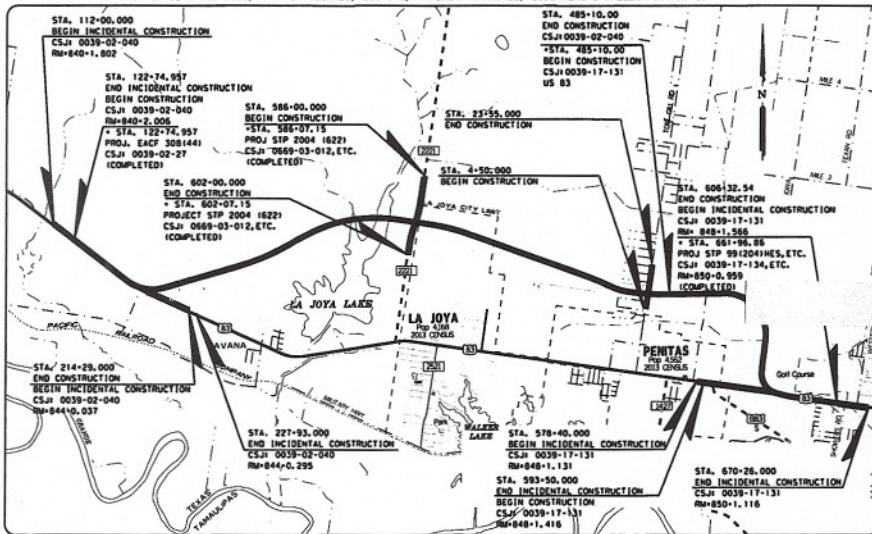
FINAL PLAN DATA :

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

CHANGE ORDERS & SUPP. AGREEMENTS :

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

RENE GARZA, P.E.
AREA ENGINEER



LOCAL ENTITIES	
CITY OF LA JOYA CONCURRENCE:	DATE: _____
NAME: _____	TITLE: _____
CITY OF PINTAS CONCURRENCE:	DATE: _____
NAME: _____	TITLE: _____
COUNTY OF HIDALGO CONCURRENCE:	DATE: _____
NAME: _____	TITLE: _____
HIDALGO COUNTY IRRIGATION DIST. # 54 CONCURRENCE:	DATE: _____
NAME: _____	TITLE: _____
HIDALGO COUNTY IRRIGATION DIST. # 164 CONCURRENCE:	DATE: _____
NAME: _____	TITLE: _____
HIDALGO COUNTY DRAINAGE DIST. # 1 CONCURRENCE:	DATE: _____
NAME: _____	TITLE: _____



SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012)

PROJECT DATA - US 83

DESIGN SPEED: _____
 (MAINLINES) = 70 MPH
 (CONNECTORS) = 55 MPH

A. D. T.
 YEAR - 2015 = 11,600
 YEAR - 2035 = 17,000

EXCEPTIONS: NONE
 EQUATIONS: NONE
 RAILROAD CROSSING: NONE

REGISTERED ACCESSIBILITY SPECIALIST (RAS)
INSPECTION REQUIRED TDLR NO. EARBJR

TEXAS DEPARTMENT OF TRANSPORTATION

RECOMMEND FOR LETTING: SUBMITTED FOR LETTING:

DISTRICT ENGINEER: _____ AREA ENGINEER: _____

APPROVED FOR LETTING: APPROVED FOR LETTING:

DIRECTOR OF T.P. & DEVELOPMENT DIRECTOR, DESIGN DIVISION

US 83 CSJ: 0039-02-040, ETC.

FILE: \\p03070199\11_30_15\38_040_83_003902040_GENERAL\US83L_00111111.dwg

HIDALGO COUNTY PROJECT NO. _____
 COUNTY ACTING LETTING DATE _____
 DATE ACCEPTED _____

EPIMENIO GONZALEZ, P.E. DATE _____

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FM 1925 (MONTE CRISTO RD.) 1803-02-028

COUNTY: HIDALGO PROJ. NO. _____
 HWY. NO. FM 1925 LETTING DATE _____
 DATE ACCEPTED _____

INDEX DATA
 SHEET ON PAGE 2

FINAL PLAN DATA :

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

**CHANGE ORDERS AND
 SUPPLEMENTAL AGREEMENTS:**

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

RENE GARZA, P.E. AREA ENGINEER DATE: _____

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

STATE OF TEXAS
 DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
 STATE HIGHWAY IMPROVEMENT

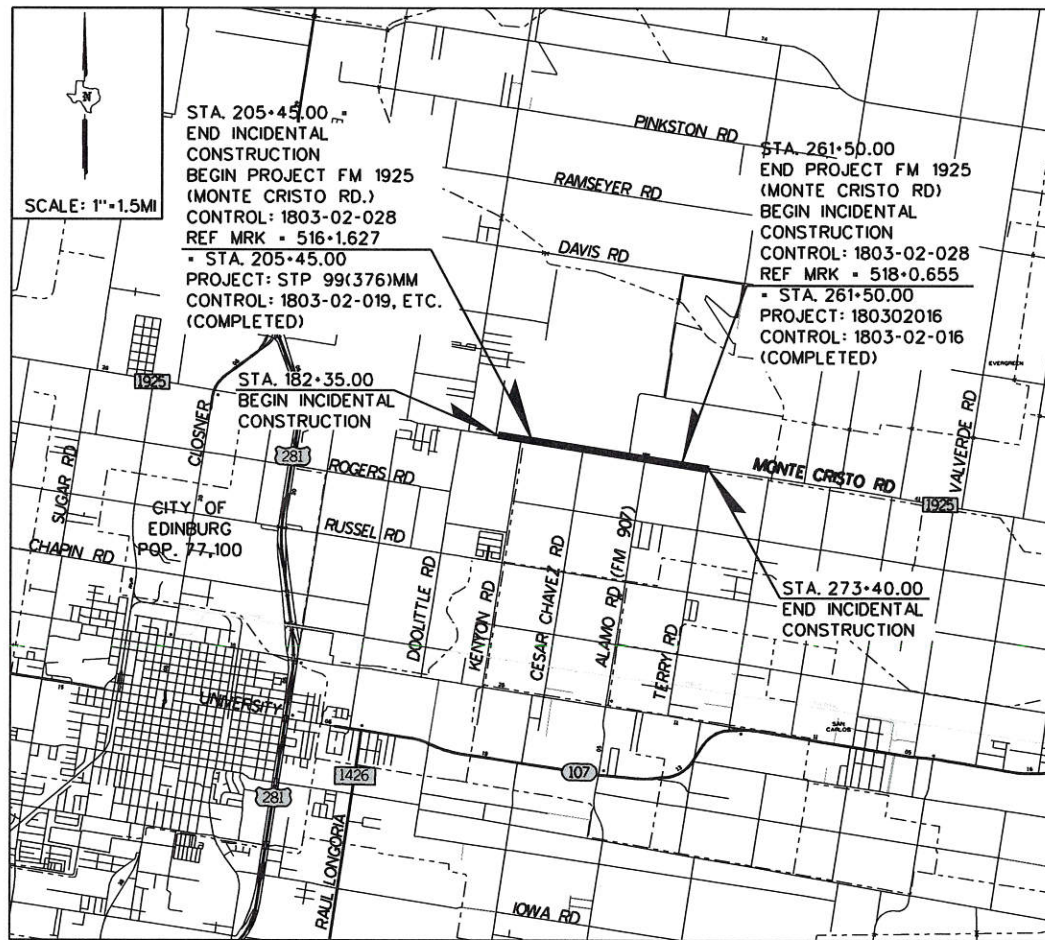
FEDERAL AID PROJECT:
 CSJ: 1803-02-028 - 5,605.00 FT. - 1.06 MI.
 INCIDENTAL CONSTRUCTION - 3,500.00 FT. - 0.66 MI.
 NET LENGTH OF PROJECT - 9,105.00 FT. - 1.72 MI.

HIDALGO COUNTY

FM 1925 (MONTE CRISTO RD)

LIMITS: FROM 0.13 MI. EAST OF KENYON RD. TO 0.21 MI. EAST OF FM 907 (ALAMO RD)

RECONSTRUCTION AND WIDENING OF A NON-FREEWAY FACILITY
 CONSISTING OF GRADING, CEMENT TREATED SUBGRADE, LIME TREATED FLEXIBLE BASE, STRUCTURES
 ASPHALTIC CONCRETE PAVEMENT, SIGNING, DELINEATION, AND PAVEMENT MARKINGS.



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**FM 1925 PROJECT DATA
 (CSJ: 1803-02-028)**

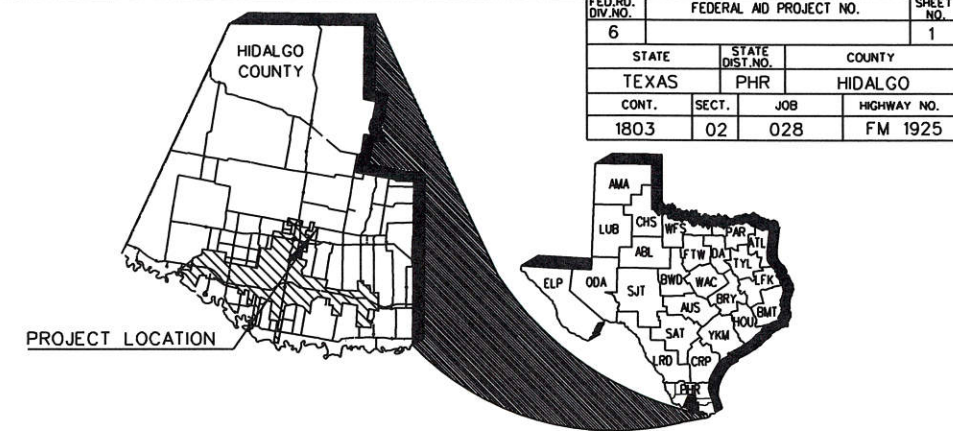
DESIGN SPEED: FM 1925: 50 mph FUNCTION CLASS: FM 1925: PRINCIPAL ARTERIAL

EXCEPTIONS: NONE BRIDGE: NONE

RAILROAD CROSSINGS: NONE ADT: FM 1925: 14,300 (2014) 19,500 (2034)

EQUATIONS: NONE

TDLR INSPECTION IS NOT REQUIRED



LOCAL ENTITIES

HIDALGO COUNTY CONCURRENCE : DATE : _____

NAME: _____ TITLE: _____

HIDALGO CO. DRAINAGE DIST. NO. 1 CONCURRENCE : DATE : _____

NAME: _____ TITLE: _____

L&G Engineering

Highway / Civil
 Structural / Bridge
 Environmental
 Firm No. : F-4105

2100 W. Expressway 83
 Mercedes, TX. 78570
 Phone : (956) 565-9813
 Fax : (956) 565-9018

900 S. Stewart Rd., Ste. 10
 Mission, TX. 78572
 Phone : (956) 585-1909
 Fax : (956) 585-1927

STATE OF TEXAS
 CHRISTOPHER R. RODRIGUEZ
 107692
 LICENSED PROFESSIONAL ENGINEER
 04/29/2015

© 2015 Texas Department of Transportation

APPROVED FOR LETTING : _____

RECOMMENDED FOR LETTING : _____

DISTRICT ENGINEER

SUBMITTED FOR LETTING : _____

RMA/LG PROJECT COORDINATOR

DIRECTOR, BRIDGE DIVISION

APPROVED FOR LETTING : _____

DIRECTOR, TRAFFIC OPERATIONS DIVISION

APPROVED FOR LETTING : _____

DIRECTOR, DESIGN DIVISION

STATE OF TEXAS

DEPARTMENT OF TRANSPORTATION

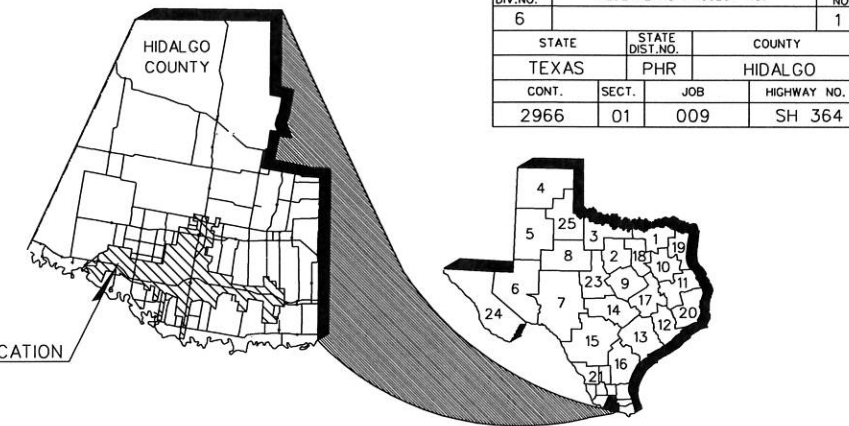
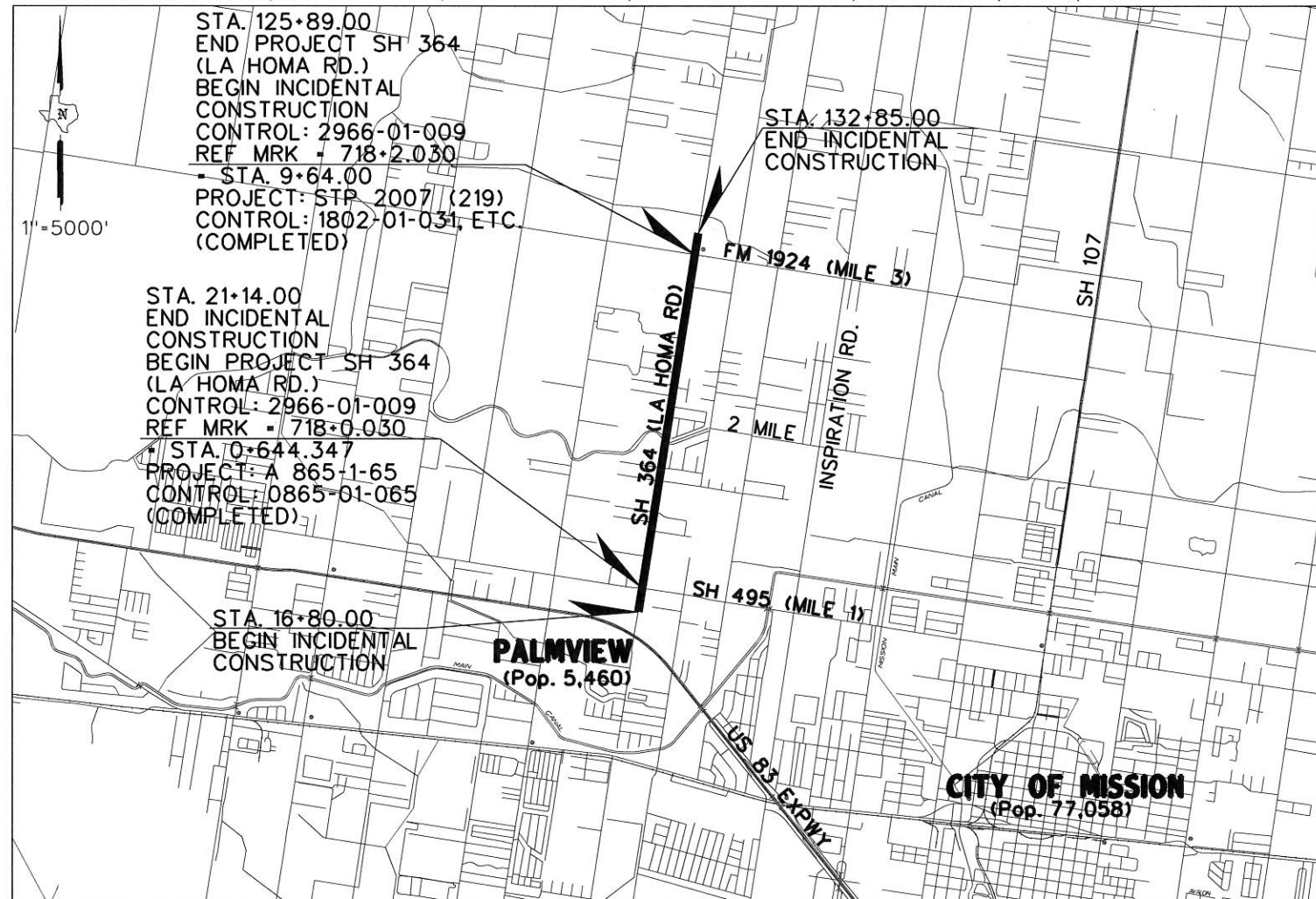
PLANS OF PROPOSED STATE HIGHWAY

FEDERAL AID PROJECT NO:
HIDALGO COUNTY
SH 364 (LA HOMA RD.)

CSJ: 2966-01-009 - 10,475.00 FT. - 1.984 MI.
 INCIDENTAL CONSTRUCTION - 1,130 FT. - 0.214 MI.
 NET LENGTH OF PROJECT - 11,605 FT. - 2.198 MI.

LIMITS : FROM SH 495 (MILE 1)
 TO FM 1924 (MILE 3)

RECONSTRUCT AN EXISTING ROADWAY TO A 4 LANE DIVIDED URBAN FACILITY CONSISTING OF GRADING, LIME TREATED SUBGRADE, FLEXIBLE BASE, ASPH. CONC. PAV., CURB AND GUTTER, DRAINAGE STRUCTURES, STORM SEWER, SIGNING, AND STRIPING.



INDEX OF SHEETS
SEE SHEET NO 2

FINAL PLAN DATA :

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

CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS:

SH 364 (LA HOMA RD.) 2966-01-009

K:\Counties\HID\SH364-LaHomaRd\GENERAL\Title Sheet\title.dgn

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

RENE GARZA, P.E.
AREA ENGINEER

DATE: _____

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED.

TDLR No. EABPRJ _____

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

PROJECT DATA

DESIGN SPEED: 45 mph	FUNCTION CLASS: MINOR ARTERIAL
EXCEPTIONS: NONE	BRIDGE NONE
RAILROAD CROSSINGS: NONE	ADT 2010 15,310 2030 22,710
EQUATIONS: NONE	

LOCAL ENTITIES

COUNTY OF HIDALGO	CONCURRENCE :	DATE :
<input type="text"/>	<input type="text"/>	<input type="text"/>
NAME	TITLE	
HIDALGO CO. IRRIGATION DIST. NO. 6	CONCURRENCE :	DATE :
<input type="text"/>	<input type="text"/>	<input type="text"/>
NAME	TITLE	
HIDALGO COUNTY DRAINAGE DIST. NO. 1	CONCURRENCE :	DATE :
<input type="text"/>	<input type="text"/>	<input type="text"/>
NAME	TITLE	

L & G Engineering

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105

900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

<p>© 2015</p>	APPROVED FOR LETTING :	<input type="text"/>
	DIRECTOR, BRIDGE DIVISION	
	RECOMMENDED FOR LETTING :	<input type="text"/>
	APPROVED FOR LETTING :	
DISTRICT ENGINEER		<input type="text"/>
SUBMITTED FOR LETTING :		<input type="text"/>
APPROVED FOR LETTING :		<input type="text"/>
RMA/LG PROJECT MANAGEMENT COORDINATOR		DIRECTOR, DESIGN DIVISION

AI -49657

9.

DRAINAGE DISTRICT

Meeting Date: 05/19/2015

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Reapprove an order authorizing the purchase and acquisition of certain personal property and the financing thereof; approving certain installment purchase terms under the authority of Section 271.001 et seq., Local Government Code and Section 56.242, Texas Water Code; authorizing a maximum loan in the principal amount of four hundred six thousand nine hundred eighty dollars (\$406,980) payable from available funds from Hidalgo County Drainage District No. 1, subject to annual appropriation; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; and approving other matters incident thereto.

BACKGROUND

Fiscal Impact

Attachments

Order - Plains

Order - Plains

Form Review

Inbox

Reviewed By

Date

Budget & Management

Veronica Ortiz

05/13/2015 11:52 AM

Final Approval

Monica Badillo

05/15/2015 04:33 PM

Form Started By: Lora Briones

Started On: 05/13/2015 11:32 AM

Final Approval Date: 05/15/2015

ORDER NO. _____

AN ORDER AUTHORIZING THE PURCHASE AND ACQUISITION OF CERTAIN PERSONAL PROPERTY AND THE FINANCING THEREOF; APPROVING CERTAIN INSTALLMENT PURCHASE TERMS UNDER THE AUTHORITY OF SECTION 271.001 ET SEQ., LOCAL GOVERNMENT CODE AND SECTION 56.242, TEXAS WATER CODE; AUTHORIZING A MAXIMUM LOAN IN THE PRINCIPAL AMOUNT OF FOUR HUNDRED SIX THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$406,980) PAYABLE FROM AVAILABLE FUNDS FROM HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, SUBJECT TO ANNUAL APPROPRIATION; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AND APPROVING OTHER MATTERS INCIDENT THERETO.

ARTICLE I

FINDINGS AND DETERMINATIONS

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

- (a) The County of Hidalgo Drainage District No. 1 (the "District") is authorized by the Public Property Finance Act, Local Government Code, Section 271.001, et seq., Vernon's Texas Civil Statutes, as amended, and Section 56.242, Texas Water Code (the "Acts"), to purchase, acquire or use certain personal property and finance its purchase thereof as necessary for the efficient and economic operation of the District.
- (b) The Commissioners Court, as the governing board of the District (the "Board"), desires to enter a purchase and financing agreement under the authority of the Acts to acquire personal property under terms considered appropriate by the Board and to authorize a maximum of Four Hundred Six Thousand Nine Hundred Eighty Dollars (\$406,980) for such acquisition.
- (c) The Vendor or Vendors, as hereinafter defined, (i) have submitted bids to the District to provide the personal property at the purchase prices as described in Attachment "A" attached hereto (the "Equipment"), or (ii) will submit bids to provide the Equipment under a procurement procedure in accordance with state law.
- (d) In recognition and consideration of Vendor's or Vendors' offers to supply the Equipment, the Board has awarded or will subsequently award (or authorized its staff to award) certain contracts to Vendor or Vendors, all as set out in Attachment "A".
- (e) The District has arranged for the financing of the purchase price of the Equipment through Plains Capital Bank, McAllen, Texas (the "Bank") to allow for the purchase plan.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

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

Acceptance Certificate. A Certificate of District, in substantially the form set forth in Attachment "B" hereto, by which District accepts delivery of the Equipment from Vendor(s) and authorizes Bank or District's Purchasing Department to disburse funds for payment of the purchase price of said Equipment.

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

Additional Payments. Those payments required to be made by District representing advances by Bank, if any, upon failure by the District, if any, for repairs or maintenance costs of the Equipment and insurance thereon, under the terms hereof.

Agreement. This agreement.

Authorized Officer. In the case of District, the Board's Presiding Officer, and when used in reference to an act or document of Bank, means any person authorized to perform the act or sign the document on behalf of Bank.

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

Bank. Plains Capital Bank, 7201 N. 10th Street, McAllen, Texas 78504.

District. Hidalgo County Drainage District No. 1.

Closing. The date of delivery of all executed documents related to this Agreement.

Commencement Date. The later of the date of the adoption of the Order or the delivery of proceeds from Bank's loan.

Depository. A commercial bank or other qualified financial institution eligible and qualified to serve as the custodian of the District's monetary accounts and funds.

Equipment Acquisition Account. An account on the books and records of the District so designated and established by District to account for disbursement of loan proceeds from Bank for purchase of the Equipment.

Equipment Purchase Agreement. Each of the purchase agreements between District and the Vendor(s) of the Equipment.

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

Governing Body. The governing board of the District, the Commissioners Court of the County of Hidalgo, Texas.

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

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

Purchase Price. The purchase price for Equipment.

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

Vendor or Vendors. The vendor of the Equipment, to include the manufacturer or seller of the Equipment.

ARTICLE III

Acquisition of Equipment; Conditions Precedent.

3.1. District has ordered or shall order the Equipment pursuant to one or more Equipment Purchase Agreements from one or more Vendors in compliance with the competitive procurement procedures authorized under state law. The District shall certify that it has fully complied with the legal procurement process.

3.2. The obligation of Bank to fund the loan or to pay or provide other consideration for the loan evidenced by the Note; or to advance a deposit the loan proceeds to the District's Equipment Acquisition Account, is strictly subject to the receipt by Bank of certain documents and the satisfaction of the certain conditions, as follows, all of which shall be satisfactory in form and substance to Bank:

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

(ii) District shall have accepted the Equipment by delivery to Bank of an Acceptance Certificate in the form of Attachment "B", whereupon the item of

Equipment shall immediately become subject to and governed by the provisions of this Agreement and the term of the applicable Schedule;

(iii) There shall exist no Event of Default (as defined in Article VI hereof) under this Agreement, or any condition, event or act which with notice or lapse of time, or both, would become an Event of Default thereunder which has not been remedied or waived;

(iv) There shall exist no material adverse change in the financial condition of District;

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

(vi) Evidence of insurance as required under section 8.7 hereof;

(vii) A first priority security interest granted to Bank on the Equipment to secure payment of the Note and the obligations thereunder and an executed and filed UCC-1 for the financed Equipment;

(viii) To the extent permissible, assignment to Bank of all warranties on the Equipment;

(ix) Financial information and such other documents, instruments, certifications or other items as may be reasonably required by Bank

3.3. Upon satisfactory tender of all documents and conditions set out in section 3.2,

Bank shall deliver to District the funds to provide the Purchase Price for the Equipment in the applicable Schedule, and District shall promptly pay the Purchase Price for the Equipment and all related costs, all in accordance with the provisions of this Agreement and the applicable Schedule, and have and hold the Equipment for the term of the Note; subject to the terms and conditions hereof. District hereby acknowledges and agrees that Bank shall retain a perfected first priority security interest in the Equipment in accordance with this Agreement.

Alternatively, Bank may, at closing, deliver the purchase price to the Vendor(s).

ARTICLE IV

TERMS OF THE AGREEMENT

4.1. Amount, Purpose and Authorization. This Agreement is adopted by the District under and pursuant to the authority of, and in conformity with, section 271.001 et seq, Local Government Code, in the total authorized aggregate principal amount of FOUR HUNDRED SIX THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$406,980.00) to finance the acquisition price of the Equipment to be used by the District and to pay for costs of issuance of the Agreement.

4.2. Designation and Dated Date. This Agreement shall be designated as the "County of Hidalgo Drainage District No. 1, Texas Note, Series 2014 and shall be dated February __, 2014 (the "Agreement"). The Note shall bear interest at the rate set forth in Section 4.4 of this Order. Any Schedule executed and incorporating the terms hereunder for the installment purchase of any Equipment shall make reference to this Agreement.

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

4.4. Interest Rate. The Interest Rate is a fixed rate equal to _____ percent (_____, fixed.

4.5. Terms of Payment. Principal and accrued interest shall be due and payable on _____, _____ and _____, on which final date, all principal and interest then outstanding shall be due and payable in full. The District may prepay all or any part of the principal of the Agreement before maturity without penalty, and interest shall immediately cease to accrue on any amount so prepaid.

4.6. Payments to Be Unconditional. The obligations of District to make the Payments and Additional Payments and fees due hereunder, as well as to perform and observe all other covenants hereunder, shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense for any reason, including without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between District and Bank, any Vendor or any other person, District shall make all Payments when due and shall not withhold any Payments pending final resolution of such dispute, nor shall District assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement.

ARTICLE V

SECURITY FOR THE AGREEMENT; USE OF PROCEEDS

5.1. Equipment Purchase Agreement Account.

(a) A special fund entitled "Hidalgo County Drainage District No. 1 Equipment Purchase Agreement, Series 2014 Account (the "Equipment Purchase Account") is hereby created and shall be established and maintained by the District on its books of account. The Equipment Purchase Account shall be used to pay the interest on and principal of the Note.

(b) As security for the payment of all of District's obligations under this Agreement, District shall assign to Bank a first priority perfected security interest in the Equipment and a pledge of the funds in the Equipment Purchase Account. District also hereby grants to Bank, as security for all of the obligations of District hereunder, a security interest in any and all of District's right, title and interest in and to this Agreement, the Equipment, all additions, attachments, accessions, substitutions and replacements thereto, and Payments due or to become due hereunder, and any and all proceeds thereof, including without limitation proceeds from warranty payments, the proceeds of insurance thereon and any amounts of loan proceeds on deposit in the Equipment Acquisition Account, and all investments and proceeds thereof. District agrees to execute and deliver all documents, instruments and financing statements necessary or appropriate to perfect or maintain the security interest granted hereby. At the request of Bank, District will keep and maintain a conspicuous marking or tag on the Equipment indicating that a security interest therein is held by Bank. It is the intention of the parties hereto that the relationship between such parties created herein is that Bank be the equivalent of a secured party under Article 9 of the Texas Business and Commerce Code (the "UCC") as in effect from time to time and that District be the equivalent of a debtor under such Article 9. To that end, the parties hereto agree that this Agreement shall be governed by Article 9 as if such Article 9 were applicable hereto and that Bank and District have the rights and obligations of a secured party and debtor, respectively, under such Article 9 of the UCC.

5.2. No Debt Created. This Agreement shall not constitute a debt or liability obligation of the State of Texas or a general obligation of the District or any political subdivision of the State of Texas, or a pledge of the faith and credit or taxing power of the State of Texas, or District, or any political subdivision of the State, but shall be a special obligation payable solely from the Available Funds subject to the provisions hereof. Available Funds of the District include funds received by the District for its operation and maintenance, but excludes funds received by the District for the payment of debt service is bonds and other long-term obligations. Further, under the provisions of the statutory authority under which the Agreement is issued, the District's obligation hereunder is subject to annual appropriation.

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

ARTICLE VI

DEFAULT AND NON-APPROPRIATION

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

6.2. Remedies on Non-appropriation.

(a) Upon non-appropriation on one or more Schedules hereunder, this Agreement shall terminate at the end of the fiscal year for which sufficient funds have been appropriated, and the District shall immediately, upon the expiration of the said fiscal year, surrender possession and control of all Equipment acquired under any Schedule hereunder. The District shall provide the Bank written notice of such non-appropriation and non-availability within 72 hours following action by the Commissioners Court of the District which constitutes failure to appropriate funds sufficient to pay the Payments during the succeeding Fiscal Year.

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

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

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

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

(b) Failure by District to observe and perform any covenant, condition or agreement on its part to be observed or performed by it hereunder, other than as referred to in subsection (a) of this section, and such failure is not cured within twenty (20) calendar days after written notice thereof is provided to District by Bank; or

(c) Any material statement, representation, or warranty made by District in this Agreement or in any writing ever delivered by District pursuant to or in connection with this Agreement or a Schedule hereunder, is false, misleading or erroneous in any material respect.

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

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

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

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

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

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

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

ARTICLE VII

PREPAYMENT; PURCHASE.

7.1. Purchase Rights. District shall be entitled to full title and all ownership interests in the Equipment identified in a particular Schedule, and Bank's security interest therein shall be terminated:

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

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

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

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

ARTICLE VIII

RESPONSIBILITIES OF DISTRICT; COVENANTS

8.1. Care and Use of Equipment. District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and at its sole cost and expense, service, repair and maintain the Equipment so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or is unfit for use. Any and all such additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the term "Equipment" as used in this Agreement or in any Schedule hereunder. If requested by Bank, District shall enter into or cause to be entered into, and maintained in full force and effect during the term of this Agreement, standard maintenance contracts satisfactory to Bank covering the

Equipment and shall comply with all its obligations thereunder. District shall furnish evidence to Bank of such signed maintenance agreement at or prior to the date of this Agreement and the payment of all charges and premiums therefor. Substitute maintenance may be used if necessary and if first approved by Bank in writing. Upon the early termination of this Agreement pursuant to section 6.1 or 6.4, District shall return the Equipment at its sole expense to Bank at a place designated by Bank in the same condition as originally received, ordinary wear and tear excepted, and in a condition which will permit Bank to be eligible for such standard maintenance contract without incurring any expense to repair or rehabilitate the Equipment.

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

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

8.4. Taxes. During the term of the Agreement, District agrees to pay when due any and all taxes, if any, relating to the Equipment and District's obligations hereunder, including but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licenses and charges imposed on the ownership, possession or use of the Equipment by any governmental body or agency, together with any interest and penalties, whether the taxes assessed are assessed against Bank or District, other than taxes on or measured by the net income of Bank.

8.5. Alterations. Without the prior written consent of Bank, which consent shall not be unreasonably withheld, District shall not make any alterations, modifications or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment and at Bank's request, District at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

8.6. Transportation and Installation Charges. District shall be responsible for all charges relating to the transportation of the Equipment to District's location and the installation at such location. Upon default by District hereunder, Bank may at its option either prepay such charges and invoice District or forward invoices to District as they are received and District shall remit payment within ten (10) days upon District's receipt of same as Additional Payments

8.7. Insurance. District shall maintain or cause to be maintained (a) casualty insurance naming Bank and its assigns as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Bank, in an amount at least equal to the Purchase Price of the Equipment and with such deductibles as Bank may require in its sole discretion; (b) liability insurance that protects Bank from liability in all

events in form and amount satisfactory to Bank; and (c) worker's compensation coverage as required by the laws of the State; provided that, with Bank's prior written consent, District may self-insure against the risks described in clause (a). Upon request, District shall furnish to Bank evidence of such insurance or self-insurance coverage. District shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Bank without first giving written notice thereof to Bank at least thirty (30) days in advance of such cancellation or modification.

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

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

8.10. Financial Statements. District shall keep its books and records in accordance with generally accepted accounting principles. District agrees that it will furnish Bank: (a) District's current audited financial statements within 180 days of each fiscal year end including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statement of cash flows, (iv) operating fund budget analysis, and (v) appropriate notes, schedules and attachments to the financial statements; (b) within 90 days of each fiscal year end a copy of the annual budget for the then current fiscal year; and (c) such other financial information relating to the ability of District to continue performing hereunder (as submitted or approved) as Bank may from time to time reasonably request, and permit Bank or its agents and representatives to inspect District's books and records and make extracts therefrom. District represents and warrants to Bank that all financial statements which have been delivered to Bank fairly and accurately reflect District's financial condition and there has been no material adverse change in District's financial condition as reflected in the statements since the date thereof.

8.11. Purchase Agreement; Installation Contract. District shall provide to Bank a copy of any Equipment Purchase Agreement, installation contract and the projected installation schedule and any amendments thereto entered into for the Equipment being financed pursuant to this Agreement.

8.12. Warranties. District represents that it has at Closing, or will have within a reasonable time period thereafter, possession or all representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the

Equipment, all of which, to the extent assignable as additional security, are assigned to the Bank, and Bank has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment described in Schedule for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to Bank shall be made or prosecuted by District, at its sole expense, upon prior written notice to Bank, Bank may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Bank's expense. Any recovery under such a warranty shall be made payable jointly to District and Bank.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION.

9. 1. Damage, Destruction and Condemnation. Unless District shall have exercised its option to purchase the Equipment by making payment of the Purchase Price and any other amounts then due from District hereunder, as provided in this Agreement and the related Schedule, if, prior to the termination of the applicable Installment Purchase Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, District and Bank will cause the net proceeds (as hereinafter defined) of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the net proceeds remaining after such work has been completed shall be paid to District.

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

ARTICLE X

TITLE TO EQUIPMENT; SECURITY INTEREST.

10.1. Title. Legal title to the Equipment governed by a Schedule shall, so long as no Event of Default has occurred and is continuing under such Schedule and hereunder, be in District. The Equipment shall be registered in the name of District and, if applicable, title thereto shall be evidenced by a certificate of title, or such other instrument as may be required by or utilized by the laws of the State of Texas to demonstrate ownership. Such certificate may be held at all times during the term of this Agreement by Bank and shall expressly state thereon that (a) Bank holds a lien on the Equipment (Bank's name and address shall appear on such certificate as "Plains Capital Bank, 7201 N. 10th Street, McAllen, Texas 78504"), (b) District's possession of the Equipment is subject to this Agreement, and (c) any other information required by applicable law and that may be necessary or convenient, as determined by Bank, to establish Bank's rights, title and interest as the first secured lienholder of the Equipment. District shall at all times protect and defend, at its own cost and expense, its title to the Equipment from and against all claims, liens and legal processes of creditors of District, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under this Agreement or upon the termination of this Agreement, other than pursuant to Section 6.1 hereof, and Bank's termination thereof (i) full and unencumbered legal title to the Equipment shall pass and revert to Bank and District shall have no further interest therein; (ii) District shall execute and deliver to Bank such documents as Bank may request to evidence the passage of District's title and interest therein; and (iii) upon request by Bank, District shall deliver possession of the Equipment to Bank. Upon termination pursuant to Sections 7.1 and 7.2 hereof, full and unconditional title to the applicable Equipment shall pass to District, and Bank's security interest in the applicable Equipment shall terminate, and Bank shall execute and deliver to District such documents as District may request to evidence the termination of Bank's security or other interest in such Equipment.

10.2. Personal Property. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting upon, real property or any building thereon or any fixtures, or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise. Upon request of Bank, District shall obtain, as to any place where the Equipment is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Equipment of the rights of levy or distraint thereon.

10.3. Liens. District shall not directly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, except for the lien and security interest of Bank therein. District shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time.

10.4. Inspection, Acceptance and Written Notice of Defects. Immediately, or as soon as practicable to provide time for testing, upon receipt and installation of the Equipment, District

shall inspect the Equipment. Unless District gives Bank written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between Bank and District, that District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that District is satisfied with and has accepted the Equipment in such good condition and repair.

ARTICLE XI

TAX EXEMPTION; COVENANTS REGARDING FEDERAL TAX EXEMPTION OF BONDS.

11.1 Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended, by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of this Agreement.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Non-purpose Investment” means any investment property, as defined in section 148(b) of the Code, in which Cross Proceeds are invested and which is not acquired to carry out the governmental purposes of this Agreement.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means the Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1986, which are applicable to this Agreement (and any rulings thereunder). Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of

- (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and
- (2) of the Agreement have the meaning set forth in Section 1.148-4 of the Regulations.

11.2 General Tax Covenant. The District intends that the interest component of the Payments on each Schedule entered into under this Agreement shall be excludable from gross

income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code and applicable Regulations. The District covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Payments to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the District covenants and agrees to comply with each requirement of this section; provided, however, that the District shall not be required to comply with any particular requirement of this section if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Payments or if the District has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that requirements in addition to those stated herein become applicable to the Payment, the District covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Agreement from gross income for federal income tax purposes.

11.3 Use of Proceeds. The District covenants and agrees that its use of the loan proceeds of from Bank will at all times satisfy the following requirements:

(a) Private Business Use. Except as permitted by section 141 of the Internal Revenue Code (the "Code") and the Internal Revenue Service Regulations (the "Regulations"), the District shall at all times prior to the last stated maturity of the Payments:

(i) not use or permit the use of any property acquired, constructed or improved with such Gross Proceeds of the Note in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person who is treated as using Gross Proceeds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than the standard golf course fees charged for use of the golf course or interest earned on Investments acquired with such Gross Proceeds pending application for their intended purposes.

(iii) not use or permit the use of Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds in any way that would cause the Agreement to constitute "private activity bonds".

(b) Private Loan Use. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if:

(1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(c) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code, and the Regulations, the District shall not directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of this Agreement.

(d) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Agreement to be federally guaranteed within the meaning of section 149(b) of the Code.

ARTICLE XII

MISCELLANEOUS

12.1. Legal Holidays. Should the date interest accrues and becomes payable on the Agreement, or principal of the Agreement matures, fall on a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then in such event, payment of interest or principal need not be made on such a date, but payment may be made, the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period from the date of maturity to the date of actual payment.

12.2. No Recourse Against District or District Officials; Indemnity. No recourse shall be had for the payment of principal of or interest on any Agreement or for any claim based on this Agreement against any official of the District or any person executing any Agreement.

12.3. Further Proceedings. The District's Presiding Officer and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order.

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

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

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

PASSED AND APPROVED ON _____.

DRAINAGE DISTRICT NO. 1
HIDALGO COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

(SEAL)

ACCEPTED:

DATE: _____

PLAINS CAPITAL BANK

President

ATTACHMENT "A"

**DESCRIPTION AND PURCHASE PRICE OF AND
FOR EQUIPMENT**

ATTACHMENT "B"
ACCEPTANCE CERTIFICATE

CERTIFICATE OF ACCEPTANCE

Hidalgo County Drainage District No. 1
 Note, Series 2014
 to
 Plains Capital Bank
 Date as of _____

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

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

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>P.O. #</u>	<u>SERIAL #</u>	<u>PRICE</u>	
	Total				
	Total				
	Total				\$29,995.00
Total					\$218,011.00

3. **USE:** Hidalgo County Drainage District No 1 for maintenance and repair of District facilities

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

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

For DISTRICT: Hidalgo County Drainage District No. 1

By: _____
Presiding Officer

Or

By: _____
District Manager

ACCEPTED on this the ___ day of _____, 2014.

ATTACHMENT "C"

FORM OF AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE FOR INSTALLMENT PURCHASE

(This schedule sets out the Payments due under a Schedule authorized under the District of Hidalgo, Texas Installment Purchase Agreement, Series 2014, dated February __, 2014).

CAPITAL COST: \$

RATE:

TENOR (YEARS):

Payment #	Date	Payment Amount*	Principal	Interest**	Remaining Amount
1					
2					
3					
Totals					

* Includes interest

By: _____

Date: _____

ORDER NO. _____

AN ORDER AUTHORIZING THE PURCHASE AND ACQUISITION OF CERTAIN PERSONAL PROPERTY AND THE FINANCING THEREOF; APPROVING CERTAIN INSTALLMENT PURCHASE TERMS UNDER THE AUTHORITY OF SECTION 271.001 ET SEQ., LOCAL GOVERNMENT CODE AND SECTION 56.242, TEXAS WATER CODE; AUTHORIZING A MAXIMUM LOAN IN THE PRINCIPAL AMOUNT OF FOUR HUNDRED SIX THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$406,980) PAYABLE FROM AVAILABLE FUNDS FROM HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, SUBJECT TO ANNUAL APPROPRIATION; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AND APPROVING OTHER MATTERS INCIDENT THERETO.

ARTICLE I

FINDINGS AND DETERMINATIONS

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

- (a) The County of Hidalgo Drainage District No. 1 (the "District") is authorized by the Public Property Finance Act, Local Government Code, Section 271.001, et seq., Vernon's Texas Civil Statutes, as amended, and Section 56.242, Texas Water Code (the "Acts"), to purchase, acquire or use certain personal property and finance its purchase thereof as necessary for the efficient and economic operation of the District.
- (b) The Commissioners Court, as the governing board of the District (the "Board"), desires to enter a purchase and financing agreement under the authority of the Acts to acquire personal property under terms considered appropriate by the Board and to authorize a maximum of Four Hundred Six Thousand Nine Hundred Eighty Dollars (\$406,980) for such acquisition.
- (c) The Vendor or Vendors, as hereinafter defined, (i) have submitted bids to the District to provide the personal property at the purchase prices as described in Attachment "A" attached hereto (the "Equipment"), or (ii) will submit bids to provide the Equipment under a procurement procedure in accordance with state law.
- (d) In recognition and consideration of Vendor's or Vendors' offers to supply the Equipment, the Board has awarded or will subsequently award (or authorized its staff to award) certain contracts to Vendor or Vendors, all as set out in Attachment "A".
- (e) The District has arranged for the financing of the purchase price of the Equipment through Plains Capital Bank, McAllen, Texas (the "Bank") to allow for the purchase plan.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

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

Acceptance Certificate. A Certificate of District, in substantially the form set forth in Attachment "B" hereto, by which District accepts delivery of the Equipment from Vendor(s) and authorizes Bank or District's Purchasing Department to disburse funds for payment of the purchase price of said Equipment.

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

Additional Payments. Those payments required to be made by District representing advances by Bank, if any, upon failure by the District, if any, for repairs or maintenance costs of the Equipment and insurance thereon, under the terms hereof.

Agreement. This agreement.

Authorized Officer. In the case of District, the Board's Presiding Officer, and when used in reference to an act or document of Bank, means any person authorized to perform the act or sign the document on behalf of Bank.

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

Bank. Plains Capital Bank, 7201 N. 10th Street, McAllen, Texas 78504.

District. Hidalgo County Drainage District No. 1.

Closing. The date of delivery of all executed documents related to this Agreement.

Commencement Date. The later of the date of the adoption of the Order or the delivery of proceeds from Bank's loan.

Depository. A commercial bank or other qualified financial institution eligible and qualified to serve as the custodian of the District's monetary accounts and funds.

Equipment Acquisition Account. An account on the books and records of the District so designated and established by District to account for disbursement of loan proceeds from Bank for purchase of the Equipment.

Equipment Purchase Agreement. Each of the purchase agreements between District and the Vendor(s) of the Equipment.

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

Governing Body. The governing board of the District, the Commissioners Court of the County of Hidalgo, Texas.

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

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

Purchase Price. The purchase price for Equipment.

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

Vendor or Vendors. The vendor of the Equipment, to include the manufacturer or seller of the Equipment.

ARTICLE III

Acquisition of Equipment; Conditions Precedent.

3.1. District has ordered or shall order the Equipment pursuant to one or more Equipment Purchase Agreements from one or more Vendors in compliance with the competitive procurement procedures authorized under state law. The District shall certify that it has fully complied with the legal procurement process.

3.2. The obligation of Bank to fund the loan or to pay or provide other consideration for the loan evidenced by the Note; or to advance a deposit the loan proceeds to the District's Equipment Acquisition Account, is strictly subject to the receipt by Bank of certain documents and the satisfaction of the certain conditions, as follows, all of which shall be satisfactory in form and substance to Bank:

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

(ii) District shall have accepted the Equipment by delivery to Bank of an Acceptance Certificate in the form of Attachment "B", whereupon the item of

Equipment shall immediately become subject to and governed by the provisions of this Agreement and the term of the applicable Schedule;

(iii) There shall exist no Event of Default (as defined in Article VI hereof) under this Agreement, or any condition, event or act which with notice or lapse of time, or both, would become an Event of Default thereunder which has not been remedied or waived;

(iv) There shall exist no material adverse change in the financial condition of District;

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

(vi) Evidence of insurance as required under section 8.7 hereof;

(vii) A first priority security interest granted to Bank on the Equipment to secure payment of the Note and the obligations thereunder and an executed and filed UCC-1 for the financed Equipment;

(viii) To the extent permissible, assignment to Bank of all warranties on the Equipment;

(ix) Financial information and such other documents, instruments, certifications or other items as may be reasonably required by Bank

3.3. Upon satisfactory tender of all documents and conditions set out in section 3.2,

Bank shall deliver to District the funds to provide the Purchase Price for the Equipment in the applicable Schedule, and District shall promptly pay the Purchase Price for the Equipment and all related costs, all in accordance with the provisions of this Agreement and the applicable Schedule, and have and hold the Equipment for the term of the Note; subject to the terms and conditions hereof. District hereby acknowledges and agrees that Bank shall retain a perfected first priority security interest in the Equipment in accordance with this Agreement.

Alternatively, Bank may, at closing, deliver the purchase price to the Vendor(s).

ARTICLE IV

TERMS OF THE AGREEMENT

4.1. Amount, Purpose and Authorization. This Agreement is adopted by the District under and pursuant to the authority of, and in conformity with, section 271.001 et seq, Local Government Code, in the total authorized aggregate principal amount of FOUR HUNDRED SIX THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$406,980.00) to finance the acquisition price of the Equipment to be used by the District and to pay for costs of issuance of the Agreement.

4.2. Designation and Dated Date. This Agreement shall be designated as the "County of Hidalgo Drainage District No. 1, Texas Note, Series 2014 and shall be dated February __, 2014 (the "Agreement"). The Note shall bear interest at the rate set forth in Section 4.4 of this Order. Any Schedule executed and incorporating the terms hereunder for the installment purchase of any Equipment shall make reference to this Agreement.

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

4.4. Interest Rate. The Interest Rate is a fixed rate equal to _____ percent (_____, fixed.

4.5. Terms of Payment. Principal and accrued interest shall be due and payable on _____, _____ and _____, on which final date, all principal and interest then outstanding shall be due and payable in full. The District may prepay all or any part of the principal of the Agreement before maturity without penalty, and interest shall immediately cease to accrue on any amount so prepaid.

4.6. Payments to Be Unconditional. The obligations of District to make the Payments and Additional Payments and fees due hereunder, as well as to perform and observe all other covenants hereunder, shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense for any reason, including without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between District and Bank, any Vendor or any other person, District shall make all Payments when due and shall not withhold any Payments pending final resolution of such dispute, nor shall District assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement.

ARTICLE V

SECURITY FOR THE AGREEMENT; USE OF PROCEEDS

5.1. Equipment Purchase Agreement Account.

(a) A special fund entitled "Hidalgo County Drainage District No. 1 Equipment Purchase Agreement, Series 2014 Account (the "Equipment Purchase Account") is hereby created and shall be established and maintained by the District on its books of account. The Equipment Purchase Account shall be used to pay the interest on and principal of the Note.

(b) As security for the payment of all of District's obligations under this Agreement, District shall assign to Bank a first priority perfected security interest in the Equipment and a pledge of the funds in the Equipment Purchase Account. District also hereby grants to Bank, as security for all of the obligations of District hereunder, a security interest in any and all of District's right, title and interest in and to this Agreement, the Equipment, all additions, attachments, accessions, substitutions and replacements thereto, and Payments due or to become due hereunder, and any and all proceeds thereof, including without limitation proceeds from warranty payments, the proceeds of insurance thereon and any amounts of loan proceeds on deposit in the Equipment Acquisition Account, and all investments and proceeds thereof. District agrees to execute and deliver all documents, instruments and financing statements necessary or appropriate to perfect or maintain the security interest granted hereby. At the request of Bank, District will keep and maintain a conspicuous marking or tag on the Equipment indicating that a security interest therein is held by Bank. It is the intention of the parties hereto that the relationship between such parties created herein is that Bank be the equivalent of a secured party under Article 9 of the Texas Business and Commerce Code (the "UCC") as in effect from time to time and that District be the equivalent of a debtor under such Article 9. To that end, the parties hereto agree that this Agreement shall be governed by Article 9 as if such Article 9 were applicable hereto and that Bank and District have the rights and obligations of a secured party and debtor, respectively, under such Article 9 of the UCC.

5.2. No Debt Created. This Agreement shall not constitute a debt or liability obligation of the State of Texas or a general obligation of the District or any political subdivision of the State of Texas, or a pledge of the faith and credit or taxing power of the State of Texas, or District, or any political subdivision of the State, but shall be a special obligation payable solely from the Available Funds subject to the provisions hereof. Available Funds of the District include funds received by the District for its operation and maintenance, but excludes funds received by the District for the payment of debt service is bonds and other long-term obligations. Further, under the provisions of the statutory authority under which the Agreement is issued, the District's obligation hereunder is subject to annual appropriation.

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

ARTICLE VI

DEFAULT AND NON-APPROPRIATION

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

6.2. Remedies on Non-appropriation.

(a) Upon non-appropriation on one or more Schedules hereunder, this Agreement shall terminate at the end of the fiscal year for which sufficient funds have been appropriated, and the District shall immediately, upon the expiration of the said fiscal year, surrender possession and control of all Equipment acquired under any Schedule hereunder. The District shall provide the Bank written notice of such non-appropriation and non-availability within 72 hours following action by the Commissioners Court of the District which constitutes failure to appropriate funds sufficient to pay the Payments during the succeeding Fiscal Year.

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

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

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

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

(b) Failure by District to observe and perform any covenant, condition or agreement on its part to be observed or performed by it hereunder, other than as referred to in subsection (a) of this section, and such failure is not cured within twenty (20) calendar days after written notice thereof is provided to District by Bank; or

(c) Any material statement, representation, or warranty made by District in this Agreement or in any writing ever delivered by District pursuant to or in connection with this Agreement or a Schedule hereunder, is false, misleading or erroneous in any material respect.

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

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

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

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

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

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

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

ARTICLE VII

PREPAYMENT; PURCHASE.

7.1. Purchase Rights. District shall be entitled to full title and all ownership interests in the Equipment identified in a particular Schedule, and Bank's security interest therein shall be terminated:

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

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

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

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

ARTICLE VIII

RESPONSIBILITIES OF DISTRICT; COVENANTS

8.1. Care and Use of Equipment. District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and at its sole cost and expense, service, repair and maintain the Equipment so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or is unfit for use. Any and all such additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the term "Equipment" as used in this Agreement or in any Schedule hereunder. If requested by Bank, District shall enter into or cause to be entered into, and maintained in full force and effect during the term of this Agreement, standard maintenance contracts satisfactory to Bank covering the

Equipment and shall comply with all its obligations thereunder. District shall furnish evidence to Bank of such signed maintenance agreement at or prior to the date of this Agreement and the payment of all charges and premiums therefor. Substitute maintenance may be used if necessary and if first approved by Bank in writing. Upon the early termination of this Agreement pursuant to section 6.1 or 6.4, District shall return the Equipment at its sole expense to Bank at a place designated by Bank in the same condition as originally received, ordinary wear and tear excepted, and in a condition which will permit Bank to be eligible for such standard maintenance contract without incurring any expense to repair or rehabilitate the Equipment.

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

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

8.4. Taxes. During the term of the Agreement, District agrees to pay when due any and all taxes, if any, relating to the Equipment and District's obligations hereunder, including but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licenses and charges imposed on the ownership, possession or use of the Equipment by any governmental body or agency, together with any interest and penalties, whether the taxes assessed are assessed against Bank or District, other than taxes on or measured by the net income of Bank.

8.5. Alterations. Without the prior written consent of Bank, which consent shall not be unreasonably withheld, District shall not make any alterations, modifications or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment and at Bank's request, District at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

8.6. Transportation and Installation Charges. District shall be responsible for all charges relating to the transportation of the Equipment to District's location and the installation at such location. Upon default by District hereunder, Bank may at its option either prepay such charges and invoice District or forward invoices to District as they are received and District shall remit payment within ten (10) days upon District's receipt of same as Additional Payments

8.7. Insurance. District shall maintain or cause to be maintained (a) casualty insurance naming Bank and its assigns as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Bank, in an amount at least equal to the Purchase Price of the Equipment and with such deductibles as Bank may require in its sole discretion; (b) liability insurance that protects Bank from liability in all

events in form and amount satisfactory to Bank; and (c) worker's compensation coverage as required by the laws of the State; provided that, with Bank's prior written consent, District may self-insure against the risks described in clause (a). Upon request, District shall furnish to Bank evidence of such insurance or self-insurance coverage. District shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Bank without first giving written notice thereof to Bank at least thirty (30) days in advance of such cancellation or modification.

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

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

8.10. Financial Statements. District shall keep its books and records in accordance with generally accepted accounting principles. District agrees that it will furnish Bank: (a) District's current audited financial statements within 180 days of each fiscal year end including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statement of cash flows, (iv) operating fund budget analysis, and (v) appropriate notes, schedules and attachments to the financial statements; (b) within 90 days of each fiscal year end a copy of the annual budget for the then current fiscal year; and (c) such other financial information relating to the ability of District to continue performing hereunder (as submitted or approved) as Bank may from time to time reasonably request, and permit Bank or its agents and representatives to inspect District's books and records and make extracts therefrom. District represents and warrants to Bank that all financial statements which have been delivered to Bank fairly and accurately reflect District's financial condition and there has been no material adverse change in District's financial condition as reflected in the statements since the date thereof.

8.11. Purchase Agreement; Installation Contract. District shall provide to Bank a copy of any Equipment Purchase Agreement, installation contract and the projected installation schedule and any amendments thereto entered into for the Equipment being financed pursuant to this Agreement.

8.12. Warranties. District represents that it has at Closing, or will have within a reasonable time period thereafter, possession or all representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the

Equipment, all of which, to the extent assignable as additional security, are assigned to the Bank, and Bank has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment described in Schedule for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to Bank shall be made or prosecuted by District, at its sole expense, upon prior written notice to Bank, Bank may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Bank's expense. Any recovery under such a warranty shall be made payable jointly to District and Bank.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION.

9. 1. Damage, Destruction and Condemnation. Unless District shall have exercised its option to purchase the Equipment by making payment of the Purchase Price and any other amounts then due from District hereunder, as provided in this Agreement and the related Schedule, if, prior to the termination of the applicable Installment Purchase Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, District and Bank will cause the net proceeds (as hereinafter defined) of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the net proceeds remaining after such work has been completed shall be paid to District.

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

ARTICLE X

TITLE TO EQUIPMENT; SECURITY INTEREST.

10.1. Title. Legal title to the Equipment governed by a Schedule shall, so long as no Event of Default has occurred and is continuing under such Schedule and hereunder, be in District. The Equipment shall be registered in the name of District and, if applicable, title thereto shall be evidenced by a certificate of title, or such other instrument as may be required by or utilized by the laws of the State of Texas to demonstrate ownership. Such certificate may be held at all times during the term of this Agreement by Bank and shall expressly state thereon that (a) Bank holds a lien on the Equipment (Bank's name and address shall appear on such certificate as "Plains Capital Bank, 7201 N. 10th Street, McAllen, Texas 78504"), (b) District's possession of the Equipment is subject to this Agreement, and (c) any other information required by applicable law and that may be necessary or convenient, as determined by Bank, to establish Bank's rights, title and interest as the first secured lienholder of the Equipment. District shall at all times protect and defend, at its own cost and expense, its title to the Equipment from and against all claims, liens and legal processes of creditors of District, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under this Agreement or upon the termination of this Agreement, other than pursuant to Section 6.1 hereof, and Bank's termination thereof (i) full and unencumbered legal title to the Equipment shall pass and revert to Bank and District shall have no further interest therein; (ii) District shall execute and deliver to Bank such documents as Bank may request to evidence the passage of District's title and interest therein; and (iii) upon request by Bank, District shall deliver possession of the Equipment to Bank. Upon termination pursuant to Sections 7.1 and 7.2 hereof, full and unconditional title to the applicable Equipment shall pass to District, and Bank's security interest in the applicable Equipment shall terminate, and Bank shall execute and deliver to District such documents as District may request to evidence the termination of Bank's security or other interest in such Equipment.

10.2. Personal Property. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting upon, real property or any building thereon or any fixtures, or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise. Upon request of Bank, District shall obtain, as to any place where the Equipment is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Equipment of the rights of levy or distraint thereon.

10.3. Liens. District shall not directly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, except for the lien and security interest of Bank therein. District shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time.

10.4. Inspection, Acceptance and Written Notice of Defects. Immediately, or as soon as practicable to provide time for testing, upon receipt and installation of the Equipment, District

shall inspect the Equipment. Unless District gives Bank written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between Bank and District, that District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that District is satisfied with and has accepted the Equipment in such good condition and repair.

ARTICLE XI

TAX EXEMPTION; COVENANTS REGARDING FEDERAL TAX EXEMPTION OF BONDS.

11.1 Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended, by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of this Agreement.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Non-purpose Investment” means any investment property, as defined in section 148(b) of the Code, in which Cross Proceeds are invested and which is not acquired to carry out the governmental purposes of this Agreement.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means the Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1986, which are applicable to this Agreement (and any rulings thereunder). Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of

- (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and
- (2) of the Agreement have the meaning set forth in Section 1.148-4 of the Regulations.

11.2 General Tax Covenant. The District intends that the interest component of the Payments on each Schedule entered into under this Agreement shall be excludable from gross

income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code and applicable Regulations. The District covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Payments to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the District covenants and agrees to comply with each requirement of this section; provided, however, that the District shall not be required to comply with any particular requirement of this section if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Payments or if the District has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that requirements in addition to those stated herein become applicable to the Payment, the District covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Agreement from gross income for federal income tax purposes.

11.3 Use of Proceeds. The District covenants and agrees that its use of the loan proceeds of from Bank will at all times satisfy the following requirements:

(a) Private Business Use. Except as permitted by section 141 of the Internal Revenue Code (the "Code") and the Internal Revenue Service Regulations (the "Regulations"), the District shall at all times prior to the last stated maturity of the Payments:

(i) not use or permit the use of any property acquired, constructed or improved with such Gross Proceeds of the Note in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person who is treated as using Gross Proceeds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than the standard golf course fees charged for use of the golf course or interest earned on Investments acquired with such Gross Proceeds pending application for their intended purposes.

(iii) not use or permit the use of Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds in any way that would cause the Agreement to constitute "private activity bonds".

(b) Private Loan Use. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if:

(1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(c) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code, and the Regulations, the District shall not directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of this Agreement.

(d) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Agreement to be federally guaranteed within the meaning of section 149(b) of the Code.

ARTICLE XII

MISCELLANEOUS

12.1. Legal Holidays. Should the date interest accrues and becomes payable on the Agreement, or principal of the Agreement matures, fall on a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then in such event, payment of interest or principal need not be made on such a date, but payment may be made, the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period from the date of maturity to the date of actual payment.

12.2. No Recourse Against District or District Officials; Indemnity. No recourse shall be had for the payment of principal of or interest on any Agreement or for any claim based on this Agreement against any official of the District or any person executing any Agreement.

12.3. Further Proceedings. The District's Presiding Officer and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order.

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

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

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

PASSED AND APPROVED ON _____.

DRAINAGE DISTRICT NO. 1
HIDALGO COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

(SEAL)

ACCEPTED:

DATE: _____

PLAINS CAPITAL BANK

President

ATTACHMENT "A"

**DESCRIPTION AND PURCHASE PRICE OF AND
FOR EQUIPMENT**

ATTACHMENT "B"
ACCEPTANCE CERTIFICATE

CERTIFICATE OF ACCEPTANCE

Hidalgo County Drainage District No. 1
 Note, Series 2014
 to
 Plains Capital Bank
 Date as of _____

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

2. EQUIPMENT (may incorporate one or more documents)

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>P.O. #</u>	<u>SERIAL #</u>	<u>PRICE</u>	
	Total				
	Total				
	Total				\$29,995.00
Total					\$218,011.00

3. USE: Hidalgo County Drainage District No 1 for maintenance and repair of District facilities

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

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

For DISTRICT: Hidalgo County Drainage District No. 1

By: _____
Presiding Officer

Or

By: _____
District Manager

ACCEPTED on this the ___ day of _____, 2014.

ATTACHMENT "C"

FORM OF AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE FOR INSTALLMENT PURCHASE

(This schedule sets out the Payments due under a Schedule authorized under the District of Hidalgo, Texas Installment Purchase Agreement, Series 2014, dated February __, 2014).

CAPITAL COST: \$

RATE:

TENOR (YEARS):

Payment #	Date	Payment Amount*	Principal	Interest**	Remaining Amount
1					
2					
3					
Totals					

* Includes interest

By: _____

Date: _____

AI -49708

10.

DRAINAGE DISTRICT

Meeting Date: 05/19/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to issue manual payment after review and audit procedures are complete:

1. Application for Payment No. 2-Final in the amount of \$71,170.85 from Rojas Construction & Paving for Construction Contract No. HCDD1-13-021-04-29B. Project Engineer: R. Gutierrez Engineering, Corp.
2. Request approval of Certificate of Substantial Completion for Construction Contract No. HCDD1-13-021-04-29B-FM 495 Drain-Wisconsin Road Crossing. Project Engineer: R. Gutierrez Engineering, Corp.
3. Application for Payment No. 1 in the amount of \$136,860.84 from Rojas Construction & Paving for Construction Contract No. HCDD1-14-011-04-029-Pct.4 North Seminary Road. Project Engineer: Alfonso Quintanilla.

BACKGROUND

Fiscal Impact

Attachments

Rojas Construction-PMT#2-Final-Wisconsin
DD1 PE LTR-Rojas Construction PMT#2-Wisconsin
HCDD1-13-021-04-29B-FM 495 Wisconsin Substantial Completion Certificate Rojas
Construction
Rojas Construction-PMT#1-NORTH SEMINARY ROAD
DD1 PE LTR-Rojas Construction PMT#1-North Seminary

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 10:09 AM
Final Approval	Monica Badillo	05/15/2015 04:33 PM
Form Started By: Claudette Guerrero		Started On: 05/14/2015 06:58 PM

Final Approval Date: 05/15/2015

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Claudette Guerrero

Hidalgo County Drainage District 1

FROM: Javier Gutierrez

 SUBJECT: FM495 Drain - Wisconsin Road Crossing

 PROJECT NO.: ENG99.003

 DATE: April 20, 2015

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS PLANS SHOP DRAWINGS CD

CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER: Cert Subst Comp

BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Certificate of Substantial Completion
1		Change Order #3
1		HCDD1 Payment Request Checklist
1		Request for Final Payment
1		Request for Retainage Release
1		Record Drawings

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS

FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT

FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPORVAL

AS REQUESTED FOR FURTHER PROCESSING ON LOAN

FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

COMMENTS: _____

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 20 2015

12:47 AM / PM
 BY: Rosa Lee

Copy Distribution: file

Received by:

R. GUTIERREZ ENGINEERING CORPORATION
PAYMENT REQUEST CHECKLIST FOR HCDD1

Project # ENG 99.003
 Project Name: IMPER DRAIN - WISCONSIN RD CROSSING
 Payment # FINAL + RETAINAGE RELEASE
 Contractor RODAS CONSTRUCTION

INFORMATION REQUIRED FOR PROCESSING

	Payment Requests Including FINAL	DOCUMENT SOURCE	ATTACHED
1	Application for Payment (Final)	Contractor	✓
2	Schedule of Values	Engineer	✓
3	Quantity Worksheet	Engineer	✓
4	List of Suppliers & Sub-Contractors	Contractor	✓
5	Partial / Final Waiver of Lien Suppliers & Sub-Contractors	Contractor	✓
6	TXDOT Form 252 Contract Time Statement	Engineer	✓
7	Employee Payroll Report w/ signed wage form	Contractor	✓
8	Change Orders	Engineer	✓
9	Material Testing Reports (if not testing, memo from Engineer)	Engineer	✓

	RETAINAGE RELEASE	DOCUMENT SOURCE	ATTACHED
1	Application for Payment (Retainage Release)	Contractor	✓
2	Schedule of Values	Engineer	✓
3	Quantity Worksheet*	Engineer	N/A
4	Certificate of Construction Completion	Engineer	✓
5	Contractor's Affidavit of Release of Liens	Contractor	✓
6	Contractor's Affidavit of Payments of Debts & Claims	Contractor	✓
7	Consent of Surety to Final Payment	Contractor	✓
7	Record Drawings / As - BUILTS	Engineer	✓
8	Punch List (Provided with Cert of Substantial Comp)	Engineer	✓

* Note: Item not needed if submitted together with Application for Final Payment.

Certificate of Substantial Completion

PROJECT: FM495 DRAIN – WISCONSIN ROAD CROSSING
PROJECT NUMBER: ENG99.003
OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
CONTRACTOR: ROJAS CONSTRUCTION AND PAVING

The Work performed under this Contract has been reviewed and found, to the Engineer’s best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Ramiro Gutierrez, P.E.
Engineer

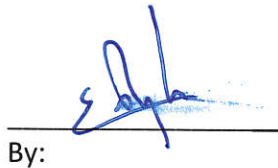

By:

2/23/2015
Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by March 24, 2015.

Rojas Construction & Paving
Contractor


By:

2/23/2015
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession thereof, in accordance with the contract documents.

Hidalgo County Drainage District No. 1
Owner

By:

Date

Javier Gutierrez

From: Ramiro Gutierrez <rgutierrez@rgec.net>
Sent: Wednesday, March 04, 2015 10:09 AM
To: 'elisa@rojas-construction.com'
Cc: 'Armando Pompa'; 'Jose Saldivar'; 'Jaime Salazar'; 'Raul Sesin'; juan.tello@co.hidalgo.tx.us; hlugo@rgec.net; 'Javier Gutierrez'; 'Armando Garza Jr.'; 'eduardo cantu'
Subject: FM 495 Drain - Wisconsin Road Crossing - Final Punch List

Elisa,

A final walk through inspection of the above mentioned project was conducted on March 3, 2014 for the purpose of formulating a punch list of pending items required for construction completion and final acceptance by Hidalgo County Drainage District No. 1.

Attendees: Mr. Ramiro Gutierrez, P.E. – R. Gutierrez Engineering Corporation
Mr. Juan F. Uribe – R. Gutierrez Engineering Corporation
Mr. Noe Saldivar, P.E. – Hidalgo County Drainage District No. 1
Mr. Jaime Salazar – Hidalgo County Drainage District No. 1
Mr. Armando Pompa – Hidalgo County Precinct No. 2
Mr. Jorge Hinojosa – Hidalgo County Precinct No. 2
Mr. Juan Tello – Rojas Construction and Paving, LLC

The pending items are as follows:

1. Need to back fill both sides of Wisconsin Road with compacted caliche.
2. Striping needs to be done.
3. Need to re-grade Type-C Inlets on north and south side of Wisconsin Road.
4. Top of ditch needs to be re-graded.
5. Grates on inlets need to be tack welded.
6. Need to seed.
7. Do general cleanup of project site.

Should you have any questions, please feel free to contact me on my cell phone at 956-227-2154 or Mr. Juan Uribe at 956-605-3862.

Best Regards,

Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation
Tel: (956) 782-2557 (Office)
Tel: (956) 227-2154 (Cell)
Tel: (956) 782-2558 (Fax)
E-mail: rgutierrez@rgec.net

This email and any files transmitted with it contain(s) information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient(s), you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956) 782-2557 or by email at office@rgec.net and delete this message immediately from your computer. Thank You....

CHANGE ORDER NUMBER THREE (3)

PROJECT: FM495 Drain - Wisconsin Road Crossing

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: Hidalgo County Drainage District No. 1

CONTRACTOR: Rojas Construction & Paving ENGINEER: R. Gutierrez Engineering Corporation
230 Frontage Rd 130 E. Park Ave.
Alamo, TX 78516 Pharr, TX 78577

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

Description:

FINAL QUANTITY ADJUSTMENTS

1. Add 16 working days to contract
2. Add 7 working days to contract
3. Reduce "Remove Structure (36-IN Diversion Pipe)" to 80 LF
4. Reduce "Construction Exit (Ty II) (Install)" to 0 SY
5. Reduce "Construction Exit (Ty II) (Remove)" to 0 SY
6. Reduce "Temporary Sediment Control Fence" to 884 LF
7. Reduce "Thermoplastic Pipe (36-IN)." to 400 LF

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 21 2015

9:12:47 AM / PM

BY: Rosa Cue

Reason:

1. Additional days needed due to "Rain / Too Wet To Work" conditions from 11/25/2014 through 2/23/2015 - 12/2/14, 12/3/14, 12/7/14, 12/8/14, 1/9/15, 1/10/15, 1/11/15, 1/12/15, 1/13/15, 1/14/15, 1/15/15, 2/3/15, 2/4/15, 2/12/15, 2/17/15, & 2/23/15
2. Additional days for delay caused by need to re-test flexbase for correct plasticity index preventing contractor from working on pavement restore to re-open road.
3. The rest of the diversion pipe was plugged and abandoned in place
4. Not installed
5. Not installed
6. Actual sediment control fence installed
7. Actual quantity installed

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 201,326.50		Substantial Completion:	60
			calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
\$ 40,817.22		58	
			calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 242,143.72		Substantial Completion:	118
			calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$ 0.00		23	
			calendar days
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 242,143.72	20.30 %	Substantial Completion:	141
			calendar days or dates

RECOMMENDED:

By: Rosa Cue, P.E.
Engineer (Authorized Signature)

Date: 4/14/15

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 3/31/15

CHANGE ORDER NO. 3 TABULATION

FM495 Drain - Wisconsin Road Crossing

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Change Order #3 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	Change in Contract Cost of C.O.#3	Revised Contract Cost after C.O.#3
DRAINAGE CONSTRUCTION															
1	738.00	738.00	738.00	738.00	CY	Channel Excavation	\$ 7.00		\$ 5,166.00	\$ -	\$ 5,166.00	\$ -	\$ 5,166.00	\$ -	\$ 5,166.00
2	3,227.00	3,227.00	3,227.00	3,227.00	CY	Embankment (Final) (Dens. Cont.) (TY D)	\$ 12.00		\$ 38,724.00	\$ -	\$ 38,724.00	\$ -	\$ 38,724.00	\$ -	\$ 38,724.00
3	1,742.00	1,742.00	1,742.00	1,742.00	SY	Cellulose Fiber Mulch Seeding	\$ 1.25		\$ 2,177.50	\$ -	\$ 2,177.50	\$ -	\$ 2,177.50	\$ -	\$ 2,177.50
4	19.50	19.50	19.50	19.50	MG	Vegetative Watering	\$ 100.00		\$ 1,950.00	\$ -	\$ 1,950.00	\$ -	\$ 1,950.00	\$ -	\$ 1,950.00
5	228.00	228.00	228.00	228.00	SY	Asphalt Conc. Pavement Overlay (1-1/2-IN)	\$ 9.00		\$ 2,052.00	\$ -	\$ 2,052.00	\$ -	\$ 2,052.00	\$ -	\$ 2,052.00
6	65.00	65.00	65.00	65.00	CY	Cut & Restore Pavement	\$ 20.00		\$ 1,300.00	\$ 360.00	\$ 1,660.00	\$ -	\$ 1,660.00	\$ -	\$ 1,660.00
7	284.00	326.00	326.00	326.00	CY	Cement Stabilized Backfill	\$ 40.00		\$ 11,360.00	\$ 1,680.00	\$ 13,040.00	\$ -	\$ 13,040.00	\$ -	\$ 13,040.00
8	290.00	290.00	290.00	290.00	CY	Roadside Ditch Excavation	\$ 5.00		\$ 1,450.00	\$ -	\$ 1,450.00	\$ -	\$ 1,450.00	\$ -	\$ 1,450.00
9	456.00	559.00	559.00	559.00	LF	Trench Excavation Protection	\$ 1.00		\$ 456.00	\$ 84.00	\$ 540.00	\$ -	\$ 540.00	\$ -	\$ 540.00
10	60.00	60.00	60.00	60.00	CY	Concrete Riprap (CL B) (4-IN)	\$ 350.00		\$ 21,000.00	\$ -	\$ 21,000.00	\$ -	\$ 21,000.00	\$ -	\$ 21,000.00
11	144.00	144.00	144.00	144.00	LF	Conc. Box Culvert (8'x8')	\$ 500.00		\$ 72,000.00	\$ -	\$ 72,000.00	\$ -	\$ 72,000.00	\$ -	\$ 72,000.00
12	2.00	2.00	2.00	2.00	EA	Drop Inlet (Complete) (Grate Inlet) (TY C)	\$ 2,500.00		\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
13	85.00	85.00	85.00	85.00	LF	PVC Pipe (15-IN) (Sch 40)	\$ 30.00		\$ 2,550.00	\$ -	\$ 2,550.00	\$ -	\$ 2,550.00	\$ -	\$ 2,550.00
14	122.00	154.00	154.00	154.00	LF	PVC Pipe (18-IN) (Sch 40)	\$ 54.00		\$ 6,588.00	\$ 1,728.00	\$ 8,316.00	\$ -	\$ 8,316.00	\$ -	\$ 8,316.00
15	417.00	417.00	417.00	417.00	LF	Remove Structure (36-IN Diversion Pipe)	\$ 5.00		\$ 2,085.00	\$ -	\$ 2,085.00	\$ -	\$ 2,085.00	\$ -	\$ 2,085.00
16	2.00	2.00	2.00	2.00	MO	Barricades, Signs and Traffic Handling	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	156.00	156.00	156.00	156.00	SY	Construction Exit (TY II) (Initial)	\$ 4.00		\$ 624.00	\$ -	\$ 624.00	\$ -	\$ 624.00	\$ -	\$ 624.00
18	156.00	156.00	156.00	156.00	SY	Construction Exit (TY II) (Remove)	\$ 4.00		\$ 624.00	\$ -	\$ 624.00	\$ -	\$ 624.00	\$ -	\$ 624.00
19	1,234.00	1,234.00	1,234.00	1,234.00	LF	Temporary Sediment Control Fence	\$ 3.00		\$ 3,702.00	\$ -	\$ 3,702.00	\$ -	\$ 3,702.00	\$ -	\$ 3,702.00
20	417.00	417.00	417.00	400.00	LF	Thermoplastic Pipe (36-IN)	\$ 54.00		\$ 22,518.00	\$ -	\$ 22,518.00	\$ -	\$ 22,518.00	\$ -	\$ 22,518.00
21	0.00	1.00	1.00	1.00	EA	Manhole Type M W/Grate	\$ -	\$ 9,678.64	\$ -	\$ 9,678.64	\$ -	\$ 9,678.64	\$ -	\$ 9,678.64	
22	0.00	51.00	51.00	51.00	SY	Plane Asph Conc Pymt (1.5")	\$ -	\$ 55.39	\$ -	\$ 2,824.89	\$ -	\$ 2,824.89	\$ -	\$ 2,824.89	
23	0.00	94.00	94.00	94.00	LF	RCP CL (III) (SPL) (42-IN)	\$ -	\$ 230.73	\$ -	\$ 21,688.62	\$ -	\$ 21,688.62	\$ -	\$ 21,688.62	
24	0.00	1.00	1.00	1.00	EA	Safety End (6') (18")	\$ -	\$ 1,453.41	\$ -	\$ 1,453.41	\$ -	\$ 1,453.41	\$ -	\$ 1,453.41	
25	0.00	1.00	1.00	1.00	EA	Remove Old Structure (MANHOLE)	\$ -	\$ 1,309.66	\$ -	\$ 1,309.66	\$ -	\$ 1,309.66	\$ -	\$ 1,309.66	
									\$ 201,326.50	\$ 40,817.22	\$ 242,143.72	\$ -	\$ 242,143.72	\$ (4,901.00)	\$ 237,242.72
Total Drainage Construction															
									\$ 201,326.50	\$ 40,817.22	\$ 242,143.72	\$ -	\$ 242,143.72	\$ (4,901.00)	\$ 237,242.72

TOTAL CONTRACT AMOUNTS															
									\$ 201,326.50	\$ 40,817.22	\$ 242,143.72	\$ -	\$ 242,143.72	\$ (4,901.00)	\$ 237,242.72



Hidalgo County Drainage District No. 1

902 North Doolittle Road Edinburg, Texas 78542 Office: (956) 292-7080 Fax: (956) 292-7089

Invoice Processing Checklist

Date Received: 4-20-15

Engineer/Firm Name: R. Gutierrez Engineering

Project Name/Number: FM495-Wisconsin Rd. Crossing

Invoice No.: Application for Final Payment

Purchase Order No.: _____

Received By: Rosa Arce

Forwarded to: Joey Garza

Total # of Pages Submitted: _____

Attachments: CD: _____ USB: _____ Other: ✓ Drawings N/A: _____

Additional Comments:

- Scanned As Submitted:

Item was submitted with additional Invoices & documents like change order #3, Checklist, Drawings & Certificate of completion.

APPLICATION FOR FINAL PMT

To: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (OWNER)
 From: Rojas Construction & Paving (CONTRACTOR)
 Contract: HCDD1-13-021-04-29B
 Project: FM495 Drain - Wisconsin Road Crossing
 OWNER's Contract No. HCDD1-13-021-04-29B ENGINEER's Project No.: ENG99.003
 For Work accomplished through the date of: March 25, 2015

1. Original Contract Price:		\$	201,326.50
2. Net change by Change Orders and Written Agreements (+ or -):		\$	35,916.22
3. Current Contract Price (1 plus 2):		\$	237,242.72
4. Total completed and stored to date: 100.00%		\$	237,242.72
5. Retainage (per Agreement):			
<u>10%</u> of completed Work:	\$	23,724.27	
<u>10%</u> of stored material:	\$	-	
Total Retainage:			\$ 23,724.27
6. Total completed and stored to date less retainage (4 minus 5):		\$	213,518.45
7. Less previous Application for Payments:		\$	(142,347.60)
8. Balance to Finish:		\$	-
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$	71,170.85

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 21 2015

12:47 AM/PM

BY: Rosa Jee

Accompanying Documentation:

CONTRACTOR'S Certification:

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 FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated March 30, 2015 Rojas Construction & Paving
 CONTRACTOR

By: [Signature]

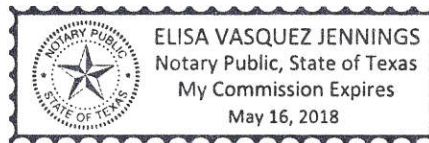
State of Texas

County of Hidalgo

Subscribed and sworn to before me this 30th
 day of March 2015

[Signature]
 Notary Public

My Commission expires: May 16, 2018



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/14/15 R. GUTIERREZ ENGINEERING CORPORATION
 ENGINEER

By: Rain [Signature], P.E.

Schedule of Values

Contractor Name: Rojas Construction & Paving Application: FINAL PMT
 Starting Date: October 6, 2014 Application Date: March 30, 2015
 Project Ending Date: February 23, 2015 Period To: March 25, 2015
 Retainage Percent: 10% Engineer Firm: R. Gutierrez Eng. Corp.

Summary																
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-13-021-04-29B	FIM495 Drain - Wisconsin Road Crossing	\$ 201,326.50	\$ 242,143.72	\$ 242,143.72	\$ 237,242.72	\$ 158,164.00	\$ 15,816.40	\$ 142,347.60	\$ 79,078.72	\$ 7,907.87	\$ 71,170.85	\$ 237,242.72	\$ 23,724.27	\$ 213,518.45	\$ 142,347.60	\$ -
TOTALS:		\$ 201,326.50	\$ 242,143.72	\$ 242,143.72	\$ 237,242.72	\$ 158,164.00	\$ 15,816.40	\$ 142,347.60	\$ 79,078.72	\$ 7,907.87	\$ 71,170.85	\$ 237,242.72	\$ 23,724.27	\$ 213,518.45	\$ 142,347.60	\$ -

Contractor Name: Rojas Construction & Paving
 Starting Date: October 6, 2014
 Project Ending Date: February 23, 2015
 Engineer's / County Project Desc: FM495 Drain - Wisconsin Road Crossing

Application: FINAL PMT
 Application Date: March 30, 2015
 Period To: March 25, 2015
 Engineer's / County Project No.: ENG99.003

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #3 Revised Schedule Value			Application #1			Final Application			Balance To Finish		
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1	402	Channel Excavation	CY	\$ 7.00	738.00	\$ 5,166.00	\$ 7.00	738.00	\$ 5,166.00	\$ 7.00	738.00	\$ 5,166.00			\$ -	738.00	738.00	\$ 5,166.00	\$ 5,166.00	0.00	\$ -
2	432	Embankment (Final) (Dens. Cont.) (Ty D)	CY	\$ 12.00	3,227.00	\$ 38,724.00	\$ 12.00	3,227.00	\$ 38,724.00	\$ 12.00	3,227.00	\$ 38,724.00	3,227.00	3,227.00	\$ 38,724.00		3,227.00	\$ -	\$ 38,724.00	0.00	\$ -
3	464	Cellulose Fiber Mulch Seeding	SY	\$ 1.25	1,742.00	\$ 2,177.50	\$ 1.25	1,742.00	\$ 2,177.50	\$ 1.25	1,742.00	\$ 2,177.50			\$ -	1,742.00	1,742.00	\$ 2,177.50	\$ 2,177.50	0.00	\$ -
4	464	Vegetative Watering	MG	\$ 100.00	19.50	\$ 1,950.00	\$ 100.00	19.50	\$ 1,950.00	\$ 100.00	19.50	\$ 1,950.00			\$ -	19.50	19.50	\$ 1,950.00	\$ 1,950.00	0.00	\$ -
5	464	Asphalt Conc. Pavement Overlay (1-1/2-IN)	SY	\$ 9.00	228.00	\$ 2,052.00	\$ 9.00	228.00	\$ 2,052.00	\$ 9.00	228.00	\$ 2,052.00			\$ -	228.00	228.00	\$ 2,052.00	\$ 2,052.00	0.00	\$ -
6	465	Cut & Restore Pavement	SY	\$ 20.00	65.00	\$ 1,300.00	\$ 20.00	83.00	\$ 1,660.00	\$ 20.00	83.00	\$ 1,660.00			\$ -	83.00	83.00	\$ 1,660.00	\$ 1,660.00	0.00	\$ -
7	465	Cement Stablized Backfill	CY	\$ 40.00	284.00	\$ 11,360.00	\$ 40.00	326.00	\$ 13,040.00	\$ 40.00	326.00	\$ 13,040.00	284.00	284.00	\$ 11,360.00	42.00	326.00	\$ 1,680.00	\$ 13,040.00	0.00	\$ -
8	465	Roadside Ditch Excavation	CY	\$ 5.00	290.00	\$ 1,450.00	\$ 5.00	290.00	\$ 1,450.00	\$ 5.00	290.00	\$ 1,450.00			\$ -	290.00	290.00	\$ 1,450.00	\$ 1,450.00	0.00	\$ -
9	465	Trench Excavation Protection	LF	\$ 1.00	456.00	\$ 456.00	\$ 1.00	550.00	\$ 550.00	\$ 1.00	550.00	\$ 550.00	456.00	456.00	\$ 456.00	94.00	550.00	\$ 94.00	\$ 550.00	0.00	\$ -
10	467	Concrete Riprap (CL B) (4-IN)	CY	\$ 350.00	60.00	\$ 21,000.00	\$ 350.00	60.00	\$ 21,000.00	\$ 350.00	60.00	\$ 21,000.00			\$ -	60.00	60.00	\$ 21,000.00	\$ 21,000.00	0.00	\$ -
11	529	Conc. Box Culvert (8'x8')	LF	\$ 500.00	144.00	\$ 72,000.00	\$ 500.00	144.00	\$ 72,000.00	\$ 500.00	144.00	\$ 72,000.00	144.00	144.00	\$ 72,000.00		144.00	\$ -	\$ 72,000.00	0.00	\$ -
12	529	Drop Inlet (Complete) (Grate Inlet) (TY C)	EA	\$ 2,500.00	2.00	\$ 5,000.00	\$ 2,500.00	2.00	\$ 5,000.00	\$ 2,500.00	2.00	\$ 5,000.00	2.00	2.00	\$ 5,000.00		2.00	\$ -	\$ 5,000.00	0.00	\$ -
13	530	PVC Pipe (15-IN) (Sch 40)	LF	\$ 30.00	85.00	\$ 2,550.00	\$ 30.00	85.00	\$ 2,550.00	\$ 30.00	85.00	\$ 2,550.00			\$ -	85.00	85.00	\$ 2,550.00	\$ 2,550.00	0.00	\$ -
14	531	PVC Pipe (18-IN) (Sch 40)	LF	\$ 54.00	122.00	\$ 6,588.00	\$ 54.00	154.00	\$ 8,316.00	\$ 54.00	154.00	\$ 8,316.00	122.00	122.00	\$ 6,588.00	32.00	154.00	\$ 1,728.00	\$ 8,316.00	0.00	\$ -
15	532	Remove Structure (36-IN Diversion Pipe)	LF	\$ 5.00	417.00	\$ 2,085.00	\$ 5.00	417.00	\$ 2,085.00	\$ 5.00	80.00	\$ 400.00			\$ -	80.00	80.00	\$ 400.00	\$ 400.00	0.00	\$ -
16	533	Barricades, Signs and Traffic Handling	MO	\$ -	2.00	\$ -	\$ -	2.00	\$ -	\$ -	2.00	\$ -			\$ -	2.00	2.00	\$ -	\$ -	0.00	\$ -
17	534	Construction Exit (Ty II) (Install)	SY	\$ 4.00	156.00	\$ 624.00	\$ 4.00	156.00	\$ 624.00	\$ 4.00	0.00	\$ -			\$ -			\$ -	\$ -	0.00	\$ -
18	535	Construction Exit (Ty II) (Remove)	SY	\$ 4.00	156.00	\$ 624.00	\$ 4.00	156.00	\$ 624.00	\$ 4.00	0.00	\$ -			\$ -			\$ -	\$ -	0.00	\$ -
19	536	Temporary Sediment Control Fence	LF	\$ 3.00	1,234.00	\$ 3,702.00	\$ 3.00	1,234.00	\$ 3,702.00	\$ 3.00	884.00	\$ 2,652.00	812.00	812.00	\$ 2,436.00	72.00	884.00	\$ 216.00	\$ 2,652.00	0.00	\$ -
20	537	Thermoplastic Pipe (36-IN)	LF	\$ 54.00	417.00	\$ 22,518.00	\$ 54.00	417.00	\$ 22,518.00	\$ 54.00	400.00	\$ 21,600.00	400.00	400.00	\$ 21,600.00		400.00	\$ -	\$ 21,600.00	0.00	\$ -
21	530	Manhole Type M W/Grate	EA	\$ -	0.00	\$ -	\$ 9,678.64	1.00	\$ 9,678.64	\$ 9,678.64	1.00	\$ 9,678.64			\$ -	1.00	1.00	\$ 9,678.64	\$ 9,678.64	0.00	\$ -
22	531	Plane Asph Conc Pvmnt (1.5")	SY	\$ -	0.00	\$ -	\$ 55.39	51.00	\$ 2,824.89	\$ 55.39	51.00	\$ 2,824.89			\$ -	51.00	51.00	\$ 2,824.89	\$ 2,824.89	0.00	\$ -
23	532	RCP CL (III) (SPL) (42-IN)	LF	\$ -	0.00	\$ -	\$ 230.73	94.00	\$ 21,688.62	\$ 230.73	94.00	\$ 21,688.62			\$ -	94.00	94.00	\$ 21,688.62	\$ 21,688.62	0.00	\$ -
24	533	Safety End (6:1) (18")	EA	\$ -	0.00	\$ -	\$ 1,453.41	1.00	\$ 1,453.41	\$ 1,453.41	1.00	\$ 1,453.41			\$ -	1.00	1.00	\$ 1,453.41	\$ 1,453.41	0.00	\$ -
25	534	Remove Old Structure (MANHOLE)	EA	\$ -	0.00	\$ -	\$ 1,309.66	1.00	\$ 1,309.66	\$ 1,309.66	1.00	\$ 1,309.66			\$ -	1.00	1.00	\$ 1,309.66	\$ 1,309.66	0.00	\$ -
Total						\$ 201,326.50			\$ 242,143.72			\$ 237,242.72			\$ 158,164.00			\$ 79,078.72		\$ -	

Prepared and Checked By:

Printed Name:

Javier Gutierrez

Date:

4/14/15

Signature:



Construction & Paving



Equipment Rental & Sales

ROJAS CONSTRUCTION & PAVING

Tel: (956) 787 8778

www.rojasheavy.net

240 Frontage Rd Alamo, TX 78516

Mr. Javier Gutierrez
R. Gutierrez Engineering Corporation
130 E. Park
Pharr, TX 78577
956.782.2557

RE: FM495 DRAIN WISCONSIN ROAD CROSSING
Contract No.: HCDD1-13-022-04-29B

Mr. Gutierrez:

The following is a list of supplier's used in the above mentioned project, per your request:

CAPA dba Rio Valley Pipe LLC
7301 W. Expressway 83
Mission, TX 78572
956.580.2502

Aguaworks
2807 N. Central Ave.
Brownsville, TX 78526
956.831.2500

Magic Valley Concrete LLC
7301 W. Expressway 83
Mission, TX 78572

Upper Valley Materials LLC
7301 W. Expressway 83
Mission, TX 78572

Respectfully,

Elisa Vasquez

Unconditional Waiver and Release on Final Payment

Project: **FM 495 Drain – Wisconsin Road Crossing**

Job No.: **5007412**

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to **Rojas Construction & Paving LLC** on the property of **Hidalgo County Drainage District 1** located at **Alamo, Texas** to the following extent: **Water and Wastewater Materials**. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

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

Dated: 04/07/15

Company: **Aguaworks Pipe & Supply, LLC.**



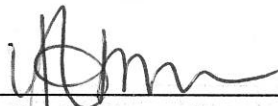
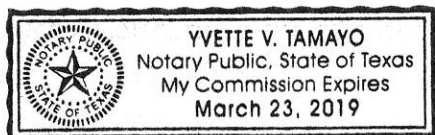
By: **Charles S. Bennett.**

Title: **Vice President**

State of Texas
County of Cameron

This Conditional Waiver and Release on Final Payment was acknowledged before me on this **7th** day of **April 2015**, by **Charles S. Bennett Jr.**, on behalf of **Aguaworks Pipe & Supply, LLC** a **Texas Limited Liability Corporation**.

Seal



Notary Public State of Texas
My Commission Expires:

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Bojas Construction & Paving
to furnish

in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by

Which improvements are described as follows:

Fm 495 Drain - Wisconsin Road Crossing

In consideration of Pay Estimate No Final in the amount of Two Thousand
Nine Hundred Six & 10/100 DOLLAR (\$ 2906.19) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does
hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter
has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or
labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any
constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and
construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further
guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills
for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will
obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

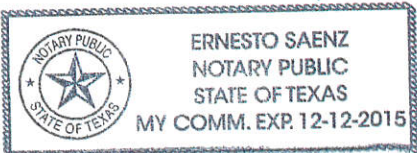
Upper valley materials
CONTRACTOR

BY: Edgar Mendez / CREDIT MGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of April, 2015 to
certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12-12-2015



PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Bojas Construction & Paving
to furnish concrete

in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by _____

Which improvements are described as follows:

Fm 495 Drain - Wisconsin Road Crossing

In consideration of Pay Estimate No Final in the amount of Five Thousand
Seven Hundred Seven & 00/100 DOLLAR (\$ 5707.00) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does
hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter
has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or
labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any
constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and
construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further
guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills
for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will
obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

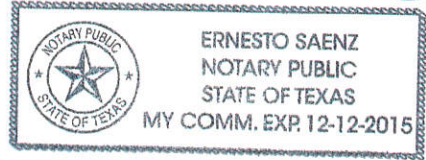
Magic Valley Concrete
CONTRACTOR

BY: Edgar Mendiola / CREDIT MGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of April 2015 to
certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12-12-2015



PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Rojas Construction & Paving
to furnish Box Culverts
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by _____
Which improvements are described as follows:

Fm 495 Drain - Wisconsin Road Crossing

In consideration of Pay Estimate No Final in the amount of Fifty Seven Thousand
Nine Hundred Forty Nine & 00/100 DOLLAR (\$ 57,949.00) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does
hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter
has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or
labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any
constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and
construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further
guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills
for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will
obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

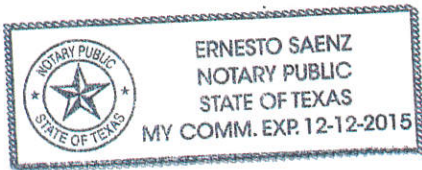
Rio Valley Pipe
CONTRACTOR

BY: Edgar Mendiola
CREDIT MANAGER
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of APRIL, 2012 to
certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12-12-2015



Contract Time Statement

FM495 Drain - Wisconsin Road Crossing

PAY REQUEST 2 (FINAL) CONTRACTOR ROJAS HEAVY EQUIPMENT, LLC dba ROJAS CONSTRUCTION & PAVING

PROJECT NO. HCDD1-13-022-04-29B City Alamo, Texas DATE WORK BEGAN 10/6/2014

TIME COMPUTED FROM 10/6/2014 DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED	DESCRIPTION
January	1	1	1	New Year's Holiday (No work done)
	2	1	1	no work done - working with HCDD1 on CO #1 resolution
	3	1	1	Weekend (No work done)
	4	1	1	Weekend (No work done)
	5	1	1	no work done - working with HCDD1 on CO #1 resolution
	6	1	1	Change Order #1 Approved - Stop credited days
	7	1		Advised contractor that CO #1 is approved and needs to complete project
	8	1		work on project
	9	1	1	Rain / Too wet to work
	10	1	1	Weekend (No work done) - Rain / Too wet to work
	11	1	1	Weekend (No work done) - Rain / Too wet to work
	12	1	1	Rain / Too wet to work
	13	1	1	Rain / Too wet to work
	14	1	1	Rain / Too wet to work
	15	1	1	Rain / Too wet to work
	16	1		Work on excavate & install 42" RCP
	17	1		Weekend (No work done)
	18	1		Weekend (No work done)
	19	1		Work on backfill and compact 42" RCP & excavate
	20	1		Work on install 18" SDS pipe & backfill & compact
	21	1		Work on backfill and compact rip rap
	22	1		Work on hand forms and backfill and compacted for rip rap
	23	1		Work on hand forms and backfill and compacted for rip rap
	24	1		Weekend (No work done)
	25	1		Weekend (No work done)
	26	1		Work on remove forms from TypeM MH walls and backfill
	27	1		Work on hand forms and grade concrete rip rap
	28	1		Work on rip rap
	29	1		Work on excavate and remove forms
	30	1		Work on excavation
	31	1		Weekend (No work done)
TOTALS		31	13	

NO. OF CONTRACT CALANDER DAYS 118* NO. CALANDER DAYS CHARGED TO DATE 118

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY \$ _____ TOTAL _____

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) *Ram Ag. P.E.*
PROJECT ENGINEER

***Added 35 days per Change Order #1 (20 Rain days and 15 days additional time for added work)**
***Added 23 days per Change Order #2 (Added time for delay in getting CO1 approved)**

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Contract Time Statement

FM495 Drain - Wisconsin Road Crossing

PAY REQUEST 2 (FINAL) CONTRACTOR ROJAS HEAVY EQUIPMENT, LLC dba ROJAS CONSTRUCTION & PAVING

PROJECT NO. HCDD1-13-022-04-29B City Alamo, Texas DATE WORK BEGAN 10/6/2014

TIME COMPUTED FROM 10/6/2014 DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED	DESCRIPTION
March	1			Weekend (No work done)
	2			rain / too wet to work
	3			work on punch list (create final punch list)
	4			work on punch list
	5			no work done
	6			no work done
	7			Weekend (No work done)
	8			Weekend (No work done)
	9			rain / too wet to work
	10			rain / too wet to work
	11			rain / too wet to work
	12			rain / too wet to work
	13			rain / too wet to work
	14			Weekend (No work done)
	15			Weekend (No work done)
	16			rain / too wet to work
	17			rain / too wet to work
	18			rain / too wet to work
	19			rain / too wet to work
	20			rain / too wet to work
	21			Weekend (No work done)
	22			Weekend (No work done)
	23			rain / too wet to work
	24			work on punch list
	25			work on punch list
	26			Finished punch list
	27			
	28			Weekend (No work done)
	29			Weekend (No work done)
	30			
	31			
TOTALS		0	0	

NO. OF CONTRACT CALANDER DAYS 141* NO. CALANDER DAYS CHARGED TO DATE 141

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY \$ _____ TOTAL _____

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) _____
Rain [Signature]
PROJECT ENGINEER

***Added 35 days per Change Order #1 (20 Rain days and 15 days additional time for added work)**
***Added 23 days per Change Order #2 (Added time for delay in getting CO1 approved)**
***Added 23 days per Change Order #3 (Rain days & materials testing delay)**

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Test Report Table

PROJECT: FM495 Drain - Wisconsin Road Crossing - HCDD1-13-022-04-29B

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Material	Test	Description	Required	Remarks	CONTRACTOR: Rojas Construction & Paving, LLC			
					Pay Req. 1 CS.#	Pay Req. 2 (FINAL) CS.#	Pay Req. 3 CS.#	Pay Req. 5 CS.#
Soils	ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort			HCDD1-13-022-04-29B			
	ASTM D1140	Amount of Material in Soils Finer than No. 200 (75-µm) Sieve			HCDD1-13-022-04-29B			
	ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils			HCDD1-13-022-04-29B			
	ASTM D958	Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures			HCDD1-13-022-04-29B			
	ASTM D6938	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)			HCDD1-13-022-04-29B (X)			
Subgrade	Tex-101-E Part III	Pulverization						
	Tex-113-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Base Materials						
	Tex-114-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Sub-Grade, Embankment Soils, and Backfill Material						
	Tex-101-E	Surveying and Sampling Soils for Highways						
Flex Base	Tex-103-E	Determining Moisture Content in Soil Materials						
	Tex-104-E	Determining Liquid Limit of Soils						
	Tex-105-E	Determining Plastic Limit of Soils						
	Tex-106-E	Calculating the Plasticity Index of Soils						
	Tex-107-E	Determining the Bar Linear Shrinkage of Soils						
	Tex-110-E	Particle Size Analysis of Soils						
	Tex-115-E	Field Method for Determining In-Place Density of Soils and Base Materials						
	Tex-116-E	Ball Mill Method for Determining the Disintegration of Flexible Base Material						
	Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials						
	EN-1	IAW ASTM 4699						
	TexDOT 121 E							
	ASTM D 4548							
	ASTM D 1587							
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures						
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures						
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction						
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method						
	Tex-229-F	Combined HMA Cold Ball Sampling and Testing Procedure						
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method						
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures						
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures						
	Tex-219-E	Determining Hydrocarbon - Volatile Content of Bituminous Mixtures						
		ASTM D-296078						
In-Place Density	AAASHTO T-188							
	Tex-800-J	Lime Testing Procedure (Weave testing if less than 50 Tons from a Pre-Approved Source)						
RCP		Three Edge Bearing Test						
Concrete		Compressive Strength Test						

Exhibit E-G

Engineer's Signature: _____

Ram G. P.E.

HCDD1-13-022-04-29B (X)

LABORATORY TEST REPORT

Compressive Strength Test



Raba Kistner Consultants Inc.
800 East Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX(956) 682-5487
www.rkci.com
TBPE Firm F-3257

ATTN.: MR. RAMIRO GUTIERREZ, P.E., PRESIDENT
TO: R. GUTIERREZ ENGINEERING CORPORATION
130 EAST PARK AVENUE
PHARR, TEXAS 78577

PROJECT NO.: AMD14-056-00
CAST DATE: 12/10/2014
ASSIGNMENT NO.: M14-014105
REPORT VERSION: A
TECHNICIAN: ROBERT H RODRIGUEZ

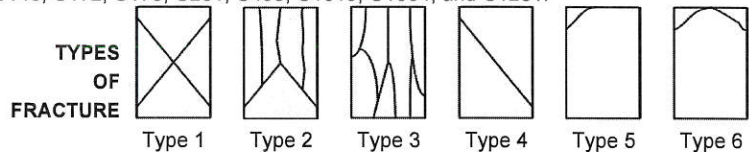
PROJECT: Hidalgo County Drainage District 1 FM 495 Drain Wisconsin Rd. Crossing, Edinburg, Hidalgo County, Texas

SAMPLE LOCATION: Slope Panels on the Southeast Side of Basin, 4 Panels

SET INDEX:	Set 1 of 1								
SUPPLIER:	CAPA	BATCH TIME:	10:28 a.m.	AIR CONTENT (%):	1.4				
TRUCK NO:	890	SAMPLE TIME:	11:53 a.m.	UNIT WEIGHT (pcf):	ND				
TICKET NO:	295155	SAMPLE TEMP. (°F):	76	FIELD CURED (day):	1				
SAMPLED AT (cu yds):	10	AMBIENT TEMP. (°F):	73	SAMPLE TYPE:	Concrete Cylinder				
DESIGN STR.(psi):	3,000	SLUMP (in.):	1.50	SAMPLE SIZE(in.):	4 x 8				
PRODUCT NO.:	TxDOT Class "B"								

SPECIMEN NUMBER	DATE OF TEST	AGE (days)	LOAD (lbs)	DIAMETER (in)	AREA (in. ²)	STRENGTH (psi)	PERCENT OF DESIGN	FRACTURE TYPE	TESTED BY
1	12/17/2014	7	37,625	4.00	12.57	2,990	100	Type 3	J. Hernandez
2	12/17/2014	7	38,875	4.00	12.57	3,090	103	Type 3	J. Hernandez
3	01/07/2015	28							
4	01/07/2015	28							
5	01/07/2015	28							

NOTE: Some information on this test report provided by others. Testing and reporting was conducted in general accordance with the following applicable A.S.T.M. references: C31, C39, C109, C138, C143, C172, C173, C231, C495, C1019, C1064, and C1231.



REMARKS: Mr. Juan Uribe w/R. Gutierrez Engineering Corporation was verbally notified of field test results. ND-Not Determined; NP-Not Provided; NA-Not Applicable.

NOTICE: Raba Kistner Consultants, Inc. considers the data and information contained in this report to be proprietary. This information is intended only for the use of the recipient(s) named herein. Test results presented herein relate only to those items tested. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to validate test results without written approval from Raba Kistner Consultants, Inc.

COPIES TO: Above (1)
R. Gutierrez Engineering Corporation(2)

RABA KISTNER CONSULTANTS, INC.

Carlos Ceballos Jr.

BY: _____
12/18/2014



Updated By: CCJ 12/18/2014 11:48:39AM

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LABORATORY TEST REPORT

Compressive Strength Test



Raba Kistner Consultants Inc.

800 East Hackberry

McAllen, Texas 78501

(956) 682-5332 • FAX(956) 682-5487

www.rkci.com

TBPE Firm F-3257

ATTN.: MR. RAMIRO GUTIERREZ, P.E., PRESIDENT
 TO: R. GUTIERREZ ENGINEERING CORPORATION
 130 EAST PARK AVENUE
 PHARR, TEXAS 78577

PROJECT NO.: AMD14-056-00
 CAST DATE: 12/10/2014
 ASSIGNMENT NO.: M14-014105
 REPORT VERSION: A
 TECHNICIAN: ROBERT H RODRIGUEZ

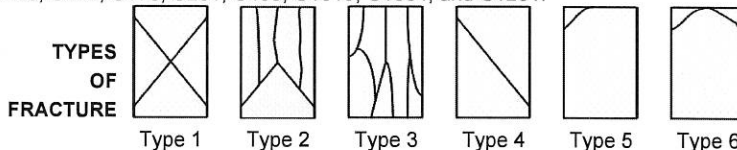
PROJECT: Hidalgo County Drainage District 1 FM 495 Drain Wisconsin Rd. Crossing, Edinburg, Hidalgo County, Texas

SAMPLE LOCATION: Slope Panels on the Southeast Side of Basin, 4 Panels

SET INDEX: Set 1 of 1
 SUPPLIER: CAPA BATCH TIME: 10:28 a.m. AIR CONTENT (%): 1.4
 TRUCK NO: 890 SAMPLE TIME: 11:53 a.m. UNIT WEIGHT (pcf): ND
 TICKET NO: 295155 SAMPLE TEMP. (°F): 76 FIELD CURED (day): 1
 SAMPLED AT (cu yds): 10 AMBIENT TEMP. (°F): 73 SAMPLE TYPE: Concrete Cylinder
 DESIGN STR. (psi): 3,000 SLUMP (in.): 1.50 SAMPLE SIZE(in.): 4 x 8
 PRODUCT NO.: TxDOT Class "B"

SPECIMEN NUMBER	DATE OF TEST	AGE (days)	LOAD (lbs)	DIAMETER (in)	AREA (in. ²)	STRENGTH (psi)	PERCENT OF DESIGN	FRACTURE TYPE	TESTED BY
1	12/17/2014	7	37,625	4.00	12.57	2,990	100	Type 3	J. Hernandez
2	12/17/2014	7	38,875	4.00	12.57	3,090	103	Type 3	J. Hernandez
3	01/07/2015	28	53,310	4.00	12.57	4,240	141	Type 5	A. Rodriguez
4	01/07/2015	28	54,860	4.00	12.57	4,360	145	Type 5	A. Rodriguez
5	01/07/2015	28	54,500	4.00	12.57	4,340	145	Type 3	A. Rodriguez

NOTE: Some information on this test report provided by others. Testing and reporting was conducted in general accordance with the following applicable A.S.T.M. references: C31, C39, C109, C138, C143, C172, C173, C231, C495, C1019, C1064, and C1231.

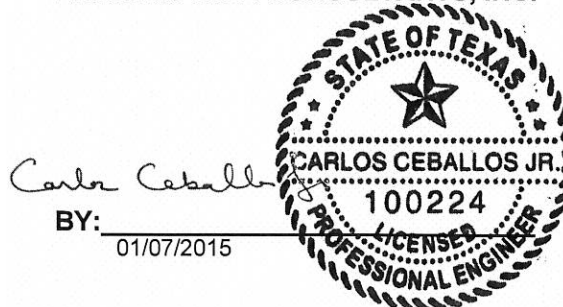


REMARKS: Mr. Juan Uribe w/R. Gutierrez Engineering Corporation was verbally notified of field test results. ND-Not Determined; NP-Not Provided; NA-Not Applicable.

NOTICE: Raba Kistner Consultants, Inc. considers the data and information contained in this report to be proprietary. This information is intended only for the use of the recipient(s) named herein. Test results presented herein relate only to those items tested. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to validate test results without written approval from Raba Kistner Consultants, Inc.

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RABA KISTNER CONSULTANTS, INC.



Updated By: MMR 1/7/2015 11:01:07AM

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FIELD TEST REPORT

Soil/Base Material Nuclear Density Test

ATTN.: MR. RAMIRO GUTIERREZ, P.E., PRESIDENT
 TO: R. GUTIERREZ ENGINEERING CORPORATION
 130 EAST PARK AVENUE
 PHARR, TEXAS 78577



Raba Kistner Consultants Inc.
 800 East Hackberry
 McAllen, Texas 78501
 (956) 682-5332 • FAX(956) 682-5487
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PROJECT NO.: AMD14-056-00
 DATE OF TEST: 01/29/2015
 ASSIGNMENT NO.: M15-010297
 REPORT VERSION: A
 SHEET NUMBER: 1 of 1
 TECHNICIAN: VICTOR SALINAS IIII

PROJECT: Hidalgo County Drainage District 1 FM 495 Drain
 Wisconsin Rd. Crossing, Edinburg, Hidalgo County, Texas

TEST NO.	TEST LOCATION	SOIL TYPE	LIFT NO. /DEPTH	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	PERCENT PROCTOR (%)	CONFORM
	Along Wisconsin Road						
5	Near STA.: 178 + 00, on Centerline	2	1ST	20.0	99.0	101.0	Yes
6	Near STA.: 178 + 50, on Centerline	2	1ST	19.1	98.5	100.5	Yes

CURVE ID.	SOIL TYPE	OPTIMUM MOISTURE (%)	MAX. DRY DENSITY (PCF)	REQUIRED MOISTURE (%)	REQUIRED DENSITY (%)	LAB TEST PROCEDURE
2	Light Brown Sand Cement-Treated Backfill Material	19.0	98.0	17-21	95	ASTM D 558

REFERENCE: Fill/Pavement Section

FIELD TEST PROCEDURE: ASTM D 6938

GAUGE NUMBER: 8

REMARKS: Lift and station information is provided by contractor.

PERSON NOTIFIED: Mr. Juan Uribe w/R. Gutierrez Engineering Corp.

CONTRACTOR: Rojas Construction

* - Indicates noncompliance with specifications.

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RABA KISTNER CONSULTANTS, INC.



BY: *Carlos Ceballos Jr.*
 02/02/2015



Updated By: MMR 1/30/2015 10:03:55AM

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LABORATORY TEST REPORT

Compressive Strength Test



Raba Kistner Consultants Inc.
800 East Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX(956) 682-5487
www.rkci.com
TBPE Firm F-3257

ATTN.: MR. RAMIRO GUTIERREZ, P.E., PRESIDENT
TO: R. GUTIERREZ ENGINEERING CORPORATION
130 EAST PARK AVENUE
PHARR, TEXAS 78577

PROJECT NO.: AMD14-056-00
CAST DATE: 01/23/2015
ASSIGNMENT NO.: M15-010216
REPORT VERSION: A
TECHNICIAN: ALEJANDRO RAY
HERNANDEZ

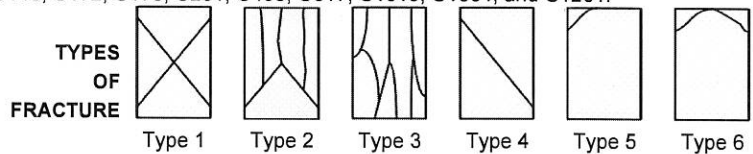
PROJECT: Hidalgo County Drainage District 1 FM 495 Drain Wisconsin Rd. Crossing, Edinburg, Hidalgo County, Texas

SAMPLE LOCATION: Along the SW Corner of Junction Box near STA.: 180 + 00

SET INDEX:	Set 1 of 1	BATCH TIME:	11:24 a.m.	AIR CONTENT (%):	2.0
SUPPLIER:	CAPA	SAMPLE TIME:	12:25 p.m.	UNIT WEIGHT (pcf):	ND
TRUCK NO:	949	SAMPLE TEMP. (°F):	65	FIELD CURED (day):	1
TICKET NO:	1101542	AMBIENT TEMP. (°F):	55	SAMPLE TYPE:	Concrete Cylinder
SAMPLED AT (cu yds):	3.5	SLUMP (in.):	4.00	SAMPLE SIZE (in.):	4 x 8
DESIGN STR. (psi):	3,000			CYLINDER DIAMETER(in.):	
PRODUCT NO.:	3038				

SPECIMEN NUMBER	DATE OF TEST	AGE (days)	LOAD (lbs)	DIAMETER (in)	AREA (in. ²)	STRENGTH (psi)	PERCENT OF DESIGN	FRACTURE TYPE	TESTED BY
6	01/30/2015	7	38,635	4.00	12.57	3,070	102	Type 3	D.C. Charkow
7	01/30/2015	7	36,940	4.00	12.57	2,940	98	Type 4	D.C. Charkow
8	02/20/2015	28							
9	02/20/2015	28							
10	02/20/2015	28							

NOTE: Some information on this test report provided by others. Testing and reporting was conducted in general accordance with the following applicable A.S.T.M. references: C31, C39, C109, C138, C143, C172, C173, C231, C495, C617, C1019, C1064, and C1231.



REMARKS: Mr. Juan Uribe w/R. Gutierrez Engineering Corporation was verbally notified of field test results. ND-Not Determined; NP-Not Provided; NA-Not Applicable.

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Carlos Ceballos Jr.
BY: _____
02/05/2015



Updated By: MMR 1/30/2015 4:52:59PM

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LABORATORY TESTING REPORT

Atterberg Limits

ATTN.: MR. RAMIRO GUTIERREZ, P.E., PRESIDENT
TO: R. GUTIERREZ ENGINEERING CORPORATION
130 EAST PARK AVENUE
PHARR, TEXAS 78577



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800 East Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX(956) 682-5487
www.rkci.com
TBPE Firm F-3257

PROJECT NO.: AMD14-056-00
SAMPLE DATE: 01/29/2015
ASSIGNMENT NO.: M15-010298
REPORT VERSION: A
TECHNICIAN: VICTOR SALINAS III

PROJECT: Hidalgo County Drainage District 1 FM 495 Drain Wisconsin Rd.
Crossing, Edinburg, Hidalgo County, Texas

A sample of the following material was obtained by RKCI for laboratory testing : Light Brown Caliche w/Gravel (Proposed Flexible Base Material). This material was obtained from the following location : Stockpiled Material On-Site.

This material was obtained from 490 Pit and is intended for use as Proposed Flexible Base Material.

Atterberg Limits, ASTM D 4318		Specification Limits
Liquid Limit (LL):	29	
Plastic Limit (PL):	14	
Plasticity Index (PI):	*15	Max.: 12

Tested By: MANUEL DE SANTIAGO III

This material does not conform to the project specifications for Atterberg Limits.

Remarks: Laboratory test results do not comply with project requirements and were verbally reported to Mr. Juan Uribe w/R. Gutierrez Engineering Corporation on 02-05-15.

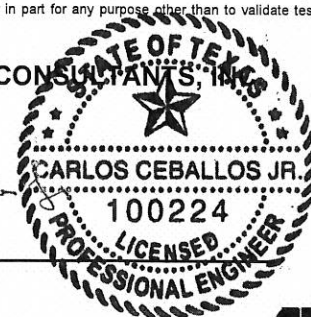
NOTICE: Raba Kistner Consultants, Inc. considers the data and information contained in this report to be proprietary. This information is intended only for the use of the recipient(s) named herein. Test results presented herein relate only to those items tested. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to validate test results without written approval from Raba Kistner Consultants, Inc.

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Carlos Ceballos Jr.

BY: _____
02/11/2015



Updated By: MMR 2/6/2015 3:15:54PM

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LABORATORY TESTING REPORT

Moisture-Density Relationship, and Atterberg Limits

ATTN.: MR. RAMIRO GUTIERREZ, P.E., PRESIDENT
TO: R. GUTIERREZ ENGINEERING CORPORATION
130 EAST PARK AVENUE
PHARR, TEXAS 78577



Raba Kistner Consultants Inc.
800 East Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX(956) 682-5487
www.rkci.com
TBPE Firm F-3257

PROJECT NO.: AMD14-056-00
SAMPLE DATE: 02/11/2015
ASSIGNMENT NO.: M15-010439
REPORT VERSION: A
TECHNICIAN: VICTOR SALINAS IV

PROJECT: Hidalgo County Drainage District 1 FM 495 Drain Wisconsin Rd.
Crossing, Edinburg, Hidalgo County, Texas

A sample of the following material was obtained by RKCI for laboratory testing : Light Brown Caliche w/Lime & Gravel (Proposed Flexible Base Material). This material was obtained from the following location : Stockpiled Material On-Site.

This material is intended for use as Proposed Flexible Base Material.

Moisture-Density Relationship Test, ASTM D 698 Method C <i>(The Proctor curve is available upon request.)</i>	
Maximum Dry Density, (pcf):	127.2
Optimum Moisture Content, (%):	7.7
Tested By: JUAN C CASTILLO	
Atterberg Limits, ASTM D 4318	
Liquid Limit (LL):	Non-Determinable
Plastic Limit (PL):	Non-Determinable
Plasticity Index (PI):	Non-Plastic
Specification Limits	
	Max.: 40
	Max.: 12

Tested By: MANUEL DE SANTIAGO III

The maximum dry density and optimum moisture content have been corrected using the procedure outlined in ASTM D 4718, "Correction of Unit Weight and Water Content for Soils Containing Oversize Particles".

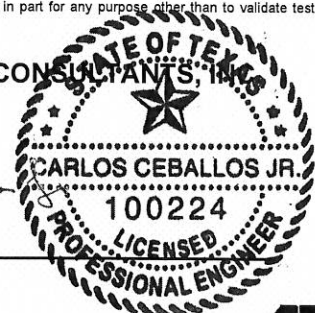
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RABA KISTNER CONSULTANTS, INC.

Carlos Ceballos Jr.

BY: _____
02/19/2015



Updated By: MMR 2/19/2015 1:38:37PM

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LABORATORY TEST REPORT

Compressive Strength Test



Raba Kistner Consultants Inc.
800 East Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX(956) 682-5487
www.rkci.com
TBPE Firm F-3257

ATTN.: MR. RAMIRO GUTIERREZ, P.E., PRESIDENT
TO: **R. GUTIERREZ ENGINEERING CORPORATION**
130 EAST PARK AVENUE
PHARR, TEXAS 78577

PROJECT NO.: AMD14-056-00
CAST DATE: 01/23/2015
ASSIGNMENT NO.: M15-010216
REPORT VERSION: A
TECHNICIAN: ALEJANDRO RAY
HERNANDEZ

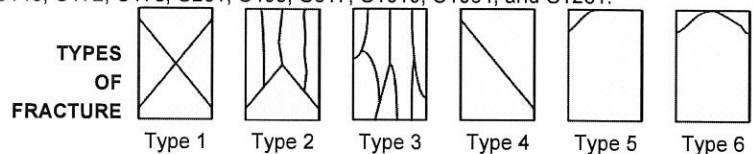
PROJECT: Hidalgo County Drainage District 1 FM 495 Drain Wisconsin Rd. Crossing, Edinburg, Hidalgo County, Texas

SAMPLE LOCATION: Along the SW Corner of Junction Box near STA.: 180 + 00

SET INDEX:	Set 1 of 1				
SUPPLIER:	CAPA	BATCH TIME:	11:24 a.m.	AIR CONTENT (%):	2.0
TRUCK NO:	949	SAMPLE TIME:	12:25 p.m.	UNIT WEIGHT (pcf):	ND
TICKET NO:	1101542	SAMPLE TEMP. (°F):	65	FIELD CURED (day):	1
SAMPLED AT (cu yds):	3.5	AMBIENT TEMP. (°F):	55	SAMPLE TYPE:	Concrete Cylinder
DESIGN STR.(psi):	3,000	SLUMP (in.):	4.00	SAMPLE SIZE(in.):	4 x 8
PRODUCT NO.:	3038			CYLINDER DIAMETER(in.):	

SPECIMEN NUMBER	DATE OF TEST	AGE (days)	LOAD (lbs)	DIAMETER (in)	AREA (in. ²)	STRENGTH (psi)	PERCENT OF DESIGN	FRACTURE TYPE	TESTED BY
6	01/30/2015	7	38,635	4.00	12.57	3,070	102	Type 3	D.C. Charkow
7	01/30/2015	7	36,940	4.00	12.57	2,940	98	Type 4	D.C. Charkow
8	02/20/2015	28	56,005	4.00	12.57	4,460	149	Type 3	J. Hernandez
9	02/20/2015	28	55,650	4.00	12.57	4,430	148	Type 3	J. Hernandez
10	02/20/2015	28	56,490	4.00	12.57	4,490	150	Type 3	J. Hernandez

NOTE: Some information on this test report provided by others. Testing and reporting was conducted in general accordance with the following applicable A.S.T.M. references: C31, C39, C109, C138, C143, C172, C173, C231, C495, C617, C1019, C1064, and C1231.

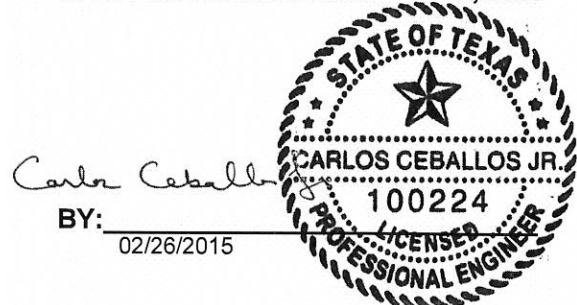


REMARKS:Mr. Juan Uribe w/R. Gutierrez Engineering Corporation was verbally notified of field test results. ND-Not Determined; NP-Not Provided; NA-Not Applicable.

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RABA KISTNER CONSULTANTS, INC.



Updated By: CCJ 2/26/2015 10:09:30AM

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FIELD TEST REPORT

Soil/Base Material Nuclear Density Test

ATTN.: MR. RAMIRO GUTIERREZ, P.E., PRESIDENT
 TO: R. GUTIERREZ ENGINEERING CORPORATION
 130 EAST PARK AVENUE
 PHARR, TEXAS 78577



Raba Kistner Consultants Inc.
 800 East Hackberry
 McAllen, Texas 78501
 (956) 682-5332 • FAX(956) 682-5487
 www.rkci.com
 TBPE Firm F-3257

**PROJECT: Hidalgo County Drainage District 1 FM 495 Drain
 Wisconsin Rd. Crossing, Edinburg, Hidalgo County, Texas**

PROJECT NO.: AMD14-056-00
 DATE OF TEST: 02/19/2015
 ASSIGNMENT NO.: M15-010523
 REPORT VERSION: A
 SHEET NUMBER: 1 of 1
 TECHNICIAN: ALEJANDRO RAY
 HERNANDEZ

TEST NO.	TEST LOCATION	SOIL TYPE	LIFT NO. /DEPTH	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	PERCENT PROCTOR (%)	CONFORM
	<u>Along Wisconsin Road, 8' x 8' Box Culvert Crossing</u>						
7	Near STA.: 78 + 00, on Centerline	3	FINAL	7.3	125.5	98.7	Yes
	<u>Along Wisconsin Road, 42" Diameter RCP Storm Drain Line</u>						
8	Near STA.: 78 + 50, on Centerline	3	FINAL	6.1	125.7	98.8	Yes

CURVE ID.	SOIL TYPE	OPTIMUM MOISTURE (%)	MAX. DRY DENSITY (PCF)	REQUIRED MOISTURE (%)	REQUIRED DENSITY (%)	LAB TEST PROCEDURE
3	Light Brown Caliche w/Lime & Gravel (Proposed Flexible Base Material)	7.7	127.2	5.7-9.7	98	ASTM D 698 Method C

REFERENCE: Pavement Section/Flexible Base/Utility Line

FIELD TEST PROCEDURE: ASTM D 6938

GAUGE NUMBER: 11

REMARKS: Lift and station information is provided by contractor.

PERSON NOTIFIED: Mr. Uribe w/R. Gutierrez Engineering Corporation

CONTRACTOR: Rojas Construction

* - Indicates noncompliance with specifications.

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RABA KISTNER CONSULTANTS, INC.

BY: *Carlos Ceballos Jr.*
 02/26/2015



Updated By: CCJ 2/26/2015 4:02:12PM

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Hidalgo County Drainage District No. 1

902 North Doolittle Road Edinburg, Texas 78542 Office: (956) 292-7080 Fax: (956) 292-7089

Invoice Processing Checklist

Date Received: 4-²⁰-15

Engineer/Firm Name: R. Gutierrez Eng.

Project Name/Number: FM495 - Wisconsin Rd. Crossing

Invoice No.: Application for Retainage

Purchase Order No.: _____

Received By: Rosa Lee

Forwarded to: Jose Guzman

Total # of Pages Submitted: _____

Attachments: CD: _____ USB: _____ Other: Drawings N/A: _____

Additional Comments: Scanned As Submitted: Item was submitted with additional Invoice's & documents like Change Order #3, Checklist, Drawings, & Certificate of Completion.

APPLICATION FOR RETAINAGE

To: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (OWNER)
 From: Rojas Construction & Paving (CONTRACTOR)
 Contract: HCDD1-13-021-04-29B
 Project: FM495 Drain - Wisconsin Road Crossing
 OWNER's Contract No. HCDD1-13-021-04-29B ENGINEER's Project No.: ENG99.003
 For Work accomplished through the date of: March 25, 2015

1. Original Contract Price:		\$	201,326.50
2. Net change by Change Orders and Written Agreements (+ or -):		\$	35,916.22
3. Current Contract Price (1 plus 2):		\$	237,242.72
4. Total completed and stored to date: 100.00%		\$	237,242.72
5. Retainage (per Agreement):			
<u>10%</u> of completed Work:	\$	-	
<u>10%</u> of stored material:	\$	-	
Total Retainage:		\$	-
6. Total completed and stored to date less retainage (4 minus 5):		\$	237,242.72
7. Less previous Application for Payments:		\$	(213,518.45)
8. Balance to Finish:		\$	-
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$	23,724.27

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 21 2015

12:47 AM PM

BY: *Rosa Lee*

Accompanying Documentation:

CONTRACTOR'S Certification:

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 RETAINAGE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated March 30, 2015

Rojas Construction & Paving
 CONTRACTOR

By: *[Signature]*

State of Texas

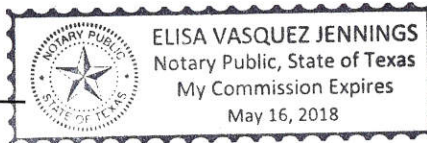
County of Hidalgo

Subscribed and sworn to before me this 31st
 day of March 2015

[Signature]

Notary Public

My Commission expires: May 16, 2018



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/14/15

R. GUTIERREZ ENGINEERING CORPORATION
 ENGINEER

By: *Rain [Signature], P.E.*

Schedule of Values

Contractor Name: Rojas Construction & Paving
 Starting Date: October 6, 2014
 Project Ending Date: February 23, 2015
 Retainage Percent: 10%

Application: RETAINAGE
 Application Date: March 30, 2015
 Period To: March 25, 2015
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary																
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-13-021-04-28B	FM495 Drain - Wisconsin Road Crossing	\$ 201,326.50	\$ 242,143.72	\$ 242,143.72	\$ 237,242.72	\$ 158,164.00	\$ 15,816.40	\$ 142,347.60	\$ 79,078.72	\$ 7,907.87	\$ 71,170.85	\$ 237,242.72	\$ 23,724.27	\$ 213,518.45	\$ 213,518.45	\$ -
TOTALS:		\$ 201,326.50	\$ 242,143.72	\$ 242,143.72	\$ 237,242.72	\$ 158,164.00	\$ 15,816.40	\$ 142,347.60	\$ 79,078.72	\$ 7,907.87	\$ 71,170.85	\$ 237,242.72	\$ 23,724.27	\$ 213,518.45	\$ 213,518.45	\$ -

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 26th DAY OF March 2015, A FINAL INSPECTION was made of the project herein described:

CONTRACT

CONTRACT DATE: April 29, 2014
 OWNER: Hidalgo County Drainage District No. 1
 CONSTRUCTION CONTRACTOR: Rojas Heavy Equipment, LLC dba Rojas Construction & Paving
 OF THE CITY OF Alamo, STATE OF Texas

PROJECT DESCRIPTION


CONSTRUCTION OF: FM495 Drain – Wisconsin Road Crossing
 CONTRACT NO.: HCDD1-13-022-04-29B
 LOCATED IN OR NEAR THE CITY/PRECINCT OF: San Juan, Texas / Hidalgo County Precinct #2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
None
2. That the sum of Zero and 00/100 Dollars – (\$0.00) be deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. AMOUNT OF ORIGINAL CONTRACT	\$	<u>201,236.50</u>
PRESENT AMOUNT OF CONTRACT	\$	<u>237,242.72</u>
TOTAL AMOUNT OF CONTRACT EARNED TO DATE	\$	<u>237,242.72</u>
LESS: PREVIOUS PAYMENTS	\$	<u>213,518.45</u>
BALANCE	\$	<u>23,724.27</u>
AUTHORIZED DEDUCTIONS	\$	<u>0.00</u>
AMOUNT OF FINAL PAYMENT	\$	<u>23,724.27</u>

6. That the final payment in the amount of Twenty-Three Thousand Seven Hundred Twenty-Four and 27/100 Dollars (\$23,724.27) is now due and payable.



Engineer's Signature
Ramiro Gutierrez, P.E.

CONCURRED BY:

CONCURRED BY:

Rojas Construction & Paving

Hidalgo County Judge

BY:  _____

TITLE: Managing member

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: FM 495 Drain - Wisconsin Rd
OWNER: Hidalgo County Drainage District No. 4
CONTRACTOR: Rojas Construction & Paving
ENGINEER: R. Gutierrez Engineering Corporation

PROJECT NO.
HDD1 - 13-022-04-29B

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None

CONTRACTOR Rojas Construction & Paving

By



Title *managing member*

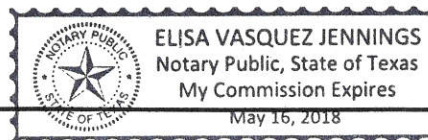
Subscribed and sworn to before me this *30th*

day of *March*

Notary Public:



My Commission Expires: *May 16, 2018*



**CONTRACTOR'S AFFIDAVIT OF
PAYMENTS OF DEBTS AND CLAIMS**

PROJECT: FM 495 Drain - Wisconsin Rd
OWNER: Hidalgo County Drainage District No. 1
CONTRACTOR: Rojas Construction & Paving
ENGINEER: R. Gutierrez Engineering Corporation

PROJECT NO.
HCCD1-13-022-04-29B

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None

CONTRACTOR: Rojas Construction & Paving

By



Title: managing member

Subscribed and sworn to before me this

30th

day of

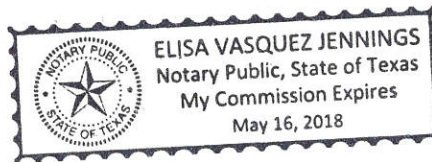
march

Notary Public:



My Commission Expires:

May 16, 2018



SURETEC INSURANCE COMPANY

9737 Great Hills Trail, Suite 320, Austin, Tx 78759

CONSENT OF SURETY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

BOND NO.: 5179541

TO OBLIGEE:

(Name and Address)

Hidalgo County Drainage District # 1
902 N Doolittle, Edinburg TX 78542

CONTRACT FOR:

General Construction

PROJECT:

(Name and Address)

FM 495 Drain - Wisconsin Road Field Crossing

CONTRACT DATED:

PRINCIPAL:

Rojas Heavy Equipment, LLC dba Rojas Construction & Paving

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759

, SURETY,

on bond of

(Insert name and address of Contractor) Rojas Heavy Equipment, LLC dba Rojas Construction & Paving

240 Frontage Road, Alamo TX 78516

, CONTRACTOR,

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to

(Insert name and address of Obligee)

Hidalgo County Drainage District # 1, 902 N Doolittle, Edinburg TX 78542

, OBLIGEE,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 15, 2015

(Insert in writing the month followed by the numeric date and year.)

SureTec Insurance Company

(Surety)

(Signature of authorized representative)

Omar Villarreal

, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Omar Villarreal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Rojas Heavy Equipment, LLC dba Rojas Construction & Paving
Obligee: Hidalgo County Drainage District # 1
Amount: \$ 237,242.72

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

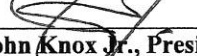
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

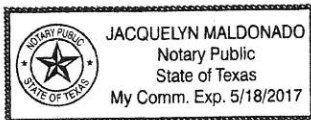
SURETEC INSURANCE COMPANY


By: 
 John Knox Jr., President

State of Texas ss:
 County of Harris



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Jacquelyn Maldonado, Notary Public
 My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of April, 2015, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

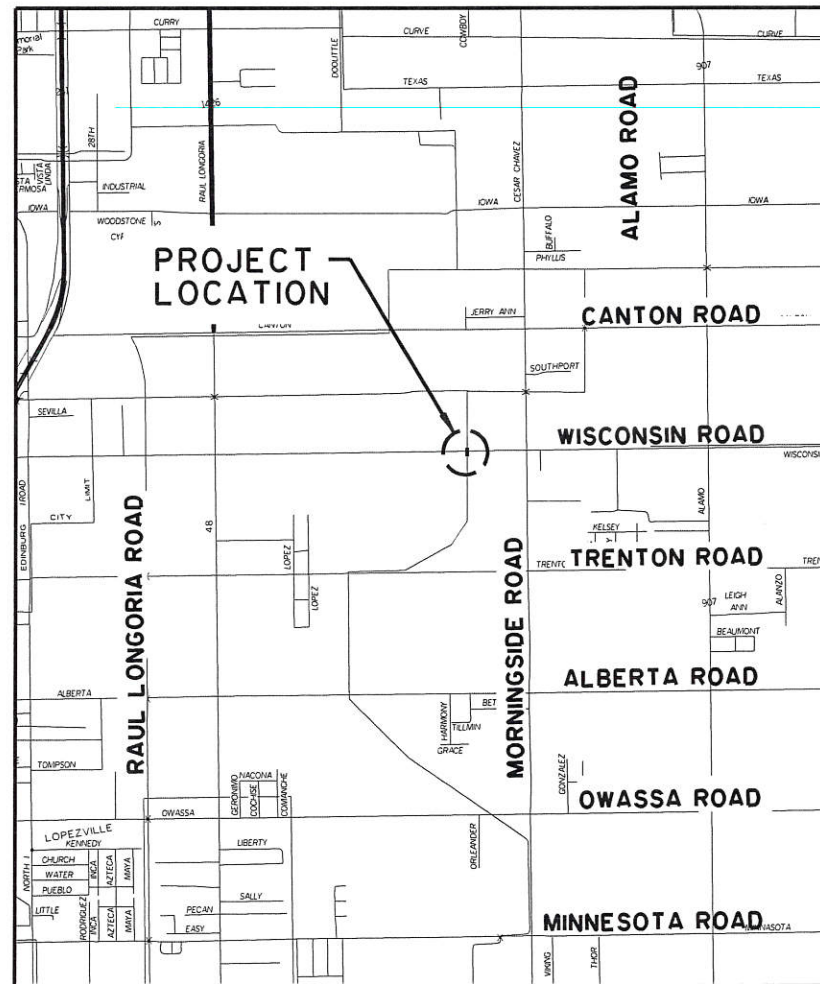
**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

FM-495 DRAIN-WISCONSIN ROAD CROSSING IMPROVEMENTS - WISCONSIN ROAD FOR HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 2014 RECORD DRAWINGS

SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES/SEQUENCE OF CONSTRUCTION
3	ESTIMATE & QUANTITIES
4	TRAFFIC CONTROL PLAN
5	DIVERSION BYPASS PLAN & PROFILE
6	CULVERT PLAN & PROFILE
7	CEMENT STABILIZED BACKFILL DETAILS
8	TYPE C DROP INLET DETAIL
STANDARDS	
9	CRR
10	SCP-8
11	TYPE "C" INLET
12-13	EC (I) & EC (3) - 93
14-25	BC(I)-03, BC(2)-03, BC(3)-03, BC(4)-03, BC(5)-03, BC(6)-03, BC(7)-03, BC(8)-03, BC(9)-03, BC(10)-03, BC(11)-03, BC(12)-03



DISTRICT BOARD OF DIRECTORS

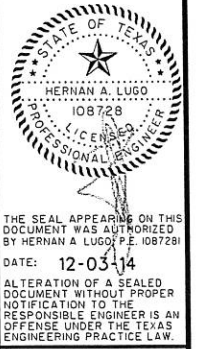
CHAIRMAN OF THE BOARD	RAMON GARCIA
BOARD MEMBER	A.C. CUELLAR
BOARD MEMBER	HECTOR "TITO" PALACIOS
BOARD MEMBER	JOE M. FLORES
BOARD MEMBER	JOSEPH PALACIOS
DISTRICT MANAGER	GODFREY GARZA, JR.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HERNAN A. LUGO, P.E. 108728

DATE: 03-10-2015
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.


R. Gutierrez Professional Engineers & Land Surveyors
Engineering Corporation
 130 E. PARK AVENUE • PHARR, TEXAS 78577
 (TEL) 956 782-2557 • (FAX) 956 782-2558



SUMMARY OF DRAINAGE ITEMS

SHEET NO./STATION	ITEM 110	ITEM 132	ITEM 164	ITEM 166	ITEM 168	ITEM 340	ITEM 400	ITEM 400	ITEM 400	ITEM 400	ITEM 402	ITEM 432	ITEM 462	ITEM 465	ITEM 481	ITEM 481	ITEM 496	ITEM 496	ITEM 496
	CHANNEL EXCAV. (CY)	EMBANKMENT (LF)	SEEDING (PERM) (WARM) (SY)	FERTILIZER (TON)	VEGETATED WATERING (MG)	A.C.P. OVERLAY (1/2") (SY)	STRUCT. EXCAV. (CY)	CUT & RESTORE PAV'T (SY)	CEMENT STABILIZED BACKFILL (CY)	ROADSIDE DITCH EXCAVATION (CY)	TRENCH EXCAVATION PROTECTION (LF)	CONC. RIPRAP (5 IN)(CL"B") (CY)	8'X8' CONC. BOX CULVERT (LF)	DROP INLET TY "C" (EA)	15" PVC PIPE (LF)	18" PVC PIPE (LF)	REMOVE OLD STRUCTURE (PIPE) (LF)	REMOVE OLD STRUCTURE (MANHOLE) (EA)	REMOVE 36" DIVERSION PIPE (LF)
	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.
5	-	1642	1742	.02	19.5	-	900	22	114	145	312	-	-	2	-	122	-	-	417
6	738	1585	-	-	-	228	1088	61	212	145	238	60	144	-	-	32	448	1	-
TOTAL	738	3,227	1742	.02	19.5	228	1988	83	326	290	550	60	144	2	-	154	448	1	417

1 1 1

CONT.

SHEET NO./STATION	ITEM 506	ITEM 506	ITEM 506	ITEM 666	ITEM 4640	ITEM 354	ITEM 464	ITEM 465	ITEM 467
	CONST. EXIST. TY (III) INSTALL (SY)	CONST. EXIST. TY (III) REMOVE (SY)	SED. CONTROL FENCE (LF)	REFL. PAV. MKR. (TYP.1) (Y) (4") (BROKEN) (LF)	36" HDPE OR PVC PIPE (LF)	PLANE ASPHALT CONC. PAV'T (1.5") (SY)	RCP CL (III) (SPL)(42 IN) (LF)	MANHOLE TY "M" W/GRATE (EA)	S.E.T. (6:1) (18") (EA)
	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.
THROUGH-OUT	156	156	-	-	417	-	-	-	-
5	-	-	1234	-	-	51	94	1	1
6	-	-	-	108	-	-	-	-	-
TOTAL	156	156	1234	108	417	51	94	1	1

1

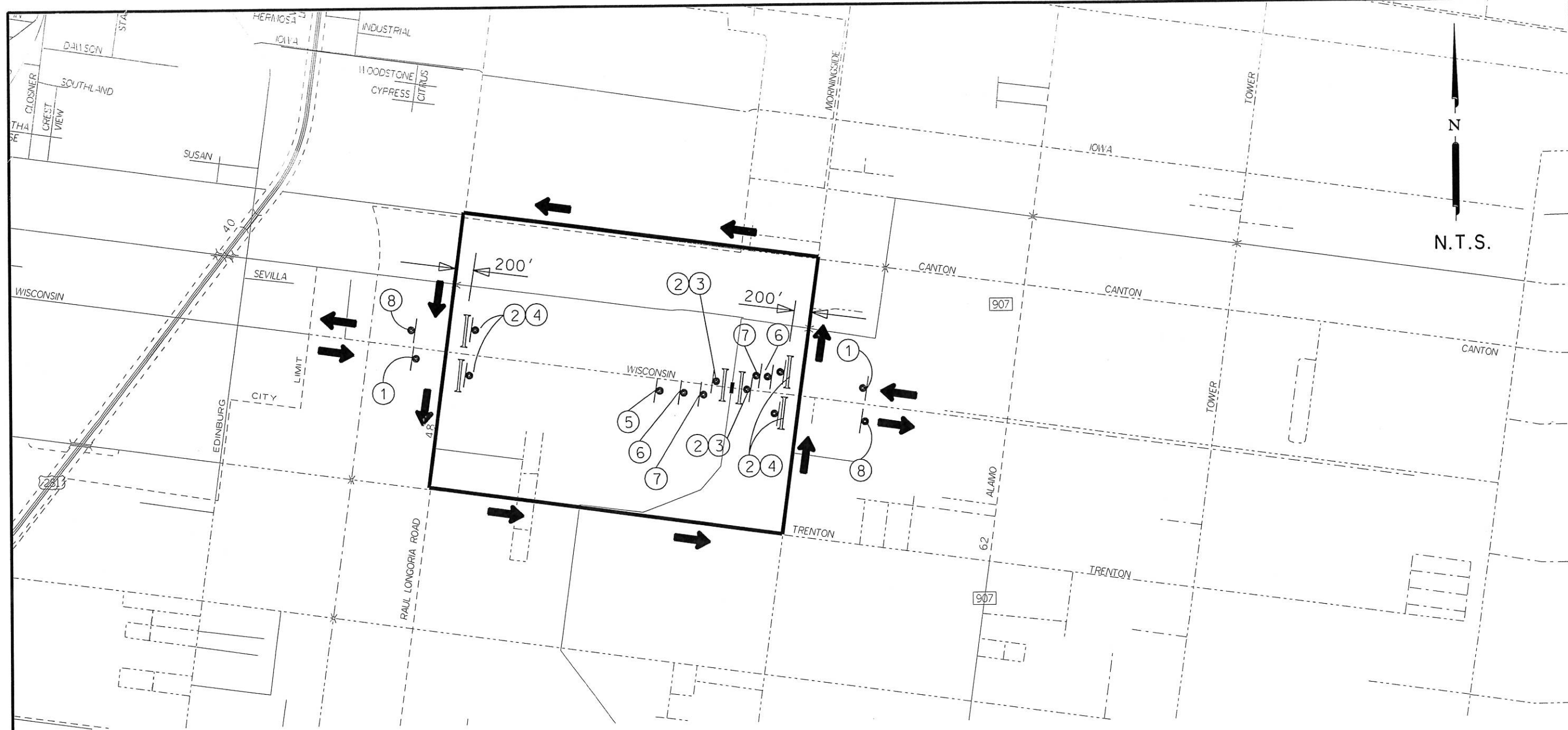
⊗ FOR CONTRACTORS INFORMATION ONLY (NON-PAY)
 ⊕ THE TONNAGE OF FERTILIZER IS BASED ON A RATE THAT WILL PROVIDE 100 LBS. OF NITROGEN PER ACRE AS IS BASED ON FERTILIZER CONTENT (N-P-K) OF 10-5-5.
 + VEGETATED WATERING IS BASED ON A RATE OF 6788 GAL/AC/CYCLE FOR 8 CYCLES (1.4 GAL / SY.)

LEGEND

1 CHANGE ORDER #1
 [Cloud] REVISION CLOUD

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
 FM-495 DRAIN-WISCONSIN ROAD CROSSING
 WISCONSIN ROAD
 ESTIMATE & QUANTITIES

SCALE:	DATE:	FB. No.:	SURVEY BY:	DRAWN BY:	PREPARED BY:	CHECKED BY:	REVISION	DATE	BY
				JMJ/WH	JMJ/MH	R.G.			



Professional Engineers & Land Surveyors
 R. Gutierrez
 Engineering Corporation
 130 E. PARK AVENUE • PHARR, TEXAS 78577
 (TEL) 956 782-2557 • (FAX) 956 782-2558



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HERNAN A. LUGO, P.E. 108728
 DATE: 01/31/2014
 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

HIDALGO COUNTY DRAINAGE DIST. NO. 1
 FM-495 DRAIN-WISCONSIN ROAD CROSSING WISCONSIN ROAD
TRAFFIC CONTROL PLAN

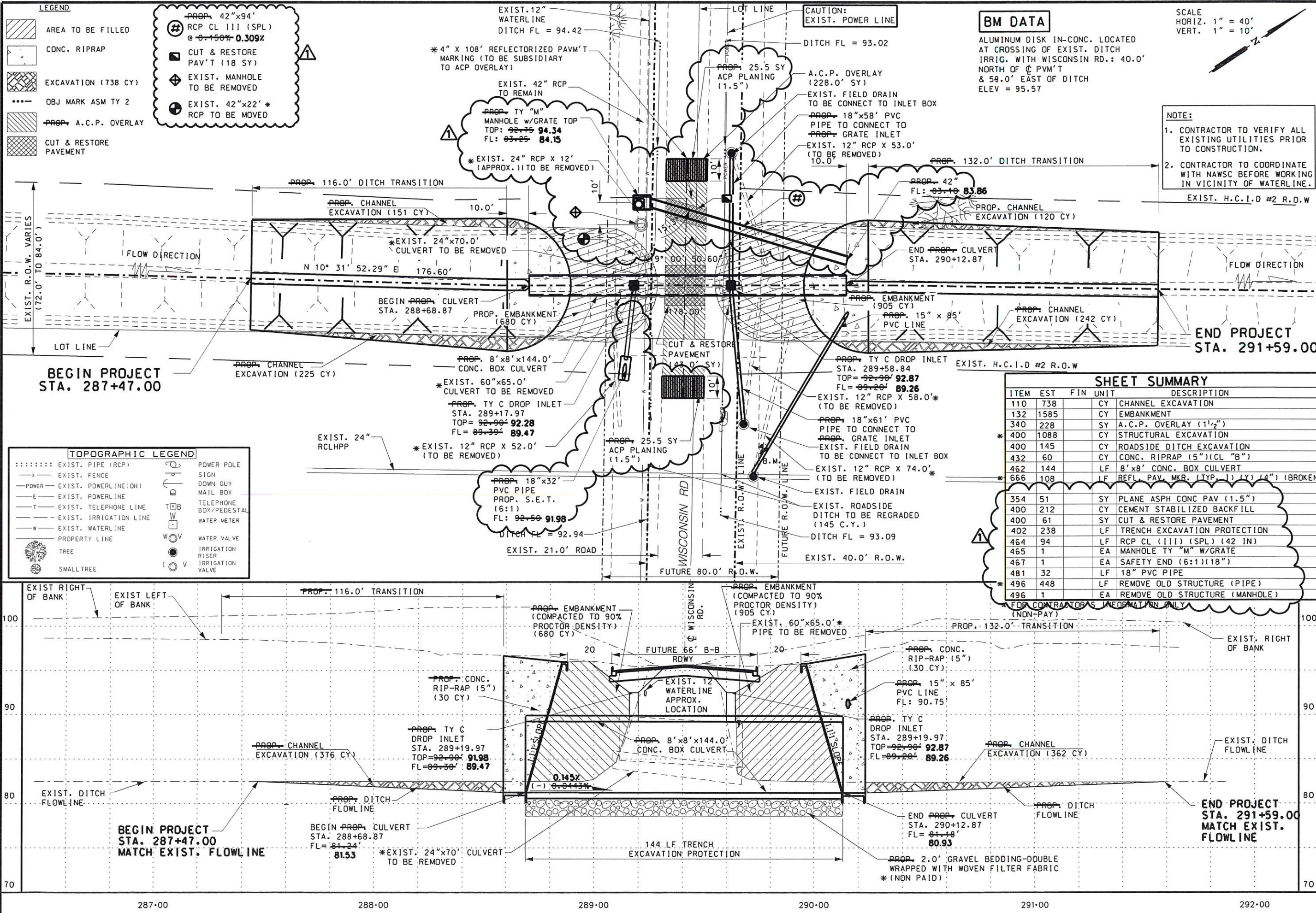
SCALE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
1"=2000'							
DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
FB. No.:	FB. No.:	FB. No.:	FB. No.:	FB. No.:	FB. No.:	FB. No.:	FB. No.:
SURVEY BY:	SURVEY BY:	SURVEY BY:	SURVEY BY:	SURVEY BY:	SURVEY BY:	SURVEY BY:	SURVEY BY:
DRAWN BY:	DRAWN BY:	DRAWN BY:	DRAWN BY:	DRAWN BY:	DRAWN BY:	DRAWN BY:	DRAWN BY:
PREPARED BY:	PREPARED BY:	PREPARED BY:	PREPARED BY:	PREPARED BY:	PREPARED BY:	PREPARED BY:	PREPARED BY:
CHECKED BY:	CHECKED BY:	CHECKED BY:	CHECKED BY:	CHECKED BY:	CHECKED BY:	CHECKED BY:	CHECKED BY:

SHEET 4

- ①
- ②
- ③
- ④
- ⑤
- ⑥
- ⑦
- ⑧

LEGEND

- TRAFFIC DIRECTION
- TRAFFIC SIGN
- DETOUR ROUTE
- TY III BARRICADE



Professional Engineers & Land Surveyors
R. Gutierrez Engineering Corporation
 130 E. PARK AVENUE • PHARR, TEXAS 78577
 (TEL) 936 782-2557 • (FAX) 936 782-2558

STATE OF TEXAS
 HERMAN A. LUGO
 108728
 LICENSED PROFESSIONAL ENGINEER

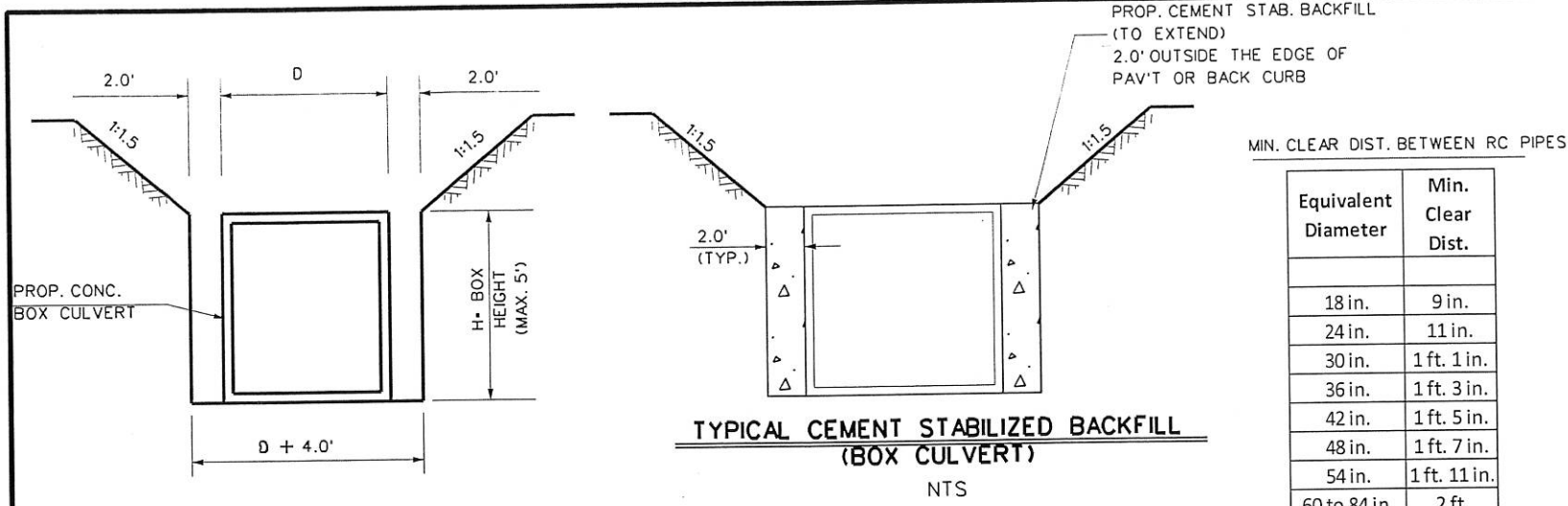
DATE: 03-10-2015
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HIDALGO COUNTY DRAINAGE DISTRICT No. 1
FM 495 DRAIN
WISCONSIN ROAD CROSSING
CULVERT LAYOUT
RECORD DRAWING

SCALE: DATE: FB No.: FB SURVEY BY: DRAWN BY: PREPARED BY: CHECKED BY:

REVISION: DATE: BY:

SHEET **6**

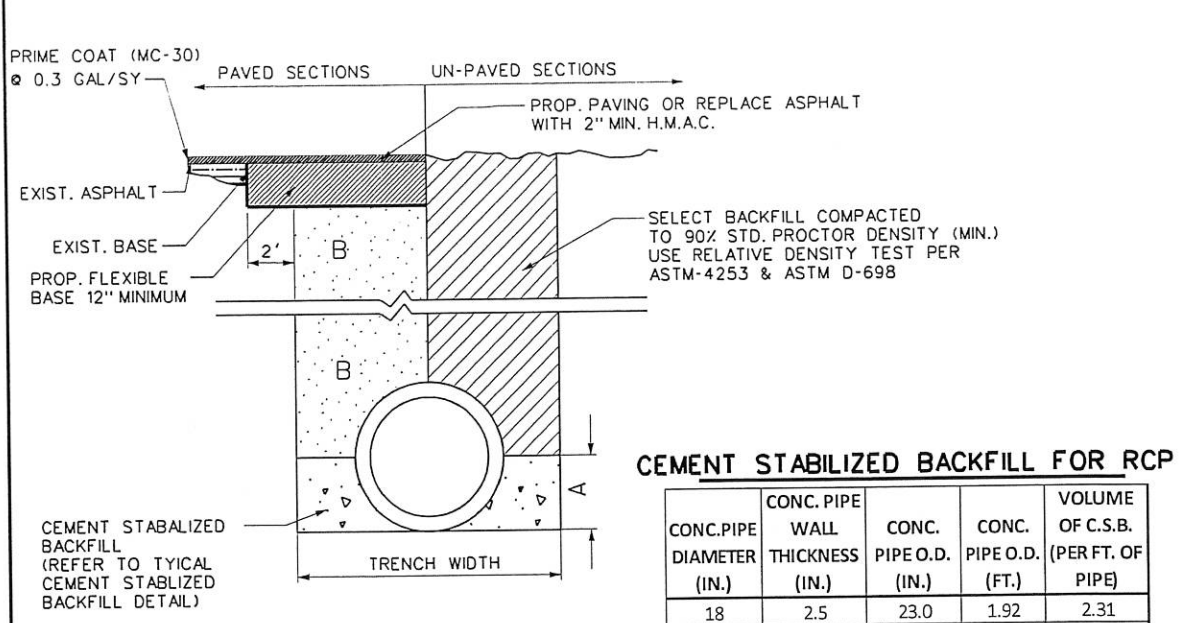


MIN. CLEAR DIST. BETWEEN RC PIPES

Equivalent Diameter	Min. Clear Dist.
18 in.	9 in.
24 in.	11 in.
30 in.	1 ft. 1 in.
36 in.	1 ft. 3 in.
42 in.	1 ft. 5 in.
48 in.	1 ft. 7 in.
54 in.	1 ft. 11 in.
60 to 84 in.	2 ft.

TYPICAL TRENCH EXCAVATION PROTECTION
NTS

TYPICAL CEMENT STABILIZED BACKFILL (BOX CULVERT)
NTS

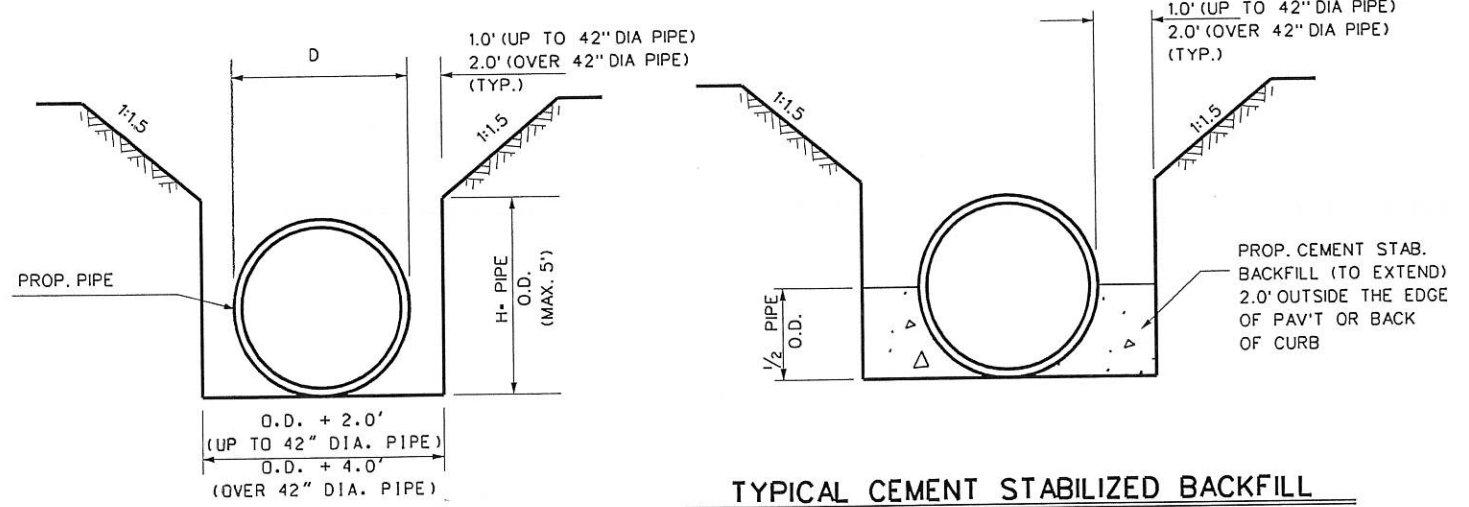


CEMENT STABILIZED BACKFILL FOR RCP

CONC. PIPE DIAMETER (IN.)	CONC. PIPE WALL THICKNESS (IN.)	CONC. PIPE O.D. (IN.)	CONC. PIPE O.D. (FT.)	VOLUME OF C.S.B. (PER FT. OF PIPE)
18	2.5	23.0	1.92	2.31
24	3.0	30.0	2.50	3.17
30	3.5	37.0	3.08	4.10
36	4.0	44.0	3.67	5.11
42	4.5	51.0	4.25	6.19
48	5.0	58.0	4.83	12.17
54	5.5	65.0	5.42	13.98
60	6.0	72.0	6.00	15.86
66	6.5	79.0	6.58	17.82
72	7.0	86.0	7.17	19.84

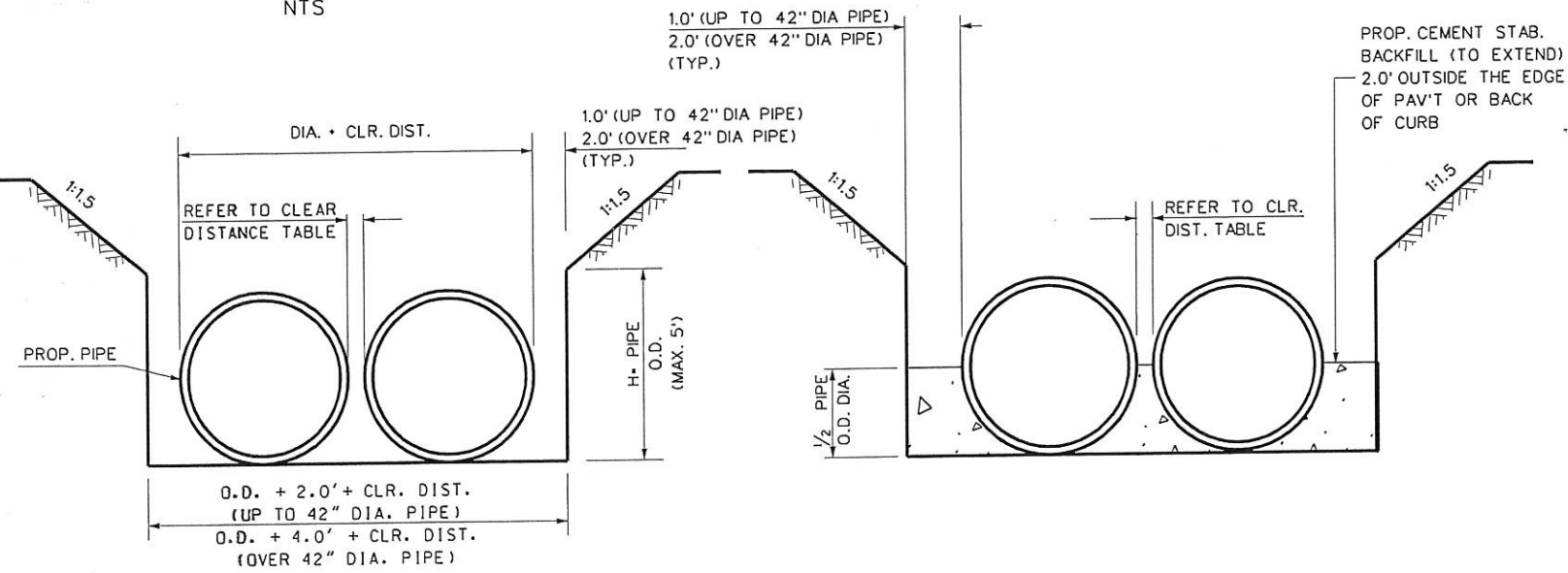
TYPICAL PIPE BEDDING AND TRENCH BACKFILL DETAIL
NTS

- A CEMENT STABILIZED BACKFILL TO BE PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (REFER TO TYPICAL CEMENT STABILIZED BACKFILL DETAIL)
- B (CITY STREETS, PARKING AREA, DRIVEWAYS) (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.
- C EXCAVATED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE, BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM- 698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.



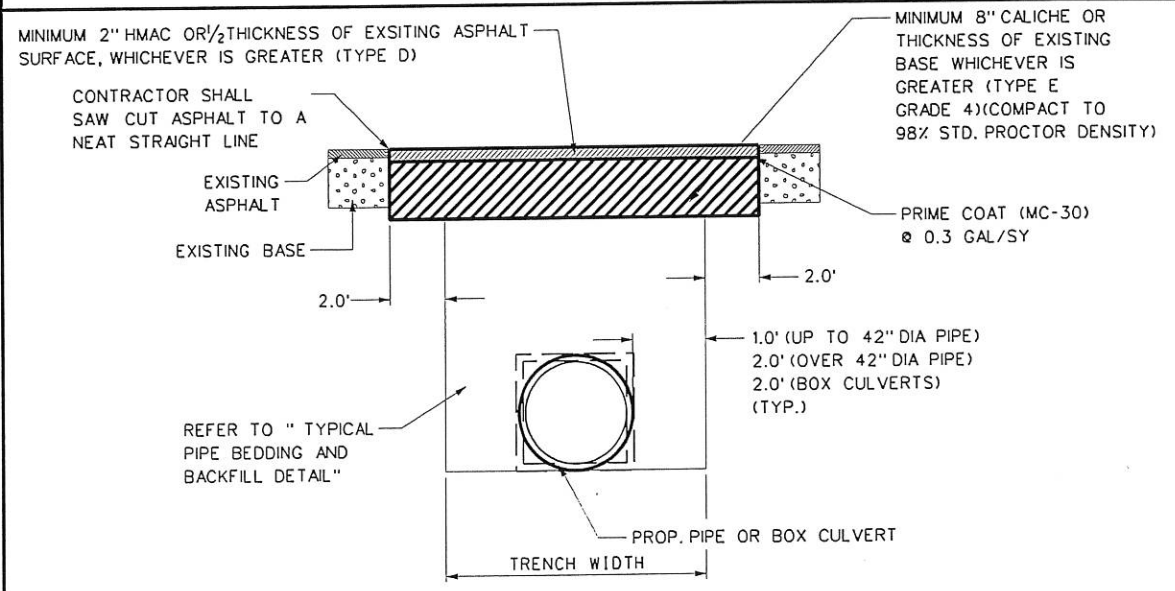
TYPICAL TRENCH EXCAVATION PROTECTION
NTS

TYPICAL CEMENT STABILIZED BACKFILL (PIPE)
NTS



TYPICAL TRENCH EXCAVATION PROTECTION
NTS

TYPICAL CEMENT STABILIZED BACKFILL (PIPE)
NTS



CUT AND RESTORE PAVEMENT DETAIL
NTS

F:\1999\ENG\003-Sul\teral\PHASE1\wisconsin\de\tois\CEMENTDETAIL.dgn

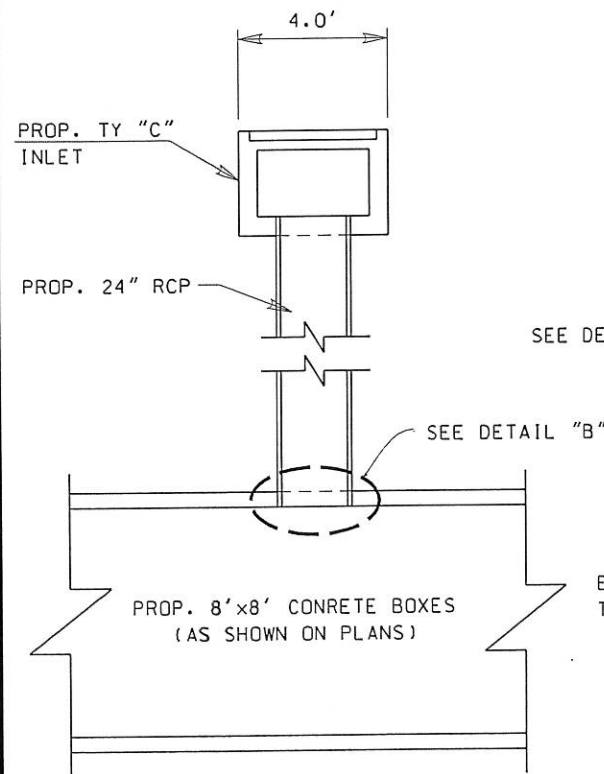
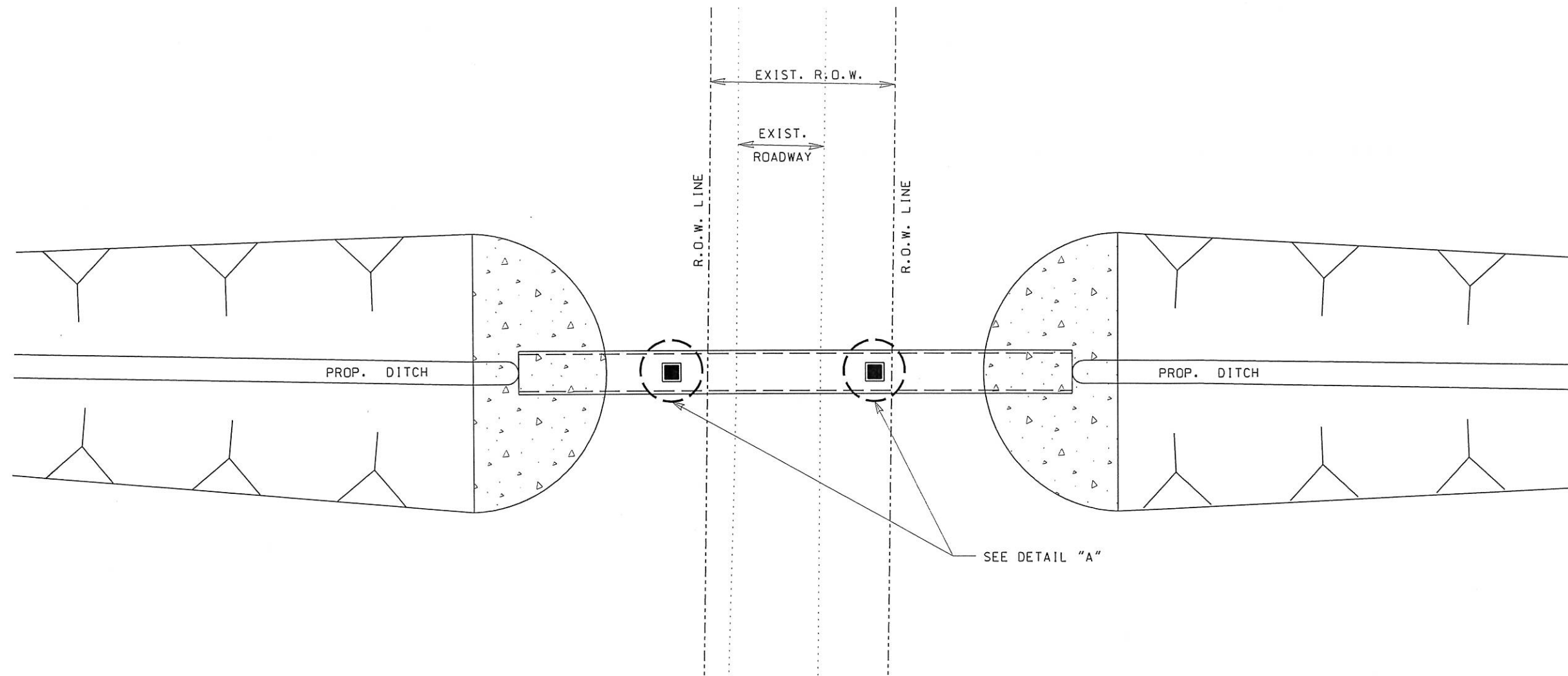
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
R. Gutierrez Engineering Corporation



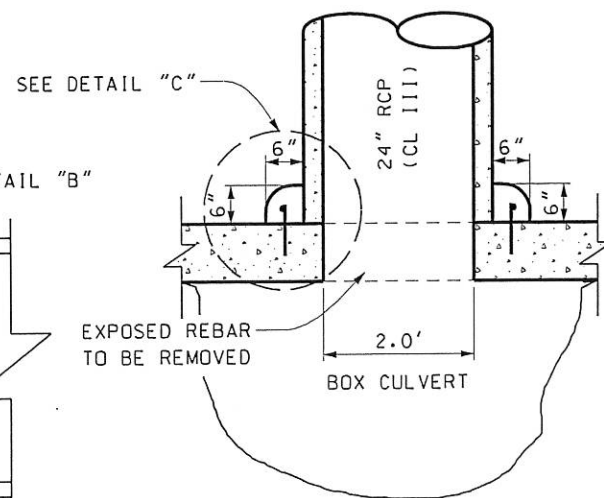
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HERNAN A. LUGO, P.E. 108728
DATE: 01/31/2014
ALTERATION OF SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
FM 495 DRAIN-WISCONSIN ROAD CROSSING
WISCONSIN ROAD
CEMENT STABILIZED BACKFILL DETAILS
LOCATION

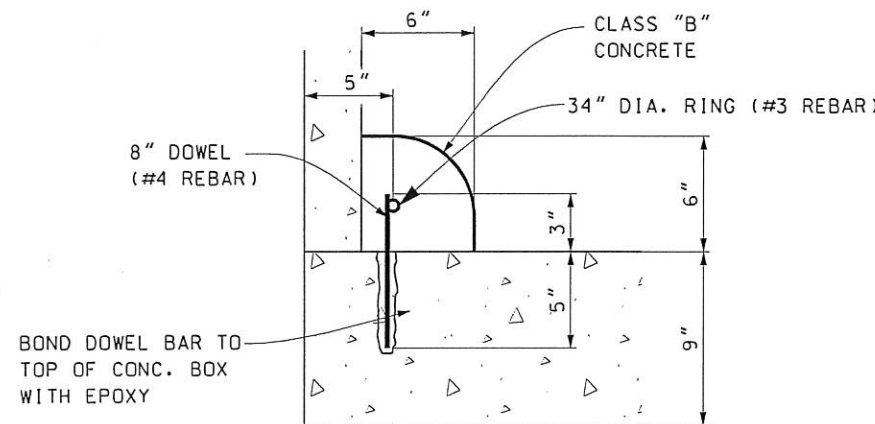
SCALE:	DATE:	FB. No.: FB	SURVEY BY:	DRAWN BY:	PREPARED BY:	CHECKED BY:	REVISION	DATE	BY



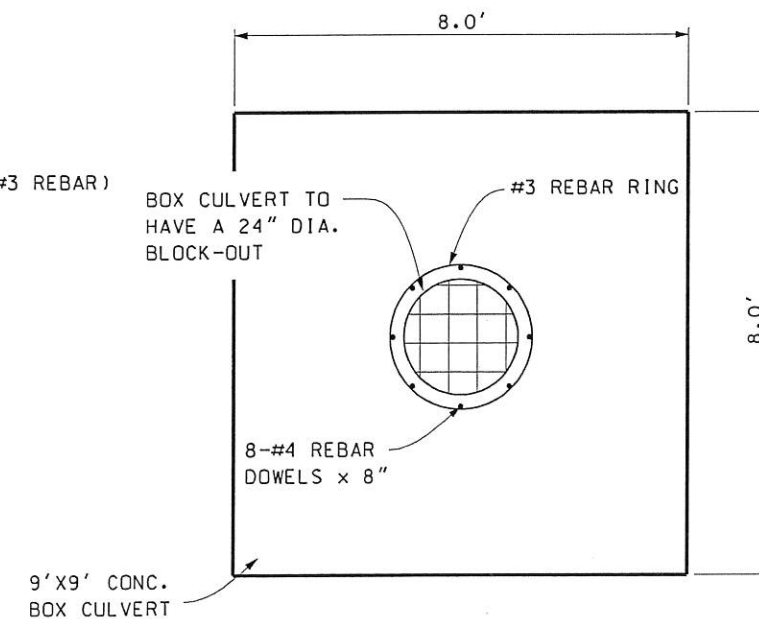
DETAIL "A"



DROP PIPE CONNECTION
DETAIL "B"



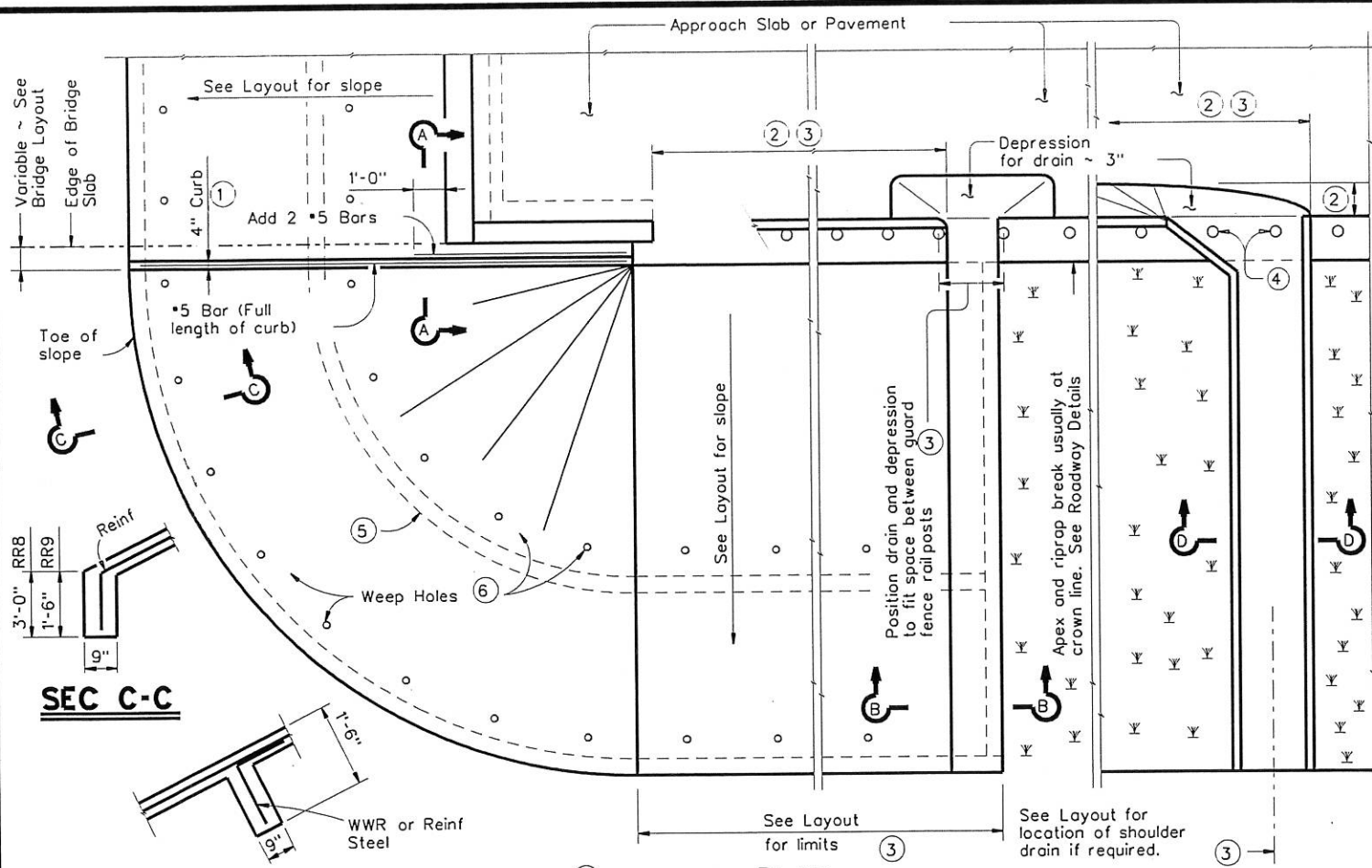
DOWEL BAR DETAIL
DETAIL "C"



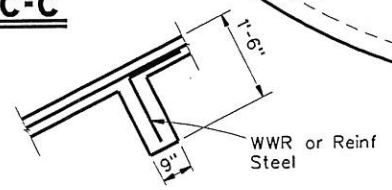
BLOCK OUT DETAIL

SCALE:	DATE:	FB. No.:	SURVEY BY:	DRAWN BY:	PREPARED BY:	CHECKED BY:	REVISION	DATE	BY

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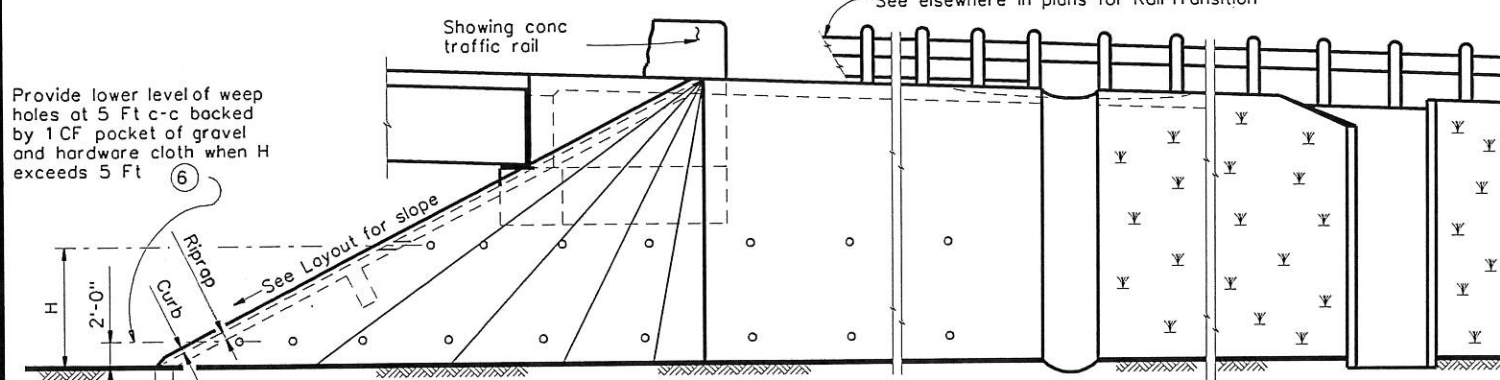


SEC C-C

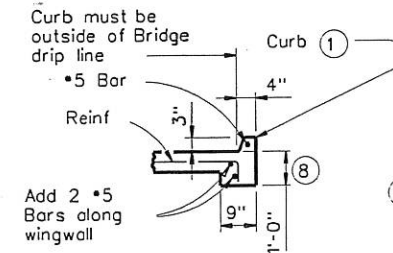


OPTIONAL INTERMEDIATE TOEWALL

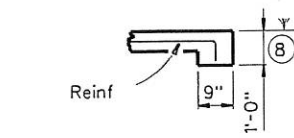
PLAN



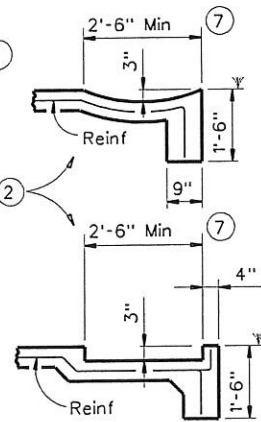
ELEVATION



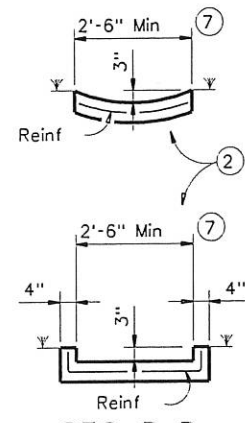
SEC A-A



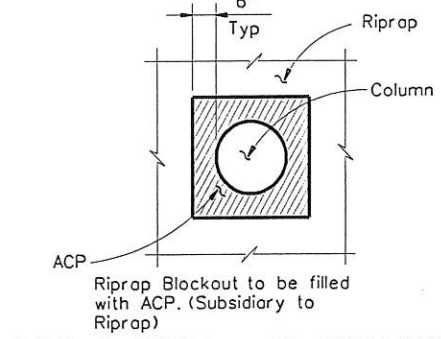
SEC B-B
(No Drain)



SEC B-B
(Shoulder Drain integral with riprap)

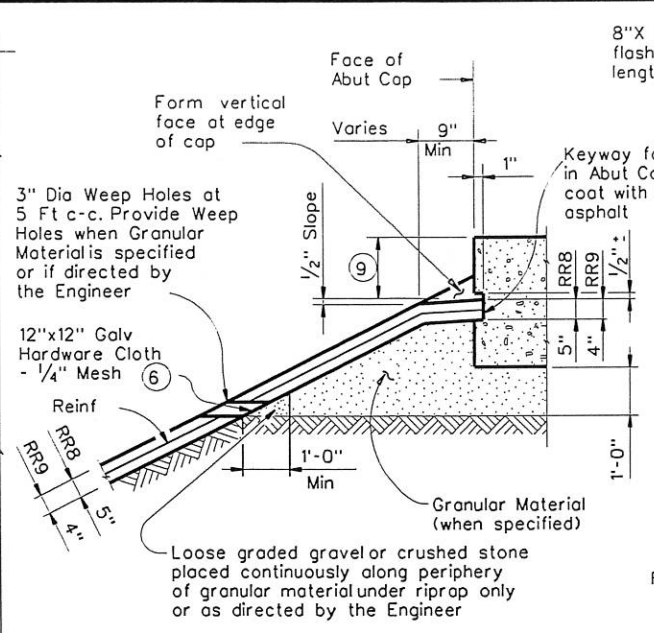


SEC D-D
(Shoulder Drain)

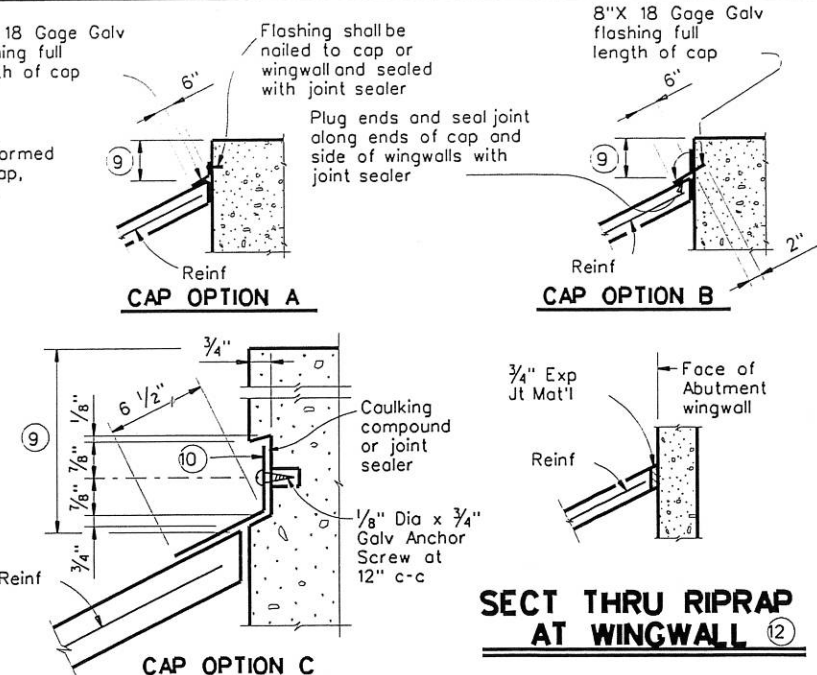


RIPRAP DETAIL AT COLUMNS

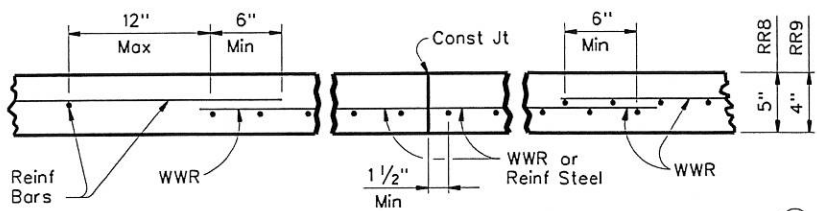
(As directed by the Engineer)



SHOWING KEYWAY OPTION



SECTIONS THRU RIPRAP AT CAP



DETAILS OF WWR, REINF AND CONST JOINT

- When riprap is shown extended around header on layout, extend slab and toewall as shown and eliminate 4" curb.
- Limits and configuration of drains and depressions shall be as shown elsewhere in plans or as directed by the Engineer.
- Location of shoulder drain must consider limitations imposed by rail transition. Do not locate shoulder drains at expansion joints between approach slab and concrete pavement.
- See details elsewhere in plans for installation of guard fence posts through concrete riprap.
- The optional intermediate toewall shall be constructed when designated elsewhere in the plans or included in the specifications.
- If erodible soils occur in the embankment
- Wider or other drain configurations shall be used if shown elsewhere in plans or if directed by the Engineer.
- Wall extension may be reduced or modified if approved by the Engineer. Wall extension shall be increased to 1'-6" whenever the optional intermediate toewall is called for in the plans.
- Top of cap to top of riprap dimension varies as directed by the Engineer. Should be 9" Min for beam/slab type bridges and 1'-6" for slab span, box beam, or slab beam bridges.
- 8" x 18 Gage Galv Sheet Metal
- The sealing option of the joint between the face of cap and riprap shall be as designated by the Engineer or as shown elsewhere on plans.
- Flashing (shown in Cap Option A) may be used at wingwall in addition to Exp Jt Mat'l if shown on plans or directed by the Engineer.
- Reinforcing bars shall be #3 at 18" Spa c-c. Welded Wire Reinforcement (WWR) shall be 6X6-W2.9XW2.9. Combinations of WWR and reinforcing bars may be used if both are permitted. Lap splices shall be a minimum of 6 inches, measured from the transverse wire of WWR, and the ends of reinforcing bars.

GENERAL NOTES:
 Concrete shall be Class "B" with a minimum compressive strength of 2,000 psi unless noted elsewhere in plans.
 All reinforcing steel shall be Grade 60.
 Reinforcing other than that shown may be used by substituting reinforcement of equal or greater unit cross-sectional area. The maximum reinforcement spacing shall be 18 inches.
 Construction joints or grooved joints extending the full slope height shall be at intervals of approximately 20 feet unless otherwise directed by the Engineer.
 Hardware cloth, loose graded stone behind weep holes, flashing, or other sealing material shall not be paid for directly but shall be subsidiary to the bid item "Riprap".
 Unless specified elsewhere in the plans to be only reinforcing bars, the riprap reinforcement may be composed of reinforcing bars, Welded Wire Reinforcement (WWR), or any suitable combination of both types.
 See Layout for limits of riprap.
 RR8 is to be used on stream crossings.
 RR9 is to be used on other embankments.

FOR CONTRACTOR'S INFORMATION ONLY:

5" of RR8	• 0.015 CY/SF
4" of RR9	• 0.012 CY/SF
#3 Reinf at 18" c-c	• 0.501 Lbs/SF
6X6-W2.9XW2.9	• 0.394 Lbs/SF

Texas Department of Transportation
 Bridge Division
CONCRETE RIPRAP AND SHOULDER DRAINS EMBANKMENTS AT BRIDGE ENDS (TYPES RR8 & RR9)
CRR

FILE: crrstdel.dgn	DW: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT June 2004	DISTRICT	FEDERAL AID PROJECT	SHEET	
REVISIONS	COUNTY	CONTROL SECT	JOB	9
			HIGHWAY	22

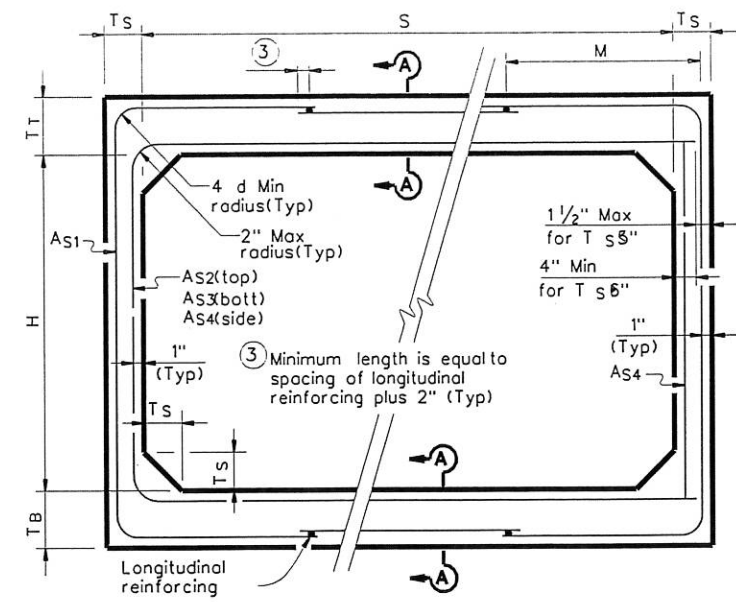
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LEVELS DISPLAYED
ACC:

BOX DATA

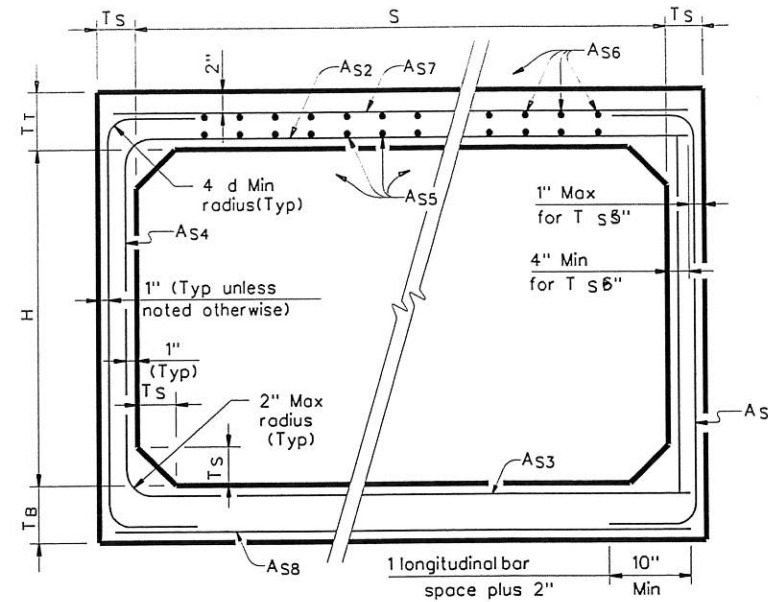
SECTION DIMENSIONS					Fill Height (ft)	M (in)	REINFORCING (in ² /ft) ②								Lift Weight (Tons) ①
S (ft)	H (ft)	T _T (in)	T _B (in)	T _S (in)			A _{S1}	A _{S2}	A _{S3}	A _{S4}	A _{S5}	A _{S6}	A _{S7}	A _{S8}	
8	4	8	8	8	#2	-	0.27	0.38	0.29	0.19	0.19	0.19	0.19	11.2	
8	4	8	8	8	2*3	50	0.31	0.34	0.32	0.19	-	-	-	11.2	
8	4	8	8	8	3-5	50	0.25	0.27	0.27	0.19	-	-	-	11.2	
8	4	8	8	8	10	45	0.26	0.28	0.29	0.19	-	-	-	11.2	
8	4	8	8	8	15	41	0.34	0.37	0.38	0.19	-	-	-	11.2	
8	4	8	8	8	20	41	0.44	0.48	0.49	0.19	-	-	-	11.2	
8	5	8	8	8	#2	-	0.24	0.40	0.32	0.19	0.19	0.19	0.19	12.0	
8	5	8	8	8	2*3	50	0.28	0.37	0.35	0.19	-	-	-	12.0	
8	5	8	8	8	3-5	45	0.23	0.29	0.30	0.19	-	-	-	12.0	
8	5	8	8	8	10	45	0.23	0.31	0.32	0.19	-	-	-	12.0	
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8	8	8	8	8	20	45	0.31	0.59	0.62	0.19	-	-	-	14.4	

① For Box Length = 8'-0"
② A_{S1} thru A_{S4}, A_{S7} and A_{S8} are minimum required areas of reinforcement per linear foot of box length. A_{S6} and A_{S5} are minimum required areas of reinforcement per linear foot of box width.



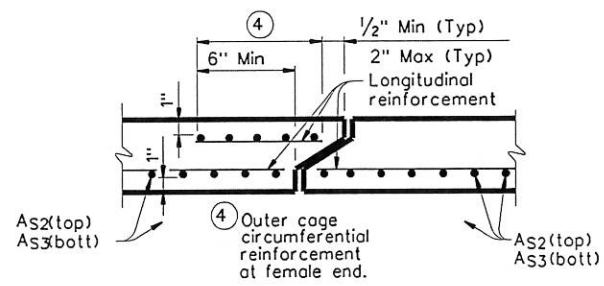
CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT 2 FT AND GREATER



CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT



SECTION A-A
(TOP AND BOTTOM SLAB JOINT REINFORCEMENT)

GENERAL NOTES:
Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.
All concrete shall be Class "H" Concrete with a minimum compressive strength of 5,000 psi.
See SCP-MD standard sheet for miscellaneous details and notes not shown.
In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Shop plans for alternate designs shall be submitted in accordance with Item "Precast Concrete Structures".

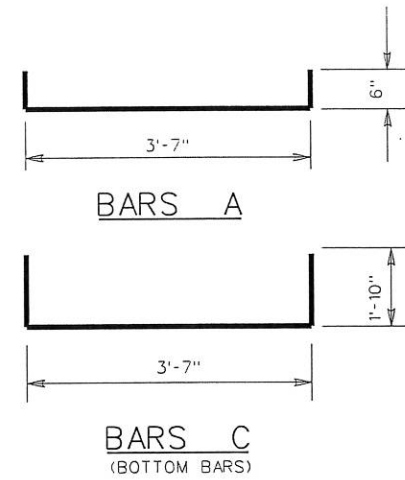
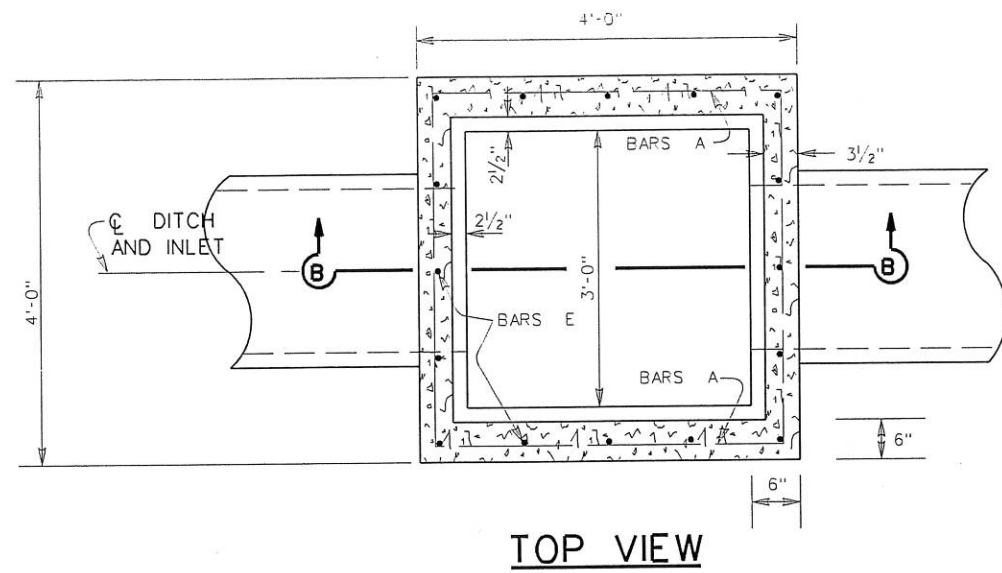
HL93 LOADING

Texas Department of Transportation
Bridge Division

SINGLE BOX CULVERTS
PRECAST
8'-0" SPAN

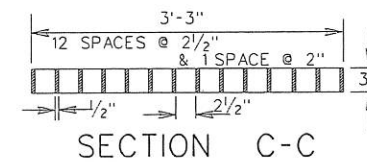
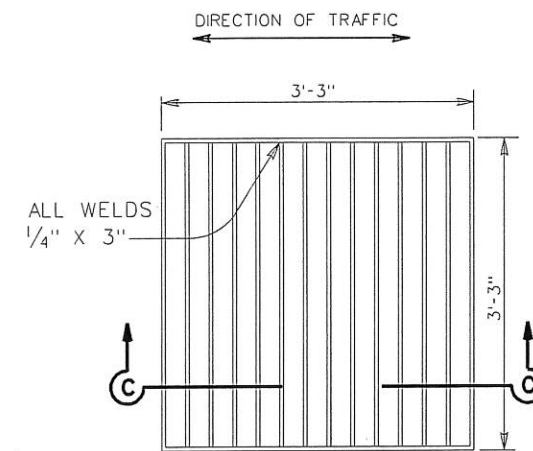
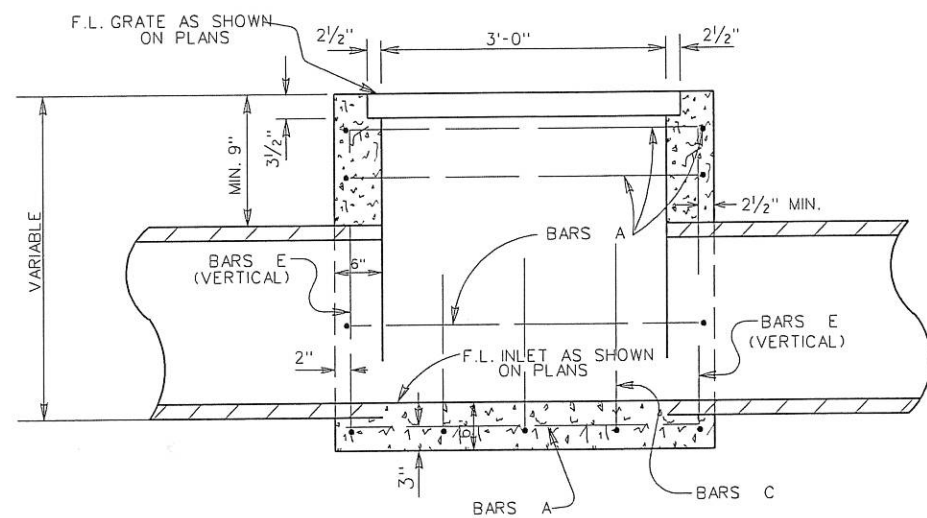
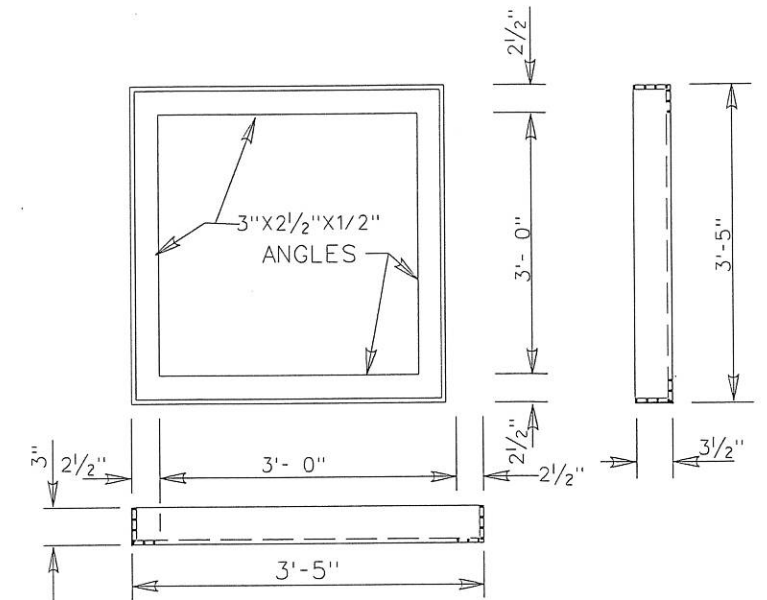
SCP-8

FILE: scp08ste.dgn	DW: GAF	CK: LMW	DW: BWH/TxDOT	CK: GAF
© TxDOT February 2010	DISTRICT	FEDERAL AID PROJECT	SHEET 10	
REVISIONS		COUNTY	CONTROL SECT	JOB HIGHWAY



REINFORCING STEEL DETAILS

NOTE: ALL STEEL TO BE NO. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS



WELDED STEEL INLET GRATE

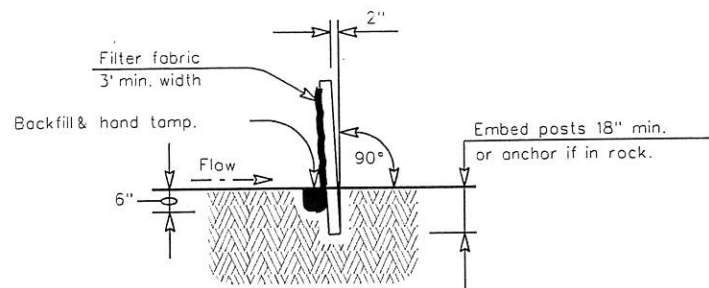
GENERAL NOTES:
TY "C" INLET TO BE USED FOR PIPES LESS OR EQUAL TO 24"

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TY "C" INLET DETAILS

REV. 4/02		INLET.DGN			
ED. NO.	FEDERAL AID PROJECT NO.	FILE NO.	SHEET NO.		
6			11		
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB HIGHWAY NO.
TEXAS	21				



SECTION A-A

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

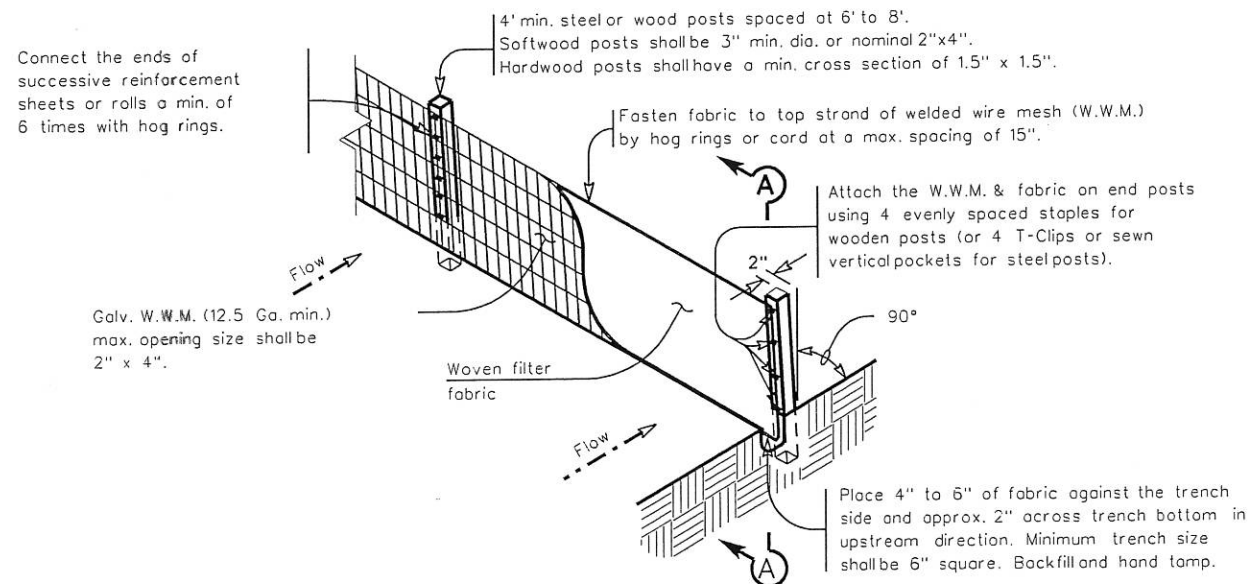
Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

PLAN SHEET LEGEND

Sediment Control Fence — SCF —

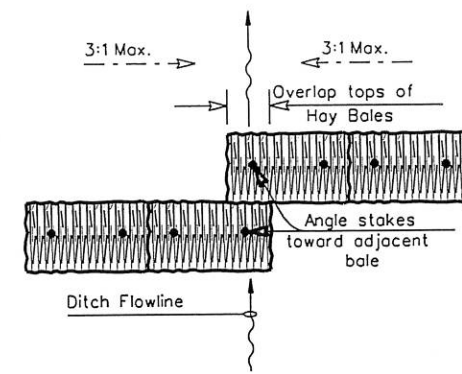
GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

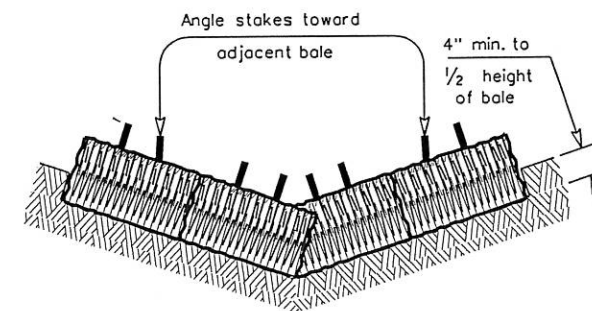


TEMPORARY SEDIMENT CONTROL FENCE

SCF



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay — BH —

BALED HAY USAGE GUIDELINES

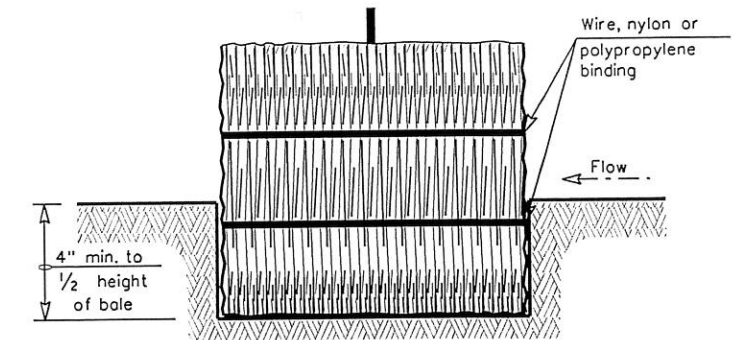
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT² of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than 1/2 acre.

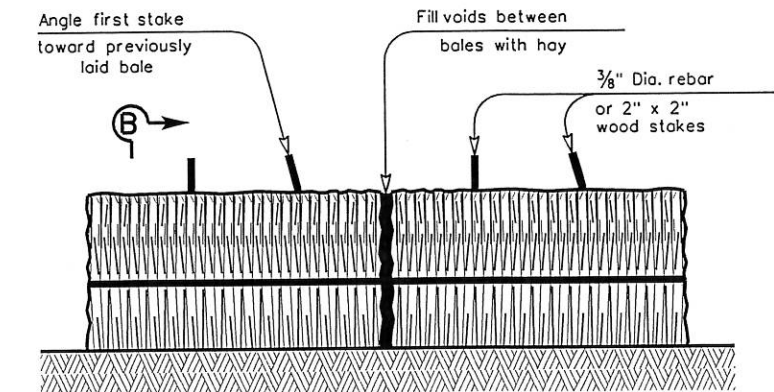
For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.



SECTION B-B



BALED HAY FOR EROSION CONTROL

BH

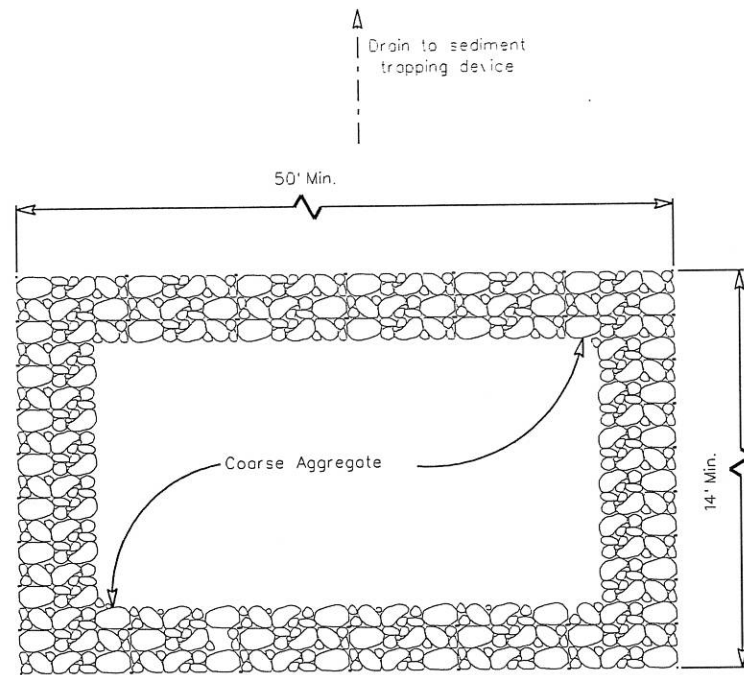
GENERAL NOTES

1. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetable matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with 3/8" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

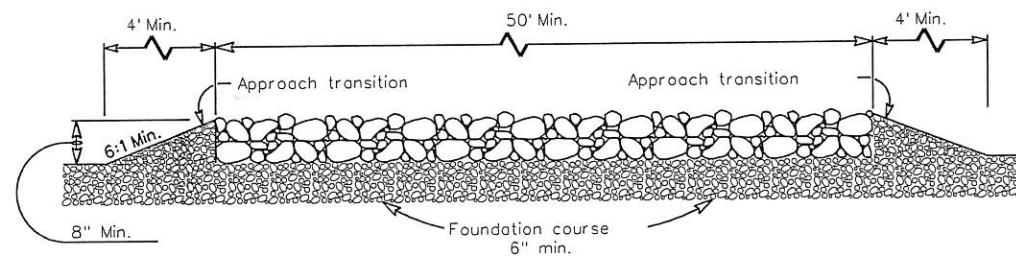


TEXAS DEPARTMENT OF TRANSPORTATION
 TEMPORARY EROSION,
 SEDIMENT AND WATER
 POLLUTION CONTROL MEASURES
 FENCE & BALED HAY
 EC(1)-93

© TxDOT 2000	FED. RD. DIST. NO.	STATE	STATE PROJECT NO.	SHEET NO.
MODIFICATIONS	6	TEXAS		12
	STATE DIST. NO.	COUNTY	CONT.	SECT.
	PHARR	Hidalgo		JOB
				HIGHWAY NO.



PLAN

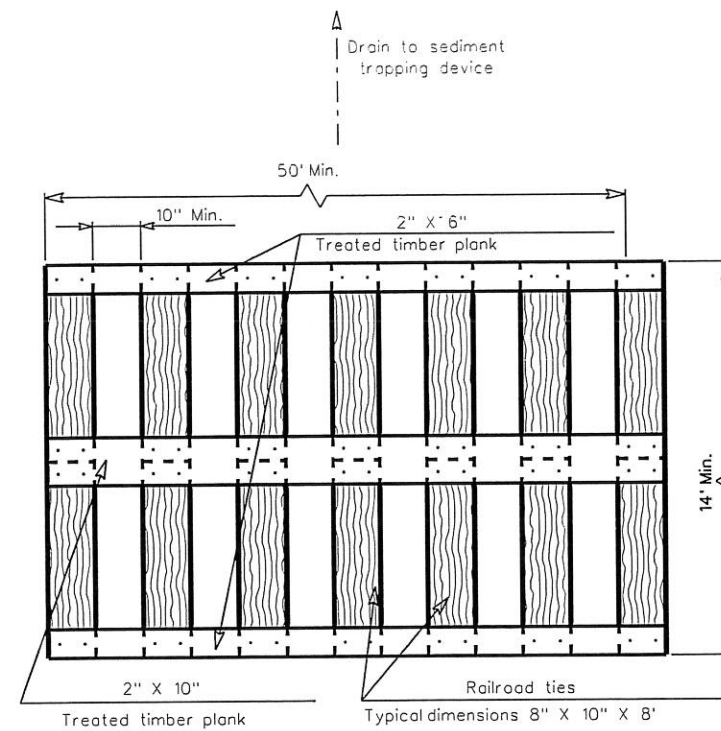


PROFILE

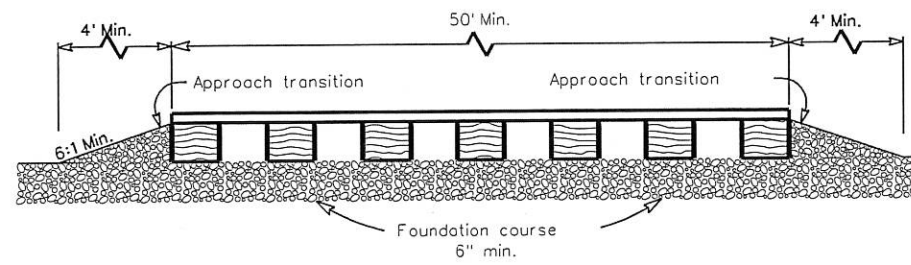
CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PLAN

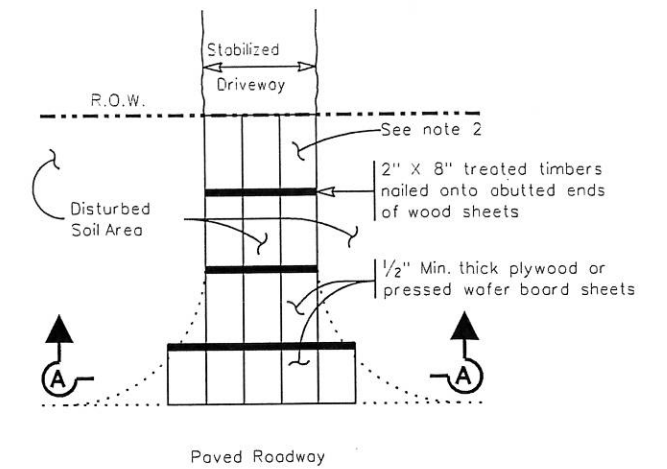


PROFILE

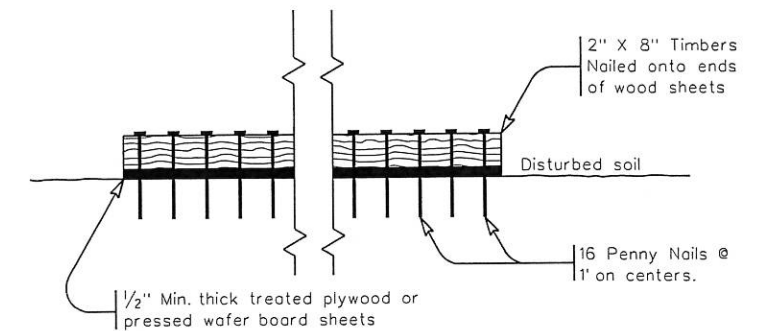
CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with 1/2" x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PLAN



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



TEXAS DEPARTMENT OF TRANSPORTATION
 TEMPORARY EROSION,
 SEDIMENT AND WATER
 POLLUTION CONTROL MEASURES
 CONSTRUCTION EXITS
 EC(3)-93

© TxDOT 2000	FED. RD. DIV. NO.	STATE	STATE PROJECT NO.	SHEET NO.
MODIFICATIONS	6	TEXAS		13
	STATE DIST. NO.	COUNTY	CONT. SECT. JOB	HIGHWAY NO.
	PHARR	HIDALGO		

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ACC: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

Definition of Responsibilities and Purpose of the Barricade and Construction (BC) Standard Sheets

1. The Barricade and Construction Standard Sheets (BC SHEETS) are intended to show typical examples for placement of traffic control devices, construction pavement markings, and typical construction signs. These sheets alone shall not be used for the Traffic Control Plan (TCP), but may be used to supplement the TCP. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The BC SHEETS are intended for use by the following groups:
 - a. **TxDOT Engineers**-these sheets provide typical design requirements and guidelines for TCP's, example sign placement locations, information on approved sign supports, reflective sheeting, sign substrates and other approved traffic control devices. An evaluation of field conditions and engineering judgement must be considered when designing and implementing the TCP in the field.
 - b. **TxDOT Inspectors**-these sheets show typical sign placement and guidelines. These sheets provide information on approved traffic control devices and lists responsibilities of TxDOT and Contractor personnel for implementing and maintaining the TCP.
 - c. **Contractors**-these sheets show approved devices and locations the Contractor may install and maintain on the roadway. The BC Sheets serve as a reminder that the Engineer is responsible for the design of the TCP and the Contractor may not alter the TCP without written approval of the Engineer. The Contractor is responsible for implementation of the TCP, including maintaining the traffic control devices.
3. The development and design of the TCP is the responsibility of the Engineer. The Engineer/Designer, when possible, shall ensure lane shifts and detours meet the applicable design criteria contained in the American Association of State Highway and Transportation Officials (AASHTO) "Policy on the Geometric Design of Highways and Streets" or the TxDOT "Roadway Design Manual." The Engineer or his/her assigned responsible person, typically an inspector, has the final decision on the location of all traffic control devices shown in the plans.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the location of any device without the approval of the Engineer/Inspector. Any variation in the plans shall be documented by written agreement between the Engineer/Inspector and the Contractor's Responsible Person. All agreed upon changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary or a memorandum to the project file.
5. The Engineer/Inspector shall ensure that construction work zone signs are installed with adequate spacing between the signs so the legibility of existing permanent and other work zone signs is not obstructed or compromised. All signs should fulfill a need, command attention, convey a clear and simple message, command respect of the road users and give adequate time for proper response.
6. Additional traffic control devices are needed in advance of the Control-Section-Job (CSJ) limits in those cases where a work area is at or less than 2000 feet inside the CSJ limits. Follow the applicable TCP sheets for exact spacing of signs and channelizing devices placed outside the CSJ limits.
7. The traffic control devices used in the illustrations shown on the BC sheets are examples only. The TxDOT Engineer/Inspector must evaluate field conditions and use their judgement to determine the most appropriate traffic control device to be used. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary or a memorandum to the project file.
8. As shown on BC(2), the OBSERVE WARNING SIGNS STATE LAW, BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The Engineer/Inspector should ensure adequate spacing between existing signs.
9. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor will erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
10. The Engineer/Inspector may require duplicate construction warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
11. Except for devices required by Note 8, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer/Inspector shall specify the sign size based on the TMUTCD or the table, "Typical Construction Warning Sign Size and Spacing," shown on BC(2).
13. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas 1980." Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
14. After the traffic control devices have been installed, the Engineer/Inspector should drive the work zone area both during the day and after dark to ensure the devices are properly positioned, spaced, legible and are reflective. The Contractor shall be notified of any deficiencies and shall correct the deficiencies within an agreed upon time.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
 Traffic Operations Division - TE
 Texas Department of Transportation
 125 East 11th Street
 Austin, Texas 78701-2483
 Phone (512) 416-3120
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

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 Click on "About TxDOT",
 Click on "Functional Organizational Chart",
 Click on Traffic Operations Box,
 Click on "Compliant Work Zone Traffic Control Devices",
 again click on "Compliant Work Zone Traffic Control Devices".
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STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

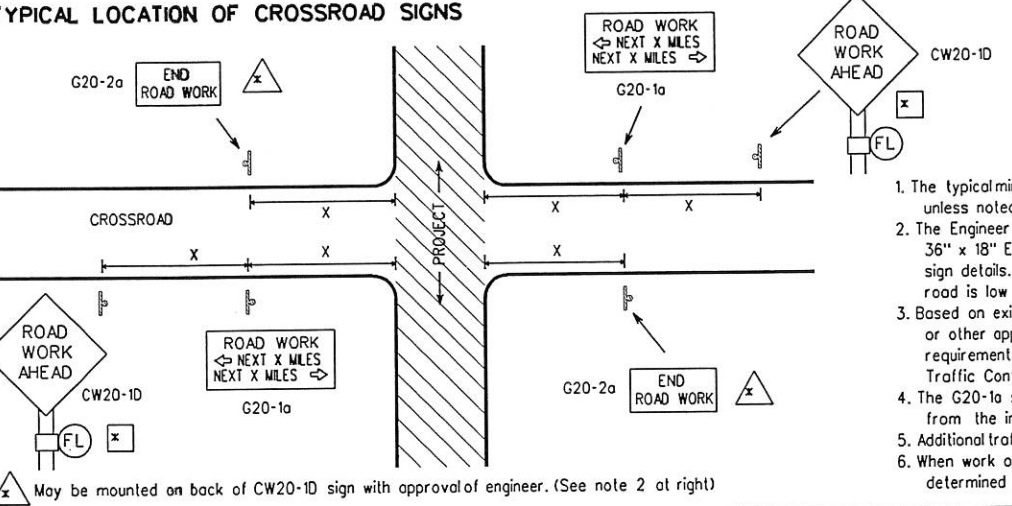
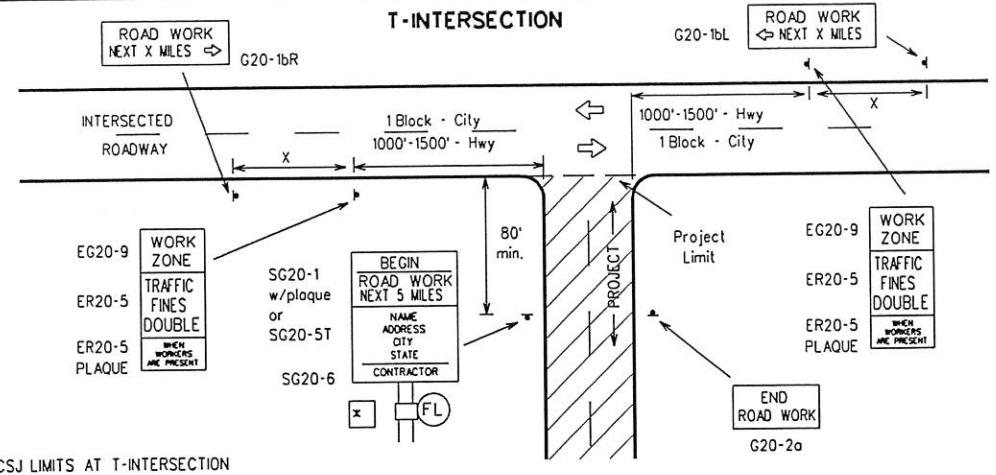
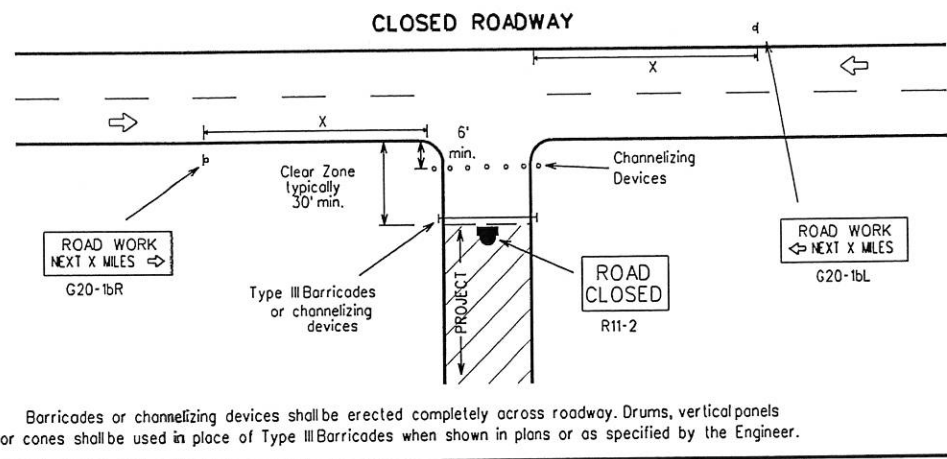
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BC(1)-03

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REVISIONS	STATE DISTRICT	FEDERAL REGION	PROJECT NUMBER		SHEET
	6				14
	COUNTY	CONTROL	SECTION	JOB	HIGHWAY

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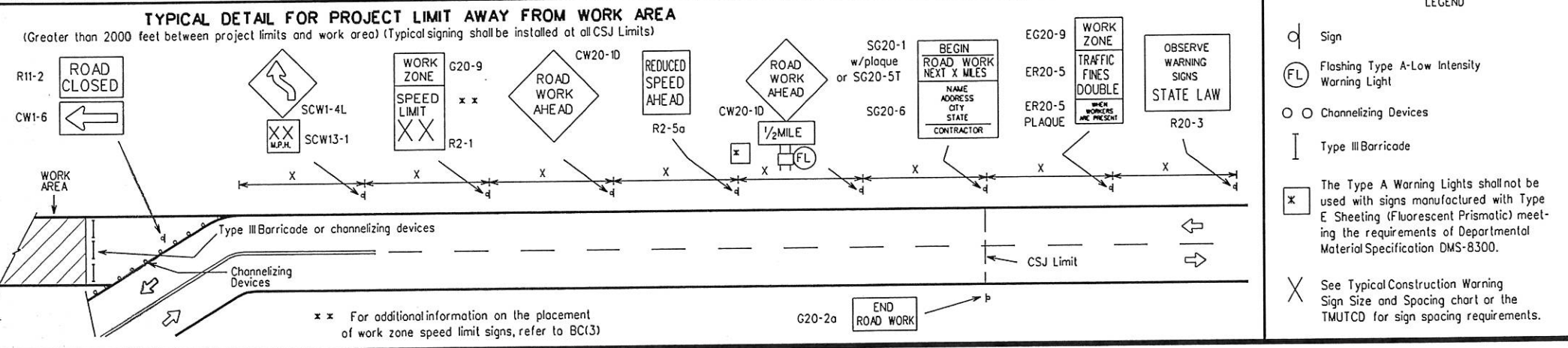
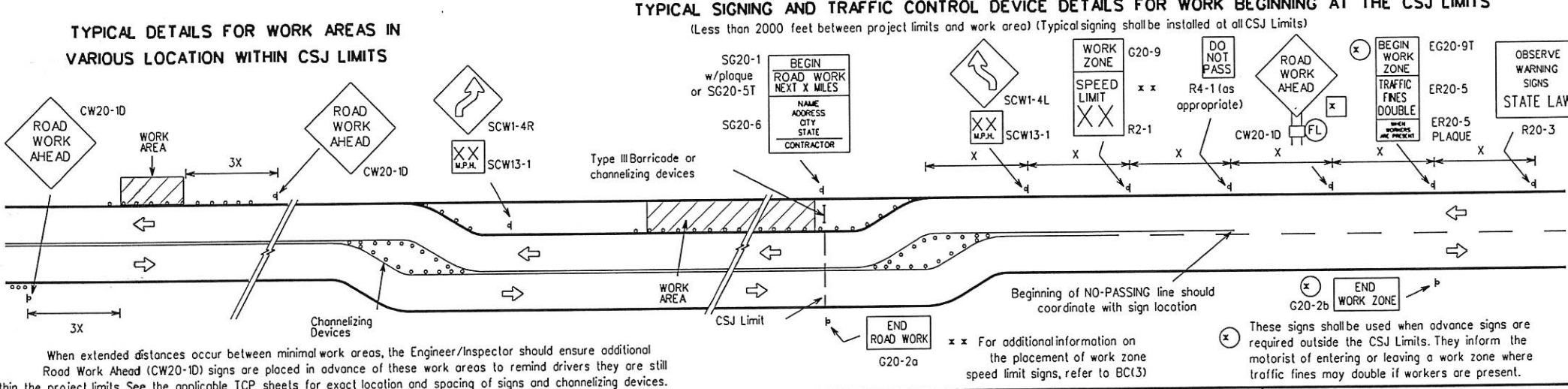
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 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63



CSJ LIMITS AT T-INTERSECTION

1. A ROAD WORK NEXT X MILES (G20-1bR(L)) sign should be erected on the intersected highway as shown above.
2. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
3. The Engineer/Inspector shall ensure that construction work zone signs are installed with adequate spacing between the signs so the legibility of existing permanent and other work zone signs is not obstructed.

1. The typical minimum signing on a crossroad approach should be a CW20-1D ROAD WORK AHEAD sign and a G20-2a END ROAD WORK sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (MCW20-1D) sign mounted back to back with the reduced size 36" x 18" END ROAD WORK (SG20-2a) sign on low volume crossroads. See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The G20-1a sign shall be required on major crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.



LEGEND

- Sign
- Ⓛ Flashing Type A-Low Intensity Warning Light
- Channelizing Devices
- ▮ Type III Barricade
- ⓧ The Type A Warning Lights shall not be used with signs manufactured with Type E Sheeting (Fluorescent Prismatic) meeting the requirements of Departmental Material Specification DMS-8300.
- ✕ See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

1.5.6

Posted Speed	Sign Spacing "X"	Long-term Or Intermediate-term Stationary Approach Warning Signs CW20 and CW21 Series		Short-term Stationary Or Short Duration Approach Warning Signs CW21 Series		Other Warning Signs
		Standard inches	Minimum inches ⁴	Standard inches ⁷	Minimum inches ⁷	
30	120	48 x 48	36 x 36	30 x 30	24 x 24	30 x 30 or 36 x 36
35	160			36 x 36	30 x 30	
40	240	Use Standard Size	Use Standard Size	48 x 48	Use Standard Size	48 x 48
45	320					
50	400					
55	500 ²	Use Standard Size	Use Standard Size	48 x 48	Use Standard Size	48 x 48
60	600 ²					
65	700 ²					
70	800 ²	Use Standard Size	Use Standard Size	48 x 48	Use Standard Size	48 x 48
75	900 ²					
*	*	Use Standard Size		Use Standard Size		Use Standard Size

* For typical sign spacings on expressways and freeways, see Part VI of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign and/or distance between each additional sign.

General Notes:

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. For use only on secondary roads or city streets where speeds are low.
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Appendix A or the "Standard Highway Sign Design" manual for complete list of available sign design sizes.
7. Where two sizes are listed, see sign size listing in "TMUTCD", Appendix A or the "Standard Highway Sign Design" manual for proper size.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
 Traffic Operations Division • TE
 Texas Department of Transportation
 125 East 11th Street
 Austin, Texas 78701-2483
 Phone (512) 416-3120
 Fax (512) 416-3299

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 Click on "About TxDOT".
 Click on "Functional Organizational Chart".
 Click on Traffic Operations Box.
 Click on "Compliant Work Zone Traffic Control Devices".
 Again click on "Compliant Work Zone Traffic Control Devices".
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STANDARD PLANS
 TEXAS DEPARTMENT OF TRANSPORTATION
 Traffic Operations Division

BARRICADE AND CONSTRUCTION PROJECT LIMIT STANDARD

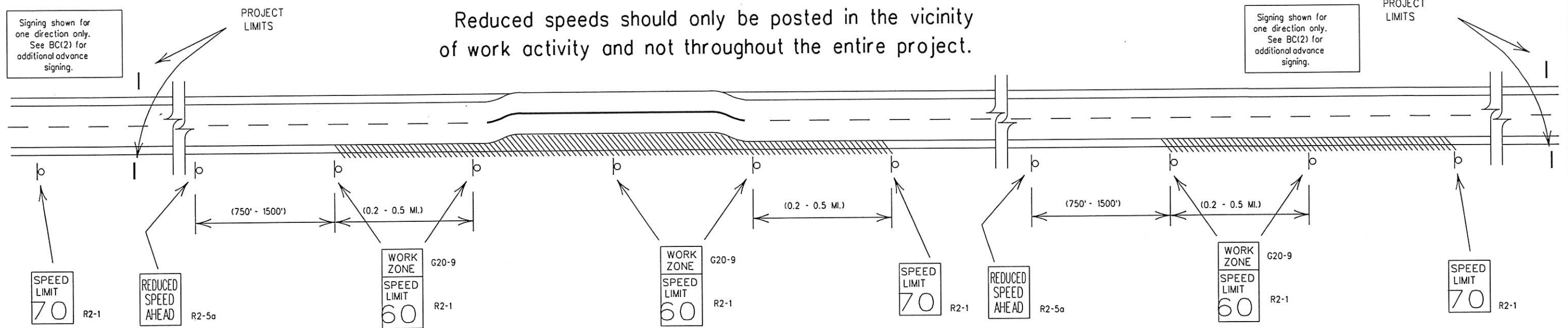
2 of 12 **BC(2)-03**

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STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT		SHEET	
6				15	
COUNTY	CONTROL	SECTION	JOB	HIGHWAY	

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMIT signs should be posted and visible to the motorists at all times. Work activity in the area of reduced speed zone should be greater than 12 consecutive hours per day. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- a) rough road or damaged pavement surface
- b) substantial alteration of roadway geometrics (diversions)
- c) construction detours
- d) grade
- e) width
- f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, work activity is within 15 feet of pavement edge or actually on the pavement.

SHORT TERM WORK ZONE SPEED LIMIT signs should be posted and visible to the motorists only when work activity is present. Work activity in the area of reduced speed should be less than 12 consecutive hours. When work activity is not present, signs should be covered with an approved sign cover or removed from work area.

GENERAL NOTES:

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed controls of major importance. Regulatory work zone speed signs (R2-1) should be removed during periods when they are not needed to minimize interference with traffic.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of speed limit signs should be:
 - 40 mph and greater 0.2 to 2 miles
 - 35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background.
6. Fabrication, erection and maintenance of REDUCED SPEED AHEAD sign, WORK ZONE plaque and SPEED LIMIT signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless otherwise noted.
8. Techniques that may help reduce traffic speeds. (In order of effectiveness.)
 - A. Flagger stationed next to sign.
 - B. Low enforcement.
 - C. Portable changeable message sign (PCMS).
 - D. Low-power radar transmitter.
9. Refer to "Work Zone Speed Limit Work Sheets 1 and 2" to determine when a construction speed zone should be required.

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STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

**BARRICADE AND CONSTRUCTION
 WORK ZONE SPEED LIMIT
 STANDARD**

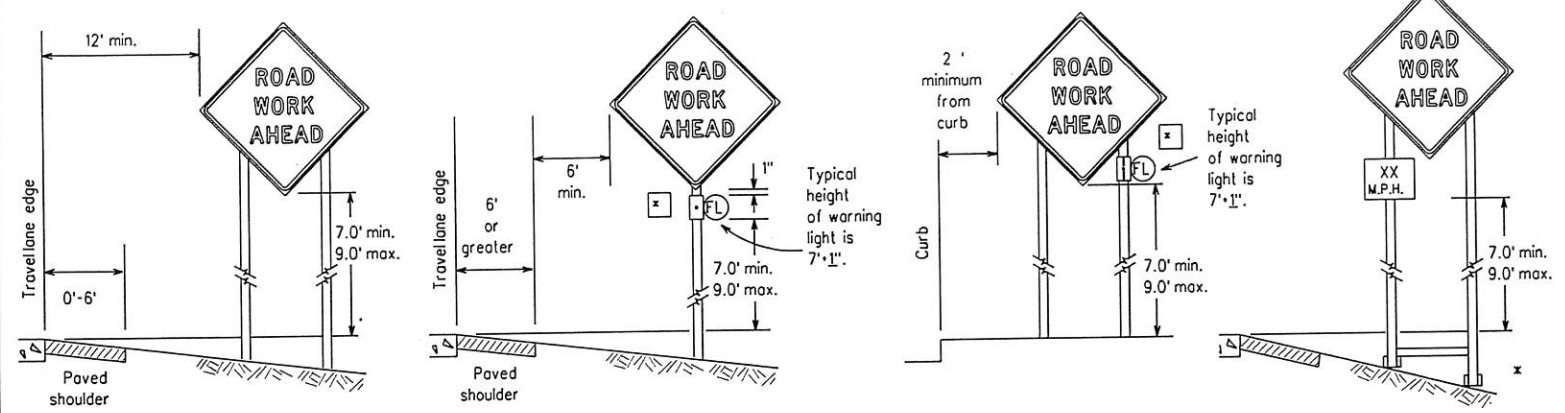
3 of 12 **BC(3)-03**

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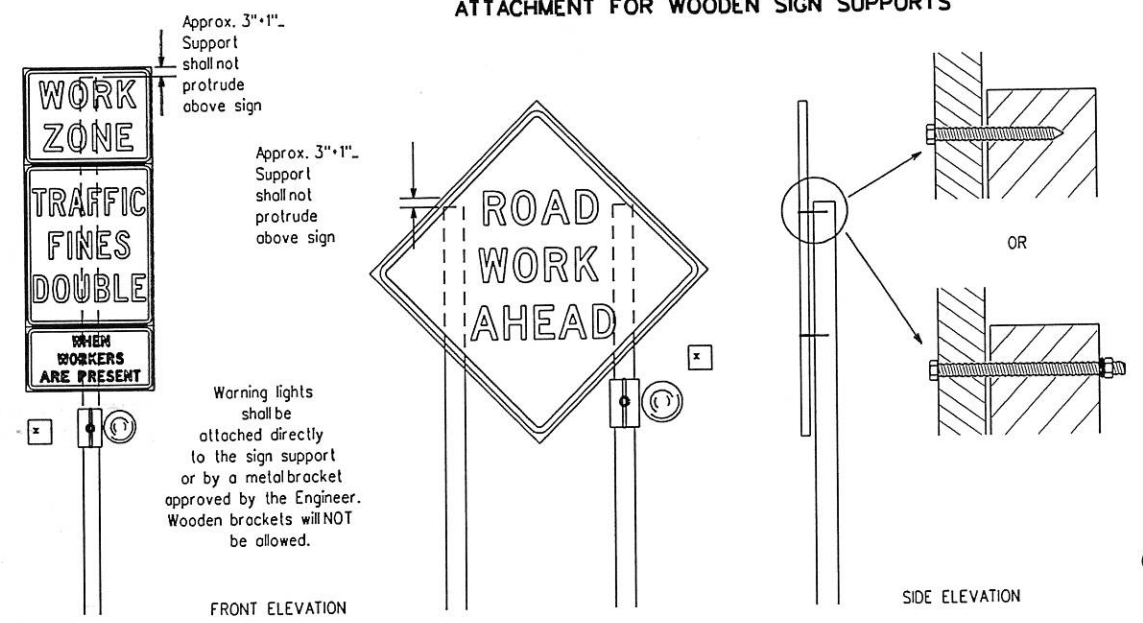
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



It is the intent of these plans to provide positive guidance to motorists throughout the project limits by the use of signs, pavement markings, delineation and/or channelizing devices. All traffic control devices shall conform with the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" list (CWZTCD).

x When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

ATTACHMENT FOR WOODEN SIGN SUPPORTS



Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails will NOT be allowed.
Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Supports shall not be extended or repaired by splicing or other means.

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

- Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
- When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
- When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
- If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
- If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
- Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
Traffic Operations Division - TE
Texas Department of Transportation
125 East 11th Street
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Click on "Functional Organization Chart",
Click on Traffic Operations Box,
Click on "Compliant Work Zone Traffic Control Devices",
again click on "Compliant Work Zone Traffic Control Devices".
This site is printable.

- FL Flashing Type A - Low Intensity Warning Light
- x The Type A Warning lights shall not be used with Type E Sheeting (Fluorescent Prismatic) meeting the requirements of DMS-8300.

GENERAL NOTES FOR WORK ZONE SIGNS

- Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
 - Wooden sign posts shall be painted white.
 - Barricades shall NOT be used as sign supports.
 - Nails shall NOT be used to attach signs to any support.
 - All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
 - The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes. The additional signs requested by the Engineer/Inspector shall not be subsidiary.
 - The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so that the Engineer can verify the correct procedures are being followed.
 - The contractor is responsible for sign installations and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
 - Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1".
 - The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.
- Duration of Work (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part VI)**
- The types of sign supports, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring that the sign support and substrate meets crashworthiness and length of work requirements.
 - Long-term stationary - work that occupies a location more than 3 days.
 - Intermediate-term stationary - work that occupies a location from overnight to 3 days.
 - Short-term stationary - daytime work that occupies a location from 1 to 12 hours.
 - Short duration - work that occupies a location up to 1 hour.
 - Mobile - work that moves intermittently or continuously. Does not stop for more than 15 minutes at a time.

SIGN MOUNTING HEIGHT

- The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface.
- The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
- Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
- Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday.
- Regulatory signs shall be mounted at least 7 feet, but not more than 9.0 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

- The Engineer may allow the use of smaller size construction warning signs on secondary roads or city streets where speeds are low if the sign size is listed as an option on the "Typical Construction Warning Sign Size and Spacing" chart shown on BC(2).
- The Contractor shall furnish the sign sizes shown in plans, the BC Sheets, the TCP sheets or as directed by the Engineer.

SIGN SUBSTRATES

- The Contractor shall ensure that the sign substrate is allowed for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
- "Mesh" type materials are NOT an approved sign substrate.
- All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign faces.

REFLECTIVE SHEETING

- Reflectorized signs shall be constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 or DMS-8310. The DMS specifications can be accessed from the following web address:
<http://manuals.dot.state.tx.us/80/dynaweb/colmates/dms/@Generic BookView>
- White sheeting, meeting the requirements of DMS-8300 Type C (High Specific Intensity), shall be used for signs with white background and channelizing devices.
- Orange sheeting, meeting the requirements of DMS-8300 Type E (Fluorescent Prismatic), shall be used for signs with orange backgrounds.

SIGN LETTERS

- All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

- When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
- Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This type of sign support meets the crashworthiness standards regardless of the direction of impact. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
- Signs installed on skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
- When signs are covered, the material used shall be opaque, such as heavy mil black plastic.
- Burlap shall NOT be used to cover signs.
- Duct tape or other adhesive material shall NOT be affixed to a sign face. These materials can damage the retroreflectivity of sign sheeting.
- Signs shall be removed upon completion of the work.

SIGN SUPPORT WEIGHTS

- Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended.
- The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
- Rock, concrete, iron, steel or other solid objects will not be permitted for use as sign support weights.
- Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
- Sandbags shall be made of a durable material that tears upon vehicular impact.
- Rubber (such as tire inner tubes) shall NOT be used for sandbags.
- Rubber ballasts (such as those used with cones or edgeline channelizers) shall NOT be used as sign support weights.
- Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
- Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

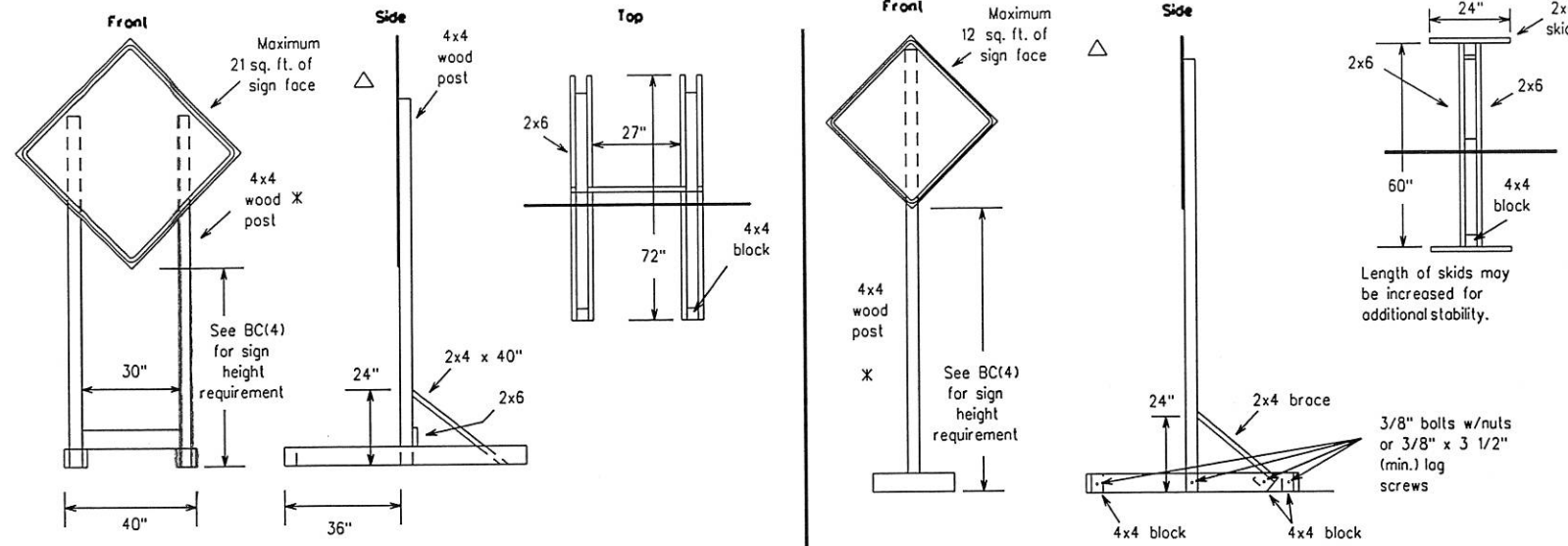
**BARRICADE AND CONSTRUCTION
TEMPORARY SIGN NOTES
STANDARD**

4 of 12 BC(4)-03

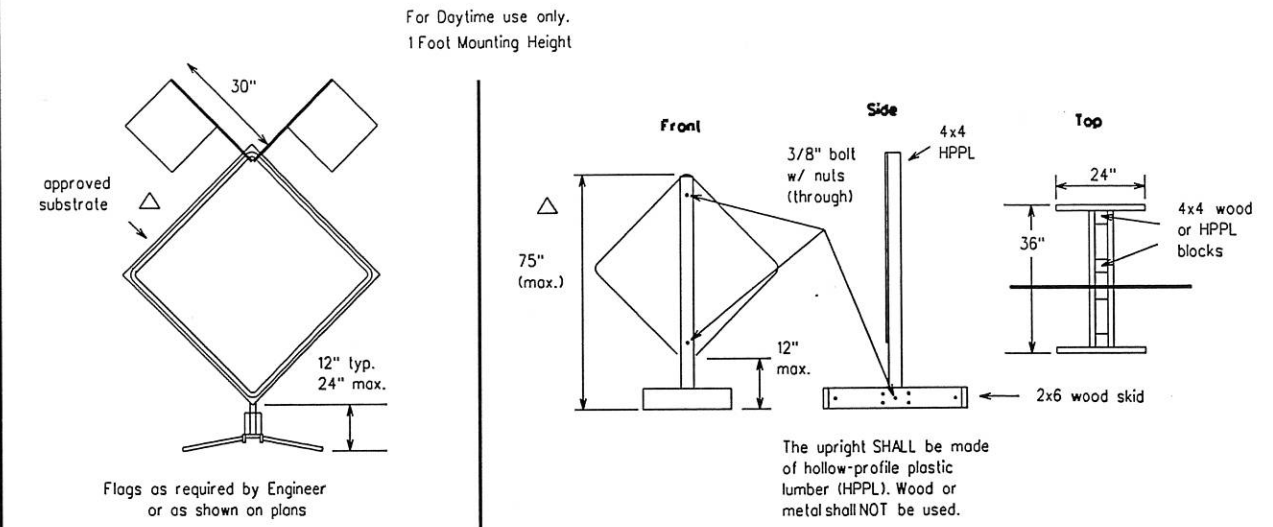
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COUNTY	CONTROL	SECTION	JOB	HIGHWAY

EXAMPLES OF SKID MOUNTED SIGN SUPPORTS

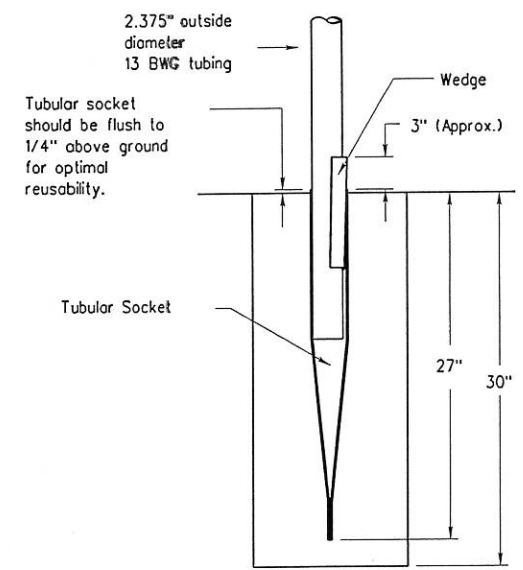
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS



SHORT TERM STATIONARY/SHORT DURATION - PORTABLE SIGN SUPPORTS



EXAMPLES OF GROUND MOUNTED SIGN SUPPORTS



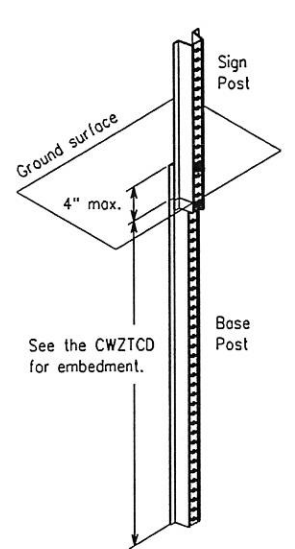
WEDGE ANCHOR SYSTEM WITH THIN-WALL TUBE

The wedge anchor system with thin wall tubing may be used to support up to 10 sq. ft. of sign area.

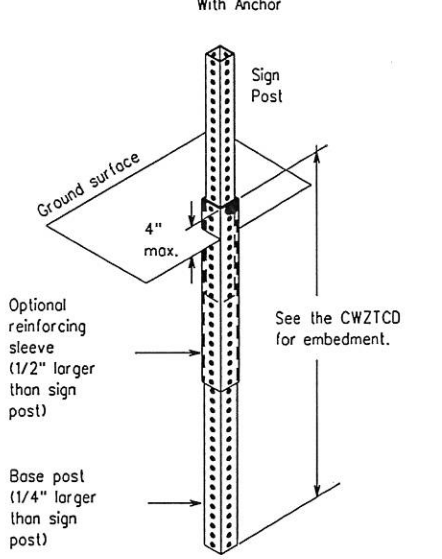
Where solid rock is encountered at ground level, the foundation shall be a minimum depth of 18 inches. When solid rock is encountered below ground level, the foundation shall extend in the solid rock a minimum depth of 18 inches or provide a minimum foundation depth of 30 inches. If solid rock is encountered, the socket/stub may be reduced in length as required to a min. length of 18 inches. Any material removed from the socket/stub shall be from the bottom and the clearance requirements shown above must still be adhered to. The inner surfaces of the socket/stub must remain free of debris. Install Wedge Anchor System per manufacturer recommendations. Attach the sign to the sign post. Insert the sign post into the socket and align the sign face with the roadway. Drive the wedge into the socket to secure post. This will leave approximately 3 inches of the wedge exposed.

Supports shall be straight within 1/4 inch per 5 feet of length and shall have a smooth, uniform finish free from defects affecting strength or appearance. Any bolt holes and sheared ends shall be free from burrs.

WING CHANNEL

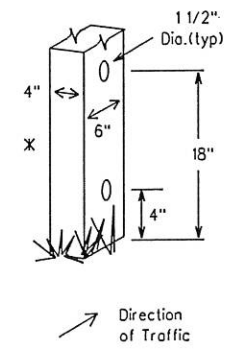


PERFORATED SQUARE METAL TUBING



Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



Nominal Post Size	Maximum No. of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

No more than 2 sign posts shall be mounted within a 7 ft. circle.

When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

See BC(4) for definition of "Work Duration."

Sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
 Traffic Operations Division - TE
 Texas Department of Transportation
 125 East 11th Street
 Austin, Texas 78701-2483
 Phone (512) 416-3120
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - www.dot.state.tx.us
 Click on "About TxDOT",
 Click on "Functional Organizational Chart",
 Click on Traffic Operations Box,
 Click on "Compliant Work Zone Traffic Control Devices",
 again click on "Compliant Work Zone Traffic Control Devices".
 This site is printable.

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT STANDARD

5 of 12 **BC(5)-03**

© TxDOT 11-4-02		DRW: JMT	DES: GRB	DWG: FDN	CHK: CAL
STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT			SHEET
6					18
COUNTY	CONTROL	SECTION	JOB	HIGHWAY	

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ACCI: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

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ACC: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- PCMS placed on the shoulder or within the R-O-W, but are not behind a concrete traffic barrier shall have a minimum of four plastic drums placed perpendicular to traffic, on the upstream side of the PCMS.
- Messages on PCMS should contain no more than 8 words (four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed.
- Each phase of the message should convey a single thought.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- Specify the actual days of the week; e.g., TUES THROUGH FRI or TUES-FRI in the coming week that work activity will occur.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for two seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the words "Danger" or "Caution" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated.

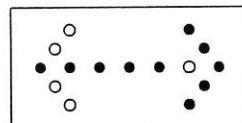
Word or Phrase	Abbreviation	Word or Phrase	Abbreviation
Access Road	ACCES RD	Miles	MI
Air Quality	AIR QLT	Miles Per Hour	MPH
Avenue	AVE	Time Minutes	Time MIN
Best Route	BEST RTE	Monday	MON
Boulevard	BLVD	Normal	NORM
Bridge	BRDG	North	N
Canal	CANT	Parking	PKING
Center	CNTR	Parking Lot	PRK LOT
Construction Ahead	CONST AHEAD	Road	RD
Detour Route	DETOUR RTE	Right Lane	RGT LN
East	E	Saturday	SAT
Emergency	EMER	Service Road	SERV RD
Emergency Vehicle	EMER VEH	Shoulder	SHLDR
Entrance, Enter	ENT	Slippery	SLIP
Express Lanes	EXP LANE	South	S
Expressway	EXPWY	Speed	SPD
Distance Feet	DISTANCE FT	Street	ST
Fog Ahead	FOG AHD	Sunday	SUN
Freeway	FRWY, FWY	Telephone	PHONE
Freeway Blocked	FWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DWNTN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Highway	HWY	Travelers	TRVLRS
Hours	HR	Tuesday	TUES
Information	INFO	Turnpike	Name TRNPK
Left	LFT	Upper Level	UPPR LVL
Left Lane	LFT LN	Warning	WARN
Lane Closed	LN CLSD	Wednesday	WED
Lower Level	LOWR LVL	Weight Limit	WT LIMIT
Maintenance	MAINT	Wet Pavement	WET PVMT
Roadway designation *	IH-number, US-number, SH-number, FM-number	West	W

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND CONCRETE TRAFFIC BARRIER.

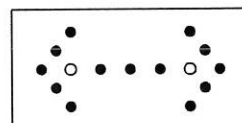
TYPICAL FLASHING ARROW PANEL

- The Flashing Arrow Panel should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Panels should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Panel.
- The Flashing Arrow Panel should be able to display the following symbols:

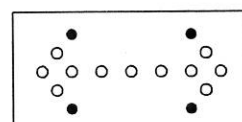
Flashing RIGHT (LEFT) ARROW



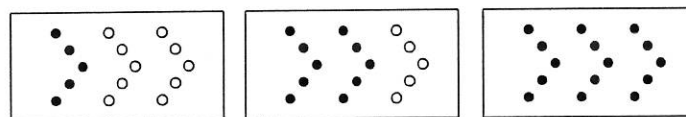
Flashing DOUBLE ARROW



Flashing CAUTION



- The "CAUTION" display consists of four corner lamps flashing simultaneously.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Panel shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.



- The Flashing Arrow Panel shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Panel SHOULD NOT BE USED to laterally shift all lanes of traffic on a multi-lane roadway at once.

TYPE	REQUIREMENTS		
	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION: Flashing Arrow Panels shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW PANEL FROM THE RIGHT-OF-WAY OR PLACE THE ARROW PANEL BEHIND CONCRETE TRAFFIC BARRIER.

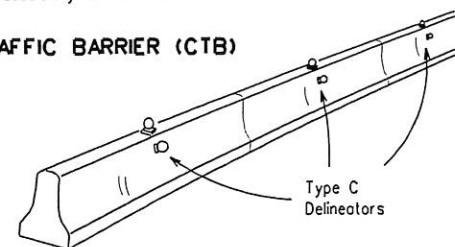
TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the dates shown in the CWZTCD to ensure that the TMA meets the age requirements and the crashworthiness criteria established by the Federal Highway Administration (FHWA) for TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned approximately 100 feet or less in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is on an extended distance from the TMA.

TYPE C DELINEATORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

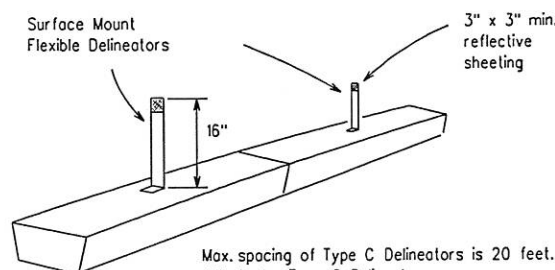
- Type C Delineators shall be prequalified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Type C Delineators can be found at the following Web site: <http://ftp.dot.state.tx.us/pub/txdot-info/gsd/pdf/dms8600preq.pdf>.
- Color of delineators shall be as specified in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD). The cost of the Type C Delineators shall be considered subsidiary to Item 502.

CONCRETE TRAFFIC BARRIER (CTB)

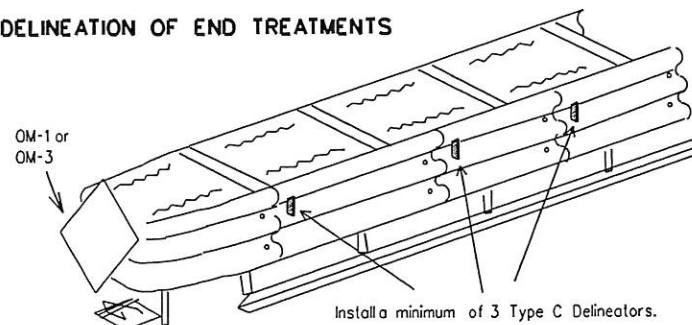


- Two (2) Type C Delineators should be mounted on each section of CTB in approximately the midsection of the CTB. The Type C Delineator on the side of the CTB shall be installed directly below the Type C Delineator mounted on top of the CTB.
- Maximum spacing of Type C Delineators is 40 feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attach Type C Delineators on CTB as per manufacturer's recommendations.
- Missing or damaged Type C Delineators shall be replaced as directed by the Engineer.

LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS



DELINEATION	APPROACHING TRAFFIC	
	BOTH SIDES	ONE SIDE
	OM-1	OM-3 or Vertical Panel

Attach the Type C Delineators as per manufacturer's recommendations.

WARNING LIGHTS

- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with signs. They are intended to warn of an approaching potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type E Sheeting (Fluorescent Prismatic) meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
 Traffic Operations Division - TE
 Texas Department of Transportation
 125 East 11th Street
 Austin, Texas 78701-2483
 Phone (512) 416-3120
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STANDARD PLANS
 Texas Department of Transportation
 Traffic Operations Division

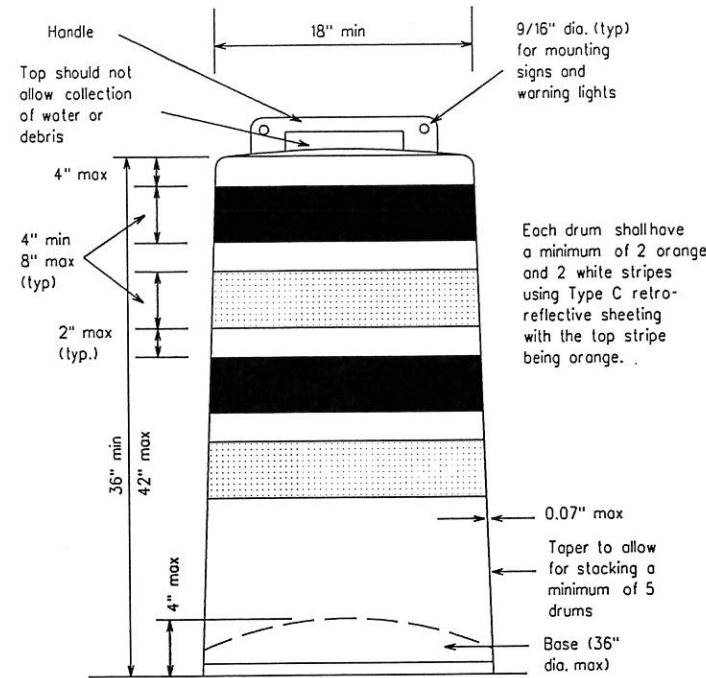
**BARRICADE AND CONSTRUCTION
 ARROW & MESSAGE SIGNS,
 REFLECTORS & WARNING LIGHT
 STANDARD**

6 of 12 BC(6)-03

© TxDOT 11-4-02		00- BAS	00- GRB	00- FON	00- CAL
REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT		SHEET
	6				19
	COUNTY	CONTROL	SECTION	JOB	HIGHWAY

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LEVELS DISPLAYED
 ACC: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63



GENERAL NOTES

- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Engineer/Inspector shall provide written notice to the Contractor regarding the replacement of drums or other traffic control devices. The Contractor shall have a maximum of 24 hours to replace any plastic drums or other traffic control devices identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

Prequalified plastic drums shall meet the following requirements:

GENERAL DESIGN REQUIREMENTS

- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, delineator reflector unit or non-plywood sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectORIZED space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
- Drum body shall have a minimum unballasted weight of 7.7 lbs. and maximum unballasted weight of 11 lbs. The wall of the drum

body shall be a minimum of 0.07 inch in thickness. Weight of any drum supplied shall not vary more than 0.5 lb. from that of the prequalified sample.

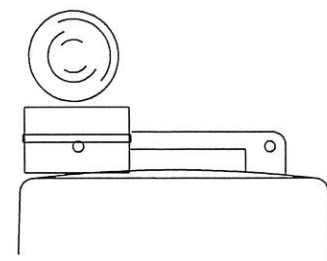
10. Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Flat Surface Reflective Sheeting." High Specific Intensity (Type C) retro-reflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in place and exhibit no delaminating, checking, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.

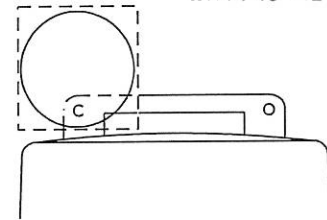


Type C Warning Light or approved substitute mounted adjacent to the travel way.

WARNING LIGHTS AND DELINEATORS MOUNTED ON PLASTIC DRUMS

- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A flashing warning lights are not intended for delineation and shall not be used in a series.
- Type C steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A and Type C warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- Type A Class 1, Type A Class 2, or Type B Reflector Units (D & OM Standard) may be attached to drums to delineate the intended vehicular path. The color of the reflector unit shall correspond to the pavement marking it is supplementing or for which it is substituting (left edgeline-yellow or right edgeline-white). The reflective unit shall be attached to the handle of the drum using the mounting hole nearest the travel lane and shall be aligned perpendicular to approaching traffic.
- Delineators may be used as directed by the Engineer. Delineators may not be used as a substitute for warning lights.

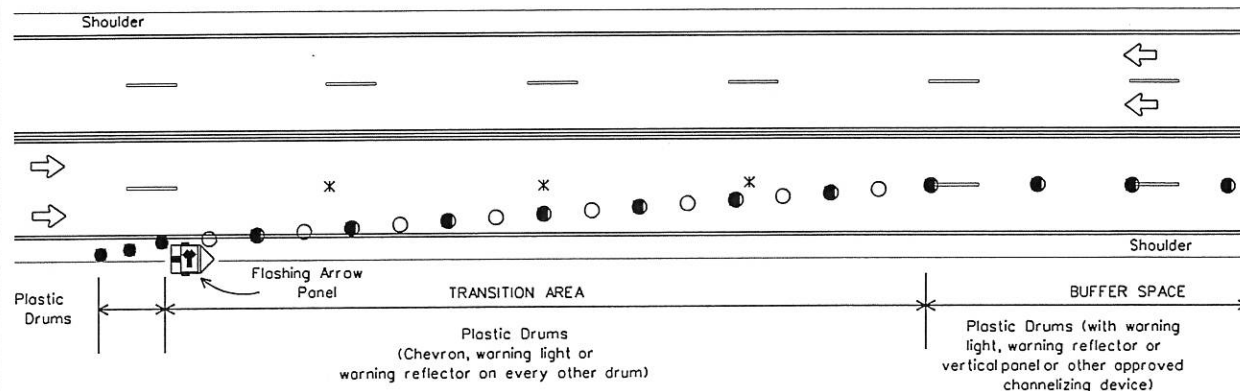
WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C WARNING LIGHTS



Warning reflector may be round or square. Must have a reflective surface area of at least 30 square inches

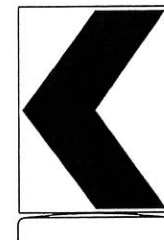
- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectORIZED, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectORIZED sheeting. They do not have to be reflectORIZED where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type D (Non-fluorescent Prismatic).
- When used near two-way traffic, both sides of the warning reflector shall be reflectORIZED.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.

TYPICAL DETAIL OF LANE CLOSURE USING PLASTIC DRUMS AS CHANNELIZING DEVICES

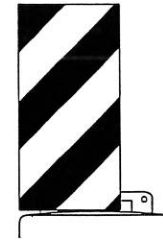


Provide adequate sight distance when placing lane closures. Do not place lane closures in vertical or horizontal curves. See BC(8) for table showing the spacing of channelizing devices in the taper and tangent section.

* NOTE: Lane lines shall be removed when the lane closure occupies a location for longer than 2 weeks.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24" Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type E (Fluorescent Prismatic) sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Flat Surface Reflective Sheeting," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type C (High Specific Intensity). Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

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 Traffic Operations Division • TE
 Texas Department of Transportation
 125 East 11th Street
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STANDARD PLANS
 Texas Department of Transportation
 Traffic Operations Division

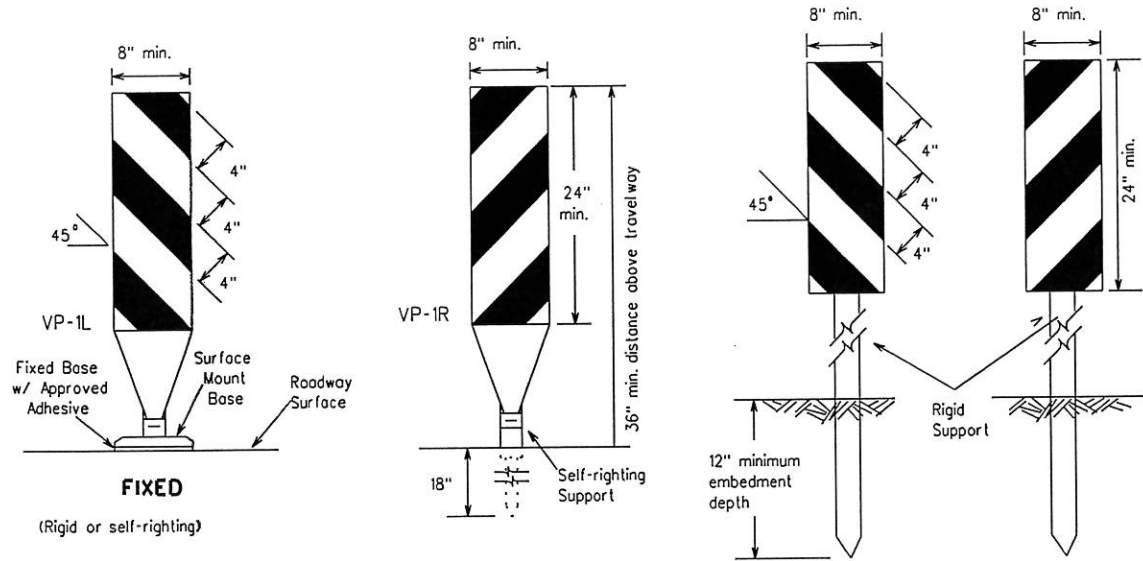
**BARRICADE AND CONSTRUCTION
 PLASTIC DRUM
 STANDARD**

7 of 12 BC(7)-03

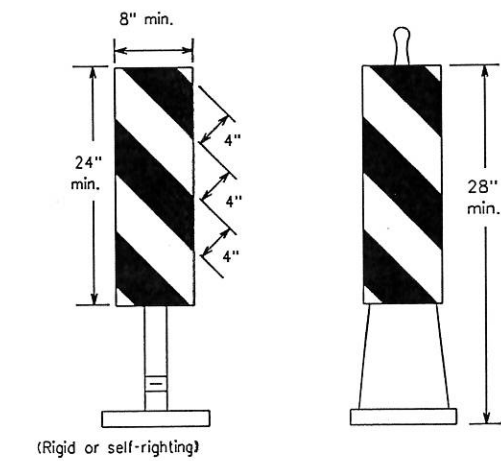
REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
	6			20
	COUNTY	CONTROL	SECTION	JOB
				HOURLY

CHANNELIZING DEVICES

VERTICAL PANELS



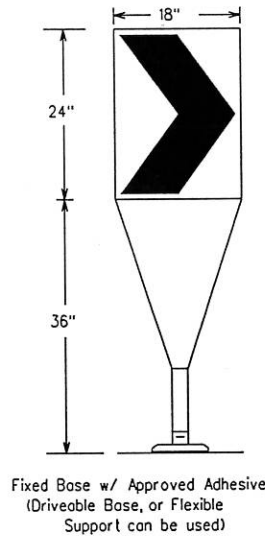
DRIVEABLE



PORTABLE

- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways, freeways, and on high speed roadways shall have a minimum of 2 square feet of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless noted otherwise.

CHEVRONS



- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black non-reflective legend. Sheeting for the chevron shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8320.

GENERAL NOTES:

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The contractor shall maintain devices in a clean condition and replace damaged, non-reflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh approximately 35 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.
- Examples on this sheet are the most commonly used channelizing devices in work zones. For other devices, refer to the CWZTCD.

Posted Speed	Formula	Minimum Desirable Taper Lengths x x			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = WS ² / 60	150'	165'	180'	30'	60'-75'
35		205'	225'	245'	35'	70'-90'
40		265'	295'	320'	40'	80'-100'
45	L = WS	450'	495'	540'	45'	90'-110'
50		500'	550'	600'	50'	100'-125'
55		550'	605'	660'	55'	110'-140'
60		600'	660'	720'	60'	120'-150'
65		650'	715'	780'	65'	130'-165'
70		700'	770'	840'	70'	140'-175'
75		750'	825'	900'	75'	150'-185'

x x Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.) S=Posted Speed (MPH)

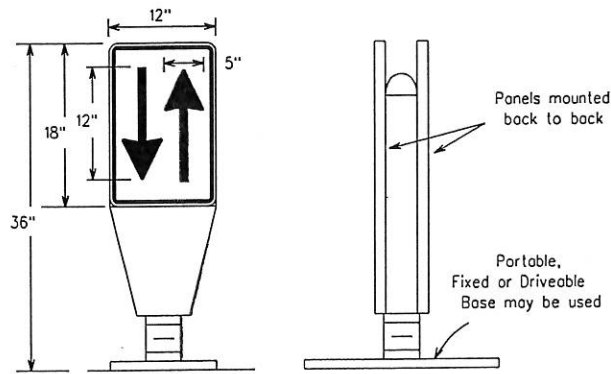
Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
Traffic Operations Division - TE
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483
Phone (512) 416-3120
Fax (512) 416-3299

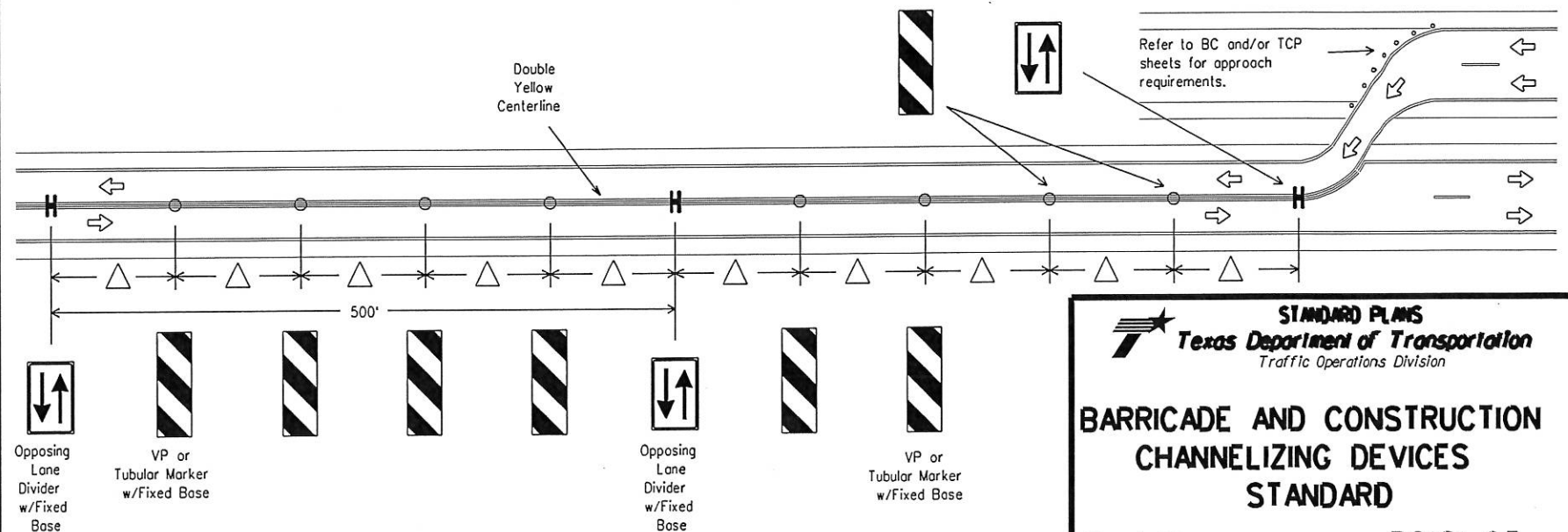
Instructions to locate the "CWZTCD" on TxDOT website are:

Start of website - www.dot.state.tx.us
Click on "About TxDOT",
Click on "Functional Organizational Chart",
Click on "Traffic Operations Box",
Click on "Compliant Work Zone Traffic Control Devices",
again click on "Compliant Work Zone Traffic Control Devices".
This site is printable.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust. The OTLD is placed on a flexible self-righting support that returns to an upright position when impacted by a vehicle.
- The OTLD may be used in combination with simple tubular markers or vertical panels (vp's).
- Spacing between the OTLD shall not exceed 500 feet. Tubular markers or vp's placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8320.



△ Spacing between the VP's or tubular markers shall not exceed 100 feet. On roadways with speeds less than 45 MPH, spacing between the tubular markers or VP's shall be as shown on the channelizing spacing table shown on this page. If the table shows spacing greater than 100 feet based on the roadway speed, then use a maximum of 100 feet spacing between the tubular markers or VP's. Every fifth channelizing device shall be an OTLD. Spacing between the OTLD shall not exceed 500 feet. When using this type of traffic control set-up, the OTLD, VP's or tubular markers shall have the fixed base with approved adhesive per the manufacturer's recommendations.

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

8 of 12 BC(8)-03

TxDOT 11-4-02		DR- BAS	CD- GRB	DW- FDN	CC- CAL
STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT		SHEET	
6				21	
COUNTY	CONTRACT	SECTION	JOB	HIGHWAY	

DISCLAIMER
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

ACC:
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

DISCLAIMER
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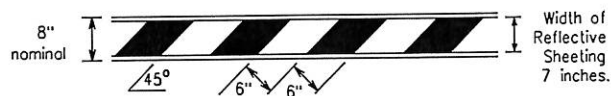
5. DISPLAYED
 ACC: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

TYPE III BARRICADES

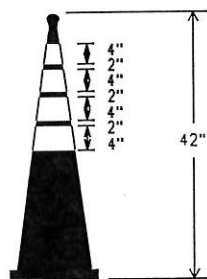
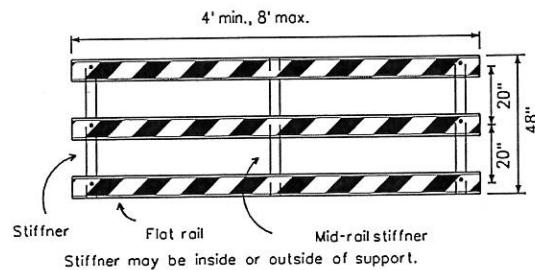
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type III Barricades and a list of all materials used in the construction of Type III Barricades.
2. Type III Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.

Barricades shall NOT be used as a sign support.

TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

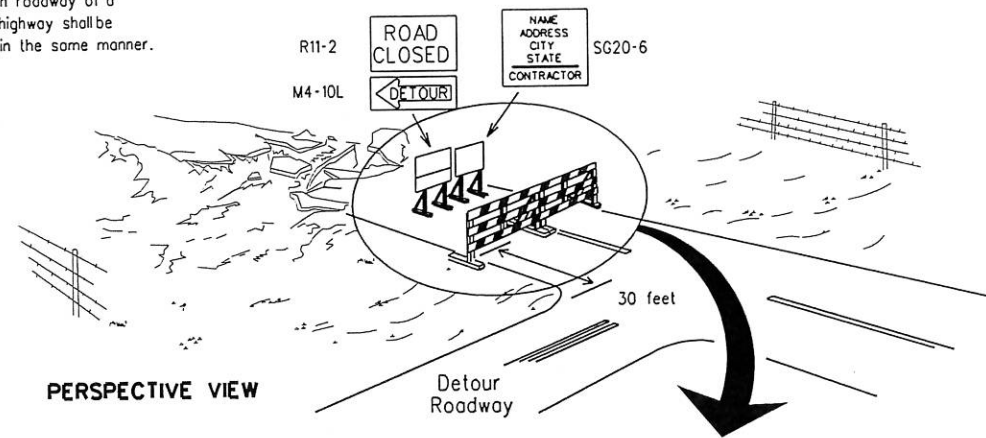


EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane.
2. This device shall not be used to separate lanes of traffic (toposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

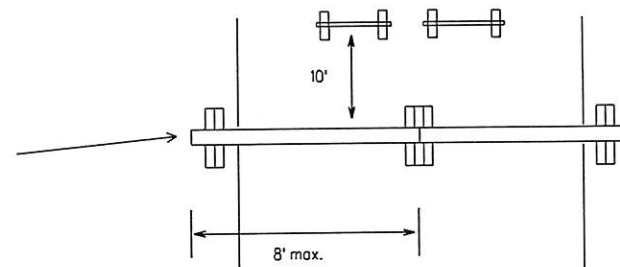
TYPE III BARRICADE (POST AND SKID) TYPICAL APPLICATION

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

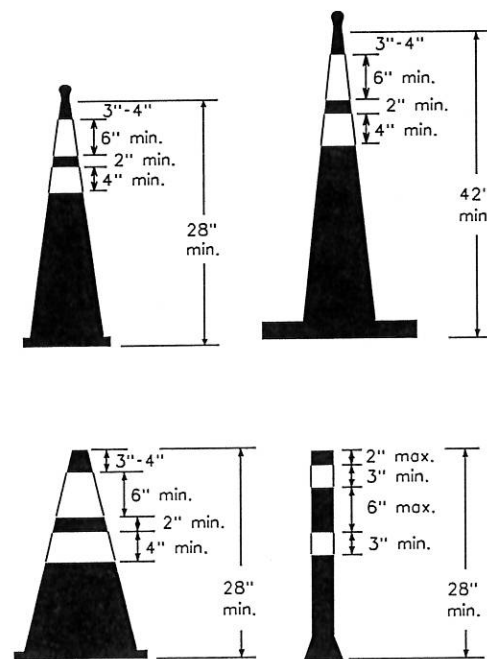
The three rails on Type III barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.



PLAN VIEW

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type III Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

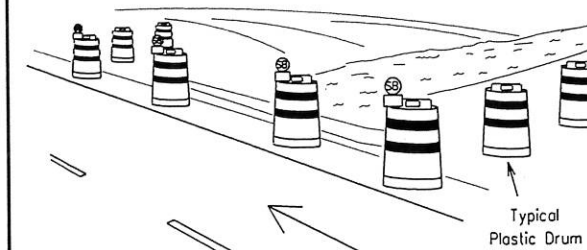
CONES



28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs.

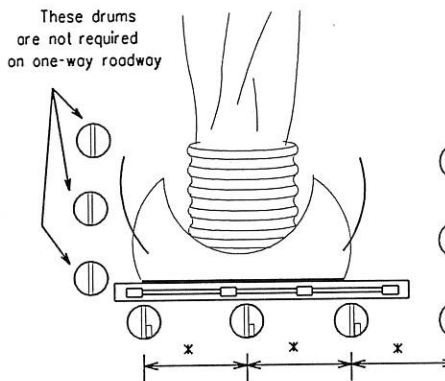
1. Traffic cones and tubular markers shall be a minimum of 28 inches in height when used either on freeways or at nighttime.
2. Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
3. Cones used only for daytime operations do not require the reflectorized bands.
4. Cones used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
5. When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.
6. Reflectorization of cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
7. Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
8. One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
9. Cones or tubular markers used on each project shall be of the same size and shape. The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.
- 10.

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



PERSPECTIVE VIEW

These drums are not required on one-way roadway



PLAN VIEW

Legend

- Plastic drum
- Plastic drum with steady burn light

1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
 Traffic Operations Division - TE
 Texas Department of Transportation
 125 East 11th Street
 Austin, Texas 78701-2483
 Phone (512) 416-3120
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start of website - www.dot.state.tx.us
 Click on "About TxDOT".
 Click on "Functional Organizational Chart".
 Click on "Traffic Operations Box".
 Click on "Compliant Work Zone Traffic Control Devices".
 again click on "Compliant Work Zone Traffic Control Devices".
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STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION TYPE III BARRICADE & CONES STANDARD

9 of 12

BC(9)-03

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STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT			SHEET
6					22
COUNTY	CONTROL	SECTION	JOB	HIGHWAY	

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ACC: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
 ELS DISPLAYED 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

WORK ZONE PAVEMENT MARKINGS

GENERAL

- The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Additional supplemental pavement marking details may be found in the plans or specifications.
- Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
- When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and the sections where passing is permitted.
- All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

- Raised pavement markers are to be placed according to the patterns on BC(11).
- All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.
- A list of prequalified reflective raised pavement markers can be found at the following web site:
ftp://ftp.dot.state.tx.us/pub/txdot-info/gsd/pdf/dms4200preq.pdf
- A list of prequalified non-reflective traffic buttons can be found at the following web site:
ftp://ftp.dot.state.tx.us/pub/txdot-info/gsd/pdf/4300preq.pdf

PREFABRICATED PAVEMENT MARKINGS

- Removable prefabricated pavement markings shall meet the requirements of DMS-8241. A list of prequalified products can be found at the following web site:
ftp://ftp.dot.state.tx.us/pub/txdot-info/gsd/pdf/pavemark.pdf
- Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240 or the TxDOT Purchase Specification No. 550-74-89. A list of prequalified products and a copy of the TxDOT Purchase Specifications can be found at web sites:
ftp://ftp.dot.state.tx.us/pub/txdot-info/gsd/pdf/pavement.pdf
ftp://ftp.dot.state.tx.us/pub/txdot-info/gsd/pdf/tss/tss377.pdf

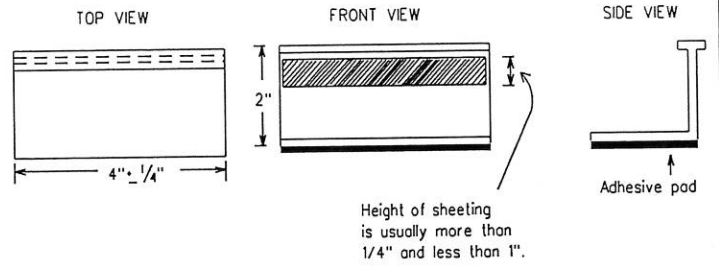
MAINTAINING WORK ZONE PAVEMENT MARKINGS

- The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
- The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 150 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- Markings failing to meet this criteria shall be replaced as required by the Engineer at the expense of the Contractor.

REMOVAL OF PAVEMENT MARKINGS

- Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway, shall be removed or obliterated before the roadway is opened to traffic.
- The above shall not apply to detours in place for less than two weeks, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
- Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernible marking, by any method that does not materially damage the surface or texture of the pavement.
- The removal of pavement markings may require resurfacing or seal coating portions of the roadway.
- Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
- Blast cleaning may be used but will not be required unless specifically shown in the plans.
- Over-painting of the markings SHALL NOT BE permitted.
- Removal of raised pavement markers shall be as directed by the Engineer.
- Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

- Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
 - Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- Small design variances may be noted between tab manufacturers.

Raised Pavement Markers used as Guidemarks

- Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
 YELLOW - (two amber reflective surfaces with yellow body).
 WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PREFABRICATED PAVEMENT MARKINGS-PERMANENT	DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE	DMS-8241
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS	DMS-8242

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCO) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
 Traffic Operations Division - TE
 Texas Department of Transportation
 125 East 11th Street
 Austin, Texas 78701-2483
 Phone (512) 416-3120
 Fax (512) 416-3299

Instructions to locate the "CWZTCO" on TxDOT website are:

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 Click on "Traffic Operations Box",
 Click on "Compliant Work Zone Traffic Control Devices",
 again click on "Compliant Work Zone Traffic Control Devices".
 This site is printable.



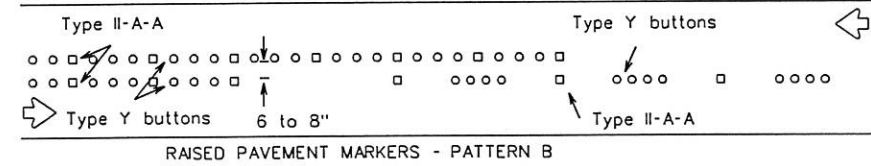
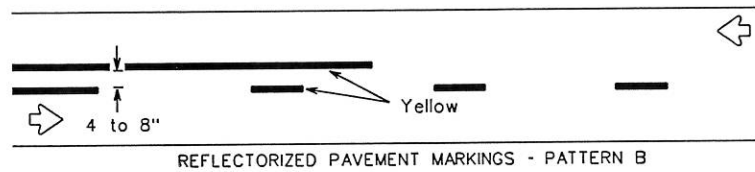
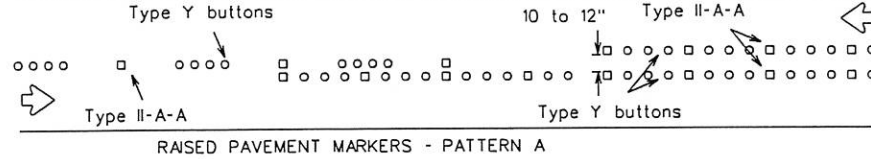
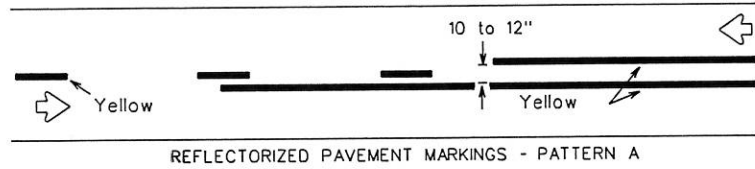
BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS STANDARD

10 of 12 BC(10)-03

© TxDOT February 1998		Dist- LR	Dist- DTN	Dist- FDN	Dist- CAL
REVISED	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT		SHEET
1-97		6			23
2-98			COUNTY	CONTROL SECTION	JOB HIGHWAY
1-02					
11-02					

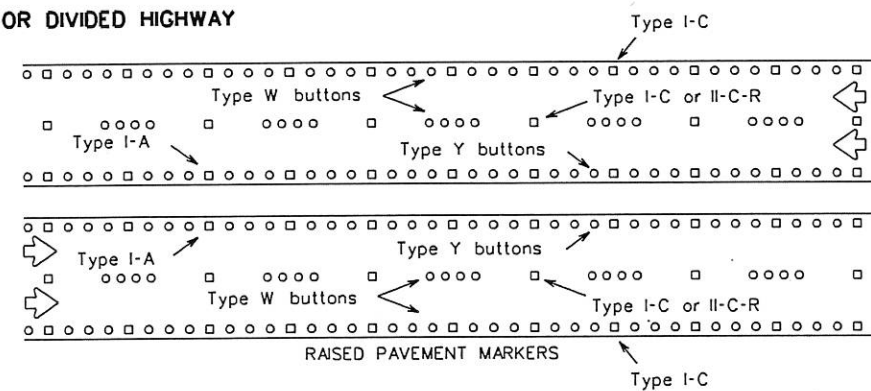
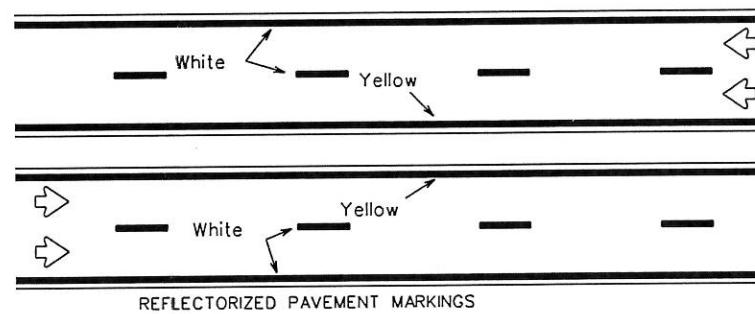
PAVEMENT MARKING PATTERNS

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



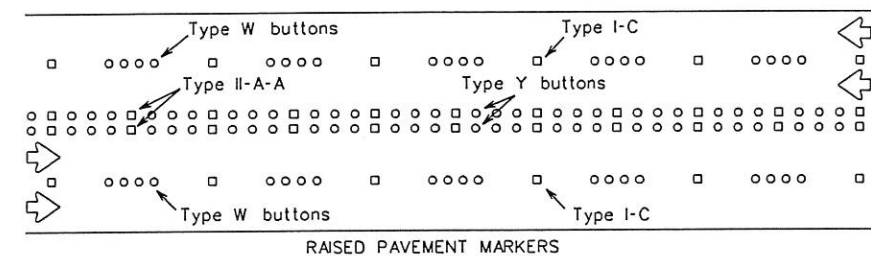
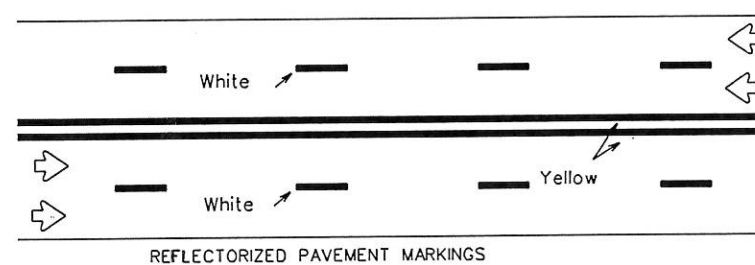
Pattern A is the TxDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



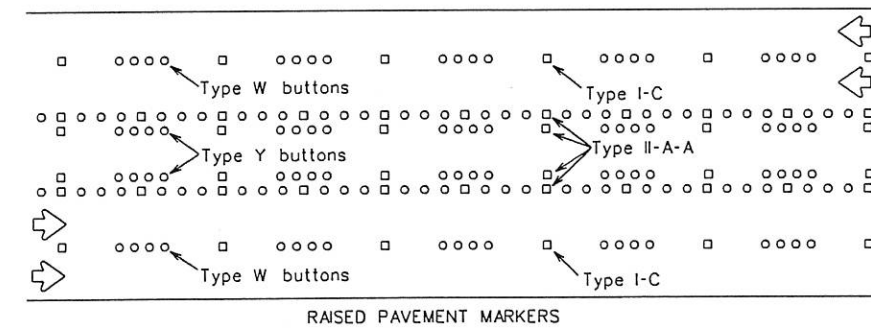
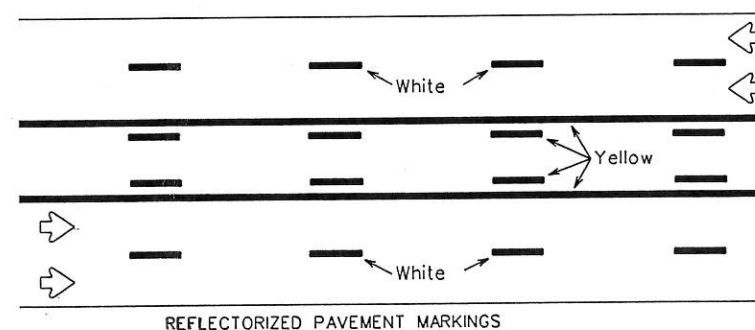
Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



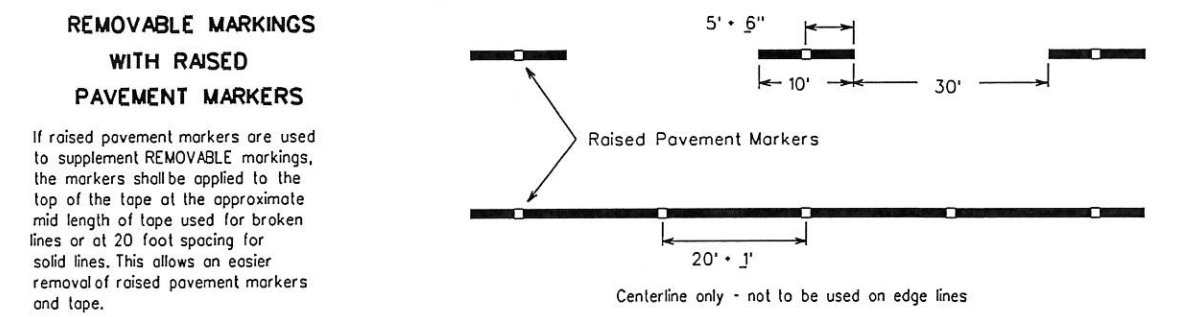
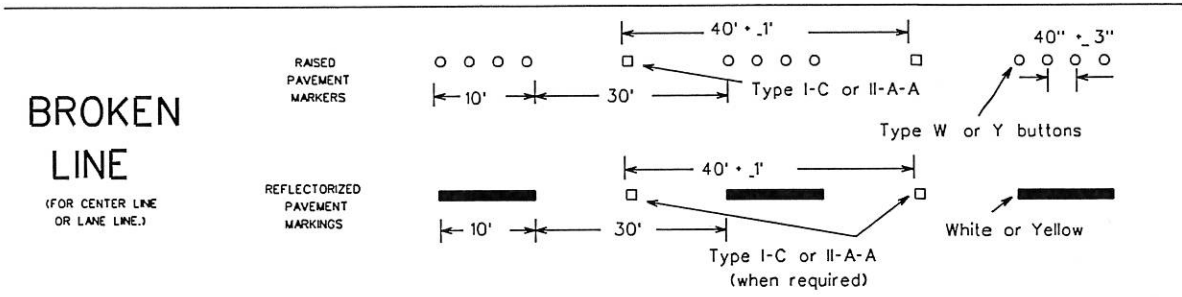
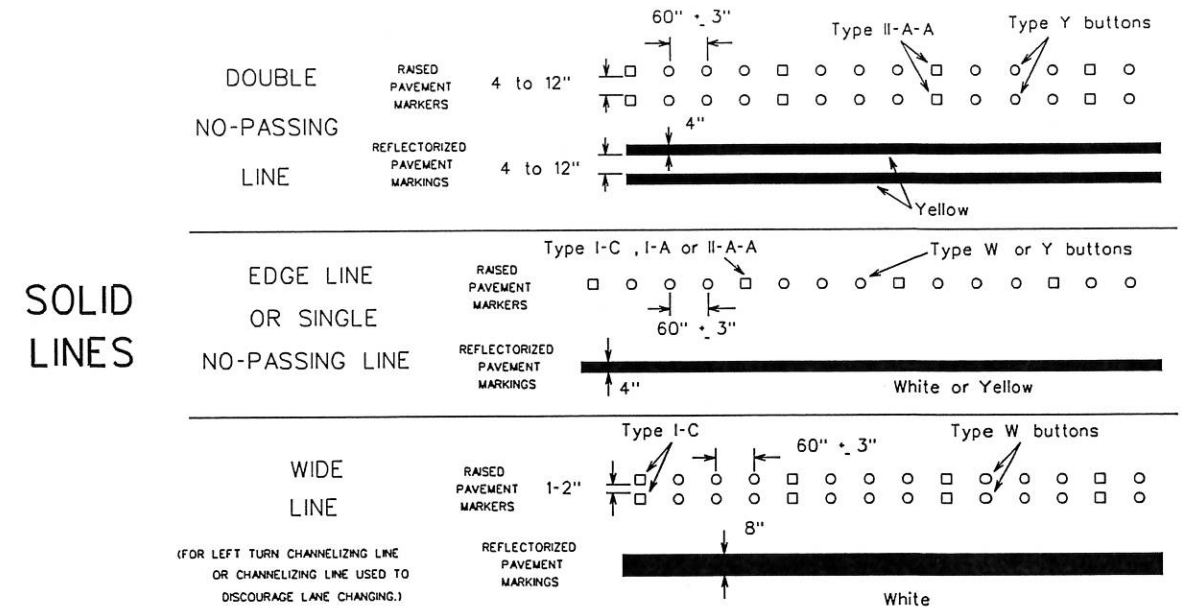
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE



Prefabricated markings may be substituted for reflectorized pavement markings.

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
Traffic Operations Division - TE
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483
Phone (512) 416-3120
Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:
Start at website - www.dot.state.tx.us
Click on "About TxDOT",
Click on "Functional Organizational Chart",
Click on Traffic Operations Box,
Click on "Compliant Work Zone Traffic Control Devices",
again click on "Compliant Work Zone Traffic Control Devices".
This site is printable.

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item "RAISED PAVEMENT MARKERS."

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS STANDARD

11 of 12 BC(11)-03

REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
2-94	6			24
1-97				
2-98	COUNTY	CONTROL	SECTION	JOB
11-02				HIGHWAY

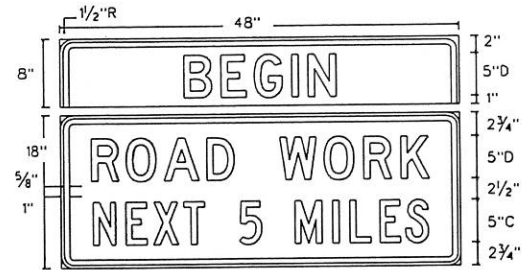
DISCLAIMER
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

ACC:
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

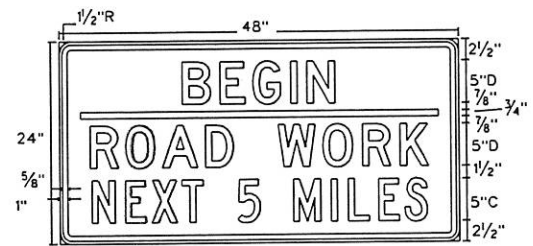
DISCLAIMER
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

ACC:

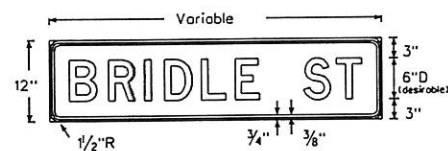
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
49 50 51 52 53 54 55 56 57 58 59 60 61 62 63



SG20-1 w/plaque
48" X 26"
Letters - Black
Numbers - Black
Border - Black
Background - Orange Refl.

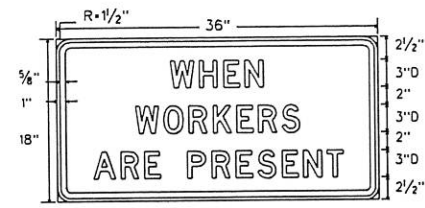


SG20-5T
48" X 24"
Letters - Black
Numbers - Black
Border - Black
Background - Orange Refl.

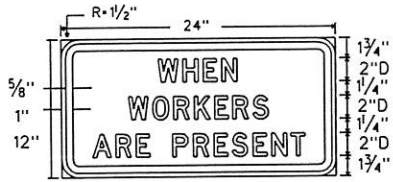


M4-9N
Variable X 12"
Letters - Black
Border - Black
Background - Orange Refl.

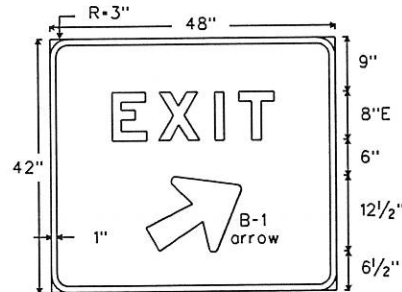
The M4-9R,L or S sign is to be used to detour local streets or roads that are not a State or Federal numbered highway; however, it should not be used in lieu of the M4-10 sign at the beginning of the detour or to detour State or Federal numbered routes. Also, when the M4-9R,L or S sign is used, a sign (M4-9N) with the name of the street being detoured may be mounted above it.



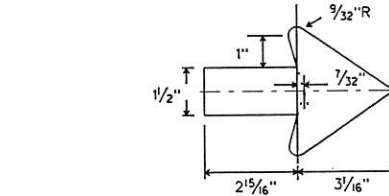
ER20-5 Plaque
36" X 18"
Letters - Black
Border - Black
Background - White Refl.



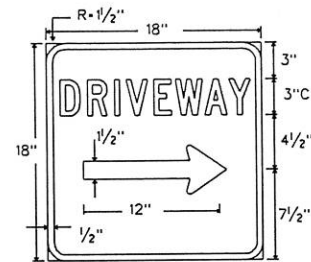
R20-5 Plaque
24" X 12"
Letters - Black
Border - Black
Background - White Refl.



E5-1a
48" X 42"
Letters - White Refl.
Arrow - White Refl.
Border - White Refl.
Background - Green Refl.



B-1 Arrow Detail



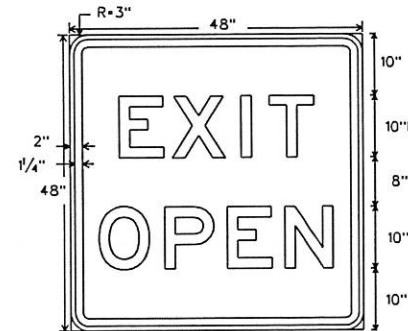
D-70a
18" X 18"
Letters - White Refl.
Symbol - White Refl.
Border - White Refl.
Background - Blue Refl.



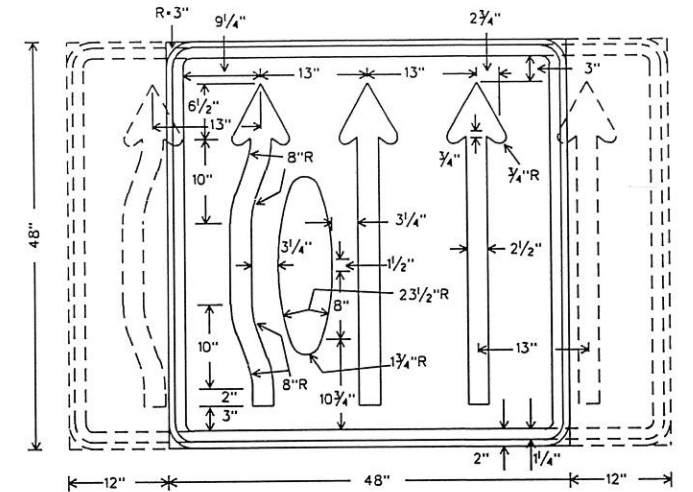
D-70S
42" X 14"
Letters - White Refl.
Symbol - White Refl.
Border - White Refl.
Background - Blue Refl.

* Alternate first line legend for D-70S

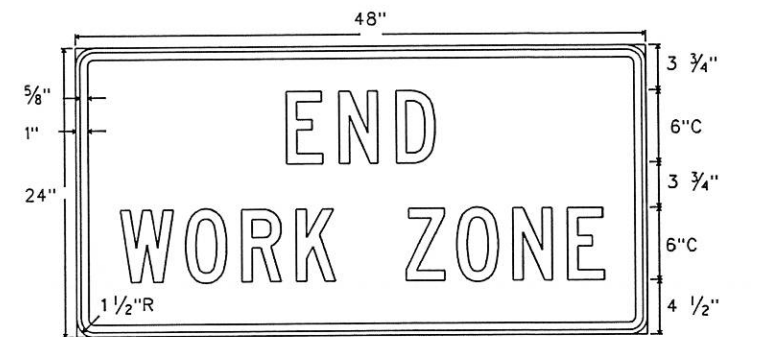
- RESTAURANT | 070R 4"C
- BUSINESS | 070B 4"C
- MOTEL | 070M 4"C
- GAS | 070G 4"C



E5-2
48" X 48"
Letters - Black
Border - Black
Background - Orange Refl.



CW24-2
Var. X 48"
A mirror image may be used to show proper lane alignment.



G20-2b
48" X 24"
Letters - Black
Border - Black
Background - Orange Refl.

DEPARTMENT MATERIAL SPECIFICATIONS	
PLYWOOD SIGN BLANKS	DMS-7100
ALUMINUM SIGN BLANKS	DMS-7110
FLAT SURFACE REFLECTIVE SHEETING	DMS-8300
VINYL NON-REFLECTIVE DECAL SHEETING	DMS-8320

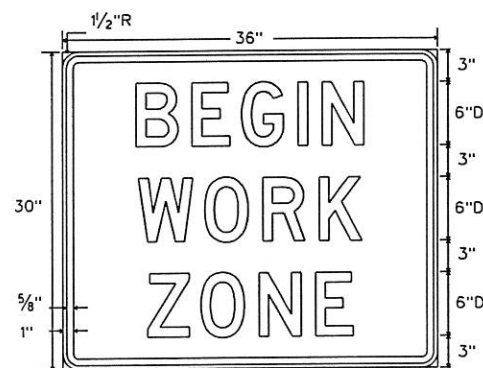
COLOR	USAGE	REFLECTIVE SHEETING OR OTHER MATERIAL
BLUE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
RED	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
GREEN	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
ORANGE	BACKGROUND	TYPE E (FLUORESCENT PRISMATIC)
WHITE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
YELLOW	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE DECAL SHEETING
WHITE	LEGEND & BORDERS	TYPE C (HIGH SPECIFIC INTENSITY)

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CW21CD) describes pre-qualified products and their sources and may be obtained by contacting:

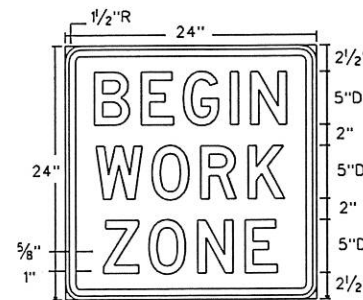
Standards Engineer
Traffic Operations Division - TE
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483
Phone (512) 416-3120
Fax (512) 416-3299

Instructions to locate the "CW21CD" on TxDOT website are:

Start at website - www.dot.state.tx.us
Click on "About TxDOT".
Click on "Functional Organizational Chart".
Click on "Traffic Operations Box".
Click on "Compliant Work Zone Traffic Control Devices".
again click on "Compliant Work Zone Traffic Control Devices".
This site is printable.



EG20-9T
36" X 30"
Letters - Black
Border - Black
Background - Orange Refl.



G20-9T
24" X 24"
Letters - Black
Border - Black
Background - Orange Refl.

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION REGULATORY & GUIDE SIGNS STANDARDS

12 of 12 BC(12)-03

REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL PROJECT	SHEET
10-99	6			25
11-02	COUNTY	CONTROL	SECTION	JOB
				HIGHWAY



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

May 01, 2015

Lora Briones
Financial Officer

Re: Invoice

S/B

Rojas Construction

I. R. Gutierrez Engineering Corporation
Invoice# Application for Final Payment / 3-25-2015 / \$71,170.85

I have reviewed the invoice referenced above, and have no issues for payment based on the back up information and complete percentages they are billing the Drainage District. Should you have any questions, please feel free to contact me.

Thank you,

J. Noe Saldivar, P.E.
Hydraulic Engineer

5/4/2015

Date: 05/04/15 Time: 12:00 AM

Cc: Raul E. Sesin, PE, CFM

AS # 49708
Boo 5/19/15

Certificate of Substantial Completion

PROJECT: FM495 DRAIN – WISCONSIN ROAD CROSSING
PROJECT NUMBER: ENG99.003
OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
CONTRACTOR: ROJAS CONSTRUCTION AND PAVING

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Ramiro Gutierrez, P.E.
Engineer


By:

2/23/2015
Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by March 24, 2015.

Rojas Construction & Paving
Contractor


By:

2/23/2015
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession thereof, in accordance with the contract documents.

Hidalgo County Drainage District No. 1
Owner

By:

Date

Javier Gutierrez

From: Ramiro Gutierrez <rgutierrez@rgec.net>
Sent: Wednesday, March 04, 2015 10:09 AM
To: 'elisa@rojas-construction.com'
Cc: 'Armando Pompa'; 'Jose Saldivar'; 'Jaime Salazar'; 'Raul Sestin'; juan.tello@co.hidalgo.tx.us; hlugo@rgec.net; 'Javier Gutierrez'; 'Armando Garza Jr.'; 'eduardo cantu'
Subject: FM 495 Drain - Wisconsin Road Crossing - Final Punch List

Elisa,

A final walk through inspection of the above mentioned project was conducted on March 3, 2014 for the purpose of formulating a punch list of pending items required for construction completion and final acceptance by Hidalgo County Drainage District No. 1.

Attendees: Mr. Ramiro Gutierrez, P.E. – R. Gutierrez Engineering Corporation
Mr. Juan F. Uribe – R. Gutierrez Engineering Corporation
Mr. Noe Saldivar, P.E. – Hidalgo County Drainage District No. 1
Mr. Jaime Salazar – Hidalgo County Drainage District No. 1
Mr. Armando Pompa – Hidalgo County Precinct No. 2
Mr. Jorge Hinojosa – Hidalgo County Precinct No. 2
Mr. Juan Tello – Rojas Construction and Paving, LLC

The pending items are as follows:

1. Need to back fill both sides of Wisconsin Road with compacted caliche.
2. Striping needs to be done.
3. Need to re-grade Type-C Inlets on north and south side of Wisconsin Road.
4. Top of ditch needs to be re-graded.
5. Grates on inlets need to be tack welded.
6. Need to seed.
7. Do general cleanup of project site.

Should you have any questions, please feel free to contact me on my cell phone at 956-227-2154 or Mr. Juan Uribe at 956-605-3862.

Best Regards,

Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation
Tel: (956) 782-2557 (Office)
Tel: (956) 227-2154 (Cell)
Tel: (956) 782-2558 (Fax)
E-mail: rgutierrez@rgec.net

This email and any files transmitted with it contain(s) information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient(s), you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956) 782-2557 or by email at office@rgec.net and delete this message immediately from your computer. Thank You....



Hidalgo County Drainage District No. 1

902 North Doolittle Road Edinburg, Texas 78542 Office: (956) 292-7080 Fax: (956) 292-7089

Invoice Processing Checklist

Date Received:

3.26.15

Engineer/Firm Name:

Quintanilla, Headley & Ass. Inc.

Project Name/Number:

Pct 4 N. Seminary

Invoice No.:

Application for PMT #1

Purchase Order No.:

Received By:

Rosa Arce

Forwarded to:

Joey Garza

Additional Comments:

MAR 26 2015

4:10 AM / PM

APPLICATION FOR PMT #1

To: Quintanilla, Headley and Associates Inc. (OWNER)
 From: Rojas Construction & Paving BY: Rosa Arce (CONTRACTOR)
 Contract: HCDD1-14-011-04-029
 Project: Hidalgo County Pct. 4 North Seminary Drainage
 OWNER's Contract No. HCDD1-14-011-04-029 ENGINEER's Project No. Project Number
 For Work accomplished through the date of: 20-Mar-2015

1. Original Contract Price:		\$ 351,523.80
2. Net change by Change Orders and Written Agreements (+ or -):		\$ -
3. Current Contract Price (1 plus 2):		\$ 351,523.80
4. Total completed and stored to date:		\$ 152,067.60
5. Retainage (per Agreement):		
<u>10% of completed Work:</u>	\$ 15,206.76	
<u>5% of stored material:</u>	\$ -	
Total Retainage:		\$ 15,206.76
6. % of Construction \$ Amount Completed:		
<u>43% of contracted \$ amount has been completed</u>		
7. % of Construction Time Completed:		
<u>90 Original Contract Time in Working Days</u>		
<u>Net change by Change Orders and Written Agreements (+ or -)</u>		
<u>90 Current Contract Time</u>		
<u>Total Contract Days Used to Application Date in Working Days</u>		
<u>0.00% of contract days have been completed</u>		
8. Total completed and stored to date less retainage (4 minus 5):		\$ 136,860.84
9. Less previous Application for Payments:		\$ -
10. Balance to Finish:		\$ 199,456.20
11. AMOUNT DUE THIS APPLICATION (8 MINUS 9):		\$ 136,860.84

Accompanying Documentation:

CONTRACTOR'S Certification:

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 PMT #1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

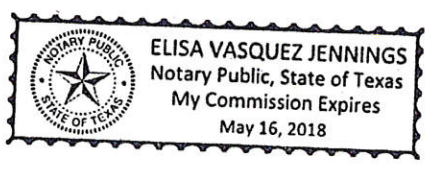
Dated 24-Mar-15 Rojas Construction & Paving
 CONTRACTOR

By: [Signature]

State of Texas
 County of Hidalgo

Subscribed and sworn to before me this 25th
 day of March 2015

[Signature]
 Notary Public
 My Commission expires: May 16, 2018



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3-26-15 Quintanilla, Headley and Associates
 ENGINEER

By: [Signature]

Quantity Worksheet

Contractor Name: Rojas Construction & Paving Application: PMT #1
 Starting Date: 18-Oct-2014 Application Date: 24-Mar-2015
 Project Ending Date: 16-Jan-2015 Period To: 20-Mar-2015
 Engineers / County Project Desc: Hidalgo County Pct. 4 North Seminary Drainage Engineers / County Project No.: Project Number

No.	Item Code	Description	Unit	Original Schedule Value			Application #1			Balance To Finish	
				Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan
		BASE BID - Drainage Improvements									
1		18" RCP TONGUE & GROOVE CL III	LF	\$ 27.00	108.00	\$ 2,916.00		-	\$ -	108.00	\$ 2,916.00
2		18" RRGCP RUBBER GASKET CL III	LF	\$ 30.60	140.00	\$ 4,284.00	45.00	45.00	\$ 1,377.00	95.00	\$ 2,907.00
3		24" RCP TONGUE & GROOVE CL III	LF	\$ 34.20	1,584.00	\$ 54,172.80		-	\$ -	1,584.00	\$ 54,172.80
4		24" RRGCP RUBBER GASKET CL III	LF	\$ 37.80	56.00	\$ 2,116.80		-	\$ -	56.00	\$ 2,116.80
5		30" RCP TONGUE & GROOVE CL III	LF	\$ 50.40	1,288.00	\$ 64,915.20	1,273.00	1,273.00	\$ 64,159.20	15.00	\$ 765.00
6		30" RRGCP RUBBER GASKET CL III	LF	\$ 54.00	175.00	\$ 9,450.00	90.00	90.00	\$ 4,860.00	85.00	\$ 4,590.00
7		42" RCP TONGUE & GROOVE CL III	LF	\$ 76.50	648.00	\$ 49,572.00	648.00	648.00	\$ 49,572.00	0.00	\$ -
8		S.E.T.	EA	\$ 990.00	5.00	\$ 4,950.00		-	\$ -	5.00	\$ 4,950.00
9		TYPE CC INLET	EA	\$ 2,700.00	14.00	\$ 37,800.00	6.00	6.00	\$ 16,200.00	8.00	\$ 21,600.00
10		RIP-RAP	EA	\$ 4,050.00	1.00	\$ 4,050.00		-	\$ -	1.00	\$ 4,050.00
11		EROSION CONTROL	LS	\$ 1,800.00	1.00	\$ 1,800.00		-	\$ -	1.00	\$ 1,800.00
12		ROAD DITCH GRADING	LF	\$ 2.70	15,100.00	\$ 40,770.00		-	\$ -	15,100.00	\$ 40,770.00
13		GATE STRUCTURE	EA	\$ 9,000.00	1.00	\$ 9,000.00	1.00	1.00	\$ 9,000.00	0.00	\$ -
14		ASPHALT DRIVEWAYS	EA	\$ 675.00	66.00	\$ 44,550.00		-	\$ -	66.00	\$ 44,550.00
15		TRENCH PROTECTION	LF	\$ 1.80	3,740.00	\$ 6,732.00	1,583.00	1,583.00	\$ 2,849.40	2,157.00	\$ 3,882.60
16		CUT & REPAIR ASPHALT	LF	\$ 27.00	285.00	\$ 7,695.00		-	\$ -	285.00	\$ 7,695.00
17		TIE-IN	EA	\$ 1,350.00	2.00	\$ 2,700.00		-	\$ -	2.00	\$ 2,700.00
18		MANHOLE	EA	\$ 4,050.00	1.00	\$ 4,050.00	1.00	1.00	\$ 4,050.00	0.00	\$ -
		Total BASE BID				351,523.80			152,067.60		199,456.20
		TOTAL BASE AMOUNTS:				351,523.80			152,067.60		199,456.20

Printed Name: _____

Signature: 

Date: _____

24-Mar-2015

Schedule of Values

Contractor Name: Rojas Construction & Paving
 Starting Date: 17-Feb-2015
 Project Ending Date: 18-May-2015
 Retainage Percent: 10%

Application: PMT #1
 Application Date: 25-Mar-2015
 Period To: 20-Mar-2015
 Engineer Firm: City of McAllen

Summary											
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-14-011-04-029	Hidalgo County Pct. 4 North Seminary Drainage	\$ 351,523.80	\$ 351,523.80	\$ 152,067.60	\$ 15,206.76	\$ 136,860.84	\$ 152,067.60	\$ 15,206.76	\$ 136,860.84	\$ -	\$ 199,456.20
TOTALS:		\$ 351,523.80	\$ 351,523.80	\$ 152,067.60	\$ 15,206.76	\$ 136,860.84	\$ 152,067.60	\$ 15,206.76	\$ 136,860.84	\$ -	\$ 199,456.20



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

Letter of Transmittal

**To: Hidalgo County Drainage Dist. No. 1
902 N. Doolittle Road
Edinburg, Texas 78539**

**Date: March 26, 2015
Attention: Jaime J. Salazar
Re: Pct. No. 4 North Seminary Drainage
Contract No. HCDD1-14-011-04-029
(Contractor: Rojas Construction & Paving)**

Description:

❖ Application for Payment No.1 \$136,860.84

Remarks: Please process for payment. Thank you.

Sent By: Lilia for Eulalio Ramirez, P.E.

Delivered By: _____



Received By: _____
Printed Name

Time: MAR 26 2015

4:10 AM (PM)

BY: Rosa Arce



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

May 08, 2015

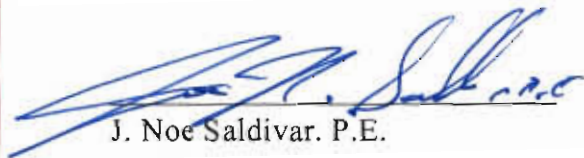
Lora Briones
Financial Officer
Re: Invoice

JB 5-8-2015
Pay Request # 1
Const 1
Royan Pd 4 N. Semmes

1. Quintanilla, Headley and Associates
Invoice# Application for Pmt. #1 / 3-20-2015 / \$136,860.84

I have reviewed the invoice referenced above, and have no issues for payment based on the back up information and complete percentages they are billing the Drainage District. Should you have any questions, please feel free to contact me.

Thank you,
Hidalgo County Drainage District No. 1


J. Noe Saldivar. P.E.
Hydraulic Engineer

Date: 05/08/15 Time: 3:30 PM

Cc: Raul E. Sesin, PE, CFM

AI# 49708
000 5/19/15



**COVERSHEET
APPROVED-BOND INVOICES**

Submitted to Noe

DATE: 3/30/2015

Prepared By: Joey Garza

Vendor	Unit #	Invoice #	Invoice Date	Invoice Amount	Received By	Received Date	COMMENTS
QUINTANILLA, HEADLEY & ASSC. INC.	PCT. 4 NORTH SEMINARY DRAINAGE	APPLICATION FOR PMT. #1	03/20/15	\$136,660.84	R. ARCE	03/26/15	<i>MR 05/08/15</i>
R. GUTIERREZ	N. SAN JUAN LATERAL	3494-REVISED	03/25/15	\$28,908.20	R. ARCE	03/26/15	NO PO ATTACHED

AI -49719

11.

DRAINAGE DISTRICT

Meeting Date: 05/19/2015

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of an Agreement between the District and First southwest, LLC, for Continuing Disclosure Services. First Southwest will assist the District with continuing disclosure obligations to the investing public as set forth by the provisions of the Securities and Exchange Commission Rule 15c2-12. Pending review from Legal.

BACKGROUND

Fiscal Impact

Attachments

Southwest agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 01:19 PM
Final Approval	Monica Badillo	05/15/2015 04:33 PM
Form Started By: Lora Briones		Started On: 05/15/2015 11:37 AM
Final Approval Date: 05/15/2015		



325 North St. Paul Street
Suite 800
Dallas, Texas 75201-3852

214-953-4037 Direct
214-953-4050 Fax

Tanya Calvit
Assistant Vice President
Continuing Disclosure Services

tanya.calvit@firstsw.com

May 7, 2015

Ms. Lora Briones
Financial Officer
Hidalgo County Drainage District Number One
902 North Dolittle
Edinburg, Texas 78541

Dear Ms. Briones:

As you know, the Hidalgo County Drainage District Number One (the "District") is obligated to file certain annual continuing disclosure information, pursuant to SEC Rule 15c2-12 (the "Rule"). I would like to provide you with the following information about FirstSouthwest's Continuing Disclosure Services for the District. Our annual and ongoing services consist of the following:

1. Determine all continuing disclosure filing requirements and perform the initial set-up of all required data.
2. Update any disclosure requirements as necessary, in the event of future bond issuances.
3. Assist the District in compiling the information required for the annual filing.
4. Disseminate the required disclosure filings, including the proper identifying information (description, maturities, CUSIP numbers, etc.) to the Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), which is currently the Municipal Securities Rulemaking Board ("MSRB") via our confirmed account on the Electronic Municipal Market Access ("EMMA") District, by the required deadline.
5. Provide the District with a bound copy of the report.
6. Monitor for certain material events and provide semi-annual material events questionnaires to the District.
7. Prepare and submit material event notices within ten business days of their occurrence.

8. According to the Rule, required material events include, but are not limited to the following:
 - a. Principal and interest payment delinquencies
 - b. Non-payment related defaults
 - c. Unscheduled draws on debt service reserves reflecting financial difficulties
 - d. Unscheduled draws on credit enhancements reflecting financial difficulties
 - e. Substitution of credit or liquidity providers, or their failure to perform
 - f. Adverse tax opinions or event affecting the tax-exempt status of the security
 - g. Modifications to rights of security holders
 - h. Bond calls
 - i. Defeasances
 - j. Release, substitution, or sale of property securing repayment of the securities
 - k. Rating changes
 - l. The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities of the securities
 - m. Tender offers
 - n. Bankruptcy, insolvency, receivership or similar proceeding
 - o. Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination, if material
 - p. Appointment of a successor or additional trustee or the change of the name of a trustee, if material
9. Assist the District with any ongoing disclosure concerns.
10. Keep informed of any changes in industry regulations that might affect the District.

SEC Rule 15c2-12 was originally put in place to improve disclosure practices among municipal issuers. In today's economic climate, the Rule has only increased in visibility and importance. The SEC continues to call for greater transparency and increased enforcement efforts against those who have not complied. The Rule prohibits underwriters from buying an issuer's bonds if they do not file required disclosure information. Therefore, non-compliance can limit access to the capital markets. To help with this process, FirstSouthwest has a separate, dedicated continuing disclosure department committed to assisting issuers with their disclosure obligations.

The District's current disclosure requirements include filing certain data and audited financial statements, as well as any applicable material event notices with the MSRB. Our annual fee for this service is \$3,500 per debt type (of which it appears the District has one), for a total of \$3,500 annually. I have attached a draft of our standard contract for your review. If you have any questions, please do not hesitate to contact me. We would greatly appreciate the opportunity to serve as the District's disclosure agent.

Sincerely yours,



Tanya Calvit
Assistant Vice President
Continuing Disclosure Services

**AGREEMENT
FOR
CONTINUING DISCLOSURE SERVICES
BY AND BETWEEN**

**HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE
(HEREINAFTER REFERRED TO AS THE “ISSUER”)**

**AND
FSC CONTINUING DISCLOSURE SERVICES,
A DIVISION OF FIRST SOUTHWEST COMPANY, LLC**

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the “Bonds”), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the “Rule”).

The Issuer has agreed to engage FSC Continuing Disclosure Services, a Division of First Southwest Company, LLC (“Continuing Disclosure Services”), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the “Annual Reports”) and the reporting of certain specified events (the “Events”), which are set forth in the Issuer’s undertakings, the Rule and in Subsection 2c. below.

This agreement (the “Agreement”) between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer’s continuing disclosure obligations:
 - a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;
 - b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;
 - c. assist the Issuer in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and notices concerning the occurrence of the specified Events and other items listed below:
 - 1) Principal and interest payment delinquencies
 - 2) Non-payment related defaults

- 3) Unscheduled draws on debt service reserves reflecting financial difficulties
 - 4) Unscheduled draws on credit enhancements reflecting financial difficulties
 - 5) Substitution of credit or liquidity providers, or their failure to perform
 - 6) Adverse tax opinions or events affecting the tax-exempt status of the security
 - 7) Modifications to rights of security holders
 - 8) Bond calls
 - 9) Defeasances
 - 10) Release, substitution, or sale of property securing repayment of the securities
 - 11) Rating changes
 - 12) The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities of the Issuer
 - 13) Tender offers
 - 14) Bankruptcy, insolvency, receivership or similar proceeding
 - 15) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
 - 16) Appointment of a successor or additional trustee or the change of the name of a trustee
 - 17) Noncompliance with the Rule
- d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), which is the Municipal Securities Rulemaking Board ("MSRB"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.
- e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.
3. Issuer acknowledges and agrees to the following:
- a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:
 - 1) \$1,500 per year for assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing with the SID and/or NRMSIR or
 - 2) \$3,500 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with the SID and NRMSIR, plus
 - 3) \$100 minimum fee for assistance in preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of \$125 per hour for all time in excess of five (5) hours

spent in assisting with preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule.

- b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.
 - c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.
 - d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.
 - e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.
 - f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.
 - g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.
 - h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.
 - i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.
4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult

with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.

5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses) which Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs and expenses result directly from Continuing Disclosure Services' willful misconduct or gross negligence in the distribution of such information.

In order to provide for just and equitable contribution, if a claim for indemnification pursuant to the foregoing indemnification provision is made, but it is determined in an appropriate proceeding that such indemnification may not be enforced, even though the express provisions hereof provide for indemnification in such case, then the Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, shall contribute to the claims, damages, losses, liabilities, costs and expenses to which Continuing Disclosure Services may be subject in accordance with the relative benefits received by Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, and also the relative fault of Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, in connection with the acts or omissions which resulted in such claims, damages, losses, liabilities, costs or expenses; and relevant equitable considerations shall also be considered. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice, except that the fees for the first year's service will be invoiced and be payable upon acceptance of this Agreement.

In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this

Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.

8. **Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days' written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

Provision of Notices

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Hidalgo County Drainage District Number One
902 North Dolittle
Edinburg, Texas 78541
Lora Briones
Financial Officer
Phone: (956) 292-7080
Email: lora.briones@hcdd1.org

FSC Continuing Disclosure Services, a Division of First Southwest Company, LLC

325 North St. Paul Street, Suite 800
Dallas, Texas 75201
Attention: Tanya Calvit
Assistant Vice President for Continuing Disclosure
Phone: (214) 953-4037
Fax: (214) 953-4050
Email: tanya.calvit@firstsw.com

Acceptance of Agreement

9. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

FSC Continuing Disclosure Services, a Division of First Southwest Company, LLC

By _____
Hill A. Feinberg
Chairman and Chief Executive Officer

By _____
Tanya Calvit
Assistant Vice President

Date _____

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Hidalgo County Drainage District Number One, on this the _____ day of _____, 2015.

By _____
Authorized Representative

Title

AI -49594

12.

DRAINAGE DISTRICT

Meeting Date: 05/19/2015

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to the current Letter of Engagement with The Lee Law Firm, acceptance of report to the original work assignment as specified in the original Letter of Engagement for the provision of "Professional Legal Services-Review and report-Agreement between Hidalgo County Drainage District No.1 and Integ Corporation".

BACKGROUND

As informed by the firm, report to be ready on or before May 19, 2015.

Fiscal Impact

FISCAL YEAR: 2015

ACCOUNT #: 110-433-006-43330

FUNDS AVAILABLE? Y/N:

MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:

Attachments

AMENDED LETTER OF ENGAGEMENT

EMAIL SENT TO FIRM

LETTER

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: vgarcia

Final Approval Date: 05/15/2015

Reviewed By

Veronica Ortiz

Monica Badillo

Date

05/15/2015 04:23 PM

05/15/2015 04:33 PM

Started On: 05/07/2015 04:57 PM

615 N UPPER BROADWAY, SUITE 708
CORPUS CHRISTI, TEXAS 78401-0732
TELEPHONE: 361/882-4444

126 W MAIN, SUITE B
P O BOX 599 (MAIL)
KENEDY, TEXAS 78119
TELEPHONE: 830/583-0899

THE LEE FIRM
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

TOLL FREE: 800/580-4444
FAX: 361/882-7844
EMAIL: THELEEFIRMP@THELEEFIRM.COM

MICHAEL S LEE
BOARD CERTIFIED
PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

REPLY TO CORPUS CHRISTI ADDRESS

April 29, 2015

Via E-mail -- martha.salazar@co.hidalgo.tx.us

Martha Salazar
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Re: HCDD1-14-140-06-004-VYG
Professional Legal Services - Review and Report-Agreement between Hidalgo County
Drainage District No.1 and Integ Corp.

Dear Ms. Salazar:

Attached please find an "Amended Letter of Engagement for Legal Services". As you are aware, there have been discussions about expanding the scope to include further investigation concerning conflicts of interest that may have existed with Hidalgo County Drainage District No. 1 and Integ Corporation. Recently, I sent a proposed "template" concerning the possible distinction of the scope of work. I have not received confirmation that it was acceptable. Notwithstanding, if it is acceptable and should be included in an "Amended Letter of Engagement for Legal Services" we will do so. However, it will require additional time to complete. I will have my report concerning my original work assignment to the Hidalgo County Drainage District No. 1 Board on or before May 19, 2015 as set out in the "Amended Letter of Engagement for Legal Services".

Let me hear from you.

Yours very truly,


Michael S. Lee

MSL/cm

SATELLITE OFFICES - BY APPOINTMENT ONLY
AUSTIN • GOLIAD • KENEDY

Martha Salazar
April 29, 2015
Page 2

cc: Evangelina Garcia
Via E-mail – evangelina.garcia@co.hidalgo.tx.us

Darlene H. Bentancourt
Via E-mail – darlene.bentancourt@co.hidalgo.tx.us

Ramon Garcia
Via E-mail – paguillar@ramongarcia-law.com

Cynthia Castro
Via E-mail – Cynthia.castro@co.hidalgo.tx.us

AMENDED LETTER OF ENGAGEMENT FOR LEGAL SERVICES

RFQ No: HCDD1-14-140-06-04-VYG

Professional Legal Service in connection with the review and report for the agreement between Hidalgo County Drainage District No. 1 and Integ Corporation

This Agreement is made by and between Michael S. Lee/The Lee Firm, A Professional Corporation (“Attorney”), and Hidalgo County Drainage District No. 1 (“Client”) to review and report for the agreement between Hidalgo County Drainage District No. 1 and Integ Corporation.

1. **Scope of Services**

A. **Contract Analysis**.

The Attorney will provide legal services as requested by Client and accepted by Attorney on a case-by-case and matter-by-matter assignment. Attorney shall provide those legal services reasonably required to represent Client, and shall keep Client informed of the progress of the case or matter. In order to enable Attorney to render effective legal services, Client shall provide all facts and keep Attorney informed of all developments relating to the matter. Attorney must rely on the accuracy and completeness of the facts and information provided by Client. In addition, Attorney will provide legal services in reviewing all documents related to the contractual issues between Hidalgo County Drainage District No. 1 and Integ Corporation; review appropriate Texas case law, whether statutory and/or common law; conferences and meetings with Hidalgo County Drainage District No. 1 representatives; interviews and conferences with any subcontractors and/or other contractors involved in the project developments that are the subject of the issues between Hidalgo County Drainage District No. 1 and Integ Corporation; interview witnesses; provide appropriate legal opinions relating to same. **Due Date: On or Before May 19, 2015.**

B. **Investigation/Conflict of Interest**

In 2014 the Hidalgo County Drainage District (District) retained The Lee Firm, A Professional Corporation (The Lee Firm) to investigate and evaluate the contract that was entered into between Integ Corporation (Integ) and the District as it related to compensation paid to Integ, related to the Hidalgo County Master Drainage System Phase II and the federal Border Infrastructure Improvement Project. Currently, The Lee Firm has been working within that scope guidelines. However, the District wishes to amend the scope of the contract between itself and The Lee Firm. The District requests The Lee Firm to expand the scope of its professional evaluation and to analyze any potential conflicts of interests related to Integ, Godfrey Garza and the District as well as contractors who had contracted with the District. As a result, the District authorizes The Lee Firm to file a Petition to Investigate under Texas Rule of Civil Procedure 202 in order to request a Presiding Judge that the District be allowed to take depositions under oath and gather facts and evidence through such discovery in order to determine whether or not there are in fact potential conflicts. The District requests The Lee Firm to investigate any potential conflicts of interest involving any contract or subcontracts related to both the District, more specifically Hidalgo County Master Drainage System Phase II, as well as the federal Border Infrastructure Improvement Project. If the Presiding Judge will allow such investigate discovery to proceed forward, The Lee Firm will do such and will provide the District with any analysis of any conflicts of interest revealed by its discovery and investigation. **Due Date: On or Before August 15, 2015.**

2. **Fees**. Hourly fees for legal services are based on the amount of time each lawyer or paralegal spends working on the Client’s behalf multiplied by their respective hourly rate. Hourly rates vary among professionals depending on experience, level of expertise and market conditions. Hourly

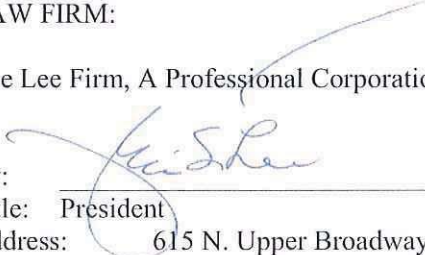
rates are reviewed annually and will be adjusted only with the Client's written consent. The fee structure accepted for this matter is stated in the attached Exhibit "A". Lead counsel and all attorneys and legal staff working on the assigned matter shall be identified in the attached fee structure.

3. Expenses. By engaging services from Attorney, Client authorizes third-party contracting necessary for representation on Client's behalf and such costs shall be reimbursed for actual costs as incurred as per schedule of costs attached as Exhibit "A", although this list may not be all inclusive. The Attorney will seek approval from Client for any individual expenses that are expected to exceed the sum of \$500.00. Attorney shall also obtain Client's consent before retaining an outside investigator, consultant or expert witness.
4. Billing. The Client shall be billed monthly for fees, costs and expenses incurred (detailed in the attached Exhibit "A") and will reimburse firm for actual expenses incurred in connection with litigation. The Client shall also pay for the time the Attorney spends traveling, (when necessary). Hourly and/or timed billing shall be submitted in increments of one-tenth (1/10th) of an hour. No block billing shall be accepted. Each billing entry shall separately itemize the activity or task performed and the amount of corresponding time. All billing invoices are subject to review by the County Auditor as provided for under the Texas Local Government Code. Payment of billing invoices requires approval by the Hidalgo County Drainage District No. 1.
5. Termination. This agreement will terminate once the case or matter assigned is completely resolved/dismissed, or in the event the Client chooses to terminate the agreement in advance of completion, resolution or final dismissal of the matter, then upon written notice of termination. The term of service of the original Letter of Engagement for Legal Services commenced on October 13, 2014 and expires on February 20, 2015. Due to the new requested scope, Attorney requests an extension which results in the expiration date being August 15, 2015.
6. Client approval is necessary for settlement. Attorney is authorized to engage in settlement negotiations if and when appropriate in their professional judgment. No settlement of any nature shall be made for any of the claims or causes of action of Client without the complete approval of Client. Upon Client approval, Attorney shall have full authority to sign papers or documents regarding settlement. This provision is subject to the terms and conditions of the policy of insurance that indemnifies Client for the claims in the above matter.
7. The Hidalgo County Drainage District No. 1 accepts and approves of Attorney's Professional Liability Insurance with the limits of \$500,000.00.
8. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter (*i.e.*, the review and report for the agreement between Hidalgo County Drainage District No. 1 and Integ Corporation) and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between the parties herein.
9. Amendment. This Agreement may be amended only by written amendment with the approval of the Hidalgo County Drainage District No. 1 and their duly authorized agent or representative.
10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas which law shall govern any actions arising hereunder. Any dispute arising hereunder shall be brought before a court of competent jurisdiction in Hidalgo County, Texas.

AGREED:


LAW FIRM:

The Lee Firm, A Professional Corporation

By: 
Title: President
Address: 615 N. Upper Broadway, Suite 708
Corpus Christi, Texas 78401
Telephone: 361.882.4444
Fax: 361.882.7844
E-mail: theleefirmpc@theleefirm.com

Date: April 30, 2015

HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

By: 
Title: _____
Address: 2812 S. Business Hwy 281
Edinburg, Texas 78539

Approved by Commissioners' Court
on 5/5/15 

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Report to Original Work Assignment-Professional Legal Services-Review and Report of Agreement between Hidalgo County Drainage District No. 1 and Integ Corp.

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Thu, May 07, 2015 04:59 PM

Subject : Report to Original Work Assignment-Professional Legal Services-Review and Report of Agreement between Hidalgo County Drainage District No. 1 and Integ Corp.**To :** theleefirm <theleefirm@theleefirm.com>**Cc :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>, raul sesin <raul.sesin@hcdd1.org>, lora briones <lora.briones@hcdd1.org>, cynthia castro <cynthia.castro@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Honorable Michael Lee;

Pursuant to your notice dated April 29, 2015, indicating report to be submitted on or before May 19, 2015, an agenda item will be prepared for the next Drainage District Board of Directors meeting scheduled for Tuesday, May 19, 2015 for acceptance of your report of the original work assignment-Professional Legal Services of Agreement between Hidalgo County Drainage District No. 1 and Integ Corp.

Please forward a set to the attention of Martha L. Salazar at martha.salazar@co.hidalgo.tx.us and or to my attention for supporting documentation to the agenda item and please do not hesitate to contact us if there are any questions.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

615 N UPPER BROADWAY, SUITE 708
CORPUS CHRISTI, TEXAS 78401-0732
TELEPHONE: 361/882-4444

126 W MAIN, SUITE B
KENEDY, TEXAS 78119
TELEPHONE: 830/583-0899

THE LEE FIRM
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MICHAEL S LEE
BOARD CERTIFIED
PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

REPLY TO CORPUS CHRISTI ADDRESS

May 18, 2015

Evangelina Garcia
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Via FedEx Airbill No. 8754 1653 3083

Valde Guerra
Hidalgo County
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Via FedEx Airbill No. 8684 3592 4256

Re: Integ Corporation – Legal Analysis–Report

Dear Ms. Garcia and Mr. Guerra:

The Lee Firm, A Professional Corporation, is providing you, via Federal Express to arrive Priority Delivery tomorrow, May 19, 2015, a Legal Analysis-Report in the following format:

1. Binder-notebook (to Ms. Garcia)
2. Two flash drives (one to Ms. Garcia and one to Mr. Guerra).

Please present the Legal Analysis-Report to the Hidalgo County Drainage District No. 1 Board of Directors.

Although I will be attending a settlement conference all day Tuesday, May 19, 2015, it will be conducted in my office. Therefore, if you have any questions, please contact my legal assistant, Carolyn Massengale and she will make me available for any questions.

Thank you for your kind cooperation.

Yours very truly,


Michael S. Lee

MSL/cm
Enclosure

SATELLITE OFFICES - BY APPOINTMENT ONLY
AUSTIN • GOLIAD • KENEDY

Evangelina Garcia
May 18, 2015
Page 2

cc w/o enc: Evangelina Garcia
Via E-mail – evangelina.garcia@co.hidalgo.tx.us

cc w/o enc: Valde Guerra
Via E-mail – valde.guerra@co.hidalgo.tx.us