



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
August 9, 2016
9:45 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 in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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 -55685** Resolution in Honor of Oscar Salazar for years of Service with the Hidalgo County Drainage District No.1.
7. **AI -55632** Acceptance and approval to exercise the Drainage District's option to extend the professional services contract with **South Texas Land Investigations**, for an additional one (1) year (final) under same rates, terms and conditions for "Title Report Services in connection to the Acquisition of Land and Disposition of District Owned Property" (Contract # HCDD1-14-023-09-09).
8. **AI -55722** Requesting approval to enter into a 36 month lease agreement with Apple Financial Services through the District's membership with the Texas Department of Information Resources DIR Contract No. DIR-SDD-2068 for the lease of two (2) MacBook Pro 15-inch with Retina Display Laptops in the amount of \$126.57 per month.
9. **AI -55694** Approval for District Manager to consent to Non-Objective letter for Electric Transmission Texas concerning easement Being A 7.160 - Acre Tract of Land out of Lots 18, 19, & 20, Block "A" Retama Acres Subdivision.

- 10. **AI -55692** In accordance with section 791.001 of the Texas Government Code, requesting approval of Inter-Local Agreement between Hidalgo County Drainage District No.1 and Hidalgo County, Texas, as it relates to Mile 6 West & Mile 14 Area Drainage Improvement Project / El Obispado Subdivision.

- 11. **AI -55766** Approval of Inter-local Agreement between the Hidalgo County Drainage District No. 1, and County of Hidalgo, authorizing the purchase, assignment, and transfer of engineering and appraisal services provided under contracts between Hidalgo County and TEDSI Infrastructure and Leonel Garza, Jr. & Associates LLC for the J-09 Drainage Project.

- 12. **AI -55754** Request approval to amend IBWC amended permit No. LSF/G 730 for the Pharr McAllen Drain to add an outfall at the Main Flood Water Way and to give the General Manager authorization to execute document.

- 13. **AI -55762** A. Request approval to create one (1) Tire Repair Specialist from the Maintenance & Operations Budget and set Salary at \$31,255.00.
 B. Request approval of Revised Salary Schedule and Budget Amendment to fund new position through the end of 2016 in the amount of \$19,940.91

- 14. **AI -55780** Requesting approval and execution of Right of Entry to property owned by San Mateo Investments, LLC as it relates to parcels out of lots 3,4, and 6 Section 250 Texas Mexican Railway Companies Survey Hidalgo County Texas Volume 2 page 29 HCMR

- 15. **AI -55775** Presentation of bids received with the purpose of award and approval to execute Construction Contracts with multiple vendors submitting the lowest and best bids, meeting specifications as recommended by project Engineer Mr. Jorge A. Gonzalez, P.E., Hidalgo County Drainage District No. 1, for "Hidalgo County Precinct No. 1 -Mile 6 West & Mile 14 North Area Drainage Improvements Project" (RFB No. HCDD1-16-031-07-13)

-BID AWARD RECOMMENDATION:				
	COMPANY NAME	PROJECT PORTION	AMOUNT	CONTRACT No.
a.	Jimenez Engineering Solutions d/b/a International Consulting Engineers (ICE)	-Base Bid -Add Alternate No. 4 -Add Alternate No. 6	\$433,027.00	C-HCDD1-16-031A-08-09

b.	RDH Site & Concrete, LLC	-Add Alternate No. 7 -Add Alternate No. 9 -Add Alternate No. 10	\$343,525.00	C-HCDD1-16-031B-08-09
TOTAL PROJECT AWARD:			\$766,552.00	

16. **AI -55696** Requesting approval of Closing Documents as it relates to Parcel 51 J-09 Project.

17. **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**
- C. **AI -55759** Cause No. C-0099-16-J; In Re: Hidalgo County Drainage District Number One, petitioner; In the 430th Judicial District, Hidalgo County, Texas

18. **Open Session:**

- A. **Real Estate Acquisition**
- B. **Pending and/or Potential Litigation**
- C. **AI -55760** Cause No. C-0099-16-J; In Re: Hidalgo County Drainage District Number One, petitioner; In the 430th Judicial District, Hidalgo County, Texas

19. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

20. **Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

21.

Adjourn

AI -55685

6.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Resolution in Honor of Oscar Salazar for years of Service with the Hidalgo County
Drainage District No.1.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2016 03:46 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Jaime Salazar		Started On: 08/03/2016 02:22 PM
Final Approval Date: 08/05/2016		

AI -55632

7.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Acceptance and approval to exercise the Drainage District's option to extend the professional services contract with **South Texas Land Investigations**, for an additional one (1) year (final) under same rates, terms and conditions for "Title Report Services in connection to the Acquisition of Land and Disposition of District Owned Property" (Contract # HCDD1-14-023-09-09).

BACKGROUND

Fiscal Impact

Attachments

Extension Notice-HB1295-Updated Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2016 01:59 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Moises Salazar		Started On: 07/28/2016 04:21 PM
Final Approval Date: 08/05/2016		



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

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

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

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

July 26, 2016

South Texas Land Investigations
Attn: Jorge A. Lopez, Owner
3111 W. Freddy Gonzalez, Dr.
Edinburg, TX 78539

Re: Contract Extension Notice for: "Title Report Services in connection to the Acquisition of Land and Disposition of District Owned Property".
Contract # HCDD1-14-023-09-09

Dear Mr. Lopez:

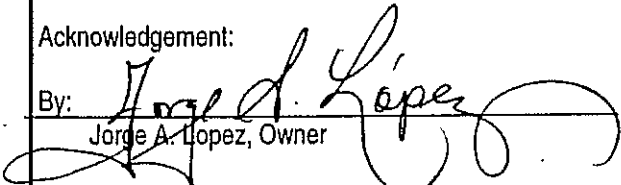
This is to notify you that the Hidalgo County Drainage District No. 1 will be requesting the District's Board of Directors to consider exercising the District's sole option to extend your contract for the additional and final One (1) year under same rates, terms, and conditions, as provided in the current contract.

In order for the District to process the extension, you must provide the following:

1. Texas Ethics Commission HB Form 1295 (sample enclosed).
As of January 1, 2016 the Texas Ethics Commission requires Form 1295 be filed online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. For box 3 of Form 1295, enter the Contract No. HCDD1-14-023-09-09(Ex.1-Final). Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a public notary and submitted to our office by the deadline stated below. Failure to timely submit the notarized Form 1295 may result in delay of contract extension.
2. Updated Certificate of Insurance.

An agenda item will be placed in the Board of Directors Meeting of August 2, 2016 to request the approval of this extension. The signed, and notarized "HB Form 1295", updated Insurance, and this "Extension Notice" must be received in our office via email to: moises.salazar@hcdd1.org or in person, *by no later than Thursday, July 28, 2016.*

Acknowledgement:

By: 
Jorge A. Lopez, Owner

Date: July 28, 2016

Hidalgo County Drainage District No. 1 welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the District at 956/292-7080.

Sincerely,


Moises Salazar, Procurement Manager

Enclosures Visit Hidalgo County Drainage District No. 1 on the web at www.co.hidalgo.tx.us

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AFFIDAVIT

TO: HIDALGO COUNTY DRAINAGE DISTRICT #1

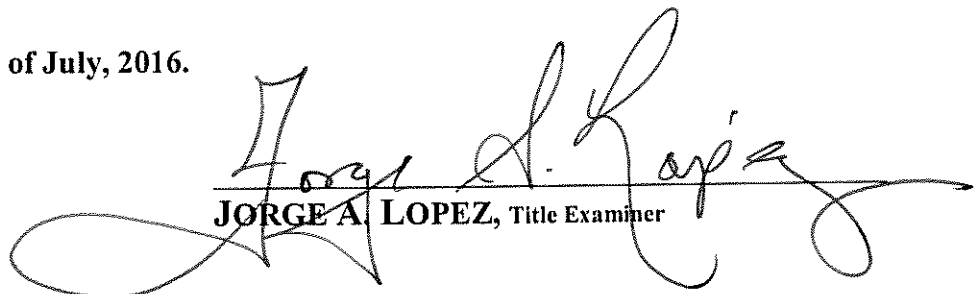
Before me a Notary Public for the State of Texas and Hidalgo County on this 28th day of July 2016, appeared **JORGE A. LOPEZ** and stated the following:

My name is **JORGE A. LOPEZ** and I am doing business as **SOUTH TEXAS LAND INVESTIGATIONS** and I am performing work as an independent contractor without employees, therefore: I am not entitled to workers compensation benefits from the State of Texas.

I understand that if I have any employees working for me, I must maintain workers compensation insurance on them. Contractor further understands that in the event it becomes necessary to hire employees in the performance of conducting business with **HIDALGO COUNTY DRAINAGE DISTRICT #1**, a workers compensation policy be provided to ensure compliance with the State of Texas laws.

Contractors are strictly liable for any actions brought for non-compliance with adherence to workers compensation law.

Signed this 28th. day of July, 2016.



JORGE A. LOPEZ, Title Examiner

STATE OF TEXAS

COUNTY OF HIDALGO

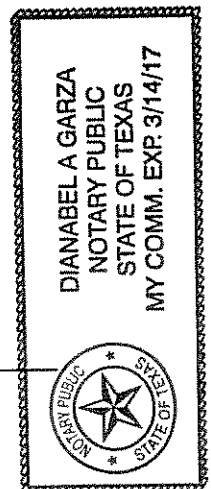
This instrument was acknowledged before me on the 28th. day of July, 2016, by **JORGE A. LOPEZ**.

My commission expires on:

03-14-2017



Notary Public, State of Texas



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-92104

Date Filed:
07/28/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SOUTH TEXAS LAND INVESTIGATIONS
EDINBURG, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HCDD1-14-023-09-09
TITLE REPORT SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

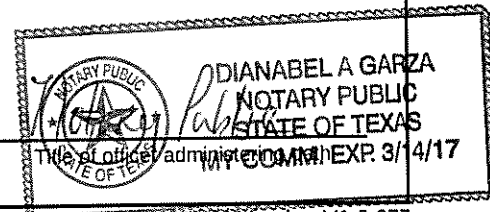
Jorge A. Lopez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jorge A. Lopez, this the 28 day of July, 2016, to certify which, witness my hand and seal of office.

Dianabel A Garza
Signature of officer administering oath

Dianabel A Garza
Printed name of officer administering oath





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
 1305 SOUTH CLOSER
 P O BOX 1198
 EDINBURG TX 78539

CONTACT NAME: **Jack Holt**
 PHONE (A/C, No, Ext): **956-383-0117** FAX (A/C, No): **956-383-0195**
 E-MAIL ADDRESS: **almag59@sbcglobal.net**

INSURED
SOUTH TEXAS LAND INVESTIGATIONS
 C/O JORGE A LOPEZ
 3111 WEST FREDDY GONZALEZ DRIVE
 EDINBURG TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : STARR INDEMNITY & LIABILITY COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 9189

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			1000358497151	03/20/16	03/20/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1000358497151	03/20/16	03/20/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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

Attention: g.g@hcdd1.org

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jack Holt

AI -55722

8.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to enter into a 36 month lease agreement with Apple Financial Services through the District's membership with the Texas Department of Information Resources DIR Contract No. DIR-SDD-2068 for the lease of two (2) MacBook Pro 15-inch with Retina Display Laptops in the amount of \$126.57 per month.

BACKGROUND

Agreement was reviewed and approved as to form by Legal. Form HB1295 will be obtained upon approval of agreement by the Board and before issuing a purchase order.

Fiscal Impact

Attachments

Lease Agreement with Apple

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 11:07 AM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Moises Salazar		Started On: 08/04/2016 04:04 PM
Final Approval Date: 08/05/2016		

Master Lease Agreement

Master Lease Number:

Lessee (Leasing Customer) – Use exact registered name if a corp., LLC or LP Hidalgo County Drainage District #1	Lessee's Chief Executive Office – Street 1001 S 10th Ave			City Edinburg
Tax ID #	State TX	County	Zip Code 78539-5513	Lessee's Telephone

In this Master Lease Agreement ("Master Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us," "Our" and "Lessor" mean Apple Financial Services "Schedule" means the form of lease schedule attached hereto as Exhibit A. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. **This Master Agreement, together with each Schedule entered into pursuant hereto and the related and supporting documents entered into directly with Us in connection with the transaction represented in a Schedule ("Other Documents"), represent the final and only agreement between You and Us regarding the leasing of the Equipment identified in such Schedule and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us. Neither this Master Agreement nor any Schedule may be changed except by a written agreement between You and Us. Other agreements not stated in this Master Agreement, Schedules and Other Documents (including those contained in any purchase agreement or order between You and the Supplier) are not binding on Us.**

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents your agreement to lease from Us the equipment listed therein (together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs) (the "Equipment"), upon the terms stated in such Schedule and this Master Agreement. Each Schedule shall be substantially in the form of Exhibit A and shall be deemed to be a separate lease transaction (a "Lease") between You and Us. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. After You sign a Schedule, We may (i) insert the Lease number thereon and any other information missing in such Schedule, and (ii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost or tax amount, or a payment miscalculation. No Schedule is binding on Us until We sign it. If You are other than a sole proprietorship, Your signature on this Master Agreement and on each Schedule constitutes Your representation that the execution and delivery by You of this Master Agreement, the Schedule and the Other Documents, and the performance of Your obligations hereunder and thereunder, have been authorized by all necessary company action, and that the person(s) signing this Master Agreement, the Schedule and the Other Documents has been duly authorized to do so.

2. UNCONDITIONAL OBLIGATION TO PERFORM. With respect to each Schedule, You agree that: (a) You, not We, selected the Equipment and the Supplier, (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), the Vendors are NOT Our agents, and no statement, representation or warranty by any Vendor is binding on Us, (c) Your duty to perform Your obligations under the Master Agreement and the Schedule is unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition whatsoever, (d) if You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from fully performing Your payment and other obligations to Us, and (e) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform your payment and other obligations to Us.

3. ORIGINAL TERM; END OF TERM OPTIONS; RENEWAL PROVISIONS. The original term of each Lease represented by a Schedule will begin on a date designated by Us after We accept such Schedule (the "Commencement Date") and will continue for the number of months shown in the Schedule ("Original Term"). As used herein, "Present Term" means the term presently in effect, whether it is the Original Term or a Renewal Term (as defined below). With respect to each Schedule, unless You notify Us in writing at least 90 days but not more than 120 days before the end of a Present Term that, at the end of such Present Term, You intend to (i) return the Equipment, or (ii) exercise the purchase option, if any, specified in the Schedule, then: (a) the Schedule will automatically renew for an additional three-month Term (each, a "Renewal Term"), and (b) the Lease Payment amount and the other terms of the Schedule and of this Master Agreement and Other Documents will continue to apply. If You do notify Us in writing within the time set forth above that You intend to return the Equipment or purchase the Equipment at the end of such Present Term, then, immediately upon the expiration of such Term, You shall return the Equipment subject to the Schedule pursuant to Section 13 of this Master Agreement or purchase the Equipment pursuant to Section 10 of the Schedule, as applicable.

4. ACCEPTANCE OF EQUIPMENT; LEASE PAYMENTS. With respect to each Schedule, You will inspect and test the operation of the Equipment upon its delivery and You will notify Us within ten (10) days of delivery if the Equipment is not satisfactory. **YOU AGREE THAT IF YOU FAIL TO NOTIFY US THAT THE EQUIPMENT IS NOT SATISFACTORY WITHIN TEN (10) DAYS OF DELIVERY THEN THE EQUIPMENT SHALL BE IRREVOCABLY AND UNCONDITIONALLY ACCEPTED BY YOU.** If requested, You will sign a separate Equipment delivery and acceptance certificate for each Schedule. We may at Our discretion verify by telephone such information regarding delivery and acceptance of the Equipment as we deem appropriate and any such telephone verification of Your acceptance will have the same effect as a written delivery and acceptance certificate signed by You. With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment delivery date (i.e. the date of the related delivery and acceptance certificate) and the Commencement Date. This prorated or partial payment will be based on the Lease Payment shown on the related Schedule prorated on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided for herein are payable in advance periodically as stated herein and therein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and then to the current amount due, in such order as We determine. We may add finance charges to any amount We advance on Your behalf, including, without limitation, taxes and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of the final Present Term of the applicable Schedule. **If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid.** If any check is dishonored, You shall pay Us a fee of \$20.00.

5. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location designated in the applicable Schedule unless You first get Our permission. You shall give Us access to each Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date of the applicable Schedule. **We will own and have title to all Equipment (excluding any software) throughout the Term of each Schedule.** If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under the applicable Lease. You agree that all Equipment is and shall remain personal property. You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind whatsoever. **You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes.** You shall use all Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("**Good Condition**").

6. NO WARRANTIES; FINANCE LEASE. WITH RESPECT TO EACH SCHEDULE, WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the transaction represented by each Schedule is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, **You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522.** If it is determined that the transaction represented by any Schedule is other than a "lease" as defined in Article 2A, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. With respect to any one or more Schedules, You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract(s), if any, by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, **without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Vendor(s).**

NO SCHEDULE MAY BE TERMINATED EARLY. THE TERMS OF THIS MASTER LEASE ARE CONTINUED ON THE REVERSE OR NEXT PAGE →

Apple Financial Services	Customer: Hidalgo County Drainage District #1
(Date)	By: X / (Date)
	Print Name: _____ Title: _____

7. LIABILITY; INDEMNIFICATION. We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), liabilities, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters.

8. LOSS; DAMAGE; INSURANCE. You shall, during the Term, (i) bear the risk of loss and damage to all Equipment leased under all Schedules and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep all Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of each Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. **If You do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Schedule, or if such Insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge You a periodic Insurance Charge for such Other Insurance.** The Insurance Charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, billing and tracking fees, charges for Our processing costs associated with the Other Insurance, and other related fees. We and/or one or more of Our affiliated companies or agents will receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain and may cancel Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. YOU SHALL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR OTHERWISE ENCUMBER (collectively, "Transfer") THIS MASTER AGREEMENT OR ANY SCHEDULE, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interests in this Master Agreement, any one or more Schedules and/or any or all Equipment leased thereunder, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments and license and registration fees and other governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Governmental Charges"). We may periodically bill you for, and You agree to promptly pay, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges when and as they may become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. With respect to each Schedule, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements and a fee for each filing and (ii) a processing fee of \$75.00 for each Lease to cover Our investigation, documentation and other administrative costs in originating the Lease. **You agree that the fees set forth in this Master Agreement and in the Schedules may include a profit component.**

11. SAVINGS CLAUSE. If it is determined that any amount charged or collected with respect to a Lease is greater than the amount allowed by law, including, without limitation, any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be applied to any amount then due and owing by You with respect to such Lease, adjusted to conform with applicable law, or, if there is no such amount then due and owing by You, will be refunded to You.

12. DEFAULT. You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us, You fail to pay any amount within 15 days of the due date or fail to perform or observe any other obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule and any one or more Lease(s) represented by any other Schedules, (B) require You to return the Equipment leased under any one or more Schedule(s) pursuant to Section 13 of this Master Agreement, (C)

take possession of and/or render unusable the Equipment leased under such Schedule(s), and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) with respect to any one or more Schedules, require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all Lease Payments for the then-remaining Present Term(s) of such Schedules plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment with respect to any Schedule, We shall give You a credit against the Balance Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under the Lease shall not constitute a waiver thereof.

13. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Schedule, You shall, at Your expense, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 5 of this Master Agreement). If You are required to return the Equipment under Section 12 of this Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3 of this Master Agreement, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the then Present Term, (ii) if it is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received and accepted by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$250.00 promptly upon demand. If You are required to return the Equipment under any provision of this Master Agreement and it is not in Good Condition when it is received by Us, You agree to pay Our reasonable costs that We incur in connection with repairing or restoring the Equipment to Good Condition (as defined in Section 5 of this Master Agreement).

14. APPLICABLE LAW; VENUE; JURISDICTION. Each Lease shall be governed by, enforced and construed in accordance with the laws of the state of Lessor's principal place of business or, with respect to any Lease that Lessor assigns to a New Owner, the laws of the state of the New Owner's principal place of business, and any dispute concerning a Lease shall be adjudicated in a federal or state court in such state or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or the New Owner. You hereby irrevocably submit generally and unconditionally to the jurisdiction of such courts and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** Each provision of this Master Agreement and of each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Lease.

15. MISCELLANEOUS. You represent and covenant to Us that this Master Agreement is, and each Schedule will be, enforceable against You in accordance with its terms, and You acknowledge that this representation and covenant was a material inducement to Us to acquire the Equipment to be leased under each Schedule and to enter into this Master Agreement and each Schedule. This Master Agreement and any one or more Schedules may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Master Agreement, and You agree that a facsimile or other copy of this Master Agreement and of any Schedule and Other Document containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Master Agreement, any Schedule and Other Document. You waive notice of receipt of a copy of this Master Agreement, any Schedule and Other Document with Our original signature.

Lessee's Initials:

Exhibit A

Equipment Lease Schedule No. 1

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the ____ day of _____, _____, by and between Apple Financial Services (hereinafter "We," "Us" or "Our") and Hidalgo County Drainage District #1 (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. _____ (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. This Schedule may not be changed except by way of a written agreement between You and Us. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment. This Schedule may not be modified except in a writing signed by You and Us.

- 1. We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment – INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)

See attached Schedule A

- 2. Equipment Supplier: Apple Financial Services
3. Equipment Location Address: 902 N Doolittle Rd , Edinburg, TX 78542-7470
4. Original Term: 36 Months
5. Commencement Date of this Lease: _____
6. Lease Payment Option: \$126.57 per: [X] Month [] Quarter [] Year [] Other:

- 7. Check here [] if Lease Payment amount includes sales/use tax
8. \$0.00 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the: [] First Lease Payment [] First and Last Lease Payments [X] Other: Zero advance payments, payments due in arrears

9. Security Deposit: \$ _____

- 10. Purchase Option at end of Original Term: [] None [X] Fair Market Value as of end of Original Term [] One Dollar (\$1.00) [] Other:

The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, as of the end of the Original Term.

- 11. This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is non-cancelable and may not be terminated early.

Apple Financial Services

You: Hidalgo County Drainage District #1

By: X _____

By: X _____

Date: _____

Name (Print): _____

Title: _____

Date Signed: _____

SCHEDULE "A"

Hidalgo County Drainage District #1

Quantity	Manufacturer	Description
2	Apple	MacBook Pro 15-inch with Retina Display:2.5GHz Quad-core Intel Core i7

Lessee: Hidalgo County Drainage District #1

Signature: _____

Title: _____



Apple, Inc.

SHIP TO:

MIKE RAMIREZ KANTO
 MIKE.KANTO@HCDD1.ORG
 HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

PREPARED BY:

Hai Do
 sales_administration@apple.com

Quote Texas6746-02	Quote Date 6/15/2016	Valid Until 7/15/2016	Customer #	SEA #
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GOV
 This quote is a pricing reference and is not available online.
 Create your own quote with equivalent pricing and order online at
 ecommerce.apple.com

Item Description	Est. Ship	Part Number	Item Price	Qty	Disc Price	Extended Price
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TX Contract DIR-SDD-2068

MacBook Pro 15-inch with Retina Display: 2.5GHz Quad-core Intel Core i7	In Stock	MJLT2LL/A	\$2,272.00	2		\$4,544.00
Processor: (065-C329) - 2.5GHz Quad-core Intel Core i7, Turbo Boost up to 3.7GHz Memory: (065-C32D) - 16GB 1600MHz DDR3L SDRAM Storage: (065-C32K) - 512GB PCIe-based Flash Storage Graphics: (065-C32G) - Intel Iris Pro Graphics + AMD Radeon R9 M370X with 2GB GDDR5 memory Force Touch Trackpad: (065-C32H) - Force Touch Trackpad Keyboard and Documentation: (065-C336) - Backlit Keyboard (English) / User's Guide (English)						

Subtotal	\$4,544.00
Tax Exempt	
Est Shipping	
Total	\$4,544.00

SUGGESTED OPTIONS:	Est. Ship	Part Number	Item Price	Qty	Disc Price	Extended Price
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AppleCare Protection Plan for MacBook Pro 15"/17" - Auto Enroll	In Stock	S3131LL/A	\$239.00	2		\$478.00
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Suggested Items **\$478.00**

The entire contents of this publication are Copyright (C) 2007, 2008 by Apple Inc. As a condition of receiving this document, you agree that you will not duplicate, download to a database, transmit electronically, or disseminate by any means whatsoever any portion of this document to anyone other than employees of your company, nor will you use any information in this document other than as necessary to transact business with Apple Inc.

Addendum to Purchase Order and Conditions of Credit Approval

To: Hidalgo County Drainage District #1

From: Apple Financial Services

Approval Date: 07/19/16

Expiration Date: 09/17/16

Approval Amount: \$4,544.00

Hidalgo County Drainage District #1 ("Customer") understands and agrees that Apple Financial Services ("Lessor") will issue a Purchase Order(s) to the vendor(s) listed below for the product described in the lease or any schedule(s) attached to the lease (the "Product") pursuant to Customer's specific request. If for any reason within 10 days from the date of delivery by Vendor(s) of the product covered by the Purchase Order (the "Product") Customer: (i) fails to execute any required lease documents; (ii) does not provide Lessor with (a) written notice of acceptance of the delivered Product, (b) notice that it has returned some or all of the delivered Product only after Vendor(s) has provided written approval in advance of the return or (c) instructions to pay Vendor(s) for the Product; (iii) for any reason decides not to proceed with the lease; or (iv) for any reason defaults on the lease, then the Product shall be deemed accepted by Customer and Vendor(s) shall have recourse directly from Customer for immediate payment in full with respect to the Product, including, without limitation attorneys' fees and costs of collection, and customer indemnifies and holds Lessor harmless against all payment claims from the following vendor(s): **Apple, Inc..**

Apple, Inc. is an intended third party beneficiary of, and authorized to enforce, this Addendum.

Conditions of Credit Approval:

Funding is contingent upon our receipt of original executed lease contracts, executed delivery and acceptance form, verbal verification and any other documents required by Apple Financial Services. Apple Financial Services may revoke this approval at any time prior to funding or in the event of fraud or a material adverse change in the customer's financial condition. This approval will automatically expire on 09/17/16 as stated above. In the event of approval expiration or revocation, Hidalgo County Drainage District #1 is responsible for paying all invoices for assets ordered from any vendor related to this leasing approval.

Apple Financial Services will be issuing the purchase order to the vendors listed above for the items listed on the Schedule "A" of your lease agreement.

By signing this form, I agree that I have not issued, nor will issue a purchase order to the vendors listed above for the equipment and/or software listed on the Schedule "A" of my lease contract.

In the event that you or the any vendor(s) representative changes the ship to address to any address other than 902 N Doolittle Rd, Edinburg, TX 78542-7470 you agree to pay cash to vendor(s) directly and the lease is considered void.

Agreed to and accepted this ____ day of _____, 20__.

Customer: Hidalgo County Drainage District #1

By: _____

Print Name: _____

Title: _____

Non-Appropriation Addendum

Title of lease, rental or other agreement: _____ (the "Agreement")

Lessee/Renter/Customer: Hidalgo County Drainage District #1 ("Customer")

Lessor/Lender/Owner: Apple Financial Services ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

1. **INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
2. **GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
3. **INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.
4. **REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
5. **GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located;
6. **MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): Hidalgo County Drainage District #1		Company (identified above): Apple Financial Services	
By: _____	Date: ____ / ____ / ____	By: _____	Date: ____ / ____ / ____
Print name: _____	Title: _____	Print name: _____	Title: _____
Agreement Number: _____		_____	
Master Agreement Number (if applicable): _____		_____	

IMPORTANT: YOUR ADVANCE PAYMENT CHECK WILL BE USED FOR VERIFICATION OF YOUR CHECKING ACCOUNT. PLEASE FAX A COPY OF THE DOCUMENTS TO: 972-755-8210. THEN RETURN THE ORIGINAL SIGNED DOCUMENTS USING OUR UPS ACCOUNT #RV8392 VIA PRIORITY OVERNIGHT TO Apple Financial Services, 2330 Interstate 30, Mesquite, TX 75150

With the Automatic Payment Plan, all your payments to us will be deducted from your checking account and paid to Apple Financial Services on the payment due date as shown on your regular invoice. Your regular invoice will show the amount to be deducted and the due date.

Enrollment is Easy. Simply....

1. Complete the Authorization Form.
2. Return the Authorization Form to Apple Financial Services.

Customer Name: Hidalgo County Drainage District #1

hereby authorizes to initiate debit entries to our checking account indicated below at the depository named below, hereinafter called "DEPOSITORY", and authorizes the DEPOSITORY to debit the same to such account for amounts due pursuant to the terms of the Agreement(s) dated [redacted] between Hidalgo County Drainage District #1 and Apple Financial Services

Customer Name: Hidalgo County Drainage District #1

Depository Name [redacted]		Branch [redacted]
City [redacted]	State [redacted]	Zip [redacted]
Routing Number [redacted]	Account Number [redacted]	

The authorization is to remain in full force and effect until **Hidalgo County Drainage District #1** has received written notification from us of its termination in such time and in such manner as to afford **Hidalgo County Drainage District #1** and DEPOSITORY a reasonable opportunity to act on it. You agree that a facsimile copy of this agreement bearing signatures may be treated as an original.

Date: _____ Customer Name: _____.

By (Authorized signature for Bank Account) _____.

Title: _____.

Apple Financial Services

CERTIFICATES@apple.finsvs.com

INSURANCE REQUEST FORM

TO: Hidalgo County Drainage District #1

Pursuant to the terms of the lease agreement, the equipment on lease must be insured against All Risk of loss (Property Insurance) and Liability Insurance for Bodily Injury and Property Damage. See Details Below.

Please send a copy of this form to your insurance agent to EMAIL to Apple Financial Services at CERTIFICATES@apple.finsvs.com a BINDER or CERTIFICATE OF INSURANCE which contains the following:

1. Apple Financial Services, its successors and assigns' must be listed as the Lender's Loss Payee and Additional Insured.
2. 'Special Form' including theft (All Risk) replacement cost coverage.
3. Liability insurance must be provided **AS WELL AS** Property insurance
4. Lease number 957102 Red must be listed in the description.
5. The insured address must be 902 N Doolittle Rd , Edinburg, TX 78542-7470
6. Certificate Holder needs to read:
Apple Financial Services and/or its successors and assigns'
2330 Interstate 30
Mesquite, TX 75150

PLEASE NOTE, IF THESE INSTRUCTIONS ARE NOT FOLLOWED IN FULL YOU WILL BE CHARGED IN ACCORDANCE WITH PARAGRAPH 8 OF YOUR LEASE AGREEMENT.

Please provide the information below and return a copy of this form with your lease documents.

Insurance Company: _____

Insurance Agency: _____

Telephone: _____

Contact: _____

Contact Email: _____

Policy Number: _____

Effective Date: _____

How long have you had insurance through this company? _____

Driver's License Form

Please attach a legible copy of your driver's license to this page:

Zimbra

moises.salazar@hcdd1.org

RE: Lease Documents -Hidalgo County -Apple Inc.

From : Steve Crain <scrain@atlashall.com>
Subject : RE: Lease Documents -Hidalgo County -Apple Inc.
To : 'Moises Salazar' <moises.salazar@hcdd1.org>

Thu, Aug 04, 2016 03:28 PM

 2 attachments

The lease agreement is OK.

From: Moises Salazar [mailto:moises.salazar@hcdd1.org]
Sent: Thursday, August 04, 2016 3:12 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Lease Documents -Hidalgo County -Apple Inc.

Mr. Crain,
Attached you will find corrected Lease showing Hidalgo County Drainage District No. 1.

Please advise of additional modifications.

Thank you.

From: "Steve Crain" <scrain@atlashall.com>
To: "Moises Salazar" <moises.salazar@hcdd1.org>
Sent: Thursday, August 4, 2016 2:52:47 PM
Subject: RE: Lease Documents -Hidalgo County -Apple Inc.

The lease documents all state the County of Hidalgo not the Hidalgo County Drainage District No. 1.

From: Moises Salazar [mailto:moises.salazar@hcdd1.org]
Sent: Thursday, August 04, 2016 1:43 PM
To: Crain, Stephen <scrain@atlashall.com>
Subject: Re: Lease Documents -Hidalgo County -Apple Inc.

Hello Mr. Crain,
We are attempting to Lease 2 Laptops MacBook Pro from Apple. Could you please review the attached Lease Agreement.

Appreciate your help.

Thank you.

AI -55694

9.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval for District Manager to consent to Non-Objective letter for Electric Transmission Texas concerning easement Being A 7.160 - Acre Tract of Land out of Lots 18, 19, & 20, Block "A" Retama Acres Subdivision.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2016 08:38 AM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Jaime Salazar		Started On: 08/03/2016 03:46 PM
Final Approval Date: 08/05/2016		

AI -55692

10.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

In accordance with section 791.001 of the Texas Government Code, requesting approval of Inter-Local Agreement between Hidalgo County Drainage District No.1 and Hidalgo County, Texas, as it relates to Mile 6 West & Mile 14 Area Drainage Improvement Project / El Obispado Subdivision.

BACKGROUND

Fiscal Impact

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2016 03:45 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Jaime Salazar		Started On: 08/03/2016 03:26 PM
Final Approval Date: 08/05/2016		

STATE OF TEXAS

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

THIS AGREEMENT is made on this the day of 2016, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, hereinafter referred to as "Drainage District", and **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, District desires to install storm sewers in El Obispado Subdivision which has continually been affected by rain events;

WHEREAS, District has or will execute a construction contract with Jimenez Engineering Solutions LLC, d/b/a International Consulting Engineers to install such storm sewers;

WHEREAS, District in the process of construction of such storm sewers in El Obispado Subdivision will damage approximately thirty seven and six tenth (37.6%) of the roads or streets in El Obispado Subdivision;

WHEREAS, District has or will contract with RDH Site & Construction, LLC to repair damage to the streets and roads in El Obispado Subdivision caused by the installation of such storm sewers;

WHEREAS, County desires to rework and pave the remainder of the streets and roads in El Obispado Subdivision not suffering damage as a result of such storm sewer installation;

WHEREAS, County desires to contribute the sum of Two Hundred Fourteen Thousand Three Hundred Fifty Nine and Sixty one hundredths Dollars (\$214,359.60) for the reworking and paving of the streets and roads in El Obispado Subdivision;

WHEREAS, District and County have agreed to cooperate in the improvements as described herein; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. District shall contract with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers for installation of storm sewers in El Obispado Subdivision and shall also contract with RDH Site & Concrete LLC for repair of streets and roads damaged by the installation of such storm sewers as well as the reworking of the streets and roads

in El Obispo Subdivision not damaged by the installation of such storm sewers.

2. County agrees upon execution of this Agreement to pay District the sum of Two Hundred Fourteen Thousand Three Hundred Fifty Nine and Sixty one hundredths Dollars (\$214,359.60) being sixty two and four tenth percent (62.4%) of the contract sum of the RDH Site and Construction, LLC Contract for the reworking and paving of the streets and roads in El Obispo Subdivision not damaged by the installation of storm sewers.
3. District will coordinate work schedule of the above described contracts to provide for minimal disruption of services, and will use its best efforts to complete the project within _____ () days of the date of this Agreement.
4. Following completion of the work described herein the parties agree that the District will have no responsible for the maintenance of the streets and roads in El Obispo Subdivision.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and County, and not otherwise.
9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES

HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to District: Hidalgo County Drainage District No. 1
Attention: Raul Sesin
902 N. Doolittle Road
Edinburg, Texas 78539

If to County: Hidalgo County, Texas
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539

With copy to: Commissioner A.C. Cuellar, Jr., Precinct No.1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

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

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

other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by District and Hidalgo County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

**HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1**

ATTEST:

By: _____
Ramon Garcia, Board of Directors

Arturo Guajardo, Jr.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Raul Sesin, District Manager

By: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project wherein District and County have or will execute a construction contract with Jimenez Engineering Solutions LLC, d/b/a International Consulting Engineers to install and improve storm sewers in El Obispado Subdivision which has continually been affected by rain events within the municipal limits of District and County jurisdiction through an interlocal Cooperation Agreement to be entered with Hidalgo County Drainage District No. 1 and Hidalgo County.

By vote on _____ 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -55766

11.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Inter-local Agreement between the Hidalgo County Drainage District No. 1, and County of Hidalgo, authorizing the purchase, assignment, and transfer of engineering and appraisal services provided under contracts between Hidalgo County and TEDSI Infrastructure and Leonel Garza, Jr. & Associates LLC for the J-09 Drainage Project.

BACKGROUND

Fiscal Impact

Attachments

ILA

legal review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 02:59 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Lora Briones		Started On: 08/05/2016 02:38 PM
Final Approval Date: 08/05/2016		


Zimbra

merlen.munoz@co.hidalgo.tx.us

Fwd: ICA & Installment Agreement for J-09

From : Merlen Muñoz <merlen.munoz@co.hidalgo.tx.us>
Subject : Fwd: ICA & Installment Agreement for J-09
To : Merlen Munoz <merlen.munoz@co.hidalgo.tx.us>

Tue, Aug 02, 2016 08:18 AM

 2 attachments

From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
To: "Merlen Muñoz" <merlen.munoz@co.hidalgo.tx.us>
Sent: Monday, August 1, 2016 3:06:00 PM
Subject: Fwd: ICA & Installment Agreement for J-09

Sergio Cruz
Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Sent: Monday, August 1, 2016 2:46:06 PM
Subject: FW: ICA & Installment Agreement for J-09

Good Afternoon Mr. Cruz:

As pre Mr. Crain, see attached the agreement in connection to the Installment for the J-09 project.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

THIS Agreement is made on this the ____ day of _____, 2016 by and between the HIDALGO COUNTY hereinafter referred to as "County" and the HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, under the terms of an engineering contract dated February 16, 2010, a copy of which is attached hereto as Exhibit A (the "Engineering Contract") County engaged the services of TEDSI Infrastructure Group, Inc (the "Engineer") for the purpose of designing and right of way mapping of HCMDS Phase II-J-09 Lateral Drain Ditch from North Main Drain to County Road 3601 commonly referred to as the J-09 Drain Project;

WHEREAS, under the terms of a professional services contract dated February 1, 2011, a copy of which is attached hereto as Exhibit B (the "Appraisal Contract") County engaged the services of Leonel Garza, Jr. & Associates, LLC (the "Appraiser") for the purpose of obtaining fair market value appraisals in connection with the properties related to the J-09 Drain Project;

WHEREAS, the County has paid, the sum of One Million Two-Hundred Forty-three Thousand Seventy-Nine and 22/100 Dollars (\$1,243,079.22) for services orders both the Engineering Contract and the Appraisal Contract;

WHEREAS, County and District are both desirous of District acquiring the right of way mapping, appraisal reports and all other documents provided by the Engineering Contract and the Appraisal Contract (collectively the "Contracts"); and

NOW THEREFORE, County and District in consideration the mutual terms and in consideration herein contained agrees to as follows:

1. County agrees to transfer all documents acquired under the Contracts to the District for the sum of One Million Two-Hundred Forty-Three Thousand Seventy-Nine and 22/100ths Dollars (\$1,243,079.22) payable in five (5) annual payments the first such payment to be paid on or before August 19, 2016 in the amount of Two-Hundred Fifty Thousand Dollars (\$250,000.00) and four installments annually thereafter, the first three payments following the first payment being in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and the final payment shall be made on August 19,

2020 in the amount of Three Hundred Eighty Four Thousand Three Hundred Thirty Two and 90/100ths Dollars (\$384,332.90).

2. The documents to be delivered to District from the Engineering Contract are particularly described in Exhibit A attached hereto.
3. The documents to be delivered to District from the Appraisal Contract are particularly described in Exhibit B attached hereto.
4. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
5. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledged that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.
7. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
8. **Notice.** Except as may be otherwise specifically provided in the Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Hidalgo County Drainage District No. 1
Attention: Raul E. Segin, P.E., General Manager
902 N. Doolittle Road
Edinburg, Texas 78542

If to County: Hidalgo County
Attention: Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

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

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
11. **Assignment.** This Agreement shall not be assignable.
12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
14. **Authority to Execute.** The execution and performance of this Agreement by the District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

16. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code. Ann. §271.903.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Ramon Garcia, Chairman Board of District

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding County and District are both desirous of District acquiring the right of way mapping, appraisal reports and all other documents provided by the Engineering Contract and the Appraisal Contract (collectively the "Contracts") through an Interlocal Cooperation Agreement to be entered into with the Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on _____ 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -55754

12.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to amend IBWC amended permit No. LSF/G 730 for the Pharr McAllen Drain to add an outfall at the Main Flood Water Way and to give the General Manager authorization to execute document.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 02:36 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Lora Briones		Started On: 08/05/2016 01:27 PM
Final Approval Date: 08/05/2016		

AI -55762

13.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted By: Alvaro Chuc, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

- A. Request approval to create one (1) Tire Repair Specialist from the Maintenance & Operations Budget and set Salary at \$31,255.00.
- B. Request approval of Revised Salary Schedule and Budget Amendment to fund new position through the end of 2016 in the amount of \$19,940.91

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 02:36 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Alvaro Chuc		Started On: 08/05/2016 02:08 PM
Final Approval Date: 08/05/2016		

AI -55780

14.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval and execution of Right of Entry to property owned by San Mateo Investments, LLC as it relates to parcels out of lots 3,4, and 6 Section 250 Texas Mexican Railway Companies Survey Hidalgo County Texas Volume 2 page 29 HCMR

BACKGROUND

Fiscal Impact

Attachments

Exhibit A and B
Right of Entry

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 04:50 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Lora Briones		Started On: 08/05/2016 04:29 PM
Final Approval Date: 08/05/2016		

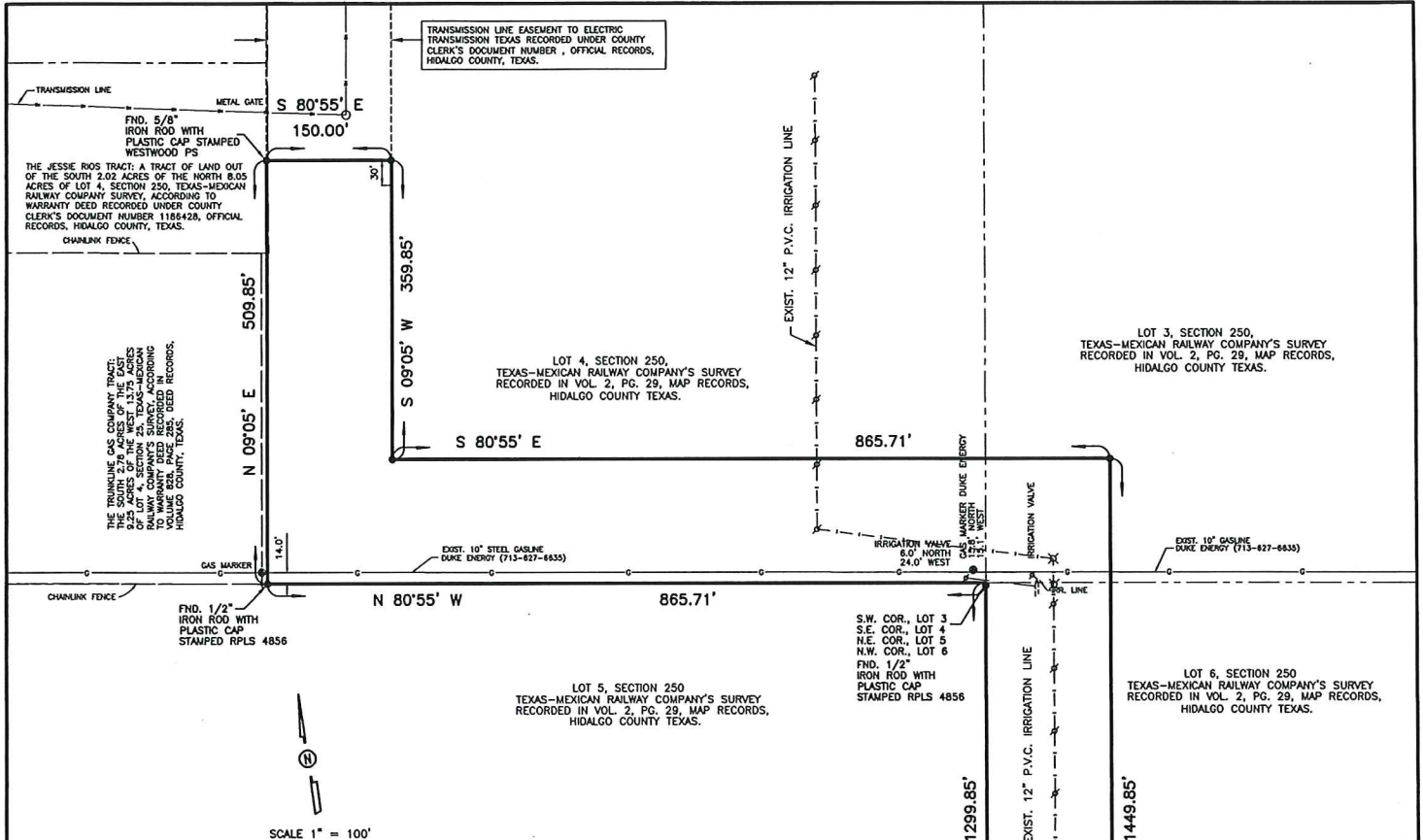


EXHIBIT A

PLAT SHOWING

A 9.21 ACRE TRACT OF LAND OUT OF LOTS 3, 4 AND 6, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1182756 AND 1182805, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

NOTE:
 ● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

FLOOD ZONE DESIGNATION: ZONE "X" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
 C.P.N. 480334 0325 D
 MAP REVISED: MAY 17, 2001

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH LOS NOGALES SUBDIVISION PHASE I RECORDED IN VOLUME 38, PAGE 130, MAP RECORDS, HIDALGO COUNTY, TEXAS.

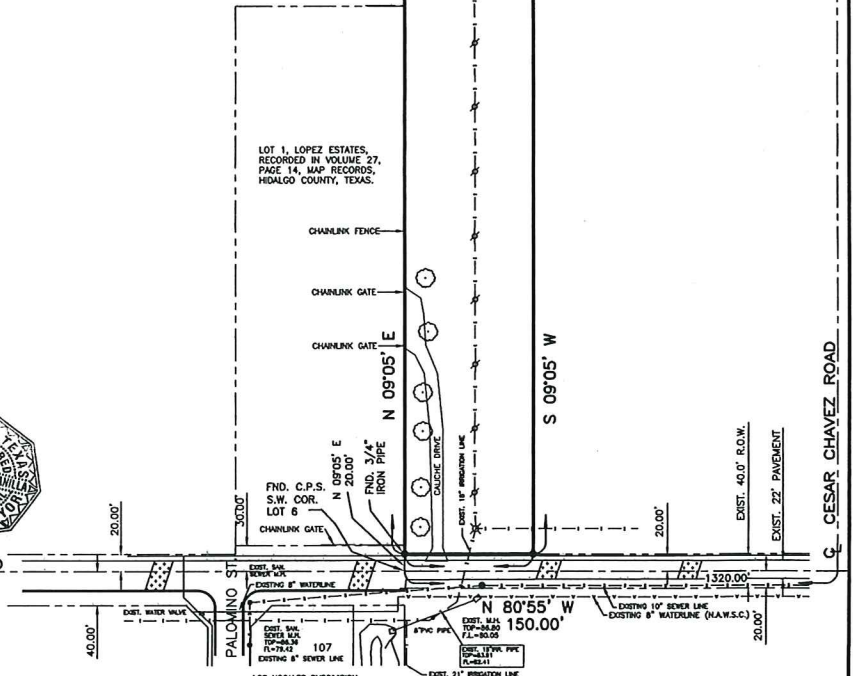
THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

Alfonso Quintanilla
 ALFONSO QUINTANILLA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 4856



MILE 17 NORTH ROAD



VOL. 2 PAGE 29
 SURVEYED JUNE 21, 2016
 ADDRESS _____
 OWNER _____
 JOB No. _____



HIDALGO COUNTY, TEXAS.
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS • LAND SURVEYORS
 124 E. STUBBS ST. PHONE 956-381-6480
 EDINBURG, TEXAS 78539 FAX 956-381-0527
 ENGINEERING REGISTRATION NUMBER F-1513 OFFICE@QHAENGINEERING.COM
 SURVEYING REGISTRATION NUMBER 100411-00

LOS NOGALES SUBDIVISION PHASE I, RECORDED IN VOLUME 45, PAGE 140, MAP RECORDS, HIDALGO COUNTY, TEXAS.

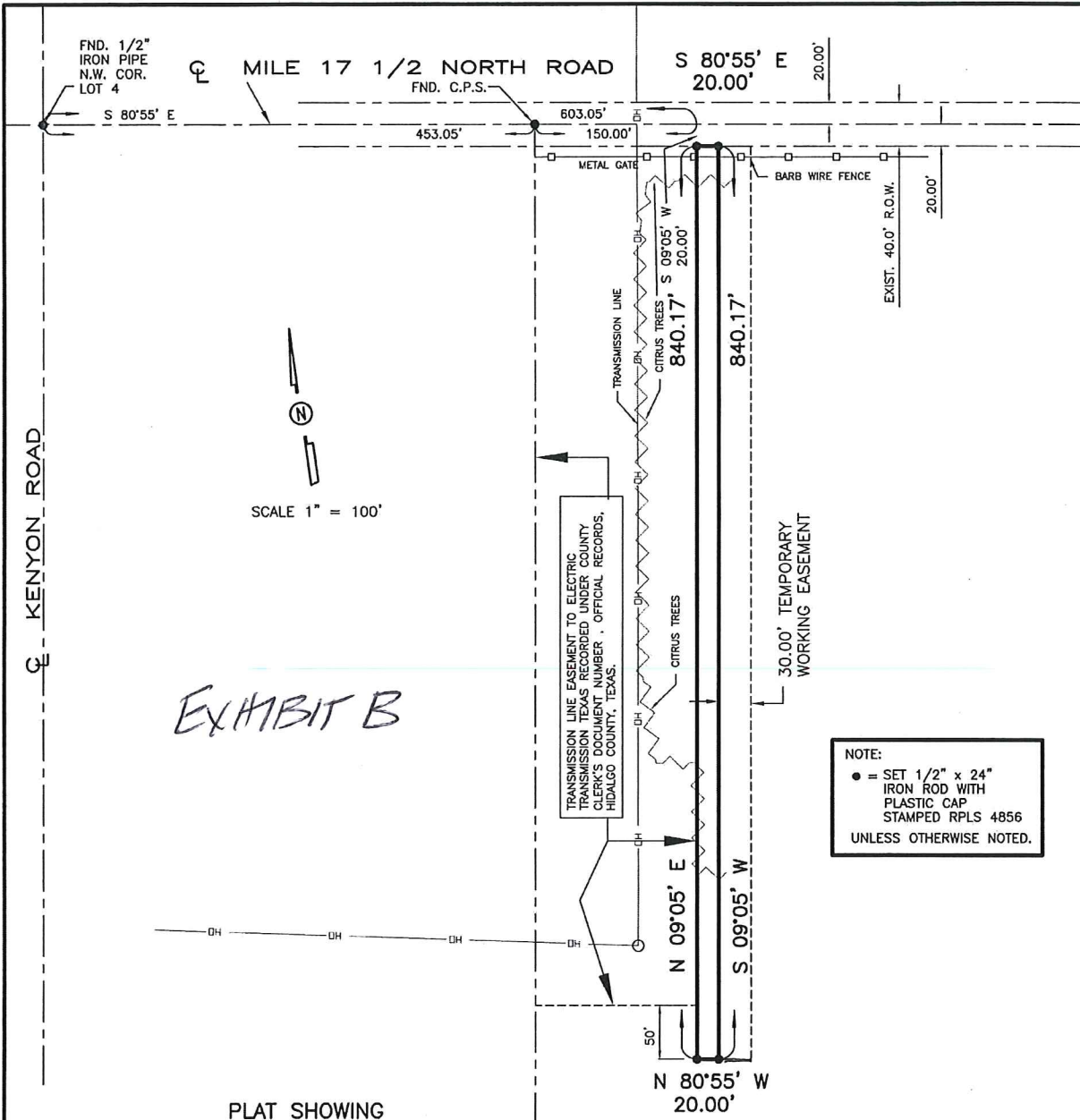


EXHIBIT B

NOTE:
 ● = SET 1/2" x 24"
 IRON ROD WITH
 PLASTIC CAP
 STAMPED RPLS 4856
 UNLESS OTHERWISE NOTED.

PLAT SHOWING

A 0.39 OF AN ACRE TRACT OF LAND OUT OF LOT 4, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1182756, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "X"
 AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
 C.P.N. 480334 0325 D
 MAP REVISED: MAY 17, 2001

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH LOS NOGALES SUBDIVISION PHASE I RECORDED IN VOLUME 38, PAGE 130, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

Alfonso Quintanilla
 ALFONSO QUINTANILLA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 4856



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS
 124 E. STUBBS ST. PHONE 956-381-6480
 EDINBURG, TEXAS 78539 FAX 956-381-0527
 ENGINEERING REGISTRATION NUMBER F-1513 OFFICE@QHAENGINEERING.COM
 SURVEYING REGISTRATION NUMBER 100411-00

VOL. 2 PAGE 29
 SURVEYED JUNE 22, 2016
 ADDRESS _____
 OWNER _____
 JOB No. _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

RIGHT OF ENTRY

WHEREAS, San Mateo Investments, LLC of Hidalgo County, Texas, is the owner, hereinafter referred to as "Grantor", of certain tracts or parcels of land, hereinafter referred to as the Parcels, which are more particularly described in Exhibits A, B and C attached hereto and incorporated herein for all purposes; and

WHEREAS, the Hidalgo County Drainage District No. 1 hereinafter referred to as the "District", will acquire fee simple title in the Parcels, save and except a reservation of all underground water, oil, gas, and other minerals in and under and that may be produced from the Parcels. If the mineral estate is subject to existing production or an existing lease, this reservation will include the production, the lease, and all benefits from it. Grantor will also retain rights of ingress and egress and of reasonable use of the Parcels; and

WHEREAS, the District must have right of entry to said Parcels for the purpose of conducting geo-technical soil testing to include core drilling, right of way and topographic surveys and ground control surveys for aerial mapping, independent fee appraisals, archeological and mechanical investigation to include shovel testing and mechanical trenching, excavation of a drainage system along with the installation of storm sewer lines to be located over, upon and across the Parcels;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the District, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the Hidalgo County Drainage District No. 1 the right of entry upon, the Parcels together with the right to remove improvements, if any, with which the Parcels are encumbered and exclusive possession of the said Parcels described in said Exhibits A, B and C, for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage ditch, storm sewer lines, spoil bank, levees, roadways and other storm drain structure(s) for the disposal of accumulated and excessive rainfall and/or floodwater, (the "Facilities") together with free ingress and egress at all reasonable times to and from the Parcels for the purpose of doing and performing or having performed, any and all acts and functions for the orderly constructing, reconstructing, excavating, digging maintaining, and operating the Facilities together with any and all other functions and acts incident to the constructing, reconstructing, excavating, digging, maintaining, and operating the Facilities, upon, over, under across, and along the Parcels and the appurtenances thereto. The grant of right of entry is conditioned strictly upon the following:

1. Grantor and the District agree to and hereby designate the date of entry to be the date of actual entry of the Parcels by the District and/or its agents or contractors acting on behalf of the District or any utility company designated by the District.

2. Grantor agrees the Parcel is to be conveyed to District as a donation to the District by Grantor and Grantor does not intend to seek monetary or other compensation for the conveyance of the Parcels to the District, however, District agrees to sign IRS Form 8283 completed with the current appraised values.

3. District agrees to indemnify, hold harmless and defend Grantor, its successors and assigns from and against any claim, loss, damage, liability, and expense, incurred or suffered by Grantor, by reason of any and all claims, demands, or causes of action asserted or that may be asserted against Grantor, its successors and assigns, whether arising from intentional or negligent acts or omissions, and involving, arising out of, or in any manner relating to this Right of Entry.

4. District will accept the Donation Deed "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and District to expressly negate and exclude all representations and warranties, including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever.

5. The District and/or its employees, agents and contractors shall have the right to enter upon the Parcels for the above stated purpose.

6. District agrees that any improvements that are destroyed on the Parcels or removed from the Parcels will be reconstructed by District, to Grantor's specifications and approval, at no cost to Grantor.

7. As to the dirt that is excavated from the Parcels, District agrees to spread and level the first 18" of topsoil onto Grantor's property contiguous to the Parcels provided however the berm of the drainage ditch so constructed shall be at least 18 inches to twenty four inches above natural ground to prevent sheet flow from eroding the banks of such drainage ditch.

8. As additional consideration for Grantor's donation of the Parcels to District, District represents to Grantor that the Facilities once constructed will be adequate for any future residential development of Grantor's property contiguous to the Facilities. If said Facilities are not adequate for any future residential development of Grantor's property contiguous to the Facilities, District agrees to make the Facilities adequate for the residential development at no expense to Grantor. Grantor will retain the right to drain agricultural surface and/or subsurface water from surrounding property that Grantor owns to the Facilities.

9. Grantor and District acknowledge and agree that once the District becomes the owner of the Parcels, that this Right of Entry will terminate.

10. Grantor herein warrants that no person or other entity owns an interest in the fee title of the Parcels, other than Grantor herein and Texas Regional Bank, however, a Partial Release of Lien will be executed by Texas Regional Bank at closing.

11. Grantor agrees that Grantor shall proceed with speed and diligence to provide all documents, including but not limited to a donation deed and appraisal of the Parcel to the District.

TO HAVE AND TO HOLD this Right of Entry to the Parcel described in the said Exhibit A, to the Hidalgo County Drainage District No. 1 for the purposes and subject to the limitations hereinabove set forth.

Executed this 4th day of August, 2016.

Grantor:

SAN MATEO INVESTMENTS, LLC

By: 
HERBERT R. SCURLOCK, III, Manager

ACCEPTED AND AGREED TO by the _____ on behalf of Hidalgo County Drainage District No. 1 this ____ day of _____, 2016.

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia, Chair, Board of
Directors

AI -55775

15.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Presentation of bids received with the purpose of award and approval to execute Construction Contracts with multiple vendors submitting the lowest and best bids, meeting specifications as recommended by project Engineer Mr. Jorge A. Gonzalez, P.E., Hidalgo County Drainage District No. 1, for "Hidalgo County Precinct No. 1 -Mile 6 West & Mile 14 North Area Drainage Improvements Project" (RFB No. HCDD1-16-031-07-13)

-BID AWARD RECOMMENDATION:				
	COMPANY NAME	PROJECT PORTION	AMOUNT	CONTRACT No.
a.	Jimenez Engineering Solutions d/b/a International Consulting Engineers (ICE)	-Base Bid -Add Alternate No. 4 -Add Alternate No. 6	\$433,027.00	C-HCDD1-16-031A-08-09
b.	RDH Site & Concrete, LLC	-Add Alternate No. 7 -Add Alternate No. 9 -Add Alternate No. 10	\$343,525.00	C-HCDD1-16-031B-08-09
TOTAL PROJECT AWARD:			\$766,552.00	

BACKGROUND

HB1295 will be obtained upon award of contract and before issuing a Purchase Order.

Attachments

Award Recommendation with Vendors -Bid Breakdown
Bid Participation/Tabulation Sheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 04:40 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Moises Salazar		Started On: 08/05/2016 03:55 PM
Final Approval Date: 08/05/2016		



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

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

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

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

August 5, 2016

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

RE: Hidalgo County Precinct No. 1
Mile 6 West & Mile 14 North Area Drainage Improvements Project
Bid No.: HCDD1-16-031-07-13

Dear Commissioner Cuellar;

Bids were received and opened for Hidalgo County Precinct No. 1 – Mile 6 West & Mile 14 North Area Drainage Improvements Project; Bid No.: HCDD1-16-031-07-13 on July 13, 2016. A total of seven (7) bids were received with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers being the low bidder for the combined total of the Base Bid, Add Alternate No. 4 and Add Alternate No. 6 (Drainage Improvements) and RDH Site & Concrete, LLC being the low bidder for Add Alternate No. 7, Add Alternate No. 9 and Add Alternate 10 (Road Improvements). Attached is a copy of the bid tabulation for your review.

This project consists of road and drainage improvements for the Mile 6 West Road and Mile 14 North Area. Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers and RDH Site & Concrete LLC have constructed projects to satisfaction within Hidalgo County. We recommend awarding the project to Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers for the Base Bid, Add Alternate No. 4 and Add Alternate No. 6 (Drainage Improvements) for a total amount of \$433,027.00 and RDH Site & Concrete, LLC for Add Alternate No. 7, Add Alternate No. 9 and Add Alternate 10 (Road Improvements) for a total amount of \$343,525.00; for a grand total of \$776,552.00 for this project.

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

Respectfully,
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Jorge A. Gonzalez, P.E.
Engineer III

Attachments: Bid Comparison

Visit Hidalgo County Drainage District No. 1 on the web at www.co.hidalgo.tx.us

BID COMPARISON							
HIDALGO COUNTY DRAINAGE DISTRICT No. 1							
PROJECT No. HCDD1-16-031-07-13							
MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENT PROJECT							
				RDH SITE & CONCRETE, LLC		Jimenez Engineering Solutions d/b/a ICE	
BASE BID							
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	STORM MANHOLE	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00
2	TYPE "M" MANHOLE (BOX) W/ TYPE "C" RISER	4	EA	\$ 5,500.00	\$ 22,000.00	\$ 4,400.00	\$ 17,600.00
3	24" SAFETY END TREATMENT	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 950.00	\$ 950.00
4	TYPE "C" INLET	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 3,200.00	\$ 3,200.00
5	TYPE "CC" INLET	9	EA	\$ 3,500.00	\$ 31,500.00	\$ 4,000.00	\$ 36,000.00
6	HEADWALL FOR 48" PIPE WITH CONCRETE RIP-RAP AS PER DETAIL	1	EA	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00
7	REINFORCED CONCRETE RIP-RAP	120	CY	\$ 225.00	\$ 27,000.00	\$ 300.00	\$ 36,000.00
8	TRENCH SAFETY SYSTEM	3868	LF	\$ 1.00	\$ 3,868.00	\$ 1.00	\$ 3,868.00
9	BACKFILL AND COMPACTION (LABOR ONLY)	1880	CY	\$ 5.00	\$ 9,400.00	\$ 4.50	\$ 8,460.00
10	REGRADE ROADSIDE DITCH	2750	LF	\$ 2.00	\$ 5,500.00	\$ 4.50	\$ 12,375.00
11	6" CONCRETE PAVEMENT	64	SY	\$ 54.00	\$ 3,456.00	\$ 60.00	\$ 3,840.00
12	4" CONC. DRIVEWAY REPAIRS	32	SY	\$ 60.00	\$ 1,920.00	\$ 45.00	\$ 1,440.00
13	TRAFFIC CONTROL PLAN & CONSTRUCTION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
14	TEMPORARY EROSION AND SEDIMENTATION CONTROLS	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
15	18" LOW PROFILE CURB & GUTTER	18	LF	\$ 20.00	\$ 360.00	\$ 9.00	\$ 162.00
16	24" THERMOPLASTIC STOP BAR	3	EA	\$ 500.00	\$ 1,500.00	\$ 450.00	\$ 1,350.00
17	5' VALLEY GUTTER	200	LF	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00
				TOTAL	\$ 139,504.00	TOTAL	\$ 145,445.00
ADD ALTERNATE #4 BID							
1	18" HPP STORM PIPE	86	LF	\$ 60.00	\$ 5,160.00	\$ 28.00	\$ 2,408.00
2	24" HPP STORM PIPE	207	LF	\$ 73.00	\$ 15,111.00	\$ 41.00	\$ 8,487.00
3	30" HPP STORM PIPE	444	LF	\$ 86.00	\$ 38,184.00	\$ 53.00	\$ 23,532.00
4	36" HPP STORM PIPE	2661	LF	\$ 99.00	\$ 263,439.00	\$ 65.00	\$ 172,965.00
5	48" HPP STORM PIPE	270	LF	\$ 112.00	\$ 30,240.00	\$ 94.00	\$ 25,380.00
6	60" HPP STORM PIPE	200	LF	\$ 125.00	\$ 25,000.00	\$ 129.00	\$ 25,800.00
				TOTAL	\$ 377,134.00	TOTAL	\$ 258,572.00
ADD ALTERNATE #5 BID							
1	HPP BEDDING AND BACKFILL FOR NATIVE SOIL WITH A P.I. OF 19 OR LESS	3,868	LF	\$ 5.00	\$ 19,340.00	\$ 7.50	\$ 29,010.00
				TOTAL	\$ 19,340.00	TOTAL	\$ 29,010.00
ADD ALTERNATE #6 BID							
1	HPP BEDDING AND BACKFILL FOR NATIVE SOIL WITH A P.I. GREATER THAN 19	3,868	LF	\$ 6.00	\$ 23,208.00	\$ 7.50	\$ 29,010.00
				TOTAL	\$ 23,208.00	TOTAL	\$ 29,010.00
ADD ALTERNATE #7 BID							
1	2" HMA TYPE "D"	19,630	SY	\$ 8.50	\$ 166,855.00	\$ 10.50	\$ 206,115.00
2	PRIME COAT (MC-30)	19,630	SY	\$ 0.50	\$ 9,815.00	\$ 1.00	\$ 19,630.00
				TOTAL	\$ 176,670.00	TOTAL	\$ 225,745.00
ADD ALTERNATE #9 BID							
1	EXCAVATE, REMOVE AND WORK EXISTING ROAD SECTION AND REPLACE WITH NEW 6" COMPACTED CALICHE	19,630	SY	\$ 4.00	\$ 78,520.00	\$ 7.00	\$ 137,410.00
				TOTAL	\$ 78,520.00	TOTAL	\$ 137,410.00
ADD ALTERNATE #10 BID							
1	SUBGRADE STABILIZATION WITH 3% LIME BY WEIGHT	19,630	SY	\$ 4.50	\$ 88,335.00	\$ 5.50	\$ 107,965.00
				TOTAL	\$ 88,335.00	TOTAL	\$ 107,965.00
Award to Jimenez Engineering Solutions d/b/a ICE - Drainage (Base Bid + Alt 4 + Alt 6)				\$	433,027.00		
Award to RDH Site & Concrete, LLC - Paving (Alt 7 + Alt 9 + Alt 10)				\$	343,525.00		
Precinct Portion of Paving (62.4%)				\$	214,359.60		
Drainage District Portion of Paving (37.6%)				\$	129,165.40		
HCDD1 RESPONSIBLE FOR				\$	562,192.40		
PCT. 1 RESPONSIBLE FOR				\$	214,359.60		
TOTAL PROJECT COST				\$	776,552.00		

BID COMPARISON
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
PROJECT No. HCDD1-16-031-07-13
MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENT PROJECT

BASE BID

Item No.	Item Description	Estimated Quantity	Unit	JIMMY CLOSNER & SON		THE 5125 CO.		RDH SITE & CONCRETE		ICE		MOR WIL, LLC		TIGRES CONSTRUCTION		H2O CONSTRUCTION	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	STORM MANHOLE	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00	\$ 2,550.00	\$ 2,550.00	\$ 4,590.00	\$ 4,590.00	\$ 10,000.00	\$ 10,000.00
2	TYPE "M" MANHOLE (BOX) W/ TYPE "C" RISER	4	EA	\$ 3,500.00	\$ 14,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,500.00	\$ 22,000.00	\$ 4,400.00	\$ 17,600.00	\$ 4,150.00	\$ 16,600.00	\$ 5,000.00	\$ 20,000.00	\$ 10,000.00	\$ 40,000.00
3	24" SAFETY END TREATMENT	1	EA	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 950.00	\$ 950.00	\$ 1,400.00	\$ 1,400.00	\$ 2,550.00	\$ 2,550.00	\$ 3,000.00	\$ 3,000.00
4	TYPE "C" INLET	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,100.00	\$ 3,100.00	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00
5	TYPE "CC" INLET	9	EA	\$ 2,900.00	\$ 26,100.00	\$ 3,500.00	\$ 31,500.00	\$ 3,500.00	\$ 31,500.00	\$ 4,000.00	\$ 36,000.00	\$ 3,600.00	\$ 32,400.00	\$ 4,500.00	\$ 40,500.00	\$ 7,000.00	\$ 63,000.00
6	HEADWALL FOR 48" PIPE WITH CONCRETE RIP-RAP AS PER DETAIL	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 21,000.00	\$ 21,000.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00
7	REINFORCED CONCRETE RIP-RAP	120	CY	\$ 200.00	\$ 24,000.00	\$ 300.00	\$ 36,000.00	\$ 225.00	\$ 27,000.00	\$ 300.00	\$ 36,000.00	\$ 218.50	\$ 26,220.00	\$ 460.00	\$ 55,200.00	\$ 400.00	\$ 48,000.00
8	TRENCH SAFETY SYSTEM	3868	LF	\$ 1.00	\$ 3,868.00	\$ 1.00	\$ 3,868.00	\$ 1.00	\$ 3,868.00	\$ 1.00	\$ 3,868.00	\$ 4.02	\$ 15,549.36	\$ 7.00	\$ 27,076.00	\$ 6.45	\$ 24,948.60
9	BACKFILL AND COMPACTION (LABOR ONLY)	1880	CY	\$ 3.00	\$ 5,640.00	\$ 3.00	\$ 5,640.00	\$ 5.00	\$ 9,400.00	\$ 4.50	\$ 8,460.00	\$ 9.90	\$ 18,612.00	\$ 12.00	\$ 22,560.00	\$ 12.00	\$ 22,560.00
10	REGRADE ROADSIDE DITCH	2750	LF	\$ 2.00	\$ 5,500.00	\$ 3.00	\$ 8,250.00	\$ 2.00	\$ 5,500.00	\$ 4.50	\$ 12,375.00	\$ 6.30	\$ 17,325.00	\$ 3.50	\$ 9,625.00	\$ 11.00	\$ 30,250.00
11	6" CONCRETE PAVEMENT	64	SY	\$ 80.00	\$ 5,120.00	\$ 50.00	\$ 3,200.00	\$ 54.00	\$ 3,456.00	\$ 60.00	\$ 3,840.00	\$ 78.39	\$ 5,016.96	\$ 62.00	\$ 3,968.00	\$ 60.00	\$ 3,840.00
12	4" CONC. DRIVEWAY REPAIRS	32	SY	\$ 60.00	\$ 1,920.00	\$ 50.00	\$ 1,600.00	\$ 60.00	\$ 1,920.00	\$ 45.00	\$ 1,440.00	\$ 43.24	\$ 1,383.68	\$ 40.80	\$ 1,305.60	\$ 50.00	\$ 1,600.00
13	TRAFFIC CONTROL PLAN & CONSTRUCTION	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,700.00	\$ 3,700.00	\$ 18,360.00	\$ 18,360.00	\$ 34,000.00	\$ 34,000.00
14	TEMPORARY EROSION AND SEDIMENTATION CONTROLS	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00	\$ 12,240.00	\$ 12,240.00	\$ 35,000.00	\$ 35,000.00
15	18" LOW PROFILE CURB & GUTTER	18	LF	\$ 20.00	\$ 360.00	\$ 50.00	\$ 900.00	\$ 20.00	\$ 360.00	\$ 9.00	\$ 162.00	\$ 10.60	\$ 190.80	\$ 51.00	\$ 918.00	\$ 20.00	\$ 360.00
16	24" THERMOPLASTIC STOP BAR	3	EA	\$ 600.00	\$ 1,800.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 450.00	\$ 1,350.00	\$ 405.00	\$ 1,215.00	\$ 510.00	\$ 1,530.00	\$ 2,000.00	\$ 6,000.00
17	5' VALLEY GUTTER	200	LF	\$ 30.00	\$ 6,000.00	\$ 50.00	\$ 10,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 29.75	\$ 5,950.00	\$ 50.00	\$ 10,000.00	\$ 55.00	\$ 11,000.00
				TOTAL	\$ 119,358.00	TOTAL	\$ 137,358.00	TOTAL	\$ 139,504.00	TOTAL	\$ 145,445.00	TOTAL	\$ 175,812.80	TOTAL	\$ 249,922.60	TOTAL	\$ 351,558.60

ADD ALTERNATE #1

1	18" RUBBER GASKET RCP CL III STORM PIPE	86	LF	\$ 45.00	\$ 3,870.00	\$ 60.00	\$ 5,160.00	\$ 75.00	\$ 6,450.00	\$ 42.00	\$ 3,612.00	\$ 39.98	\$ 3,438.28	\$ 64.00	\$ 5,504.00	\$ 35.00	\$ 3,010.00
2	24" RUBBER GASKET RCP CL III STORM PIPE	207	LF	\$ 60.00	\$ 12,420.00	\$ 65.00	\$ 13,455.00	\$ 88.00	\$ 18,216.00	\$ 60.00	\$ 12,420.00	\$ 53.20	\$ 11,012.40	\$ 72.00	\$ 14,904.00	\$ 45.00	\$ 9,315.00
3	30" RUBBER GASKET RCP CL III STORM PIPE	444	LF	\$ 80.00	\$ 35,520.00	\$ 80.00	\$ 35,520.00	\$ 115.00	\$ 51,060.00	\$ 85.00	\$ 37,740.00	\$ 72.65	\$ 32,256.60	\$ 90.00	\$ 39,960.00	\$ 65.00	\$ 28,860.00
4	36" RUBBER GASKET RCP CL III STORM PIPE	2661	LF	\$ 105.00	\$ 279,405.00	\$ 100.00	\$ 266,100.00	\$ 130.00	\$ 345,930.00	\$ 99.00	\$ 263,439.00	\$ 99.60	\$ 265,035.60	\$ 112.00	\$ 298,032.00	\$ 85.00	\$ 226,185.00
5	48" RUBBER GASKET RCP CL III STORM PIPE	270	LF	\$ 145.00	\$ 39,150.00	\$ 150.00	\$ 40,500.00	\$ 145.00	\$ 39,150.00	\$ 155.00	\$ 41,850.00	\$ 128.80	\$ 34,776.00	\$ 150.00	\$ 40,500.00	\$ 125.00	\$ 33,750.00
6	60" RUBBER GASKET RCP CL III STORM PIPE	200	LF	\$ 210.00	\$ 42,000.00	\$ 300.00	\$ 60,000.00	\$ 155.00	\$ 31,000.00	\$ 177.00	\$ 35,400.00	\$ 181.00	\$ 36,200.00	\$ 240.00	\$ 48,000.00	\$ 220.00	\$ 44,000.00
				TOTAL	\$ 412,365.00	TOTAL	\$ 420,735.00	TOTAL	\$ 491,806.00	TOTAL	\$ 394,461.00	TOTAL	\$ 382,718.88	TOTAL	\$ 446,900.00	TOTAL	\$ 345,120.00

ADD ALTERNATE #2 BID

Item No.	Item Description	JIMMY CLOSNER & SON				THE 5125 CO.		RDH SITE & CONCRETE		ICE		MOR WIL, LLC		TIGRES CONSTRUCTION		H2O CONSTRUCTION	
		Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	RGRCP BEDDING AND BACKFILL FOR NATIVE SOIL WITH A P.I. OF 19 OR LESS	3,868	LF	\$ 1.00	\$ 3,868.00	\$ 10.00	\$ 38,680.00	\$ 5.00	\$ 19,340.00	\$ 6.00	\$ 23,208.00	\$ 21.75	\$ 84,129.00	\$ 15.50	\$ 59,954.00	\$ 13.00	\$ 50,284.00
				TOTAL	\$ 3,868.00	TOTAL	\$ 38,680.00	TOTAL	\$ 19,340.00	TOTAL	\$ 23,208.00	TOTAL	\$ 84,129.00	TOTAL	\$ 59,954.00	TOTAL	\$ 50,284.00
ADD ALTERNATE #3 BID																	
1	RGRCP BEDDING AND BACKFILL FOR NATIVE SOIL WITH A P.I. GREATER THAN 19	3,868	LF	\$ 12.00	\$ 46,416.00	\$ 5.00	\$ 19,340.00	\$ 6.00	\$ 23,208.00	\$ 7.00	\$ 27,076.00	\$ 21.75	\$ 84,129.00	\$ 43.00	\$ 166,324.00	\$ 12.00	\$ 46,416.00
				TOTAL	\$ 46,416.00	TOTAL	\$ 19,340.00	TOTAL	\$ 23,208.00	TOTAL	\$ 27,076.00	TOTAL	\$ 84,129.00	TOTAL	\$ 166,324.00	TOTAL	\$ 46,416.00
ADD ALTERNATE #4 BID																	
1	18" HPP STORM PIPE	86	LF	\$ 40.00	\$ 3,440.00	\$ 43.00	\$ 3,698.00	\$ 60.00	\$ 5,160.00	\$ 28.00	\$ 2,408.00	\$ 40.56	\$ 3,488.16	\$ 49.00	\$ 4,214.00	\$ 30.00	\$ 2,580.00
2	24" HPP STORM PIPE	207	LF	\$ 51.00	\$ 10,557.00	\$ 52.00	\$ 10,764.00	\$ 73.00	\$ 15,111.00	\$ 41.00	\$ 8,487.00	\$ 52.71	\$ 10,910.97	\$ 61.00	\$ 12,627.00	\$ 39.00	\$ 8,073.00
3	30" HPP STORM PIPE	444	LF	\$ 67.00	\$ 29,748.00	\$ 65.00	\$ 28,860.00	\$ 86.00	\$ 38,184.00	\$ 53.00	\$ 23,532.00	\$ 74.00	\$ 32,856.00	\$ 76.00	\$ 33,744.00	\$ 53.00	\$ 23,532.00
4	36" HPP STORM PIPE	2661	LF	\$ 80.00	\$ 212,880.00	\$ 68.00	\$ 180,948.00	\$ 99.00	\$ 263,439.00	\$ 65.00	\$ 172,965.00	\$ 83.73	\$ 222,805.53	\$ 85.00	\$ 226,185.00	\$ 58.00	\$ 154,338.00
5	48" HPP STORM PIPE	270	LF	\$ 120.00	\$ 32,400.00	\$ 100.00	\$ 27,000.00	\$ 112.00	\$ 30,240.00	\$ 94.00	\$ 25,380.00	\$ 125.14	\$ 33,787.80	\$ 120.00	\$ 32,400.00	\$ 91.00	\$ 24,570.00
6	60" HPP STORM PIPE	200	LF	\$ 180.00	\$ 36,000.00	\$ 160.00	\$ 32,000.00	\$ 125.00	\$ 25,000.00	\$ 129.00	\$ 25,800.00	\$ 173.80	\$ 34,760.00	\$ 200.00	\$ 40,000.00	\$ 180.00	\$ 36,000.00
				TOTAL	\$ 325,025.00	TOTAL	\$ 283,270.00	TOTAL	\$ 377,134.00	TOTAL	\$ 258,572.00	TOTAL	\$ 338,608.46	TOTAL	\$ 349,170.00	TOTAL	\$ 249,093.00
ADD ALTERNATE #5 BID																	
1	HPP BEDDING AND BACKFILL FOR NATIVE SOIL WITH A P.I. OF 19 OR LESS	3,868	LF	\$ 1.00	\$ 3,868.00	\$ 10.00	\$ 38,680.00	\$ 5.00	\$ 19,340.00	\$ 7.50	\$ 29,010.00	\$ 11.80	\$ 45,642.40	\$ 19.00	\$ 73,492.00	\$ 17.00	\$ 65,756.00
				TOTAL	\$ 3,868.00	TOTAL	\$ 38,680.00	TOTAL	\$ 19,340.00	TOTAL	\$ 29,010.00	TOTAL	\$ 45,642.40	TOTAL	\$ 73,492.00	TOTAL	\$ 65,756.00
ADD ALTERNATE #6 BID																	
1	HPP BEDDING AND BACKFILL FOR NATIVE SOIL WITH A P.I. GREATER THAN 19	3,868	LF	\$ 12.00	\$ 46,416.00	\$ 5.00	\$ 19,340.00	\$ 6.00	\$ 23,208.00	\$ 7.50	\$ 29,010.00	\$ 11.80	\$ 45,642.40	\$ 45.00	\$ 174,060.00	\$ 16.00	\$ 61,888.00
				TOTAL	\$ 46,416.00	TOTAL	\$ 19,340.00	TOTAL	\$ 23,208.00	TOTAL	\$ 29,010.00	TOTAL	\$ 45,642.40	TOTAL	\$ 174,060.00	TOTAL	\$ 61,888.00
ADD ALTERNATE #7 BID																	
1	2" HMAC TYPE "D"	19,630	SY	\$ 11.20	\$ 219,856.00	\$ 15.00	\$ 294,450.00	\$ 8.50	\$ 166,855.00	\$ 10.50	\$ 206,115.00	\$ 11.55	\$ 226,726.50	\$ 11.80	\$ 231,634.00	\$ 9.00	\$ 176,670.00
2	PRIME COAT (MC-30)	19,630	SY	\$ 1.00	\$ 19,630.00	\$ 1.00	\$ 19,630.00	\$ 0.50	\$ 9,815.00	\$ 1.00	\$ 19,630.00	\$ 1.42	\$ 27,874.60	\$ 1.35	\$ 26,500.50	\$ 1.10	\$ 21,593.00
				TOTAL	\$ 239,486.00	TOTAL	\$ 314,080.00	TOTAL	\$ 176,670.00	TOTAL	\$ 225,745.00	TOTAL	\$ 254,601.10	TOTAL	\$ 258,134.50	TOTAL	\$ 198,263.00
ADD ALTERNATE #8 BID																	
1	SCARIFY, PROCESS, PREPARE & STABILIZE (2.5% LIME) EXISTING ROAD SECTION TO ACHIEVE PROPOSED BASE	19,630	SY	\$ 5.50	\$ 107,965.00	\$ 6.00	\$ 117,780.00	\$ 3.50	\$ 68,705.00	\$ 7.00	\$ 137,410.00	\$ 2.26	\$ 44,363.80	\$ 6.75	\$ 132,502.50	\$ 6.00	\$ 117,780.00
2	1" COMPACTED CALICHE	19,630	SY	\$ 4.40	\$ 86,372.00	\$ 2.00	\$ 39,260.00	\$ 2.30	\$ 45,149.00	\$ 2.00	\$ 39,260.00	\$ 3.96	\$ 77,734.80	\$ 4.00	\$ 78,520.00	\$ 2.00	\$ 39,260.00
				TOTAL	\$ 194,337.00	TOTAL	\$ 157,040.00	TOTAL	\$ 113,854.00	TOTAL	\$ 176,670.00	TOTAL	\$ 122,098.60	TOTAL	\$ 211,022.50	TOTAL	\$ 157,040.00
ADD ALTERNATE #9 BID																	
1	EXCAVATE, REMOVE AND WORK EXISTING ROAD SECTION AND REPLACE WITH NEW 6" COMPACTED CALICHE	19,630	SY	\$ 10.10	\$ 198,263.00	\$ 9.00	\$ 176,670.00	\$ 4.00	\$ 78,520.00	\$ 7.00	\$ 137,410.00	\$ 9.86	\$ 193,551.80	\$ 11.20	\$ 219,856.00	\$ 9.00	\$ 176,670.00
				TOTAL	\$ 198,263.00	TOTAL	\$ 176,670.00	TOTAL	\$ 78,520.00	TOTAL	\$ 137,410.00	TOTAL	\$ 193,551.80	TOTAL	\$ 219,856.00	TOTAL	\$ 176,670.00

Item No.	Item Description	JIMMY CLOSNER & SON				THE 5125 CO.		RDH SITE & CONCRETE		ICE		MOR WIL, LLC		TIGRES CONSTRUCTION		H2O CONSTRUCTION	
		Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ADD ALTERNATE #10 BID																	
1	SUBGRADE STABILIZATION WITH 3% LIME BY WEIGHT	19,630	SY	\$ 5.80	\$ 113,854.00	\$ 3.00	\$ 58,890.00	\$ 4.50	\$ 88,335.00	\$ 5.50	\$ 107,965.00	\$ 2.66	\$ 52,215.80	\$ 6.20	\$ 121,706.00	\$ 6.00	\$ 117,780.00
				TOTAL	\$ 113,854.00	TOTAL	\$ 58,890.00	TOTAL	\$ 88,335.00	TOTAL	\$ 107,965.00	TOTAL	\$ 52,215.80	TOTAL	\$ 121,706.00	TOTAL	\$ 117,780.00
ADD ALTERNATE #11 BID																	
1	SUBGRADE STABILIZATION WITH 2% CEMENT BY WEIGHT	19,630	SY	\$ 7.00	\$ 137,410.00	\$ 2.50	\$ 49,075.00	\$ 6.50	\$ 127,595.00	\$ 5.50	\$ 107,965.00	\$ 1.81	\$ 35,530.30	\$ 6.75	\$ 132,502.50	\$ 3.00	\$ 58,890.00
				TOTAL	\$ 137,410.00	TOTAL	\$ 49,075.00	TOTAL	\$ 127,595.00	TOTAL	\$ 107,965.00	TOTAL	\$ 35,530.30	TOTAL	\$ 132,502.50	TOTAL	\$ 58,890.00
				BASE BID	\$ 119,358.00		\$ 137,358.00		\$ 139,504.00		\$ 145,445.00		\$ 175,812.80		\$ 249,922.60		\$ 351,558.60
				ADD ALTERNATE 1	\$ 412,365.00		\$ 420,735.00		\$ 491,806.00		\$ 394,461.00		\$ 382,718.88		\$ 446,900.00		\$ 345,120.00
				ADD ALTERNATE 2	\$ 3,868.00		\$ 38,680.00		\$ 19,340.00		\$ 23,208.00		\$ 84,129.00		\$ 59,954.00		\$ 50,284.00
				ADD ALTERNATE 3	\$ 46,416.00		\$ 19,340.00		\$ 23,208.00		\$ 27,076.00		\$ 84,129.00		\$ 166,324.00		\$ 46,416.00
				ADD ALTERNATE 4	\$ 325,025.00		\$ 283,270.00		\$ 377,134.00		\$ 258,572.00		\$ 338,608.46		\$ 349,170.00		\$ 249,093.00
				ADD ALTERNATE 5	\$ 3,868.00		\$ 38,680.00		\$ 19,340.00		\$ 29,010.00		\$ 45,642.40		\$ 73,492.00		\$ 65,756.00
				ADD ALTERNATE 6	\$ 46,416.00		\$ 19,340.00		\$ 23,208.00		\$ 29,010.00		\$ 45,642.40		\$ 174,060.00		\$ 61,888.00
				ADD ALTERNATE 7	\$ 239,486.00		\$ 314,080.00		\$ 176,670.00		\$ 225,745.00		\$ 254,601.10		\$ 258,134.50		\$ 198,263.00
				ADD ALTERNATE 8	\$ 194,337.00		\$ 157,040.00		\$ 113,854.00		\$ 176,670.00		\$ 122,098.60		\$ 211,022.50		\$ 157,040.00
				ADD ALTERNATE 9	\$ 198,263.00		\$ 176,670.00		\$ 78,520.00		\$ 137,410.00		\$ 193,551.80		\$ 219,856.00		\$ 176,670.00
				ADD ALTERNATE 10	\$ 113,854.00		\$ 58,890.00		\$ 88,335.00		\$ 107,965.00		\$ 52,215.80		\$ 121,706.00		\$ 117,780.00
				ADD ALTERNATE 11	\$ 137,410.00		\$ 49,075.00		\$ 127,595.00		\$ 107,965.00		\$ 35,530.30		\$ 132,502.50		\$ 58,890.00

AI -55696

16.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Closing Documents as it relates to Parcel 51 J-09 Project.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2016 08:38 AM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Jaime Salazar		Started On: 08/03/2016 04:25 PM
Final Approval Date: 08/05/2016		

AI -55759

17. C.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-0099-16-J; In Re: Hidalgo County Drainage District Number One, petitioner; In the 430th Judicial District, Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 01:53 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Monica Badillo		Started On: 08/05/2016 01:52 PM
Final Approval Date: 08/05/2016		

AI -55760

18. C.

DRAINAGE DISTRICT

Meeting Date: 08/09/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-0099-16-J; In Re: Hidalgo County Drainage District Number One, petitioner; In the 430th Judicial District, Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 02:11 PM
Final Approval	Monica Badillo	08/05/2016 05:04 PM
Form Started By: Monica Badillo		Started On: 08/05/2016 01:53 PM
Final Approval Date: 08/05/2016		