



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
October 25, 2016
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR 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 -56981** Requesting approval to pay amount for taking of real property for Cause No. CCD-0349-D; Parcel 53, J-09 Project and approval of payment to (3) Special Commissioners.
7. **AI -56985** Requesting approval to pay amount for taking of real property for Cause No. CCD-0335-D; Parcel 56, J-09 Project and approval of payment to (3) Special Commissioners.
8. **AI -56986** Requesting approval to pay amount for taking of real property for Cause No. CCD-0344-D; Parcel 18, J-09 Project and approval of payment to (3) Special Commissioners.
9. **AI -56988** Requesting approval of Supplemental Agreement No. 1 to Agreement No. HCDD1-16-008-02-12, Urban Infrastructure Group, Inc. to introduce sub consultant for Pct. 1 - Mile 13 1/2 and FM 1015 area Drainage Improvement Project. No amount associated with this Supplemental.

- 10. AI -56991 2013 Bonds Budget: 300 J09 Project - Pct.4**
Approval to issue payment on the following item:
Invoice No. PP14-17-2016 in the amount of \$142,011.20 from Hidalgo County Precinct No. 4 for the reimbursement of labor, machine hours and fuel related to the construction of the J-09 project.
Project Engineer: Tedsi Infrastructure Group
- 11. AI -56994 2013 Bonds**
Budget: 365 Rural Drainage Development Pct.1

Approval to issue payment for Payment Application No. 1 in the amount of \$162,718.65 to Jimenez Engineering Solutions, LLC dba ICE pertaining to Construction Contract No. HCDD1-16-031A-08-09 Mile 6 West & Mile 14 North Area Drainage Improvements.

Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District PO#630318
- 12. AI -56877** Requesting authority to advertise a request for proposals (RFP) for the following:
A. Health Insurance Services (RFP# HCDD1-16-054-00-00)
B. Workers Compensation Insurance Services (RFP# HCDD1-16-055-00-00)
- 13. AI -57027** Requesting approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District No. 1 and The City of Alamo as it relates to Cesar Chavez Phase II Ditch.
- 14. AI -57021** Requesting approval and acceptance of Sub-award Hazard Mitigation Grant Program, DR-4223 from Texas Department of Public Safety and approval for District General Manager to sign.
- 15. AI -57024** Requesting approval of Work Authorization No. 3 from Halff Associates, Inc. in the amount of \$69,540.00, for the excavation and disposal of additional lead impacted soil. Agreement: Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range located at the Hidalgo County Drainage District No.1 Yard.

16. **AI -56772** Authority to advertise and approval of plans and specifications developed by project engineer, Javier Hinojosa, P.E., for: Hidalgo County Drainage District No. 1 -"Mission Lateral Control Gate Structure Improvements" -RFB No. HCDD1-16-050-11-16, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

17. **AI -57010** A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Surveying Services.

B.) Presentation of scoring grid of three (3) sets of firms graded through the District's "Pool" of pre-qualified Professional Surveyors for the purpose of ranking by HCDD1 Board of Directors in connection with On-Call Professional Surveying Services required for Hidalgo County Drainage District Projects on an as needed basis.

(SET 1)		
FIRM NAME:	SCORE:	RANK:
Quintanilla, Headly & Associates, Inc	98	
R. Gutierrez Engineering, Corp.	95	
Dannenbaum Engineering Co.	97	
(SET 2)		
FIRM NAME:	SCORE:	RANK:
CDS Muery	98	
Ambiotec Civil Engineering Group, Inc.	97	
R.E. Garcia & Associates	96	
(SET 3)		
FIRM NAME:	SCORE:	RANK:
ROW Surveying Services, LLC	98	
CVQ Land Surveyorsm, LLC	97	
R.E. Garcia & Associates	96	

C.) Pursuant to the Boards approval, requesting authority for the Hidalgo County Drainage District No.1 to negotiate Professional Surveying Services Agreements with each of the number one (1) ranked firms presented:

(set 1) _____, (set

2) _____, and(set

3) _____ for the provisions of On-Call Professional Surveying Services for Hidalgo County Drainage District Projects (on as needed basis).

18. **AI -57016** Requesting approval to purchase (1) Doosan DX490LC Excavator through the Districts membership with BuyBoard, Contract No. 424-13 in the amount of \$402,346.27; includes warranty, attachments and delivery.
19. **AI -57025** Requesting approval to enter into a three (3) year agreement with ezTask.com, Inc. through the Hidalgo County Drainage District No. 1 participation with The Interlocal Purchasing System (TIPS) Contract # 2092216 for WEB Hosting Services (subject to Legal review).
20. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:
 - A. **Real Estate Acquisition**
 - B. **Pending and/or Potential Litigation**
 - C. **AI -57030** Review of Attorney-Client Privileged Investigative Analysis Report with respect to potential litigation - Integ Corporation
21. **Open Session:**
 - A. **Real Estate Acquisition**
 - B. **Pending and/or Potential Litigation**
 - C. **AI -57031** Review of Attorney-Client Privileged Investigative Analysis Report with respect to potential litigation - Integ Corporation
22. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed
23. **Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

24.

Adjourn

AI -56981

6.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to pay amount for taking of real property for Cause No. CCD-0349-D; Parcel 53, J-09 Project and approval of payment to (3) Special Commissioners.

BACKGROUND

Fiscal Impact

Attachments

Parcel 53

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Jaime Salazar		Started On: 10/20/2016 03:44 PM
Final Approval Date: 10/21/2016		

CAUSE NO. CCD-0349-D

HIDALGO COUNTY DRAINAGE	§	CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE	§	
	§	IN THE COUNTY COURT AT LAW
VS.	§	NO. 4
	§	
DANIEL LOZANO AND IRMA	§	
LOZANO	§	OF HIDALGO COUNTY, TEXAS

AWARD OF SPECIAL COMMISSIONERS

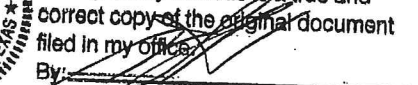
On the 26th day of August, 2016, in the City of McAllen, Hidalgo County, Texas, the above-styled proceedings in Eminent Domain came on to be heard before the undersigned three disinterested freeholders of Hidalgo County, Texas, heretofore appointed as Special Commissioners by the Judge of the County Court at Law No. Four of Hidalgo County, Texas, to assess the damages caused by these proceedings; and came the Plaintiff, Hidalgo County Drainage District Number One, acting herein by and through the Commissioners' Court of said County; and Defendants **DANIEL LOZANO AND IRMA LOZANO**; and Plaintiff having announced ready, the Special Commissioners proceeded to hear evidence, and made the following findings:

I.

That on the 8th day of March, 2016, Hidalgo County Drainage District Number One, Plaintiff, filed Plaintiff's' First Statement in Action for Condemnation, with the Judge of the County Court at Law No. Four of Hidalgo County, Texas, wherein, upon the facts and for the purposes therein stated, Plaintiff sought judgment vesting fee simple to certain land, save and except all oil, gas and sulphur beneath said land, with no right remaining in the owners of said oil, gas and sulphur of ingress or egress to or from the surface of said land for the purpose of exploring, developing, drilling or mining of same, said land being situated in Hidalgo County,

Date: OCT 18 2016

I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my Office.

By:  Deputy Clerk



Texas and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for any and all purposes.

II.

That upon consideration of said written statement so filed by Plaintiff, the Judge of the County Court at Law No. Four of Hidalgo County, Texas, did on the 10th day of May, 2016, appoint Juan Roberto "J.R." Ramirez, F. Xavier Ornelas and M. Mario Garcia, three disinterested freeholders of Hidalgo County, Texas, as Special Commissioners, to assess the damages caused by the taking of said property. Thereafter, said Special Commissioners duly qualified as such, each taking the oath prescribed by law, which oaths are on file with the papers in this cause.

III.

That after having so qualified, said Special Commissioners, by written notice, designated and appointed the 26th day of August, 2016, at 2:00 p.m., as the date and time, and Atlas, Hall & Rodriguez, LLP, 818 Pecan, McAllen, Hidalgo County, Texas 78501, as the place for hearing said statement and parties, said date being the earliest practicable time and such place being in the county in which the land or a part thereof is situated. Said notice was issued on July 21, 2016, and Defendants were duly served with notice and notified in the manner provided by law of such hearing and the time and place thereof.

IV.

That on the 26th day of August, 2016, said Special Commissioners did convene, and Plaintiff and Defendants appeared, in person, and announced ready for such hearing, and said Special Commissioners proceeded to hear evidence as to the damages which will be sustained by **DANIEL LOZANO AND IRMA LOZANO**, by reason of the taking of said land, and after

2



Date: OCT 18 2016
I, Arturo Guejardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____ Deputy Clerk

hearing and considering such evidence, said Special Commissioners did find and determine and accordingly assess damages to be paid by Hidalgo County Drainage District Number One, according to the rules of damages set forth in Section 21.042 of the Texas Property Code, as follows:

Damages for Taking: \$ \$10,855.00
Remainder Damages: \$ - 0 -
Total Damages: \$ 10,855.00

The costs of this proceeding are adjudged against Plaintiff.

RENDERED this 26th day of August, 2016.

11-2

Juan Roberto "J.R.", Special Commissioner

[Signature]

F. Xavier Ornelas, Special Commissioner

[Signature]

M. Mario Garcia, Special Commissioner

The foregoing Award of Special Commissioners was filed with me this 23rd day of September, 2016.

[Signature]

Judge Presiding
Hidalgo County Court at Law No. Four

OCT 18 2016

Date: _____
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: _____
Deputy Clerk

3



COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: DANIEL AND IRMA LOZANO

FIELD NOTES FOR PARCEL - 53

Being a 0.521 (22,694.76 square feet) of an acre tract of land more or less out of a 5.000-acre tract of land out of the North 5 acres of Lot 20, Ramseyer Gardens Subdivision, Hidalgo County, Texas, as recorded in Volume 9, Page 16, Map Records, Hidalgo County, Texas. Said 5.000-acre tract of land is vested to Daniel and Irma Lozano by virtue of a Warranty Deed dated August 16, 2001, recorded under Document No. 1014627, Official Records, Hidalgo County, Texas. Said 0.521 (22,694.76 square feet) of an acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at the Northwest corner of said Lot 20, Ramseyer Gardens Subdivision, Hidalgo County, Texas, as recorded in Vol. 9 Pg. 16 of Hidalgo County Map Records, with surface coordinates of X=1086222.9714 and Y=16655786.7716. Coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

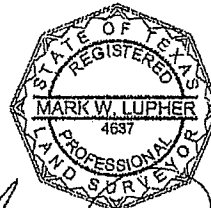
THENCE, S 81°31' 00" E, with the north line of said Lot 20, a distance of 150.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the Northeast corner of said tract herein described;

THENCE, S 08° 59' 00" W, parallel with the west line of said Lot 20, a distance of 150.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the Southeast corner of said tract herein described;

THENCE, N 81° 31' 00" W, parallel with the south line of said Lot 20, a distance of 150.0 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the Southwest corner of said tract herein described;

THENCE, N 08° 59' 00" E, with the west line of said Lot 20, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 0.521 (22,694.76 square feet) of an acre of land more or less.

A plat of same date accompanies this Field Note Description



Mark W. Lupher
Date: OCT 18 2016
Mark W. Lupher - R.P.L.S. # 4637

I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.

By: *[Signature]*
Deputy Clerk





RETAMA ACRES SUBDIVISION
Vol. 9, Pg. 46 H.C.M.R.
BLOCK "A"

LOT 18 POINT OF BEGINNING
N.W. corner Lot 20
X=1086222.9714
Y=16655786.7716

150.00' CP&L Esmt. & R.O.W.
(Vol. 1648, Pg.442 H.C.D.R.)

75.00' LOT 22

Property/Lot line

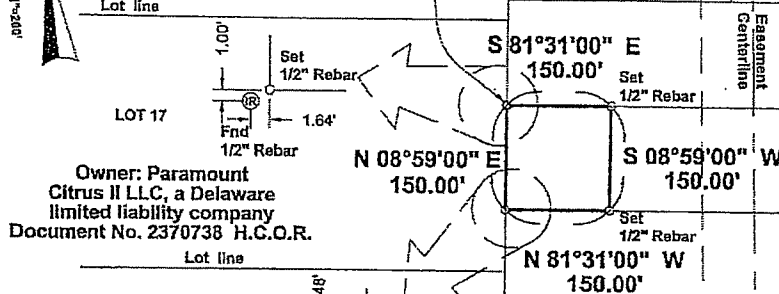
RAMSEYER GARDENS
SUBDIVISION
Vol. 9, Pg. 16 H.C.M.R.

Property line

LOT 21
Owner: Marion & Kathy Tolley
Document No. 2123468 H.C.O.R.

Owner: Daniel & Irma Lozano
Document No. 1014627 H.C.O.R.
LOT 20

Owner: Maria Celia Aldape Aguilar
Document No. 825371 H.C.O.R.



Parcel 53

Total Acreage: 5.000 ac.
To be Acquired: 0.521 ac.
Exist. Road R.O.W.: 0.000 ac.
Proposed Net Taking: 0.521 ac.
Remainder: 4.479 ac.

**SURVEY PLAT
OF PARCEL 53
BEING A 0.521-ACRE TRACT OF
LAND OUT OF THE NORTH 5-ACRES
OF LOT 20
RAMSEYER GARDENS SUBDIVISION
HIDALGO COUNTY, TEXAS
VOLUME 9 PAGE 16, H.C.M.R.**

Legend

—x—	Exist. fence line
—w—	Exist. water line
—@—	Exist. iron rod
—@—	Exist. cotton picker spindle
—@—	Exist. irrigation valve
—G—	Exist. gas line
—ir—	Exist. irrigation line
—T—	Exist. telephone line

Notes:
1. Set indicates (1/2 inch iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



Mark W. Lupher
MARK W. LUPHER - R.P.L.S. # 4837

DATE: 10-28-13

Document:

OWNER: Daniel and Irma Lozano by virtue of a Warranty Deed dated August 16, 2001, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Document No. 1014627, Official Records, Hidalgo County, Texas.

DESCRIPTION: A tract of land out of the North 5 acres of Lot 20 Ramseyer Gardens, Hidalgo County, Texas, according to the map thereof recorded in Volume 9, Page 16, Map Records, Hidalgo County, Texas.



I, Arturo Guajardo, County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.

OCT 18 2013

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Midland, Texas 79702
(817) 434-7898

Electronically Submitted
8/26/2016 3:57:40 PM
Hidalgo County Clerks Office
Accepted by: Norma Harlow

CAUSE NO. CCD-0349-D


HIDALGO COUNTY DRAINAGE § CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE §
 § IN THE COUNTY COURT AT LAW
VS. § NO. 4
 §
DANIEL LOZANO AND IRMA §
LOZANO § OF HIDALGO COUNTY, TEXAS

ORDER AWARDING FEES TO SPECIAL COMMISSIONERS

Pursuant to Texas Property Code §21.047(c), I hereby tax the following amounts as a reasonable fee for each Special Commissioner as part of the court costs of this proceeding:

Juan Roberto "J.R." Ramirez	\$ 1,500.00
F. Xavier Ornelas	\$ 1,500.00
M. Mario Garcia	\$ 1,500.00

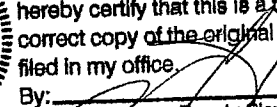
SIGNED this 31st day of August, 2016.


JUDGE PRESIDING

cc: Gregory S. Kazen, Atlas, Hall & Rodriguez, LLP, 818 Pecan, McAllen, TX 78501

Received from the Court
On 8/31/2016 3:49:26 PM
Initials: VO



Date: OCT 18 2016
I, Arturo Guejardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: 
Deputy Clerk

CAUSE NO. CCD-0349-D

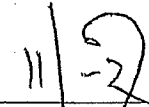
HIDALGO COUNTY DRAINAGE	§	CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE	§	
	§	IN THE COUNTY COURT AT LAW
VS.	§	NO. 4
	§	
DANIEL LOZANO AND IRMA	§	
LOZANO	§	OF HIDALGO COUNTY, TEXAS

STATEMENT OF COSTS


WE, THE SPECIAL COMMISSIONERS in the above-styled and entitled proceeding in condemnation, having assessed the damages, make the following statement of accrued costs of the proceeding, said costs to be adjudged against Plaintiff in condemnation of the property of DANIEL LOZANO AND IRMA LOZANO. The costs of this proceeding which have accrued to date are as follows:

1. Fee due is: \$250.00 for serving defendant(s) with citation of petition and notice of hearing.
2. Filing fees due Clerk, Hidalgo County Court at Law No. One-First Statement in Action for Condemnation: \$ 51.45; Lis Pendens: \$ 48.00; Release of Lien: \$ 40.00.

Signed this 26th day of August, 2016.



 Juan Roberto "J.R." Ramirez, Special Commissioner



 F. Xavier Ornelas, Special Commissioner



 M. Mario Garcia, Special Commissioner

The foregoing Statement of Costs was filed with me this 23rd day of September, 2016.



 Judge Presiding
 Hidalgo County Court at Law No. Four

AI -56985

7.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to pay amount for taking of real property for Cause No. CCD-0335-D; Parcel 56, J-09 Project and approval of payment to (3) Special Commissioners.

BACKGROUND

Fiscal Impact

Attachments

Parcel 56

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Jaime Salazar		Started On: 10/20/2016 04:35 PM
Final Approval Date: 10/21/2016		

Electronically Submitted
9/16/2016 2:59:54 P
Hidalgo County Clerks Office
Accepted by: Norma Harlo

CAUSE NO. CCD-0335-D

HIDALGO COUNTY DRAINAGE § CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE §
 §
VS. § IN THE COUNTY COURT AT LAW
 § NO. 4
 §
HAROLD S. DRAKE AND CECILIA §
J. DRAKE § OF HIDALGO COUNTY, TEXAS


AWARD OF SPECIAL COMMISSIONERS

On the 16th day of September, 2016, in the City of McAllen, Hidalgo County, Texas, the above-styled proceedings in Eminent Domain came on to be heard before the undersigned three disinterested freeholders of Hidalgo County, Texas, heretofore appointed as Special Commissioners by the Judge of the County Court at Law No. Four of Hidalgo County, Texas, to assess the damages caused by these proceedings; and came the Plaintiff, Hidalgo County Drainage District Number One, acting herein by and through the Commissioners' Court of said County; and Defendants **HAROLD S. DRAKE AND CECILIA J. DRAKE**; and Plaintiff having announced ready, the Special Commissioners proceeded to hear evidence, and made the following findings:

I.

That on the 21st day of January, 2016, Hidalgo County Drainage District Number One, Plaintiff, filed Plaintiff's' First Statement in Action for Condemnation, with the Judge of the County Court at Law No. Four of Hidalgo County, Texas, wherein, upon the facts and for the purposes therein stated, Plaintiff sought judgment vesting fee simple to certain land, save and except all oil, gas and sulphur beneath said land, with no right remaining in the owners of said oil, gas and sulphur of ingress or egress to or from the surface of said land for the purpose of exploring, developing, drilling or mining of same, said land being situated in Hidalgo County,

Date: 9/22/16
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: Arturo Guajardo, Jr.



Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for any and all purposes.

II.

That upon consideration of said written statement so filed by Plaintiff, the Judge of the County Court at Law No. Four of Hidalgo County, Texas, did on the 10th day of May, 2016, appoint Juan Roberto "J.R." Ramirez, F. Xavier Ornelas and M. Mario Garcia, three disinterested freeholders of Hidalgo County, Texas, as Special Commissioners, to assess the damages caused by the taking of said property. Thereafter, said Special Commissioners duly qualified as such, each taking the oath prescribed by law, which oaths are on file with the papers in this cause.

III.

That after having so qualified, said Special Commissioners, by written notice, designated and appointed the 16th day of September, 2016, at 2:00 p.m., as the date and time, and Atlas, Hall & Rodriguez, LLP, 818 Pecan, McAllen, Hidalgo County, Texas 78501, as the place for hearing said statement and parties, said date being the earliest practicable time and such place being in the county in which the land or a part thereof is situated. Said notice was issued on July 21, 2016, and Defendants were duly served with notice and notified in the manner provided by law of such hearing and the time and place thereof.

IV.

That on the 16th day of September, 2016, said Special Commissioners did convene, and Plaintiff and Defendants appeared, in person, and announced ready for such hearing, and said Special Commissioners proceeded to hear evidence as to the damages which will be sustained by **HAROLD S. DRAKE AND CECILIA J. DRAKE**, by reason of the taking of said land, and



Date: 9/22/16
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in this case.
By: [Signature]
Deputy Clerk

after hearing and considering such evidence, said Special Commissioners did find and determine and accordingly assess damages to be paid by Hidalgo County Drainage District Number One, according to the rules of damages set forth in Section 21.042 of the Texas Property Code, as follows:

Damages for Taking: \$ 92,834.70
Remainder Damages: \$ — 0 —
Total Damages: \$ 92,834.70

The costs of this proceeding are adjudged against Plaintiff.

RENDERED this 16th day of September, 2016.

Juan Roberto "J.R." Special Commissioner

F. Xavier Ornelas, Special Commissioner

M. Mario Garcia, Special Commissioner

The foregoing Award of Special Commissioners was filed with me this 19th day of September, 2016.

Judge Presiding
Hidalgo County Court at Law No. Four



Date: 9/16/2016
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____
Deputy Clerk

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: HAROLD S. AND CECILIA J. DRAKE

FIELD NOTES FOR PARCEL – 56

Being a 4.103 (178,727.61 square feet) of an acre tract of land more or less out of a 12.722-acre tract of land out of Lots 56, & 57, Ramseyer Gardens Subdivision, Hidalgo County, Texas, as recorded in Volume 9, Page 16, Map Records, Hidalgo County, Texas. Said 12.722-acre tract of land is vested to Harold S. and Cecilia J. Drake by virtue of a Warranty Deed dated April 20, 1983, recorded under Vol. 1835, Pg. 490, Deed Records, Hidalgo County, Texas. Said 4.103 (178,727.61 square feet) of an acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of Lot 57, Ramseyer Gardens Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 16 of Hidalgo County Map Records, with surface coordinates of X=1087607.7255 and Y=16655264.1268, **THENCE**, S 08° 31' 00" E, with the north line of said Lot 57, a distance of 20.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the east Right-of-Way line of Rio Grande Care Rd for an external corner and the **POINT OF BEGINNING**. Coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 08° 31' 00" E, with the north line of said Lot 57, a distance of 599.40 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for an internal corner of said tract herein described;

THENCE, N 08° 57' 09" E, a distance of 77.85 feet to an iron pipe found for the Northwest corner of said tract herein described;

THENCE, S 80° 59' 42" E, a distance of 353.99 feet measured (358.00 feet recorded) to an iron pipe found for the Northeast corner of said tract herein described;

THENCE, S 08° 33' 30" W, a distance of 74.62 feet pass the common line of Lots 56 & 57, and continuing for a total distance of 233.58 feet to a 1/2" rebar found for the Southeast corner of said tract herein described;

THENCE, N 81° 31' 00" W, parallel with the north line of said Lot 57, a distance of 955.09 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the east Right-of-Way line of Rio Grande Care Rd, for the Southwest corner of said tract herein described;

THENCE, N 08° 59' 00" E, with the east Right-of-Way line of Rio Grande Care Rd, a distance of 158.96 feet to the **POINT OF BEGINNING** and containing 4.103 (178,727.61 square feet) of an acre of land, of which 0.407 of an acre of land lies in existing gas easement and leaving a **PROPOSED NET TAKING** of 3.696 acres of land, more or less.

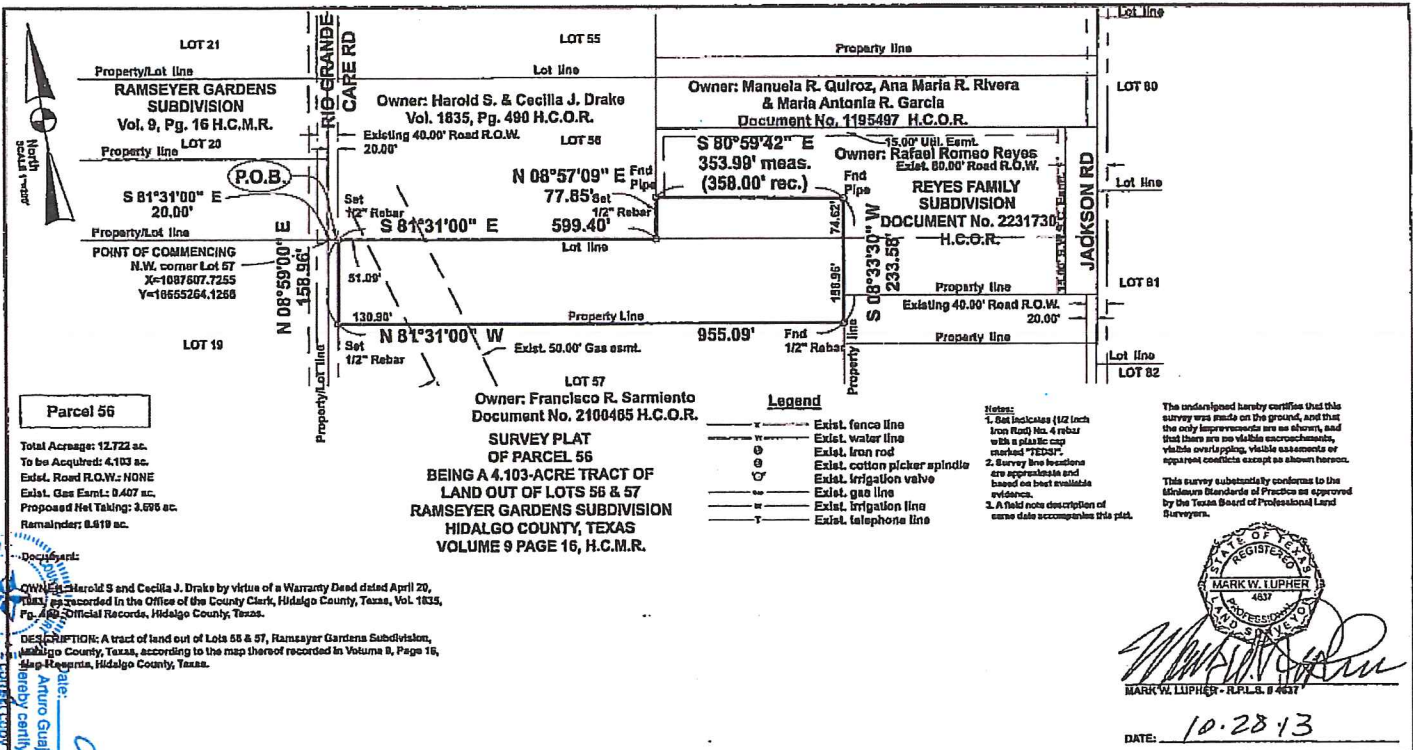
A plat of same date accompanies this Field Note Description



Mark W. Lupher
Mark W. Lupher – R.P.L.S. # 4637



10/25/13 9/16/16
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: *Arturo Guajardo, Jr.*
Deputy Clerk



Parcel 56

Total Acreage: 12.722 ac.
 To be Acquired: 4.103 ac.
 Exist. Road R.O.W.: NONE
 Exist. Gas Easmt.: 0.407 ac.
 Proposed Net Taking: 3.696 ac.
 Remainder: 8.619 ac.

Owner: Francisco R. Sarmiento
Document No. 2100485 H.C.O.R.
SURVEY PLAT
OF PARCEL 56
BEING A 4.103-ACRE TRACT OF
LAND OUT OF LOTS 56 & 57
RAMSEYER GARDENS SUBDIVISION
HIDALGO COUNTY, TEXAS
VOLUME 9 PAGE 16, H.C.M.R.

- Legend**
- Exist. fence line
 - Exist. water line
 - Exist. iron rod
 - Exist. cotton picker spindle
 - ∩ Exist. irrigation valve
 - Exist. gas line
 - Exist. irrigation line
 - Exist. telephone line

Notes:
 1. Set includes (1/2 inch iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
 2. Survey line locations are approximate and based on best available evidence.
 3. A field note description of same date accompanies this plat.

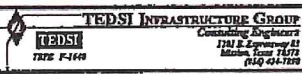
The undersigned hereby certifies that this survey was made on the ground, and that the only impressions are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.
 This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



Mark W. Lupter
 MARK W. LUPTER - P.L.S. # 4637

DATE: 10.28.13

DocuSign
 QWN Harold S and Cecilia J. Drake by virtue of a Warranty Deed dated April 20, 2013, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Vol. 1833, Pg. 489 Official Records, Hidalgo County, Texas.
 DESCRIPTION: A tract of land out of Lots 56 & 57, Ramseyer Gardens Subdivision, Hidalgo County, Texas, according to the map thereof recorded in Volume 9, Page 16, Map Reports, Hidalgo County, Texas.
 Date: 10/28/13
 Arturo Guadalupe, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document.
 by: *Arturo Guadalupe, Jr.*
 Deputy Clerk



Electronically Submitted
 11/16/2016 2:59:54 P
 Hidalgo County Clerk's Office
 Accepted by: Norma Harjo

CAUSE NO. CCD-0335-D

HIDALGO COUNTY DRAINAGE	§	CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE	§	
	§	
VS.	§	IN THE COUNTY COURT AT LAW
	§	NO. 4
	§	
HAROLD S. DRAKE AND CECILIA	§	
J. DRAKE	§	OF HIDALGO COUNTY, TEXAS

STATEMENT OF COSTS


WE, THE SPECIAL COMMISSIONERS in the above-styled and entitled proceeding in condemnation, having assessed the damages, make the following statement of accrued costs of the proceeding, said costs to be adjudged against Plaintiff in condemnation of the property of Harold S. Drake and Cecilia J. Drake. The costs of this proceeding which have accrued to date are as follows:

1. Fee due is: \$3,332.87 for serving defendant(s) with citation of petition and notice of hearing.
2. Filing fees due Clerk, Hidalgo County Court at Law No. One-First Statement in Action for Condemnation: \$55.56; Lis Pendens: \$48.00.

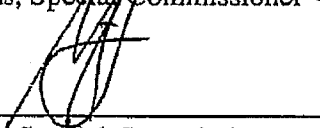
Signed this 16th day of September, 2016.



 Juan Roberto "J.R." Ramirez, Special Commissioner



 F. Xavier Ornelas, Special Commissioner



 M. Mario Garcia, Special Commissioner

The foregoing Statement of Costs was filed with me this 19th day of September, 2016.



 Judge Presiding
 Hidalgo County Court at Law No. Four

CAUSE NO. CCD-0335-D

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE § CONDEMNATION PROCEEDINGS FILED
 §
 §
VS. §
 §
 §
HAROLD S. DRAKE AND CECILIA § IN THE COUNTY COURT AT LAW
J. DRAKE §
 §
 § NO. 4
 §
 § OF HIDALGO COUNTY, TEXAS

ORDER AWARDING FEES TO SPECIAL COMMISSIONERS

Pursuant to Texas Property Code §21.047(c), I hereby tax the following amounts as a reasonable fee for each Special Commissioner as part of the court costs of this proceeding:

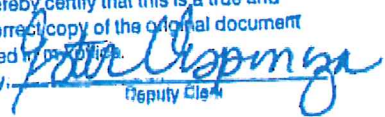
Juan Roberto "J.R." Ramirez	\$ 1,000.00
F. Xavier Ornelas	\$ 1,000.00
M. Mario Garcia	\$ 1,000.00

SIGNED this 19th day of September, 2016.



JUDGE PRESIDING

cc: Gregory S. Kazen; Atlas, Hall & Rodriguez, LLP, 818 Pecan, McAllen, TX 78501

Date: 9/22/16
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in this cause.
By: 
Deputy Clerk



AI -56986

8.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to pay amount for taking of real property for Cause No. CCD-0344-D; Parcel 18, J-09 Project and approval of payment to (3) Special Commissioners.

BACKGROUND

Fiscal Impact

Attachments

Parcel 18

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Jaime Salazar		Started On: 10/20/2016 04:39 PM
Final Approval Date: 10/21/2016		

CAUSE NO. CCD-0344-A

HIDALGO COUNTY DRAINAGE	§	CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE	§	
	§	
VS.	§	
	§	
REUBEN ESCALONA, SR. and	§	IN THE COUNTY COURT AT LAW
TERESA D. ESCALONA	§	NO. 1
	§	
AND	§	
	§	
LA JOYA INDEPENDENT SCHOOL	§	
DISTRICT, SOUTH TEXAS COLLEGE	§	
and HIDALGO COUNTY	§	
(AS LIENHOLDERS)	§	OF HIDALGO COUNTY, TEXAS


AWARD OF SPECIAL COMMISSIONERS

On the 17th day of August, 2016, in the City of McAllen, Hidalgo County, Texas, the above-styled proceedings in Eminent Domain came on to be heard before the undersigned three disinterested freeholders of Hidalgo County, Texas, heretofore appointed as Special Commissioners by the Judge of the County Court at Law No. One of Hidalgo County, Texas, to assess the damages caused by these proceedings; and came the Plaintiff, Hidalgo County Drainage District Number One, acting herein by and through the Commissioners' Court of said County; and Defendants **REUBEN ESCALONA, SR. and TERESA D. ESCALONA AND LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY (AS LIENHOLDERS)**; and Plaintiff having announced ready, the Special Commissioners proceeded to hear evidence, and made the following findings:

I.

That on the 26th day of February, 2016, Hidalgo County Drainage District Number One, Plaintiff, filed Plaintiff's' First Statement in Action for Condemnation, with the Judge of the

Date: AUG 25 2016
 I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in CCD-0344-A
 By: Arturo Guajardo, Jr.
 Deputy Clerk



County Court at Law No. One of Hidalgo County, Texas, wherein, upon the facts and for the purposes therein stated, Plaintiff sought judgment for an easement to certain land, being situated in Hidalgo County, Texas and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for any and all purposes.

II.

That upon consideration of said written statement so filed by Plaintiff, the Judge of the County Court at Law No. One of Hidalgo County, Texas, did on the 16th day of May, 2016, appoint Deborah Crane Alizada, Iliana Castillo-Garza and Rojelio Solis, three disinterested freeholders of Hidalgo County, Texas, as Special Commissioners, to assess the damages caused by the taking of said property. Thereafter, said Special Commissioners duly qualified as such, each taking the oath prescribed by law, which oaths are on file with the papers in this cause.

III.

That after having so qualified, said Special Commissioners, by written notice, designated and appointed the 17th day of August, 2016, at 2:00 p.m., as the date and time, and Atlas, Hall & Rodriguez, LLP, 818 Pecan, McAllen, Hidalgo County, Texas 78501, as the place for hearing said statement and parties, said date being the earliest practicable time and such place being in the county in which the land or a part thereof is situated. Said notice was issued on July 20, 2016, and Defendants were duly served with notice and notified in the manner provided by law of such hearing and the time and place thereof.

IV.

That on the 17th day of August, 2016, said Special Commissioners did convene, and Plaintiff and Defendants appeared, in person, and announced ready for such hearing, and said



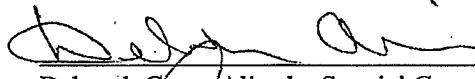
Date: AUG 25 2016
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: [Signature]
Deputy Clerk

Special Commissioners proceeded to hear evidence as to the damages which will be sustained by **REUBEN ESCALONA and TERESA D. ESCALONA**, by reason of the taking of said land, and after hearing and considering such evidence, said Special Commissioners did find and determine and accordingly assess damages to be paid by Hidalgo County Drainage District Number One, according to the rules of damages set forth in Section 21.042 of the Texas Property Code, as follows:

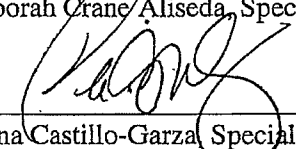
Damages for Taking: \$ 16,259.00
Remainder Damages: \$ 0
Total Damages: \$ 16,259.00

The costs of this proceeding are adjudged against Plaintiff.

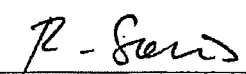
RENDERED this 17th day of August, 2016.



Deborah Crane Aliseda, Special Commissioner



Iliana Castillo-Garza, Special Commissioner



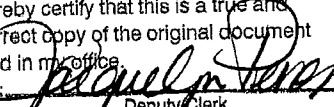
Rogelio Solis, Special Commissioner

The foregoing Award of Special Commissioners was filed with me this 23rd day of August, 2016.



Judge Presiding
Hidalgo County Court at Law No. One



Date: AUG 25 2016
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: 
Deputy Clerk

COUNTY: HIDALGO

HIGHWAY: J-49 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: REUBEN ESCALONA SR. AND SPOUSE TERESA D. ESCALONA

FIELD NOTES FOR PARCEL - 18

Being a 0.585 (25,517.62 square feet) acre tract of land, more or less, out of a 11.256-acre tract of land out of Lot 17, Bentsen Groves Subdivision "F", as recorded in Vol. 12, Pg. 34, Map Records, Hidalgo County, Texas. Said 11.256-acre tract of land is vested to Reuben Escalona Sr. and spouse, Teresa D. Escalona, by virtue of a Warranty Deed with Vendor's Lien dated May 18, 2007, recorded under Document No. 1768330, Official Records, Hidalgo County, Texas. Said 0.585 (25,517.62 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Southeast corner of said Lot 17, Bentsen Groves Subdivision "F", Hidalgo County, Texas, as recorded in Vol. 12, Pg. 34 Map Records, with grid coordinates of X= 1064296.5878 and Y=16658545.8317, **THENCE**, N 81°27' 45" W, with the south line of said Lot 17 a distance of 30.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the west Right-of-Way line of Wallace Rd for the southeast corner of said tract herein described and the **POINT OF BEGINNING**. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 81°27' 45" W, with the south line of said Lot 17, a distance of 1279.51 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the southeast corner of said Lot 17 and of said tract herein described;

THENCE, in a Northeasterly direction, with a curve to the left, thru a delta angle of 02° 22' 14", a tangent of 10.61 feet, a radius of 513.00 feet, an arc length of 21.23 feet, a chord length of 21.22 feet, a chord bearing of N 28° 05' 25" E to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the northwest corner of said tract herein described;

THENCE, S 81°27' 45" E, parallel with the south line of said Lot 17, a distance of 1,272.41 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the west Right-of-Way line of Wallace Rd for the northeast corner of said tract herein described;

THENCE, S 08° 32' 15" W, with the west Right-of-Way line of Wallace Rd and parallel to east line of said Lot 17, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.585 (25,517.62 square feet) acres of land, more or less.

A plat of same date accompanies this Field Note Description



[Handwritten Signature]
Mark W. Luper - R.P.L.S. # 4637

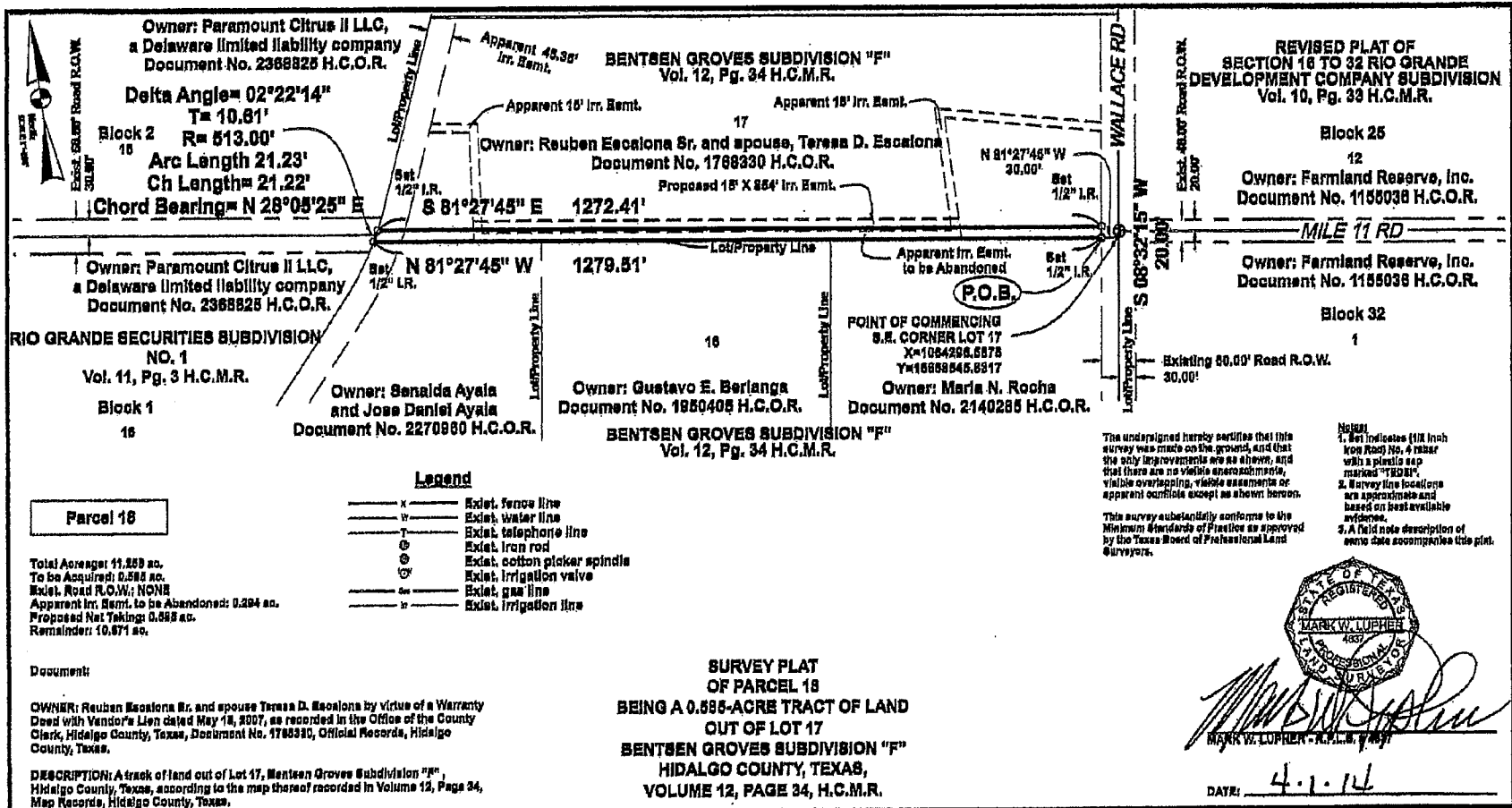
Date: 4.1.14



Date: AUG 25 2016

I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.

By: *[Handwritten Signature]*
Deputy Clerk



Parcel 18

Total Acreage: 11.659 ac.
 To be Acquired: 0.588 ac.
 Exist. Road R.O.W.: NONE
 Apparent Irr. Emt. to be Abandoned: 0.294 ac.
 Proposed Net Taking: 0.588 ac.
 Remainder: 10.871 ac.

- Legend**
- x — Exist. fence line
 - w — Exist. water line
 - t — Exist. telephone line
 - ⊙ Exist. iron rod
 - ⊙ Exist. cotton picker spindle
 - ⊙ Exist. irrigation valve
 - g — Exist. gas line
 - v — Exist. irrigation line

Document:

OWNER: Reuben Escalona Sr. and spouse Teresa D. Escalona by virtue of a Warranty Deed with Vendor's Lien dated May 18, 2007, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Document No. 1789310, Official Records, Hidalgo County, Texas.

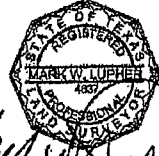
DESCRIPTION: A track of land out of Lot 17, Bentsen Groves Subdivision "F", Hidalgo County, Texas, according to the map thereof recorded in Volume 12, Page 34, Map Records, Hidalgo County, Texas.

**SURVEY PLAT
 OF PARCEL 18
 BEING A 0.588-ACRE TRACT OF LAND
 OUT OF LOT 17
 BENTSEN GROVES SUBDIVISION "F"
 HIDALGO COUNTY, TEXAS,
 VOLUME 12, PAGE 34, H.C.M.R.**

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent encroachments except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

- NOTES:**
1. Set indicates (1/4" inch Iron Rod) No. 4 marker with a plastic cap marked "18021".
 2. Survey line locations are approximate and based on best available evidence.
 3. A full site description of acre data comprises this plat.



Mark W. Lupter
 MARK W. LUPTER - R.L.S. #4897

DATE: 4.1.14



Electronically Submitted
 8/17/2016 3:56:47 PM
 Hidalgo County Clerks Office
 Accepted by: Ester Espinoza

FILED
 AUG 25 2016
 I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
Arturo Guajardo, Jr.
 County Clerk

CAUSE NO. CCD-0344-A

HIDALGO COUNTY DRAINAGE	§	CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE	§	
	§	
VS.	§	
	§	
REUBEN ESCALONA, SR. and	§	IN THE COUNTY COURT AT LAW
TERESA D. ESCALONA	§	NO. 1
	§	
AND	§	
	§	
LA JOYA INDEPENDENT SCHOOL	§	
DISTRICT, SOUTH TEXAS COLLEGE	§	
and HIDALGO COUNTY	§	
(AS LIENHOLDERS)	§	OF HIDALGO COUNTY, TEXAS

STATEMENT OF COSTS


WE, THE SPECIAL COMMISSIONERS in the above-styled and entitled proceeding in condemnation, having assessed the damages, make the following statement of accrued costs of the proceeding, said costs to be adjudged against Plaintiff in condemnation of the property of REUBEN ESCALONA, SR. and TERESA D. ESCALONA. The costs of this proceeding which have accrued to date are as follows:

1. Fee due is: \$ 575.00 for serving defendant(s) with citation of petition and notice of hearing.
2. Filing fees due Clerk, Hidalgo County Court at Law No. One-First Statement in Action for Condemnation: \$ 51.45; Lis Pendens: \$ 48.00.

Signed this 17th day of August, 2016.



Deborah Crate Aliseda, Special Commissioner



Iliana Castillo-Garza, Special Commissioner



Rogelio Solis, Special Commissioner

The foregoing Statement of Costs was filed with me this 23rd day of
August, 2016.



Judge Presiding
Hidalgo County Court at Law No. One

CAUSE NO. CCD-0344-A

HIDALGO COUNTY DRAINAGE	§	CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE	§	
	§	
VS.	§	
	§	
REUBEN ESCALONA, SR. and	§	IN THE COUNTY COURT AT LAW
TERESA D. ESCALONA	§	NO. 1
	§	
AND	§	
	§	
LA JOYA INDEPENDENT SCHOOL	§	
DISTRICT, SOUTH TEXAS COLLEGE	§	
and HIDALGO COUNTY	§	
(AS LIENHOLDERS)	§	OF HIDALGO COUNTY, TEXAS

ORDER AWARDING FEES TO SPECIAL COMMISSIONERS

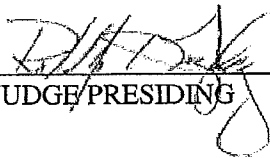
Pursuant to Texas Property Code §21.047(c), I hereby tax the following amounts as a reasonable fee for each Special Commissioner as part of the court costs of this proceeding:

Deborah Crane Aliseda	\$	\$1,850.00

Iliana Castillo-Garza	\$	\$1,850.00

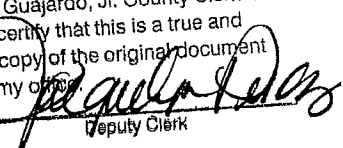
Rojelio Solis	\$	\$1,850.00

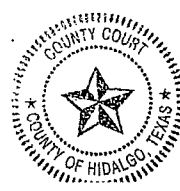
SIGNED this 22nd day of August, 2016.



JUDGE/PRESIDING

cc: Gregory S. Kazen, Atlas, Hall & Rodriguez, LLP, 818 Pecan, McAllen, TX 78501

Date: AUG 25 2016
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: 
Deputy Clerk



AI -56988

9.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Agreement No. HCDD1-16-008-02-12, Urban Infrastructure Group, Inc. to introduce sub consultant for Pct. 1 - Mile 13 1/2 and FM 1015 area Drainage Improvement Project. No amount associated with this Supplemental.

BACKGROUND

Fiscal Impact

Attachments

SA No. 1

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Jaime Salazar		Started On: 10/20/2016 04:48 PM
Final Approval Date: 10/21/2016		

EXHIBIT "F"

**SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of **Article 8** of the Agreement made by and between **Hidalgo County Drainage District No. 1**, hereinafter called the "**Owner**", and **Urban Infrastructure Group, Inc.**, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the **16th** day of **February, 2016** concerning **Owner's** desire to contract with the **Engineer** to provide management and professional engineering services for the **Pct. 1 - Mile 13 ½ and FM 1015 area Drainage Improvement Project**, (hereinafter referred to as "**Project**"); and

WHEREAS, **Article 14 – Subcontracting & Assignment** of the Agreement, this article states that the **Engineer** shall notify the **Owner** when any sub-consultant firm needs to be added to the agreement for various work task; and

WHEREAS, it has become necessary to amend the Agreement to identify a sub-consultant firm and their associated rates.

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

The Engineer is requesting approval to add the following Sub-Consultant Firm and their respective rates to the Agreement: CDS Muery.

All other articles and provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Supplemental Agreement No. 1** to the Agreement for Professional Services to be executed as of the ____ day of _____, _____.

ENGINEER:
Urban Infrastructure Group, Inc.

OWNER:
Hidalgo County Drainage District No. 1

BY: _____
Craig A. Gonzalez, P.E., President

BY: _____
Ramon Garcia, Chairman of the Board

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

**CDS MUERY - RATE SCHEDULE
2016**

Survey Crews:

Survey crews are available at fixed hourly party rates. Hourly rates include normal supplies used in the field such as laths, guards, flagging, etc.

One (1) man field crew	-	\$ 85.00 per hour
Two (2) man field crew	-	\$ 125.00 per hour
Three (3) man field crew	-	\$ 150.00 per hour
Four (4) man field crew	-	\$ 170.00 per hour
GPS - One (1) man crew	-	\$ 105.00 per hour
GPS - Two (2) man crew	-	\$ 150.00 per hour
GPS - Three (3) man crew	-	\$ 175.00 per hour
GPS - Four (4) man crew	-	\$ 200.00 per hour

AI -56991

10.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Raul Sesin

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds Budget: 300 J09 Project - Pct.4

Approval to issue payment on the following item:

Invoice No. PP14-17-2016 in the amount of \$142,011.20 from Hidalgo County Precinct No. 4 for the reimbursement of labor, machine hours and fuel related to the construction of the J-09 project.

Project Engineer: Tedsi Infrastructure Group

BACKGROUND

Fiscal Impact

Attachments

[Pct.4 Inv#PP14-17-2016](#)

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Claudette Guerrero		Started On: 10/20/2016 05:30 PM
Final Approval Date: 10/21/2016		

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

OCT 12 2016

8:27 AM PM

BY: MJP

Pct. 4 INVOICE

Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph #: (956) 383-3112
Fax #: (956) 381-5905

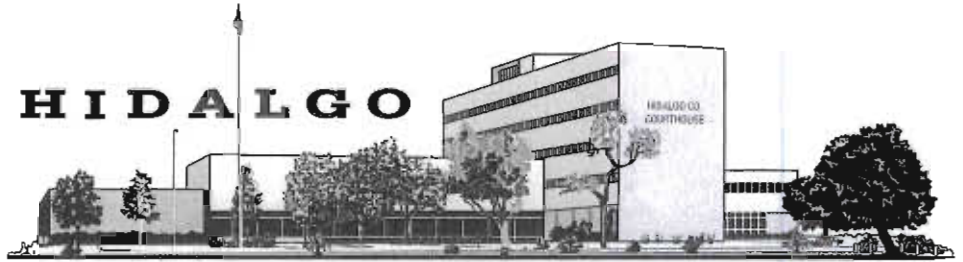


Name: Nick Perez Date: 10/11/2016
Attention: Jaime J. Salazar Project: J-09
Address: 902 N. Doolittle Rd, Edinburg, Tx 78542 Invoice #: PP14-17-2016

Description	Amount
J-09 Project Total Per Pay Period for 2016	
Pay Period 14	\$ 15,341.00
Pay Period 15	\$ 30,593.65
Pay Period 16	\$ 46,242.89
Pay Period 17	\$ 49,833.66
Total-	\$ 142,011.20

MAKE CHECK PAYABLE TO: HIDALGO COUNTY PCT. NO. 4

COUNTY *of* HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

October 7, 2016

Honorable Joseph Palacios
Hidalgo County Commissioner Pct. 4
1051 North Doolittle
Edinburg, Texas 78541


Dear Commissioner Palacios:

The Auditor's Office has concluded the review of the J-09 Project for pay periods 14, 15, 16, and 17 for 2016. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is \$142,011.20.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is \$142,011.20 for the pay periods stated above. Enclosed is a CD which includes the supporting documentation.

Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,


Raymundo Eufrazio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 131ST D.C.

ROSE BUENRA REYNA
JUDGE, 205TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 385TH D.C.

AIDA BALINAS FLORES
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 448TH D.C.

J-09 Drainage Project

2016	<u>Original Request</u>	<u>Allowed</u>	<u>Disallowed Amount</u>	<u>Total Due From DD#1</u>
PP14				
6/13/2016-6/26/2016				
Labor	\$ 2,261.00	\$ 2,261.00	\$ -	\$ 2,261.00
Equipment	13,080.00	13,080.00	-	13,080.00
Fuel	1,065.07	-	1,065.07	-
Total	<u>16,406.07</u>	<u>15,341.00</u>	<u>1,065.07</u>	<u>15,341.00</u>
PP15				
6/27/2016-7/10/2016				
Labor	\$ 10,682.10	\$ 10,682.10	\$ -	\$ 10,682.10
Equipment	19,026.60	19,026.60	-	19,026.60
Fuel	1,419.42	884.95	534.47	884.95
Total	<u>31,128.12</u>	<u>30,593.65</u>	<u>534.47</u>	<u>30,593.65</u>
PP16				
7/11/2016-7/24/2016				
Labor	\$ 14,997.84	\$ 14,997.84	\$ -	\$ 14,997.84
Equipment	30,107.51	29,975.22	132.29	29,975.22
Fuel	2,527.60	1,269.83	1,257.77	1,269.83
Total	<u>47,632.95</u>	<u>46,242.89</u>	<u>1,390.06</u>	<u>46,242.89</u>
PP17				
7/25/2016-8/7/2016				
Labor	\$ 13,526.35	\$ 13,526.35	\$ -	\$ 13,526.35
Equipment	34,007.40	34,007.40	-	34,007.40
Fuel	2,467.23	2,299.91	167.32	2,299.91
Total	<u>50,000.98</u>	<u>49,833.66</u>	<u>167.32</u>	<u>49,833.66</u>
Grand Total	<u>\$ 145,168.12</u>	<u>\$ 142,011.20</u>	<u>\$ 3,156.92</u>	<u>\$ 142,011.20</u>

Labor	\$ 41,467.29
Equipment	96,089.22
Fuel	4,454.69
	<u>\$ 142,011.20</u>



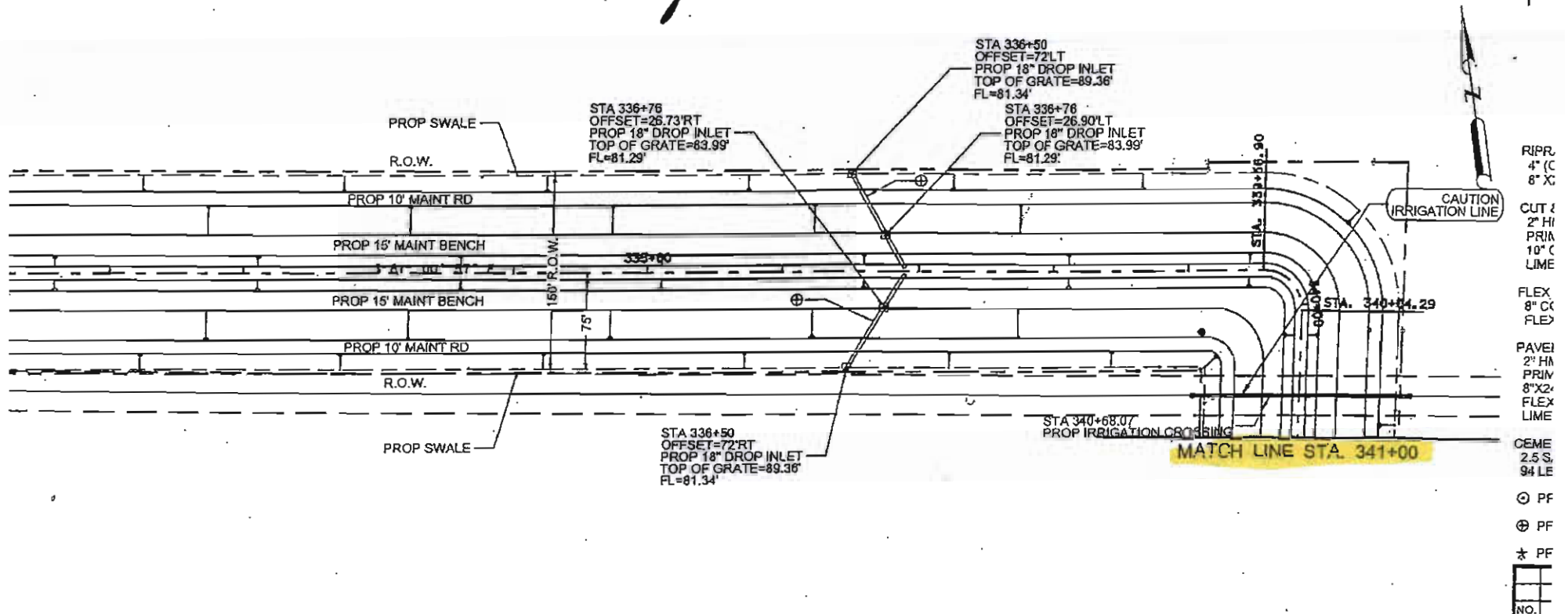
Reviewed Backup of
J-09 Project PP14-17, 2014

9122FD302LH28805B2



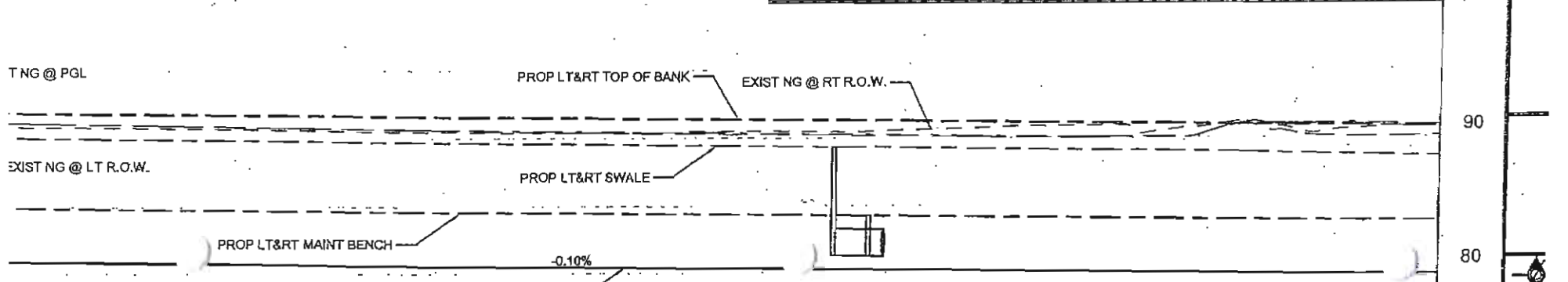
Ray Period 17

Pay Period 16

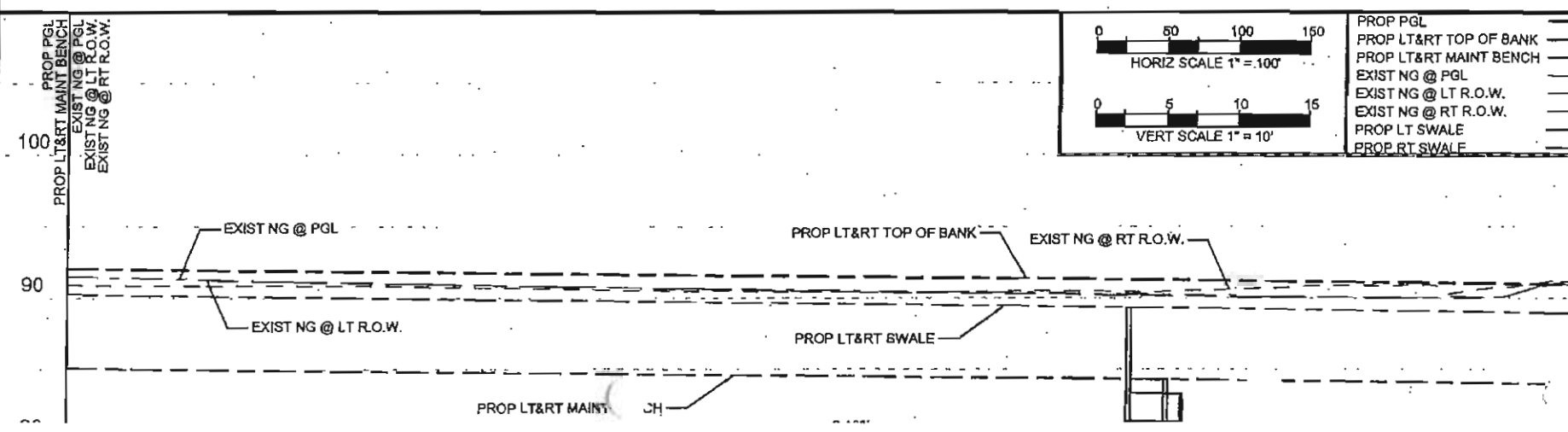
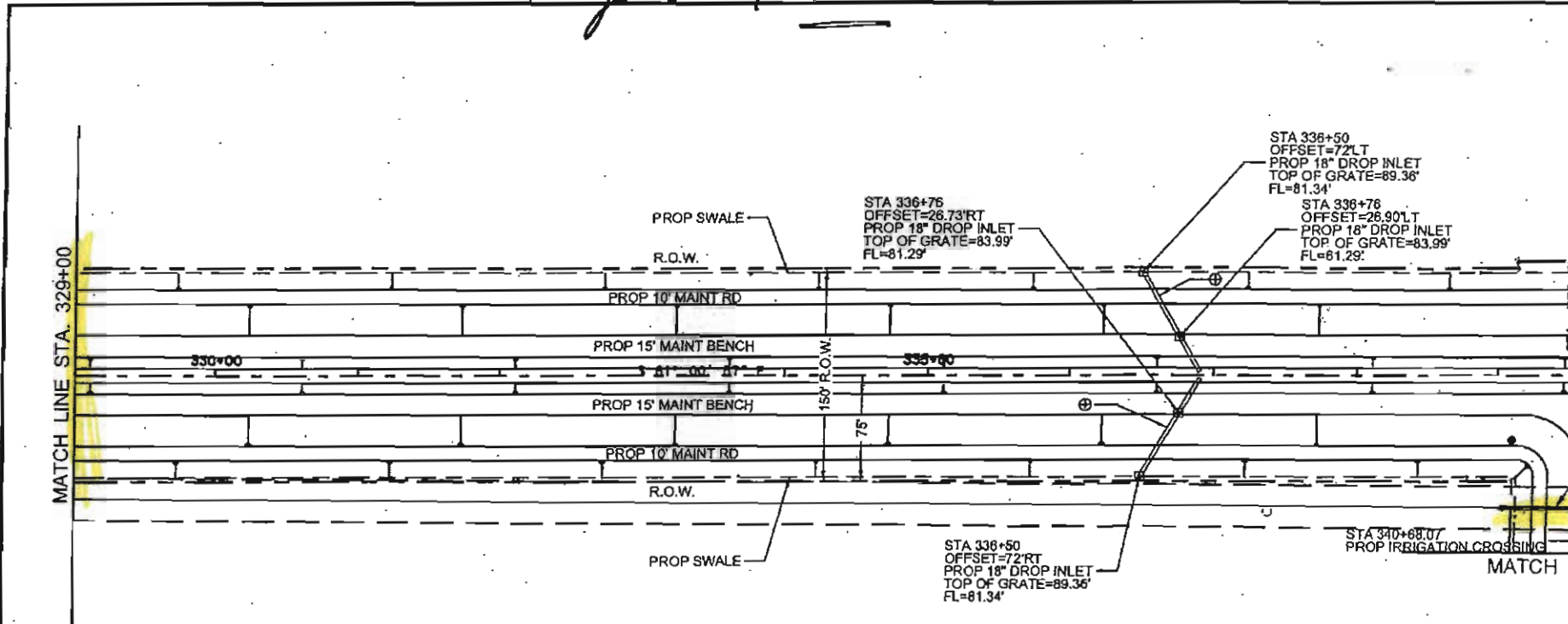


- RIPR.
4" (C
8" X)
- CUT &
2" HI
PRIM
10" C
LIME
- FLEX.
8" CC
FLE
- PAVEI
2" HA
PRIM
8" X2"
FLEX
LIME
- CEME
2.5 S.
94 LE
- ⊙ PF
- ⊕ PF
- ★ PF
- NO.

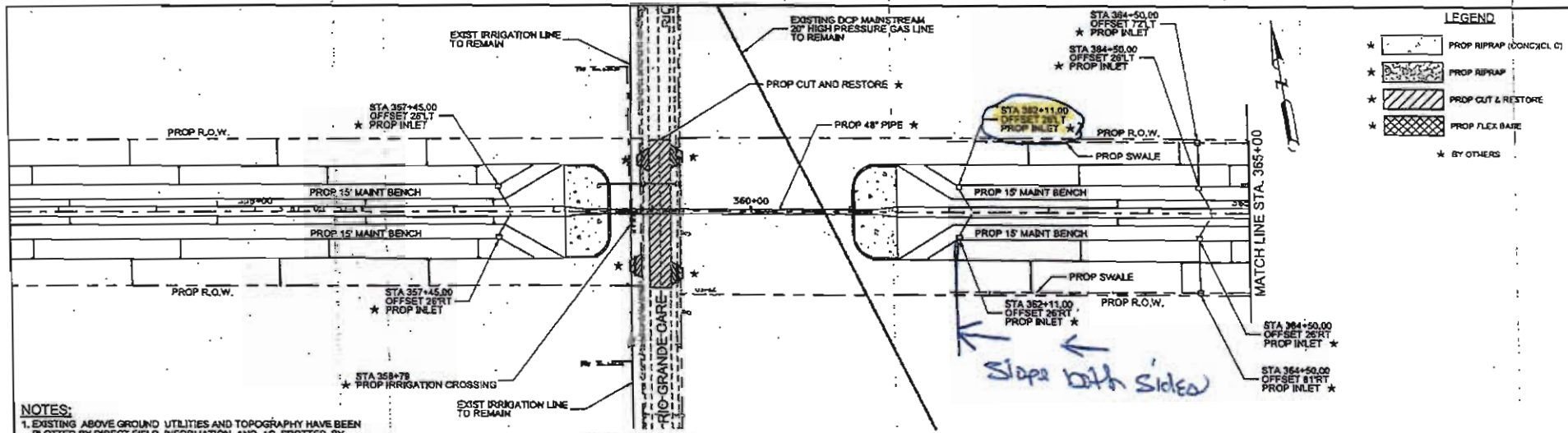
<p>HORIZ SCALE 1" = 100'</p>	<p>VERT SCALE 1" = 10'</p>	PROP PGL PROP LT&RT TOP OF BANK PROP LT&RT MAINT BENCH EXIST NG @ PGL EXIST NG @ LT R.O.W. EXIST NG @ RT R.O.W. PROP LT SWALE PROP RT SWALE
------------------------------	----------------------------	--



Pay Period 15



mtrack to W of RGC(CS)Roadway\J08-PP.dgn



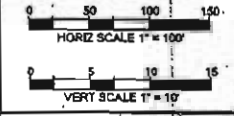
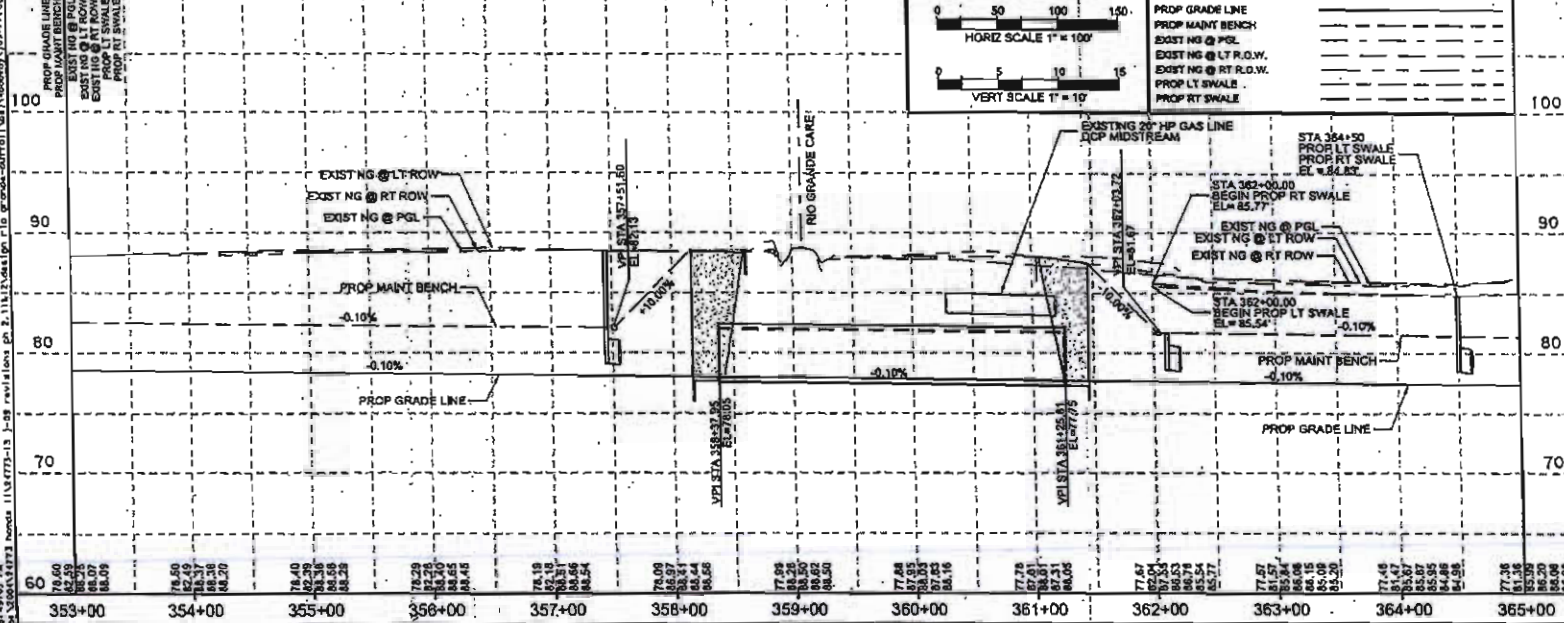
LEGEND

- * [Symbol] PROP RIPRAP (CONCYCL C)
- * [Symbol] PROP RIPRAP
- * [Symbol] PROP CUT & RESTORE
- * [Symbol] PROP FLEX BASE
- * BY OTHERS

NOTES:

1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
2. MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
4. PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 8"
COUNTY AND CITY ROADWAYS: 15"
5. STATIONS/OFFSETS MEASURED FROM CENTERLINE TO CENTER OF DRAINAGE STRUCTURES.

Slope both sides



PROP GRADE LINE
PROP MAINT BENCH
EXIST NG @ PGL
EXIST NG @ LT R.O.W.
EXIST NG @ RT R.O.W.
PROP LT SWALE
PROP RT SWALE

NO.	DATE	REVISION	APP.

**HIDALGO COUNTY
DRAINAGE DISTRICT NO. 1**

2012 BOND PROJECT

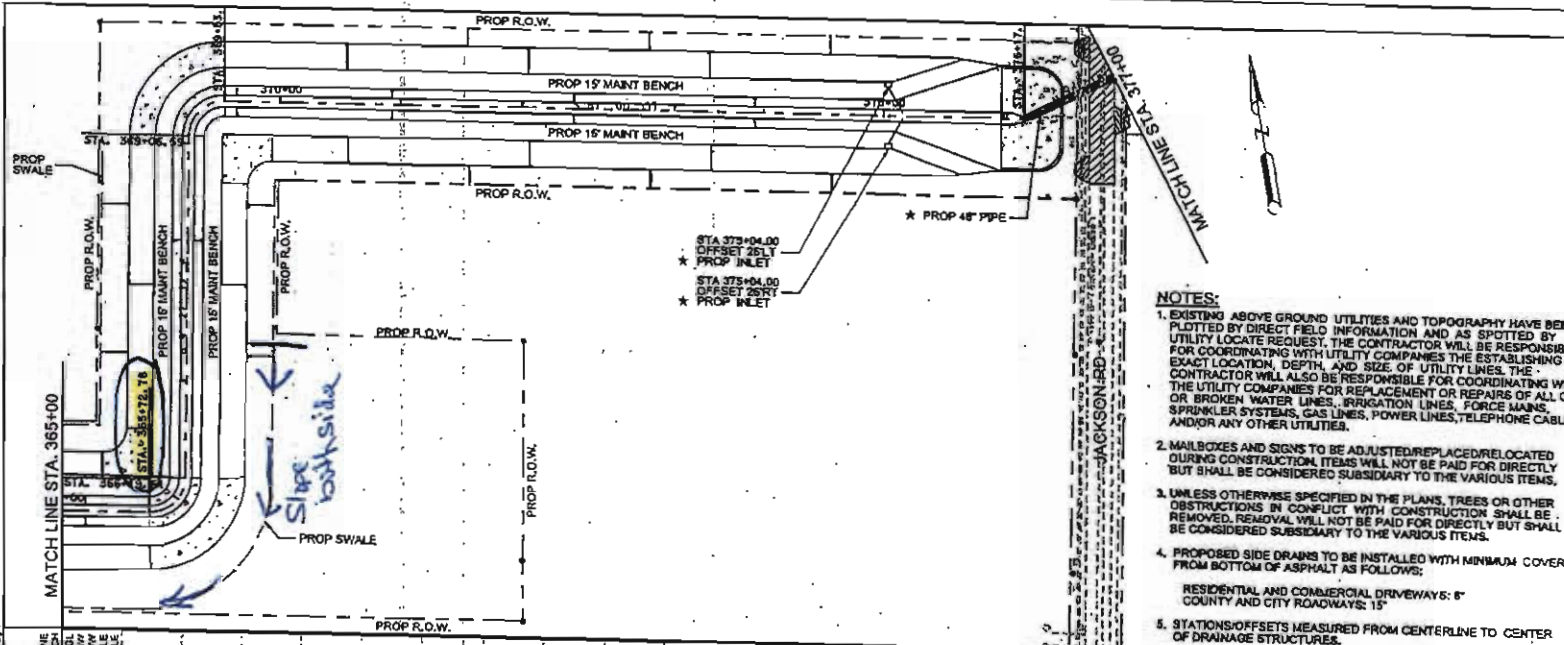
TROSI INFRASTRUCTURE GROUP
Consulting Engineers
7201 F. Cunningham Rd.
Houston, Texas 77057
(281) 425-7100

**J-09 DRAIN IMPROVEMENTS - PHASE 2
RIO GRANDE CARE RD TO N MAIN DRAIN**

PLAN & PROFILE

PROJECT NO.	SHEET NO.	SHEET 1 OF 4
STATE	DIST.	COUNTY
TEXAS	PWR	HIDALGO
DIST.	SECT.	JOB
		HIGHWAY NO.

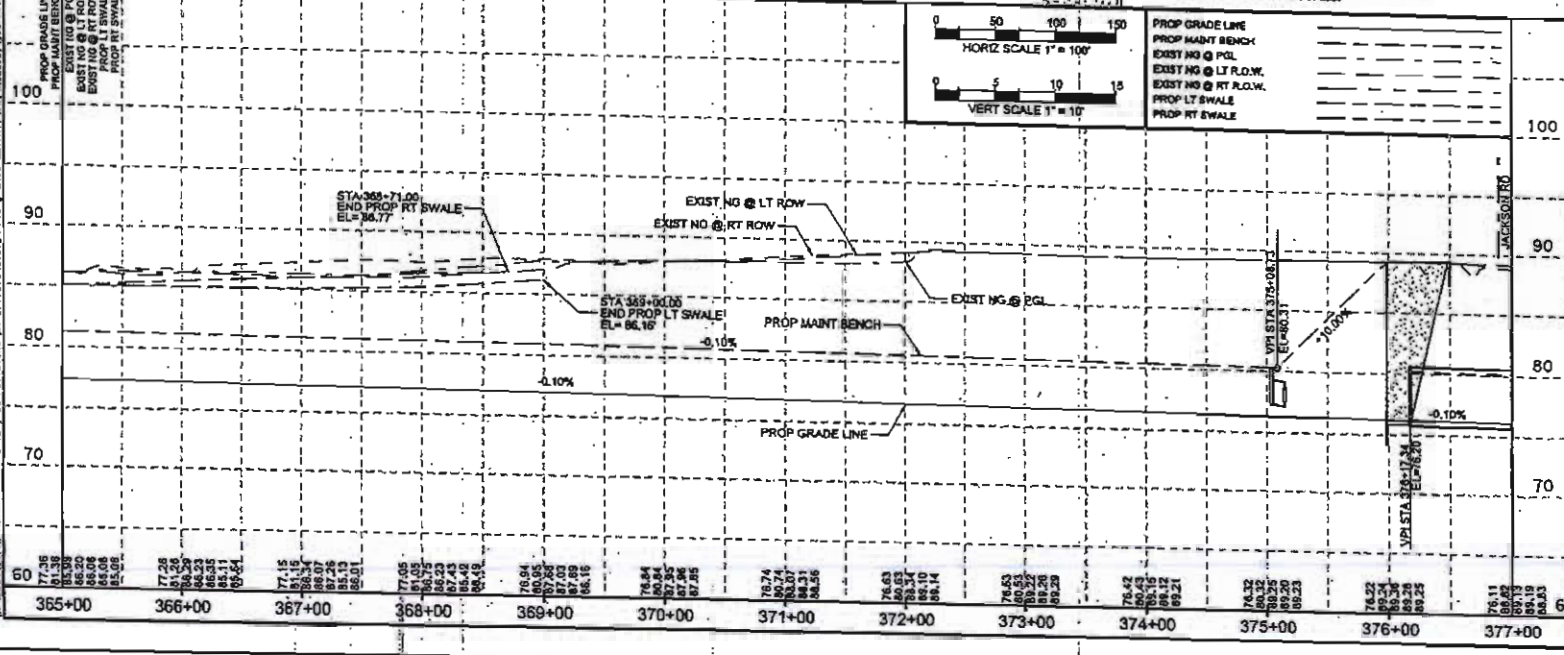
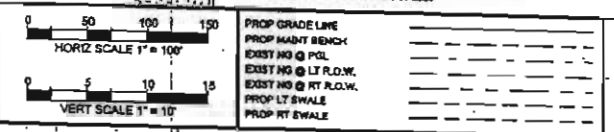
Pay Period 14



LEGEND

- * [Symbol] PROP RIPRAP (CONC) (CL. C)
- * [Symbol] PROP RIPRAP
- * [Symbol] PROP CUT & RESTORE
- * [Symbol] PROP FLUX BASE
- * BY OTHERS

- NOTES:**
- EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
 - MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
 - UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
 - PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"
COUNTY AND CITY ROADWAYS: 15"
 - STATIONS/OFFSETS MEASURED FROM CENTERLINE TO CENTER OF DRAINAGE STRUCTURES.





Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 10/12/2016

Engineer/Firm Name: Hidalgo County Pct. 4

Project Name/Number: J-09 Pay Periods 14, 15, 16 & 17

Invoice No.: PP14-17-2016

Invoice Date: 10/11/2016

Due Date: 11-11-1016

Purchase Order No.: _____

Amount: \$142,011.20

Total # of Pages Submitted: 3

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos Jde Date: 10-12-16

Esther Layton _____ Date: _____

Claudette Guerrero [Signature] Date: 10/12/16

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: _____

AI -56994

11.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Raul Sesin

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds

Budget: 365 Rural Drainage Development Pct.1

Approval to issue payment for Payment Application No. 1 in the amount of \$162,718.65 to Jimenez Engineering Solutions, LLC dba ICE pertaining to Construction Contract No. HCDD1-16-031A-08-09 Mile 6 West & Mile 14 North Area Drainage Improvements.

Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District
PO#630318

BACKGROUND

Fiscal Impact

Attachments

ICE PMT#1-Mile 6 West

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Claudette Guerrero		Started On: 10/20/2016 05:51 PM
Final Approval Date: 10/21/2016		



Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 10/13/2016

Engineer/Firm Name: Jimenez Engineering Solutions LLC dba ICE

Project Name/Number: Mile 6 West and Mile 14 N Area DIP

Invoice No.: Pay Application No. 1

Invoice Date: 10/9/2016

Due Date: 11/12/2016

Purchase Order No.: 630318

Amount: \$162,718.65

Total # of Pages Submitted: 8

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos _____ Date: _____

Esther Layton _____ Date: _____

Claudette Guerrero _____ Date: _____

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: _____



RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

OCT 13 2016

10:52 AM/PM

BY: [Signature]

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County Drainage District No. 1 (OWNER)
From: Jimenez Engineering Solutions LLC dba ICE (CONTRACTOR)
Contract: C-HCDD1-16-031A-08-09
Project: Mile 6 West & Mile 14 North Area Drainage Improvements
Owner's Contract No. C-HCDD1-16-031A-08-09 Engineer's Project No. _____
For Work accomplished through the date of: 10/9/2016

1. Original Contract Price:	\$	433,027.00
2. Net change by Change Order and Written Agreements(+or-):		0
3. Current Contract Price (1 plus 2):	\$	433,027.00
4. Total completed and stored to date:	\$	180,798.50
5. Retainage (per Agreement):		
10 % of completed Work:	\$	18,079.85
10 % of stored material		
Total Retainage:	\$	18,079.85
6. Total completed and stored to date less retainage (4 minus 5):	\$	162,718.65
7. Less previous Application for Payments:		0
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	162,718.65

Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:

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

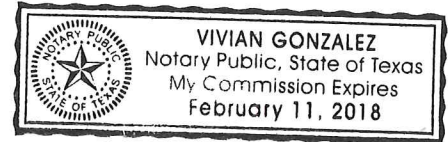
CONTRACTOR:

BY:

[Signature]

State of Texas
County of Hidalgo

Subscribed and sworn to before me this 9th day of October, 2016



Notary Public

My Commission expires: Feb. 11, 2018

[Signature]

CERTIFICATE FOR PAYMENT:

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

AMOUNT CERTIFIED \$ _____

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

ENGINEER:

By:

Project Engineer

Date:

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

BOARD:

Board Of Director's Meeting:

Ramon Garcia, Chairman of the Board

Schedule of Values 2.5

Contractor Name: Jimenez Engineering Solutions LLC dba ICE
 Starting Date: 12-Sep-2016
 Project Ending Date: 30-Dec-2016
 Retainage Percent: 10%

Application: 1
 Application Date: 9-Oct-2016
 Estimate Period: 9/12/16 -10/09/16
 Engineer Firm: HCDD No.1

Summary										
Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-HCDD1-16-031A-08-09	Mile 6 West & Mile 14 North Area Drainage Improve	\$ 433,027.00	\$ 180,798.50	\$ 18,079.85	\$ 162,718.65	\$ 180,798.50	\$ 18,079.85	\$ 162,718.65	\$ -	\$ 252,228.50
TOTALS:		\$ 433,027.00	\$ 180,798.50	\$ 18,079.85	\$ 162,718.65	\$ 180,798.50	\$ 18,079.85	\$ 162,718.65	\$ -	\$ 252,228.50

Quantity Worksheet 3.5

Contractor Name: Jimenez Engineering Solutions LLC dba ICE
 Starting Date: 12-Sep-2016
 Project Ending Date: 30-Dec-2016
 Engineer's / County Project Desc: Mile 6 West & Mile 14 North Area Drainage Improvements

Application: 1
 Application Date: 9-Oct-2016
 Estimate Period: 9/12/16 - 10/09/16
 Engineer's / County Project No.: C-HCDD1-16-031A-08-09

No.	Item Code	Description	Unit	Original Schedule Value			Application #1			Balance To Finish		
				Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
ITEMS												
1		Storm Manhole	EA	\$ 4,200.00	1.00	\$ 4,200.00		-	\$ -	\$ -	1.00	\$ 4,200.00
2		Type "M" Manhole (box) w/type "C" raiser	EA	\$ 4,400.00	4.00	\$ 17,600.00	2.00	2.00	\$ 8,800.00	\$ 8,800.00	2.00	\$ 8,800.00
3		24" Safety End Treatment	EA	\$ 950.00	1.00	\$ 950.00		-	\$ -	\$ -	1.00	\$ 950.00
4		Type "C" Inlet	EA	\$ 3,200.00	1.00	\$ 3,200.00		-	\$ -	\$ -	1.00	\$ 3,200.00
5		Type "CC" Inlet	EA	\$ 4,000.00	9.00	\$ 36,000.00	7.00	7.00	\$ 28,000.00	\$ 28,000.00	2.00	\$ 8,000.00
6		Headwall for 48" pipe w/concrete rip-rap as per detail	EA	\$ 5,000.00	1.00	\$ 5,000.00		-	\$ -	\$ -	1.00	\$ 5,000.00
7		Reinforced concrete rip-rap	CY	\$ 300.00	120.00	\$ 36,000.00		-	\$ -	\$ -	120.00	\$ 36,000.00
8		Trench Safety System	LF	\$ 1.00	3,868.00	\$ 3,868.00	1,731.00	1,731.00	\$ 1,731.00	\$ 1,731.00	2,137.00	\$ 2,137.00
9		Backfill and Compaction	CY	\$ 4.50	1,880.00	\$ 8,460.00		-	\$ -	\$ -	1,880.00	\$ 8,460.00
10		Regrade road side ditch	LF	\$ 4.50	2,750.00	\$ 12,375.00	1,320.00	1,320.00	\$ 5,940.00	\$ 5,940.00	1,430.00	\$ 6,435.00
11		6" Concrete pavement	SY	\$ 60.00	64.00	\$ 3,840.00		-	\$ -	\$ -	64.00	\$ 3,840.00
12		4" Concrete Driveway Repairs	SY	\$ 45.00	32.00	\$ 1,440.00		-	\$ -	\$ -	32.00	\$ 1,440.00
13		Traffic control plan & construction	LS	\$ 1,000.00	1.00	\$ 1,000.00	0.50	0.50	\$ 500.00	\$ 500.00	0.50	\$ 500.00
14		Temporary erosion and sediment control	LS	\$ 5,000.00	1.00	\$ 5,000.00	0.50	0.50	\$ 2,500.00	\$ 2,500.00	0.50	\$ 2,500.00
15		18" Low profile curb & gutter	LF	\$ 9.00	18.00	\$ 162.00		-	\$ -	\$ -	18.00	\$ 162.00
16		24" Thermoplastic stop bar	EA	\$ 450.00	3.00	\$ 1,350.00		-	\$ -	\$ -	3.00	\$ 1,350.00
17		5' Valley Gutter	LF	\$ 25.00	200.00	\$ 5,000.00		-	\$ -	\$ -	200.00	\$ 5,000.00
ALTERNATE 1 BID												
1		18" HPP storm pipe	LF	\$ 28.00	86.00	\$ 2,408.00	-	-	\$ -	\$ -	86.00	\$ 2,408.00
2		24" HPP storm pipe	LF	\$ 41.00	207.00	\$ 8,487.00	-	-	\$ -	\$ -	207.00	\$ 8,487.00
3		30" HPP storm pipe	LF	\$ 53.00	444.00	\$ 23,532.00	-	-	\$ -	\$ -	444.00	\$ 23,532.00
4		36" HPP storm pipe	LF	\$ 65.00	2,661.00	\$ 172,965.00	1,461.00	1,461.00	\$ 94,965.00	\$ 94,965.00	1,200.00	\$ 78,000.00
5		48" HPP storm pipe	LF	\$ 94.00	270.00	\$ 25,380.00	270.00	270.00	\$ 25,380.00	\$ 25,380.00	0.00	\$ -
6		60" HPP storm pipe	LF	\$ 129.00	200.00	\$ 25,800.00	-	-	\$ -	\$ -	200.00	\$ 25,800.00
7		HPP Bedding	LF	\$ 7.50	3,868.00	\$ 29,010.00	1,731.00	1,731.00	\$ 12,982.50	\$ 12,982.50	2,137.00	\$ 16,027.50
TOTAL BASE AMOUNT:						\$ 433,027.00			\$ 180,798.50	\$ 180,798.50		\$ 252,228.50
TOTAL BASE AMOUNTS:						\$ 433,027.00			\$ 180,798.50	\$ 180,798.50		\$ 252,228.50

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.:
JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENGINEERS	1722 N CLOSNER, SUITE B EDINBURG, TX 78541	1235-0008
PAYROLL NO. 4 (page 2)		Expires: 01/31/2015
FOR WEEK ENDING 10/09/2016	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
	MILE 6 WEST & MILE 14 NORTH DRAINAGE IMPROVEMENTS; WESLACO, TX	C-HCDD1-16-031A-08-09

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				M	T	W	TH	F	S	SU				FICA	WITH- HOLDING TAX	CHILD SUPPORT	INSURNC E	OTHER		TOTAL DEDUCTIONS
				10/3	10/4	10/5	10/6	10/7	10/8	10/9				HOURS WORKED EACH DAY						
MANUEL I GONZALEZ XXX-XX-7578 801 E. SIOUX RD UNIT 123 PHARR, TX 78577	4	COMMON LABORER	o				4.50	9.00			13.50	\$18.00	\$723.00							
			s	13.50	10.00	11.00	5.50				40.00	12.00	\$723.00	\$55.32	\$25.00				\$80.32	\$642.68
JUAN CAMARGO XXX-XX8643 463 KING JAMES ALAMO, TX 78516	5	FRONT END LOADER, 3 CY OR LESS	o					9.00			9.00	\$20.25	\$722.25							
			s	10.00	10.00	10.50	9.50				40.00	13.50	\$722.25	\$55.25	\$17.00				\$72.25	\$650.00
ROBERTO MENDOZA XXX-XX-6920 800 JAY DR PALMHURST, TX 78573	2	COMMON LABORER	o				3.00	9.00			12.00	\$18.00	\$696.00							
			s	13.50	10.00	11.00	5.50				40.00	12.00	\$696.00	\$53.24	\$66.00				\$119.24	\$576.76
			o																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 10/14/2016

I, HUGO P GONZALEZ JR PRINCIPAL
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENG on the (Contractor or Subcontractor) MILE 6 W & MILE 14 N; that during the payroll period commencing on the (Building or Work) 03 day of 10, 2016, and ending the 09 day of 10, 2016,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

JIMENEZ ENGINEERING SOLUTIONS dba INTERNATIONAL CONSULTING ENG from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

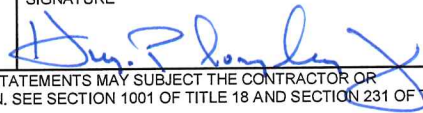
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE HUGO P GONZALEZ JR. PRINCIPAL	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
JIMENEZ ENGINEERING SOLUTIONS, LLC DBA INTERNATIONAL CONSULTING ENGINEERS		1722 N CLOSNER, SUITE B EDINBURG, TX 78541		Expires: 01/31/2015	
PAYROLL NO. 4	FOR WEEK ENDING 10/09/2016	PROJECT AND LOCATION MILE 6 WEST & MILE 14 NORTH DRAINAGE IMPROVEMENTS; WESLACO, TX		PROJECT OR CONTRACT NO. C-HCDD1-16-031A-08-09	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				M	T	W	TH	F	S	SU				FICA	WITH- HOLDING TAX	CHILD SUPPORT	INSURAN CE	OTHER		TOTAL DEDUCTIONS	
				10/3	10/4	10/5	10/6	10/7	10/8	10/9											HOURS WORKED EACH DAY
ALONZO MARTINEZ XXX-XX-8165 801 E. MINNESOTA RD. SAN JUAN, TX 7858988	3	SUPERVISOR (SALARY)	o											\$1,627.50	\$124.50	\$155.00			\$279.50	\$1,348.00	
			s	10.50	10.50	11.00	10.00	9.50			51.50										
HECTOR CAMARGO XXX-XX-7718 905 LEE DR ALAMO, TX 78516	3	EXCAVATOR, 50,000 LBS OR LESS	o				1.50	9.00	8.00			18.50	\$21.00	\$948.50	\$72.57	\$65.00			\$25.00	\$162.57	\$785.93
			s	10.00	10.00	12.00	8.00				40.00	14.00	\$948.50								
ARTURO CORNEJO XXX-XX-8898 10005 NOGAL ST MERCEDES TX 78570	6	PIPE LAYER	o					8.00				8.00	\$18.00	\$624.00	\$47.74	\$11.00			\$25.00	\$83.74	\$540.26
			s	10.00	10.00	10.50	8.50	1.00			40.00	12.00	\$624.00								
DEEJAY VILLALPANDO XXX-XX-8235 PO BOX 2415 ELSA, TX 78543	2	COMMON LABORER	o										\$17.30	\$438.14	\$33.52	\$27.00				\$60.52	\$377.62
			s	0.00	10.00	10.50	8.50	9.00			38.00	11.53	\$438.14								
ABEL DUARTE XXX-XX- 800 JAY DR. S PALMHURST, TX 78573	2	COMMON LABORER	o										\$18.00	\$96.00	\$7.34	\$0.00				\$7.34	\$88.66
			s	8.00							8.00	12.00	\$96.00								
ELISEO GARZA XXX-XX-8053 1032 CITRIANA DR. SAN JUAN, TX 78589	2	PIPE LAYER	o				0.50	9.00				9.50	\$19.50	\$705.25	\$53.95	\$40.00				\$93.95	\$611.30
			s	10.00	10.00	11.00	9.00				40.00	13.00	\$705.25								
JOSE L ILLESCAS XXX-XX-0965 3505 EBANO ST MERCEDES, TX 78570	5	COMMON LABORER	o					4.50				4.50	\$18.00	\$561.00	\$47.74	\$7.00				\$54.74	\$569.26
			s	10.00	10.00	10.50	8.50	1.00			40.00	12.00	\$624.00								
JESUS M PUENTE XXX-XX-0548 2119 BAHAMAS DR. APT 4 EDINBURG, TX 78541	0	COMMON LABORER	o				4.50	9.00	8.00			21.50	\$19.50	\$939.25	\$71.86	\$143.00				\$214.86	\$724.39
			s	13.50	10.00	11.00	5.50				40.00	13.00	\$939.25								

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October 13, 2016

Jorge A. Gonzalez PE
Project Engineer
Hidalgo County Drainage District No.1
902 N. Doolittle Rd.
Edinburg, Tx 78542

Re: Hidalgo County Precinct No.1-Mile 6 West & Mile 14
North Area Drainage Improvements Project
HCDD1-16-031A-08-09

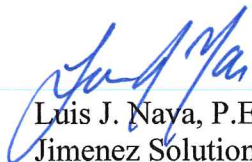
Mr. Gonzalez,

The following is a list of sub-contractors used in the above mentioned project as per the County's request:

- None

If you have any questions, please feel free to call me at (956) 252-7120 or email me at luis@icengineers.net.

Thank You,



Luis J. Naya, P.E
Jimenez Solutions LLC

AI -56877

12.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Lora Briones

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise a request for proposals (RFP) for the following:

- A. Health Insurance Services (RFP# HCDD1-16-054-00-00)
- B. Workers Compensation Insurance Services (RFP# HCDD1-16-055-00-00)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Moises Salazar		Started On: 10/12/2016 02:24 PM
Final Approval Date: 10/21/2016		

AI -57027

13.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District No. 1 and The City of Alamo as it relates to Cesar Chavez Phase II Ditch.

BACKGROUND

Fiscal Impact

Attachments

ILA Cesar Chavez

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Jaime Salazar		Started On: 10/21/2016 04:14 PM
Final Approval Date: 10/21/2016		

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
THE CITY OF ALAMO**

THIS Agreement is made on this the _____ day of _____, 2016 by and between Hidalgo County Drainage District No. 1, hereinafter referred to as "Drainage" and the City of Alamo, Texas hereinafter referred to as "Alamo" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Drainage has or will acquire rights to use of that certain drainage ditch known as Cesar Chavez Phase II Ditch more particularly described on Exhibit A (the "Ditch");

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

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

WHEREAS, Drainage desires to utilize the Ditch and in some instances acquire additional right of way in the name of Drainage for the purpose of expanding the width and depth of the Ditch to provide better drainage for areas of Hidalgo County served by the Ditch;

WHEREAS, Drainage will expand the Ditch in accordance with plans and specifications provided by a licensed professional engineer to be procured by and compensated by Alamo;

WHEREAS, Alamo shall in addition to procuring and pay for the design professional for the Ditch expansion shall also procure and pay for all surveys, utility adjustments, title reports and appraisals necessary and/or required for any and all parcels including but not limited to the Ditch parcels and all parcels required for expansion of the Ditch.

WHEREAS, Alamo shall instruct such design professional, in addition to such other tasks performed by the design professional, to prepare at Alamo's expense a drainage ditch study to assess the impact of such Ditch improvements on the Alamo lateral ditch system (the "Drainage Study"); and

WHEREAS, Drainage and Alamo have determined it would be in the best interest of residents of Drainage and Alamo to enter into this Agreement to benefit the residents of each such entity.

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

1. Alamo shall procure at Alamo's sole cost and expense all design specifications and plans, surveys of parcels, title reports, appraisals for all necessary or appropriate real property parcels as determined by Drainage for the existing Ditch as well as parcels required for any expansion of the Ditch.
2. Drainage shall within thirty (30) days of receipt of invoice from Alamo remit to Alamo seventy-five percent (75%) of the cost of the Drainage Study which seventy-five percent (75%) shall not exceed the sum of \$71,250.00;
3. Alamo shall within thirty (30) days from date of invoice from Drainage pay Drainage for all costs for utility adjustments incurred by Drainage in the expansion of the Ditch.
4. Drainage will act as the lead entity under this Agreement and will coordinate the process, time lines and acquisition of right of way parcels for the expansion of the Ditch not otherwise specified in this Agreement.
5. Drainage shall excavate the Ditch as well as any expansion areas of the Ditch including the hauling and disposal of any excavated material resulting from excavation of the Ditch or any such expansion areas.
6. Within thirty (30) days of the date of this Agreement, Alamo, will, at the sole expense of Alamo begin to obtain and complete surveys and legal descriptions of the Ditch and any expansion areas identified by Drainage to secure metes and bounds descriptions of both the Ditch and the expansion areas.
7. Drainage shall provide funds for all necessary supplies, labor and equipment to construct and install improvements including by necessary culverts and maintenance and operation of the Ditch and/or any Irrigation Properties conveyed by Irrigation District to Drainage.
8. **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.

9. **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.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage, and not otherwise.
11. **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.
12. **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 Drainage: Hidalgo County Drainage District No. 1
Attention: Chair, Board of Directors
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Alamo: City of Alamo
Attention: Mayor Diana Martinez
420 N. Tower Rd.
Alamo, Texas 78516

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.

13. **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.
14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **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.
18. **Authority to Execute.** The execution and performance of this Agreement by Drainage and Alamo have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Drainage and Alamo in accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, County Judge

CITY OF ALAMO, TEXAS

By: _____
Diana Martinez, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -57021

14.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval and acceptance of Sub-award Hazard Mitigation Grant Program, DR-4223 from Texas Department of Public Safety and approval for District General Manager to sign.

BACKGROUND

Fiscal Impact

Attachments

DR-4223

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Jaime Salazar		Started On: 10/21/2016 03:37 PM
Final Approval Date: 10/21/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

October 17, 2016

Mr. Raul E. Sestin, PE, CFM
General Manager
Hidalgo County Drainage District #1
902 N. Doolittle Rd.
Edinburg, TX 78542-8670

DUNS Number 825845642
TINS Number 73-1680959
FIPS Number 215-U652O-00

RE: Hazard Mitigation Grant Program, DR-4223, Memorial Day 2015 Flooding

Catalog of Federal Domestic Assistance (CFDA) 97-039
FEMA Project Number: DR-4223-033
Project Title: Hidalgo County Drainage District #1 Multi-jurisdiction Mitigation Action Plan
Period of Performance July 25, 2016 to July 25, 2018

The DR-4223-033 Hidalgo County Drainage District #1 Multi-jurisdiction Mitigation Action Plan sub-grant has been awarded by Texas Division of Emergency Management (TDEM).

Project # DR-4223-004						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	7/19/2016	\$60,000	75%	\$45,000	25%	\$15,000

This award is not for Research or Development as defined in 2 CFR 200.87.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Sub-recipient's acceptance of the scope of the sub-award, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the sub-award must be returned to TDEM before payment on the sub-award can be processed.

It is important that the Sub-recipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Sub-recipient's staff and contractors that are involved in work related to administrative support or administration of the sub-grant.

If changes are needed to the scope of the sub-award, period of performance or costs associated to the sub-award, the Sub-recipient should immediately contact TDEM. No change will be considered made to the sub-award until the Sub-recipient is notified in writing by TDEM.

Please sign below to acknowledge acceptance of this sub-award and agreement to abide by all terms and conditions.

Designated Sub-recipient Agent

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Patrick Kelley, State Assistant Hazard Mitigation Officer at (512) 424-5684 or email at Patrick.Kelley@dps.texas.gov.

Sincerely,



W. Nim Kidd, CEM[®]

Chief
Texas Division of Emergency Management
Assistant Director
Texas Homeland Security
Texas Department of Public Safety

ATTACHMENTS: Scope of Work (FEMA Project Worksheet)
Grant Terms and Condition

AI -57024

15.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Work Authorization No. 3 from Halff Associates, Inc. in the amount of \$69,540.00, for the excavation and disposal of additional lead impacted soil. Agreement: Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range located at the Hidalgo County Drainage District No.1 Yard.

BACKGROUND

Fiscal Impact

Attachments

WA No. 3

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Jaime Salazar		Started On: 10/21/2016 03:54 PM
Final Approval Date: 10/21/2016		

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 as to content and detail of this Work Authorization No. 3.

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

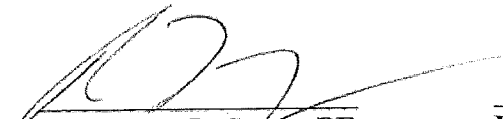
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____ as indicated below and effective as of _____ day of _____, 20__.

THE ENGINEER:

Half Associates, Inc.

THE OWNER:

Hidalgo County Drainage District No. 1


By: Robert L. Saenz, PE
Vice President

By: Ramon Garcia, Chairman

ATLAS, HALL & RODRIGUEZ, L.L.P.

BY: _____

EXHIBIT "A"

Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the "**Project**".

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the "**Project**".
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment " " of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the "**Project**" mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment " " of the Agreement.
 - (9) Review and approve the "**Project**" design criteria.
 - (10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER



October 18, 2016
AVO 31392/EA01

Mr. Jaime Salazar
Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78542

Re: Environmental Remediation of Former Firing Range Berm located at 902 N. Doolittle Road,
Edinburg, Hidalgo County, Texas
Professional Services Engineering Contract Work Authorization No. 3

Dear Mr. Salazar:

As detailed in Halff Associates, Inc.'s (Halff's) October 10, 2016 letter, excavation and disposal of additional lead impacted soil was required during environmental remediation of the former firing range berm at the referenced property. Per your request, I have detailed below the fees associated with the excavation, transportation, and disposal of the additional impacted soil from the site. Scale tickets for material delivered to the landfill (US Ecology Texas facility in Robstown, Texas, [US Ecology]) are attached for your information. The fees detailed below reflect the volume (i.e., net weight included on the scale tickets) of the additional material transported and disposed at the landfill.

Work Authorization No. 3 - Excavation, transportation, and disposal of an additional 212 tons of impacted soil from the former firing range berm site

Description	Quantity	Unit	Unit Rate	Subtotal
Equipment/operator/per diem for excavation and loading of additional soil	1	Day	\$3,350	\$3,350
Transportation of additional loads of impacted soil to US Ecology	10	Loads	\$1,190	\$11,190
Landfill fees for disposal of additional Hazardous Waste at US Ecology	212	Tons	\$250	\$53,000
Project Oversight and project coordination	1	Day	\$2,000	\$2,000
Total				\$69,540

I hope that you will find the above satisfactory. Please do not hesitate to contact me at (214) 346-6392 if you have any questions or need any additional information.

Sincerely,

HALFF ASSOCIATES, INC.

S. Kent Belaire, P.G.
Vice President

attachments

HALFF ASSOCIATES, INC.

1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275

TEL (214) 346-6200
FAX (214) 739-0095

WWW.HALFF.COM

AI -56772

16.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Authority to advertise and approval of plans and specifications developed by project engineer, Javier Hinojosa, P.E., for: Hidalgo County Drainage District No. 1 -"Mission Lateral Control Gate Structure Improvements" -RFB No. HCDD1-16-050-11-16, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	10-29-19 & 11-05-16
2	Pre-Bid Conference	11-07-16 @ 3:00 PM
3	Bid Openings	11-16-16 @ 9:30 AM

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Moises Salazar		Started On: 10/06/2016 08:41 AM
Final Approval Date: 10/21/2016		

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Surveying Services.

B.) Presentation of scoring grid of three (3) sets of firms graded through the District's "Pool" of pre-qualified Professional Surveyors for the purpose of ranking by HCDD1 Board of Directors in connection with On-Call Professional Surveying Services required for Hidalgo County Drainage District Projects on an as needed basis.

(SET 1)		
FIRM NAME:	SCORE:	RANK:
Quintanilla, Headly & Associates, Inc	98	
R. Gutierrez Engineering, Corp.	95	
Dannenbaum Engineering Co.	97	
(SET 2)		
FIRM NAME:	SCORE:	RANK:
CDS Muery	98	
Ambiotec Civil Engineering Group, Inc.	97	
R.E. Garcia & Associates	96	
(SET 3)		
FIRM NAME:	SCORE:	RANK:
ROW Surveying Services, LLC	98	
CVQ Land Surveyorsm, LLC	97	
R.E. Garcia & Associates	96	

C.) Pursuant to the Boards approval, requesting authority for the Hidalgo County Drainage District No.1 to negotiate Professional Surveying Services Agreements with each of the number one (1) ranked firms presented:

(set 1) _____, (set 2) _____, and (set 3) _____ for the provisions of On-Call Professional Surveying Services for Hidalgo County Drainage District Projects (on as needed basis).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

10/21/2016 05:40 PM

Form Started By: Moises Salazar

Started On: 10/21/2016 11:49 AM

Final Approval Date: 10/21/2016

AI -57016

18.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to purchase (1) Doosan DX490LC Excavator through the Districts membership with BuyBoard, Contract No. 424-13 in the amount of \$402,346.27; includes warranty, attachments and delivery.

BACKGROUND

Fiscal Impact

Attachments

Doosan Excavator Quote from H&V through BuyBoard Contract

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Moises Salazar		Started On: 10/21/2016 02:24 PM
Final Approval Date: 10/21/2016		



H & V Equipment Services, Inc.

5627 E. Hwy 281
Progreso, TX 78579
(956) 565-3788 Fax: (956) 565-2252
www.hvequipment.com



9-September-16

HCDD#1
902 N. Doolittle Rd.
Edinburg, Tx. 78541

ATTN: Jaime Salazar

H & V Equipment, Inc is pleased to quote the following DOOSAN DX-490LC-5 Hydraulic Excavator: These prices are off of the BuyBoard, Contract # 424-13.

One New DOOSAN	(DX490LC-5-US20 Excavator)	\$453,329.82
23' 4" Boom		
11' 0" Arm / 35.4" Triple Grouser Shoes		
Two Way Hydraulics	(PE3)	6,000.00
Vandalism Covers	(110921-00038)	2,850.44
72" Bucket	3.96 cu yds (HF65-072)	<u>14,161.68</u>
List Price		\$476,341.94
Less BuyBoard Discount (13%)		<u>61,924.45</u>
Total		414,417.49
Less additional factory discount		<u>27,821.22</u>
		\$386,596.27
Two Week Delivery (Machine Has 88 Demo Hours)		

ATTACHMENTS:

M-B-W Boom Mounted Vibratory Pad Foot Roller (30 Day Warranty)		
New Price With Coupler \$25,758.00		
Low Hour Roller With Coupler out of H & V's Rental Fleet (4%)		\$ 15,750.00
Total Price Including Attachments		\$ 402,346.27
3 Year / 5,000 Hour Full Machine Warranty		

Reference BUYBOARD CONTRACT # 424-13, TRACKED EXCAVATORS. Make P. O. out to H & V Equipment with a copy of the P. O. to the BuyBoard attention Sharon McAfee @ Sharon.mcafee@tasb.org.

Thank you for the business you have given us in the past, and for the opportunity to bid this hydraulic excavator.

Yours Truly,

Thad R. Moore

Zimbra

moises.salazar@hcdd1.org

FW: Quote through Contract # 424-13

From : Connie Burkett <Connie.Burkett@tasb.org>
Subject : FW: Quote through Contract # 424-13
To : 'Moises Salazar' <moises.salazar@hcdd1.org>

Wed, Oct 19, 2016 04:14 PM

 3 attachments

Moises,

There are several reasons BuyBoard may award a manufacturer and dealer.

1 – The manufacturer award is for products to be ordered and built at the factory as the member requests them.

2 – A dealer may be used to purchase items immediately available.

3 – A dealer may also be awarded pre-owned/reconditioned/retired rental equipment items.

According to the terms of Contract 424-13, pre-owned/reconditioned/retired rental equipment is defined as equipment that has been checked and inspected by a manufacturer authorized dealer prior to the sale. The equipment cannot be older than 60 months from date of original delivery. This equipment should include a minimum warranty of 180 days, and the total equipment usage hours displayed on the equipment service meter should show no more than 1,000 hours per year of age, with a minimum 75% of wear remaining for tires, tracks, and ground engagement tools.

With 88 demo hours on the unit quoted, this could fall under H & V's award for pre-owned equipment.

According to the discounts shown on the quote, the 13% discount from H & V and the factory discount bring the total discount percentage to almost 19% off list.

The quote is in compliance with BuyBoard Contract 424-13 with H & V. I would recommend issuing the PO to H & V.

Respectfully,

Connie W. Burkett
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454



From: Moises Salazar [mailto:moises.salazar@hcdd1.org]
Sent: Wednesday, October 19, 2016 2:54 PM
To: Connie Burkett <Connie.Burkett@tasb.org>
Subject: Re: Quote through Contract # 424-13

Hello Connie,
As per conversation, below will see the e-mail I was referring to.



Administration	RFQ	Reports	Shopping Cart	Help
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Vendor Contract Information

[Back](#)

Search:

H & V EQUIPMENT

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors

None Selected

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

Additional Resources

Vendor Name: H & V Equipment, Inc.

Address: 5627 E. Hwy 281 5627 E. HIGHWAY 281
Progresso, TX 78579

Phone Number: (956) 565-3788

Email: tmoore@hvequipment.com

Website: <http://www.rgvequipment.com>

Federal ID: 74-2997884

Contact: Thad Moore

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: No

Contract Name: Construction, Road, Bridge & Other Equipment

Contract#: 424-13

Effective Date: 10/01/2013

Expiration Date: 11/30/2016

Payment Terms: Net 30 days

Delivery Days: 60

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: Different regions/states served for different brands

Quote Reference Number: 424-13

Additional Dealers: H&V Equipment in: Corpus Christi TX, San Antonio TX

Contract Documents

- EDGAR Notice: [Click to view EDGAR Notice](#)
- Proposal Documents: [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Contact us 800-695-2919



Administration	RFQ	Reports	Shopping Cart	Help
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Search Results

Search:

H & V EQUIPMENT

Show 25 results

Narrow Results: EXCAVATORS

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

- Vendors
None Selected
- Price Range
Show all prices
- Category
None Selected
- Contract
None selected

Vendor	Description	Pri
H & V Equipment, Inc.	30% Discount Off Terex pricelist for Mini Excavators	Pri
H & V Equipment, Inc.	13% Discount Off Doosan pricelist for Wheel Excavators.	Pri
H & V Equipment, Inc.	13% Discount Off Doosan pricelist for Tracked Excavators.	Pri

Showing 1 to 3 of 3 entries (filtered from 14 total entries)

First Previous 1 Next Last

Additional Searches:

- [Search by Vendor](#)
- [Browse Contracts](#)

Additional Resources

Contact us 800-695-2919

Undercarriage

- Track Guards and Chains with Adjusters
- Track Rollers: (3) Upper, (9) Lower Each Side
- Triple Grouser Shoes, 53 Each Side

Other

- Joystick Pattern Change Valve
- Centralized Lube Points
- Large Handrail
- Punched Metal Anti-slip Plates
- Engine Restart Prevention System
- Self-Diagnostic System
- Manuals, Parts and Operator's
- Ultra-hard Wear-resistant Disc at the Bucket Pivot
- Vandalism Protection (All panels and fill points lockable)
- GPS 3 Year Subscription

PACKAGE ARRANGEMENT

CODE	DESCRIPTION	APPROX WEIGHT	LIST PRICE
DX490LC-5-US20	DX490LC-5 BASE MACHINE W/O BUCKET 23' 4" (7.1 M) BOOM 11' (3.35 M) ARM 35.4" (900 mm) TRIPLE GROUSER SHOES STANDARD VARIABLE TRACK 20,283 LBS (9.2 METRIC TON) COUNTERWEIGHT ONE AND TWO WAY AUXILIARY PIPING TO END OF THE ARM WITH ONE WAY FLOW	50,000KG	453,329.82

OPTIONAL EQUIPMENT - Factory Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	CODE	DESCRIPTION	LIST PRICE
ARM	NON	NON ARM (DESIRED IF EQUIPPING A SECOND MEMBER ATTACHMENT)	-3,159
REMOVAL COUNTERWEIGHT	RCW	REMOVABLE COUNTERWEIGHT	18,667
TRACK SHOE	750	29.5" (750 mm) TRIPLE GROUSER SHOE	-1,600
	800	31.5" (800 mm) TRIPLE GROUSER SHOE	-1,067
ENGINE COOLANT HEATER	DHR	DIESEL POWERED COOLANT HEATER	3,050

OPTION	CODE	DESCRIPTION	LIST PRICE
	110	110 V PLUG HEATER	185
BOOM FLOATING PIPING	WLV	BOOM FLOATING WITH BOOM LOCK	3,080
LOCK VALVE	LOB	BOOM LOCK VALVE	2,760
ONE & TWO WAY PIPING	PE3	ONE & TWO WAY PILOT PIPING	6,000
ROTATING PIPING(PERO)	PER	ROTATE CIRCUIT PIPING	6,000
STRAIGHT TRAVEL	STT	STRAIGHT TRAVEL	720
RAIN SHIELD	RAI	CAB RAIN SHIELD	267
CAMERA	SRC	SIDE AND REAR VIEW CAMERA	827
CABIN FRONT GUARD	FUL	UPPER AND LOWER FRONT WINDOW GUARD	1,120
FOGS GUARD	FOG	FOG (FALLING OBJECT GUARD)	2,600
ADDITIONAL WORK LAMP	2LA	2 ADDITIONAL WORKING LAMPS	680
	6LA	6 ADDITIONAL WORKING LAMPS	1,360
LOWER WIPER	LOW	LOWER WIPER	240
ROTATING BEACON	ROB	ROTATING BEACON	440
AIR COMPRESSOR	ACO	AIR COMPRESSOR	3,500
FUEL FILLER PUMP	FIL	FUEL FILLER PUMP	383

OPTIONAL EQUIPMENT - Dealer Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
139304-01-A	3 INCH SEAT BELT	0.00	130.65
19406032	PLATE COMPACTOR -PCX220 FOR DX480/DX520	3,453.00	18,943.00
7238244	DX490-DX530; MECH WEDGE LOCK COUPLER WITH CUSTOM PINS	650.00	5,553.00
7274342	DX420-DX530 SIDE BUMPER KIT	535.00	2,400.00
DX490LC-5QH120-H	DX490LC-5 HYD. QUICK COUPLER WITH INSTALL KIT	2,535.00	11,982.00
H52BW2150	4.84 CU. YD. 85" WIDTH HEAVY DUTY DITCHING BUCKET	5,072.00	13,579.26
H52BW2150WL	4.84 CU. YD. 85" WIDTH HEAVY DUTY DITCHING BUCKET; FOR W/L COUPLER	4,970.00	13,579.26
HF65-042	2.13 CU YD 42" WIDTH BUCKET, INCLUDES WEAR SHROUDS	3,629.00	9,793.02
HF65-042WL		3,376.00	9,793.02

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
	2.13 CU YD 42" WIDTH BUCKET, INCLUDES WEAR SHROUDS; FOR W/L COUPLER		
HF65-048	2.50 CU YD 48" WIDTH BUCKET, INCLUDES WEAR SHROUDS	4,015.00	10,834.44
HF65-048WL	2.50 CU YD 48" WIDTH BUCKET, INCLUDES WEAR SHROUDS; FOR W/L COUPLER	3,619.00	10,834.44
HF65-054	2.90 CU YD 54" WIDTH BUCKET, INCLUDES WEAR SHROUDS	4,202.00	11,617.80
HF65-054WL	2.90 CU YD 54" WIDTH BUCKET, INCLUDES WEAR SHROUDS; FOR W/L COUPLER	3,861.00	11,617.80
HF65-060	3.27 CU YD 60" WIDTH BUCKET, INCLUDES WEAR SHROUDS	4,515.00	12,865.26
HF65-060WL	3.27 CU YD 60" WIDTH BUCKET, INCLUDES WEAR SHROUDS; FOR W/L COUPLER	4,104.00	12,865.26
HF65-066	3.59 CU. YD. 66" WIDTH BUCKET, INCLUDES WEAR SHROUDS	4,963.00	13,065.18
HF65-066WL	3.59 CU. YD. 66" WIDTH BUCKET, INCLUDES WEAR SHROUDS; FOR W/L COUPLER	4,349.00	13,065.18
HF65-072	3.96 CU YD 72" WIDTH BUCKET, INCLUDES WEAR SHROUDS	5,130.00	14,161.68
SF65-042	1.83 CU. YD., 42 INCH SEVERE DUTY BUCKET, INCLUDES WELD ON SIDE- CUTTER	4,030.00	11,492.34
SF65-048	2.18 CU. YD., 48 INCH SEVERE DUTY BUCKET, INCLUDES WELD ON SIDE- CUTTER	4,383.00	12,783.66
SF65-054	2.54 CU. YD., 54 INCH SEVERE DUTY BUCKET, INCLUDES WELD ON SIDE- CUTTER	4,780.00	13,754.70
SF65-060	2.90 CU. YD., 60 INCH SEVERE DUTY BUCKET, INCLUDES WELD ON SIDE- CUTTER	5,073.00	15,549.90
SF65-066	3.34 CU. YD., 66 INCH SEVERE DUTY BUCKET, INCLUDES WELD ON SIDE- CUTTER	5,456.00	15,302.04
SF65-072	3.64 CU. YD., 72 INCH SEVERE DUTY BUCKET, INCLUDES WELD ON SIDE- CUTTER	5,756.00	16,909.56

OPTION	CODE	DESCRIPTION	LIST PRICE
ALTERNATOR	80A	24 V, 80 AMPS ALTERNATOR	1,153.68
	60A	60A ALTERNATOR	0
Water Separator With Heater	WOH	Not Available	0
	WIH	Water Separator with Heater	1,002.52

OPTIONAL EQUIPMENT - Dealer Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
110921-00038	VANDALISM COVERS (ROPS)	71.58	2,850.44
139304-01-A	3 INCH SEAT BELT	0.00	130.65
19406032	PLATE COMPACTOR -PCX220 FOR DX480/DX520	3,453.00	18,943.00
DX480HK1	BREAKER KIT (B) SINGLE ACTING HKX	0.00	6,933.74
DX480HK2	THUMB KIT (T) DOUBLE ACTING HKX PIPING E	0.00	6,125.60
DX480HK3	BREAKER / THUMB (BT) SINGLE & DOUBLE ACT	0.00	9,864.14
DX480LCQH120-H	DX480LC HYD. QUICK COUPLER WITH INSTALL KIT	2,535.00	11,982.00
HF65-042	2.13 CU YD 42" WIDTH BUCKET, INCLUDES WEAR SHROUDS	3,629.00	9,793.02
HF65-048	2.50 CU YD 48" WIDTH BUCKET, INCLUDES WEAR SHROUDS	4,015.00	10,834.44
HF65-060	3.27 CU YD 60" WIDTH BUCKET, INCLUDES WEAR SHROUDS	4,515.00	12,865.26

AI -57025

19.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to enter into a three (3) year agreement with ezTask.com, Inc. through the Hidalgo County Drainage District No. 1 participation with The Interlocal Purchasing System (TIPS) Contract # 2092216 for WEB Hosting Services (subject to Legal review).

BACKGROUND

- Form HB1295 will be obtained upon approval of agreement by the Board and before issuing a purchase order.
-

Fiscal Impact

Attachments

Agreement

Services Proposal

TIPS Contract Summary

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Moises Salazar		Started On: 10/21/2016 03:57 PM
Final Approval Date: 10/21/2016		



ezTask.com, Inc.
210-A Morton Street
Richmond, TX 77469
1-800-921-6764
Fax: 281-239-7095

ezTask.com, Inc.™
WEB HOSTING AGREEMENT

This Hosting Agreement ("Agreement") is made and entered into by and between **ezTask.com, Inc.** ("Host"), a Texas corporation with a principal place of business at 210-A Morton Street, Richmond, TX 77469 USA and **Hidalgo County Drainage District 1**, an organization with offices at **902 N. Doolittle Edinburg, Texas 78542** ("Client") (each being referred to individually as a "Party" and collectively as the "Parties").

1. RECITALS

- 1.1** Host is in the business of offering Internet services relating to, among other things, hosting of sites on the World Wide Web portion of the Internet, and Host is willing to provide services to Client on the terms and subject to the conditions set forth below; and
- 1.2** Client desires to engage Host, and Host desires to be engaged by Client, to provide Internet services on the terms and subject to the conditions set forth below.

2. TERMS

This Agreement shall be effective when signed by both Parties (the "Effective Date") and thereafter shall remain in effect for Three (3) Years, **11/01/2016 through 11/01/2019**, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). This Agreement may be renewed beyond the Initial Term if both parties agree to extend the Initial Term with an optional term of an additional one (1) year, three (3) years, or five (5) years (each a "Renewal Term").

3. TERMS OF PAYMENT

Host will invoice the Client for 100% of the agreed purchase price once it has received a signed Agreement along with a signed Purchase Order from the Client. Unless otherwise agreed upon by both Client and Host, a minimum payment of 50% of the total purchase price will be required before Host will begin work on the project. The remaining balance of the purchase price will be due when the Client has accepted the product or services; payment in full is required before the Host will publish the project.

4. SERVICES TO BE PROVIDED

- 4.1** Host agrees to provide Client with services for hosting of a website on the World Wide Web portion of the Internet (the "Website") as set forth or described in Services to be Provided hereto (the "Scope of Web Hosting Services"). Host shall provide said services so that the Website is accessible to third Parties via the World Wide Web portion of the Internet as specified in this Agreement.
- 4.2** Except as expressly provided in this Agreement, Client agrees that Host is responsible only for providing Web Hosting Services, and Host is not responsible for providing any other services or tasks not specifically set forth in the Scope of Web Hosting Services.
- 4.3** To the extent that Client wishes to receive from Host, and Host wishes to provide to Client, services other than those within the Scope of Web Hosting Services (collectively the "Additional Services") and the arrangements for their provision shall be set forth in a separate addendum to this Agreement which is duly executed by the Parties (the "Services Addendum"), and the Services Addendum shall be incorporated into, and become a part of this Agreement (the Web Hosting Services and the Additional Services will hereinafter be referred to collectively as the "Services").

5. SCOPE OF WEB HOSTING SERVICES

Availability of Website

Unless otherwise expressly indicated on the Services to be Provided, the Website shall be accessible to third Parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Web Hosting Services due to causes beyond the control of Host or which are not reasonably foreseeable by Host, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

Additional Storage and Transfer

In the event that the Website requires storage and transfer on the Host's Server which exceeds the amount of storage included in the Web Hosting Services, Client may request that Host:

1. Upgrade the level of Web Hosting Services; or
2. Acquire additional incremental storage to be included in the Web Hosting Services, on a time and materials basis and in accordance with the fee and payment schedule in the Web Hosting Agreement. Host shall review all such requests and determine, in consultation with Client, whether it can reasonably comply with such requests, and if so, and at its option, Host shall propose a procedure and budget for complying with such request.

Fees

Client shall pay Host all Fees invoiced to Client for the Services to be Provided in accordance with terms of payment set forth in the Web Hosting Agreement. Host expressly reserves the right to change its billed rates for the Services to be Provided during any Renewal Term (as defined herein). Fees include, but are not limited to, a one-time Setup Fee and an annually Recurring Fee. Unless otherwise agreed in writing, Client shall pay to Host all fees for Additional Services on a time and materials basis as invoiced by Host.

Ownership of Website Content

Client shall retain all rights of ownership to Client's own Web Content, including, but not limited to, all text and media published on Client's Website.

6. WARRANTIES

Host Warranties

Hosts represents and warrants that:

1. Host has the power and authority to enter into and perform its obligations under this Agreement; and
2. Host's services under this Agreement shall be performed in a workmanlike manner.

Client Warranties

Client represents and warrants that:

1. Client has the power and authority to enter into and perform its obligations under this Agreement;
2. Client Content does not and shall not contain any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, regulation or right of a third Party, including, without limitation, export laws, or any proprietary, contract, moral, or privacy right or any other third Party right, and that Client owns the Client Content or otherwise has the right to place the Client Content on the Website;
3. Client's use of its Website will not violate any law or regulation of any governmental or regulatory/administrative entity; and,
4. Client has obtained any authorization(s) necessary for hypertext links from the Website to other third Party Websites. Should Client receive notice of a claim regarding the Website, Client shall promptly provide Host with written notice of such claim.

Client Restrictions

Client represents and warrants that it shall not use the Website or any Services provided to Client to:

1. Send unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of Client or with whom Client does not have an existing business relationship ("E-mail spam");
2. Engage in harassing behavior, whether through language, frequency or size of email message;
3. Use without authorization or forge e-mail header information;
4. Solicit mail for any other e-mail address other than that of the Client's account with the intent to harass or to collect replies;
5. Create or forwarding "chain letters" or other "pyramid schemes" of any type; and/or,
6. Use unsolicited e-mail originating from within Host's network or the networks of other Internet Service Providers.

Indemnification Client

To the extent permitted by law, Client agrees to indemnify, defend, and hold harmless Host, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, at trial and on appeal, to the extent that such action is based upon a claim that:

1. If true, would constitute a breach of any of Client's representations, warranties, or agreements hereunder;
2. Arises out of the negligence or willful misconduct of Client; or,
3. Any of the Client Content to be provided by Client hereunder or other material on the Website infringes or violates any rights of third Parties; including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Host

Host agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, at trial and on appeal, to the extent that such action arises out of the gross negligence or willful misconduct of Host.

Notice

In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying Party with written notice of any claim which the indemnified Party believes falls within the scope of the foregoing paragraphs. The indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

7. LIMITATION OF LIABILITY

Host shall have no liability for unauthorized access to, or alteration, theft or destruction of, the Website or Client's data files, programs or information through accident, fraudulent or unauthorized means or devices. Host shall have no liability with respect to Host's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if Host has been advised of the possibility of such damages. In any event, the liability of Host to Client for any reason and upon any cause of action shall be limited to the amount actually paid to Host by Client under this Web Hosting Agreement. This limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.

Amendment

No amendment, waiver, or modification of this Agreement or any provision of this Agreement shall be valid unless in writing, stating with specificity the particular amendment or modification to be made, and duly executed by the Host and Client.

Enforceability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, administrative agency or as a result of future legislative action, such holding or action shall be strictly construed and the unenforceable provision shall be deemed severable from the remainder of the Agreement to the extent permitted by law, and the validity or effect of any other provision of this Agreement shall remain binding with the same effect as though the void parts were deleted.

8. TERMINATION

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice to the other party.

IN WITNESS WHEREOF, Host and Client have caused this Agreement to be executed by their duly authorized representatives on the date set forth below. By signing and accepting this agreement, Client agrees to the terms and conditions of ezTask's Web Hosting Agreement.

Printed name: _____

Title: _____

Signature: _____

Date: _____



Accepted by: _____

Date: 10/21/2016

George Doherty, President/CEO -- ezTask.com, Inc.

Welcome to Titanium™.

From the makers of netStartEnterprise™ comes an easy-to-use Content Management System (CMS) like you've never seen before. This is truly intuitive web editing. This is Titanium™.



Feature List

- WYSIWYG Editing
- Live Preview Editing
- SmartForms & Surveys
- Advanced User and User Group Permissions
- Authoring Rights by Page or Page Element
- Unlimited files, media, user accounts, and web pages
- Auto-Archiving and Tabbed File Organization
- Online Database Management
- Menu and Widget Sharing
- Utilizing the latest web technologies: HTML5 & CSS3

Product Highlights

Drag-and-Drop Page Building: add, remove, arrange, and rearrange an unlimited number of widgets, modules, and layouts on each page - all by dragging and dropping.

Responsive Design: each web page is optimized for viewing on any screen size, from any device. Your website is mobile-ready from day one.

Intuitive Editing: enjoy managing your website from a beautiful user interface that just makes sense.

Communication Suite: publish articles, generate RSS feeds, and post social media updates in one step, all from within Titanium™.

Advanced Document Management: drag to upload multiple documents in one click and secure sensitive information with a password.

ez10Step Process™ *Our proven blueprint for rapid web development!*

ezTask has spent over a decade developing a proprietary ten step process to guide you through the development of your website. We provide a total web solution that is second to none, and we're here for you every step of the way with unparalleled support...guaranteed!

- 1 Your Vision**
Step one is a discussion of your vision and goals. Together we will define the scope of the web project based on your needs and the needs of your target audience.
- 2 Website Review**
Our team will evaluate your current website and review your existing content and navigational structure. We then work alongside you to develop and optimize a website designed especially for your visitors and their needs.
- 3 Design Interview**
We denote your color preferences and gather essential design elements (i.e. logos, emblems, graphics, and photographs unique to your organization). We also review any slogans, tag lines, features, and any additional materials you may wish to incorporate.
- 4 Mock-Up Delivery**
Our art team develops a working mock-up of your new website to demonstrate the look and feel of your design. Review the artwork from your browser and easily share it with your team for feedback.
- 5 Design Approval**
Upon review of the site design, you can request that adjustments be made to better reflect your vision. When you are satisfied with the design and we have your approval, we get to work building your project.
- 6 Project Buildout & Installation**
Our development team creates custom web templates to ensure that your website's look and feel will be consistent throughout. We then install the project on our web servers, test it to ensure seamless functionality, and begin training your staff.
- 7 Training**
Staff training takes place online or on-site, based on your unique needs. Our training is conducted using YOUR web project, so users are trained to update YOUR website specifically.
- 8 Content Migration**
We happily offer complete, turnkey migration services. We are also able to move just a portion of your content and train your staff to migrate the rest.
- 9 Last Review & Final Approval**
Once your new website is fully populated, you complete a final review for quality assurance. With your approval, your project is moved to the production servers and configured to go live!
- 10 Six Month Review**
Our final step is a six month review of your web project. Our support staff contacts you to make sure your vision has come to fruition and that your staff has been equipped with the proper tools and training to make content management a breeze.

Our mission is to provide you with unparalleled support...guaranteed!





ezTask.com, Inc.
 210-A Morton Street
 Richmond, TX 77469
 1-800-921-6764
 Fax: 281-239-7095

Price Quote

Proposal to:
 Moises Salazar
 Hidalgo County Drainage District 1

Date: 10/21/2016
 Quote #: 07741016

Prepared by:
 Glenn Schalles
 (281) 239-3227
 glenn@eztask.com

Products and Services	Subtotal
Premium Plus website / custom design Titanium CMS / migration up to 8 hours	\$3,995
ezTaskTitanium CMS Module Bundle Pack (includes Document Manager, Database Module, Communications Pack)	\$0
website management block of hours (20 Hours)	\$1,500
TIPS Purchasing Cooperative - Eztask contract number - 2092216	\$0
Total Costs (First Year)	\$5,495

Some products increase the annual Web Hosting Fee (based on associated bandwidth, storage, and/or maintenance costs).

Additional Web Hosting Fees	\$1,500
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Thank you for choosing ezTask. We sincerely appreciate your business!



ezTask.com, Inc.
210-A Morton Street
Richmond, TX 77469
1-800-921-6764
Fax: 281-239-7095

Additional Information

Optional Features and Functions

ezTask offers additional modules, upgrades, and services to customize and enhance the use and management of your website. Should you wish to add products or services handled by a third-party solution, we are happy to integrate your vendor of choice. We also provide rapid project deployment, discounted rates, and centralized billing by way of strategic partnerships with select vendors. Please contact your salesperson for a consultation or to request a quote.

Content Migration	Custom Search	eCommerce/Online Store Setup
Email/SMS Marketing	Full-Service Website Maintenance	GoogleApps Integration
LDAP Connectivity	Live Chat Support	MegaMenu Module
Online Payment Setup	Onsite Training Workshop	Secure Payment Processing

Customer References

Texas Association of Counties (TAC)

County Information Resources Agency (CIRA)
1201 San Antonio Street
Austin, Texas 78707

Contact: Brittany Lane
Title: CIRA Coordinator
Phone: (512) 478-8753
Email: brittany.lane@cira.state.tx.us

Town of Warrenton, North Carolina

133 S. Main Street
Warrenton, NC 27589

Contact: Robert Davie
Title: Town Administrator
Phone: (252) 257-1122
Email: townadministrator@warrenton.nc.gov
Website: <http://www.warrenton.nc.gov>

City of Bastrop, Texas

904 Main Street
Bastrop, Texas 78602

Contact: Andres Rosales
Title: IT Director
Phone: (512) 332-8816
Email: arosales@cityofbastrop.org
Website: <http://www.cityofbastrop.org>

City of Sealy, Texas

415 Main Street
Sealy, Texas 77474

Contact: Steven Kutra
Title: Finance Director
Phone: (979) 627-6107
Email: skutra@ci.sealy.tx.us
Website: <http://www.ci.sealy.tx.us>



Scope of Services

ezTask.com, Inc. has years of experience providing quality websites and web services that transform communication between residents, citizens, and local government entities. We stand behind all of our products and services with a 100% satisfaction, money-back guarantee.

Web Hosting Services	Fully-managed web hosting services, including nightly data backup, required software updates, server maintenance, and allocation of sufficient bandwidth and storage space for Hidalgo County Drainage District 1 websites and web content for the duration of the contract period.
Setup and Installation	Includes setup and installation of website and web services, as well as installation and/or fulfillment of additional products, product options, and/or services as outlined in this document.
Customer Support	World-class technical service and support available 24/7/365. Includes unlimited access to ezTask's online support site (http://support.eztask.com), which houses a comprehensive software knowledgebase and documentation, community forums, video tutorials, and a support case ticketing system.
Training and Materials	Live, online training for content managers will be conducted by ezTask staff, and supplemental materials will be provided to Hidalgo County Drainage District 1 as a resource for subsequently training additional staff.
Website Analysis	ezTask will conduct a review of existing Hidalgo County Drainage District 1 website(s) to assess current authoring processes, content publishing needs, navigation requirements, media content needs, and/or application usage.
Premium Plus website / custom design Titanium CMS / migration up to 8 hours	Creation of a fully-custom, Premium website, managed with ezTaskTitanium™ Content Management System (CMS). Includes one-on-one design development with an ezTask Design Expert, as well as unlimited software access and user accounts.
ezTaskTitanium CMS Module Bundle Pack (includes Document Manager, Database Module, Communications Pack)	ezTask will install Titanium CMS Module Bundle into new website project for Hidalgo County Drainage District 1 website project includes Document Manager, Database Module and Communications Pack
website management block of hours (20 Hours)	eztask will update and manage website content for Hidalgo County Drainage District 1 website based on number of hours purchased with website project.
TIPS Purchasing Cooperative - Eztask contract number - 2092216	Enter the scope for your Custom Line Item Here.



THE INTERLOCAL PURCHASING SYSTEM

"PURCHASING MADE PERSONAL"



HOME **CONTRACTS** MEMBERSHIP VENDORS SOLICITATIONS ABOUT US

EMAIL PURCHASE ORDER TO: TIPSP0@TIPS-USA.COM
ATTACH PO AS A PDF – ONLY ONE PO PER EMAIL
PO MUST REFERENCE TIPS CONTRACT NUMBER

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

VENDOR EZ Task

WEBSITE www.eztask.com

SERVICE/PRODUCTS
DESCRIPTION

EZ Task is a Texas based, Website Content Management System Solutions Provider, with over 15 years of experience building website communities for K-12 Education and local governments . ezTask has a solution that is efficient, affordable, and easy to manage . Our ezTaskTitanium CMS incorporates the latest in website technology including HTML5 and CSS3. Call us today for a free no obligation demonstration.

AWARDED CONTRACTS

CONTRACT: 2092216 Web Hosting, Services or Content Management
Sep-22-2016 to Sep-26-2019

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AI -57030

20. C.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Review of Attorney-Client Privileged Investigative Analysis Report with respect to potential litigation - Integ Corporation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Monica Badillo		Started On: 10/21/2016 04:43 PM
Final Approval Date: 10/21/2016		

AI -57031

21. C.

DRAINAGE DISTRICT

Meeting Date: 10/25/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Review of Attorney-Client Privileged Investigative Analysis Report with respect to potential litigation - Integ Corporation

BACKGROUND

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Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Monica Badillo		Started On: 10/21/2016 04:44 PM
Final Approval Date: 10/21/2016		