



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
July 21, 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 -50503** 2013 Bond
 - A. Approval of Offer Acceptance for Parcel #47 in relation to J-09 drainage improvement project.
 - B. Request for the issuance of a manual check of offer to complete the transaction
7. **AI -50459** 2013 Bond Series:
 - A. Approval of closing documents on parcels 47, 52 & 24, in relation to J-09 drainage project.
 - B. Request approval of manual checks to be issued for the completion of the acquisition transaction
8. **AI -50416 2013 Bonds:**
 - A. Request approval to issue Payment to Inland Pipe Rehab South Central (IPR South Central) in the amount of \$280,002.24 for Request for Payment Application No. 8-Retainage Release-Revised for Construction Contract No. TP07-13-RADO Drain Storm Sewer Rehab by Trenchless Method. Project Engineer : Melden & Hunt, Inc.
 - B. Request approval to accept Certificate of Construction Completion from Inland Pipe Rehab South Central (IPR South Central) for Construction Contract No. TP07-13-Rado Drain Storm Sewer Rehab by Trenchless Method. Project Engineer: Melden & Hunt, Inc.
9. **AI -50484** 2013 Bonds:

Request approval for Retainage Release in the amount of \$31,174.90 to RDH Site & Concrete, LLC related to Construction Contract No. HCDD1-14-010-04-09 Pct.2 Seminole Valley Subdivision Area Drainage Improvement. Project Engineer: R. Gutierrez Engineering Corp.
10. **AI -50523** 2013 Bonds:

Request approval to issue payment on the following items that have met audit requirements:

 - A. Application for Payment No. 1 in the amount of \$166,608.72 to GO Underground, LLC related to Construction Contract No. HCDD1-14-031-12-02 Pct.1 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group, Inc.

11. **AI -50460** A. Request approval of Change Order No. 1 to Texas Cordia Construction, LLC in the amount of \$56,101.78 related to Construction Contract No. HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain. Project Engineer: DOS Logistics. PO#625452.

 B. Request approval of Notice To Suspend to Texas Cordia Construction, LLC related to Construction Contract No. HCDD1-14-008-07-08 Pct.2 Alamo Drain. Suspension is required due to lead time required to manufacture two (2) Sluice Gates S4000 from Waterman Industries to comply with IBWC's request on AWWA C-560-7 Standards.

12. **AI -50499** 2013 Bonds:
 Request approval to issue payment on the following items after review and audit procedures have been completed:

 A. Retainage Release in the amount of \$14,610.00 to Foremost Paving, Inc. related to Construction Contract No. HCDD1-14-003-02-05 Pct.4 Area West Main Drain. Project Engineer: Guzman & Muñoz Engineering.

 B. Request approval to accept Certificate of Construction Completion from Foremost Paving, Inc. related to Construction Contract No. HCDD1-14-003-02-05 Pct.4 Area West Main Drain. Project Engineer: Guzman & Muñoz.

13. **AI -50545** Request approval to issue payment as a claim on the following items related to Incident Report dated 06-05-15 Mercedes PD Case No. 1509537-Damages to Telephone Lines & Electric Lines at West Liberty St. & Patricia St.-Mercedes, TX.

 A. AEP Claim No. C201567776SA American Electric Power Company \$11,864.00
 B. Phoenix Claim No. 159015786 Phoenix Loss Control \$ 4,759.49

14. **AI -50505** A. Request approval to create Slot 17 from District's Administration Budget for Accounting Supervisor position and set salary at \$60,000.00

 B. Request approval to create Slots 107 to 116 from District's M&O Budget for ten (10) Truck Driver positions and set salaries at \$30,343.00 each.

 C. Approval of Budget Amendment to fund new positions as noted in item no. 1 & 2.

15. **AI -50561** A. In accordance with section 791.014 of the Texas Government Code, Approval of Inter-local Agreement between Hidalgo County Drainage District #1 and the Hidalgo County, Texas to assist the county in ROW acquisition services for the Precinct 2 Regional Linear Park Project. The District's participation is in the amount of \$157,533.52 from the District General Fund - Aid to other Governments.

 B. Request Budget Amendment in the amount \$74,000 out of the District General Fund into the - aid to other governments account, to supplement the current available funds for the participation of the above mention inter-local.

16. **AI -50475** A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) for the provision of Professional Engineering Services required for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range Located at the Hidalgo County Drainage District No.1 yard Northeast of E. Richardson Road and North Doolittle Road.

 B.) Presentation of Scoring Grid of the firms graded and evaluated through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with Professional Engineering Services required for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range Located at the Hidalgo County Drainage District No. 1 yard Northeast of E. Richardson Road and North Doolittle Road.

FIRM NAME:	SCORE:	RANK:
Halff Associates Inc.	94	
Naismith Engineering Inc.	92	
Cruz - Hogan Consultants, Inc.	91	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provision of Professional Engineering Services for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range Located at the Hidalgo County Drainage District No.1 yard Northeast of E. Richardson Road and North Doolittle Road.

17. **AI -50486** Requesting approval to enter into a (48) month lease agreement with Dahill through the Districts membership with Choice Partners Contract No. 13/0151 DG-02 for one (1) Espon Sure Color Plotter. \$343.50 a month to include training, one set of ink, 36" & 44" roll paper and service throughout the lease period.
18. **AI -50487** Requesting approval of Wireless Voice, Data Services and Equipment from Verizon through the Districts membership with Texas Department of Information Resources Contract No. DIR-SDD-1779.

Equipment Description:	Equipment Cost:	Employee ID:	New Plan Description:	Rate Plans:
Kyocera Durax	0	079995	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151872	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	026344	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151200	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151697	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151774	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	019895	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151425	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	073938	More Everything Line Charge Basic Phone	\$30.00 per month

19. **AI -50556** A. Discussion and possible action on tax resale and private bids received on properties (list attached)
B. Discussion and possible action on Resolution for tax resale and private bid properties

20. **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**

21. Open Session:

A. Real Estate Acquisition

B. Pending and/or Potential Litigation

22. Closed Session:

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

23. Open Session:

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

24. Adjourn

AI -50503

6.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond

A. Approval of Offer Acceptance for Parcel #47 in relation to J-09 drainage improvement project.

B. Request for the issuance of a manual check of offer to complete the transaction

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

Budget & Management

Veronica Ortiz

07/16/2015 01:43 PM

Final Approval

Monica Badillo

07/17/2015 05:41 PM

Form Started By: Sylvia Sanchez

Started On: 07/16/2015 11:38 AM

Final Approval Date: 07/17/2015

AI -50459

7.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series:

A. Approval of closing documents on parcels 47, 52 & 24, in relation to J-09
drainage project.

B. Request approval of manual cheks to be issued for the completion of the
acquisition transaction

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/15/2015 11:34 AM
Final Approval	Monica Badillo	07/17/2015 05:41 PM
Form Started By: Sylvia Sanchez		Started On: 07/15/2015 10:31 AM
Final Approval Date: 07/17/2015		

AI -50416

8.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds:

A. Request approval to issue Payment to Inland Pipe Rehab South Central (IPR South Central) in the amount of \$280,002.24 for Request for Payment Application No. 8-Retainage Release-Revised for Construction Contract No. TP07-13-RADO Drain Storm Sewer Rehab by Trenchless Method. Project Engineer : Melden & Hunt, Inc.

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BACKGROUND

Fiscal Impact

Attachments

HGAC Buy Terms & Conditions TP7-13

Estimate No. 8 IPR

Certificate of Construction Completion IPR South Central

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/13/2015 02:36 PM
Final Approval	Monica Badillo	07/17/2015 05:41 PM
Form Started By: Claudette Guerrero		Started On: 07/10/2015 05:10 PM
Final Approval Date: 07/17/2015		



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:



BIDS



PROPOSALS

INVITATION No.: **TP07-13**

ISSUE DATE: **Feb 12, 2013**

CATEGORY: **Trenchless Pipeline Rehabilitation Services**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	December 18, 2012
PRE-BID/PROPOSAL CONFERENCE:	January 16, 2013 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	February 12, 2013
BID/PROPOSAL RESPONSES DUE:	March 14, 2013 @1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	March 14, 2013 @2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	May 21, 2013
CONTRACT START DATE & TERM:	July 1, 2013 thru June 30, 2015
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Bill Burton	Phone: 832-681-2514 E-mail: wburton@h-gac.com

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy** FORMS (Final)

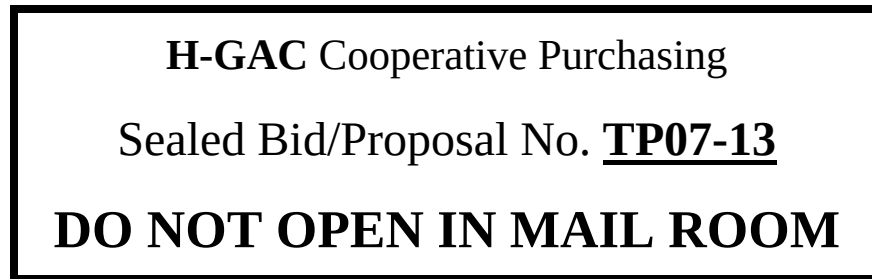
SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.



Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because **HGACBuy** is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.

INVITATION No. TP07-13

DESCRIPTION: Trenchless Pipeline Rehabilitation Services

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = **A**merican **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

EPA = U.S. **E**nvironmental **P**rotection **A**gency
FAA = Federal **A**viation **A**ddministration
FMVSS = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards
H-GAC = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments
IEEE = Institute of **E**lectrical and **E**lectronics **E**ngineers
MVD = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation
NFPA = **N**ational **F**ire **P**rotection **A**ssociation
NHTSA = **N**ational **H**ighway **T**raffic **S**afety **A**dministration
NIOSH = **N**ational **I**nstitute **F**or **O**ccupational **S**afety **A**nd **H**ealth
NIST = **N**ational **I**nstitute of **S**tandards and **T**echnology
NTEA = **N**ational **T**ruck **E**quipment **A**ssociation
OSHA = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration
RRC = **R**ailroad **C**ommission of Texas
SAE = **S**ociety of **A**utomotive **E**ngineers
TBPC = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)
TxDOT = **T**exas **D**epartment **O**f **T**ransportation
UL = **U**nderwriter's **L**aboratories Inc.
VTCS = **V**ernon's **T**exas **C**ivil **S**tatutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
- Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
 - a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
 - b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT be offered as options except as deducts for their omission from the base Product.**
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT be offered as options except as deducts for their omission from the base Product.**

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.

- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant. **NOTE** – Items in the Fourth Section should be supplied ONLY in the Original.

First Section:

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
 - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- m. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror's** information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed *FORMS* supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
 - **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within forty-five (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is **NOT** the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will fax **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and transmit it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the**

case of motor vehicles. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
 - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable

- End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - **HGACBuy** Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- | | |
|--|--|
| • Contract information | • Product and option item catalog listings |
| • Procurement schedules | • End User & Contractor information |
| • Response requirements & specifications | |

Functions

- | | |
|--|-----------------------------|
| • End User product inquiries | • Shipping/Delivery notices |
| • Product configuration and price quotes | • Invoice generation |
| • Purchase Orders and Confirmations | • Payment remittances, etc. |

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC's** Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC's** offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC's** Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working

days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor's** differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A GENERAL TERMS & CONDITIONS
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SECTION B – PRODUCT SPECIFIC REQUIREMENTS
For
Trenchless Pipeline Rehabilitation Services

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1. BACKGROUND AND PURPOSE

HGACBuy is a nationwide governmental Cooperative Purchasing Program that establishes blanket contracts, for a variety of goods and services, for the use of its Membership of more than 5500 local governments, districts, agencies, authorities and not-for-profit corporations in Texas and 46 other states. The Program is funded solely by a small “Order Processing Charge” levied on the contractor.

HGACBuy Members, have the potential need, for a wide variety of Trenchless Pipeline Rehabilitation Services. **HGACBuy** is soliciting proposals from responsible corporate entities who can furnish a listing or catalog of services and/or covered products pertaining to the reconstruction, rehabilitation or cleaning of pipelines, tubes, conduits or culverts by a means of Trenchless technology. Related items, products and services shall also be submitted and priced accordingly.

End Users would contact the awarded **HGACBuy** Contractor and execute a specific purchase order or 'End User Agreement' detailing the services and/or equipment plus charges that apply to that particular agreement. In any case, such specific order/agreement would be based on the terms and conditions of this Invitation and any subsequently executed contract between **H-GAC** and the Contractor. **HGACBuy** makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or related services will be procured through the contract.

2. INTRODUCTION & SCOPE

This Request for Proposal (RFP) is issued for the purpose of selecting qualified Trenchless Pipeline Rehabilitation Service providers and to make such products and services available to HGACBuy Members, which currently includes over 7,000 members and related associated members nationwide. The **Section B**, of this RFP, details specific HGACBuy minimum requirements and other specifications applicable to Trenchless Pipeline Rehabilitation Services covered by this Invitation. The features and performance of any offering must meet or exceed all requirements and specifications listed or referenced herein. For any required feature stated in general terms, it is understood that OEM standard shall meet the requirement.

- ❖ Proposers are requested to submit a proposal and offer their total line of available services and products that are commonly purchased by government entities, public agencies and other non-profit organizations.
- ❖ Proposers shall provide price lists and discounts for all items and services being offered, to provide labor

rates for services for regular and overtime periods and to provide any other value-added services that your company provides with pricing. Proposers shall demonstrate in any response to this RFP how sales, service, training and support will be provided and achieved throughout the United States. Organization structure, including all sales and support centers should be detailed, including the number and type of employees at each. Local governmental references, including contact and contact information shall also be provided as part of any response.

Our members may want to purchase selected services and or products, or they may be looking for a full turnkey project, necessitating additional services, training and maintenance agreements. Proposers must have the ability to effectively sell and service to all HGACBuy Members nationwide. It is the objective to solicit responses from several Service Providers and to award contracts to those Proposers that meet or exceed the expectations laid out in this RFP. **It is also the sole discretion of HGACBuy and its staff to be able to award multiple contracts under the same Base Services structure.**

3. DEFINITIONS AND ABBREVIATIONS

ASTM F1216 – Rehabilitation of pipelines by inversion and curing a resin impregnated tube.

ASTM F1743 – Rehabilitation of pipelines pulled-in place installation of a cured-in-place thermosetting resin pipe.

ASTM D5813 – Cured-in-place thermosetting resin sewer pipe.

Pipe-bursting: A system by which the burster unit splits the existing pipe while simultaneously installing a new pipe of the same or larger size.

Thermo Cured Product: When using the CIPP pipeline rehabilitation method, the resin impregnated flexible tube is cured by circulating hot water or steam within the tube to create a continuous and tight-fitting tube within the original pipe.

ASTM D790 – Test methods for flexural properties of unreinforced plastics.

4. SERVICE CATEGORIES

As part of the Service Specifications it shall always be certain, that the Contractor/Vendor and its Sub-contractors shall maintain ALL necessary and required local, state and federal licenses, insurance requirements, permits and will also adhere to all local, state and federal ordinances, rules, regulations and programs utilizing the best known practices, processes and equipment. The Contractor/Vendors and its Sub-contractors shall be responsible for any and all proper traffic warning devices, to protect the specific job site and to prevent accidents or personal injury to the public. They shall pay special attention to those laws that pertain to the handling, transportation and use of any hazardous materials, and disposal of all pesticide containers.

It shall also be noted that the Contractor/Vendor must supply the End User/Member with a copy of all necessary and required local, state and federal licenses, insurances and permits prior to performing any work. The Contractor/Vendor shall also be responsible for any damage to private or public property and make repairs immediately. If services provided must conform to American National Standards Institute (ANSI), American Society of Testing Materials (ASTM) or any other industry standard, the Vendor/Contractor must adhere to the latest standards applicable and provide certifications to End User/Member if so required.

This Proposal is divided into separate but related Service Categories, for ease of evaluation and proposal responses. Proposer is advised to offer a wide array, or offerings of products/services for the service category bid. When submitting a response, Proposer may choose to give a response on any of the categories or all. No additional weighted value will be given to a proposer who responds to more than one or all categories listed. Proposer shall provide in its Proposal, detailed descriptions and specifications of each service its company plans on proposing.

Service Categories

The H-GAC Service Categories covered by this Invitation include:

- A. Clean/TV & Evaluation for Gravity Pipelines
- B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines
- C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines
- D. Pipe Bursting Rehabilitation for Sewer Lines
- E. Pipe Bursting Rehabilitation for Water Lines
- F. Slip-lining with HDPE or FRP Rehabilitation
- G. Manhole and Structure Rehabilitation
- H. Excavation and Associated Items
- I. Horizontal Directional Drilling (HDD)
- J. Bypass Pumping for Gravity Pipe and Associated Items
- K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems
- L. Pressure Pipeline Bypass
- M. Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning
- N. Restoration and Associated Items
- O. Additional Labor Rates and Traffic Control
- P. Crew Travel & Mobilization

5. H-GAC ORDER PROCESSING CHARGE

As described in Section A, for each purchase order under an awarded contract, HGACBuy will invoice contractor directly for the 1.5% HGACBuy Order Processing Charge applicable to the value of each order it handles through the HGACBuy Program. It is the Offerors responsibility to take this into consideration when preparing the Response, building this Charge into the pricing accordingly.

6. SAFETY

Vendor and its sub-contractor(s) and their respective employees shall comply fully with all applicable federal, state and local safety and health laws, ordinances, rules and regulations in the performance of services, including but not limited to those promulgated by H-GAC / HGACBuy or its Members, and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

7. SUB-CONTRACTORS

In the event the Contractor or Vendor uses a sub-contractor, Vendor shall be fully responsible to HGACBuy and its Members for all acts and omissions of such sub-contractor just as the Vendor is responsible for Vendor's own acts and omissions. Nothing in this contract shall create for the benefit of any such sub-contractor any contractual relationship between H-GAC or HGACBuy and any such sub-contractor, nor shall it create any obligation on the part of H-GAC or HGACBuy or its Members to pay or to see to the payment of any monies due any such sub-contractor except as may otherwise be required by law.

8. COMPETITIVE PRICING

By submission of a response, Proposer certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Proposer shall explain how offered pricing differs from "best" pricing, and by how much.

9. PROPOSAL RESPONSE COMPONENTS

The following core areas must be addressed specifically in any response to this RFP:

- ❖ Proposals **(1-original and 1-copy)**, marked accordingly and in hard-sided 3-ring binders, shall be organized in tabbed sections, each containing ALL required information and/or FORMS as described below.
- ❖ In addition, complete responses shall also be provided in an electronic format such as; CD, thumb-drive, flash-drive, etc., such that the entire response can be uploaded to H-GAC's data system and be made available to End Users as may be requested. A single copy of the solicitation will suffice and should be put with/in the copy binder.
- ❖ Forms D & E must be provided in an Excel format. NOTE: Keep in mind, the 3-ringed binder marked ORIGINAL is locked away and the entire evaluation process is done from the COPY as well as the electronic copy. Therefore the 3-ringed binder marked copy must be an exact duplicate of the original including all the signatures and other markings.

Proposer shall provide the information described below, **labeled and tabbed to correspond with the designated Segment (Tab) Headings (A thru G) being bid.** The items in these Tabs (A-G) must be addressed completely.

**** It is this information (Tabs A-G) that will be evaluated and determine the proposer's final score.**

TAB - A. Proposer Identification / HUB Status / Checklist.

Place the completed **Forms A, B** and **C** behind this TAB as required.

TAB – B. Product and Services Offerings.

Place the completed **Forms D & E** behind this TAB as required. Contractor shall use the subject Forms to price the products and services they intend to provide to End Users thru an HGACBuy contract. Proposer shall identify each Service Category (A, B....P) on **Form D** and list the products and services along with its associated pricing. Contractor shall follow the format shown in the Form D example below when quoting their products and services.

- a. **Form D Pricing** – Contractor must provide the following information:
 - Service Category (A, B P).
 - Item No. (i.e. A1, B2, etc.). The first character will be determined by the Service Category (A, B etc.), the second will be the item no. listed/quoted under this category (1, 2, 3 etc) which will depend on how many products/services the proposer quotes.
 - Unit of Measure (UM) - LF, EA, CUFT, LB etc.
 - Item Description – Describe the product or service being quoted.
 - Price – Price quoted shall be the installed cost (where applicable). In categories such as Horizontal Directional Drilling, pipe costs are not included but must be noted in the item description provided on **Form D**.
- b. **Form E** is included in the bid package to allow pricing of those options offered by the contractor that may not fit into a particular Service Category.

FORM D (Example) - Products and Services Offerings (Tab B)			
Offeror Name:			
Invitation No.:	TP07-13 Trenchless Pipeline Rehabilitation Services		
Item	UM	Item Description	Unit Price
A. Clean/TV Evaluation for Gravity Pipelines			
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	
A2	LF	6" Clean and TV storm sewer	
A3	LF	6" - 12" Post TV Inspection After Rehabilitation	
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines			
B1	LF	36" Storm Pipe - Ecocast Rehabilitation - 1.5" Thickness	
B2	EACH	Tree Removal (6" – 12")	
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines			
C1	LF	6" x 4.5mm	
C2	EA	Internal reconnects on Cured-in-place pipe	
I. Horizontal Directional Drilling (HDD)			
I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand conditions (pipe cost excluded)	
O. Additional Labor Rates and Traffic Control			
O1	HR	Foreman - Regular	
O2	HR	Laborer - Regular	
P. Crew Travel & Mobilization			
P1	EA	Travel and Mobilization- Texas (Houston)	
P2	EA	Travel and Mobilization- Texas (San Antonio)	
P3	EA	Travel and Mobilization - Oklahoma	

Note: Contractor shall address any additional fee's, costs and charges that may be associated with any typical service agreement. There should be no hidden costs associated with any service agreement.

Contractor or Vendor and any and all sub-contractor(s) shall comply with all laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act, applicable to any procurement.

Form D & E pricing should be provided in an **Excel Format** on CD's, thumb-drives, flash-drives, etc. Products and services not listed in the response may not be added to a contract at a later date. Contractors are encouraged to provide a thorough price list of the products and services they would like to make available to H-GAC Members for this contract. Do not list products or services without pricing (e.g. 'price on application' or 'call for pricing'). Such listings will not be included in any contract and may not be sold thru the HGACBuy Program.

In addition to pricing, Proposer shall provide basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.); such that the basic capabilities and features of the equipment offered can be ascertained.

TAB - C. Qualifications and Background

- ❖ **Proposer must address each individual item listed below in their proposal (a-d).**

Provide detailed company information including:

- a. Ownership, history and current organization.
- b. Current capitalization and gross sales for each of the past three years.
- c. Number of current customers, broken down by private/government.
- d. References, at least ten (10) local type government and to include:
 - Full organization name and complete address.
 - Contact name with telephone number and email address.
 - How long have they been a customer and types of services they required?

TAB - D. Service Capabilities

- ❖ **Proposer must address each individual item listed below in their proposal (a-e).**

Describe in detail and as applicable, your;

- a. Technical support service/levels available, including a 24/7 capability and toll free phone number.
- b. Customer Service structure and organizational chart, maintenance staff and locations.
- c. Geographic presence, number of employees and office locations (maps and graphics are useful).
- d. Response to local governments during 'Emergencies' (e.g. how involved is your company during natural disasters such as Hurricane Ike or Katrina).
- e. Describe any quality assurance programs that are currently in place.

TAB - E. Reporting Capabilities

The electronic reporting of transactions and HGACBuy Order Processing Charges are extremely important. Activity Reports shall be done on a quarterly basis, at a minimum. This must be discussed in the Proposal in detail, how each transaction will be reported, what services are provided, for how long, who was the End User, location, date, total cost of service transaction and any other pertinent information shall be included.

TAB – F. Marketing Plan

Outline what your company will do to pro-actively market any HGACBuy contract you may receive to local government end users around the country. Specifics might include such things as sales calls, as well as POS materials and mail-outs. Address training of your staff in the subject of the contract and the HGACBuy Program in the event you are awarded a contract. Make note of whether you are comfortable explaining our

Program to your sales staff, and also state if you are familiar with the process of adding new End Users to our membership listing.

TAB – G. End User Service Agreements

Provide a copy of any standard ‘Customer Service Agreement’ (by whatever name your company refers to such document) which may be executed for End Users who would obtain services from you thru a potential HGACBuy contract. Particulars of any Customer Service Agreement are negotiable by the parties at the time of actual order placement. If you do not use a ‘Customer Service Agreement’, provide a description of your standard order process.

10. PROPOSAL EVALUATIONS

Proposals will be evaluated and scored relative to the criteria described below. These criteria are not meant to be exhaustive, and HGACBuy reserves the right to use information obtained from other sources in the evaluation. A minimum score of **70** is needed to be considered for contract recommendation, but does not guarantee award of any contract. Interpretation of information and awarding of points will be at HGACBuy sole discretion and determination.

Criteria Scoring Table	
Response Category	Possible Points
A. Proposer Identification / HUB Status / Checklist	5
B. Product and Services Offerings (Pricing)	35
C. Qualifications and Background	15
D. Service Capabilities	25
E. Reporting Capabilities	5
F. Marketing Plan	10
G. End User Service Agreements	5
Total Points:	100

HGACBuy may recommend one or more contract awards as may be determined necessary to serve the best interests of the Program, at **HGACBuy’s** sole discretion.

11. CONTRACT PERIOD

The initial contract term will be **24 months**. Any contract may be extended by mutual agreement of **H-GAC / HGACBuy** and the **Contractor**.

This is the end of Section B: Product Specific Requirements
For questions regarding this Invitation, please contact:

Bill Burton
Ph: 832-681-2514
Fax: 713-993-4548
Email: wburton@h-gac.com



SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: TP07-13

Title: Trenchless Pipeline Rehabilitation Services

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDROM, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: TP07-13

Invitation Title: Trenchless Pipeline Rehabilitation Services

Offeror Company:

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer**

☐ **Dealer/Distributor**

☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead**

☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2):

Title:

Mailing Address(3):

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Phone:

Fax:

Email Address:

Federal Tax ID No.:

Web Page URL:

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4):

Title:

Mailing Address:

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Toll Free Phone:

Fax:

Email Address:

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature:

Title:

Printed Name:

Date:

Title: Trenchless Pipeline Rehabilitation Services**Offeror:** _____

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is committed to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:

Title:

Date:

HUB Status Of Offeror☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.

Designation(s):

☐ HUB☐ DBE☐ MBE☐ WBE☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST		Procurement No.: TP07-13
Title: Trenchless Pipeline Rehabilitation Services		
Offeror:		
This <i>FORM</i> is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. <u>Responses that do not comply with all requirements may be considered non-compliant.</u> Offeror's signatory must review each item below, and certify by initialing in the space to the right.		
This Response Includes:	Init.	
1 An "Original" hard copy of the <u>COMPLETE</u> submission, including all required <i>FORMS</i> , plus one copy, each in a separate hard-sided 3-ring binder .		
2 A copy of the <u>COMPLETE</u> submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive). Forms D & E must be provided in an Excel Format.		
3 An originally signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful. Note: Contracts cannot be awarded without a properly completed Form A. Form A's must be submitted with the bid package and cannot be accepted once bids have been opened.		
4 The required list of References .		
5 Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)		
6 Complete Warranty Documentation for all Products offered.		
7 The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for all products offered.		
8 Form CIQ , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put "N/A" in the box to the right.		
9 If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"		
10 If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.		
11 A Bid/Proposal Bond , or Cashier's Check in the amount of \$3000 . (A percentage bond is NOT acceptable.)	Not Required	

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL**, Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of _____ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: _____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: _____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. **EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.**

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____

Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____

Deidre Vick, Director of Public Services

Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____, 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__

To: Melden & Hunt Inc.

INVOICE

Estimate No.: 8-RET.
Work Completed Thru: 31-Mar-15
Invoice Date: 13-Feb-15

- Revised

Project: Hidalgo County Drainage District
RADO Storm Sewer Rehab by Trenchless Method

From: Inland Pipe Rehab South Central
7600 S. Santa Fe, Bldg "E"
Houston, Texas 77061
713-834-0439, Fax 713-634-0489



PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	PREVIOUS ESTIMATE	PERIOD QUANTITY	THIS ESTIMATE	TO-DATE RPTD QTY	TOTAL TO DATE
1	A-30 Clean and TV Storm Sewer	LF	\$ 55.20	4420	4420	0	\$0.00	4420	\$243,984.00
2	A-42 Heavy Debris Removal - Man Entry	LF	\$ 350.00	250	250	0	\$0.00	250	\$87,500.00
3	B-12 Storm Pipe - ECO Cast Rehabilitation - 1.5" Thickness	LF	\$ 1,075.00	4420	4420	0	\$0.00	4420	\$4,751,500.00
	<u>ADDITIONAL WORK</u>								
4	Large Diameter Point Repair of 114" CMP Pipe Line	LS	\$ 517,060.80	1	1	0	\$0.00	1	\$517,060.80
5	Up grade Pipe Size from 102" to 114"	LS		1		0	\$0.00	0	\$0.00

Submitted: Ernest Haff 2/13/15
Inland Pipe Rehab SC Date

Earned this Period \$0.00 Earned to Date \$6,600,044.80
5% Retainage \$280,002.24

Approved: Frank N. Kuer 2-23-15
Melden & Hunt Inc. Date

Total Payments Due \$280,002.24
Less Previous Payments
Amount Due this Estimate \$280,002.24

To: Melden & Hunt Inc.

Project: Hidalgo County Drainage District
RADO Storm Sewer Rehab by Trenchless Method

INVOICE

From: Inland Pipe Rehab South Central
7800 S. Santa Fe, Bldg "E"
Houston, Texas 77061
713-634-0439, Fax 713-634-0489

Estimate No.: 8-RET.
Work Completed Thru: 01-Oct-14
Invoice Date: 19-Feb-15



X NO GO!

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	PREVIOUS ESTIMATE	PERIOD QUANTITY	THIS ESTIMATE	TO-DATE RPTD QTYS	TOTAL TO DATE
1	A-30 Clean and TV Storm Sewer	LF	\$ 55.20	4420	4420	0	\$0.00	4420	\$243,984.00
2	A-42 Heavy Debris Removal - Man Entry	LF	\$ 350.00	260	250	0	\$0.00	250	\$87,500.00
3	B-12 Storm Pipe - ECO Cast Rehabilitation - 1.5" Thickness	LF	\$ 1,075.00	4420	4420	0	\$0.00	4420	\$4,751,500.00
	ADDITIONAL WORK								
4	Large Diameter Point Repair of 114" CMP Pipe Line	LS	\$ 517,060.80	1	1	0	\$0.00	1	\$517,060.80
5	Up grade Pipe Size from 102" to 114"	LS		1		0	\$0.00	0	\$0.00

Submitted: *Donald Hoff* 2/13/15
Inland Pipe Rehab SC Date

Earned this Period \$0.00 Earned to Date \$5,600,044.80
5% Retainage \$280,002.24

Approved: _____
Melden & Hunt Inc. Date

Total Payments Due \$280,002.24
Less Previous Payments _____
Amount Due this Estimate \$280,002.24

**FINAL AFFIDAVIT OF ALL BILLS PAID
AND FINAL LIEN RELEASE**

STATE OF TEXAS
COUNTY OF HARRIS

THE UNDERSIGNED was contracted or hired by **Hidalgo County Drainage District** to furnish labor and/or materials in connection with certain improvements to real property described as follow:

Contractor: **IPR SC, LLC**

Job Name: **RADO Storm Sewer Rehab
By Trenchless Method**

Job Description: **Rehabilitation**

For Work Performed Through: **December, 2014**

Job Location: **Hidalgo County**

The undersigned certifies and warrants that there are no known mechanic's or material man's liens outstanding as of the date hereof, that all bills incurred by it with respect to the Work have been paid in full, and that there is no known basis for the filing of any mechanic's or material man's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned,; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or material man's lien or claims of lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from any said lien or claim including the payment of related costs, expenses, and responsible attorney's fees.

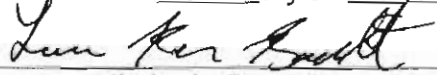
IPR SC, LLC
CONTRACTOR

SIGNATURE

GERALD HOFFPAUIR
PRINTED NAME

PROJECT MANAGER
TITLE

SUBSCRIBED AND SWORN to before me, the undersigned on this the 31st day of October, 2014.



Notary Public for the State of Texas
My Commission Expires: 1-14-2018





**HIDALGO COUNTY
DRAINAGE DISTRICT**

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

623795

PURCHASE ORDER

Date	Number
11/14/2013	623795

Vendor Address:

IPR SOUTH CENTRAL LLC
7600 S. SANTA FE DR. BLDG. E
HOUSTON, TX 77061

Attention:

Shipping Address: 902 N. Doolittle
Edinburg, TX 78542

Shipping
Method:

PCT NO. 2 RADO DRAIN REROUTE. APPROVED BY B.O.D.
11-12-13. *SEVERAL ITEMS AT NO CHARGE, PLEASE REFER
TO PRICE PROPOSAL*

VENDOR NOTES

1. DO NOT ADD TO, ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION. THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS. UNLESS OTHERWISE ATTACHED.

Item Code	Description	GL Code	Dist... Code	Quantity	Unit Price	Total	Date Received
	CLEAN AND TV 114IN CMP STO...	47330	350	4420.00	55.20	243,984.00	
	HEAVY CLEANING & DEBRIS RE...	47330	350	250.00	350.00	87,500.00	
	ECOCAST REHABILITATION OF ...	47330	350	4420.00	1,075.00	4,751,500.00	
	PINT REPAIRS OF 114IN CMP ...	47330	350	1.00	517,060.80	517,060.80	

Purchase Order Total: \$5,600,044.80

Vendor Name IPR SOUTH CENTRAL LLC

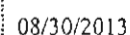
11/14/2013

623795

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
	CLEAN AND TV 114IN CMP STORM SEWER		4420.00	55.20	243,984.00
	HEAVY CLEANING & DEBRIS REMOVAL		250.00	350.00	87,500.00
	ECOCAST REHABILITATION OF 114IN ...		4420.00	1,075.00	4,751,500.00
	PINT REPAIRS OF 114IN CMP STORM ...		1.00	517,060.80	517,060.80

Purchase Order Total: \$5,600,044.80

Authorized By:



5600044.8



Price Proposal

IPR South Central LLC

7600 S. Santa Fe Dr. Building E
Houston, TX 77061
Office: (713) 634-0439 Fax: (713) 634-0489

Date: 11/5/2013

To: Hidalgo County Drainage District
Project: 114" CMP Rehab, Rado Drain

ESTIMATOR	JOB	LINE DEPTH	SITE CONDITIONS	HOST PIPE MATERIAL	PAYMENT TERMS	PRICING VALID UNTIL
NB				CMP		12/31/13

ITEM	QTY	DESCRIPTION	UNIT PRICE	UNIT MEASURE	LINE TOTAL
1	4420	Clean and TV 114" CMP Storm Sewer	\$55.20	LF	\$243,984.00
2	250	Heavy Cleaning & Debris Removal	\$350.00	LF	\$87,500.00
3	4420	EcoCast Rehabilitation of 114" CMP Storm Sewer	\$1,075.00	LF	\$4,751,500.00
4	4	EcoCast Manhole Rehabilitation	No Charge	EA	\$0.00
5	1	Travel and Mobilization	No Charge	LS	\$0.00
		Point Repairs of 114" CMP Storm Sewer			
		• 24" Curb and Gutter Removal			
		• Asphalt Removal			
		• 114" CMP Pipe Removal			
		• Metal Fence Removal			
		• Manhole Removal			
		• Encasement Removal			
		• Utilities Locate			
		• Utilities Adjustment			
6	1	• 24" Curb and Gutter Installation	\$517,060.80	LS	\$517,060.80
		• Asphalt Repair			
		• 114" CMP Installation			
		• Cement Stabilized Backfill			
		• Metal Fence Installation			
		• Manhole Installation			
		• Traffic Control			

LEGEND: LS= Lump Sum, LF=Linear Feet, EA=Each,

SUBTOTAL	\$5,600,044.80
SALES TAX	
TOTAL	\$5,600,044.80

- Additional Term and Conditions continued on next page.

Thank you for the opportunity to provide you this proposal. We look forward to working with you on this project.



Price Proposal

IPR South Central LLC

7600 S. Santa Fe Dr. Building E

Houston, TX 77061

Office: (713) 634-0439 Fax: (713) 634-0489

Date: 11/5/2013

To: Hidalgo County Drainage District #1

Project: 114" CMP Rehab, Rado Drain

- Schedule is Estimated as Follows:
 - Bid Approval- Pending HCDD Board Approval
 - Purchase Order Submitted- proceeding Board Approval
 - Bonds Submitted- Within 10 days of submission of Purchase Order
 - Notice to Proceed Issued- Upon submittal of Bonds
- Contract Time will be 180 calendar days (rain days allowed)
- Liquidating Damages will be \$500 per day
- One of the two drain pipes must be "open" and usable at all times
- 2% Payment discount on Net 15 day terms
- IPR will Warranty materials and installation for a period of One Year from the time of completion.
- Unit Prices Reflect HGAC Discounted Prices
- Price Includes Mobilization, Traffic Control, Pre and Post CCTV

X Ramon Garcia

Ramon Garcia, Chairman of the Board
Owner: Hidalgo County Drainage District No. 1

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 11/12/13

X Nicholas Banchetti

Nicholas Banchetti
General Manager, IPR- South Central

Thank you for the opportunity to provide you this proposal. We look forward to working with you on this project.

November 12, 2013

SPECIAL MEETING - November 12, 2013

BE IT REMEMBERED, that on this 12th day of November A.D., 2013, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS**

November 12, 2013

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

All members of the Board were counted present for the exception of Judge Garcia, yet joined the meeting shortly thereafter.

2. Open Forum

No Open Forum discussions.

3. Approval of Consent Agenda

The Board moved to approve the Consent Agenda.

4. AI-41676 2013 Bond Series

A. Requesting approval to accept proposal and enter into agreement with IPR South Central Contract NO. TP07-13 through the District's membership with HGAC-Buy Member No.07-1749; as it relates to Trenchless Pipeline Rehabilitation Services for 2013 Bond Program Rado Drain ReRoute Rehabilitation Project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Request Approval of Budget Amendment to reduce amount of bonds appropriated for contingencies and increase the budget for the construction of the Rado Drain Reroute

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Judge Ramon Garcia joined the meeting.

Commissioner Joseph Palacios stepped out of the meeting.

November 12, 2013

5. **AI-41649** Approval of 2014 Proposed Holidays

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

6. **AI-41689** Approval of 2013 Tax Roll Totals, as per Sec. 26.09(e), of the Texas Property Tax Code.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

7. **AI-41680** Acceptance and approval of the final negotiated contracts and/or documents between Hidalgo County/H. C. Drainage District No. 1 and Blue Cross Blue Shield of Texas and Dearborn National (No. 1 ranked providers) for the "Third Party Administration, Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment", project. (No.: 2013-143-10-16-CGA)

The Item was recessed then returned to during Commissioners' Court.

All members of the Board were present for the vote.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

8. **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:

NO ACTION taken on this Item.

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

NO ACTION taken on Items 8.A & 8.B.

9. **Open Session:**

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

NO ACTION taken on Items 9.A & 9.B.

November 12, 2013

10.

Closed Session:

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

NO ACTION taken on this Item.

11.

Open Session:

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

NO ACTION taken on this Item.

12.

Adjourn

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS,
seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Board
made a UNANIMOUS vote of approval to Adjourn.

Vote: 5 - 0 - Unanimously

November 12, 2013

There being no further business to come before said
Court, the meetings of the Commissioners' Court and the
Drainage District #1 Board are now hereby adjourned.

Dated this the 12th day of November, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Virginia Jones, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of
the Commissioners' Court held on November 12, 2013.

Signed this 12th day of November 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Virginia Jones, Deputy

Zimbra

jaime.salazar@hcdd1.org

RE: Rado Pricing Revised

From : Fred Kurth <fkurth@meldenandhunt.com>

Wed, Nov 06, 2013 09:50 AM

Subject : RE: Rado Pricing Revised

📎 1 attachment

To : 'Jaime Salazar' <jaime.salazar@hcdd1.org>**Reply To :** fkurth@meldenandhunt.com

Mr. Salazar,

Yes. The revised cost proposal covers all of the items we discussed.

Thanks, Fred.

From: Jaime Salazar [mailto:jaime.salazar@hcdd1.org]**Sent:** Wednesday, November 06, 2013 9:00 AM**To:** fkurth**Subject:** Fwd: Rado Pricing Revised

Mr. Kurth, please review the attached and let me know if we've covered everything. Thank you,

Jaime J. Salazar, Buyer
Hidalgo County Drainage District No.1
902 N. Doolittle
Edinburg, TX 78542
Phone: (956)292-7080
Fax: (956)292-7089

From: "Collis Parrish" <cparrish@teamipr.com>**To:** "Jaime Salazar (jaime.salazar@hcdd1.org)" <jaime.salazar@hcdd1.org>**Sent:** Wednesday, November 6, 2013 8:50:58 AM**Subject:** Rado Pricing Revised**Collis Parrish**

Regional Manager of
Business Development



7600 South Santa Fe Bldg. E

Houston, TX 77061
Mobile: 832.428.7625
Fax: 713.634.0489

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No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4158 / Virus Database: 3615/6780 - Release Date: 10/25/13

Internal Virus Database is out of date.



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Zimbra

jaime.salazar@hcdd1.org

RE: Rado Pricing Revised

From : Loleta Joiner <Loleta.Joiner@h-gac.com>
Subject : RE: Rado Pricing Revised
To : 'Jaime Salazar' <jaime.salazar@hcdd1.org>

Wed, Nov 06, 2013 10:56 AM

 1 attachment

Hi Jaime

I have checked the prices and they are correct; please make the Purchase order out to the vendor and send a copy of the PO and the HGACBUY Worksheet to me by email or fax.

*Loleta Joiner
Procurement Services Specialist
Cooperative Purchasing
Direct: 713-993-2486
Fax: 713-993-4548
ljoiner@h-gac.com
www.HGACBUY.org*

From: Jaime Salazar [mailto:jaime.salazar@hcdd1.org]
Sent: Wednesday, November 06, 2013 9:37 AM
To: Joiner, Loleta; Burton, William
Subject: Fwd: Rado Pricing Revised

Good morning Loleta, IPR made some minor revisions to their proposal I would like for you to review. Please let me know if you have any questions.

Thank you,

Jaime J. Salazar, Buyer
Hidalgo County Drainage District No.1
902 N. Doolittle
Edinburg, TX 78542
Phone: (956)292-7080
Fax: (956)292-7089

From: "Collis Parrish" <cparrish@teamipr.com>
To: "Jaime Salazar (jaime.salazar@hcdd1.org)" <jaime.salazar@hcdd1.org>
Sent: Wednesday, November 6, 2013 8:50:58 AM
Subject: Rado Pricing Revised

Collis Parrish

Regional Manager of
Business Development



7600 South Santa Fe Bldg. E
Houston, TX 77061
Mobile: 832.428.7625
Fax: 713.634.0489

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A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
IPR SOUTH CENTRAL, LLC
Pasadena, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, IPR South Central, LLC, hereinafter referred to as the CONTRACTOR, having its principal place of business at 7600 South Santa Fe Drive., Building E, Pasadena, Texas 77506.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Trenchless Pipeline Rehabilitation Services Contract to become effective as of July 1, 2013, and to continue through June 30, 2015 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Trenchless Pipeline Rehabilitation Services offered by the CONTRACTOR. The CONTRACTOR agrees to sell Trenchless Pipeline Rehabilitation Services through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: TP07-13, including any relevant suffixes
4. CONTRACTOR's Response to Proposal No: TP07-13, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:**PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

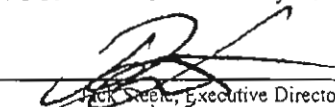
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/

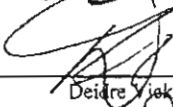
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:


Jack Steel, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:


Deidre Viek, Director of Public Services

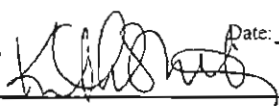
Date: June 14, 2013

Signed for IPR South Central, LLC
Pasadena, Texas:


Printed Name & Title: Nick Banchetti, General Manager

Date: May 24, 2013

Attest for IPR South Central, LLC
Pasadena, Texas:


Printed Name & Title: Katharine Medina, Contract Administrator

Date: May 24, 2013

Attachment -A
Vendor: IPR South Central LLC
Contract: TP07-13 Trenchless Pipeline Rehabilitation Services

SECTION - A Clean/TV & Evaluation for Gravity Pipelines:

A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	\$ 4.00
A2	LF	Sewer Main Television Inspection (18" through 24" Diameter)	\$ 6.00
A3	LF	Sewer Main Television Inspection (27" through 36" Diameter)	\$ 8.00
A4	LF	Sewer Main Television Inspection (42" through 48" Diameter)	\$ 12.00
A5	LF	Sewer Main Television Inspection (54" through 60" Diameter)	\$ 14.00
A6	LF	Sewer Main Cleaning - Normal (8" through 15" Diameter)	\$ 4.00
A7	LF	Sewer Main Cleaning - Normal (18" through 24" Diameter)	\$ 6.00
A8	LF	Sewer Main Cleaning - Normal (27" through 36" Diameter)	\$ 8.00
A9	LF	Sewer Main Cleaning - Normal (42" through 48" Diameter)	\$ 12.00
A10	LF	Sewer Main Cleaning - Normal (54" through 60" Diameter)	\$ 14.00
A11	LF	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	\$ 6.00
A12	LF	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	\$ 8.00
A13	LF	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	\$ 25.00
A14	LF	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	\$ 35.00
A15	LF	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	\$ 38.00
A16	LF	6" Clean and TV storm sewer	\$ 3.68
A17	LF	8" Clean and TV storm sewer	\$ 3.68
A18	LF	10" Clean and TV storm sewer	\$ 4.60
A19	LF	12" Clean and TV storm sewer	\$ 4.60
A20	LF	15" Clean and TV storm sewer	\$ 6.44
A21	LF	18" Clean and TV storm sewer	\$ 9.20
A22	LF	21" Clean and TV storm sewer	\$ 11.04
A23	LF	24" Clean and TV storm sewer	\$ 12.88
A24	LF	27" Clean and TV storm sewer	\$ 13.80
A25	LF	30" Clean and TV storm sewer	\$ 18.40
A26	LF	33" Clean and TV storm sewer	\$ 23.00
A27	LF	36" Clean and TV storm sewer	\$ 27.60
A28	LF	42" Clean and TV storm sewer	\$ 36.80
A29	LF	48" Clean and TV storm sewer	\$ 46.00
A30	LF	54" Clean and TV storm sewer	\$ 55.20
A31	LF	6" - 12" Post TV Inspection After Rehabilitation	\$ 2.76
A32	LF	14" - 20" Post TV Inspection After Rehabilitation	\$ 2.76
A33	LF	21" - 36" Post TV Inspection After Rehabilitation	\$ 4.60
A34	LF	42" or Larger Post TV Inspection After Rehabilitation	\$ 6.44
A35	EA	Re-setup for TV Due to Point Repairs or Obstructions	\$ 138.00
A36	LF	Mechanical Root removal	\$ 3.22
A37	LF	Grease removal	\$ 3.22
A38	EA	Other Remote Obstruction removal (max. 10 lf)	\$ 690.00
A39	LF	Smoke Testing	\$ 1.84
A40	EA	Manhole/Cleanout & Sewer Line Visual Inspection	\$ 184.00
A41	EA	GPS Survey of Manholes & Cleanouts	\$ 138.00
A42	LF	Heavy Debris Removal - MAN ENTRY	\$ 500.00
A43	EA	Dyed Water Flooding/Leak Quantification & Evaluation	\$ 322.00

SECTION - B Centrifugally Cast Pipe Rehabilitation for Sewer Lines:

B1	LF	36" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 250.00
B2	LF	42" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 285.00
B3	LF	48" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 325.00
B4	LF	54" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 385.00
B5	LF	60" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 525.00
B6	LF	66" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 670.00
B7	LF	72" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 800.00
B8	LF	78" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 875.00
B9	LF	84" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 975.00
B10	LF	90" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,115.00
B11	LF	96" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,400.00
B12	LF	102" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,680.00
B13	LF	36" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 300.00
B14	LF	42" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 342.00
B15	LF	48" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 390.00
B16	LF	54" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 462.00
B17	LF	60" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 630.00

B18	LF	66" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 804.00
B19	LF	72" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 960.00
B20	LF	84" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,170.00
B21	LF	96" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,680.00
B22	LF	102" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 2,016.00
B23	SF	EACH ADDITIONAL 5" Thickness	\$ 50.00
B24	CY	CHANNEL EXCAVATION	\$ 35.00
B25	CY	DEBRIS REMOVAL	\$ 35.00
B26	AC	CLEARING AND GRUBBING	\$ 4,500.00
B27	EACH	TREE REMOVAL (6" - 12")	\$ 1,500.00
B28	EACH	TREE REMOVAL (13" - 23")	\$ 3,000.00
B29	EACH	TREE REMOVAL (> 24")	\$ 5,000.00
B30	EACH	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	\$ 1,200.00
B31	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	\$ 250.00

SECTION - C

Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines:

C1	LF	6" x 4.5mm	\$ 36.80
C2	LF	8" x 6.0mm	\$ 34.96
C3	LF	10" x 6.0mm	\$ 38.54
C4	LF	12" x 6.0mm	\$ 53.36
C5	LF	15" x 7.5mm	\$ 64.40
C6	LF	18" x 9.0mm	\$ 78.20
C7	LF	21" x 9.0mm	\$ 105.80
C8	LF	24" x 10.5mm	\$ 128.80
C9	LF	27" x 10.5mm	\$ 147.20
C10	LF	30" x 12.0mm	\$ 174.80
C11	LF	33" x 12.0mm	\$ 207.00
C12	LF	36" x 12.0mm	\$ 230.00
C13	LF	42" x 13.5mm	\$ 257.60
C14	LF	48" x 15.0mm	\$ 432.40
C15	LF	54" x 18.0mm	\$ 552.00
C16	LF	6" & 8" Additional 1.5mm	\$ 0.92
C17	LF	10" & 12" Additional 1.5mm	\$ 4.60
C18	LF	15" & 18" Additional 1.5mm	\$ 13.80
C19	LF	21" & 24" Additional 1.5mm	\$ 23.00
C20	LF	27" Additional 1.5mm	\$ 27.60
C21	LF	30" Additional 1.5mm	\$ 32.20
C22	EA	33" Additional 1.5mm	\$ 36.80
C23	EA	36" Additional 1.5mm	\$ 41.40
C24	EA	42" Additional 1.5mm	\$ 46.00
C25	EA	48" Additional 1.5mm	\$ 55.20
C26	EA	54" Additional 1.5mm	\$ 64.40
C27	EA	Internal reconnects on Cured-in-place pipe	\$ 276.00
C28	LF	4"-6" Installation and cure of lateral liner from main <12" dia.	\$ 4,600.00
C29	LF	4"-6" Installation and cure of lateral liner from surface clean out to main	\$ 5,980.00
C30	EA	4"-6" Set-up for installations of <20 each total	\$ 4,600.00
C31	EA	4"-6" Set-up for installations of 20-50 each total	\$ 3,220.00
C32	EA	4"-6" Set-up for installations of 51-150 each total	\$ 1,840.00
C33	EA	6" - 12" CIPP Setup Charge (< 300 LF)	\$ 920.00
C34	EA	15" - 21" CIPP Setup Charge (< 300 LF)	\$ 1,380.00
C35	EA	24" - 36" CIPP Setup Charge (< 300 LF)	\$ 1,840.00
C36	EA	36" or Larger CIPP Setup Charge (< 300 LF)	\$ 1,840.00
C37	EA	Backyard Easement Setup (6" - 10")	\$ 1,380.00
C38	EA	Backyard Easement Setup (12" - 18")	\$ 1,840.00
C39	SY	Timber Matting for Large Diameter Setup	\$ 46.00

SECTION - D

Pipe Bursting Rehabilitation for Sewer Lines:

D1	LF	Burst existing 6" to 6" IPS SDR 19 (0'-8" deep)	\$ 46.00
D2	LF	Burst existing 6" to 6" IPS SDR 19 (8'-12" deep)	\$ 50.60
D3	LF	Burst existing 6" to 6" IPS SDR 19 (12'-16" deep)	\$ 55.20
D4	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (0'-8" deep)	\$ 52.00
D5	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (8'-12" deep)	\$ 55.00
D6	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16" deep)	\$ 58.00
D7	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (0'-8" deep)	\$ 60.00
D8	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (8'-12" deep)	\$ 65.00
D9	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16" deep)	\$ 69.00
D10	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (0'-8" deep)	\$ 67.00
D11	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (8'-12" deep)	\$ 71.00
D12	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (12'-16" deep)	\$ 75.00
D13	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (0'-8" deep)	\$ 72.00

D14	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	\$ 78.20
D15	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	\$ 92.00
D16	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	\$ 82.80
D17	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	\$ 92.00
D18	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	\$ 110.40
D19	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	\$ 115.00
D20	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	\$ 119.60
D21	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	\$ 133.40
D22	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	\$ 145.00
D23	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	\$ 152.00
D24	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	\$ 158.00
D25	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	\$ 165.00
D26	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	\$ 174.80
D27	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	\$ 202.40
D28	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	\$ 215.00
D29	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	\$ 235.00
D30	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	\$ 245.00
D31	EA	3" - 12" Pipeburst Setup Charge (< 300 LF)	\$ 1,200.00
D32	EA	16" - 22" Pipeburst Setup Charge (< 300 LF)	\$ 1,840.00
D33	EA	24" or Larger Pipeburst Setup Charge (< 300 LF)	\$ 2,300.00

SECTION - E**Pipe Bursting Rehabilitation for Water Lines:**

E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 45.00
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 55.00
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 68.00
E4	LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 82.00
E5	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 95.00
E6	EA	Install 1" corporation stop with valve box	\$ 400.00
E7	EA	Install 2" corporation stop with valve box	\$ 700.00
E8	EA	Install 4" gate valve & box	\$ 600.00
E9	EA	Install 6" gate valve & box	\$ 800.00
E10	EA	Install 8" gate valve & box	\$ 1,200.00
E11	EA	Install 12" gate valve & box	\$ 2,200.00
E12	EA	Install 8"x2" service saddle	\$ 900.00
E13	EA	Install 12"x1" service saddle	\$ 1,200.00
E14	EA	Install 12"x2" service saddle	\$ 1,300.00
E15	EA	Connect new 1" water line w/existing 1" water line	\$ 300.00
E16	EA	Connect new 2" water line w/existing 2" water line	\$ 500.00
E17	EA	Connect new 4" water line w/existing 4" water line	\$ 600.00
E18	EA	Connect new 6" water line w/existing 6" water line	\$ 700.00
E19	EA	Connect new 8" water line w/existing 8" water line	\$ 800.00
E20	EA	Connect new 12" water line w/existing 12" water line	\$ 1,000.00
E21	EA	Install 3/4 inch service connections	\$ 525.00
E22	EA	Remove and dispose of existing fire hydrant	\$ 500.00
E23	EA	Salvage existing fire hydrant and re-install in new location	\$ 2,600.00
E24	TON	Recover pavement with cold mix asphalt	\$ 100.00
E25	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	\$ 535.00
E26	EA	Furnish and install 5" ductile iron pipe fire hydrant lead piping	\$ 625.00
E27	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead and FH valve	\$ 4,100.00

SECTION - F**Sliplining With HDPE or FRP Rehabilitation:**

F1	LF	6" HDPE IPS SDR 21 (0'- 3' deep)	\$ 46.00
F2	LF	6" HDPE IPS SDR 21 (3'- 12' deep)	\$ 50.60
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	\$ 55.20
F4	LF	8" HDPE IPS SDR 21 (0'- 3' deep)	\$ 46.00
F5	LF	8" HDPE IPS SDR 21 (3'- 12' deep)	\$ 50.60
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	\$ 55.20
F7	LF	10" HDPE IPS SDR 21 (0'- 3' deep)	\$ 50.60
F8	LF	10" HDPE IPS SDR 21 (3'- 12' deep)	\$ 55.20
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	\$ 59.80
F10	LF	12" HDPE IPS SDR 21 (0'- 3' deep)	\$ 59.80
F11	LF	12" HDPE IPS SDR 21 (3'- 12' deep)	\$ 64.40
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	\$ 69.00
F13	LF	16" HDPE IPS SDR 21 (0'- 3' deep)	\$ 69.00
F14	LF	16" HDPE IPS SDR 21 (3'- 12' deep)	\$ 78.20
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	\$ 92.00
F16	LF	18" HDPE IPS SDR 21 (0'- 3' deep)	\$ 82.80
F17	LF	18" HDPE IPS SDR 21 (3'- 12' deep)	\$ 92.00
F18	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	\$ 110.40
F19	LF	20" HDPE IPS SDR 21 (0'- 3' deep)	\$ 110.40
F20	LF	20" HDPE IPS SDR 21 (3'- 12' deep)	\$ 119.60
F21	LF	20" HDPE IPS SDR 21 (12'- 16' deep)	\$ 133.40
F22	LF	24" HDPE IPS SDR 21 (0'- 3' deep)	\$ 128.80
F23	LF	24" HDPE IPS SDR 21 (3'- 12' deep)	\$ 138.00
F24	LF	24" HDPE IPS SDR 21 (12'- 16' deep)	\$ 151.80
F25	LF	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 253.00
F26	LF	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 276.00
F27	LF	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 322.00

F28	LF	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 368.00
F29	LF	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 506.00
F30	LF	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 552.00
F31	LF	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 736.00
F32	LF	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 920.00
F33	LF	27" Installation of FRP or SRPCP segments <10lf/joints	\$ 303.60
F34	LF	30" Installation of FRP or SRPCP segments <10lf/joints	\$ 331.20
F35	LF	36" Installation of FRP or SRPCP segments <10lf/joints	\$ 386.40
F36	LF	42" Installation of FRP or SRPCP segments <10lf/joints	\$ 441.60
F37	LF	48" Installation of FRP or SRPCP segments <10lf/joints	\$ 607.20
F38	LF	54" Installation of FRP or SRPCP segments <10lf/joints	\$ 662.40
F39	LF	60" Installation of FRP or SRPCP segments <10lf/joints	\$ 883.20
F40	LF	72" Installation of FRP or SRPCP segments <10lf/joints	\$ 1,104.00
F41	LS	27" Set-up for contiguous installations < 150 lf	\$ 920.00
F42	LS	30" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F43	LS	36" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F44	LS	42" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F45	LS	48" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F46	LS	54" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F47	LS	60" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F48	LS	72" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F49	CUFT	All Sizes Annular space grouting cement slurry base	\$ 46.00
F50	LS	All Sizes Set-up for annular space grouting <100 cubic feet	\$ 3,000.00
F51	LB	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc. (500lb/min)	\$ 92.00

SECTION - G

Manhole and Structure Rehabilitation:

G1	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch cementitious	\$ 115.00
G2	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	\$ 35.00
G3	VF	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal	\$ 400.00
G4	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	\$ 80.00
G5	VF	Manhole Rehabilitation - W/1 inch Geopolymer	\$ 355.00
G6	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	\$ 75.00
G7	EA	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	\$ 1,800.00
G8	VF	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	\$ 400.00
G9	SQFT	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	\$ 90.00
G10	SQFT	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	\$ 90.00
G11	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	\$ 90.00
G12	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	\$ 90.00
G13	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	\$ 90.00
G14	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	\$ 90.00
G15	LS	All Sizes Set-up for install of poured in place MH structure <100 sq ft	\$ 1,380.00
G16	EA	All Sizes Installation of Manhole Chimney Seal	\$ 552.00
G17	EA	New manhole frame and cover-24"	\$ 690.00
G18	EA	New manhole frame and cover-32"	\$ 690.00
G19	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	\$ 920.00
G20	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	\$ 1,200.00
G21	EA	Adjust manhole frame and cover	\$ 550.00
G22	EACH	INVERT INSTALLATION, 4' DIAMETER	\$ 250.00
G23	EACH	INVERT INSTALLATION, 5' DIAMETER	\$ 400.00
G24	EACH	INVERT INSTALLATION, 6' DIAMETER	\$ 750.00
G25	SF	INVERT INSTALLATION, OTHER CONFIGURATIONS	\$ 85.00

SECTION - H

Excavation and Additional Items:

H1	EA	6" - 8" Point repair (0'-3' deep)	\$ 2,760.00
H2	EA	6" - 8" Point repair (8'-12' deep)	\$ 3,220.00
H3	EA	6" - 8" Point repair (12'-16' deep)	\$ 4,140.00
H4	EA	10" - 12" Point repair (0'-3' deep)	\$ 2,760.00
H5	EA	10" - 12" Point repair (3'-12' deep)	\$ 3,220.00
H6	EA	10" - 12" Point repair (12'-16' deep)	\$ 4,140.00
H7	EA	15" - 18" Point repair (0'-8' deep)	\$ 3,220.00
H8	EA	15" - 18" Point repair (8'-12' deep)	\$ 3,680.00
H9	EA	15" - 18" Point repair (12'-16' deep)	\$ 4,140.00
H10	EA	21" - 24" Point repair (0'-8' deep)	\$ 4,000.00
H11	EA	21" - 24" Point repair (8'-12' deep)	\$ 4,350.00
H12	EA	21" - 24" Point repair (12'-16' deep)	\$ 5,000.00
H13	LF	6" - 8" Point repair extra length over 10 linear feet	\$ 59.80
H14	LF	10" - 12" Point repair extra length over 10 linear feet	\$ 59.80
H15	LF	15" - 18" Point repair extra length over 10 linear feet	\$ 92.00
H16	LF	21" - 24" Point repair extra length over 10 linear feet	\$ 138.00
H17	EA	External reconnect (0'-3' deep) up to 5 linear feet	\$ 920.00
H18	EA	External reconnect (3'-12' deep) up to 5 linear feet	\$ 1,380.00

H19	EA	External reconnect (12'-16' deep) up to 5 linear feet	\$ 2,300.00
H20	EA	External reconnect (16'-20' deep) up to 5 linear feet	\$ 3,200.00
H21	EA	External reconnect (over 20' deep) up to 5 linear feet	\$ 7,000.00
H22	LF	Extra length service connection over 5 linear feet	\$ 41.40
H23	EA	Remove and replace or install cleanout	\$ 1,840.00
H24	EA	Access Pit (0'-8' deep)	\$ 1,104.00
H25	EA	Access Pit (8'-12' deep)	\$ 1,380.00
H26	EA	Access Pit (12'-16' deep)	\$ 2,300.00
H27	EA	Access Pit (16'-20' deep)	\$ 4,000.00
H28	EA	Access Pit (over 20' deep)	\$ 8,000.00
H29	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	\$ 690.00
H30	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	\$ 1,104.00
H31	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	\$ 1,472.00
H32	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	\$ 2,200.00
H33	LF	Trench safety (0-8' deep)	\$ 5.00
H34	LF	Trench safety (8-12' deep)	\$ 8.00
H35	LF	Trench safety (12-16' deep)	\$ 20.00
H36	LF	Trench safety (16-20' deep)	\$ 35.00
H37	LF	Trench safety over 20' deep)	\$ 100.00
H38	EA	Install New 4' DIA precast manhole 0' - 6' deep	\$ 3,680.00
H39	VF	Extra depth 4' DIA precast manhole over 6' deep	\$ 414.00
H40	EA	Install New 5' DIA precast manhole 0' - 6' deep	\$ 5,680.00
H41	VF	Extra depth 5' DIA precast manhole over 6' deep	\$ 914.00
H42	EA	Install New 6' DIA precast manhole 0' - 6' deep	\$ 8,680.00
H43	VF	Extra depth 6' DIA precast manhole over 6' deep	\$ 1,214.00
H44	EA	Install New 4' DIA fiberglass manhole 0' - 6' deep	\$ 3,680.00
H45	VF	Extra depth 4' DIA fiberglass manhole over 6' deep	\$ 414.00
H46	EA	Install New 5' DIA fiberglass manhole 0' - 6' deep	\$ 5,680.00
H47	VF	Extra depth 5' DIA fiberglass manhole over 6' deep	\$ 914.00
H48	EA	Install New 6' DIA fiberglass manhole 0' - 6' deep	\$ 8,680.00
H49	VF	Extra depth 6' DIA fiberglass manhole over 6' deep	\$ 1,214.00
H50	EA	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	\$ 5,000.00
H51	VF	Extra Depth: Type B Structure, greater than 6' depth	\$ 500.00
H52	EA	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	\$ 6,500.00
H53	VF	Extra Depth: Type C Structure, greater than 6' depth	\$ 500.00
H54	Ton	Cement stabilized sand	\$ 36.80
H55	Ton	Granular backfill/Crushed Rock	\$ 27.50
H56	CY	Flowable Fill	\$ 120.00
H57	EA	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	\$ 6,200.00
H58	LF	Extra length dewatering over 20 linear feet	\$ 46.00
H59	DAY	Operation Maintain Well Points by the Day	\$ 300.00
H60	CY	Extra hand excavation	\$ 69.00

SECTION - I

Horizontal Directional Drilling (HDD):

11	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 36.80
12	IN/DIA/LF	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 36.80
13	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 46.00
14	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 46.00
15	IN/DIA/LF	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 9.20
16	IN/DIA/LF	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
17	IN/DIA/LF	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
18	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80
19	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
110	IN/DIA/LF	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 18.40
111	IN/DIA/LF	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
112	IN/DIA/LF	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
113	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80
114	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
115	IN/DIA/LF	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 27.60
116	IN/DIA/LF	15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
117	IN/DIA/LF	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
118	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80
119	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
120	IN/DIA/LF	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 27.60
121	IN/DIA/LF	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
122	IN/DIA/LF	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
123	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80
124	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
125	IN/DIA/LF	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 36.80
126	IN/DIA/LF	27"-36" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
127	IN/DIA/LF	27"-36" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
128	IN/DIA/LF	27"-36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80

I29	IN/DIA/LF	27"-36" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
I30	IN/DIA/LF	27"-36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 36.80
I31	EA	Access Pit for Directional Drill (0'-4' deep)	\$ 3,500.00
I32	EA	Access Pit for Directional Drill (8'-12' deep)	\$ 3,500.00
I33	EA	Access Pit for Directional Drill (12'-16' deep)	\$ 5,000.00
I34	EA	Access Pit for Directional Drill (16'-20' deep)	\$ 8,000.00
I35	EA	Access Pit for Directional Drill (over 20' deep)	\$ 8,000.00
I36	LS	2"-4" Set-up for contiguous lengths <150 lf	\$ 920.00
I37	LS	6"-8" Set-up for contiguous lengths <150 lf	\$ 920.00
I38	LS	10"-12" Set-up for contiguous lengths <150 lf	\$ 920.00
I39	LS	15"-18" Set-up for contiguous lengths <150 lf	\$ 920.00
I40	LS	21"-24" Set-up for contiguous lengths <150 lf	\$ 920.00
I41	LS	27"-36" Set-up for contiguous lengths <150 lf	\$ 920.00

Note: Pipe cost excluded from above prices.

SECTION - J

Bypass Pumping for Gravity Pipe and Associated Items:

J1	EA	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	\$ 1,200.00
J2	EA	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	\$ 2,400.00
J3	EA	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	\$ 5,500.00
J4	EA	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	\$ 8,700.00
J5	EA	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	\$ 13,500.00
J6	LF	Additional Length 3" Bypass Discharge Line over 1000 feet	\$ 18.00
J7	LF	Additional Length 10" Bypass Discharge Line over 1000 feet	\$ 24.00
J8	LF	Additional Length 12" Bypass Discharge Line over 1000 feet	\$ 44.00
J9	LF	Additional Length 18" Bypass Discharge Line over 1000 feet	\$ 66.00
J10	DAY	Operate 4" pumping System per pump	\$ 250.00
J11	DAY	Operate 6" pumping System per pump	\$ 1,440.00
J12	DAY	Operate 8" pumping System per pump	\$ 2,820.00
J13	DAY	Operate 12" pumping System per pump	\$ 4,420.00
J14	DAY	Operate 18" pumping System per pump	\$ 8,380.00
J15	DAY	Bypass - Driveway Ramp (Setup, Operate, Maintain)	\$ 1,500.00
J16	DAY	Bypass - Street Ramp (Setup, Operate, Maintain)	\$ 1,500.00
J17	LF	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	\$ 46.00
J18	LF	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	\$ 46.00
J19	LF	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	\$ 46.00

SECTION - K

Pressure Pipe Lining and Reinforced Pressure Pipe Lining System:

Potable Pressure Pipelines

K1	LF	6" Installation of Pressure Pipe Lining	\$ 129.00
K2	LF	8" Installation of Pressure Pipe Lining	\$ 135.00
K3	LF	10" Installation of Pressure Pipe Lining	\$ 155.00
K4	LF	12" Installation of Pressure Pipe Lining	\$ 172.00
K5	LF	15" Installation of Pressure Pipe Lining	\$ 195.00
K6	LF	18" Installation of Pressure Pipe Lining	\$ 215.00
K7	LF	21" Installation of Pressure Pipe Lining	\$ 262.00
K8	LF	24" Installation of Pressure Pipe Lining	\$ 293.00
K9	LF	27" Installation of Pressure Pipe Lining	\$ 320.00
K10	LF	30" Installation of Pressure Pipe Lining	\$ 395.00
K11	LF	33" Installation of Pressure Pipe Lining	\$ 460.00
K12	LF	36" Installation of Pressure Pipe Lining	\$ 506.00
K13	LF	39" Installation of Pressure Pipe Lining	\$ 582.00
K14	LF	42" Installation of Pressure Pipe Lining	\$ 690.00
K15	LF	48" Installation of Pressure Pipe Lining	\$ 920.00
K16	LF	54" Installation of Pressure Pipe Lining	\$ 1,100.00

Non-Potable Pressure Pipelines

K17	LF	6" Reinforced Pressure Pipe Lining	\$ 90.00
K18	LF	8" Reinforced Pressure Pipe Lining	\$ 110.00
K19	LF	10" Reinforced Pressure Pipe Lining	\$ 130.00
K20	LF	12" Reinforced Pressure Pipe Lining	\$ 150.00
K21	LF	15" Reinforced Pressure Pipe Lining	\$ 170.00
K22	LF	18" Reinforced Pressure Pipe Lining	\$ 210.00
K23	LF	21" Reinforced Pressure Pipe Lining	\$ 232.00
K24	LF	24" Reinforced Pressure Pipe Lining	\$ 285.00
K25	LF	27" Reinforced Pressure Pipe Lining	\$ 320.00
K26	LF	30" Reinforced Pressure Pipe Lining	\$ 365.00
K27	LF	33" Reinforced Pressure Pipe Lining	\$ 430.00
K28	LF	36" Reinforced Pressure Pipe Lining	\$ 506.00
K29	LF	39" Reinforced Pressure Pipe Lining	\$ 555.00
K30	LF	42" Reinforced Pressure Pipe Lining	\$ 670.00
K31	LF	48" Reinforced Pressure Pipe Lining	\$ 900.00
K32	LF	54" Reinforced Pressure Pipe Lining	\$ 1,000.00
K33	EA	6" Installation of End Seal	\$ 1,380.00
K34	EA	8" Installation of End Seal	\$ 1,380.00

K35	EA	10" Installation of End Seal	\$ 1,380.00
K36	EA	12" Installation of End Seal	\$ 1,380.00
K37	EA	15" Installation of End Seal	\$ 1,840.00
K38	EA	18" Installation of End Seal	\$ 2,300.00
K39	EA	21" Installation of End Seal	\$ 2,300.00
K40	EA	24" Installation of End Seal	\$ 2,760.00
K41	EA	27" Installation of End Seal	\$ 2,760.00
K42	EA	30" Installation of End Seal	\$ 2,760.00
K43	EA	33" Installation of End Seal	\$ 3,220.00
K44	EA	36" Installation of End Seal	\$ 3,220.00
K45	EA	39" Installation of End Seal	\$ 3,680.00
K46	EA	42" Installation of End Seal	\$ 3,680.00
K47	EA	48" Installation of End Seal	\$ 4,600.00
K48	EA	54" Installation of End Seal	\$ 4,600.00
K49	EA	6" to 12" System set-up charge (<150 lf)	\$ 1,380.00
K50	EA	15" to 21" System set-up charge (<150 lf)	\$ 1,380.00
K51	EA	24" to 33" System set-up charge (<150 lf)	\$ 1,380.00
K52	EA	36" to 54" System set-up charge (<150 lf)	\$ 1,380.00

SECTION - L**Pressure Pipeline Bypass:**

L1	LF	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	\$ 36.30
L2	EA	Connection of each service from 2"- 4" AWWA approved bypass	\$ 423.20
L3	Day	Operation of 2"- 4" AWWA approved bypass	\$ 920.00
L4	LF	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	\$ 46.00
L5	EA	Connection of each service from 6"- 8" AWWA approved bypass	\$ 469.20
L6	Day	Operation of 6"- 8" AWWA approved bypass	\$ 1,104.00
L7	LF	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	\$ 55.20
L8	EA	Connection of each service from 10"- 12" AWWA approved bypass	\$ 575.00
L9	Day	Operation of 10"- 12" AWWA approved bypass	\$ 1,840.00
L10	LF	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	\$ 138.00
L11	EA	Connection of each service from 13"- 19" AWWA approved bypass	\$ 598.00
L12	Day	Operation of 13"- 19" AWWA approved bypass	\$ 2,300.00
L13	EA	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	\$ 184.00
L14	EA	Connection of each service from 20"- 24" AWWA approved bypass	\$ 920.00
L15	Day	Operation of 20"- 24" AWWA approved bypass	\$ 2,300.00
L16	LF	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	\$ 322.00
L17	EA	Connection of each service from 25"- 30" AWWA approved bypass	\$ 920.00
L18	Day	Operation of 25"- 30" AWWA approved bypass	\$ 2,760.00
L19	LF	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	\$ 414.00
L20	EA	Connection of each service from 31"- 37" AWWA approved bypass	\$ 920.00
L21	Day	Operation of 31"- 37" AWWA approved bypass	\$ 2,760.00
L22	LF	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	\$ 552.00
L23	EA	Connection of each service from 38"- 48" AWWA approved bypass	\$ 920.00
L24	Day	Operation of 38"- 48" AWWA approved bypass	\$ 2,760.00

SECTION - M**Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning:**

M1	LF	6" Cleaning with pressure propelled pigs	\$ 9.20
M2	LF	8" Cleaning with pressure propelled pigs	\$ 9.20
M3	LF	10" Cleaning with pressure propelled pigs	\$ 9.20
M4	LF	12" Cleaning with pressure propelled pigs	\$ 9.20
M5	LF	15" Cleaning with pressure propelled pigs	\$ 13.80
M6	LF	18" Cleaning with pressure propelled pigs	\$ 13.80
M7	LF	21" Cleaning with pressure propelled pigs	\$ 13.80
M8	LF	24" Cleaning with pressure propelled pigs	\$ 13.80
M9	LF	27" Cleaning with pressure propelled pigs	\$ 18.40
M10	LF	30" Cleaning with pressure propelled pigs	\$ 13.80
M11	LF	33" Cleaning with pressure propelled pigs	\$ 18.40
M12	LF	36" Cleaning with pressure propelled pigs	\$ 36.30
M13	LF	42" Cleaning with pressure propelled pigs	\$ 36.30
M14	LF	48" Cleaning with pressure propelled pigs	\$ 36.30
M15	LF	54" Cleaning with pressure propelled pigs	\$ 36.30
M16	LF	6" Cleaning with scrapers or other attached tools	\$ 13.80
M17	LF	8" Cleaning with scrapers or other attached tools	\$ 13.80
M18	LF	10" Cleaning with scrapers or other attached tools	\$ 13.80
M19	LF	12" Cleaning with scrapers or other attached tools	\$ 13.80
M20	LF	15" Cleaning with scrapers or other attached tools	\$ 18.40
M21	LF	18" Cleaning with scrapers or other attached tools	\$ 18.40
M22	LF	21" Cleaning with scrapers or other attached tools	\$ 18.40
M23	LF	24" Cleaning with scrapers or other attached tools	\$ 23.00
M24	LF	27" Cleaning with scrapers or other attached tools	\$ 23.00
M25	LF	30" Cleaning with scrapers or other attached tools	\$ 23.00
M26	LF	33" Cleaning with scrapers or other attached tools	\$ 32.20
M27	LF	36" Cleaning with scrapers or other attached tools	\$ 32.20
M28	LF	42" Cleaning with scrapers or other attached tools	\$ 36.30
M29	LF	48" Cleaning with scrapers or other attached tools	\$ 46.00
M30	LF	54" Cleaning with scrapers or other attached tools	\$ 55.20
M31	LF	6" Pressure pipe inspection	\$ 3.63
M32	LF	8" Pressure pipe inspection	\$ 3.63

M33	LF	10" Pressure pipe inspection	\$ 4.60
M34	LF	12" Pressure pipe inspection	\$ 4.60
M35	LF	15" Pressure pipe inspection	\$ 4.60
M36	LF	18" Pressure pipe inspection	\$ 6.44
M37	LF	21" Pressure pipe inspection	\$ 6.44
M38	LF	24" Pressure pipe inspection	\$ 6.44
M39	LF	27" Pressure pipe inspection	\$ 6.44
M40	LF	30" Pressure pipe inspection	\$ 6.44
M41	LF	33" Pressure pipe inspection	\$ 6.44
M42	LF	36" Pressure pipe inspection	\$ 7.36
M43	LF	42" Pressure pipe inspection	\$ 7.36
M44	LF	48" Pressure pipe inspection	\$ 9.20
M45	LF	54" Pressure pipe inspection	\$ 13.90
M46	IN/DIA/LF	Tuberculation Removal (Pressure & Gravity Pipelines)	\$ 4.60

SECTION - N Restoration and Additional Items:

N1	LF	Saw Cutting up to 8" depth	\$ 4.00
N2	LF	Saw Cutting over 8" depth	\$ 10.00
N3	SY	Repair/Rehab 2" Asphalt pavement	\$ 46.00
N4	SY	Repair/Rehab 8" Flex base	\$ 36.80
N5	SY	Repair/Rehab 8" Concrete pavement	\$ 110.40
N6	SF	Repair/Rehab 6" Concrete driveway	\$ 18.40
N7	SF	Repair/Rehab 4" Concrete sidewalk	\$ 18.40
N8	LF	Repair/Rehab Concrete curb and gutter	\$ 32.20
N9	SY	Sodding	\$ 9.20
N10	LF	Repair/Rehab chain link fence with new	\$ 36.80
N11	LF	Repair/Rehab wooden fence with new	\$ 36.80
N12	CY	TOPSOIL COMPLETE	\$ 35.00
N13	CY	SANDING COMPLETE	\$ 22.00
N14	CY	MULCH COMPLETE	\$ 30.00
N15	LF	STRAW BALE BARRIER	\$ 20.00
N16	EACH	TREE REPLACEMENT: HARDWOODS, 2"	\$ 200.00
N17	EACH	TREE REPLACEMENT: PINES, 2"	\$ 300.00
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	\$ 40.00
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	\$ 63.00
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	\$ 82.00
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	\$ 122.00
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	\$ 100.00
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	\$ 105.00
N24	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	\$ 60.00
N25	SY	STONE GROUTED RIP RAP - 12" INSTALLED	\$ 95.00
N26	LF	SILT FENCE TYPE A, COMPLETE	\$ 12.00
N27	LF	SILT FENCE TYPE C, COMPLETE	\$ 8.00
N28	LF	ORANGE BARRIER FENCE	\$ 6.00
N29	EACH	HAY BALES COMPLETE	\$ 160.00
N30	SY	PLASTIC FILTER FABRIC INSTALLED	\$ 10.00
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	\$ 125.00

SECTION - O Additional Labor Rates and Traffic Control:

O1	HR	SUPERINTENDENT - REGULAR	\$ 25.00
O2	HR	FOREMAN - REGULAR	\$ 17.00
O3	HR	LABORER - REGULAR	\$ 12.00
O4	HR	TRUCK DRIVER - REGULAR	\$ 14.00
O5	HR	UTILITY - REGULAR	\$ 14.00
O6	HR	SUPERINTENDENT - OVER TIME	\$ 37.50
O7	HR	FOREMAN - OVER TIME	\$ 25.50
O8	HR	LABORER - OVER TIME	\$ 18.00
O9	HR	TRUCK DRIVER - OVER TIME	\$ 21.00
O10	HR	UTILITY - OVERTIME	\$ 21.00
O11	EA	Barricades, Signs, and Traffic Handling (per setup)	\$ 3,500.00
O12	EA	Traffic Control Plan (per setup)	\$ 2,500.00
O13	HR	Flagmen	\$ 27.60
O14	HR	Uniformed Officers	\$ 45.00
O15	EA	SWPPP	\$ 2,500.00

SECTION - P Crew Travel & Mobilization:

P1	EA	Travel and Mobilization- TMI Region 1 (Amarillo)	\$ 6,900.00
P2	EA	Travel and Mobilization- TMI Region 3 (Caprock-Lubbock)	\$ 6,900.00

P3	EA	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	\$ 6,900.00
P4	EA	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	\$ 4,600.00
P5	EA	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	\$ 3,680.00
P6	EA	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	\$ 3,680.00
P7	EA	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	\$ 2,300.00
P8	EA	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	\$ 3,680.00
P9	EA	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	\$ 2,300.00
P10	EA	Travel and Mobilization- TML Region 11 (Coastal Bend-Corpus Christi)	\$ 6,900.00
P11	EA	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	\$ 9,200.00
P12	EA	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	\$ 2,300.00
P13	EA	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	\$ 2,300.00
P14	EA	Travel and Mobilization- TML Region 15 (Tyler-Longview)	\$ 3,680.00
P15	EA	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	\$ 3,680.00
P16	EA	Travel and Mobilization - Oklahoma	\$ 10,000.00
P17	EA	Travel and Mobilization - Louisiana	\$ 7,500.00
P18	EA	Travel and Mobilization - Colorado	\$ 20,000.00
P19	EA	Travel and Mobilization - Arkansas	\$ 15,000.00
P20	EA	Travel and Mobilization - Missouri	\$ 20,000.00
P21	EA	Travel and Mobilization - Kansas	\$ 20,000.00

FINANCE CONTRACT ROUTING SLIP							
Contractor: IPR SOUTH CENTRAL, LLC							
Project Title: TRENCHLESS PIPELINE REHABILITATION SERVICES							
Tracking No. : PS13-411						Date Received: 6/20/13	
Staff Name	Approved	Rejected	Date	Budget set-up	Funds Available	Blanket P.O.	Reason for rejection
A. Jean Mahood			6/21/13				
B. Vanessa Salazar							
C. Marivic Keenan			6/21/13				
D. Shaun Downie							
E. David Waller							
F. Sophie Huang							
G. Nancy Haussler			6/24/13				

Received W-9 Form?

☐

Yes

☐

No

☒

Not Applicable

VERIFY YOUR BOND – MODEL INQUIRY

Bond Authenticity Inquiry

To: Name and Address of Surety:

Arch Insurance Company

3 Parkway, Suite 1500

Philadelphia, PA 19102

This bond or bonds described below have been presented to us. Please acknowledge that these bonds have been provided by your company.

A copy of the bond(s) may be submitted in lieu of providing the information marked with an asterisk (*)

*Bond Number (if any): Bond No. SU1125188

*Name and Address of Principal on the Bond (If Principal is a Joint Venture, include Name of all Parties):

IPR South Central LLC

7600 S. Santa Fe, Bldg E

Houston, TX 77061

*Name and Address of Obligor:

Hidalgo County Drainage District No. 1

902 N. Doolittle Road

Edinburg, TX 78542

*Amount of Performance Bond: \$5,600,044.80

*Amount of Payment Bond: \$5,600,044.80

*Date Bond Executed: 11-15-2013

*Name of Person Signing Bond for Surety: Pipe Rehabilitation

*Brief Description of the Project:

Please Send Confirmation to Name and Address:

Claudette Guerrero, Accountant

Hidalgo County Drainage District No. 1

902 N. Doolittle Road

Edinburg, TX 78542

Validity Confirmed:

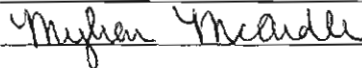
Company Name:

Arch Insurance Company

Signed By:

Meghan McArdle – Assistant Vice President

(Print or Type Name)



AIA Document A312™ – 2010
Performance Bond**CONTRACTOR:***(Name, legal status and address)*

IPR South Central LLC
 7600 S. Santa Fe, Bldg. E
 Houston, TX 77061

SURETY:*(Name, legal status and principal place of business)*

Arch Insurance Company
 3 Parkway, Suite 1500
 Philadelphia, PA 19102

OWNER:*(Name, legal status and address)*

Hidalgo County Drainage District No. 1
 902 N. Doolittle
 Edinburg, TX 78542

CONSTRUCTION CONTRACT**Date:**

Amount: Five Million Six Hundred Thousand Forty-Four and 80/100 Dollars
 (\$5,600,044.80)

Description: Rado Drain Rehabilitation
(Name and location) Hidalgo County, Edinburg, TX

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND**Date:***(Not earlier than Construction Contract Date)*

Amount: Five Million Six Hundred Thousand Forty-Four and 80/100
 (\$5,600,044.80)

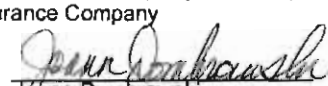
Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
 IPR South Central LLC

Signature: **Name:** Nick Barchetti**and Title:** General Manager*(Any additional signatures appear on the last page of this Performance Bond.)***SURETY**

Company: *(Corporate Seal)*
 Arch Insurance Company

Signature: **Name:** Joann Dombrowski**and Title:** Attorney-in-Fact*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

Alliant Insurance Services, Inc.
 Russell Canterbury 860-269-2151
 40 Stanford Drive, 2nd Floor
 Farmington, CT 06032

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

HIDALGO COUNTY
 DRAINAGE DISTRICT #1

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jessica Piccirillo, Joann Dombrowski, Marlon R. Vall, Russell M. Canterbury and Susan E. Deak of Farmington, CT (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

AIA Document A312™ – 2010
Payment Bond**CONTRACTOR:**

(Name, legal status and address)
 IPR South Central LLC
 7600 S. Santa Fe, Bldg. E
 Houston, TX 77061

SURETY:

(Name, legal status and principal place
 of business)
 Arch Insurance Company
 3 Parkway, Suite 1500
 Philadelphia, PA 19102

OWNER:

(Name, legal status and address)
 Hidalgo County Drainage District No. 1
 902 N. Doolittle
 Edinburg, TX 78542

CONSTRUCTION CONTRACT

Date:

Amount: Five Million Six Hundred Thousand Forty-Four and 80/100 Dollars
 (\$5,600,044.80)

Description: Rado Drain Rehabilitation
 (Name and location) Hidalgo County, Edinburg, TX 78542

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

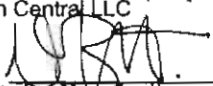
(Not earlier than Construction Contract Date)

Amount: Five Million Six Hundred Thousand Forty-Four and 80/100 Dollars
 (\$5,600,044.80)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

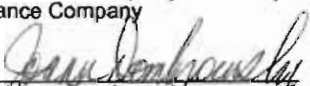
Company: IPR South Central LLC (Corporate Seal)

Signature: 
 Name: Nick Bicchetti
 and Title: General Manager

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: Arch Insurance Company (Corporate Seal)

Signature: 
 Name: Joann Dombrowski
 and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
 Russell Canterbury 860-269-2151
 40 Stanford Drive, 2nd Floor
 Farmington, CT 06032

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal) Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jessica Piccirillo, Joann Dombrowski, Marion R. Vail, Russell M. Canterbury and Susan E. Deak of Farmington, CT (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

Texas Department of Insurance



Certificate No. 13253

Company No. 08-093922

Certificate of Authority

THIS IS TO CERTIFY THAT

ARCH INSURANCE COMPANY

KANSAS CITY, MISSOURI

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail-growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit; Livestock and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

21st day of November A.D. 2002

JOSE MONTEMAYOR
COMMISSIONER OF INSURANCE

BY

Godwin Ohaechi
Godwin Ohaechi, Director
Company Licensing & Registration



ARCH Insurance Company

ARCH Surety

TEXAS CONSUMER NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent at the telephone number provided on the Declarations page of your policy.

You may contact William J. Misero, Surety, Arch Insurance Company, at the toll-free telephone number or address provided below:

**Arch Insurance Company
Attention: William J. Misero
3 Parkway Suite 1500
Philadelphia PA 19102
1-866-472-8845**

You may contact the Texas Department of Insurance to obtain information on companies' coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149091
Austin, TX. 78714-9091
FAX# (512) 475-1771**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

1 of 5 pages

MEMORANDUM

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JUL 09 2015

8:40 AM DPM

BY: Rosa Arce

Date: July 8, 2015
To: Raul Sesin, P.E. HCDD No. 1 Manager
CC:
From: Fred L. Kurth, P.E., R.P.S.
Subject: 114" CMP Rehabilitation, Rado Drain Substantial Completion

The 114" CMP Rehabilitation for the Rado Drain was substantially complete October 31, 2014. At that time inspections and videoing were completed to verify that all of the work was substantially complete.

The contractor had requested consideration of additional extra work for unanticipated ground water and proposed a change order. Considerable amount of fact finding ensued and in order for the project time to not expire, change orders 1 – 5 were approved to extend contract time and allow rain days to January 17, 2015.

Once the additional work requested was not substantiated, the project was prepared for final close out on March 31, 2015 including final walk through inspection, certificate of substantial completion form, final pay estimate, etc.

Thanks,


Fred L. Kurth, P.E. & R.P.L.S.



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 31st DAY OF March, 2015 A FINAL INSPECTION was made of the project herein described.

CONTRACT 114" CMP REHABILITATION RADO DRAIN

CONTRACT DATE: 11/12/13

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CONSTRUCTION CONTRACTOR: IPR South Central, LLC.

OF THE CITY OF HOUSTON STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF HCDD#1 RADO DRAIN -114" CMP REHABILITATION

CONTRACT NO: 0061168

Located in or near the City/Precinct Of HIDALGO CO 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 \$0.00, 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" starting 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>\$5,600,044.80</u>
Present Amount of Contract	<u>\$5,600,044.80</u>
Total Amount of earned to Date	<u>\$5,600,044.80</u>
Less: previous payments	<u>\$5,320,042.56</u>
Balance	<u>~~\$280,002.24~~</u>
Authorized deductions	<u>\$5,320,042.56</u>
AMOUNTY OF FINAL PAYMENT	<u>\$280,002.24</u>

- 6 That the final payment in the amount of \$280,002.24
~~\$280,002.24~~ is now due and payable.


Engineer's Signature

CONCURRED BY:

IPS SOUTH CENTRAL, LLC.

Contractor's Name

By: _____

Title: _____

CONCURRED BY:

Hon. Ramon Garcia,

1 of 5 pages

MEMORANDUM

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JUL 09 2015

8:40 AM/PM

BY: Rosa Arce

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To: Raul Sesin, P.E. HCDD No. 1 Manager
CC:
From: Fred L. Kurth, P.E., R.P.S.
Subject: 114" CMP Rehabilitation, Rado Drain Substantial Completion

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The contractor had requested consideration of additional extra work for unanticipated ground water and proposed a change order. Considerable amount of fact finding ensued and in order for the project time to not expire, change orders 1 – 5 were approved to extend contract time and allow rain days to January 17, 2015.

Once the additional work requested was not substantiated, the project was prepared for final close out on March 31, 2015 including final walk through inspection, certificate of substantial completion form, final pay estimate, etc.

Thanks,



Fred L. Kurth, P.E. & R.P.L.S.

AI -50484

9.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds:

Request approval for Retainage Release in the amount of \$31,174.90 to RDH Site & Concrete, LLC related to Construction Contract No. HCDD1-14-010-04-09 Pct.2 Seminole Valley Subdivision Area Drainage Improvement. Project Engineer: R. Gutierrez Engineering Corp.

BACKGROUND

Fiscal Impact

Attachments

Certificate of Construction Completion-Seminole Valley

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/16/2015 11:24 AM
Final Approval	Monica Badillo	07/17/2015 05:41 PM
Form Started By: Claudette Guerrero		Started On: 07/15/2015 04:55 PM
Final Approval Date: 07/17/2015		

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 3rd DAY OF March 2015, A FINAL INSPECTION was made of the project herein described:

CONTRACT

CONTRACT DATE: May 6, 2014

OWNER: Hidalgo County Drainage District No. 1

CONSTRUCTION CONTRACTOR: RDH Site & Concrete, LLC

OF THE CITY OF Pharr, STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF: PCT2 Rural Drainage Development - Seminole Valley Subdivision Area Drainage Improvements

CONTRACT NO.: HCDD1-14-010-04-09

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	\$	307,273.00
PRESENT AMOUNT OF CONTRACT	\$	311,749.00
TOTAL AMOUNT OF CONTRACT EARNED TO DATE	\$	311,749.00
LESS: PREVIOUS PAYMENTS	\$	280,574.10
BALANCE	\$	31,174.90
AUTHORIZED DEDUCTIONS	\$	0.00
AMOUNT OF FINAL PAYMENT	\$	31,174.90

6. That the final payment in the amount of Thirty-One Thousand One Hundred Seventy-Four and 90/100 Dollars (\$31,174.90) is now due and payable.



Engineer's Signature
Ramiro Gutierrez, P.E.

CONCURRED BY:

RDH Site & Concrete, LLC

BY: Rogelio De Hoyos

TITLE: Owner

CONCURRED BY:

Hidalgo County Drainage District #1
Chairman of the Board

Certificate of Substantial Completion

PROJECT: PCT2 RURAL DRAINAGE DEVELOPMENT – SEMINOLE VALLEY SUBD AREA
DRAINAGE IMPROVEMENTS
PROJECT NUMBER: ENG13.001
OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
CONTRACTOR: RDH SITE & CONCRETE, LLC

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

Ramiro Gutierrez, P.E.
By:

2/3/2015
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 February 20, 2015.

RDH Site & Concrete, LLC
Contractor

[Signature]
By:

2/10/2015
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

R. Gutierrez Engineering Corporation

Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

February 5, 2015

Ms. Dianaly De Hoyos
RDH Site & Concrete, LLC
1201 E. Moore Road #89
Pharr, Texas 78577

Subject: Punch List – PCT2 Rural Drainage Development – Seminole Valley Subd Area Drainage
Improvements Project (Contract No.:HCDD1-14-010-05-06)

Dear Ms. De Hoyos:

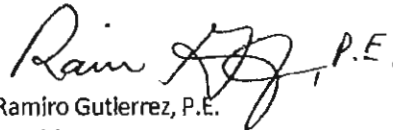
A walk through inspection of the above mentioned project was conducted by our office's construction inspector, Mr. Juan Uribe, on February 3, 2015 for the purpose of formulating a punch list of pending items required for construction completion and acceptance by Hidalgo County Drainage District No. 1.

The pending items are as follows:

1. Grates, rings, and covers on J-Box and Type-M Manhole need to be installed and adjusted.
2. Need to backfill around J-Box and Type-M Manhole
3. Need to grout around pipe on inside of J-Box and Type-M Manhole
4. Need to do cleanup around J-Box and Type-M Manhole
5. Need to finish install of wood and chain link fence
6. Need to finish removing excess dirt, do seeding and dress up project area
7. Need to grade on east side of project where it meets with a private farm
8. Need to remove excess dirt that is in drain ditch outfall
9. Need to finish installing silt fence
10. Address issues with property owner with regards to concrete driveway

Should you have any questions, please feel free to contact me at (956)782-2557 or rgutierrez@rgec.net.

Sincerely,

 P.E.

Ramiro Gutierrez, P.E.
President

Cc. Godfrey Garza, Hidalgo County Drainage District No.1
Eddie Cantu, Commissioner Hidalgo County Precinct No.2

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Seminole Valley Drainage Improvements PROJECT NO. EN613.001
OWNER: Hidalgo County Drainage District NO. 1
CONTRACTOR: RDH Site and Concrete, LLC
ENGINEER: R. butierrez

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

By [Signature]

Title owner

Subscribed and sworn to before me this

27

day of

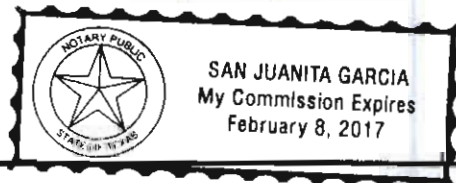
April, 2015

Notary Public:

SAN JUANITA GARCIA

My Commission Expires:

February 8, 2017



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

PROJECT: Semmole Valley Subdivision Drainage Improv. **PROJECT NO.** Eng13.001
OWNER: Hidalgo County Drainage District NO. 1
CONTRACTOR: RDH Site and Concrete, LLC
ENGINEER: R. Gutierrez

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

By

Title owner

Subscribed and sworn to before me this

27

day of

April, 2015

Notary Public:

SAN JUANITA GARCIA

My Commission Expires:

February 8, 2017



CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of Architects G707 form

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☐
☐
☐

Bond No: PB11509800499

TO OWNER:

(Name and address)

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

ARCHITECT'S PROJECT NO.: HCDD1-14-010-05-06

CONTRACT FOR: Drainage Improvements

PROJECT:

(Name and address)

PCT. 2 - Rural Drainage Development - Seminole Valley Subdivision Area Drainage Improvements

CONTRACT DATED: 5/06/2014

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

, SURETY

on bond of

(Insert name and address of Contractor,

RDH SITE AND CONCRETE, LLC
1201 East Moore Road #89
Pharr, TX 78577

, CONTRACTOR

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety of any of its obligations to

(Insert name and address of Owner)

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

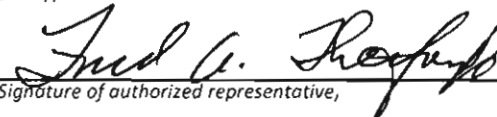
, OWNER

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 1, 2015

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

Philadelphia Indemnity Insurance Company
(Surety)


(Signature of authorized representative,

Fred A. Thetford, Jr., Attorney-in-fact
(Printed name and title)

Attest:
(Seal):





PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004

Power of Attorney

Bond No: PB11509800499

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young and Fred A. Thetford, III of Contract Bond Agency, LLC.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

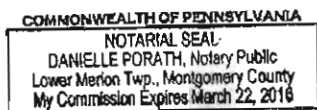
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of May, 20 15.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Claudette Guerrero

FROM: Javier Gutierrez

Hidalgo County Drainage District 1

SUBJECT: PCT2 Rural Drainage Development -
Seminole Valley Subd Area Drainage Improvements

PROJECT NO.: ENG13.001

DATE: February 11, 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: Certificate of Substantial Completion
☐ BID TABULATION	☐ CONTRACT DOCUMENTS	☐ RECORD DRAWINGS	☐ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Payment Request #2
1		Certificate of Substantial Completion with Punch List Letter

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 APPROVAL
☐ AS REQUESTED	☐ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

COMMENTS:

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

FEB 12 2015

AM / PM

Copy Distribution: file

Received by:

BY:

Rosa Orce

AI -50523

10.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds:

Request approval to issue payment on the following items that have met audit requirements:

A. Application for Payment No. 1 in the amount of \$166,608.72 to GO Underground, LLC related to Construction Contract No. HCDD1-14-031-12-02 Pct.1 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group, Inc.

BACKGROUND

Fiscal Impact

Attachments

Application No. 1-Spanish Palms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/17/2015 10:45 AM
Final Approval	Monica Badillo	07/17/2015 05:41 PM
Form Started By: Claudette Guerrero		Started On: 07/16/2015 05:44 PM
Final Approval Date: 07/17/2015		



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:

5/26/2015

Engineer/Firm Name:

TEDSI Inf./ Go Underground LLC

Project Name/Number:

Spanish Palms Subdivision

Invoice No.:

Application No. 1

Purchase Order No.:

626176

Received By:

Rosa Arce

Forwarded to:

Joey Garza

Total # of Pages Submitted:

1

Attachments:

Additional Comments:

APPLICATION AND CERTIFICATE FOR PAYMENT

RECEIVED

Hidalgo County Drainage District
902 N. Doolittle Rd
Edinburg TX 78542

NOTALGO COUNTY
DRAINAGE DISTRICT #1

MAY 26 2015
4:34 AM PM

CONTRACTOR: GO UNDERGROUND LLC
217 E Monroe Ave,
Harlingen TX 78550

CONTRACT FOR: Spanish Palms Subdivision

PROJECT: Spanish Palms Subdivision
HCCD1-14-031-12-02

ENGINEER: TEDSI Infrastructure Group Inc.
1201 E. Expressway 83
Mission, TX 78572

APPLICATION # 1
APPLICATION DATE: 5/11/2015
PERIOD TO: 5/10/2015
PROJECT NO: 1-14-031-12-02
P.O. No.: 626176
CONTRACT DATE: 1/8/2015
CONTRACT DAYS: 90
CONTRACT FIRST WORK DAY: 2/9/2015

Distribution to:
☒ Owner
☐ Const. Mgr
☐ Architect
☐ Contractor
☐ Engineer

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$ 283,595.20
2. Net change by Change Orders-----	\$ 4,257.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 287,853.17
4. TOTAL COMPLETED & STORED TO DATE-\$	\$ 185,120.80

A. MATERIALS ON HAND

(Column G on Continuation Sheet)

5. RETAINAGE:	\$ 18,512.08
a. 10.0% of Completed Work	
b. 10.0% of Stored Material	

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet-----	\$ 18,512.08
6. TOTAL EARNED LESS RETAINAGE-----	\$ 166,608.72

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----

8. CURRENT PAYMENT DUE-----	\$ 166,608.72
-----------------------------	---------------

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 121,244.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$4,257.97	
Total approved this Month		
TOTALS	\$4,257.97	
NET CHANGES by Change Order		\$4,257.97

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: George Olvera Date: 5-26-15

State of: Texas

County of: Comal

Subscribed and sworn to before

me this 26th day of May

Notary Public:

My Commission expires: 11/12/2017



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 166,608.72

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: TEDSI Infrastructure Group Inc

By: Robert Fina, PE Date: 05/26/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

AI -50460

11.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval of Change Order No. 1 to Texas Cordia Construction, LLC in the amount of \$56,101.78 related to Construction Contract No.

HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain. Project Engineer: DOS Logistics. PO#625452.

B. Request approval of Notice To Suspend to Texas Cordia Construction, LLC related to Construction Contract No. HCDD1-14-008-07-08 Pct.2 Alamo Drain. Suspension is required due to lead time required to manufacture two (2) Sluice Gates S4000 from Waterman Industries to comply with IBWC's request on AWWA C-560-7 Standards.

BACKGROUND

Fiscal Impact

Attachments

CO

NOTICE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/16/2015 11:24 AM
Final Approval	Monica Badillo	07/17/2015 05:41 PM
Form Started By: Claudette Guerrero		Started On: 07/15/2015 10:53 AM
Final Approval Date: 07/17/2015		

CHANGE ORDER NUMBER ONE (1)

PROJECT: PCT. 2 - ALAMO EXPRESSWAY DRAIN

DATE OF ISSUANCE: May 28, 2015 EFFECTIVE DATE: May 28, 2015

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT No. 1

OWNER's Contract No.: HCDD1-14-008-07-08

CONTRACTOR: TEXAS CORDIA CONSTRUCTION, LLC ENGINEER: DOS LOGISTICS INC.

3149-A CENTER POINTE DRIVE 1002 E. EXPRESSWAY 83

EDINBURG, TEXAS 78539 WESLACO, TEXAS 78596

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

- Description:
- A. 2 each New 7,000 lb capacity dual axle trailer and electric brakes for installation of existing PA10A60 diesel pumps. Includes pickup and delivery with installation.
Total Cost = \$14,002.60
 - B. 2 each New Series 4000 Waterman 60x60 Heavy Duty Cast Sluice Gates
Total Cost = \$43,039.18

- Reason for Change Order:
- A. Items requested by Hidalgo County Drainage District No.1 to mobilize equipment in a timely manner during a natural disaster.
 - B. IBWC recommendation for Waterman S-4000 Sluice Gate being requested.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 920,573.00		Substantial Completion	
Net Changes from previous Change Order		Net change from previous Change Orders	
\$ 0.00		0	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 920,573.00		Substantial Completion:	
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$ -57,041.78		0	
Contract Price with all approved Change Orders		Contract Time with all approved Change Orders	
\$ 977,614.78		Substantial Completion.	
Net % Increase (decrease) from original contract price		calendar days or dates	
6.20 %		0	

RECOMMENDED:

By: *[Signature]*
Engineer (Authorized Signature)

Date: 5-28-15

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: *[Signature]*
Contractor (Authorized Signature)

Date: 6/1/15

ASH 50460 7/21/15

Hector Cantu

From: Lydia Rodriguez <lydia@texascordia.com>
Sent: Thursday, May 14, 2015 5:20 PM
To: 'Hector Cantu'
Cc: P. E. Oscar Cancino; 'Eduardo Mendez'; 'Raul Sesin'; 'Jose Saldivar'; nora.cavazos@hcdd1.org; 'Isaac Heredia'; 'Yara M. Corbitt'; 'Isabel Martinez'
Subject: Alamo Expressway Drain
Attachments: 4886-1.pdf

Dear Mr. Cantu:

Please see attached revised quote/proposal for the aforementioned project. Price for trailers, complete with pumps mounted (as requested by the owner) and delivered to the jobsite is \$6,605.00 each. Original pricing reflected cost of trailers only. Please note that TCC has a 5% markup on all material for handling and overhead. In addition, TCC charges an additional 1% for increase in bond premium.

Therefore, price is as follows:

Trailer complete with dual installation of pumps: \$6,605.00

TCC 5% Material Handling Fee: \$ 330.25

TCC 1% Bonding Fee: \$ 66.05

Total Per Each Trailer: \$7,001.30

Total Cost = 2 x \$7,001.30 = \$14,002.60

Sincerely,
Lydia Rodriguez
Project Controls



3149-A Center Pointe Dr., Edinburg, TX 78539
956.627.6181 Office
956.445.7651 Cell
956.386.0289 Fax

*Trust in the LORD with all your heart
and lean not on your own understanding;*

PRICE QUOTATION

No. 4886-1

BALCH MACHINE CO., INC.

7728 Padre Island Hwy.

Brownsville, Texas 78521

Tel: (956) 831-2644 Fax: (956) 831-2274

Texas Cordia Construction, LLC

Attn. Lydia

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller

DATE May 14, 2015	
INQUIRY No.	
PROPOSED SHIPPING DATE	
TERMS NET 30 DAYS	F.O.B.
SALESPERSON William Craig Behm	
TO BE SHIPPED VIA	PPD COLL ☐ ☐

QUANTITY	DESCRIPTION	PRICE	AMOUNT
2	This quotation is based on raw materials and labor to complete: Pick up pumps from job site New 7,000 Lbs. capacity trailers with dual axel and electrical brakes, installation of pumps. Deliver trailers with mounted pumps to job site. Taxes not included if applicable	\$6,605.00 each	<u>\$13,210.00</u>

QUOTE VALID FOR 30 DAYS

William Craig Behm / Vice-President

PLEASE SIGN AND RETURN TO CONFIRM ORDER:

NOTE: CREDIT CARD ORDERS ARE SUBJECT TO 3% CC COMPANY CHARGE.

Hector Cantu

From: Lydia Rodriguez <lydia@texascordia.com>
Sent: Friday, May 08, 2015 8:56 AM
To: 'Raul Sesin'
Cc: 'Jaime Salazar'; 'Jose Saldivar'; nora.cavazos@hcdd1.org; P. E. Oscar Cancino; 'Eduardo Mendez'; 'Hector Cantu'; 'Isaac Heredia'; 'Yara M. Corbitt'; 'Isabel Martinez'
Subject: RE: ALAMO EXPRESSWAY DRAIN (Clarification)

Clarification: Total for both sluice gates is \$43,039.18.

If you should have any questions please contact our office at 956.627.6181.

Sincerely,
Lydia

From: Lydia Rodriguez [mailto:lydia@texascordia.com]
Sent: Friday, May 8, 2015 8:53 AM
To: 'Raul Sesin'
Cc: 'Jaime Salazar'; 'Jose Saldivar'; 'nora.cavazos@hcdd1.org'; P. E. Oscar Cancino (oscarcancino@doslogisticsinc.com); 'Eduardo Mendez'; 'Hector Cantu'; 'Isaac Heredia'; 'Yara M. Corbitt'; 'Isabel Martinez'
Subject: ALAMO EXPRESSWAY DRAIN

Good Morning Mr. Sesin:

As per specifications received from the Project Engineer for the Sluice Gates, the following is our quote:

1. 2 Each - 60 x 60 Heavy Duty Sluice Gates \$43,039.18

Sincerely,
Lydia Rodriguez
Project Controls



3149-A Center Pointe Dr., Edinburg, TX 78539
956.627.6181 Office
956.445.7651 Cell
956.386.0289 Fax

*Trust in the LORD with all your heart
and lean not on your own understanding;*



QUOTATION NO: WQ15- D-25304B

DATE: April 28, 2015

25500 ROAD 204 - P O. BOX 458 - EXETER, CA 93221-0458
PHONE (559) 562-4000 - FAX (559) 562-2277

Buy & Resell

PAGE 1 OF 4

To: TEXAS CORDIA CONSTRUCTION, LLC

ATTN: ISABEL MARTINEZ

E-mail: isabel@texascordia.com

Subject to the terms and conditions attached, or as modified in writing, we are pleased to offer this quotation.

CAST IRON SLUICE GATE (S-4000)
ALAMO EXPRESSWAY DRAIN
ALAMO, TX

PLEASE REFER TO ABOVE QUOTATION NUMBER ON ALL CORRESPONDENCE.

Waterman Industries

Stephen Debner

Stephen Debner

Engineered Products Division

Phone: 210-709-1160

Quote Date: April 28, 2015 (ZG)



QUOTATION NO: WQ15- D-25304B

DATE: April 28, 2015

Page 2 of 4

Item	Description	Quantity	Price	Total
1	60 x 60 Heavy Duty Sluice Gate Manganese Bronze Top & Side Wedges Flushbottom Naval Bronze Seats Top of Wall to Invert = 27.67 Ft Operating Seating/Unseating Head = 24.5Ft/18Ft Gate Mounted to Grout Pad (Grout By Others) Stem (Rising) Stainless Steel Type 304 Stem Guide Cast Iron / LZ Bronze Bushed Geared Lift Pedestal Mounted Anchoring Hardware Stainless Steel Type 304 Stem Cover Galvanized Steel Mylar Strip Indicator Paint: Polyamide Epoxy Submittal Drawings	2 @	\$19,090.00	\$38,180.00
			Sub Total	\$38,180.00
Freight	The estimated Shipping weight is approximately 13,000 lbs. Freight for an estimated (1) shipment. Any partial shipments at buyers request will be pre pay and add. Freight costs are valid for thirty days. After thirty days freight costs are subject to change.	Freight		\$2,423.00
			Grand Total	\$40,603.00

Notes:

- 1 Prices for furnishing only are offered f.o.b. Exeter, California.
- 2 Estimated best time for submittal drawings is 4 weeks after receipt of order.
- 3 Please verify all sizes, quantities, materials, and product application which are listed in this quotation. If the customer finds that Waterman Industries has not proposed the correct information, contact your Waterman representative for proposal review.



QUOTATION NO: WQ15- D-25304B

DATE: April 28, 2015

Page 3 of 4

Item	Description	Quantity	Price	Total
------	-------------	----------	-------	-------

This quotation is subject to the Conditions of Sale contained herein, and can be amended only in writing by an authorized agent of Waterman Industries.

Prices offered are f.o.b. Exeter, California quotation is firm till May 28, 2015. This quotation was prepared with current material prices. If material prices change substantially, at the time of purchase, Waterman Industries reserves the right to update this quote.

TAXES, if applicable, are NOT included in this quotation.

TERMS: Custom Order Goods may require a deposit on approved purchase order; net 30 days after delivery subject to credit approval, or cash in advance

SHIPMENTS can be made in an estimated 90 days after receipt of order and approval of any submittal drawings required, subject to unavoidable delays as noted on Conditions of Sale.

Drawings for submittal will be scheduled upon receipt of purchase order and based on engineering schedules at that time.

WATERMAN allows 45 days for return of submittal drawings. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owners agent or engineer may subject the order to an additional charge.



GENERAL NOTES:

1. Quotation reflects **no addenda**. Should additional addenda be issued, please check for possible variations.
2. Spare parts are not required.
3. A suitable alternate paint system will be used where Governmental restrictions prohibit application of specified system.
4. Cost of any inspection or material certifications performed by non-Waterman personnel, if required are not included and are to be paid by purchaser or by issuance of a separate purchase order.
5. Waterman will provide its STANDARD FORMAT operation and maintenance manual if required by the specification in quantities of up to four units at no additional charge. Additional Standard O & M's can be furnished at a unit cost of \$75.00 each. Custom manuals can be furnished on a time and materials cost basis with a minimum \$150.00 each unit charge being made
6. This is not a guaranteed bill of materials but is our best estimate of engineering requirements from **partial** information only, as plans and specifications are not available. Please verify quantities and materials prior to contract letting.

FIELD SERVICE RATES

Title	Per Hour/Per Person (Normal Work Day)	Weekend /Holiday
Engineer	\$200.00	\$300.00
Factory Specialist	\$150.00	\$225.00
Service Technician 2	\$110.00	\$165.00
Service Technician 1	\$85.00	\$130.00
*Note: Minimum charge of 4 hours @ 100 mile radius, 8 hour minimum charge over 100 mile radius from Exeter California.		

1. Hours are "portal to portal" thus include travel time. (Excludes off job site meal and rest periods.)
2. Expenses are billable at cost.
3. Travel expenses include: transportation, communications, food, lodging, and reasonable incident expenses.
4. Parts are billable at prevailing list price, except warranty items.
5. Equipment rentals and other locally procured goods and services are billed at cost.

WATERMAN INDUSTRIES TERMS AND CONDITIONS OF SALE

As listed on Waterman website at <http://watermanusa.com/watermanterms.pdf>

Terms of Sale reviewed and accepted by: _____ Date: _____
(Signature of Buyer's Representative)

Name: (please type or print) _____ Title: _____

Quote Number: WQ15- D-25304B
Quoted: April 28, 2015

RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

From : Lydia Rodriguez <lydia@texascordia.com> Thu, Jul 16, 2015 02:38 PM
Subject : RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request 2 attachments
To : 'Claudette Guerrero' <claudette.guerrero@hcdd1.org>
Cc : 'Raul Sesin' <raul.sesin@hcdd1.org>, 'Jose Saldivar' <noe.saldivar@hcdd1.org>, 'Nora Cavazos' <nora.cavazos@hcdd1.org>, oscarcano@doslogisticsinc.com, 'Yara M. Corbitt' <yara@texascordia.com>, 'Jaime Salazar' <jaime.salazar@hcdd1.org>, 'Lora Briones' <lora.briones@hcdd1.org>, isabel@texascordia.com

Good Afternoon Claudette:

Per our conversation, revised quote is attached. Once again, thank you for noticing the date. If you should need any further information please feel free to contact me.

Sincerely,
Lydia

From: Claudette Guerrero [mailto:claudette.guerrero@hcdd1.org]
Sent: Thursday, July 16, 2015 11:22 AM
To: Lydia Rodriguez
Cc: Raul Sesin; Jose Saldivar; Nora Cavazos; oscarcano@doslogisticsinc.com; Yara M. Corbitt; Jaime Salazar; Lora Briones; isabel@texascordia.com
Subject: Re: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Good Morning Lydia,

Please confirmation that Quote No. WQ15-D-25304B dated 04-28-15 from Waterman Industries is valid due to page 3 notes. This item is set for Board approval on 07-21-15 and the quote is part of the support for Change Order No. 1 and Notice to Suspend.

Your prompt response is greatly appreciated.

Respectfully,



Claudette Guerrero
Accountant - Funds
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5804
Fax: (956)292-7089
claudette.guerrero@hcdd1.org

From: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
To: "Lydia Rodriguez" <lydia@texascordia.com>

Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcancino@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, isabel@texascordia.com
Sent: Wednesday, July 15, 2015 3:42:52 PM
Subject: Re: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Lydia,

Agenda Item no. 50460 for 07-21-2015 Agenda has been created for Change Order No. 1. Please confirm that quote no. WQ15-D-25304B dated 04-28-15 from Waterman Industries for two (2) Cast Iron Sluice Gates (S-4000) is valid, Page 3 states that quotation is firm till May 28, 2015. If any changes are required, please provide revised back-up to include with Change Order no. 1.

Mr. Raul Sesin is currently reviewing Notice to Suspend No. 3 for the project, once he clears the form, it would be included for Board approval on July 21, 2015.

Let me know of any questions.

Respectfully,



Claudette Guerrero
Accountant - Funds

Hidalgo County Drainage District No. 1

902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5804
Fax: (956)292-7089
claudette.guerrero@hcdd1.org

From: "Lydia Rodriguez" <lydia@texascordia.com>
To: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcancino@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, isabel@texascordia.com
Sent: Wednesday, July 15, 2015 11:36:35 AM
Subject: RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Ms. Guerrero:

Per your request, attached is the vendor's quote:

Sluice Gates \$40,603.00

TCC 5% Material Handling Fee [src="http://email.co.hidalgo.tx.us/service/home/~/?](http://email.co.hidalgo.tx.us/service/home/~/?)

[auth=co&id=57141&part=1.2.3&t=1436992649707" data-mce-](http://email.co.hidalgo.tx.us/service/home/~/?)

[src="/home/claudette.guerrero@hcdd1.org/Briefcase/Claudette Signature.fw.png" doc="Briefcase/Claudette Signature.fw.png" dfsrc="/service/home/~/?](http://email.co.hidalgo.tx.us/service/home/~/?)

[id=57269&part=2&auth=cocedd021d1661190186bb16c041a218bb7c5ed656@zimbra">](http://email.co.hidalgo.tx.us/service/home/~/?)

From: "Lydia Rodriguez" <lydia@texascordia.com>
To: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcancino@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, isabel@texascordia.com
Sent: Wednesday, July 15, 2015 11:36:35 AM

Subject: RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Ms. Guerrero:

Per your request, attached is the vendor's quote:

Sluice Gates \$40,603.00
 TCC 5% Material Handling Fee src="http://email.co.hidalgo.tx.us/service/home/~/?
 auth=co&id=57239&part=1.2.2&t=1437063647033" data-mce-src="/service/home/~/?
 id=57269&part=2&auth=cocedd021d1661190186bb16c041a218bb7c5ed656@zimbra"
 dfsrc="/service/home/~/?
 id=57269&part=2&auth=cocedd021d1661190186bb16c041a218bb7c5ed656@zimbra">

From: "Lydia Rodriguez" <lydia@texascordia.com>
To: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcano@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, isabel@texascordia.com
Sent: Wednesday, July 15, 2015 11:36:35 AM
Subject: RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Ms. Guerrero:

Per your request, attached is the vendor's quote:

Sluice Gates \$40,603.00
 TCC 5% Material Handling Fee src="http://email.co.hidalgo.tx.us/service/home/~/?
 auth=co&id=57141&part=1.2.3&t=1436992649707" data-mce-
 src="/home/claudette.guerrero@hcdd1.org/Briefcase/Claudette Signature.fw.png" doc="Briefcase/Claudette
 Signature.fw.png" dfsrc="/service/home/~/?
 id=57269&part=2&auth=cocedd021d1661190186bb16c041a218bb7c5ed656@zimbra">

From: "Lydia Rodriguez" <lydia@texascordia.com>
To: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcano@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, isabel@texascordia.com
Sent: Wednesday, July 15, 2015 11:36:35 AM
Subject: RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Ms. Guerrero:

Per your request, attached is the vendor's quote:

Sluice Gates	\$40,603.00
TCC 5% Material Handling Fee	\$ 2,030.15
TCC 1% Bonding Fee	\$ 406.03
Total	\$43,039.18

If you should need further information, please feel free to contact me.

Sincerely,
 Lydia Rodriguez.

From: Claudette Guerrero [<mailto:claudette.guerrero@hcdd1.org>]

Sent: Wednesday, July 15, 2015 10:52 AM

To: lydia@texascordia.com

Cc: Raul Sesin; Jose Saldivar; Nora Cavazos; oscarcancino@doslogisticsinc.com; Yara M. Corbitt; Jaime Salazar; Lora Briones

Subject: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Ms. Rodriguez,

Pursuant our conversation, please provide the vendor's quote for (2) 60 x 60 Heavy Duty Sluice Gates in the amount of 43,039.18 as stated on your May 8, 2015 email to Mr. Sesin. The quote reflects actual cost of material and is the base to determine additional fees due to you. This information is required as support for Change Order No. 1 scheduled for Board approval on July 21, 2015.

Your prompt attention is greatly appreciate.

Respectfully,

nbs; 2,030.15

TCC 1% Bonding Fee	\$ 406.03
Total	\$43,039.18

If you should need further information, please feel free to contact me.

Sincerely,

Lydia Rodriguez

From: Claudette Guerrero [<mailto:claudette.guerrero@hcdd1.org>]

Sent: Wednesday, July 15, 2015 10:52 AM

To: lydia@texascordia.com

Cc: Raul Sesin; Jose Saldivar; Nora Cavazos; oscarcancino@doslogisticsinc.com; Yara M. Corbitt; Jaime Salazar; Lora Briones

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Sent: Wednesday, July 15, 2015 10:52 AM

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Sent: Wednesday, July 15, 2015 10:52 AM

To: lydia@texascordia.com

Cc: Raul Sesin; Jose Saldivar; Nora Cavazos; oscarcancino@doslogisticsinc.com; Yara M. Corbitt; Jaime Salazar; Lora Briones

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Your prompt attention is greatly appreciate.

Respectfully,



Claudette Guerrero
Accountant - Funds

Hidalgo County Drainage District No. 1

902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5804
Fax: (956)292-7089
claudette.guerrero@hcdd1.org



Claudette Guerrero
Accountant - Funds
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956) 251-7080 ext. 3804
Fax: (956) 251-7289
claudette.guerrero@hiddc.org

image001.png
136 KB



Sliuce Gates Quote (Waterman)-RVD.PDF
49 KB



QUOTATION NO: WQ15- D-25304B-RVD

DATE: July 16, 2015

25500 ROAD 204 - P O BOX 458 - EXETER, CA 93221-0458
PHONE: (559) 562-4000 - FAX (559) 562-2277

Buy & Resell

PAGE 1 OF 4

To: TEXAS CORDIA CONSTRUCTION, LLC

ATTN: ISABEL MARTINEZ

E-mail: isabel@texascordia.com

Subject to the terms and conditions attached, or as modified in writing, we are pleased to offer this quotation.

CAST IRON SLUICE GATE (S-4000)
ALAMO EXPRESSWAY DRAIN
ALAMO, TX

PLEASE REFER TO ABOVE QUOTATION NUMBER ON ALL CORRESPONDENCE.

Waterman Industries

Stephen Debner

Stephen Debner

Engineered Products Division

Phone: 210-709-1160

Quote Date: July 16, 2015

0.00 *

41.603 *

5 *

2.496.18 *

44.099.18 *

0.00 *



QUOTATION NO: WQ15- D-25304B-RVD

DATE: July 16, 2015

Page 2 of 4

Item	Description	Quantity	Price	Total
1	60 x 60 Heavy Duty Sluice Gate Manganese Bronze Top & Side Wedges Flushbottom Naval Bronze Seats Top of Wall to Invert = 27.67 Ft Operating Seating/Unseating Head = 24.5Ft/18Ft Gate Mounted to Grout Pad (Grout By Others) Stem (Rising) Stainless Steel Type 304 Stem Guide Cast Iron / LZ Bronze Bushed Geared Lift Pedestal Mounted Anchoring Hardware Stainless Steel Type 304 Stem Cover Galvanized Steel Mylar Strip Indicator Paint: Polyamide Epoxy Submittal Drawings	2 @	\$19,590.00	\$39,180.00
			Sub Total	\$39,180.00
Freight	The estimated Shipping weight is approximately 13,000 lbs. Freight for an estimated (1) shipment. Any partial shipments at buyers request will be pre pay and add. Freight costs are valid for thirty days. After thirty days freight costs are subject to change.	Freight		\$2,423.00
			Grand Total	\$41,603.00

Notes:

- 1 Prices for furnishing only are offered f.o.b. Exeter, California.
- 2 Estimated best time for submittal drawings is 4 weeks after receipt of order.
- 3 Please verify all sizes, quantities, materials, and product application which are listed in this quotation. If the customer finds that Waterman Industries has not proposed the correct information, contact your Waterman representative for proposal review.



QUOTATION NO: WQ15- D-25304B-RVD

DATE: July 16, 2015

Page 3 of 4

Item	Description	Quantity	Price	Total
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This quotation is subject to the Conditions of Sale contained herein, and can be amended only in writing by an authorized agent of Waterman Industries.

Prices offered are f.o.b. Exeter, California quotation is firm till August 16, 2015. This quotation was prepared with current material prices. If material prices change substantially, at the time of purchase, Waterman Industries reserves the right to update this quote.

TAXES, if applicable, are NOT included in this quotation.

TERMS: Custom Order Goods may require a deposit on approved purchase order; net 30 days after delivery subject to credit approval, or cash in advance

SHIPMENTS can be made in an estimated 90 days after receipt of order and approval of any submittal drawings required, subject to unavoidable delays as noted on Conditions of Sale.

Drawings for submittal will be scheduled upon receipt of purchase order and based on engineering schedules at that time.

WATERMAN allows 45 days for return of submittal drawings. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owners agent or engineer may subject the order to an additional charge.



GENERAL NOTES:

1. Quotation reflects **no addenda**. Should additional addenda be issued, please check for possible variations.
2. Spare parts are not required.
3. A suitable alternate paint system will be used where Governmental restrictions prohibit application of specified system.
4. Cost of any inspection or material certifications performed by non-Waterman personnel, if required are not included and are to be paid by purchaser or by issuance of a separate purchase order.
5. Waterman will provide its STANDARD FORMAT operation and maintenance manual if required by the specification in quantities of up to four units at no additional charge. Additional Standard O & M's can be furnished at a unit cost of \$75.00 each. Custom manuals can be furnished on a time and materials cost basis with a minimum \$150.00 each unit charge being made
6. This is not a guaranteed bill of materials but is our best estimate of engineering requirements from partial information only, as plans and specifications are not available. Please verify quantities and materials prior to contract letting.

FIELD SERVICE RATES

Title	Per Hour/Per Person (Normal Work Day)	Weekend /Holiday
Engineer	\$200.00	\$300.00
Factory Specialist	\$150.00	\$225.00
Service Technician 2	\$110.00	\$165.00
Service Technician 1	\$85.00	\$130.00
*Note: Minimum charge of 4 hours @ 100 mile radius, 8 hour minimum charge over 100 mile radius from Exeter California.		

1. Hours are "portal to portal" thus include travel time. (Excludes off job site meal and rest periods.)
2. Expenses are billable at cost.
3. Travel expenses include: transportation, communications, food, lodging, and reasonable incident expenses.
4. Parts are billable at prevailing list price, except warranty items.
5. Equipment rentals and other locally procured goods and services are billed at cost

WATERMAN INDUSTRIES **TERMS AND CONDITIONS OF SALE**

As listed on Waterman website at <http://watermanusa.com/watermanterms.pdf>

Terms of Sale reviewed and accepted by: _____ Date: _____
(Signature of Buyer's Representative)

Name: (please type or print) _____ Title: _____

Quote Number: WQ15- D-25304B-RVD

Quoted: July 16, 2015



SECTION 4000

TYPICAL SPECIFICATIONS

SERIES 4000 HEAVY DUTY CAST SLUICE GATES

PART 1: GENERAL

The following specifications for Heavy Duty Sluice Gates are presented as an aid to the engineer and can be augmented with additional information to meet specific needs.

1.01 SCOPE

This section covers all heavy duty sluice gates required on the project. Each gate shall be furnished and installed complete with wall thimble or anchor bolts, operating stem, gate lift operator and other appurtenances as specified or needed to make a complete and operable installation.

Gates, stems, lifts and other appurtenances shall be the size, type, material and construction as shown on the drawings and specified herein. Gates shall meet the requirements of AWWA Specifications C560 (latest revision) or as modified per these specifications. (They shall be Waterman Heavy Duty Sluice Gates or approved equal.) All component parts shall be of the type of material shown and interchangeable where size and material are the same without grinding, chipping or special fitting in the field. The gates shall be the product of one manufacturer having five or more years of experience in the manufacture of similar gates for similar use. All mating and sliding parts shall be fully machined. All sluice gate parts, including lift, shall be designed for the heads shown with a minimum safety factor of five.

All materials used in the construction of the gates and appurtenances shall be the best suited for the application and shall be as specified herein:

1.02 SUBMITTALS

- A. Submittals shall be in accordance with Sections _____ and as specified herein.

Submittals shall include as a minimum:

1. Shop Drawings



2. Manufacturer's operation and maintenance manuals and information.
3. Manufacturer's installation certificate.
4. Manufacturer's equipment warranty.
5. Manufacturer's performance affidavit in accordance with Section _____.

1.03 QUALITY ASSURANCE

A. Qualifications

1. All of the equipment specified under this Section shall be furnished by a single manufacturer with a minimum of 20-years of experience designing and manufacturing cast iron sluice gates. The manufacturer shall have manufactured stainless steel sluice gates for the type described herein for a minimum of 100 projects.
2. The project design is based on Heavy Duty Cast Sluice Gates. Proposed alternates must be pre-approved, per addendum, at least 14-days prior to close of bid. Requests for alternates must be supplemented with detailed drawings, specifications and references. Any/all additional costs for structure modifications or other changes associated with utilizing a brand other than Waterman are to be borne by the contractor.

PART 2 EQUIPMENT

2.01

- A. The gates shall be either self-contained with yoke and bench stand operators, or non-self-contained with separate stem guides and operator, in accordance with the requirements of these specifications.
- B. The gate is in compliance with the latest version of AWWA C 560.
- C. Specific configurations shall be as noted on the gate schedule or as shown on the plans.
- D. Materials:

COMPONENTS	MATERIALS
Cast Iron – Frame, Cover Sluice Wall Thimbles	Cast Iron (ASTM 126 Class B), Cast Iron with 2% Nickel), Ductile Cast Iron (ASTM A536), or Ni-Resist Cast Iron (ASTM A-436, Type 2 or 2B)



Yokes	Cast Iron (ASTM 126 Class B), Cast Iron with 2% Nickel), Ductile Cast Iron (ASTM A536), Ni-Resist Cast Iron (ASTM A-436, Type 2 or 2B), or Steel (ASTM A-36)
Seats	Naval Bronze (ASTM B-21 – Alloy 482), Low-Zinc Bronze (ASTM B-98), Stainless Steel (ASTM A-276 – Type 304), Monel (ASTM B-164, Class A or B), Rubber (Neoprene 2000, Grade R-62 – Resilient-Seated Model Only)
Wedges and Stem Blocks	Low-Zinc Bronze (ASTM B-98), Manganese Bronze (ASTM B-584 – Alloy 865), Stainless Steel (ASTM 304 A-743 or 316 A-296-CF-8M)
Stems	Stainless Steel: ASTM A-276, AISI Type 304, 316, or 2205 Duplex, as specified
Fasteners and Anchor Bolts	Stainless Steel: ASTM A-593 and 594, Type 304 CW, 316 CW, or UNS-S32205 Duplex 2205, as specified
Flush Bottom Seals	Neoprene: ASTM D 2000 BC 615/625 Grade BE 625
Finish	Polyamide Epoxy, or as specified

2.02 Frame and Guide Rails

The frame and guide rails shall be cast one-piece construction or may have guides dowelled and bolted to the frame. Frames shall be of the standard flangeback or extended flange type with round or rectangular opening as indicated on the plans and in the sluice gate schedule. A machined dovetail groove for the mounting of the bronze seat facings shall be provided on the front face of the frame around the full periphery of the opening. The frame shall be provided with cast-on pads which shall be machined, drilled, and tapped for the mounting of the wedge device. The back of the frame flange shall be machined to a plane and drilled to match the wall thimble, pipe flange, or anchor bolt pattern. Guide rails shall be of such length as to retain at least one-half of the vertical height of the Sluice when it is in the fully opened position. A groove running the full length of the guide rail shall be accurately machined to receive the Sluice tongue, with a nominal clearance of 1/16-inch.



2.03 Cover or Sluice

The cover shall be of one piece cast construction with vertical and horizontal ribs, a reinforced pocket to receive the thrust nut, pads to receive the wedges, and a reinforced periphery around the back side of the cover for machining of the dovetail grooves in which the seating faces shall be mounted. All wedge pads shall be machined, drilled and tapped to receive the wedge devices. The cover shall have fully machined tongues running the full length of each side to properly engage the guide rail grooves. A thrust nut shall be provided to attach the Sluice to the stem. The nut shall be threaded and, in the case of rising stems, provided with keys or two set screws locked into indents in the stem to prevent rotation of the stem. For non-rising stems, the stem shall turn freely in the thrust nut, to open and close the Sluice as the stem is rotated.

2.04 Seating Faces

All seating faces for both covers and frames shall be malleable extruded corrosion resistant material (see materials section) of a shape that will fill and permanently lock in the full width dovetail grooves of the Sluice and the frame. No other means of attachment will be allowed. They shall be machined to a 63 micro-inch finish, or better.

2.05 Wedges

All wedges and wedge blocks shall be solid corrosion resistant material and shall be of sufficient number to provide a practical degree of water tightness. All wedge bearing surfaces and contact faces shall be machined to give maximum contact and wedging action. Wedges shall be fully adjustable, but once set shall not rotate or move from the desired position. All fasteners and adjustment screws shall be corrosion resistant.

2.06 Self-Contained Gates with Rising & Non-Rising Stems

When a self-contained gate is specified, a heavy yoke shall be mounted on the machined pads provided on the upper ends of the guide rails. The yoke shall have a machined bearing surface for the lift nut or pedestal mounting plate. On non-rising stems gates the nut pocket shall be cast on top of the Sluice so that the stem does not project into the waterway when the gate is fully opened. The thrust generated by gate operation shall be transferred to the yoke by the stem thrust collar or lift. When the operating floor is above the self-contained gate, a stem extension of cold-rolled or stainless steel shall be coupled to the operating stem with a bronze coupling or cast iron stem extension bracket. Operation shall be by a T-handle wrench or floor stand, shown on the plans and gate schedule. In a T-handle arrangement



the stem extension shall be supported by at least one stem guide or a floor box with integral guide embedded in the operating floor.

2.07 Flushbottom Sluice Gates

When a flushbottom closure is specified, a resilient seal shall be attached to the frame so that it is flush with the invert. It shall be supported by a cast iron bracket which shall be bolted to machined pads provided on the frame. The seal shall be held in place by a bronze or stainless steel bar which shall be bolted through the seal to the bracket with stainless steel fasteners. The cover (Sluice) shall be shortened and provided with a smooth rounded surface along the bottom to depress the seal. When unseating heads are to be acting on a flushbottom gate, top wedges shall be added, but bottom wedges will not be required. Sealing pressure shall be varied by adjusting side and top wedges.

2.09 Stems and Stem Couplings

Operating stems shall be of a size to safely withstand, without buckling or permanent distortion, stresses induced by normal operating forces. Stems shall be fabricated from round bar stock of cold-finished steel, stainless steel or bronze, as shown on the plans or gate schedule and shall be provided with 29° modified or full acme threads. Stems composed of two or more sections shall be joined by bronze couplings threaded and keyed to stems, or couplings of the same material as the stems, pinned, bolted or welded and pinned to the stems. In section, couplings shall be stronger than the stems. Rising stems with manual lifts shall be provided with adjustable limit nuts or stop collars above and below the floor stand lift nut to prevent over travel of the gate in either direction.

2.10 Stem Guides

Stem guides shall be cast, with bronze bushings, and mounted on cast brackets. Guides shall be adjustable in two directions and shall be so constructed that when properly spaced they will hold the stem in alignment and still allow enough play to permit easy operation. Stem guide spacing shall be as recommended by the manufacturer, but in no case shall it exceed an l/r ratio of 200. Brackets shall be attached to the wall by anchor bolts and sufficient strength to prevent twisting or sagging under load.

2.11 Manually Operated Lifts

Sluice gates shall be operated manually by handwheel or crank operated pedestal floor stands or bench stands as required. Each lift shall be provided with a threaded cast bronze lift nut to engage the



threaded portion of the stem. The lift nut shall have a machined flange, fitted above and below with thrust ball or roller bearings. Handwheel lifts shall be without gear reduction while crank operated lifts shall have either a single or double reduction. Lifts having a reduction greater than 4:1 shall be two-speed. A maximum effort of 40 lbs. pull (25 lb. pull) on handwheel or crank shall operate the gates under the specified operating head. The gears, when required, shall be steel with machine-cut teeth. Pinion gears shall be supported by bronze bushings or roller bearings. The lift mechanism shall be totally enclosed within a cast iron housing adequately provided with lubrication fittings. The pedestal shall be structural steel or cast iron. The crank shall be of cast iron with a revolving brass handle and shall be removable. The crank shall be a maximum of 15" long. All lifts for rising stems shall be provided with a counter type position indicator and a galvanized steel stem cover or a transparent plastic stem cover with mylar strip position indicator. Non-rising stem gates

2.08 Wall Thimbles and Anchor Bolts

Wall thimbles shall be provided with all gates except those to be mounted on pipe flanges or those gates to be attached to concrete headwalls with anchor bolts, as shown on the plans. Each thimble shall be of one-piece cast iron construction and of the section and depth as specified in the plans and gate schedule. There shall be integrally cast water stop around the periphery of the thimble. The front flange of the thimble shall be machined, drilled and tapped to receive the sluice gate attaching studs. Bolt pattern shall match gate bolt pattern. After machining, the front flange shall be marked with vertical centerline and the word "top" for correct alignment. Large square and rectangular opening thimbles shall be provided with grout holes in the invert to permit entrapped air to escape. The holes shall be 1 1/2" in diameter, no more than two feet apart and shall be upstream and downstream of the water stop. A mastic type gasket shall be provided between the sluice gate and the wall thimble. Anchor bolts shall be corrosion resistant.

Gates mounted directly upon the headwall shall be sealed between the gate back and wall with a non-shrink grout and shall be provided with a counter type position indicator unless extension stems, valve boxes, or T-handle wrenches make an indicator impractical. Handwheels and crank input shafts shall be approximately 36" from the operating floor unless otherwise shown. The word "open" shall be cast onto the housing or handwheel indicating direction of rotation to open the gate.

2.12 Painting

All cast iron parts of the sluice gate (not bearing or sliding contact) and stem guides shall be painted in accordance with the section on painting found elsewhere in these specifications. That portion of the wall thimbles which will be in contact with concrete shall not be painted.



2.13 Shop Testing

The completely assembled gate and hoist shall be separately shop-operated to insure proper assembly and operation. The gate shall be adjusted so that a .004" thick gauge will not be admitted at any point between frame and cover seating surfaces. All gates and equipment shall be inspected and approved by a qualified shop inspector prior to shipment.

PART 3

Storage and Installation

- A. Installation of the Sluice gates shall be done in a workmanlike manner. It shall be the responsibility of the CONTRACTOR to handle, store, and install the equipment specified in this Section in strict accordance with the Manufacturer's recommendations.
- B. The CONTRACTOR shall review the installation drawings and installation instructions prior to installing the sluice gates.
- C. The sluice gate frames shall be installed in a true vertical plane, square and plumb, with no twist, convergence or divergence between the vertical legs of the guide frame.
- D. The CONTRACTOR shall fill any void between the guide frames and the structure with non-shrink grout as shown on the installation drawing and in accordance with the grout manufacturer's recommendations.
- E. Sluice gates and equipment shall be stored and installed in accordance with the installation manual furnished by the gate manufacturer. After installation the completely assembled gate, stem, guides and lift shall be operated through one full cycle to demonstrate satisfactory operation. Such adjustments as necessary will be made until operation is approved by the engineer. When required by the engineer, the gate shall be subjected to leakage tests and pass the standard requirements for maximum leakage as specified in AWWA standards AWWA-C560.



International Boundary & Water Commission
United States and Mexico
United States Section

MEMORANDUM

FOR INFORMATION

March 26, 2012

0/12-028

TO : Steve Lyell, Civil Engineer, Engineering Services Division

THRU : Sheryl Franklin, Chief, Operations and Maintenance Division

FROM : Rodolfo A. Montero, Area Operations Manager, LRGFCP

SUBJECT : Lower Brownsville Levee, Rehabilitation Improvements for the Lower Rio Grande Control Levee System, Brownsville, Cameron County, Texas; Construction Management Services Contract No. IBM11T0019; Construction Contract No. IBM11C006

Nomlaki Technologies, LLC has requested the use of fabricated stainless steel gates in place of the specified gates due to manufacturer lead time. However, the fabricated stainless steel gates will most likely not comply with the AWWA C-560-7 standard which covers the production and milling standards for cast iron gates.

It is our opinion that the current Waterman C-20 gate for the small round applications up to 10 ft unseating head; and the Waterman S-4000 for the larger and square gates should suffice. Even though the C-20 lacks the bronze insert for the sealing surface and machined wedge blocks specified under C-560-07, it has worked extremely well in our application.

The S-4000 lead time can be as long as 4 months depending on order timing and gate size whereas the C-20 are usually stocked. If Nomlaki Technologies, LLC were to provide these gates, the IBWC Mercedes Field Office would be able to install them after Nomlaki Technologies, LLC is finished with the other structure modifications if necessary.

It is our recommendation that the requested fabricated stainless steel gates not be used. We know by experience that cast iron gates last decades and current casting are ASTM 126 Class B as in the past. The life expectancy of the seals, the durability of the stainless steel, and the damage potential when closed on debris all bring serious safety concerns to mind.

cc:

Isela Canava, ESD
Francisco Martincz, LRGFCP
Rosalba Montes, O&M Division
Jose Nunez, ESD

Transmittal + 30pg = 31

TEXAS CORDIA CONSTRUCTION	Letter of Transmittal
----------------------------------	------------------------------

Hidalgo County Drainage District No. 1 Attn: Jaime Salazar 902 N. Doolittle Edinburg, TX 78539	Date: 06/02/15
---	----------------

REF: ALAMO EXPRESSWAY DRAIN

TRANSMITTED:

☒ For Your Use	☐ Please comment	☐ Approved as Noted
☒ As Requested	☐ Reply ASAP	☐ As Noted Below

VIA:

☐ USPS Mail	☐ Courier	☒ Hand Delivered
☐ E-Mail	☐ Overnight Delivery	☐ Pick up

COPIES	DESCRIPTION
--------	-------------

1	Change Order #1 ✓ with backup (13pg.)
(1)	Index Sheet, Notes, Estimated Quantities Summary / Drawing Legend (17pg.)

REMARKS:

Mr. Salazar,

Attached please find the Change Order #1 for the Alamo Expressway Drain Project.

Should you have any questions or comments feel free to contact me at (956) 627-6181.

Thank you,

Isabel Martinez
Texas Cordia Construction, LLC

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
JUN 02 2015
3:35 AM / PM
BY: Rosa [Signature]

JS-7/14/15
9:38 AM
4 Review

Received by: _____ Date: _____

NO.	DESCRIPTION
GENERAL	
1	COVER SHEET
2	INDEX SHEET, NOTES, ESTIMATED QUANTITIES SUMMARY/DRAWING LEGEND
3	PROJECT CONTROL LAYOUT
4	DRAINAGE LAYOUT
5	LEVEE CROSSING
6	CROSS SECTIONS
7	PUMP SYSTEM INTAKE DETAIL
8	IMPROVEMENT LAYOUT (CONC. RIP-RAP, CALICHE ROAD, & EMBANKMENT)
9	PROPOSED DRAINAGE DITCH WIDENING DIMENSION PLAN
10A & 10B	TYPICAL DETAILS
11	TYPICAL STORM SEWER BEDDING DETAILS
12 & 12A	TYPICAL STRUCTURE DETAILS (1 OF 2)
13	TYPICAL STRUCTURE DETAILS (2 OF 2)
14	5' X 5' SLUICE GATE (SELF-CONTAINED RISING STEM)
15-16	MULTIPLE BOX CULVERTS CAST-IN-PLACE 5'-0" SPAN 2' TO 20' FILL
17	-FW-0 CONCRETE WING WALLS WITH FLARED WINGS FOR 0° SKEW BOX CULVERTS
18	TRAFFIC CONTROL LAYOUT
19-30	-BC(1-12)-07
31	-TCP NOTES-98
32	-RS-TCP-05
33	-SW3P
34	-EC(1)-93
35	-EC(3)-93

NOTE:
SHEET 17 & 19 ~ 35 ARE TxDOT STANDARDS SHEETS AND ARE INCORPORATED AND HAVE BEEN SELECTED AS BEING APPLICABLE TO THIS PROJECT AS REFERENCED.

1. UTILITIES AND STORM SEWER

- A. ALL ABANDONED PIPES (OLD WATERLINES, DITCH CULVERTS, SHALLOW UTILITY SERVICES) WITHIN PROJECT LIMITS SHALL BE REMOVED AND PROPERLY DISPOSED OF. THIS APPLIES TO ALL ABANDONED PIPES THAT ARE WITHIN ONE FOOT OF SUBGRADE AND DITCH CULVERTS AND WHICH INTERFERE WITH THE PROPOSED WORK.
- B. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT EXISTING UTILITIES. ALL PIPES, UTILITIES, OR OTHER FACILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE COUNTY'S SATISFACTION, WITH NO SEPARATE PAYMENT.
- C. ALL OPEN EXCAVATION SHALL BE ENCLOSED WITH ORANGE SAFETY FENCE AND PAYMENT.
- D. CONTACT ALL UTILITY PROVIDERS/OWNER PRIOR TO CONSTRUCTION. BARRELS.
- E. AFTER COMPLETION OF DRAINAGE IMPROVEMENTS PROJECT CONTRACTOR SHALL HYDRO JET CLEAN EXISTING PIPE CULVERTS THROUGHOUT PROJECT LIMITS.

2. MISCELLANEOUS

- A. CONTRACTOR TO MAINTAIN ADEQUATE DRAINAGE THROUGH DITCH AT ALL TIMES.
- B. ALL WORK SHALL BE PERFORMED DURING DAYLIGHT HOURS.
- C. THE STORM WATER POLLUTION PREVENTION PLAN SHALL CONSIST OF USING THE BID ITEMS SEEDING AND SILT FENCE AS SHOWN IN THE PLANS AND DETAILS AND PER THE S.W.P.P.P.
- D. RIPRAP TO CONSIST OF 6" CONCRETE AS SHOWN ON THE DETAIL, SHT. 8.
- E. GUARDRAIL TO BE REMOVED ON PREP. R.O.W.
- F. NEW CALICHE MATERIAL GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OR WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

TYPICAL D GRADE 6

SIEVE No.	PERCENT RETAINED
2	0
1/2	20-60
4	40-75
40	75-85

3. TRAFFIC

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL THROUGHOUT THE DURATION OF THE CONTRACT IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", TRAFFIC CONTROL PLANS AND BARRICADE AND CONSTRUCTION SHEETS.

4. GENERAL NOTES

- A. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH HIDALGO COUNTY AND ALL OTHER GOVERNING ENTITIES.
- B. ALL CONSTRUCTION TO BE COORDINATED WITH HIDALGO COUNTY, I.B.W.C., AND H.C.C.I.D NO.9.
- C. CONTRACTOR TRENCH SAFETY AS PER O.S.H.A. REQUIREMENTS.
- D. CONTRACTOR SHALL OBTAIN ALL REGULATORY PERMITS AND COST TO BE INCIDENTAL TO BID ITEMS.
- E. ANY FINES AND/OR PENALTIES FOR FAILURE TO MAINTAIN AND/OR IMPLEMENT EROSION AND SEDIMENT CONTROL SHALL BE THE RESPONSIBILITY OF CONTRACTOR.
- F. THE CONTRACTOR SHALL NOTIFY PARTIES AFFECTED BY HIS CONSTRUCTION ACTIVITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION. THE FOLLOWING ARE TELEPHONE NUMBERS FOR THE ENTITIES MOST LIKELY TO BE AFFECTED:
- DIG TESS.....(800) 344-8377
- TEXAS ONE CALL SYSTEM.....(800) 245-4545
- TEXAS EXCAVATION SAFETY SYSTEM.....(800) 344-8377
- LONE STAR NOTIFICATION COMPANY.....(800) 669-8344
- SOUTHWESTERN BELL LOCATE GROUP.....(800) 828-5127
- AMERICAN ELECTRIC POWER (AEP TEXAS).....(877) 373-4858
- KINDER MORGAN TEXAS PIPELINE.....(956) 765-6900
- AT&T.....(800) 545-6005
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL OTHER ENTITIES THAT WILL BE AFFECTED.
- G. THE CONTRACTOR SHALL OBTAIN ANY PERMITS REQUIRED BY THE LOCAL, STATE OR FEDERAL ENTITIES PRIOR TO CONSTRUCTION.

- H. CONTRACTOR SHALL PREPARE A **FLOOD PROTECTION PLAN**. THIS PLAN MUST BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER.

BACKFILL 5.

- A. CONTRACTOR SHALL USE SUITABLE ONSITE MATERIAL OR OFFSITE BORROW MATERIAL MEETING THE REQUIREMENTS SPECIFIED IN THE CONTRACT DOCUMENTS (PLANS AND/OR SPECIFICATIONS) FOR CONSTRUCTING THE LEVEE AND FILL AREAS. THE CONTRACTOR MUST VERIFY THE SUITABILITY OF THE MATERIAL BEFORE USING IT IN THE LEVEE. IN THE EVENT THE MATERIAL IS UNSUITABLE FOR LEVEE CONSTRUCTION, THE EXCAVATED OR BORROW MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND CONSIDERED AS SURPLUS MATERIAL.

ESTIMATED QUANTITIES SUMMARY - TOTALS

ITEM	DESCRIPTION	UNIT	QUANTITY
DITCH CROSSING IMPROVEMENTS - ALAMO-EXPRESSWAY DRAIN			
DRAINAGE STRUCTURE			
132	EMBANKMENT (NATIVE MATERIAL)	CY.	2145
132	EMBANKMENT (LEVEE GRADE FILL)	CY.	910
164	HYDROMULCH SEEDING (PERM) (WATERING INCLUDED)	SY.	4000
247	6" CALICHE ROAD (NEW)	CY.	79
*400	STRUCTURE EXCAVATION	CY.	2223
400	CEMENT STABILIZED BACKFILL	CY.	430
402	TRENCH EXCAVATION PROTECTION	LF.	142
420	REINFORCED CONC. WALL (PIPE SUPPORT)	CY.	7
420	CONCRETE RETAINING WALL	CY.	26
432	CONCRETE 6" THICK RIP-RAP	CY.	79
432	RIPRAP (STONE COMMON)(DRY)(12 IN)	CY.	395
462	5'x5' DUAL CONC. BOX (CAST IN PLACE)	LF.	137
466	CONC. WINGWALL	EA.	2
466	CONC. HEADWALL (H=5' TO 11')	LF.	24
502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO.	3
760	CHANNEL EXCAVATION	CY.	5270
420	CONC. COLLAR (CAST IN PLACE)	EA.	2
	CONSTRUCT CONC. GATEWELL STRUCTURE w/SLUICE GATE(2), 5' REINFORCED	EA.	1
	CONCRETE PLATFORM, GRATE LATCH, LADDER & APPARATUS(CAST IN PLACE)		
	12" STEEL PIPE SCH. 40 PAINTED(OIL BASE)(w/SUCTION END CUPS, FITTINGS	LF.	65
	& QUICK CONNECTORS)		
	18" STEEL PIPE SCH. 40 PAINTED(OIL BASE)(w/MANIFOLD, CHECK VALVE, & FITTINGS)	LF.	60
	12' ACCESS SWING STEEL GATE (COMPLETE) (2 COATS OF OIL BASED PAINT)(YELLOW)	EA.	2
1122	CONSTRUCTION EXITS (TY.2) (INSTALL & REMOVE)	SY.	78
550	TEMP. SEDIMENT CONTROL FENCE	LF.	1218
	12 DIESEL PUMP (WITH 2-20 LF OF 12" HOSES WITH QUICK CONNECTORS)	EA.	2
	6'-0" X 5'-6" CONC. SUCTION BOX (WITH GRATES)	EA.	1

*FOR CONTRACTORS INFORMATION ONLY

- B. UNLESS OTHERWISE NOTIFIED, FILL TO BE PLACED IN MAXIMUM 6-INCH LIFTS AND COMPACTED TO 98% STANDARD PROCTOR DENSITY. SEE SOIL REPORTS AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

LEGEND



EXISTING CALICHE ROAD



PROPOSED REGRADE & SEEDING AREA



PROPOSED CONC. RIP-RAP



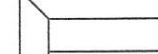
PROPOSED EXCAVATION/EMBANKMENT



PROPOSED NEW CALICHE DRIVE



DIRECTION OF FLOW



PROPOSED DUAL CONC. BOX w/HEADWALL & WINGWALL



TEMPORARY BENCH MARK(TBM)



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY OSCAR CANCINO, P.E., 107186

DATE: 5-28-15

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

Rev. No.	Description	Chk By:	Date
1	CHANGE WORDING FROM SLIDE TO SLUICE	O.C.	5/28/2015



R. Gutierrez Professional Engineers & Land Surveyors
Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78877
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101655-00

DL, INC.
DOS LOGISTICS, INC.

T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

Project: **ALAMO-EXPRESSWAY DRAINAGE PROJECT**

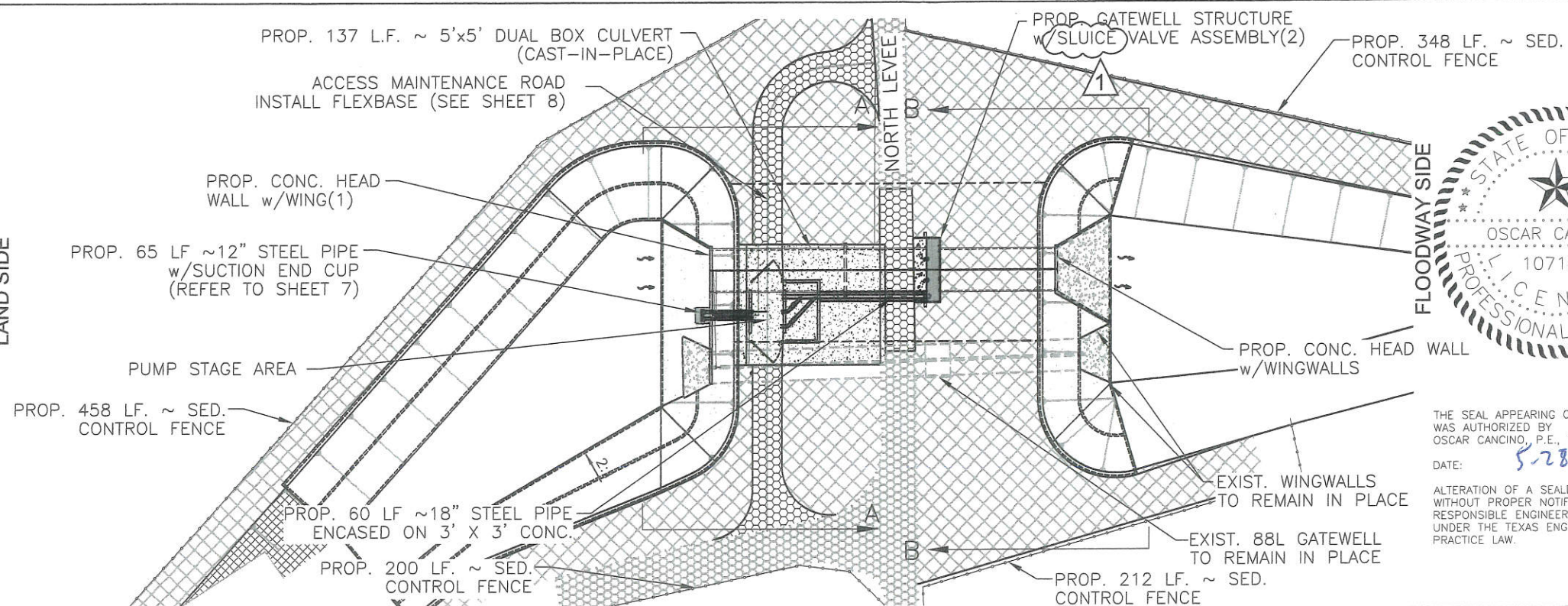
Sheet Title: **INDEX SHEET, NOTES, ESTIMATED QUANTITIES SUMMARY / DRAWING LEGEND**

Designed By: E.M.	Checked By: O.C.
Drawn By: R.G.	Sheet No.: 2

W:\PROJECTS\Alamo Expressway Drain\DWG\Sluice Gates - 3-26-2015\05-NORTH LEVEE CROSSING.dwg

TBM #1 DATA
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E: 1114422.65
ELEV: 97.30

LAND SIDE

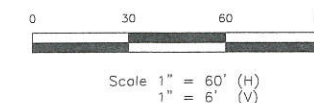


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DATE: 5-28-15
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- LEGEND**
- EXISTING CALICHE ROAD
 - PROPOSED CALICHE DRIVE REPAIR
 - PROPOSED REGRADE & SEEDING AREA
 - PROPOSED CONC. RIP-RAP
 - PROPOSED EXCAVATION/EMBANKMENT
 - PROPOSED NEW CALICHE DRIVE
 - PROPOSED STEEL PIPE
 - DIRECTION OF FLOW
 - PROPOSED DUAL CONC. BOX w/HEADWALL

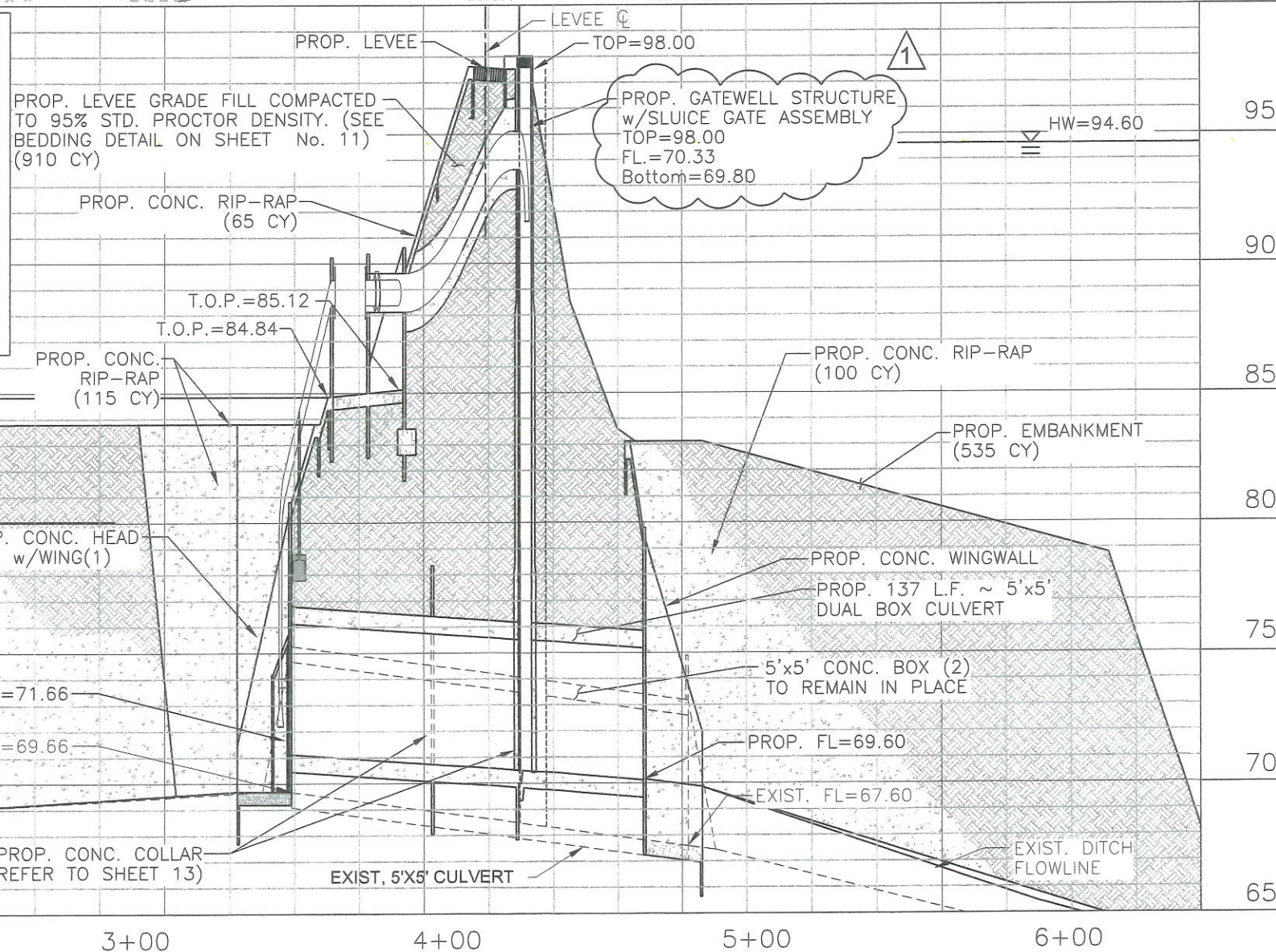
NOTES:

- EXIST. UTILITY SERVICE CONNECTIONS ARE SHOWN ON PLAN & PROFILE SHEETS AT APPROXIMATE LOCATIONS. CONTRACTOR TO FIELD VERIFY DEPTH & LOCATION PRIOR TO CONSTRUCTION.
- NO ADDITIONAL COMPENSATION FOR UTILITY RELOCATIONS WILL BE AWARDED ITEMS TO BE SUBSIDIARY TO THE APPROPRIATE BID ITEM.



SHEET SUMMARY			
ITEM	EST	UNIT	DESCRIPTION
132	2145	CY.	EMBANKMENT (NATIVE MATERIAL)
132	910	CY.	EMBANKMENT (LEVEE GRADE FILL)
400	2223	CY.	STRUCTURE EXCAVATION
400	430	CY.	CEMENT STABILIZED BACKFILL
402	142	LF.	TRENCH EXCAVATION PROTECTION
420	2	EA.	CONCRETE COLLAR (CAST IN PLACE)
462	137	LF.	5'x5' DUAL CONC. BOX (CAST IN PLACE)
466	2	EA.	CONC. WINGWALL
999	1	EA.	CONSTRUCT CONC. GATEWELL STRUCT. w/ SLUICE GATE(2), LATCH, LADDER, & APPARATUS (CAST IN PLACE)
999	65	LF.	12\"
999	60	LF.	18\"
999	4	EA.	8\"
999	2	EA.	12\"
1122	1218	LF.	TEMP. SEDIMENT CONTROL FENCE

*FOR CONTRACTORS INFORMATION ONLY



Rev. No.	Description	Chk By:	Date
1	CHANGE WORDING FROM SLIDE TO SLUICE	O.C.	5/28/2015



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DOS LOGISTICS, INC.

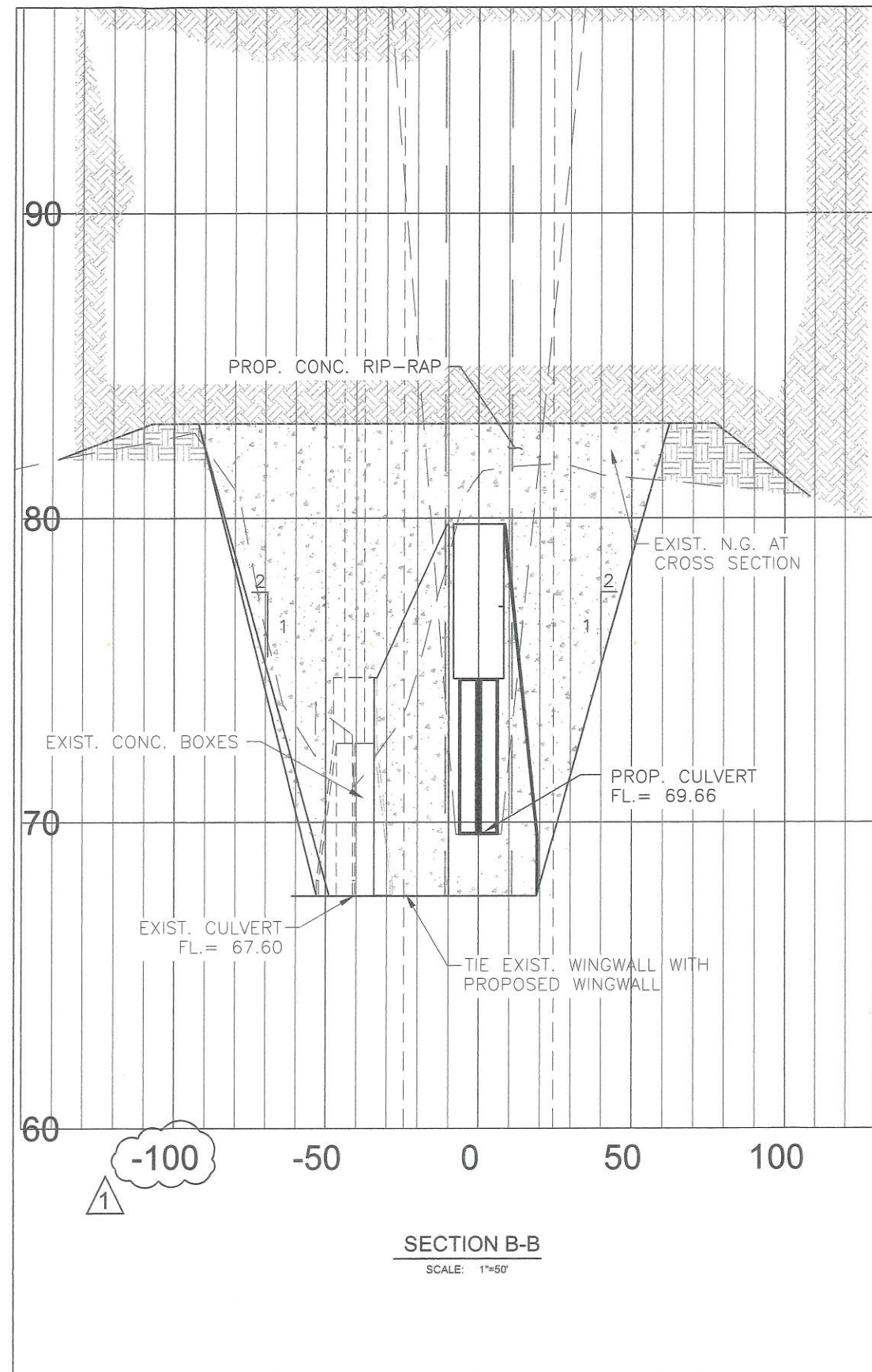
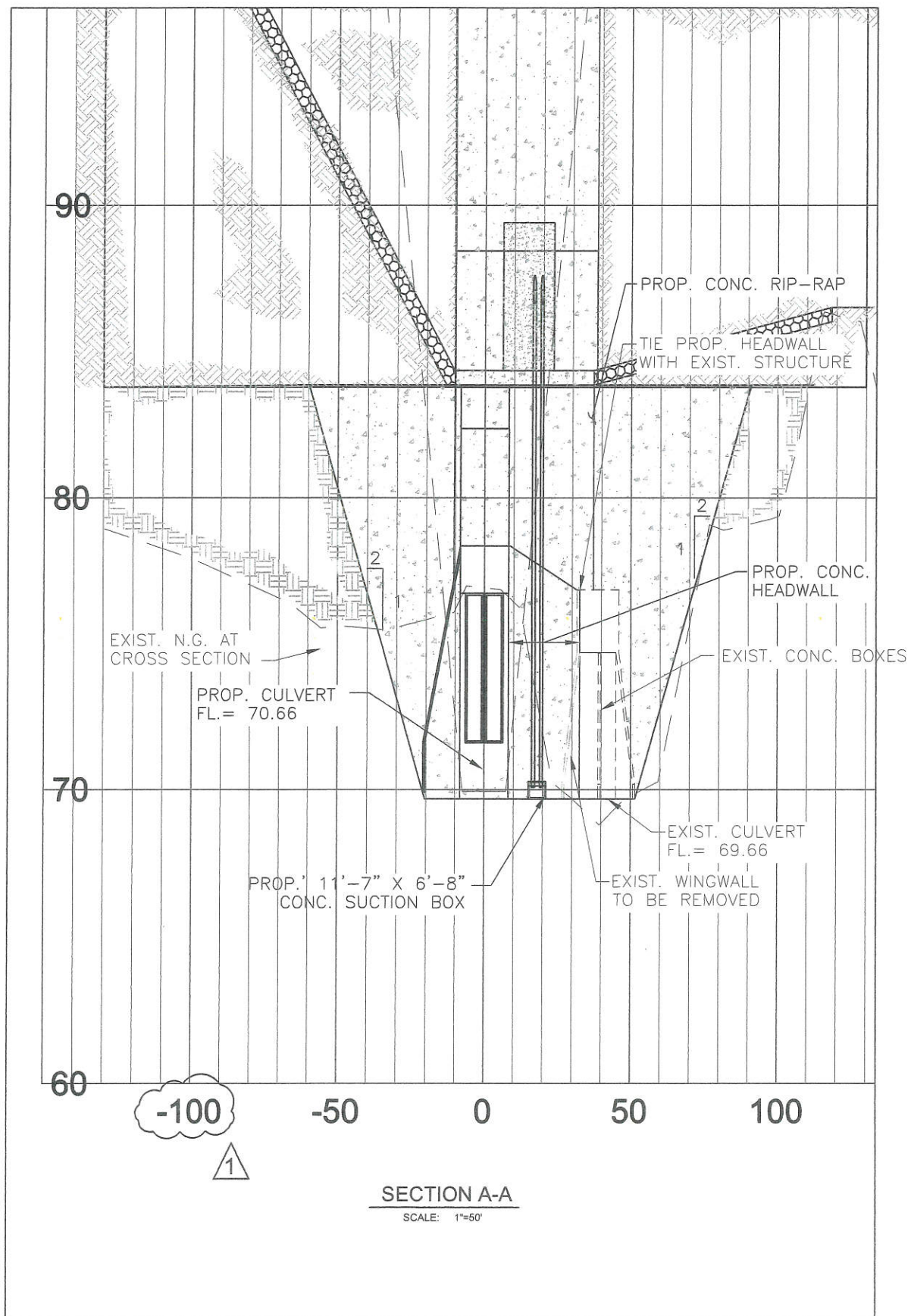
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

Project: **ALAMO-EXPRESSWAY DRAINAGE PROJECT**

Sheet Title: **LEVEE CROSSING**

Designed By: E.M.	Checked By: O.C.
Drawn By: R.G.	Sheet No.: 5

W:\PROJECTS\Alamo Expressway Drain\DWG\Stake Gates - 3-26-2015\06 CROSS SECTIONS-5 x 5.dwg



LEGEND

PROPOSED ENBANKMENT

PROPOSED CONC. RIP-RAP, HEADWALL AND WINGWALLS



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DATE: 5/28/15

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Rev. No.	Description	Chk. By:	Date
1	ADJUSTED HORIZONTAL SCALING	O.C.	5/28/2015



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DOS LOGISTICS, INC.

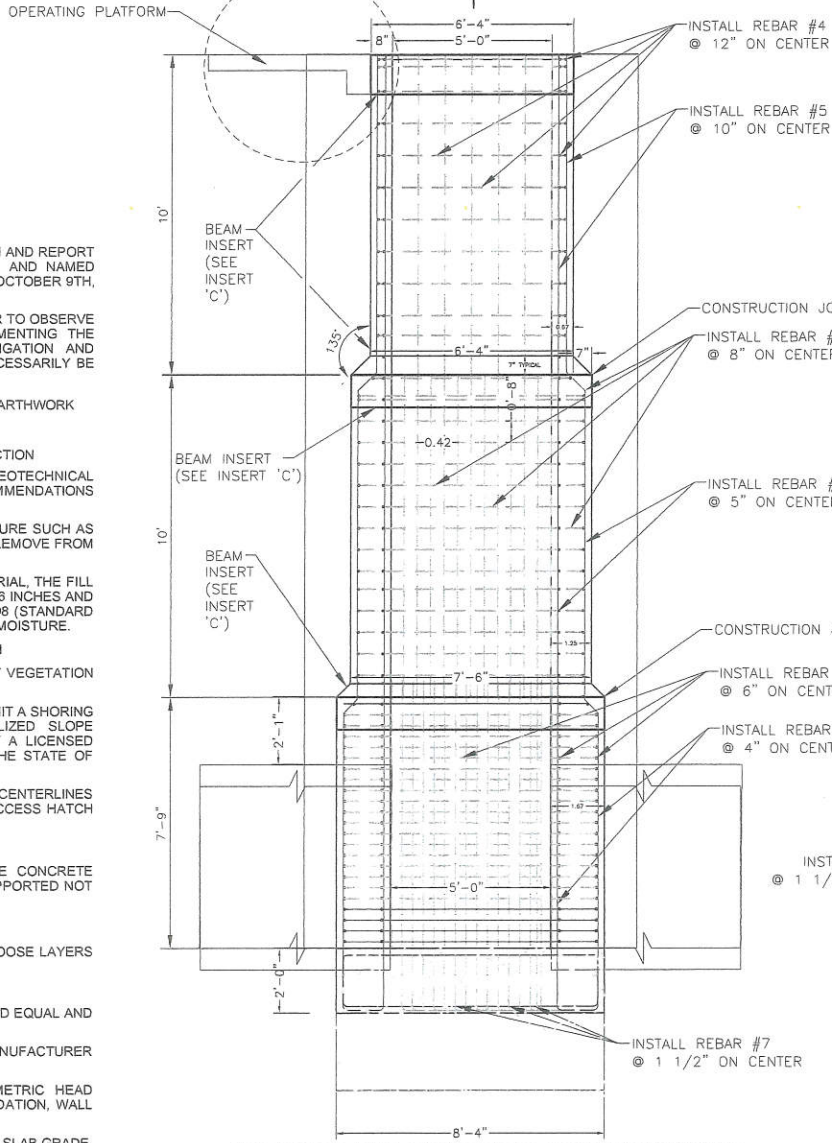
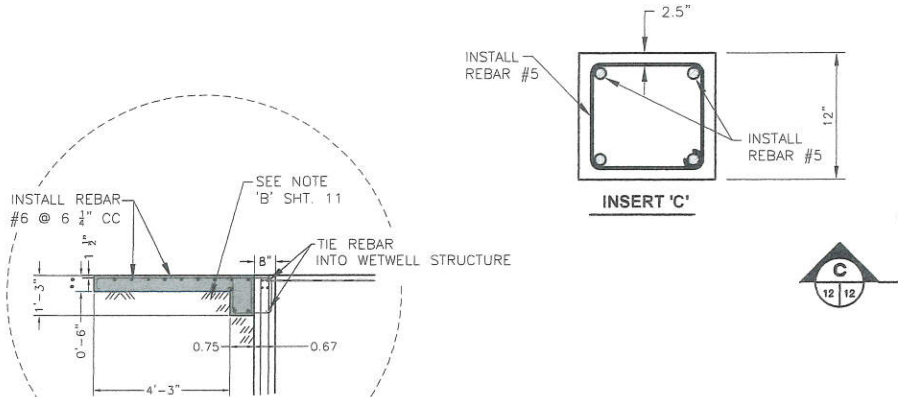
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Project: **ALAMO-EXPRESSWAY DRAINAGE PROJECT**

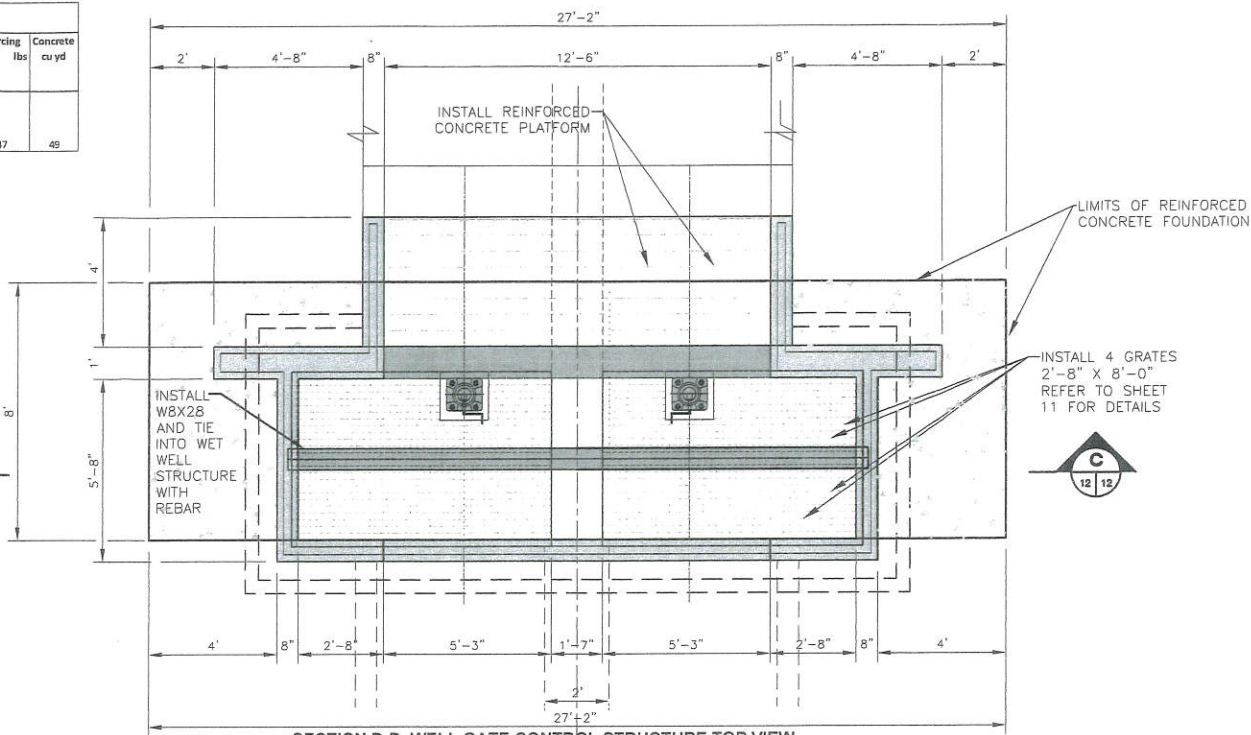
Sheet Title: **CROSS SECTIONS**

Designed By:	E.M.	Checked By:	O.C.
Drawn By:	R.G.	Sheet No.:	6

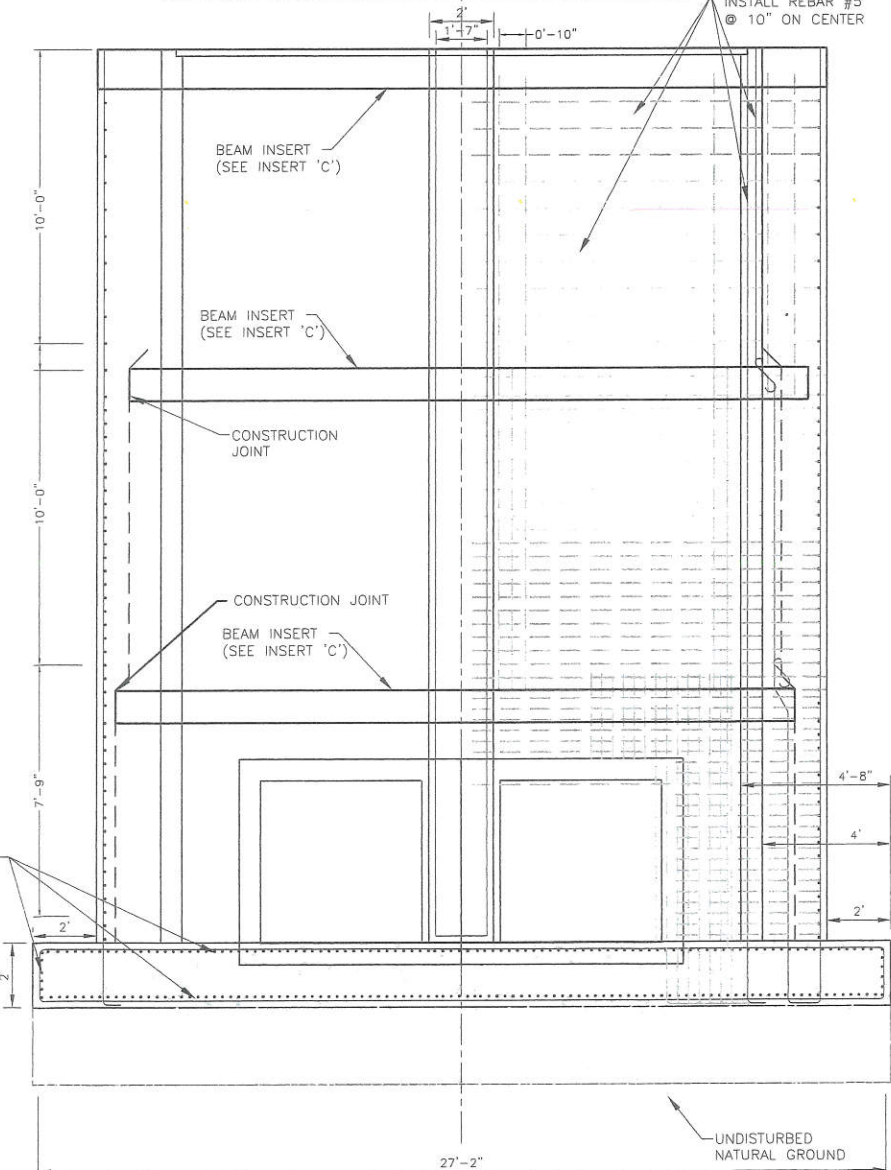
Height of Gate Well	Reinforcing Steel																								Reinforcing Steel	Concrete cu yd
	1/2" Ø 10'-0" Bars #	Weight lb	1/2" Ø 15'-0" Bars #	Weight lb	5/8" Ø 10'-0" Bars #	Weight lb	5/8" Ø 15'-0" Bars #	Weight lb	7/8" Ø 10'-0" Bars #	Weight lb	1" Ø 10'-0" Bars #	Weight lb	5/8" Ø 8'-4" Bars #	Weight lb	1" Ø 2'-0" Bars #	Weight lb	7/8" Ø 15'-6" Bars #	Weight lb	7/8" Ø 26'-0" Bars #	Weight lb	1/2" Ø Bars #	5/8" Ø Bars #	7/8" Ø Bars #	1" Ø Bars #		
FT																										
10	4	271	4	401	5	4892	5	1439																		
20							5	3001.28	8	5772	8	668														
28													5	358.78	8	1303										
Foundation																										



SECTION B-B WELL GATE CONTROL STRUCTURE SIDE VIEW



SECTION D-D WELL GATE CONTROL STRUCTURE TOP VIEW



SECTION C-C WELL GATE CONTROL STRUCTURE FRONT VIEW

(CHANGE ORDER #1)



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DATE: 5-28-15
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

- CONSTRUCTION NOTES:**
- FOUNDATION DESIGN IS IN ACCORDANCE WITH A SUBGRADE INVESTIGATION AND REPORT BY RABA KISTNER FOR THE HIDALGO COUNTY DRAINAGE DISTRICT # 1 AND NAMED PROPOSED FLOOD PUMP STRUCTURES - PROJECT # AMA13-039-00, DATED OCTOBER 9TH, 2013
 - A QUALIFIED GEOTECHNICAL ENGINEER SHALL BE RETAINED BY THE OWNER TO OBSERVE ALL GRADING OPERATIONS AND THE REQUIRED TESTING FOR IMPLEMENTING THE RECOMMENDATIONS OF THE AFOREMENTIONED SUBSURFACE INVESTIGATION AND REPORT. THESE TEST AND OBSERVATIONS SHOULD INCLUDE BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING:
 - OBSERVATION AND TESTING DURING SITE PREPARATION AND EARTHWORK
 - CONSULTATION AS REQUIRED DURING CONSTRUCTION
 - VERIFICATION THAT THE WELL PAD IS SUITABLE FOR CONSTRUCTION
 - THE PROJECT PLANS AND SPECIFICATIONS SHALL BE REVIEWED BY A GEOTECHNICAL ENGINEER TO VERIFY COMPATIBILITY BETWEEN THE GEOTECHNICAL RECOMMENDATIONS AND THE DRAWINGS AND SPECIFICATIONS
 - ALL EXISTING VEGETATION BENEATH AND AT THE SIDES THE NEW STRUCTURE SUCH AS TREES, BRUSH AND STUMPS SHOULD NOT BE ACCEPTANCE AND SHALL BE REMOVE FROM THE SITE
 - BACKFILL SHALL BE COMPOSED OF PROPERLY COMPACTED ON-SITE MATERIAL, THE FILL SHALL BE PLACE IN 8 INCHES LOOSE LIFT AND SHOULD BE COMPACTED TO 6 INCHES AND SHALL BE UNIFORMLY COMPACTED TO A MINIMUM OF 98 % OF ASTM D-698 (STANDARD PROCTOR) DENSITY AT MOISTURE CONTENT WITHIN -2 TO +3% OF OPTIMUM MOISTURE.
 - CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO EXCAVATION
 - ALL AREAS TO RECEIVED FILL AND FILL MATERIALS SHALL BE FREE OF ANY VEGETATION OR DEBRIS TO PLACING THE FILL.
 - PRIOR TO EXECUTE THE WELL EXCAVATION, THE CONTRACTOR SHALL SUBMIT A SHORING PLAN OR AN EXCAVATION PLAN WHICH WILL RESULT IN A STABILIZED SLOPE EMBANKMENT, SHORING OR EXCAVATION PLAN SHALL BE PREPARED BY A LICENSED ENGINEER AND SHALL BEAR THE SEAL OF AN ENGINEER LICENSED IN THE STATE OF TEXAS.
 - LOCATE ANCHOR BOLTS BY REFERENCING EDGE OF ACCESS FRAME AND CENTERLINES OF SLUICE GATES TO MAINTAIN EXACT POSITION OF GATE RELATIVE TO ACCESS HATCH OPENING, VERIFY ALL SLIDE DIMENSIONS WITH GATE MANUFACTURER.
 - LOCATE ALL CONCRETE EDGES SHALL BE CHAMFER OR ROUNDED TO 1/2"
 - ALL ANCHORING, STEEL ANCHOR BOLT SHALL BE INSTALL PRIOR THE CONCRETE POURING AND THERE LOCATION SHOULD BE ADEQUATELY BRACED OR SUPPORTED NOT MOVEMENT AT ALL AT THE MOMENT OF INSPECTION.
 - REINFORCING CONCRETE WET WELL BACKFILL:
 - THE BACKFILL SHALL BE PERFORMED IN MAXIMUM 6 INCHES LOOSE LAYERS WITH CEMENT-STABILIZED W/2 SACKS CU YD.
 - ALL BOLTS AND FASTENERS SHALL BE STAINLESS STEEL.
 - ACCESS HATCH COVERS SHALL BE MANUFACTURES BY PARK OR APPROVED EQUAL AND RATED FOR HEAVY DUTY LOADING.
 - DIMENSION NOTED AREA RELATIVE TO THE STRUCTURE DESIGN AND MANUFACTURER SELECTED. CONTRACTOR SHALL CONFIRM.
 - CONTRACTOR SHALL MAINTAIN GROUND WATER LEVELS AND PIEZOMETRIC HEAD SAFELY BELOW BOTTOM OF WET WELL UNTIL COMPLETION OF THE FOUNDATION, WALL AND FINISHING GRADES.
 - USE TYPE C2 JOINTS FOR ALL INDICATED JOINTS IN WALL AND FOUNDATION SLAB GRADE.
 - ALL BARS ARE SHOWN AS A REPRESENTATION BENDS, DEFLECTIONS, TIES AND STIRRUPS ARE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL THEM, FOLLOWING THE LATEST ACI 318 RECOMMENDATIONS.

Rev. No.	Description	Chk By:	Date



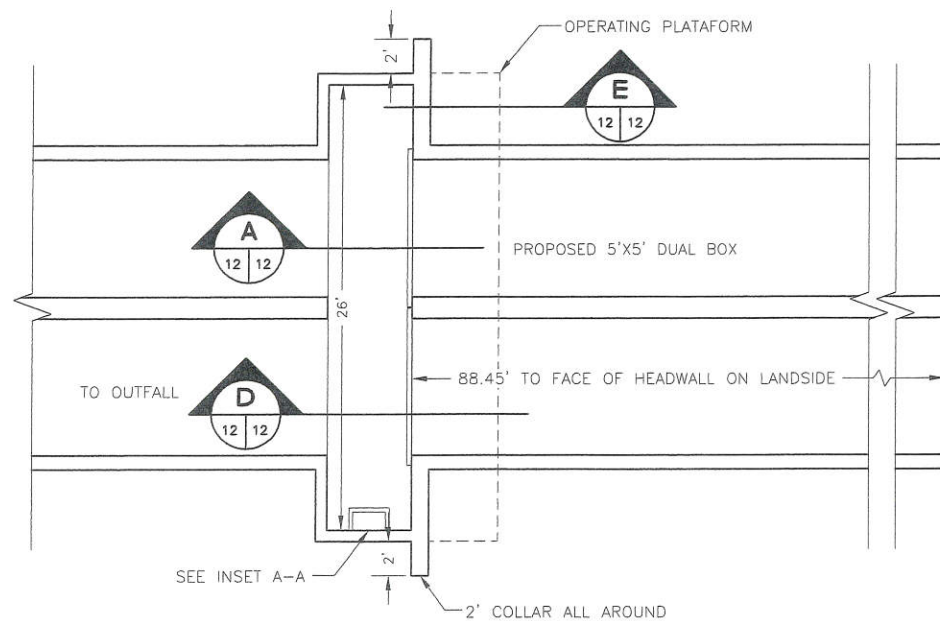
R. Gutierrez Professional Engineers & Land Surveyors
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130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No: 486 • SURVEYING FIRM No: 101655-00

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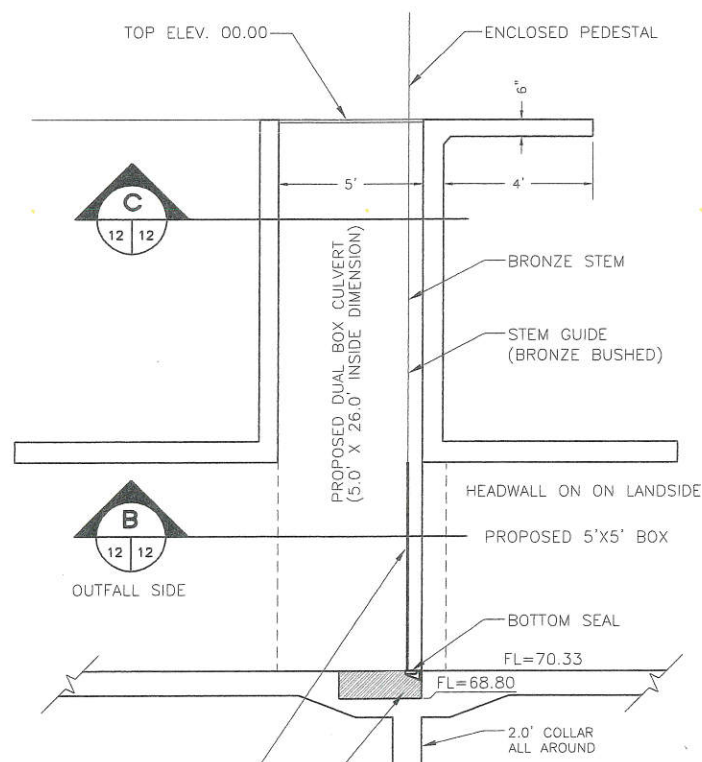
Project: **ALAMO-EXPRESSWAY DRAINAGE PROJECT**

Sheet Title:

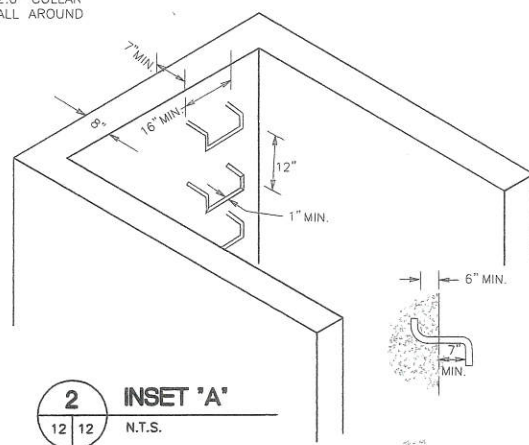
Designed By:	E.M.	Checked By:	O.C.
Drawn By:	R.G.	Sheet No.:	12



1 PLAN VIEW WATER CONTROL GATE STRUCTURE
12 12 N.T.S.



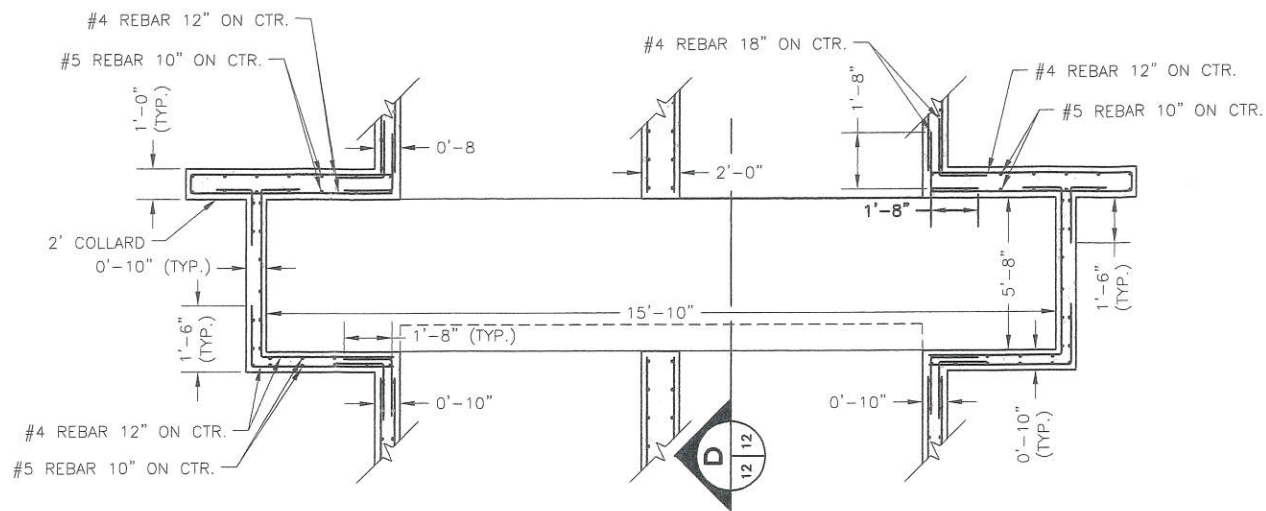
GATE SHALL BE INSTALLED AND ANCHORED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. USING THE STAINLESS STEEL BOLTS. INSTALLATION INCLUDES ENCLOSED GEAR PEDESTAL LIFT MODEL CPE-2 OR APPROVED EQUAL MOUNTED ON CORBEL W/ CAST-IN-PLACE ANCHOR BOLTS AS SUPPLIED BY MANUFACTURE.



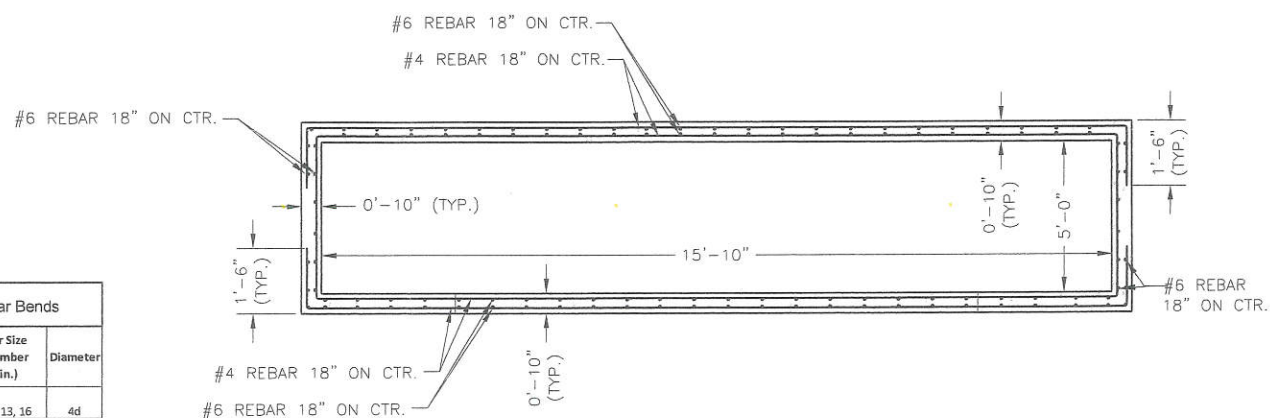
2 INSET 'A'
12 12 N.T.S.

Minimum Inside Diameter of Bar Bends			
Bend	Bar Size Number (in.)	Bar Size Number (in.)	Diameter
Bends of 90° and greater in stirrups, ties, and other secondary bars that enclose another bar in the bend	3, 4, 5	10, 13, 16	4d
	6, 7, 8	19, 22, 25	6d
Bends in main bars and in secondary bars not covered above	3 through 8	10 through 25	6d
	9, 10, 11	29, 32, 36	8d
	14, 18	43, 57	10d

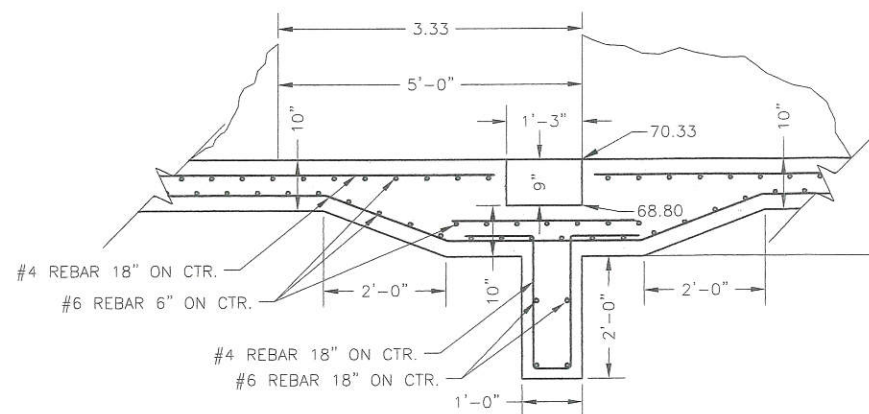
Minimum Lap Requirements for Bar Sizes			
Bar Size Number (in)	Bar Size Number (mm)	Uncoated Lap Length	Coated Lap Length
3	10	1 ft 4"	2 ft 0"
4	13	1 ft 9"	2 ft 8"
5	16	2 ft 2"	3 ft 3"
6	19	2 ft 7"	3 ft 11"
7	22	3 ft 5"	5 ft 2"
8	25	4 ft 6"	6 ft 9"
9	29	5 ft 8"	8 ft 6"
10	32	7 ft 3"	10 ft 11"
11	36	8 ft 11"	13 ft 5"



B SECTION B
12 12 N.T.S.



C SECTION C
12 12 N.T.S.



D SECTION D
12 12 N.T.S.

(CHANGE ORDER #1)



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY OSCAR CANCINO, P.E., 107186

DATE: 5-28-15

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Rev. No.	Description	Chk By:	Date



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ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101850-00

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Weslaco, Tx. 78596 Fax: (956) 447-8194

Project: **ALAMO-EXPRESSWAY DRAINAGE PROJECT**

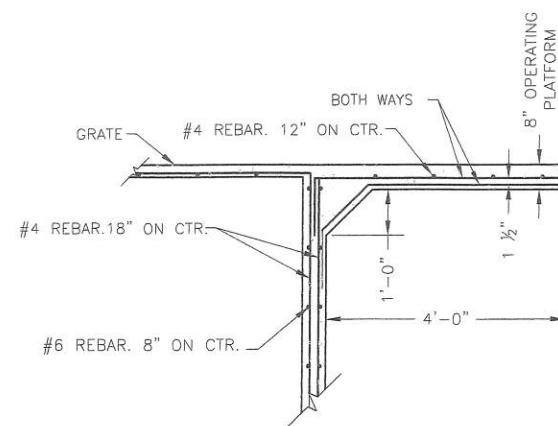
Sheet Title: **TYPICAL STRUCTURE DETAILS**

(SHEET 1 OF 2)

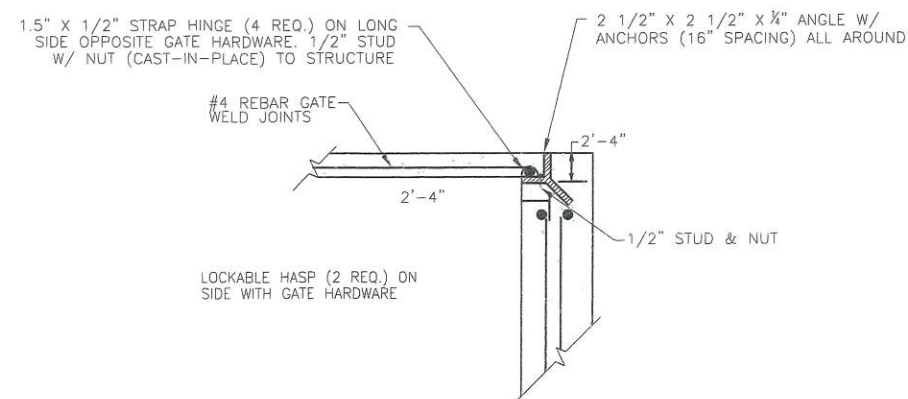
Designed By: E.M.	Checked By: O.C.
Drawn By: R.G.	Sheet No.: 12A

DATE: 5-28-15

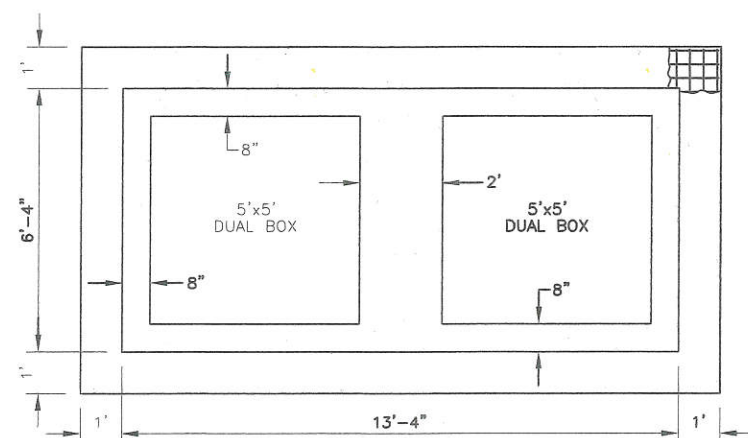
ALTERATION OF A SEALED DOCUMENT
WITHOUT PROPER NOTIFICATION TO THE
RESPONSIBLE ENGINEER IS AN OFFENSE
UNDER THE TEXAS ENGINEERING
PRACTICE LAW.



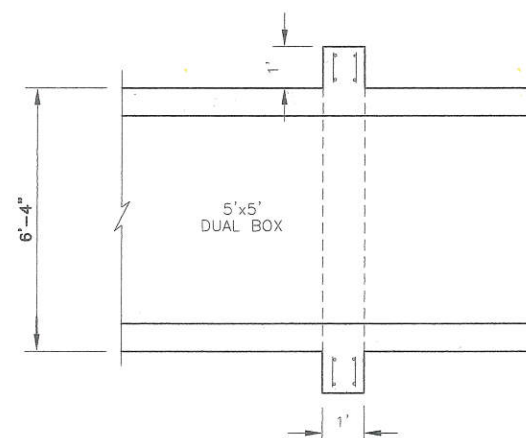
E SECTION E - OPERATING PLATFORM
12 13 N.T.S.



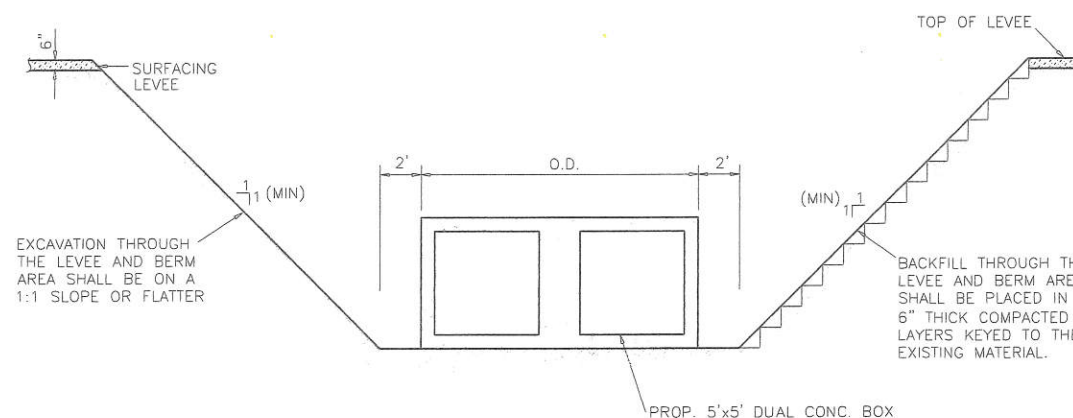
1 **GRADE HINGE DETAIL**
13 13 N.T.S.



2 COLLAR FOR CAST IN PLACE CONCRETE BOX (ELEVATION)



A SECTION A
13 13 N.T.S.



2 EXCAVATION THROUGH LEVEE DETAIL
13 13 N.T.S.

- NOTES:
- 1.- A CONCRETE CUT-OFF COLLAR SHALL BE INSTALLED ON THE LEVEE CENTERLINE. THE COLLAR SHALL HAVE A MINIMUM THICKNESS OF TWELVE (12" INCHES).
 - 2.- FORMS FOR CUT-OFF COLLAR SHALL REMAIN IN PLACE FOR FOUR (4) DAYS.
 - 3.- COMPACTION AROUND CUT-OFF COLLAR SHALL BE PERFORMED USING MANUAL EQUIPMENT TO AVOID DAMAGING THE COLLAR.
 - 4.- ALL CONCRETE SHALL BE CLASS "S" AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI.
 - 5.- ALL REINFORCING STEEL SHALL BE ASTM DESIGNATION A 615, GRADE 60.

Rev. No.	Description	Chk By:	Date



R. Gutierrez
Engineering
Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00



DL, INC.
DOS LOGISTICS, INC.

T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

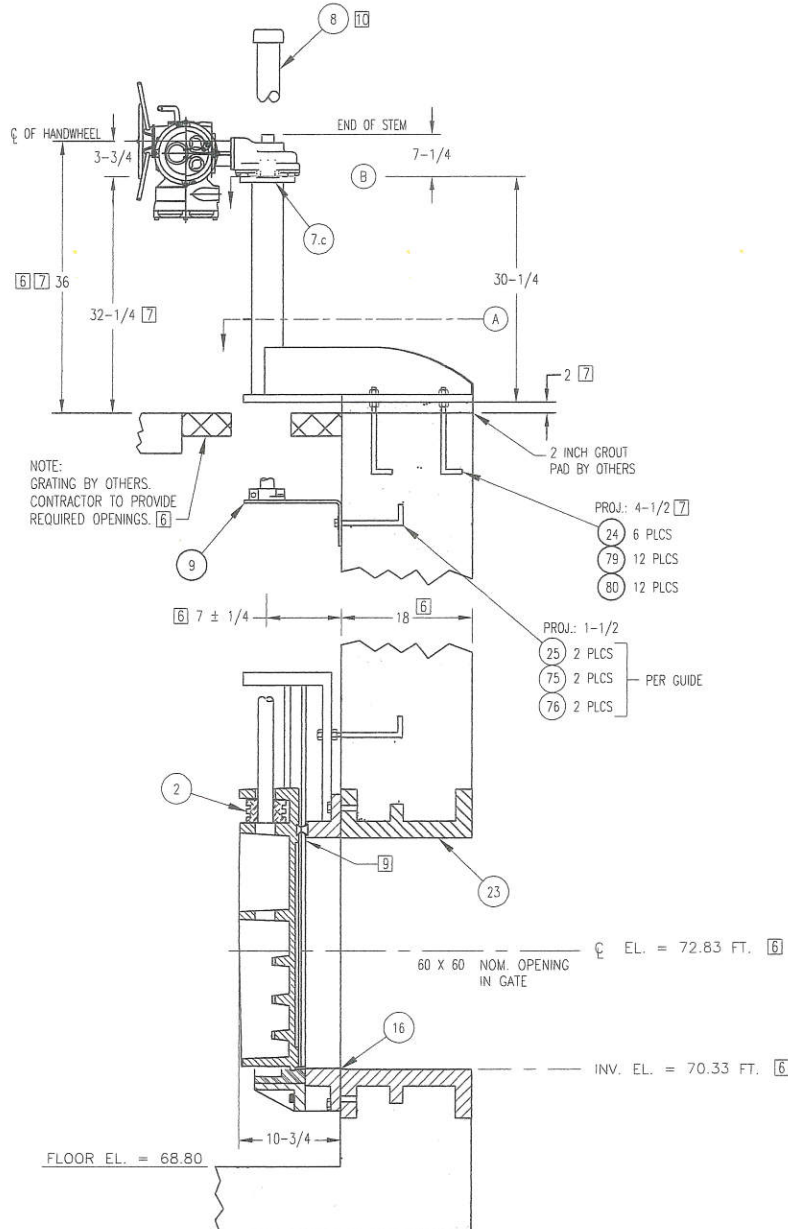
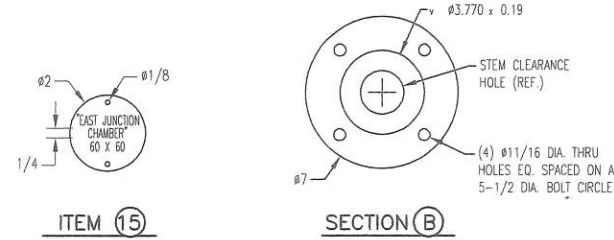
Project: **ALAMO-EXPRESSWAY
DRAINAGE PROJECT**

Sheet Title:

TYPICAL STRUCTURE DETAILS

(SHEET 2 OF 2)

Designed By:	E.M.	Checked By:	O.C.
Drawn By:	R.G.	Sheet No.:	13



NOTES: UNLESS OTHERWISE SPECIFIED.

1. (GATE CAPACITY) MAXIMUM SEATING HEAD = 30 FT.; MAXIMUM UNSEATING HEAD = 20 FT.
2. OPERATING HEAD FROM GATE CENTER LINE: SEATING HEAD = 10 FT.; UNSEATING HEAD = 10 FT.
3. LIFT CAPACITY 14,452 LBS @ 19.75 IN./MIN (43 RPM); TORQUE = 224 FT.-LBS
4. TURN HANDWHEEL CCW TO OPEN (RAISE) GATE.
5. 3/8" STUB ACME THREADS.
6. CONTRACTOR TO VERIFY OR SUPPLY.
7. DIMENSION INCLUDES 2 INCH FOR GROUT PAD.
8. IMPACT INTO DOVETAIL GROOVE/ MACHINE FLAT TO .002 T.I.R. W/ A 63° FINISH OR BETTER.
9. TO BE MARKED WITH 1/4, 1/2, 3/4, & FULL OPEN POSITIONS.
10. SEE ANCHOR LENGTH LISTED ABOVE.



Designed By: E.M.	Checked By: O.C.
Drawn By: R.G.	Sheet No.: 14



NOTICE TO SUSPEND, WORK ORDER		OWNER: Hidalgo County Drainage District No. 1	
		PROJECT NAME: Pct.2 Alamo Expressway Drain	
		PROJECT: HCDDI-14-008-07-08	
		NAME AND ADDRESS OF CONTRACTOR: Texas Cordia Construction 3149-A Center Pointe Dr. Edinburg, TX 78539	
ORDER NUMBER:	DATE ISSUED:		
3	07/15/15		
THIS IS YOUR NOTICE TO SUSPEND, WORK ON THE CONTRACT AS NOTED.			
SUSPENSION OF WORK			
You are to suspend work for the following reason(s): <u>Lead time to manufacture Slide Gates S4000</u> Effective close of business: June 29, 2015 Type of Suspension ☒ Total ☐ Partial ☒ No Charge will be made against contract time for period of suspension. ☐ Full count of contract time will continue. ☐ An equitable adjustment of contract time will be made for period of partial suspension upon resumption work. ☐ The Contractor shall, effective immediately, cease to issue any further orders and/or subcontracts for materials or services of this Contract. The Contractor shall immediately comply with this order and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by this during the period of work stoppage. DO NOT RESUME WORK UNTIL YOU ARE NOTIFIED TO DO SO IN WRITING			

AI# 50460
7/21/14

Zimbra

claudette.guerrero@hcdd1.org

RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

From : Lydia Rodriguez <lydia@texascordia.com> Thu, Jul 16, 2015 02:38 PM
Subject : RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request 2 attachments
To : 'Claudette Guerrero' <claudette.guerrero@hcdd1.org>
Cc : 'Raul Sesin' <raul.sesin@hcdd1.org>, 'Jose Saldivar' <noe.saldivar@hcdd1.org>, 'Nora Cavazos' <nora.cavazos@hcdd1.org>, oscarcano@doslogisticsinc.com, 'Yara M. Corbitt' <yara@texascordia.com>, 'Jaime Salazar' <jaime.salazar@hcdd1.org>, 'Lora Briones' <lora.briones@hcdd1.org>, isabel@texascordia.com

Good Afternoon Claudette:

Per our conversation, revised quote is attached. Once again, thank you for noticing the date. If you should need any further information please feel free to contact me.

Sincerely,
Lydia

From: Claudette Guerrero [mailto:claudette.guerrero@hcdd1.org]
Sent: Thursday, July 16, 2015 11:22 AM
To: Lydia Rodriguez
Cc: Raul Sesin; Jose Saldivar; Nora Cavazos; oscarcano@doslogisticsinc.com; Yara M. Corbitt; Jaime Salazar; Lora Briones; isabel@texascordia.com
Subject: Re: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Good Morning Lydia,

Please confirmation that Quote No. WQ15-D-25304B dated 04-28-15 from Waterman Industries is valid due to page 3 notes. This item is set for Board approval on 07-21-15 and the quote is part of the support for Change Order No. 1 and Notice to Suspend.

Your prompt response is greatly appreciated.

Respectfully,



Claudette Guerrero
Accountant - Funds

Hidalgo County Drainage District No. 1

902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5804
Fax: (956)292-7089
claudette.guerrero@hcdd1.org

From: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
To: "Lydia Rodriguez" <lydia@texascordia.com>

Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcancino@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, isabel@texascordia.com
Sent: Wednesday, July 15, 2015 3:42:52 PM
Subject: Re: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Lydia,

Agenda Item no. 50460 for 07-21-2015 Agenda has been created for Change Order No. 1. Please confirm that quote no. WQ15-D-25304B dated 04-28-15 from Waterman Industries for two (2) Cast Iron Sluice Gates (S-4000) is valid, Page 3 states that quotation is firm till May 28, 2015. If any changes are required, please provide revised back-up to include with Change Order no. 1.

Mr. Raul Sesin is currently reviewing Notice to Suspend No. 3 for the project, once he clears the form, it would be included for Board approval on July 21, 2015.

Let me know of any questions.

Respectfully,



Claudette Guerrero
 Accountant - Funds

Hidalgo County Drainage District No. 1

902 N. Doolittle
 Edinburg, TX 78542
 Off: (956)292-7080 ext. 5804
 Fax: (956)292-7089
claudette.guerrero@hcdd1.org

From: "Lydia Rodriguez" <lydia@texascordia.com>
To: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcancino@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, isabel@texascordia.com
Sent: Wednesday, July 15, 2015 11:36:35 AM
Subject: RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Ms. Guerrero:

Per your request, attached is the vendor's quote:

Sluice Gates \$40,603.00
 TCC 5% Material Handling Fee [src="http://email.co.hidalgo.tx.us/service/home/~/?auth=co&id=57141&part=1.2.3&t=1436992649707"](http://email.co.hidalgo.tx.us/service/home/~/?auth=co&id=57141&part=1.2.3&t=1436992649707) data-mce-
[src="/home/claudette.guerrero@hcdd1.org/Briefcase/Claudette Signature.fw.png"](http://email.co.hidalgo.tx.us/service/home/~/?src=/home/claudette.guerrero@hcdd1.org/Briefcase/Claudette%20Signature.fw.png) doc="Briefcase/Claudette
[Signature.fw.png" dfsrc="/service/home/~/?id=57269&part=2&auth=cocedd021d1661190186bb16c041a218bb7c5ed656@zimbra"](http://email.co.hidalgo.tx.us/service/home/~/?dfsrc=/service/home/~/?id=57269&part=2&auth=cocedd021d1661190186bb16c041a218bb7c5ed656@zimbra)>

From: "Lydia Rodriguez" <lydia@texascordia.com>
To: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcancino@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, isabel@texascordia.com
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TCC 5% Material Handling Fee src="http://email.co.hidalgo.tx.us/service/home/~/?
auth=co&id=57239&part=1.2.2&t=1437063647033" data-moe-src="/service/home/~/?
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dfsrc="/service/home/~/?
id=57269&part=2&auth=cocedd021d1661190186bb16c041a218bb7c5ed656@zimbra">

From: "Lydia Rodriguez" <lydia@texascordia.com>
To: "Claudette Guerrero" <claudette.querrero@hcdd1.org>
Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcancino@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, isabel@texascordia.com
Sent: Wednesday, July 15, 2015 11:36:35 AM
Subject: RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

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TCC 5% Material Handling Fee src="http://email.co.hidalgo.tx.us/service/home/~/?
auth=co&id=57141&part=1.2.3&t=1436992649707" data-moe-
src="/home/claudette.querrero@hcdd1.org/Briefcase/Claudette Signature.fw.png" doc="Briefcase/Claudette
Signature.fw.png" dfsrc="/service/home/~/?
id=57269&part=2&auth=cocedd021d1661190186bb16c041a218bb7c5ed656@zimbra">

From: "Lydia Rodriguez" <lydia@texascordia.com>
To: "Claudette Guerrero" <claudette.querrero@hcdd1.org>
Cc: "Raul Sesin" <raul.sesin@hcdd1.org>, "Jose Saldivar" <noe.saldivar@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, oscarcancino@doslogisticsinc.com, "Yara M. Corbitt" <yara@texascordia.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>, "Nora Cavazos" <nora.cavazos@hcdd1.org>, isabel@texascordia.com
Sent: Wednesday, July 15, 2015 11:36:35 AM
Subject: RE: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Ms. Guerrero:

Per your request, attached is the vendor's quote:

Sluice Gates \$40,603.00
TCC 5% Material Handling Fee \$ 2,030.15
TCC 1% Bonding Fee \$ 406.03
Total \$43,039.18

If you should need further information, please feel free to contact me.

Sincerely,
Lydia Rodriguez

From: Claudette Guerrero [<mailto:claudette.guerrero@hcdd1.org>]

Sent: Wednesday, July 15, 2015 10:52 AM

To: lydia@texascordia.com

Cc: Raul Sesin; Jose Saldivar; Nora Cavazos; oscarcancino@doslogisticsinc.com; Yara M. Corbitt; Jaime Salazar; Lora Briones

Subject: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

Ms. Rodriguez,

Pursuant our conversation, please provide the vendor's quote for (2) 60 x 60 Heavy Duty Sluice Gates in the amount of 43,039.18 as stated on your May 8, 2015 email to Mr. Sesin. The quote reflects actual cost of material and is the base to determine additional fees due to you. This information is required as support for Change Order No. 1 scheduled for Board approval on July 21, 2015.

Your prompt attention is greatly appreciate.

Respectfully,

nbsp; 2,030.15

TCC 1% Bonding Fee	\$ 406.03
Total	\$43,039.18

If you should need further information, please feel free to contact me.

Sincerely,

Lydia Rodriguez

From: Claudette Guerrero [<mailto:claudette.guerrero@hcdd1.org>]

Sent: Wednesday, July 15, 2015 10:52 AM

To: lydia@texascordia.com

Cc: Raul Sesin; Jose Saldivar; Nora Cavazos; oscarcancino@doslogisticsinc.com; Yara M. Corbitt; Jaime Salazar; Lora Briones

Subject: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

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Your prompt attention is greatly appreciate.

Respectfully,

nbsp; 2,030.15

TCC 1% Bonding Fee	\$ 406.03
Total	\$43,039.18

If you should need further information, please feel free to contact me.

Sincerely,

Lydia Rodriguez

From: Claudette Guerrero [<mailto:claudette.guerrero@hcdd1.org>]

Sent: Wednesday, July 15, 2015 10:52 AM

To: lydia@texascordia.com

Cc: Raul Sesin; Jose Saldivar; Nora Cavazos; oscarcancino@doslogisticsinc.com; Yara M. Corbitt; Jaime Salazar; Lora Briones

Subject: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

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Respectfully,

nbsp; 2,030.15

TCC 1% Bonding Fee	\$ 406.03
Total	\$43,039.18

If you should need further information, please feel free to contact me.

Sincerely,

Lydia Rodriguez

From: Claudette Guerrero [<mailto:claudette.guerrero@hcdd1.org>]

Sent: Wednesday, July 15, 2015 10:52 AM

To: lydia@texascordia.com

Cc: Raul Sesin; Jose Saldivar; Nora Cavazos; oscarcancino@doslogisticsinc.com; Yara M. Corbitt; Jaime Salazar; Lora Briones

Subject: Change Order No. 1_HCDD1-14-008-07-08 Alamo Expressway Drain_Quote Request

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Your prompt attention is greatly appreciate.

Respectfully,



Claudette Guerrero
Accountant - Funds

Hidalgo County Drainage District No. 1

902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5804
Fax: (956)292-7089
claudette.guerrero@hcdd1.org



Claudette Guerrero
Accountant - Funds
Hidalgo County Drainage District No. 1
902 N. Drexel
Edinburg, TX 78542
Off: 361/292-7080 ext. 5804
Fax: 361/292-7089
claudette.guerrero@hdcdd.org

image001.png
136 KB



Sliuce Gates Quote (Waterman)-RVD.PDF
49 KB



QUOTATION NO: WQ15- D-25304B-RVD

DATE: July 16, 2015

25500 ROAD 204 - P.O. BOX 458 - EXETER, CA 93221-0458
PHONE: (559) 562-4000 - FAX (559) 562-2277

Buy & Resell

PAGE 1 OF 4

To: TEXAS CORDIA CONSTRUCTION, LLC

ATTN: ISABEL MARTINEZ

E-mail: isabel@texascordia.com

Subject to the terms and conditions attached, or as modified in writing, we are pleased to offer this quotation.

CAST IRON SLUICE GATE (S-4000)
ALAMO EXPRESSWAY DRAIN
ALAMO, TX

PLEASE REFER TO ABOVE QUOTATION NUMBER ON ALL CORRESPONDENCE.

Waterman Industries

Stephen Debner

Stephen Debner
Engineered Products Division
Phone: 210-709-1160
Quote Date: July 16, 2015



QUOTATION NO: WQ15- D-25304B-RVD

DATE: July 16, 2015

Page 2 of 4

Item	Description	Quantity	Price	Total
------	-------------	----------	-------	-------

1	60 x 60 Heavy Duty Sluice Gate Manganese Bronze Top & Side Wedges Flushbottom Naval Bronze Seats Top of Wall to Invert = 27.67 Ft Operating Seating/Unseating Head = 24.5Ft/18Ft Gate Mounted to Grout Pad (Grout By Others) Stem (Rising) Stainless Steel Type 304 Stem Guide Cast Iron / LZ Bronze Bushed Geared Lift Pedestal Mounted Anchoring Hardware Stainless Steel Type 304 Stem Cover Galvanized Steel Mylar Strip Indicator Paint: Polyamide Epoxy Submittal Drawings	2 @	\$19,590.00	\$39,180.00
---	--	-----	-------------	-------------

Sub Total \$39,180.00

Freight The estimated Shipping weight is approximately
13,000 lbs. Freight for an estimated (1) shipment.
Any partial shipments at buyers request will be pre
pay and add. Freight costs are valid for thirty days.
After thirty days freight costs are subject to change.

Freight \$2,423.00

Grand Total \$41,603.00

Notes:

- 1 Prices for furnishing only are offered f.o.b. Exeter, California.
- 2 Estimated best time for submittal drawings is 4 weeks after receipt of order.
- 3 Please verify all sizes, quantities, materials, and product application which are listed in this quotation. If the customer finds that Waterman Industries has not proposed the correct information, contact your Waterman representative for proposal review.



QUOTATION NO: WQ15- D-25304B-RVD

DATE: July 16, 2015

Page 3 of 4

Item	Description	Quantity	Price	Total
------	-------------	----------	-------	-------

This quotation is subject to the Conditions of Sale contained herein, and can be amended only in writing by an authorized agent of Waterman Industries.

Prices offered are f.o.b. Exeter, California quotation is firm till August 16, 2015. This quotation was prepared with current material prices. If material prices change substantially, at the time of purchase, Waterman Industries reserves the right to update this quote.

TAXES, if applicable, are NOT included in this quotation.

TERMS: Custom Order Goods may require a deposit on approved purchase order; net 30 days after delivery subject to credit approval, or cash in advance

SHIPMENTS can be made in an estimated 90 days after receipt of order and approval of any submittal drawings required, subject to unavoidable delays as noted on Conditions of Sale.

Drawings for submittal will be scheduled upon receipt of purchase order and based on engineering schedules at that time.

WATERMAN allows 45 days for return of submittal drawings. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owners agent or engineer may subject the order to an additional charge.



GENERAL NOTES:

1. Quotation reflects **no addenda**. Should additional addenda be issued, please check for possible variations.
2. Spare parts are not required.
3. A suitable alternate paint system will be used where Governmental restrictions prohibit application of specified system.
4. Cost of any inspection or material certifications performed by non-Waterman personnel, if required are not included and are to be paid by purchaser or by issuance of a separate purchase order.
5. Waterman will provide its STANDARD FORMAT operation and maintenance manual if required by the specification in quantities of up to four units at no additional charge. Additional Standard O & M's can be furnished at a unit cost of \$75.00 each. Custom manuals can be furnished on a time and materials cost basis with a minimum \$150.00 each unit charge being made
6. This is not a guaranteed bill of materials but is our best estimate of engineering requirements from **partial** information only, as plans and specifications are not available. Please verify quantities and materials prior to contract letting.

FIELD SERVICE RATES

Title	Per Hour/Per Person (Normal Work Day)	Weekend /Holiday
Engineer	\$200.00	\$300.00
Factory Specialist	\$150.00	\$225.00
Service Technician 2	\$110.00	\$165.00
Service Technician 1	\$85.00	\$130.00
*Note: Minimum charge of 4 hours @ 100 mile radius, 8 hour minimum charge over 100 mile radius from Exeter California.		

1. Hours are "portal to portal" thus include travel time. (Excludes off job site meal and rest periods.)
2. Expenses are billable at cost.
3. Travel expenses include: transportation, communications, food, lodging, and reasonable incident expenses.
4. Parts are billable at prevailing list price, except warranty items.
5. Equipment rentals and other locally procured goods and services are billed at cost.

WATERMAN INDUSTRIES **TERMS AND CONDITIONS OF SALE**

As listed on Waterman website at <http://watermanusa.com/watermanterms.pdf>

Terms of Sale reviewed and accepted by: _____ Date: _____
(Signature of Buyer's Representative)

Name: (please type or print) _____ Title: _____

Quote Number: WQ15- D-25304B-RVD
Quoted: July 16, 2015

Hector Cantu

From: Lydia Rodriguez <lydia@texascordia.com>
Sent: Friday, May 08, 2015 8:56 AM
To: 'Raul Sesin'
Cc: 'Jaime Salazar'; 'Jose Saldivar'; nora.cavazos@hcdd1.org; P. E. Oscar Cancino; 'Eduardo Mendez'; 'Hector Cantu'; 'Isaac Heredia'; 'Yara M. Corbitt'; 'Isabel Martinez'
Subject: RE: ALAMO EXPRESSWAY DRAIN (Clarification)

Clarification: Total for both sluice gates is \$43,039.18.

If you should have any questions please contact our office at 956.627.6181.

Sincerely,
Lydia

From: Lydia Rodriguez [mailto:lydia@texascordia.com]
Sent: Friday, May 8, 2015 8:53 AM
To: 'Raul Sesin'
Cc: 'Jaime Salazar'; 'Jose Saldivar'; 'nora.cavazos@hcdd1.org'; P. E. Oscar Cancino (oscarcancino@doslogisticsinc.com); 'Eduardo Mendez'; 'Hector Cantu'; 'Isaac Heredia'; 'Yara M. Corbitt'; 'Isabel Martinez'
Subject: ALAMO EXPRESSWAY DRAIN

Good Morning Mr. Sesin:

As per specifications received from the Project Engineer for the Sluice Gates, the following is our quote:

1. 2 Each - 60 x 60 Heavy Duty Sluice Gates \$43,039.18

Sincerely,
Lydia Rodriguez
Project Controls



3149-A Center Pointe Dr., Edinburg, TX 78539
956.627.6181 Office
956.445.7651 Cell
956.386.0289 Fax

*Trust in the LORD with all your heart
and lean not on your own understanding;*



QUOTATION NO. WQ15- D-25304B

DATE. April 28, 2015

25500 ROAD 204 - P.O. BOX 458 - EXETER, CA 93221-0458
PHONE: (559) 562-4000 - FAX (559) 562-2277

Buy & Resell

PAGE 1 OF 4

To: TEXAS CORDIA CONSTRUCTION, LLC

ATTN: ISABEL MARTINEZ

E-mail: isabel@texascordia.com

Subject to the terms and conditions attached, or as modified in writing, we are pleased to offer this quotation

CAST IRON SLUICE GATE (S-4000)
ALAMO EXPRESSWAY DRAIN
ALAMO, TX

PLEASE REFER TO ABOVE QUOTATION NUMBER ON ALL CORRESPONDENCE.

Waterman Industries

Stephen Debner

Stephen Debner
Engineered Products Division
Phone: 210-709-1160
Quote Date: April 28, 2015 (ZG)



QUOTATION NO WQ15- D-25304B

DATE: April 28, 2015

Page 2 of 4

Item	Description	Quantity	Price	Total
1	60 x 60 Heavy Duty Sluice Gate Manganese Bronze Top & Side Wedges Flushbottom Naval Bronze Seats Top of Wall to Invert = 27.67 Ft Operating Seating/Unseating Head = 24.5Ft/18Ft Gate Mounted to Grout Pad (Grout By Others) Stem (Rising) Stainless Steel Type 304 Stem Guide Cast Iron / LZ Bronze Bushed Geared Lift Pedestal Mounted Anchoring Hardware Stainless Steel Type 304 Stem Cover Galvanized Steel Mylar Strip Indicator Paint: Polyamide Epoxy Submittal Drawings	2 @	\$19,090.00	\$38,180.00
			Sub Total	\$38,180.00
Freight	The estimated Shipping weight is approximately 13,000 lbs. Freight for an estimated (1) shipment Any partial shipments at buyers request will be pre pay and add. Freight costs are valid for thirty days. After thirty days freight costs are subject to change.			Freight \$2,423.00
			Grand Total	\$40,603.00

Notes:

- 1 Prices for furnishing only are offered f.o b. Exeter, California.
- 2 Estimated best time for submittal drawings is 4 weeks after receipt of order.
- 3 Please verify all sizes, quantities, materials, and product application which are listed in this quotation. If the customer finds that Waterman Industries has not proposed the correct information, contact your Waterman representative for proposal review.



QUOTATION NO WQ15- D-25304B

DATE: April 28, 2015

Page 3 of 4

Item	Description	Quantity	Price	Total
------	-------------	----------	-------	-------

This quotation is subject to the Conditions of Sale contained herein, and can be amended only in writing by an authorized agent of Waterman Industries.

Prices offered are f.o.b. Exeter, California quotation is firm till May 28, 2015. This quotation was prepared with current material prices. If material prices change substantially, at the time of purchase, Waterman Industries reserves the right to update this quote.

TAXES, if applicable, are NOT included in this quotation.

TERMS Custom Order Goods may require a deposit on approved purchase order; net 30 days after delivery subject to credit approval, or cash in advance

SHIPMENTS can be made in an estimated 90 days after receipt of order and approval of any submittal drawings required, subject to unavoidable delays as noted on Conditions of Sale.

Drawings for submittal will be scheduled upon receipt of purchase order and based on engineering schedules at that time.

WATERMAN allows 45 days for return of submittal drawings. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owners agent or engineer may subject the order to an additional charge.



GENERAL NOTES:

1. Quotation reflects **no addenda**. Should additional addenda be issued, please check for possible variations.
2. Spare parts are not required.
3. A suitable alternate paint system will be used where Governmental restrictions prohibit application of specified system.
4. Cost of any inspection or material certifications performed by non-Waterman personnel, if required are not included and are to be paid by purchaser or by issuance of a separate purchase order.
5. Waterman will provide its STANDARD FORMAT operation and maintenance manual if required by the specification in quantities of up to four units at no additional charge. Additional Standard O & M's can be furnished at a unit cost of \$75.00 each. Custom manuals can be furnished on a time and materials cost basis with a minimum \$150.00 each unit charge being made.
6. This is not a guaranteed bill of materials but is our best estimate of engineering requirements from partial information only, as plans and specifications are not available. Please verify quantities and materials prior to contract letting.

FIELD SERVICE RATES

Title	Per Hour/Per Person (Normal Work Day)	Weekend /Holiday
Engineer	\$200.00	\$300.00
Factory Specialist	\$150.00	\$225.00
Service Technician 2	\$110.00	\$165.00
Service Technician 1	\$85.00	\$130.00
*Note: Minimum charge of 4 hours @ 100 mile radius, 8 hour minimum charge over 100 mile radius from Exeter California.		

1. Hours are "portal to portal" thus include travel time. (Excludes off job site meal and rest periods.)
2. Expenses are billable at cost.
3. Travel expenses include: transportation, communications, food, lodging, and reasonable incident expenses.
4. Parts are billable at prevailing list price, except warranty items.
5. Equipment rentals and other locally procured goods and services are billed at cost.

WATERMAN INDUSTRIES TERMS AND CONDITIONS OF SALE

As listed on Waterman website at <http://watermanusa.com/watermanterms.pdf>

Terms of Sale reviewed and accepted by _____ Date: _____
(Signature of Buyer's Representative)

Name: (please type or print) _____ Title: _____

Quote Number: WQ15- D-25304B
Quoted: April 28, 2015



SECTION 4000

TYPICAL SPECIFICATIONS

SERIES 4000 HEAVY DUTY CAST SLUICE GATES

PART 1: GENERAL

The following specifications are for Heavy Duty Sluice Gates are presented as an aid to the engineer and can be augmented with additional information to meet specific needs.

1.01 SCOPE

This section covers all heavy duty sluice gates required on the project. Each gate shall be furnished and installed complete with wall thimble or anchor bolts, operating stem, gate lift operator and other appurtenances as specified or needed to make a complete and operable installation.

Gates, stems, lifts and other appurtenances shall be the size, type, material and construction as shown on the drawings and specified herein. Gates shall meet the requirements of AWWA Specifications C560 (latest revision) or as modified per these specifications. (They shall be Waterman Heavy Duty Sluice Gates or approved equal.) All component parts shall be of the type of material shown and interchangeable where size and material are the same without grinding, chipping or special fitting in the field. The gates shall be the product of one manufacturer having five or more years of experience in the manufacture of similar gates for similar use. All mating and sliding parts shall be fully machined. All sluice gate parts, including lift, shall be designed for the heads shown with a minimum safety factor of five.

All materials used in the construction of the gates and appurtenances shall be the best suited for the application and shall be as specified herein:

1.02 SUBMITTALS

- A. Submittals shall be in accordance with Sections _____ and as specified herein.

Submittals shall include as a minimum:

1. Shop Drawings



2. Manufacturer's operation and maintenance manuals and information.
3. Manufacturer's installation certificate.
4. Manufacturer's equipment warranty.
5. Manufacturer's performance affidavit in accordance with Section _____.

1.03 QUALITY ASSURANCE

A. Qualifications

1. All of the equipment specified under this Section shall be furnished by a single manufacturer with a minimum of 20-years of experience designing and manufacturing cast iron sluice gates. The manufacturer shall have manufactured stainless steel sluice gates for the type described herein for a minimum of 100 projects.
2. The project design is based on Heavy Duty Cast Sluice Gates. Proposed alternates must be pre-approved, per addendum, at least 14-days prior to close of bid. Requests for alternates must be supplemented with detailed drawings, specifications and references. Any/all additional costs for structure modifications or other changes associated with utilizing a brand other than Waterman are to be borne by the contractor.

PART 2 EQUIPMENT

2.01

- A. The gates shall be either self-contained with yoke and bench stand operators, or non-self-contained with separate stem guides and operator, in accordance with the requirements of these specifications.
- B. The gate is in compliance with the latest version of AWWA C 560.
- C. Specific configurations shall be as noted on the gate schedule or as shown on the plans.
- D. Materials:

COMPONENTS	MATERIALS
Cast Iron – Frame, Cover Sluice Wall Thimbles	Cast Iron (ASTM 126 Class B), Cast Iron with 2% Nickel), Ductile Cast Iron (ASTM A536), or Ni-Resist Cast Iron (ASTM A-436, Type 2 or 2B)



Yokes	Cast Iron (ASTM 126 Class B), Cast Iron with 2% Nickel), Ductile Cast Iron (ASTM A536), Ni-Resist Cast Iron (ASTM A-436, Type 2 or 2B), or Steel (ASTM A-36)
Seats	Naval Bronze (ASTM B-21 – Alloy 482), Low-Zinc Bronze (ASTM B-98), Stainless Steel (ASTM A-276 – Type 304), Monel (ASTM B-164, Class A or B), Rubber (Neoprene 2000, Grade R-62 – Resilient-Seated Model Only)
Wedges and Stem Blocks	Low-Zinc Bronze (ASTM B-98), Manganese Bronze (ASTM B-584 – Alloy 865), Stainless Steel (ASTM 304 A-743 or 316 A-296-CF-8M)
Stems	Stainless Steel: ASTM A-276, AISI Type 304, 316, or 2205 Duplex, as specified
Fasteners and Anchor Bolts	Stainless Steel: ASTM A-593 and 594, Type 304 CW, 316 CW, or UNS-S32205 Duplex 2205, as specified
Flush Bottom Seals	Neoprene: ASTM D 2000 BC 615/625 Grade BE 625
Finish	Polyamide Epoxy, or as specified

2.02 Frame and Guide Rails

The frame and guide rails shall be cast one-piece construction or may have guides dowelled and bolted to the frame. Frames shall be of the standard flangeback or extended flange type with round or rectangular opening as indicated on the plans and in the sluice gate schedule. A machined dovetail groove for the mounting of the bronze seat facings shall be provided on the front face of the frame around the full periphery of the opening. The frame shall be provided with cast-on pads which shall be machined, drilled, and tapped for the mounting of the wedge device. The back of the frame flange shall be machined to a plane and drilled to match the wall thimble, pipe flange, or anchor bolt pattern. Guide rails shall be of such length as to retain at least one-half of the vertical height of the Sluice when it is in the fully opened position. A groove running the full length of the guide rail shall be accurately machined to receive the Sluice tongue, with a nominal clearance of 1/16-inch.



2.03 Cover or Sluice

The cover shall be of one piece cast construction with vertical and horizontal ribs, a reinforced pocket to receive the thrust nut, pads to receive the wedges, and a reinforced periphery around the back side of the cover for machining of the dovetail grooves in which the seating faces shall be mounted. All wedge pads shall be machined, drilled and tapped to receive the wedge devices. The cover shall have fully machined tongues running the full length of each side to properly engage the guide rail grooves. A thrust nut shall be provided to attach the Sluice to the stem. The nut shall be threaded and, in the case of rising stems, provided with keys or two set screws locked into indents in the stem to prevent rotation of the stem. For non-rising stems, the stem shall turn freely in the thrust nut, to open and close the Sluice as the stem is rotated.

2.04 Seating Faces

All seating faces for both covers and frames shall be malleable extruded corrosion resistant material (see materials section) of a shape that will fill and permanently lock in the full width dovetail grooves of the Sluice and the frame. No other means of attachment will be allowed. They shall be machined to a 63 micro-inch finish, or better.

2.05 Wedges

All wedges and wedge blocks shall be solid corrosion resistant material and shall be of sufficient number to provide a practical degree of water tightness. All wedge bearing surfaces and contact faces shall be machined to give maximum contact and wedging action. Wedges shall be fully adjustable, but once set shall not rotate or move from the desired position. All fasteners and adjustment screws shall be corrosion resistant.

2.06 Self-Contained Gates with Rising & Non-Rising Stems

When a self-contained gate is specified, a heavy yoke shall be mounted on the machined pads provided on the upper ends of the guide rails. The yoke shall have a machined bearing surface for the lift nut or pedestal mounting plate. On non-rising stems gates the nut pocket shall be cast on top of the Sluice so that the stem does not project into the waterway when the gate is fully opened. The thrust generated by gate operation shall be transferred to the yoke by the stem thrust collar or lift. When the operating floor is above the self-contained gate, a stem extension of cold-rolled or stainless steel shall be coupled to the operating stem with a bronze coupling or cast iron stem extension bracket. Operation shall be by a T-handle wrench or floor stand, shown on the plans and gate schedule. In a T-handle arrangement



the stem extension shall be supported by at least one stem guide or a floor box with integral guide embedded in the operating floor.

2.07 Flushbottom Sluice Gates

When a flushbottom closure is specified, a resilient seal shall be attached to the frame so that it is flush with the invert. It shall be supported by a cast iron bracket which shall be bolted to machined pads provided on the frame. The seal shall be held in place by a bronze or stainless steel bar which shall be bolted through the seal to the bracket with stainless steel fasteners. The cover (Sluice) shall be shortened and provided with a smooth rounded surface along the bottom to depress the seal. When unseating heads are to be acting on a flushbottom gate, top wedges shall be added, but bottom wedges will not be required. Sealing pressure shall be varied by adjusting side and top wedges.

2.09 Stems and Stem Couplings

Operating stems shall be of a size to safely withstand, without buckling or permanent distortion, stresses induced by normal operating forces. Stems shall be fabricated from round bar stock of cold-finished steel, stainless steel or bronze, as shown on the plans or gate schedule and shall be provided with 29° modified or full acme threads. Stems composed of two or more sections shall be joined by bronze couplings threaded and keyed to stems, or couplings of the same material as the stems, pinned, bolted or welded and pinned to the stems. In section, couplings shall be stronger than the stems. Rising stems with manual lifts shall be provided with adjustable limit nuts or stop collars above and below the floor stand lift nut to prevent over travel of the gate in either direction.

2.10 Stem Guides

Stem guides shall be cast, with bronze bushings, and mounted on cast brackets. Guides shall be adjustable in two directions and shall be so constructed that when properly spaced they will hold the stem in alignment and still allow enough play to permit easy operation. Stem guide spacing shall be as recommended by the manufacturer, but in no case shall it exceed an l/r ratio of 200. Brackets shall be attached to the wall by anchor bolts and sufficient strength to prevent twisting or sagging under load.

2.11 Manually Operated Lifts

Sluice gates shall be operated manually by handwheel or crank operated pedestal floor stands or bench stands as required. Each lift shall be provided with a threaded cast bronze lift nut to engage the



threaded portion of the stem. The lift nut shall have a machined flange, fitted above and below with thrust ball or roller bearings. Handwheel lifts shall be without gear reduction while crank operated lifts shall have either a single or double reduction. Lifts having a reduction greater than 4:1 shall be two-speed. A maximum effort of 40 lbs. pull (25 lb. pull) on handwheel or crank shall operate the gates under the specified operating head. The gears, when required, shall be steel with machine-cut teeth. Pinion gears shall be supported by bronze bushings or roller bearings. The lift mechanism shall be totally enclosed within a cast iron housing adequately provided with lubrication fittings. The pedestal shall be structural steel or cast iron. The crank shall be of cast iron with a revolving brass handle and shall be removable. The crank shall be a maximum of 15" long. All lifts for rising stems shall be provided with a counter type position indicator and a galvanized steel stem cover or a transparent plastic stem cover with mylar strip position indicator. Non-rising stem gates

2.08 Wall Thimbles and Anchor Bolts

Wall thimbles shall be provided with all gates except those to be mounted on pipe flanges or those gates to be attached to concrete headwalls with anchor bolts, as shown on the plans. Each thimble shall be of one-piece cast iron construction and of the section and depth as specified in the plans and gate schedule. There shall be integrally cast water stop around the periphery of the thimble. The front flange of the thimble shall be machined, drilled and tapped to receive the sluice gate attaching studs. Bolt pattern shall match gate bolt pattern. After machining, the front flange shall be marked with vertical centerline and the word "top" for correct alignment. Large square and rectangular opening thimbles shall be provided with grout holes in the invert to permit entrapped air to escape. The holes shall be 1 1/2" in diameter, no more than two feet apart and shall be upstream and downstream of the water stop. A mastic type gasket shall be provided between the sluice gate and the wall thimble. Anchor bolts shall be corrosion resistant.

Gates mounted directly upon the headwall shall be sealed between the gate back and wall with a non-shrink grout and shall be provided with a counter type position indicator unless extension stems, valve boxes, or T-handle wrenches make an indicator impractical. Handwheels and crank input shafts shall be approximately 36" from the operating floor unless otherwise shown. The word "open" shall be cast onto the housing or handwheel indicating direction of rotation to open the gate.

2.12 Painting

All cast iron parts of the sluice gate (not bearing or sliding contact) and stem guides shall be painted in accordance with the section on painting found elsewhere in these specifications. That portion of the wall thimbles which will be in contact with concrete shall not be painted.



2.13 Shop Testing

The completely assembled gate and hoist shall be separately shop-operated to insure proper assembly and operation. The gate shall be adjusted so that a .004" thick gauge will not be admitted at any point between frame and cover seating surfaces. All gates and equipment shall be inspected and approved by a qualified shop inspector prior to shipment.

PART 3

Storage and Installation

- A. Installation of the Sluice gates shall be done in a workmanlike manner. It shall be the responsibility of the CONTRACTOR to handle, store, and install the equipment specified in this Section in strict accordance with the Manufacturer's recommendations.
- B. The CONTRACTOR shall review the installation drawings and installation instructions prior to installing the sluice gates.
- C. The sluice gate frames shall be installed in a true vertical plane, square and plumb, with no twist, convergence or divergence between the vertical legs of the guide frame.
- D. The CONTRACTOR shall fill any void between the guide frames and the structure with non-shrink grout as shown on the installation drawing and in accordance with the grout manufacturer's recommendations.
- E. Sluice gates and equipment shall be stored and installed in accordance with the installation manual furnished by the gate manufacturer. After installation the completely assembled gate, stem, guides and lift shall be operated through one full cycle to demonstrate satisfactory operation. Such adjustments as necessary will be made until operation is approved by the engineer. When required by the engineer, the gate shall be subjected to leakage tests and pass the standard requirements for maximum leakage as specified in AWWA standards AWWA-C560.



International Boundary & Water Commission
United States and Mexico
United States Section

MEMORANDUM

FOR INFORMATION

March 26, 2012

0/12-028

TO : Steve Lyell, Civil Engineer, Engineering Services Division

THRU : Sheryl Franklin, Chief, Operations and Maintenance Division

FROM : Rodolfo A. Montero, Area Operations Manager, LRGFCP

SUBJECT : Lower Brownsville Levee, Rehabilitation Improvements for the Lower Rio Grande Control Levee System, Brownsville, Cameron County, Texas; Construction Management Services Contract No. IBM11T0019; Construction Contract No. IBM11C006

Nomlaki Technologies, LLC has requested the use of fabricated stainless steel gates in place of the specified gates due to manufacturer lead time. However, the fabricated stainless steel gates will most likely not comply with the AWWA C-560-7 standard which covers the production and milling standards for cast iron gates.

It is our opinion that the current Waterman C-20 gate for the small round applications up to 10 ft unseating head; and the Waterman S-4000 for the larger and square gates should suffice. Even though the C-20 lacks the bronze insert for the sealing surface and machined wedge blocks specified under C-560-07, it has worked extremely well in our application.

The S-4000 lead time can be as long as 4 months depending on order timing and gate size whereas the C-20 are usually stocked. If Nomlaki Technologies, LLC were to provide these gates, the IBWC Mercedes Field Office would be able to install them after Nomlaki Technologies, LLC is finished with the other structure modifications if necessary.

It is our recommendation that the requested fabricated stainless steel gates not be used. We know by experience that cast iron gates last decades and current casting are ASTM 126 Class B as in the past. The life expectancy of the seals, the durability of the stainless steel, and the damage potential when closed on debris all bring serious safety concerns to mind.

cc:

Isela Canava, ESD

Francisco Martínez, LRGFCP

Rosalba Montes, O&M Division

Jose Nunez, ESD

Project Engineer: DOS Logistics

[illegible]

AI -50499

12.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds:

Request approval to issue payment on the following items after review and audit procedures have been completed:

A. Retainage Release in the amount of \$14,610.00 to Foremost Paving, Inc. related to Construction Contract No. HCDD1-14-003-02-05 Pct.4 Area West Main Drain. Project Engineer: Guzman & Muñoz Engineering.

B. Request approval to accept Certificate of Construction Completion from Foremost Paving, Inc. related to Construction Contract No. HCDD1-14-003-02-05 Pct.4 Area West Main Drain. Project Engineer: Guzman & Muñoz.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/17/2015 01:09 PM
Final Approval	Monica Badillo	07/17/2015 05:41 PM
Form Started By: Claudette Guerrero		Started On: 07/16/2015 10:56 AM
Final Approval Date: 07/17/2015		

AI -50545

13.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue payment as a claim on the following items related to Incident Report dated 06-05-15 Mercedes PD Case No. 1509537-Damages to Telephone Lines & Electric Lines at West Liberty St. & Patricia St.-Mercedes, TX.

A. AEP Claim No. C201567776SA American Electric Power Company \$11,864.00

B. Phoenix Claim No. 159015786 Phoenix Loss Control \$ 4,759.49

BACKGROUND

Fiscal Impact

Attachments

AEP Claim No. C201567776SA

Phonex Claim No. 159015786

DD1 Incident Report 06-05-15

Form Review

Inbox

Reviewed By

Date

Budget & Management

Veronica Ortiz

07/17/2015 02:22 PM

Final Approval

Monica Badillo

07/17/2015 05:41 PM

Form Started By: Claudette Guerrero

Started On: 07/17/2015 01:21 PM

Final Approval Date: 07/17/2015



RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JUL 09 2015

4:30 AM/PM

BY: *Rosa One*

APPALACHIAN POWER
INDIANA MICHIGAN POWER
KENTUCKY POWER
AEP OHIO
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
AEP TEXAS

Fax Confidential

To: Roy Q.
Fax No.: 956-318-2658
Pages: 4
Date: July 7, 2015

Date of Accident: 06/05/15
Location: West Liberty St. & Patricia St.- Mercedes Texas
AEP Claim No.: C201567776SA
Amount of Claim: \$11,864.00

AEP Adjuster: Shelia Austin
AEP Phone Number: 318-673-3533
AEP Fax Number: 866-230-7886
AEP E-mail: sdaustin1@aep.com

Our investigation indicates Hidalgo County Drainage is responsible for the captioned accident, which caused damage to property belonging to American Electric Power Co.

Attached is documentation showing that the total cost to American Electric Power Co. to repair these damages.

Any amount sent to the above address that is less than the full amount of this invoice is disputed by AEP and is not accepted as payment in full or as full satisfaction of this debt.

Payment should be mailed to:

**AMERICAN ELECTRIC POWER COMPANY
PO Box 24404
Canton, Ohio 44701-4404**

Please reference this invoice number C201567776 on your check or it may not be credited properly.

Thank you,

Shelia Austin

AMERICAN ELECTRIC POWER COMPANY

Insurance Company: Accident Date: 06/05/15
Insurance Claim #: AEP Claim #: C201567776SA
Responsible Party: HIDALGO COUNTY DRAINAGE
Damage Location: WEST LIBERTY ST. & PATRICIA ST. - MERCEDES TEXAS
Cause of Damage: EXCAVATOR STRIKING ELECTRICAL POWER LINES

<u>Material Description</u>	<u>Quantity</u>	<u>Amount</u>
<u>Material Damaged and Replaced</u>		
8FT DOUBLE WOOD CROSSARM	3	601
CROSSARM BRACKET	1	4
CROSSARM PIN	8	131
40FT POLE	1	285
45FT POLE	1	444
3 INCH CLEVIS	2	10
OVERHEAD CONDUCTOR AND DEVICES	24	511
TRANSFORMER DEVICE	1	58
10KVA TRANSFORMER	1	485

Material Salvaged
N/A

Total Material \$ 2,529

<u>Labor</u>	<u>Regular Rate</u>		<u>Rate and a Half</u>		<u>Double Rate</u>	
	<u>Hours</u>	<u>Amount</u>	<u>Hours</u>	<u>Amount</u>	<u>Hours</u>	<u>Amount</u>
LC Supv NE	1.0	53	15.0	1,198		
AS						
LM - A	7.8	365	15.0	1,053		
LM - B	7.8	309	15.0	889		
LM - C	15.6	531	30.0	1,532		
LM - D						
SC Supv NE						
SM - A						
SM - B						
SM - C						
Total	32.2	1,257	75.0	4,672	0.0	0

Total Reg Labor + OT Labor \$ 5,929

Supervision and Engineering 771

Employee Expense 0

Total Labor Costs 6,700

Contract Labor and Expense 0

Equipment/Transportation 2,635

TOTAL AMOUNT DUE \$ 11,864

Zimbra

claudette.guerrero@hcdd1.org

Fwd:

From : Lora Briones <lora.briones@hcdd1.org>
Subject : Fwd:
To : Claudette Guerrero <claudette.guerrero@hcdd1.org>

Fri, Jul 17, 2015 01:07 PM

5 attachments



Lora Briones
Financial Officer

Hidalgo County Drainage District No. 1

902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5803
Fax: (956)292-7089
lora.briones@hcdd1.org

From: "Rosa Arce" <rosa.arce@hcdd1.org>
To: "Lora Briones" <lora.briones@hcdd1.org>
Sent: Friday, July 17, 2015 1:05:27 PM



Rosa Arce
Clerk

Hidalgo County Drainage District No. 1

902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5818
Fax: (956)292-7089
rosa.arce@hcdd1.org



Rosa Arce
Clerk
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5818
Fax: (956)292-7089
rosa.arce@hcdd1.org

Rosa Signature.fw.png
135 KB



Lora Briones
Financial Officer
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5803
Fax: (956)292-7089
lora.briones@hcdd1.org

Lora Signature.fw.png
135 KB

7-10-2015 AEP Claim No. C201567776SA Incident Damage Mercedes.pdf

451 KB



6-22-2015 Phoenix Damage Done to TWC lines Invoice.pdf

3 MB



7-10-2015 Phoenix Loss Control Claim No. 159015786 Damage Mercedes.pdf

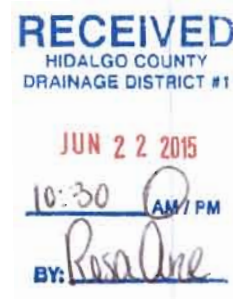
1 MB



Phoenix Loss Control
P.O. Box 271504
Littleton, CO 80127

June 15, 2015

Hidalgo County Drainage District 1.
Lora Priones
902 N. Doolittle
Edinburg, TX 78502



ATTN: Claims Department

RE: Your file number:

Policy Number:

Claim Number: 159015786

Date of Damage: 6/5/2015 5:00:00 PM

Location of Damage: 234 W. Liberty Dr. Mercedes, TX 78570

Amount Owed: \$4,759.49

Our company is handling the recovery interests of TIME WARNER CABLE. Your company (or your sub-contractor) damaged Time Warner Cable facilities while at the above location, discovered on 6/5/2015 .

Cables taken down by a trackhoe clearing brush. Please email Shirley Kermes at shirley_kermes@phoenixlosscontrol.com for additional documentation.

Based on the information provided by the client, we have found you to be liable for this damage to Time Warner Cable facilities. Please forward any information that may dispute our findings, or payment in full, within 21 days of receipt of this correspondence.

If you are insured, you may consider turning this matter over to your insurance carrier, otherwise payment is due within 21 days of this letter and invoice. Visa/MasterCard/Discover credit cards are accepted with a 2% processing fee. Checks, Certified Money Orders, or Cashier's checks should be made payable to Phoenix Loss Control, Inc. and sent to:

**Phoenix Loss Control, Inc.
P.O. Box 271504
Littleton, CO 80127**

Please reference our claim number at the top of your check. If you have questions or require additional information, please contact me at the number listed below during normal business hours.

Sincerely,

Shirley Kermes
Claims Manager, Phoenix Loss Control, Inc.
Phone: 507-377-6160
Email: shirley_kermes@phoenixlosscontrol.com



Phone: 507-377-6160
Email: shirley_kermes@phoenixlosscontrol.com

Phoenix Loss Control
P.O. Box 271504
Littleton, CO 80127

Hidalgo County Drainage District 1. First Notice
Lora Priones
902 N. Doolittle
Edinburg, TX 78502
Phone: 956- 292-7080

Date
6/15/2015
Claim #
159015786
Client
Time Warner Cable

QTY	Description	Unit Price	Total
1.00	Loss of Use	\$435.00	\$435.00
1.00	Investigator Fee	\$71.87	\$71.87
500.00	CABLE - .875	\$0.70	\$350.00
2.00	.625 pin connector	\$4.50	\$9.00
2.00	Pin connector .875	\$15.88	\$31.76
500.00	Cable - .625 OH	\$0.39	\$195.00
500.00	STRAND 1/4"	\$0.28	\$140.00
2.00	Strand splice - 1/4"	\$1.65	\$3.30
550.00	LASHING WIRE	\$0.07	\$38.50
11.00	Lashing wire clamp	\$0.54	\$5.94
500.00	Rehang cable - under 500' (Time Warner)	\$0.84	\$420.00
500.00	Rehang strand - under 500' (Time Warner)	\$0.70	\$350.00
500.00	Delash/relash/disposal - 2 cable (Time Warner)	\$0.26	\$130.00
1:0	Bucket Truck - Regular Time	\$48.13	\$48.13
8:0	Bucket Truck - Regular Time	\$48.13	\$385.04
8:0	Bucket Truck - Regular Time	\$48.13	\$385.04
8:0	Bucket Truck - Regular Time	\$48.13	\$385.04
1:0	Maintenance Tech III - Regular Time	\$115.87	\$115.87
8:0	Maintenance Tech - Regular Time	\$31.50	\$252.00
8:0	Maintenance Tech - Regular Time	\$31.50	\$252.00
8:0	Maintenance Tech - Regular Time	\$31.50	\$252.00
8:0	Maintenance Tech - Regular Time	\$31.50	\$252.00
8:0	Maintenance Tech - Regular Time	\$31.50	\$252.00
	Sub-Total		\$4,759.49
	Payments		\$0.00
	Balance		\$4,759.49
Please remit payment of balance within 21 days of this notice. Thank You!			

Damage Address: 234 W. Liberty Dr. Mercedes, TX 78570



**Phoenix Loss Control
P.O. Box 271504
Littleton, CO 80127**



Please reference your claim number: 159015786 on checks or correspondence.

Please visit <http://cts.phxloss.com/pay> to pay with a credit card. You will be asked to provide your claim number.

Please Send Payment To:
Phoenix Loss Control, Inc.
P.O. Box 271504
Littleton, CO 80127



Damage Claim Report

Claim Number:
159015786
Initial Damage Call

Client: Time Warner
Cable

Date of Report: 6/5/2015 **Market:** Rio Grande Valley
Damage Date/Time: 6/5/2015 5:00:00 PM **Office:** Rio Grande Valley

Damage Location

Address 1: 234 W. Liberty Dr.
Cross Streets:
City: Mercedes **State:** TX **Zip:** 78570
County: Hidalgo

Damage Information

Detail of Loss/Damage:

Car hit pole tearing down all lines plus a second pole.

Comments Made at Scene:

[EDIT]

Location Type	Activity Type	Damage By	Facility Type
Other	Aerial Tear Down	Backhoe	Aerial Cable

Damager

Contact: Lora Priones **Bill This Address?** Yes

Company: Hidalgo County Drainage District 1.

Address 1: 902 N. Doolittle

Address 2:

City: Edinburg **State:** TX **Zip:** 78502

Phone: 956- 292-7080

Statement of Damager:

Spoke with Lora Priones with the Hidalgo County Drainage District 1. They are aware of the damage created by one of their Backhoe's and requested we send the invoice directly to them for handling.

**Locate**

Comany: Bill This Address? No
Address 1:
Address 2:
City: State: Zip:
Phone:
Locate Ticket #: Dig Start Date/Time:
Locates Accuracy:

Materials

Materials Form Attached? No
Subscribers Affected: Duration of Outage: 0:0

Labor Costs

Date	Name	Position/Title	Hours
6/5/2015	Armando Mendoza	Maintenance Tech III	1:0
6/5/2015	unk	Maintenance Tech	8:0
6/5/2015	unk	Maintenance Tech	8:0
6/5/2015	unk	Maintenance Tech	8:0
6/5/2015	unk	Maintenance Tech	8:0
6/5/2015	unk	Maintenance Tech	8:0

Work Vehicles Dispatched

Date	Vehicle Type	Hours
6/5/2015	Bucket Truck	1:0
6/5/2015	Bucket Truck	8:0
6/5/2015	Bucket Truck	8:0
6/5/2015	Bucket Truck	8:0

Zimbra

claudette.guerrero@hcdd1.org

Fwd:

From : Lora Briones <lora.briones@hcdd1.org>
Subject : Fwd:
To : Claudette Guerrero <claudette.guerrero@hcdd1.org>

Fri, Jul 17, 2015 01:07 PM

 5 attachments

Lora Briones
Financial Officer

Hidalgo County Drainage District No. 1

902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5803
Fax:(956)292-7089
lora.briones@hcdd1.org

From: "Rosa Arce" <rosa.arce@hcdd1.org>
To: "Lora Briones" <lora.briones@hcdd1.org>
Sent: Friday, July 17, 2015 1:05:27 PM



Rosa Arce
Clerk

Hidalgo County Drainage District No. 1

902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5818
Fax:(956)292-7089
rosa.arce@hcdd1.org



Rosa Arce
Clerk
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5818
Fax:(956)292-7089
rosa.arce@hcdd1.org

Rosa Signature.fw.png
135 KB



Lora Briones
Financial Officer
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5803
Fax:(956)292-7089
lora.briones@hcdd1.org

Lora Signature.fw.png
135 KB

7-10-2015 AEP Claim No. C201567776SA Incident Damage Mercedes.pdf

451 KB



6-22-2015 Phoenix Damage Done to TWC lines Invoice.pdf

3 MB



7-10-2015 Phoenix Loss Control Claim No. 159015786 Damage Mercedes.pdf

1 MB

HIDALGO COUNTY DRAINAGE DISTRICT

INCIDENT REPORT

X Property Damage

Worker's Comp.

Safety Concern

Other

DATE: 6/5/15

UNIT NO. _____

NAME: Parkinson Alan 2

TIME 2:33 A.M./P.M.

DAMAGE TO VEHICLE/MACHINE: NONE

INJURY TO OPERATOR/INDIVIDUAL(S): NONE

LOCATION OF INCIDENT: SAN PATRICK Street (near 11th) Merced, CA

DESCRIBE HOW INCIDENT OCCURRED: Excavator damaged telephone lines and electrical lines when passing under the lines.

Person notified: Roberto De Leon *Witness if worker's comp related: Dr. [illegible]

ACTION TAKEN (IF ANY)? Used personal phone to call 911, Merced, police and Fire Department to close street and get down [illegible]

INCIDENT INVESTIGATION REPORT: machine due to lines (11th) in [illegible] of excavator. Asked operator to stop [illegible] of machine until fire department get here at [illegible]

RECOMMENDATION BY SAFETY COORDINATOR: NONE ON BOARD

(Note: if additional comments or information are required, place on second page in narrative format)

SAFETY COORDINATOR

DATE

SUPERVISOR

DATE

FOR MAINTENANCE & OPERATIONS DIRECTOR USE ONLY

COMMENTS: Supervisor Valdez was present & crossing the excavator. Supervisor was doing traffic control and tried to stop the operator.

HOW WAS THIS CORRECTED AND DATE: Employee involved will be more careful next time when crossing heavy equipment across roadways and if possible will get more help to guide equipment across and under power lines.

EMPLOYEE SIGNATURE

DATE

M & O DIRECTOR SIGNATURE

DATE

Mercedes Police Department
"To Protect & To Serve"



Police Officer

I.D. #

Case No.

Contact the Records Dept. for inquiries
on Report Copies. Mon - Fri 8am to 5pm

316 S. Ohio St.
Mercedes, TX 78570

Tel: (956) 565-3102
Fax: (956) 565-2583





AI -50505

14.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to create Slot 17 from District's Administration Budget for Accounting Supervisor position and set salary at \$60,000.00

B. Request approval to create Slots 107 to 116 from District's M&O Budget for ten (10) Truck Driver positions and set salaries at \$30,343.00 each.

C. Approval of Budget Amendment to fund new positions as noted in item no. 1 & 2.

BACKGROUND

Fiscal Impact

Attachments

BA for AI#50505 Item 1&2

JOB DESC

JOB DESC

Form Review

Inbox

Reviewed By

Date

Budget & Management

Veronica Ortiz

07/17/2015 01:09 PM

Final Approval

Monica Badillo

07/17/2015 05:41 PM

Form Started By: Claudette Guerrero

Started On: 07/16/2015 01:07 PM

Final Approval Date: 07/17/2015

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATE 7/21/2015
 DEPARTMENT HEAD Raúl E. Sesin, P.E., CFM
 DEPARTMENT NAME Hidalgo County Drainage District
 ACCOUNT NUMBER 415-003 & 433-006

Admin & M&O

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

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

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
15-110-415-003-41130	Administration-Full Time Employees	\$ 29,000.00
15-110-415-003-42200	Administration-FICA	\$ 5,182.50
15-110-415-003-42300	Administration-Retirement	\$ 3,517.70
15-110-415-003-42500	Administration-Unemployment Compensation	\$ 290.00
15-110-415-003-42600	Administration-Worker's Compensation	\$ 580.00
15-110-415-003-42120	Administration-Life Insurance	\$ 24.00
15-110-433-006-41130	M&O-Full Time Employees	\$ 151,715.00
15-110-433-006-42200	M&O-FICA	\$ 41,246.20
15-110-433-006-42300	M&O-Retirement	\$ 18,403.03
15-110-433-006-42500	M&O-Unemployment Compensation	\$ 1,517.15
15-110-433-006-42600	M&O-Worker's Compensation	\$ 12,137.20
15-110-433-006-42120	M&O-Life Insurance	\$ 240.00
TOTAL BUDGET INCREASE REQUEST		\$263,852.78

REASON: Intradepartmental Transfer to fund the difference in pro-rated salaries and related fringe benefits
expenditures for the Accounting Supervisor position Slot no. 17 & Ten (10)Truck Driver Positions
Slot No. 107 through Slot No. 116.

 Department Head

 Board Of Directors

 DATE

 DATE

Slot #	Classification.	1/2 year	med ins	ss at 7.65 %	ue at 1%	wc at 8%	re at 12.13%	life ins
17	ACCOUNTING SUPERVISOR	29,000.00	2,964.00	2,218.50	290.00	580.00	3,517.70	24.00
107	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
108	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
109	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
110	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
111	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
112	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
113	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
114	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
115	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
116	TRUCK DRIVER	15,171.50	2,964.00	1,160.62	151.72	1,213.72	1,840.30	24.00
		151,715.00	29,640.00	11,606.20	1,517.15	12,137.20	18,403.03	240.00
		182,965.00	32,604.00	13,996.82	1,829.65	12,762.20	22,193.65	264.00



HIDALGO COUNTY DRAINAGE DISTRICT #1
ADMINISTRATION - EMPLOYEES
2015 BUDGETED SALARIES ACCOUNT NO. 15- 110-415-003

Slot #	CLASSIFICATION	PROPOSED 2015 SALARIES	LONGEVITY FOR 2015 ANNUAL
1	FINANCIAL OFFICER	79,512.28	1,620.00
2	CONTRACTS MANAGER / AP CLERK	39,601.75	-
3	ACCOUNTING CLERK	32,869.71	
4	ACCOUNTANT - PAYROLL	43,594.51	540.00
5	ACCOUNTANT - FUNDS	47,694.15	780.00
6	GIS OPERATOR	55,140.28	480.00
7	CUSTODIAN	22,101.70	360.00
8	SECRETARY	40,022.50	720.00
9	BUYER	56,142.83	480.00
10	HYDRAULIC ENGINEER	70,000.00	360.00
11	DISTRICT ADMINISTRATIVE ASSISTANT	70,677.58	2,220.00
12	CLERK	23,690.00	
13	INFORMATION TECHNOLOGY TECHNICIAN	41,200.00	
14	ADMINISTRATIVE CLERK	37,142.11	
15	GENERAL MANAGER	190,000.00	
16	ADMINISTRATIVE CLERK	43,500.00	
17	ACCOUNTING SUPERVISOR	58,000.00	
		950,889.40	7,560.00

TOTAL BUDGETED SALARIES FOR 2015 ADMINISTRATIVE POSITIONS INCLUDING LONGEVITY FOR 2015 15-110-415-003-41130	958,449.40
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HIDALGO COUNTY DRAINAGE DISTRICT # 1
MAINTENANCE AND OPERATION EMPLOYEES
PROPOSED SALARIES FOR ACCTOUNT 15-110-433-006-

Slot #	CLASSIFICATIONS	PROPOSED 2015 SALARIES	Longevity for 2015 Annual
1	ASSISTANT INVENTORY CLERK	29,378.02	
2	ASSISTANT SHREDDER SUPERVISOR	32,664.80	1,020.00
3	ASSISTANT TIRE MECHANIC	32,628.06	1,140.00
4	BACKHOE OPERATOR	29,378.02	300.00
5	BACKHOE OPERATOR	29,378.02	480.00
6	BACKHOE OPERATOR	29,378.02	360.00
7	CREW LEADER	34,309.33	1,620.00
8	DOZER OPERATOR	31,765.06	900.00
9	DOZER OPERATOR	31,765.06	1,020.00
10	DOZER OPERATOR	31,765.06	660.00
11	DOZER OPERATOR	31,765.06	900.00
12	DRAGLINE OPERATOR	41,527.36	360.00
13	DRAGLINE OPERATOR	41,527.36	
14	DRAINAGE DISTRICT FOREMAN	53,560.00	900.00
15	EXCAVATOR OPERATOR	41,527.36	840.00
16	EXCAVATOR OPERATOR	41,527.36	1,020.00
17	EXCAVATOR OPERATOR	41,527.36	900.00
18	EXCAVATOR OPERATOR	41,527.36	360.00
19	EXCAVATOR OPERATOR	41,527.36	780.00
20	EXCAVATOR OPERATOR	41,527.36	960.00
21	EXCAVATOR OPERATOR	41,527.36	840.00
22	EXCAVATOR OPERATOR	41,527.36	
23	EXCAVATOR OPERATOR	41,527.36	
24	EXCAVATOR OPERATOR	41,527.36	900.00
25	EXCAVATOR OPERATOR	41,527.36	720.00
26	EXCAVATOR OPERATOR	41,527.36	960.00
27	EXCAVATOR OPERATOR	41,527.36	1,020.00
28	EXCAVATOR OPERATOR	41,527.36	1,200.00
29	FIELD CONSTRUCTION SUPERVISOR	51,912.00	
30	FIELD MAINT. & OPERATIONS DIRECTOR	59,049.90	420.00
31	FIELD SUPERVISOR	47,164.59	
32	FIELD SUPERVISOR	47,164.59	300.00
33	FIELD SUPERVISOR	47,164.59	1,500.00
34	FIELD SUPERVISOR	47,164.59	960.00
35	FLEET MANAGER	47,164.59	
36	HEAVY EQUIPMENT SUPERVISOR	47,164.59	1,680.00
37	INVENTORY CLERK	30,967.84	
38	LABOR/WATCHMAN	28,383.89	
39	LABOR/WATCHMAN	28,383.89	
40	LABORER	28,383.89	420.00
41	LABORER	28,383.89	
42	LABORER	28,383.89	900.00
43	LABORER	28,383.89	
44	LABORER	28,383.89	
45	LABORER	28,383.89	
46	LABORER	28,383.89	
47	LABORER	28,383.89	300.00
48	LABORER	28,383.89	360.00
49	LABORER	28,383.89	300.00
50	LABORER	28,383.89	300.00
51	LABORER	28,383.89	
52	LABORER	28,383.89	
53	LABORER	28,383.89	
54	LABORER	28,383.89	360.00
55	LABORER	28,383.89	
56	LABORER	28,383.89	

HIDALGO COUNTY DRAINAGE DISTRICT # 1
MAINTENANCE AND OPERATION EMPLOYEES
PROPOSED SALARIES FOR ACCTOUNT 15-110-433-006-

57	LABORER	28,383.89	
58	LOADER OPERATOR	29,378.00	
59	MAINTAINER OPERATOR	38,960.73	1,320.00
60	MAINTENANCE	24,720.00	
61	MECHANIC	36,985.64	960.00
62	MECHANIC	36,985.64	
63	MECHANIC	36,985.64	
64	MECHANIC	36,985.64	
65	MECHANIC - TEMP	14,400.00	
66	MOTOR CRANE / TRUCK DRIVER	41,527.36	
67	MOTORGRADER OPERATOR	38,960.73	1,020.00
68	PUMP MAINT. OPERATOR	30,154.46	-
69	SHREDDER OPERATOR	28,619.00	420.00
70	SHREDDER OPERATOR	28,619.00	300.00
71	SHREDDER OPERATOR	28,619.00	
72	SHREDDER OPERATOR	28,619.00	900.00
73	SHREDDER OPERATOR	28,619.00	-
74	SHREDDER OPERATOR	28,619.00	
75	SHREDDER OPERATOR	28,619.00	360.00
76	SHREDDER OPERATOR	28,619.00	
77	SHREDDER OPERATOR	28,619.00	
78	SHREDDER OPERATOR	28,619.00	420.00
79	SHREDDER OPERATOR	28,619.00	420.00
80	SHREDDER OPERATOR	28,619.00	600.00
81	SHREDDER OPERATOR	28,619.00	
82	SHREDDER OPERATOR	28,619.00	720.00
83	SHREDDER OPERATOR	28,619.00	-
84	SHREDDER OPERATOR	28,619.00	660.00
85	SHREDDER OPERATOR	28,619.00	840.00
86	SHREDDER OPERATOR	28,619.00	300.00
87	SHREDDER OPERATOR	28,619.00	300.00
88	SHREDDER OPERATOR	28,619.00	780.00
89	SHREDDER OPERATOR	28,619.00	
90	SHREDDER OPERATOR	28,619.00	
91	SHREDDER OPERATOR	28,619.00	600.00
92	SHREDDER OPERATOR	28,619.00	420.00
93	SHREDDER OPERATOR	28,619.00	420.00
94	SHREDDER OPERATOR	28,619.00	300.00
95	SHREDDER OPERATOR	28,619.00	
96	SHREDDER OPERATOR	28,619.00	600.00
97	SHREDDER OPERATOR	28,619.00	360.00
98	SHREDDER OPERATOR	28,619.00	960.00
99	SHREDDER OPERATOR	28,619.00	540.00
100	SHREDDER OPERATOR	28,619.00	
101	SHREDDER OPERATOR	28,619.00	
102	SHREDDER OPERATOR	28,619.00	
103	SHREDDER SUPERVISOR	43,484.40	
104	TRUCK DRIVER	32,628.06	420.00
105	WELDER	40,949.18	780.00
106	WELDER	40,949.18	1,440.00
107	TRUCK DRIVER	30,343.00	
108	TRUCK DRIVER	30,343.00	
109	TRUCK DRIVER	30,343.00	
110	TRUCK DRIVER	30,343.00	
111	TRUCK DRIVER	30,343.00	
112	TRUCK DRIVER	30,343.00	
113	TRUCK DRIVER	30,343.00	
114	TRUCK DRIVER	30,343.00	
115	TRUCK DRIVER	30,343.00	
116	TRUCK DRIVER	30,343.00	
		3,855,298.01	45,120.00

HIDALGO COUNTY DRAINAGE DISTRICT #1

ACCOUNTING SUPERVISOR

GENERAL DESCRIPTION

Supervise and coordinate accounting activities for the district for management support; Perform generalized financial, administrative and human resource functions and provide technical and managerial support to functional divisions in the district; Responsible for the full range of supervisory activities including selection, training, evaluation, counseling, and recommendation for dismissal.

EXAMPLES OF WORK PERFORMED

Supervises, hires and evaluates accounting staff

Records various accounting transactions

Prepares financial statements, budget and status reports

Enforces budget through encumbrance system

Monitors and manages cash and investments

Supervises revenue recording, monitoring and reporting

Prepares revenue estimates

Reviews grant recording for federal and state grants. Ensures compliance with guidelines and regulations

Reviews the office accounting systems; makes recommendations for better internal control

Ensures proper recording in financial statements

Assists elected officials and department heads with interpreting accounting information and reports

Assists numerous outside auditors

Prepares necessary schedules and reports

Develops procedures for all accounting functions including data processing

Performs all other related duties involved in the operation of the Drainage District's Office as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) to Ten (10) years management experience in auditing or accounting financial reporting for Governmental entities

Graduation from an accredited four (4) year college or university with major course work in Accounting

Experience with Abila MIP Accounting Software Preferred

Certificates, Licenses, Registration

CPA or CPA Candidate preferred, must be willing to obtain 20 hours of continuing education each year.

Knowledge, Skills, and Abilities

Extensive knowledge of fundamental internal accounting controls and generally accepted accounting principles

Knowledge and complete understanding of generally accepted auditing standards

Must have strong communication skills to accurately communicate complex financial/accounting issues without unnecessarily alarming the media and other "non financial" persons

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY DRAINAGE DISTRICT #1

TRUCK DRIVER

GENERAL DESCRIPTION

Employee will be responsible for the delivery of heavy equipment to different job sites throughout the District's jurisdiction.

EXAMPLES OF WORK PERFORMED

Drive tractor trailer haul truck with lowboy

Pick up and deliver heavy equipment to and from job sites

Performs preventative maintenance on equipment as required

Inspect equipment for proper functioning and safety

May be required to operate light equipment

Assist in work schedules

Keep work log of daily activities

Perform other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Must have basic knowledge of maintenance and up keep equipment, and be able to do minor repairs

Must be able to follow oral and/or written instructions

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license with a clean driving record

Must be able to be insured by the Drainage District's insurance carrier

Must have a valid Texas Commercial Driver's license (CDL) "Class A"

Knowledge, Skills, and Abilities

Knowledge of traffic rules and regulations evolving haul trucks and heavy equipment

Lifting heavy objects without difficulty

Ability to work independently in the absence of supervision

Learn understand and apply pertinent laws, rules and regulations as they are revised by the State

Must be able to work well with others and have good working relations with fellow employees

Employee may be required to perform other duties as assigned

Must be able to work extended hours necessary on the scheduling of Projects or during emergency circumstances; related to weather conditions

Must be able to lift 15-20 lbs without difficulty

Will be exposed to environmental elements/weather while working

Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time

Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to stand, walk, sit, use hands and arms; climb or balance; stoop kneel, run and swim.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust and focus and to work long high and steep drain ditches.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

****Employee may be required to perform other related duties as assigned.**

AI -50561

15.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted By: Lora Briones, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. In accordance with section 791.014 of the Texas Government Code, Approval of Inter-local Agreement between Hidalgo County Drainage District #1 and the Hidalgo County, Texas to assist the county in ROW acquisition services for the Precinct 2 Regional Linear Park Project. The District's participation is in the amount of \$157,533.52 from the District General Fund - Aid to other Governments.

B. Request Budget Amendment in the amount \$74,000 out of the District General Fund into the - aid to other governments account, to supplement the current available funds for the participation of the above mention inter-local.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/17/2015 03:59 PM
Final Approval	Monica Badillo	07/17/2015 05:41 PM
Form Started By: Lora Briones		Started On: 07/17/2015 02:50 PM
Final Approval Date: 07/17/2015		

AI -50475

16.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) for the provision of Professional Engineering Services required for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range Located at the Hidalgo County Drainage District No.1 yard Northeast of E. Richardson Road and North Doolittle Road.

B.) Presentation of Scoring Grid of the firms graded and evaluated through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with Professional Engineering Services required for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range Located at the Hidalgo County Drainage District No. 1 yard Northeast of E. Richardson Road and North Doolittle Road.

FIRM NAME:	SCORE:	RANK:
Halff Associates Inc.	94	
Naismith Engineering Inc.	92	
Cruz - Hogan Consultants, Inc.	91	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provision of Professional Engineering Services for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range Located at the Hidalgo County Drainage District No.1 yard Northeast of E. Richardson Road and North Doolittle Road.

BACKGROUND

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/16/2015 10:06 AM
Final Approval	Monica Badillo	07/17/2015 05:41 PM
Form Started By: Jaime Salazar		Started On: 07/15/2015 03:27 PM
Final Approval Date: 07/17/2015		

AI -50486

17.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to enter into a (48) month lease agreement with Dahill through the Districts membership with Choice Partners Contract No. 13/0151 DG-02 for one (1) Espon Sure Color Plotter. \$343.50 a month to include training, one set of ink, 36" & 44" roll paper and service throughout the lease period.

BACKGROUND

Fiscal Impact

Attachments

Epson Plotter

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Jaime Salazar

Final Approval Date: 07/17/2015

Reviewed By

Veronica Ortiz

Monica Badillo

Date

07/16/2015 10:06 AM

07/17/2015 05:41 PM

Started On: 07/15/2015 05:22 PM

Hidalgo County Drainage Dist. #1

Choice Partner Contract# 13/0151 DG-02



Epson Sure Color T72720

Includes Training, One Set Of Ink, Roll Paper 36" & 44". Also 4 years of service.

Lease Plan: 48) \$343.50




[About Us](#) | [Member](#) | [Services](#) | [Vendors/Contracts](#) | [Bidders/RFPs](#) | [Contact](#)

Recent Activity

June 23, 2015

New contracts for fire and safety awarded

June 19, 2015

Vendors invited to respond to new RFP, RFQ and CSP

[View All News](#)

Events

Disaster Preparedness Workshop Houston

July 15, 2015

Disaster Preparedness Workshop East Texas

July 22, 2015

Texas Association of County Legislative Conference

August 26, 2015

[View All Events](#)

DAHILL

[<< Go Back](#)

CONTRACT Category:

Copiers

CONTRACT NUMBER: 13/051DG-02

CONTRACT TERMS:

Initial Award Date: August 20, 2013

1st Renewal Start Date: August 20, 2014

2nd Renewal Start Date: August 20, 2015

Current Expiration Date: August 19, 2016

Renewals Remaining : 2

Contract Manager:	Melinda Perales melinda@choicepartners.org 713-696-1337
--------------------------	---

CONTRACT PARTNER: Dahill



Contract Partner Web Site:

<http://www.dahill.com>

APPROVED MARKET AREA:

National

APPROVED PRODUCT OR SERVICE:

Copiers

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

Dahill- A Xerox Company headquartered in San Antonio is a solely owned subsidiary of the Xerox Corporation. The Texas born and grown document management solutions provider has been dedicated to the local community and its employees since 1988.

Dahill represents the best of both worlds when it comes to your business solutions. - The national resources and strength of an \$22 billion company and the agility and leadership of a locally managed services and support team. Stocking our own inventory, parts and supplies, Dahill continues to sell outstanding printing equipment and software products in our industry. Our focus as a company is our extraordinary print management objective - ImageCare! This program helps companies like yours to analyze, strategize and ultimately streamline printing expenses.

To see contract information details, please login.

If you are a **Member**, please [login here](#).

AI -50487

18.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Wireless Voice, Data Services and Equipment from Verizon through the Districts membership with Texas Department of Information Resources Contract No. DIR-SDD-1779.

Equipment Description:	Equipment Cost:	Employee ID:	New Plan Description:	Rate Plans:
Kyocera Durax	0	079995	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151872	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	026344	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151200	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151697	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151774	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	019895	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	151425	More Everything Line Charge Basic Phone	\$30.00 per month
Kyocera Durax	0	073938	More Everything Line Charge Basic Phone	\$30.00 per month

BACKGROUND

Fiscal Impact

Attachments

Verizon

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Jaime Salazar

Final Approval Date: 07/17/2015

Reviewed By

Veronica Ortiz

Monica Badillo

Date

07/16/2015 02:29 PM

07/17/2015 05:41 PM

Started On: 07/15/2015 05:37 PM



STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: HCDD#2
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 15610110340
DATE 6/10/2015
TERM Annual (12 Months)
PAGE 1 of 2

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data		Voice Overage	Monthly Cost	Term Cost
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00

23% Discount applies to features of \$24.99 and higher when combined with rate plans of \$34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]:

\$0.00

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST

\$0.00

INVESTMENT ESTIMATE

RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:

Monthly

Term Total

\$0.00

\$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST:

\$0.00

INVESTMENT TOTAL

\$0.00

2Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

QUOTE ID 15610110340

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the <http://www.dir.state.tx.us/> internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 04/01/2015



STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT
E-RATE ELIGIBLE EDUCATION CUSTOMERS MAY NOT PURCHASE SERVICE UNDER MORE EVERYTHING PRICING

WIRELESS PROPOSAL FOR: HCDD#2
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 15610110340
DATE 6/10/2015
TERM Annual (12 Months)
PAGE 1 of 2

RATE PLAN AND FEATURES

MORE EVERYTHING RATE PLANS - ACCOUNT SHARE	# Sub Account Levels	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
							\$0.00	\$0.00

MORE EVERYTHING RATE PLANS - LINE ACCESS	Line Count	Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Monthly Cost	Term Cost
MORE EVERYTHING LINE CHARGE - BASIC PHONE \$30 (No Discounts Apply)	9	\$30.00	Account Share	Account Share	Account Share	\$270.00	\$3,240.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
	9					\$270.00	\$3,240.00

23% Discount applies to features of \$24.99 and higher when combined with rate plans of \$34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]:
SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

\$3,240.00

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Kyocera DuraX (Not PTT Capable at Launch) (PP \$14.99+, PTT)	9	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	9		\$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST

\$0.00

INVESTMENT ESTIMATE

	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	\$270.00	\$3,240.00
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		\$0.00
INVESTMENT TOTAL		\$3,240.00

2Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

QUOTE ID 15610110340

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the <http://www.dir.state.tx.us/> internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 05/19/2015

AI -50556

19.

DRAINAGE DISTRICT

Meeting Date: 07/21/2015

Submitted For: Lora Briones

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Discussion and possible action on tax resale and private bids received on properties (list attached)

B. Discussion and possible action on Resolution for tax resale and private bid properties

BACKGROUND

Charles Brown

Area Manager

Tax Resale Department

Valley-Edinburg

Linebarger Goggan Blair & Sampson, LLP

Attorneys at Law

Fiscal Impact

Attachments

Resolution

request

LIST

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Monica Badillo

Final Approval Date: 07/17/2015

Reviewed By

Veronica Ortiz

Monica Badillo

Date

07/17/2015 02:59 PM

07/17/2015 05:41 PM

Started On: 07/17/2015 02:34 PM

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RESOLUTION

On the 21st day of July 2015, at the regularly scheduled meeting of the Board of Hidalgo County Drainage District No. 1, a motion was duly made and seconded to resell properties described on the attached list, which were acquired by the District through previous tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same, the Chairman of the Board called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that the Board of Hidalgo County Drainage District No. 1 approves the bids received on the properties described on the attached list and authorizes the Chairman of the Board to execute tax resale deeds conveying the approved properties.

SIGNED on this 21st day of July, 2015.

HIDALGO COUNTY

Ramon Garcia
Chairman
Board of Directors

ATTEST:

Arturo Guajardo, Jr.
County Clerk
Hidalgo County

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

DATE: July 10, 2015

TO: Judge Ramon Garcia
County Judge, Hidalgo County
2818 S. Business Hwy. 281
Edinburg, Texas 78539

FROM: Charles Brown, Area Manager
Tax Resale Department

RE: Tax Resale and Private Bid Properties.

Please place the following items on your agenda for your July 21, 2015 Drainage District No.1 and Commissioner's Court meetings.

1. Discussion and action on tax resale and private bids received on the properties described as follows:

Please see attached list.

2. Discussion and action on resolution for tax resale and private bid properties.

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

July 9, 2015

Judge Ramon Garcia
County Judge, Hidalgo County
2818 S. Business Hwy. 281
Edinburg, Texas 78539

RE: TAX RESALE AND PRIVATE BID PROPERTIES

Dear Judge Garcia:

On February 3, 2015 and June 2, 2015, our firm held Tax Resales at the Hidalgo County Clerk Records Management Facility. The resales of these properties were published in several newspapers throughout Hidalgo County. Below find a brief description of each Tax Resale.

On February 3, 2015, we placed 21 previously struck-off properties for resale throughout Hidalgo County and received bids on all of these properties. The bids received on 17 of the 21 previously struck-off properties located within Hidalgo County have already been approved by all other taxing jurisdictions. Enclosed for the consideration of the Commissioner's Court is an analysis of each bid received on the 17 approved properties, which indicates the amount to be prorated amongst Hidalgo County and all other taxing jurisdictions.

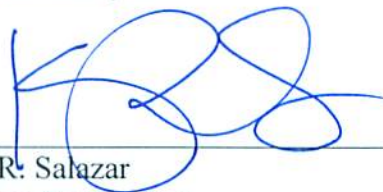
On June 2, 2015, we placed 53 previously struck-off properties for resale throughout Hidalgo County and received bids on all of these properties. Enclosed for the consideration of the Commissioner's Court is an analysis of each bid received on the properties which indicates the amount to be prorated amongst Hidalgo County and all other taxing jurisdictions. We are in the process of submitting the bids to City of Hidalgo, City of Palmview, City of Pharr, City of San Juan, Donna Independent School District, Edinburg Consolidated Independent School District, La Joya Independent School District, and Valley View Independent School District for their consideration.

On June 22, 2015, our firm received 10 private bids from the City of Mercedes on properties previously scheduled for the June 2, 2015 Tax Resale. Enclosed for the consideration of the Commissioner's Court is an analysis of each bid received on the 10 properties, which indicates the amount to be prorated amongst Hidalgo County and all other taxing jurisdictions. We are in the process of submitting the bids to South Texas College and South Texas Independent School District.

If you have any questions or require further information, please do not hesitate to call me.

Very truly yours,

**LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP**

A handwritten signature in blue ink, appearing to be 'KS', is written over a horizontal line.

Kelly R. Salazar
Attorney for the Firm

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

DATE: July 9, 2015

TO: Judge Ramon Garcia
County Judge, Hidalgo County
2818 S. Business Hwy. 281
Edinburg, Texas 78539

FROM: Charles Brown, Area Manager
Tax Resale Department

RE: Tax Resale and Private Bid Properties.

Please place the following items on your agenda for your July 21, 2015 Commissioner's Court meeting.

1. Discussion and action on tax resale and private bids received on the properties described as follows:

Please see attached list.

2. Discussion and action on resolution for tax resale and private bid properties.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
FEBRUARY 3, 2015 & JUNE 2, 2015 TAX RESALE LIST
HIDALGO COUNTY

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
1	T-1091-12-H	That portion of Canal Right of Way in Lot 37-10, West Addition to Sharyland Subdivision, as per map thereof recorded in Volume 1, Page 56, Hidalgo County, Texas.	W0100-00-037-0010-06	\$21,635	\$20,000	\$3,925.90	\$535.35
2	T-1334-10-C	The West 55.00 feet of Lot 7, Block 3, Yates Addition, an addition to the City of Edcouch.	Y0500-00-003-0007-10	\$16,000	\$13,000	\$2,128.68	\$236.52
3	T-724-10-G	TR. 1: Lot 14, Block 96, Original Townsite of Hargill.	H1200-00-096-0014-00	\$4,880	\$1,900	\$171.50	\$0.00
4	T-1260-11-F	TR. 1: Lot 89, Kenyon Estates Subdivision, an addition to the City of Edinburg.	K2800-00-000-0089-00	\$14,390	\$11,000	\$1,665.92	\$175.36
5	T-1260-11-F	TR. 2: Lot 90, Kenyon Estates Subdivision, an addition to the City of Edinburg.	K2800-00-000-0090-00	\$14,370	\$10,500	\$1,570.92	\$165.36
6	T-0838-12-I	Lot 8, Block 291, City of Edinburg.	E3300-00-291-0008-00	\$19,920	\$12,000	\$1,983.03	\$188.86
7	T-724-10-G	TR. 2: The West 10 acres of Lot 11, Block 67, Capisallo District, according to the map or plat thereof recorded in Volume P, Pages 226-227, Save and Except that tract conveyed to the City of Mercedes in that Deed dated April 28, 1995 recorded in Document No. 462135, more particularly described as Tract 1 in that Deed dated February 18, 2005 recorded in Document No. 1443325, Official Records, Hidalgo County, Texas.	C1400-00-067-0011-01	\$54,500	\$46,000	\$8,490.34	\$1,340.58
8	T-662-10-J	The South 8.10 acres, more or less, out of Lot 4, Block 66.	C1400-00-066-0004-00	\$54,100	\$16,500	\$2,741.60	\$274.16
9	T-413-10-A	The North 50 feet of Lot 6, Block "C", Cinco De Mayo Ranch.	C4450-00-00C-0006-00	\$16,340	\$3,300	\$149.15	\$23.55
10	T-591-08-F	Lots 7 and 8, Block 135, Huisache Subdivision of Lot "C".	H5150-00-135-0007-00	\$14,700	\$10,300	\$1,446.00	\$216.90
11	T-1903-09-B	TR. 1: 1.33 acres, more or less, out of the South 5.00 acres of the East 15.00 acres of Lot 73, Kelly-Pharr Subdivision.	K2400-00-000-0073-15	\$63,725	\$65,000	\$12,024.53	\$1,265.74
12	T-1903-09-B	TR. 2: 1.25 acres, more or less, out of the South 5.00 acres out of the East 15.00 acres of Lot 73, Kelly-Pharr Subdivision.	K2400-00-000-0073-16	\$38,890	\$57,000	\$10,504.53	\$1,105.74
13	T-1043-10-D	Lot 16, Block 1, Evans Subdivision, a Re-Subdivision of the South 470 feet of Lot 316 of the Kelly-Pharr Subdivision of Porciones 69 and 70.	E8100-00-001-0016-00	\$8,030	\$10,500	\$3,160.64	\$296.31

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
14	T-1046-10-G	Lot 32, Block 83, Hackberry Subdivision, an addition to the City of Pharr.	H0450-00-083-0032-00	\$10,660	\$2,000	\$0.00	\$0.00
15	T-1055-10-I	Lot 54, Block 7, Hidalgo Park Addition.	H2650-00-007-0054-00	\$18,940	\$10,500	\$1,543.86	\$257.31
16	T-2098-12-E	Lot 10, Block 5, Casa Blanca Subdivision, an addition to the City of Pharr.	C2000-00-005-0010-00	\$8,675	\$1,800	\$0.00	\$0.00
17	T-108-11-F	Lot 6 and the West 25 feet of Lot 5, Block 4, Villa Vista, Unit 2, an addition to the City of Weslaco.	V3800-02-004-0005-00	\$19,140	\$10,000	\$1,269.44	\$396.70
*18	T-169-03-G	Tract No. 1; Lot 26, Block 4, Balli Estates, Hidalgo County, Texas.	B0500-00-004-0026-00	\$10,760	\$9,000.00	\$1,906.24	\$331.52
*19	T-169-03-G	Tract No. 2; Lot 27, Block 4, Balli Estates, Hidalgo County, Texas.	B0500-00-004-0027-00	\$9,905	\$9,000.00	\$1,906.24	\$331.52
*20	T-169-03-G	Tract No. 3; Lot 28, Block 4, Balli Estates, Hidalgo County, Texas.	B0500-00-004-0028-00	\$9,905	\$9,500.00	\$2,021.24	\$351.52
*21	T-169-03-G	Tract No. 4; Lot 29, Block 4, Balli Estates, Hidalgo County, Texas.	B0500-00-004-0029-00	\$9,890	\$9,500.00	\$2,021.24	\$351.52
*22	T-959-06-E	Lots 1, and 2, Block 34, Original Townsite, City of Donna, Hidalgo County, Texas.	D6800-00-034-0001-00	\$68,430	\$5,500.00	\$589.95	\$155.25
*23	T-636-07-E	Lot 115, Hooks Addition, City of Donna, Hidalgo County, Texas.	H4400-00-000-0115-00	\$30,900	\$21,000.00	\$2,939.20	\$1,102.20
*24	T-1534-08-C	The West 1.21 Acres of the South 4.80 Acres of the West 9.10 Acres of the North 17.52 Acres of Tracts "A", "B", and "C", Valley Orchards Subdivision, Hidalgo County, Texas, as Described in Deed Dated May 1, 1966, in Volume 2299, Page 619, Deed Records of Hidalgo County, Texas.	V1300-00-ABC-0000-12	\$43,320	\$16,000.00	\$2,143.95	\$285.86
*25	T-1669-09-G	Lot 20, Block 8, Quality Subdivision, Unit 2, an Addition to the City of Donna, Hidalgo County, Texas.	Q2000-02-008-0020-00	\$96,580	\$37,000.00	\$4,913.86	\$701.98
*26	T-1668-09-J	Lot 16, Block 4, Palms Addition, an Addition to the City of Donna, Hidalgo County, Texas.	P2400-00-004-0016-00	\$74,800	\$33,000.00	\$5,204.38	\$612.28
*27	T-1359-09-A	Lot 28, Block 8, Quality Subdivision, Unit 2, a Subdivision in Hidalgo County, Texas.	Q2000-02-008-0028-00	\$23,400	\$7,500.00	\$953.19	\$112.14

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
*28	T-1357-09-J	Lot 9, Block 6, Colonia Plaza Subdivision, a Subdivision in Hidalgo County, Texas.	C7650-00-006-0009-00	\$3,770	\$1,200.00	\$0.00	\$0.00
*29	T-348-10-C	Lot 1, Block 11, Ruthven Addition, an Addition to the City of Donna, Hidalgo County, Texas.	R4700-00-011-0001-00	\$12,500	\$3,500.00	\$219.15	\$29.22
*30	T-1797-11-J	0.177 Acre, More or Less, Situated in Block 100, Lott Town and Improvement Company's Subdivision, Hidalgo County, Texas, as Described in Deed Dated October 31, 1962, in Volume 1049, Page 59, Deed Records of Hidalgo County, Texas.	L0250-00-100-0000-05	\$20,650	\$14,000.00	\$1,968.77	\$231.62
*31	T-0537-12-F	Lots 30 and 31, Miller Subdivision, an Addition to the City of Donna, Hidalgo County, Texas.	M4250-00-000-0030-01	\$35,475	\$15,500.00	\$2,541.60	\$282.40
*32	T-0560-12-E	Lots 5 and 6, Block 7, Colonia Plaza, a Subdivision to the City of Donna, Hidalgo County, Texas.	C7650-00-007-0005-00	\$21,500	\$5,500.00	\$536.40	\$107.28
*33	T-0472-12-J	Lot 1, M. W. Boyce Subdivision #6, an Addition to the City of Donna, Hidalgo County, Texas.	B3950-06-000-0001-00	\$16,340	\$10,500.00	\$1,306.50	\$174.20
*34	T-0464-12-A	Lot 3, Southeast Addition, an Addition to the City of Donna, Hidalgo County, Texas.	S4800-00-000-0003-00	\$17,760	\$9,000.00	\$1,184.32	\$148.04
*35	T-0115-12-J	Lot 150, Hooks Subdivision, a Subdivision to the City of Donna, Hidalgo County, Texas.	H4400-00-000-0150-00	\$22,800	\$9,000.00	\$1,274.52	\$134.16
*36	T-674-10-F	Lot 13, Block 13, Original Townsite, Hidalgo County, Texas.	L6700-00-013-0013-00	\$22,450	\$8,000.00	\$1,054.26	\$175.71
*37	T-2024-11-C	Lot 13, Block 7, Original Townsite Hidalgo County, Texas.	L6700-00-007-0013-00	\$15,450	\$11,500.00	\$1,996.68	\$190.16
*38	T-788-11-C	Lot 11, Kenyon Estates Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas.	K2800-00-000-0011-00	\$7,050	\$8,000.00	\$1,328.04	\$189.72
*39	T-1774-12-B	Lot 9, Block 17, Lull, Hidalgo County, Texas.	L6700-00-017-0009-00	\$13,040	\$10,000.00	\$1,951.20	\$162.60
*40	T-0306-12-B	Part of the West 1/2 of Lot 8, Section 274, Texas-Mexican Railway Companies Survey, Hidalgo County, Texas, as Described in Volume 3071, Page 10, Official Records of Hidalgo County, Texas and Carried on the Tax Roll as 2.22 Acres Net, More or Less, out of the Northwest 3.22 acres, Northwest of RR, out of Lot 8, Section 274, Tex-Mex Survey, Hidalgo County, Texas.	T2100-00-274-0008-02	\$65,850	\$13,000.00	\$2,144.34	\$225.72

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
*41	T-0855-12-E	Lot 4, Block 287, Original Townsite of Edinburg, Hidalgo County, Texas.	E3300-00-287-0004-00	\$25,550	\$10,600.00	\$1,727.20	\$172.72
*42	T-0836-12-I	Lot 14, Block 1, Gateway City Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas.	G2500-00-001-0014-00	\$20,000	\$19,500.00	\$1,616.76	\$179.64
*43	T-3216-12-E	All that Certain Tract of Land Situated in Unused Missouri Pacific Railroad Company Right-Of-Way out of Lots 39 and 40, Block 3, C. E. Hammond's Subdivision, Described as 5.86 Acres, More or Less, in a Deed Dated November 18, 1988, in Clerk's File #286573, Official Records of Hidalgo County, Texas; SAVE & EXCEPT However, That Certain 0.64 Acre Tract Described in Clerk's File #457945, Official Records of Hidalgo County, Texas, Leaving Herein a Residue of 5.22 Acres, More or Less.	H0850-03-003-0040-01	\$35,550	\$32,000.00	\$4,640.40	\$618.72
*44	T-1164-09-H	A Tract of Land out of A 2.95 acre Tract out of Lot 5, Lying North of Spur 241, Tejon Land and Water Company Subdivision, Hidalgo County, Texas, as Described in Clerk's File No. 752634, Official Records of Hidalgo County, Texas, SAVE AND EXCEPT 2.0 Acres, More or Less, Described in Clerk's File No. 908403, Official Records of Hidalgo County, Texas, Leaving a Residue of 0.95 Acres, More or Less.	T1400-00-001-0005-17	\$36,790	\$19,000.00	\$3,052.98	\$339.22
*45	T-1357-04-G	Lot 14, Basham Subdivision, Hidalgo County, Texas.	B1900-01-000-0014-00	\$37,910	\$22,000.00	\$3,415.86	\$759.08
*46	T-1988-11-E	Lot 29, Basham Mobile Home Subdivision No. 19, a Subdivision in Hidalgo County, Texas.	B1930-19-000-0029-00	\$39,920	\$20,000.00	\$3,992.34	\$544.41
*47	T-749-09-J	Lot 14, Tico Acres Subdivision #1, Hidalgo County, Texas.	T4600-01-000-0014-00	\$15,060	\$14,500.00	\$2,504.00	\$500.80
*48	T-1415-07-H	The South 240 Feet of that Certain 7.97 Acres, More or Less, Being a Portion of Farm Tract 3015, North Capisallo District Subdivision, Hidalgo County, Texas, as Described in Deed Dated June 5, 1992, in Clerk's File #704541, Deed Records of Hidalgo County, Texas.	N3400-00-000-3015-06	\$16,410	\$7,000.00	\$1,243.88	\$113.08
*49	T-485-11-I	Lot 24, Block 1, Sunrise Subdivision, a Subdivision in Hidalgo County.	S7260-00-000-0024-00	\$14,650	\$8,000.00	\$1,402.32	\$116.86
*50	T-2523-12-J	0.357 Acres, More or Less, out of Lot 8, Block 81, Campacuas Addition to the Capisallo District, a Subdivision Situated in the American Rio Grande Land and Irrigation Company, as Described in Deed Dated June 8, 1979, in Volume 1627, Page 807, Official Records of Hidalgo County, Texas.	C1400-00-081-0008-00	\$9,600	\$12,000.00	\$4,566.60	\$424.80

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
*51	T-203-11-C	1.00 Acre, More or Less, out of Lot 7, Block 40, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as Described in Deed Dated June 30, 1997, in Clerk's File #608184, Official Records of Hidalgo County, Texas.	A1800-00-040-0007-06	\$33,100	\$5,000.00	\$716.64	\$89.58
*52	T-2289-09-E	Tract 1; The South 3.0 Acres, More or Less, Out of 7.4336 Acres, More or Less, Being a Portion of Lot 9, Block 36, Alamo Land and Sugar Company Subdivision; SAVE AND EXCEPT 0.50 Acre, More or Less, for Improvements, Leaving a Residue of 2.50 Acres. Tract 2; The North 4.47 Acres, More or Less, Out of 7.4336 Acres, More or Less, Being a Portion of Lot 9, Block 36. Tract 3; 0.50 Acres, More or Less, for Improvements Out of the South 3.0 Acres, More or Less, Out of 7.4336 Acres, More or Less, Being a Portion of Lot 9, Block 36.	A1800-00-036-0009-08, A1800-00-036-0009-11 & A1800-00-036-0009-12	\$289,910.00	\$285,000.00	\$53,574.49	\$5,639.42
*53	T-861-04-F	The South One-Half of the East one-half of Lot 7, Block 7, Original Townsite of Pharr.	P6400-00-007-0007-00	\$8,620	\$3,000.00	\$57.80	\$3.40
*54	T-1511-10-H	The West One-Half of Lot 4, Block 6, Original Townsite, City of Pharr, Hidalgo County, Texas.	P6400-00-006-0004-00	\$10,900	\$1,000.00	\$0.00	\$0.00
*55	T-290-09-C	The South 1/2 out of Lot 8, R.S.W. Incorporated, Unit 1, Hidalgo County, Texas.	R0250-01-000-0008-00	\$18,820	\$14,000.00	\$2,163.78	\$360.63
*56	T-1736-11-C	Lot 63, Shuford Subdivision, an Addition to Hidalgo County, Texas.	S3300-00-000-0063-00	\$12,600	\$15,500.00	\$2,544.00	\$254.40
*57	T-1015-11-C	0.548 Acre, More or Less, out of Lot 8, Block 6, John Closner Subdivision of Porciones 71 and 72, a Subdivision in Hidalgo County, Texas, as Described in Deed Dated March 10, 1989, in Volume 2728, Page 637, Official Records of Hidalgo County, Texas.	J5700-00-006-0008-04	\$19,450	\$3,900.00	\$403.48	\$28.82
*58	T-198-11-A	Lot 56, Alta Vista Subdivision of Block "O", Townsite of San Juan, Hidalgo County, Texas.	A3200-00-000-0056-00	\$32,240	\$9,000.00	\$1,065.60	\$177.60
*59	T-2657-12-J	Lot 4, Block 2, Palma Subdivision, a Subdivision to the City of San Juan, Hidalgo County, Texas.	P2600-00-002-0004-00	\$12,470	\$10,500.00	\$1,732.40	\$346.48
*60	T-2650-12-C	Lot 58, Sun Valley Estates Subdivision, an Addition to the City of San Juan, Hidalgo County, Texas.	S6965-01-000-0058-00	\$15,010	\$13,000.00	\$1,908.76	\$224.56
*61	T-2624-12-D	Lot 17, Pecan Estates No. 4, an Addition to the City of San Juan, Hidalgo County, Texas.	P5000-04-000-0017-00	\$12,780	\$12,500.00	\$1,850.62	\$217.72

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
*62	T-2598-12-F	Lot 24, Monte Grande Estates, an Addition to the City of San Juan, Hidalgo County, Texas.	M5947-01-000-0024-00	\$16,700	\$13,000.00	\$2,105.77	\$221.66
*63	T-1902-12-F	The East 5 feet of Lot 15, All of Lot 16 and the West 5 feet of Lot 17, Block 23, San Juan Original Townsite, Hidalgo County, Texas.	S1000-00-023-0015-00	\$14,820	\$5,600.00	\$466.44	\$179.40
*64	T-1643-12-D	Lot 1, Block 2, Original Townsite of San Juan, Hidalgo County, Texas.	S1000-00-002-0001-00	\$14,450	\$5,000.00	\$441.28	\$94.56
*65	T-1321-12-I	Lot 32, San Juan Del Norte Subdivision, Phase I, an Addition to the City of San Juan, Hidalgo County, Texas.	S0810-00-000-0032-00	\$17,470	\$13,000.00	\$2,013.65	\$118.45
*66	T-1243-12-I	Lot 1, Dos Arbolitos Subdivision, Phase I, an Addition to the City of San Juan, Hidalgo County, Texas.	D7111-01-000-0001-00	\$21,090	\$17,000.00	\$2,996.11	\$315.38
*67	T-1232-12-E	0.36 Acres, More or Less, out of Lot 13, Block 47, Alamo Land & Sugar Company's Subdivision of Porcion 72, Los Torritos, Santa Ana and El Gato Grants, Hidalgo County, Texas, Said 0.36 Acres Described in Deed Dated September 19, 2003 in Clerk's File No. 1276076, Official Records of Hidalgo County, Texas.	A1800-00-047-0013-13	\$20,000	\$1,100.00	\$0.00	\$0.00
*68	T-1226-12-F	Lot 94, Dominique Estates Addition, an Addition to the City of San Juan, Hidalgo County, Texas.	D6500-00-000-0094-00	\$16,760	\$14,500.00	\$2,429.64	\$269.96
*69	T-0691-13-J	Lot 47, Citriana Village Subdivision, an Addition to the City of San Juan, Hidalgo County, Texas.	C4560-00-000-0047-00	\$12,330	\$9,000.00	\$1,554.74	\$141.34
**70	T-577-03-A	Lot 5 Valle De Palmas Subdivision.	V0575-01-000-0005-00	N/A	\$1,000.00	\$22.80	\$1.52
**71	T-577-03-A	Lot 6 Valle De Palmas Subdivision.	V0575-01-000-0006-00	N/A	\$1,000.00	\$22.80	\$1.52
**72	T-818-10-F	Lot 6 Block 119, Original Townsite, City of Mercedes.	M3550-00-119-0006-00	N/A	\$1,000.00	\$0.00	\$0.00
**73	T-1081-10-G	Lot 25, Block 168, J.F Moore Addition, City of Mercedes.	M3550-00-168-0025-00	N/A	\$1,000.00	\$0.00	\$0.00
**74	T-1607-11-G	Lots 3, 4 and 5, Block 1, La Gloria Heights Subdivision, City of Mercedes.	L1000-00-001-0003-00	N/A	\$1,000.00	\$0.00	\$0.00
**75	T-1406-11-H	Lot 6 of the D. Maklary Subdivision of Block 158, Original Townsite Addition, City of Mercedes.	M3550-00-158-0006-00	N/A	\$1,000.00	\$0.00	\$0.00
**76	T-2093-11-C	Lot 21, Cynthia Subdivision, City of Mercedes.	C9850-00-000-0021-00	N/A	\$1,000.00	\$0.00	\$0.00

**77	T-2137-11-G	Lot 4, McNeil Subdivision of the South 1/2, Block 148, City of Mercedes, Hidalgo County, Texas.	M3550-00-148-2004-01	N/A	\$1,000.00	\$0.00	\$0.00
**78	T-0347-12-C	Lot 12, Block 1, Rodel Addition, an Addition to the City of Mercedes, Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 10, Page 50, Map Records of Hidalgo County, Texas.	R3550-00-001-0012-00	N/A	\$1,000.00	\$0.00	\$0.00

***= 06/02/2015 Tax Resale**

****= City of Mercedes Private Bids**

Total for Hidalgo County \$201,114.45
Total for Drainage Dist. #1 \$25,320.79
Total Amount Collected \$226,435.23

HIDALGO COUNTY

RESOLUTION NO. _____

On the 21st day of July 2015, at the regularly scheduled meeting of the Hidalgo County Commissioners' Court, a motion was duly made and seconded to resell properties described on the attached list, which were acquired by the County through previous tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same, the County Judge of Hidalgo County called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that the Commissioners' Court of Hidalgo County approved the bids received on the properties described on the attached list and authorizes the County Judge of Hidalgo County to execute tax resale deeds conveying the approved properties.

PASSED AND APPROVED this 21st day of July, 2015.

HIDALGO COUNTY

Ramon Garcia
County Judge
Hidalgo County

ATTEST:

Arturo Guajardo, Jr.
County Clerk
Hidalgo County

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
FEBRUARY 3, 2015 & JUNE 2, 2015 TAX RESALE LIST
HIDALGO COUNTY

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER
1	T-1091-12-H	That portion of Canal Right of Way in Lot 37-10, West Addition to Sharyland Subdivision, as per map thereof recorded in Volume 1, Page 56, Hidalgo County, Texas.	W0100-00-037-0010-06
2	T-1334-10-C	The West 55.00 feet of Lot 7, Block 3, Yates Addition, an addition to the City of Edcouch.	Y0500-00-003-0007-10
3	T-724-10-G	TR. 1: Lot 14, Block 96, Original Townsite of Hargill.	H1200-00-096-0014-00
4	T-1260-11-F	TR. 1: Lot 89, Kenyon Estates Subdivision, an addition to the City of Edinburg.	K2800-00-000-0089-00
5	T-1260-11-F	TR. 2: Lot 90, Kenyon Estates Subdivision, an addition to the City of Edinburg.	K2800-00-000-0090-00
6	T-0838-12-I	Lot 8, Block 291, City of Edinburg.	E3300-00-291-0008-00
7	T-724-10-G	TR. 2: The West 10 acres of Lot 11, Block 67, Capisallo District, according to the map or plat thereof recorded in Volume P, Pages 226-227, Save and Except that tract conveyed to the City of Mercedes in that Deed dated April 28, 1995 recorded in Document No. 462135, more particularly described as Tract 1 in that Deed dated February 18, 2005 recorded in Document No. 1443325, Official Records, Hidalgo County, Texas.	C1400-00-067-0011-01
8	T-662-10-J	The South 8.10 acres, more or less, out of Lot 4, Block 66.	C1400-00-066-0004-00
9	T-413-10-A	The North 50 feet of Lot 6, Block "C", Cinco De Mayo Ranch.	C4450-00-00C-0006-00
10	T-591-08-F	Lots 7 and 8, Block 135, Huisache Subdivision of Lot "C".	H5150-00-135-0007-00
11	T-1903-09-B	TR. 1: 1.33 acres, more or less, out of the South 5.00 acres of the East 15.00 acres of Lot 73, Kelly-Pharr Subdivision.	K2400-00-000-0073-15
12	T-1903-09-B	TR. 2: 1.25 acres, more or less, out of the South 5.00 acres out of the East 15.00 acres of Lot 73, Kelly-Pharr Subdivision.	K2400-00-000-0073-16
13	T-1043-10-D	Lot 16, Block 1, Evans Subdivision, a Re-Subdivision of the South 470 feet of Lot 316 of the Kelly-Pharr Subdivision of Porciones 69 and 70.	E8100-00-001-0016-00
14	T-1046-10-G	Lot 32, Block 83, Hackberry Subdivision, an addition to the City of Pharr.	H0450-00-083-0032-00

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER
15	T-1055-10-I	Lot 54, Block 7, Hidalgo Park Addition.	H2650-00-007-0054-00
16	T-2098-12-E	Lot 10, Block 5, Casa Blanca Subdivision, an addition to the City of Pharr.	C2000-00-005-0010-00
17	T-108-11-F	Lot 6 and the West 25 feet of Lot 5, Block 4, Villa Vista, Unit 2, an addition to the City of Weslaco.	V3800-02-004-0005-00
*18	T-169-03-G	Tract No. 1; Lot 26, Block 4, Balli Estates, Hidalgo County, Texas.	B0500-00-004-0026-00
*19	T-169-03-G	Tract No. 2; Lot 27, Block 4, Balli Estates, Hidalgo County, Texas.	B0500-00-004-0027-00
*20	T-169-03-G	Tract No. 3; Lot 28, Block 4, Balli Estates, Hidalgo County, Texas.	B0500-00-004-0028-00
*21	T-169-03-G	Tract No. 4; Lot 29, Block 4, Balli Estates, Hidalgo County, Texas.	B0500-00-004-0029-00
*22	T-959-06-E	Lots 1, and 2, Block 34, Original Townsite, City of Donna, Hidalgo County, Texas.	D6800-00-034-0001-00
*23	T-636-07-E	Lot 115, Hooks Addition, City of Donna, Hidalgo County, Texas.	H4400-00-000-0115-00
*24	T-1534-08-C	The West 1.21 Acres of the South 4.80 Acres of the West 9.10 Acres of the North 17.52 Acres of Tracts "A", "B", and "C", Valley Orchards Subdivision, Hidalgo County, Texas, as Described in Deed Dated May 1, 1966, in Volume 2299, Page 619, Deed Records of Hidalgo County, Texas.	V1300-00-ABC-0000-12
*25	T-1669-09-G	Lot 20, Block 8, Quality Subdivision, Unit 2, an Addition to the City of Donna, Hidalgo County, Texas.	Q2000-02-008-0020-00
*26	T-1668-09-J	Lot 16, Block 4, Palms Addition, an Addition to the City of Donna, Hidalgo County, Texas.	P2400-00-004-0016-00
*27	T-1359-09-A	Lot 28, Block 8, Quality Subdivision, Unit 2, a Subdivision in Hidalgo County, Texas.	Q2000-02-008-0028-00
*28	T-1357-09-J	Lot 9, Block 6, Colonia Plaza Subdivision, a Subdivision in Hidalgo County, Texas.	C7650-00-006-0009-00
*29	T-348-10-C	Lot 1, Block 11, Ruthven Addition, an Addition to the City of Donna, Hidalgo County, Texas.	R4700-00-011-0001-00
*30	T-1797-11-J	0.177 Acre, More or Less, Situated in Block 100, Lott Town and Improvement Company's Subdivision, Hidalgo County, Texas, as Described in Deed Dated October 31, 1962, in Volume 1049, Page 59, Deed Records of Hidalgo County, Texas.	L0250-00-100-0000-05

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER
*31	T-0537-12-F	Lots 30 and 31, Miller Subdivision, an Addition to the City of Donna, Hidalgo County, Texas.	M4250-00-000-0030-01
*32	T-0560-12-E	Lots 5 and 6, Block 7, Colonia Plaza, a Subdivision to the City of Donna, Hidalgo County, Texas.	C7650-00-007-0005-00
*33	T-0472-12-J	Lot 1, M. W. Boyce Subdivision #6, an Addition to the City of Donna, Hidalgo County, Texas.	B3950-06-000-0001-00
*34	T-0464-12-A	Lot 3, Southeast Addition, an Addition to the City of Donna, Hidalgo County, Texas.	S4800-00-000-0003-00
*35	T-0115-12-J	Lot 150, Hooks Subdivision, a Subdivision to the City of Donna, Hidalgo County, Texas.	H4400-00-000-0150-00
*36	T-674-10-F	Lot 13, Block 13, Original Townsite, Hidalgo County, Texas.	L6700-00-013-0013-00
*37	T-2024-11-C	Lot 13, Block 7, Original Townsite Hidalgo County, Texas.	L6700-00-007-0013-00
*38	T-788-11-C	Lot 11, Kenyon Estates Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas.	K2800-00-000-0011-00
*39	T-1774-12-B	Lot 9, Block 17, Lull, Hidalgo County, Texas.	L6700-00-017-0009-00
*40	T-0306-12-B	Part of the West 1/2 of Lot 8, Section 274, Texas-Mexican Railway Companies Survey, as Described in Volume 3071, Page 10, and Carried on the Tax Roll as 2.22 Acres Net, More or Less, out of the Northwest 3.22 acres, Northwest of RR, out of Lot 8, Section 274, Tex-Mex Survey, Hidalgo County, Texas.	T2100-00-274-0008-02
*41	T-0855-12-E	Lot 4, Block 287, Original Townsite of Edinburg, Hidalgo County, Texas.	E3300-00-287-0004-00
*42	T-0836-12-I	Lot 14, Block 1, Gateway City Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas.	G2500-00-001-0014-00
*43	T-3216-12-E	All that Certain Tract of Land Situated in Unused Missouri Pacific Railroad Company Right-Of-Way out of Lots 39 and 40, Block 3, C. E. Hammond's Subdivision, Described as 5.86 Acres, More or Less, in a Deed Dated November 18, 1988, in Clerk's File #286573, SAVE & EXCEPT However, That Certain 0.64 Acre Tract Described in Clerk's File #457945, Official Records of Hidalgo County, Texas, Leaving Herein a Residue of 5.22 Acres, More or Less.	H0850-03-003-0040-01
*44	T-1164-09-H	A Tract of Land out of A 2.95 acre Tract out of Lot 5, Lying North of Spur 241, Tejon Land and Water Company Subdivision, as Described in Clerk's File No. 752634, Official Records of Hidalgo County, Texas, SAVE AND EXCEPT 2.0 Acres, More or Less, Described in Clerk's File No. 908403, Official Records of Hidalgo County, Texas, Leaving a Residue of 0.95 Acres, More or Less.	T1400-00-001-0005-17

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER
*45	T-1357-04-G	Lot 14, Basham Subdivision, Hidalgo County, Texas.	B1900-01-000-0014-00
*46	T-1988-11-E	Lot 29, Basham Mobile Home Subdivision No. 19, a Subdivision in Hidalgo County, Texas.	B1930-19-000-0029-00
*47	T-749-09-J	Lot 14, Tico Acres Subdivision #1, Hidalgo County, Texas.	T4600-01-000-0014-00
*48	T-1415-07-H	The South 240 Feet of that Certain 7.97 Acres, More or Less, Being a Portion of Farm Tract 3015, North Capisallo District Subdivision, Hidalgo County, Texas, as Described in Deed Dated June 5, 1992, in Clerk's File #704541, Deed Records of Hidalgo County, Texas.	N3400-00-000-3015-06
*49	T-485-11-I	Lot 24, Block 1, Sunrise Subdivision, a Subdivision in Hidalgo County.	S7260-00-000-0024-00
*50	T-2523-12-J	0.357 Acres, More or Less, out of Lot 8, Block 81, Campacuas Addition to the Capisallo District, a Subdivision Situated in the American Rio Grande Land and Irrigation Company, as Described in Deed Dated June 8, 1979, in Volume 1627, Page 807, Official Records of Hidalgo County, Texas.	C1400-00-081-0008-00
*51	T-203-11-C	1.00 Acre, More or Less, out of Lot 7, Block 40, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as Described in Deed Dated June 30, 1997, in Clerk's File #608184, Official Records of Hidalgo County, Texas.	A1800-00-040-0007-06
*52	T-2289-09-E	Tract 1; The South 3.0 Acres, More or Less, Out of 7.4336 Acres, More or Less, Being a Portion of Lot 9, Block 36, Alamo Land and Sugar Company Subdivision; SAVE AND EXCEPT 0.50 Acre, More or Less, for Improvements, Leaving a Residue of 2.50 Acres. Tract 2; The North 4.47 Acres, More or Less, Out of 7.4336 Acres, More or Less, Being a Portion of Lot 9, Block 36. Tract 3; 0.50 Acres, More or Less, for Improvements Out of the South 3.0 Acres, More or Less, Out of 7.4336 Acres, More or Less, Being a Portion of Lot 9, Block 36.	A1800-00-036-0009-08, A1800-00-036-0009-11 & A1800-00-036-0009-12
*53	T-861-04-F	The South One-Half of the East one-half of Lot 7, Block 7, Original Townsite of Pharr.	P6400-00-007-0007-00
*54	T-1511-10-H	The West One-Half of Lot 4, Block 6, Original Townsite, City of Pharr, Hidalgo County, Texas.	P6400-00-006-0004-00
*55	T-290-09-C	The South 1/2 out of Lot 8, R.S.W. Incorporated, Unit 1, Hidalgo County, Texas.	R0250-01-000-0008-00
*56	T-1736-11-C	Lot 63, Shuford Subdivision, an Addition to Hidalgo County, Texas.	S3300-00-000-0063-00
*57	T-1015-11-C	0.548 Acre, More or Less, out of Lot 8, Block 6, John Closner Subdivision of Porciones 71 and 72, a Subdivision as Described in Deed Dated March 10, 1989, in Volume 2728, Page 637, Official Records of Hidalgo County, Texas.	J5700-00-006-0008-04

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER
*58	T-198-11-A	Lot 56, Alta Vista Subdivision of Block "O", Townsite of San Juan, Hidalgo County, Texas.	A3200-00-000-0056-00
*59	T-2657-12-J	Lot 4, Block 2, Palma Subdivision, a Subdivision to the City of San Juan, Hidalgo County, Texas.	P2600-00-002-0004-00
*60	T-2650-12-C	Lot 58, Sun Valley Estates Subdivision, an Addition to the City of San Juan, Hidalgo County, Texas.	S6965-01-000-0058-00
*61	T-2624-12-D	Lot 17, Pecan Estates No. 4, an Addition to the City of San Juan, Hidalgo County, Texas.	P5000-04-000-0017-00
*62	T-2598-12-F	Lot 24, Monte Grande Estates, an Addition to the City of San Juan, Hidalgo County, Texas.	M5947-01-000-0024-00
*63	T-1902-12-F	The East 5 feet of Lot 15, All of Lot 16 and the West 5 feet of Lot 17, Block 23, San Juan Original Townsite, Hidalgo County, Texas.	S1000-00-023-0015-00
*64	T-1643-12-D	Lot 1, Block 2, Original Townsite of San Juan, Hidalgo County, Texas.	S1000-00-002-0001-00
*65	T-1321-12-I	Lot 32, San Juan Del Norte Subdivision, Phase I, an Addition to the City of San Juan, Hidalgo County, Texas.	S0810-00-000-0032-00
*66	T-1243-12-I	Lot 1, Dos Arbolitos Subdivision, Phase I, an Addition to the City of San Juan, Hidalgo County, Texas.	D7111-01-000-0001-00
*67	T-1232-12-E	0.36 Acres, More or Less, out of Lot 13, Block 47, Alamo Land & Sugar Company's Subdivision of Porcion 72, Los Torritos, Santa Ana and El Gato Grants, Hidalgo County, Texas, Said 0.36 Acres Described in Deed Dated September 19, 2003 in Clerk's File No. 1276076, Official Records of Hidalgo County, Texas.	A1800-00-047-0013-13
*68	T-1226-12-F	Lot 94, Dominique Estates Addition, an Addition to the City of San Juan, Hidalgo County, Texas.	D6500-00-000-0094-00
*69	T-0691-13-J	Lot 47, Citriana Village Subdivision, an Addition to the City of San Juan, Hidalgo County, Texas.	C4560-00-000-0047-00
**70	T-577-03-A	Lot 5 Valle De Palmas Subdivision.	V0575-01-000-0005-00
**71	T-577-03-A	Lot 6 Valle De Palmas Subdivision.	V0575-01-000-0006-00
**72	T-818-10-F	Lot 6 Block 119, Original Townsite, City of Mercedes.	M3550-00-119-0006-00
**73	T-1081-10-G	Lot 25, Block 168, J.F Moore Addition, City of Mercedes.	M3550-00-168-0025-00

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER
**74	T-1607-11-G	Lots 3, 4 and 5, Block 1, La Gloria Heights Subdivision, City of Mercedes.	L1000-00-001-0003-00
**75	T-1406-11-H	Lot 6 of the D. Maklary Subdivision of Block 158, Original Townsite Addition, City of Mercedes.	M3550-00-158-0006-00
**76	T-2093-11-C	Lot 21, Cynthia Subdivision, City of Mercedes.	C9850-00-000-0021-00
**77	T-2137-11-G	Lot 4, McNeil Subdivision of the South 1/2, Block 148, City of Mercedes, Hidalgo County, Texas.	M3550-00-148-2004-01
**78	T-0347-12-C	Lot 12, Block 1, Rodel Addition, an Addition to the City of Mercedes, Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 10, Page 50, Map Records of Hidalgo County, Texas.	R3550-00-001-0012-00

*= 06/02/2015 Tax Resale

**= City Of Mercedes Private Bids