



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
January 24, 2017
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. **AI -58154** Discussion on Hidalgo County Drainage District No. 1 projects, maintenance and operations:
 - A.) Pct. 1 - Indian Hills Subdivision
 - B.) Inter Local Agreements with Irrigation Districts
6. **AI -58125** Discussion, consideration and approval of Multi-Bank Securities, Inc. Resolution
7. **AI -58056** A. Request approval to issue payment on award of special commissioners pertaining to condemnation proceedings for Cause No. CCD-0368-F; Parcel No. 10-Pct.2 Linear Park Project.

B. Approval to issue payment for three (3) Special Commissioners fees related to Cause No. CCD-0368-F as noted on Item no. 1
8. **AI -58088** A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid (for the purposes of ranking by HCDD1

Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Construction Material Testing" for Penitas Pump House Project.

FIRM NAME:	SCORE:	RANK:
B2Z Engineering	92	
L&G Engineering	99	
Terracon Consultants, Inc.	94	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provisions of Construction Materials Services for Penitas Pump House Project.

9. AI -58142 2013 Bonds

Budget: 365-Rural Drainage Development Pct.4

Request approval to issue payment on the following items:

A.-Application for payment No. 8 in the amount of \$72,108.90 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Hidalgo County Pct.4 Hoehn Road Area Drainage & Road Improvement.

B.-Application for payment No. 9 in the amount of \$8,820.00 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Hidalgo County Pct.4 Hoehn Road Area Drainage & Road Improvement.

C.-Application for payment No. 10 in the amount of \$31,067.10 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Hidalgo County Pct.4 Hoehn Road Area Drainage & Road Improvement.

10. AI -58186 Requesting authority to advertise and approval of procurement packet (i.e., legal notice, specifications, draft contract etc.,) as attached hereto for: Hidalgo County Drainage District No. 1 - "Lease of Land for the Purpose of Farming"- RFB No.HCDD1-17-006-02-15, including the re-advertisement of project in the event bids are rejected or no bids are received & project is still required.

11. AI -58178 CLAIM

Request approval to issue payment as claim for Invoice No. 9607 in the amount of \$11,405.00 for engineering services performed by Quintanilla Headley & Associates pertaining to South Main Drain & SH 107-Sunflower Road Drain Project.

12. **AI -58176** Action for Hidalgo County Drainage District No.1 to exercise the issuance of written Notice of Termination to Texas Cordia Construction, LLC as provided in the Agreement, more specifically under the General Conditions 15.03 A and thus agree that only services/materials provided and expenses incurred prior the date of termination will be due and payable.
13. **AI -58158** Requesting approval of Inter Local Agreement by and between Hidalgo County Drainage District No.1 and City of Edinburg, Texas as it relates to Jackson Drain Ditch Improvements.
14. **AI -58152** Approval of Change Order No. 3 in connection with "Pct.4 Hoehn Road and Drainage Improvement" project (C# HCDD1-15-009-07-22A) reflecting a credit in the amount of (\$82,331.00) from contracted vendor, Texas Cordia Construction, LLC, and as recommended by project engineer, DOS Logistics, Inc., subject to compliance with HB1295 if and when applicable; with authority to execute document.
15. **AI -58145** Requesting approval of Right of Entry request from TxDot: Goodwin Lot 43 & West Sharyland Lot 41-1.
16. **AI -58150** A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024 (a)(7)-"items for which competition is precluded because of existence of patents, copyrights, secret process or monopolies" in connection with ESRI Products, Software Maintenance, Technical Support, and Software Updates/Upgrades with Environmental Systems Research Institute, Inc. (ESRI).

B.) Approval of "Sole Source Declaration" for ESRI Products, Software Maintenance, Technical Support, and Software Updates/Upgrades with authority to purchase one ArcGIS Desktop Advanced Single Use License Agreement with Environmental Systems Research Institute, Inc. (ESRI) in the total amount of \$9,900.00 with authority to execute document.
17. **AI -58147** Requesting approval of First Amendment to Inter Local Agreement by and between Hidalgo County Drainage District No.1 and Hidalgo County Urban County Program as it relates to Alberta Drain Project.
18. **AI -58146** Requesting approval to pay amount for taking of real property for Cause No. CCD-0368-F, Parcel 10, Pct. 2 Fee Simple Project.

- 19. 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**
- 20. Open Session:**

 - A. Real Estate Acquisition**
 - B. Pending and/or Potential Litigation**
- 21. Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed
- 22. Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed
- 23. Adjourn**

AI -58154

5.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion on Hidalgo County Drainage District No. 1 projects, maintenance and operations:

A.) Pct. 1 - Indian Hills Subdivision

B.) Inter Local Agreements with Irrigation Districts

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Jaime Salazar		Started On: 01/20/2017 10:14 AM
Final Approval Date: 01/20/2017		

AI -58125

6.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted For: Norma Garcia

Submitted By: Fred Zamarripa,
TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Discussion, consideration and approval of Multi-Bank Securities, Inc. Resolution

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Fred Zamarripa		Started On: 01/19/2017 01:15 PM
Final Approval Date: 01/20/2017		



I. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY

LEGAL NAME OF ORGANIZATION: _____

TYPE OF ORGANIZATION: _____

ACCOUNT NUMBER: _____

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

(Name of Authorized Person) (Title)

(Name of Authorized Person) (Title)

(Name of Authorized Person) (Title)

II. CERTIFICATION

I, _____ of
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

_____ hereby certify that said organization is duly and legally
(Name of Organization)

organized and existing and that a quorum of the _____
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the _____ day of _____, 20____

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and do not conflict with the _____ of said organization.
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that the _____ of the Organization which took the action called for by the
(Name of Governing Body of Organization)
resolutions annexed hereto has the power to take such action.

*SIGNATURE: _____ DATE: _____

TITLE: _____

*The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.

III. RESOLUTIONS

Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.

RESOLVED –

FIRST: That the named Authorized Persons of this organization or _____ or _____ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the “Organization”), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the “Brokers”) and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization’s seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

THIRD: That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

FOURTH: That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

SIXTH: That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

SEVENTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

AI -58056

7.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted For: Jaime Salazar

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to issue payment on award of special commissioners pertaining to condemnation proceedings for Cause No. CCD-0368-F; Parcel No. 10-Pct.2 Linear Park Project.

B. Approval to issue payment for three (3) Special Commissioners fees related to Cause No. CCD-0368-F as noted on Item no. 1

BACKGROUND

Fiscal Impact

Attachments

Cause No. CCD-0368-F-Award of Special Commissioners

Cause No. CCD-0368-F-Pay Memo to Special Commissioners

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Claudette Guerrero		Started On: 01/13/2017 03:58 PM
Final Approval Date: 01/20/2017		



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 10 2017

3:00 AM/PM

BY: MP

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

PAY MEMO

To: Raul Sesin (General Manager)

From: Jaime Salinas
Precinct # 2 Right of Way Agent

Date: January 9, 2017

Re: Regional Linear Park Project
Luciano Bernal -Parcel # 10
Cause No. CCD-0368-F (Hidalgo County Drainage District No.1 vs. (Luciano Bernal))

Mr. Raul Sesin,

Attached please find a certified copy of the Award of Special Commissioners, signed by Judge Albert Garcia, County Court at Law No. 6 on the above-mentioned condemnation case. Check should be made payable to Mr. Arturo Guajardo, Jr. County Clerk in the amount of \$1,461.00 for delivery to Atlas & Hall, c/o Mr. Greg Kazen, Attorney-at-Law, 818 Pecan, McAllen, Texas 78501. These monies should be taken from Acct. # _____ for Right of Way Acquisition on this project.

Should you have any questions, please feel free to call. (956) 787-1891 or Ext 2406

Respectfully,
Jaime Salinas

Approved _____
Raul Sesin General Manager
Hidalgo County Drainage District N o. 1

CAUSE NO. CCD-0368-F

HIDALGO COUNTY DRAINAGE	§	CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE	§	
	§	
VS.	§	IN THE COUNTY COURT AT LAW
	§	NO. 6
ALL UNKNOWN HEIRS OF LUCIANO	§	
BERNAL (DECEASED) AND ALL	§	
UNKNOWN HEIRS OF CELINA	§	
L. BERNAL (DECEASED)	§	OF HIDALGO COUNTY, TEXAS

AWARD OF SPECIAL COMMISSIONERS

On the 1st day of December, 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. Six 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 **ALL UNKNOWN HEIRS OF LUCIANO BERNAL (DECEASED) AND ALL UNKNOWN HEIRS OF CELINA L. BERNAL (DECEASED)**; and Plaintiff having announced ready, the Special Commissioners proceeded to hear evidence, and made the following findings:

I.

That on the 13th day of July, 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. Six 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



Date: DEC 2 2 2016
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: [Signature]
County Clerk

mining of same, said 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. Six of Hidalgo County, Texas, did on the 2nd day of September, 2016, appoint Armando M. Guerra, Audra Lee Cruz and Robert Fernandez, 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 1st day of December, 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 October 13, 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 1st day of December, 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 **ALL UNKNOWN HEIRS OF LUCIANO BERNAL (DECEASED) AND ALL UNKNOWN HEIRS OF CELINA L. BERNAL (DECEASED)**, by reason of the taking of said land, and after



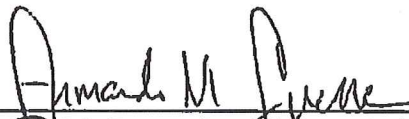
Date: DEC 2 2 2016
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my files.
By: [Signature]
Deputy Clerk

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:

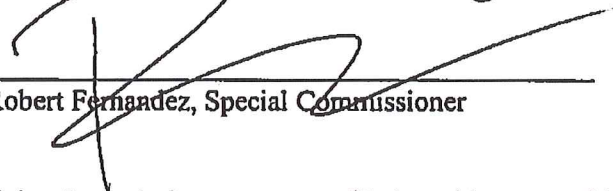
Damages for Taking: \$ 1,461.⁰⁰
Remainder Damages: \$ 0
Total Damages: \$ 1,461.⁰⁰

The costs of this proceeding are adjudged against Plaintiff.

RENDERED this 1st day of December, 2016.



Armando M. Guerra, Special Commissioner


Audra Lee Cruz, Special Commissioner


Robert Fernandez, Special Commissioner

The foregoing Award of Special Commissioners was filed with me this


1 day of December, 2016.


Judge Presiding
Hidalgo County Court at Law No. Six

Received from the Court
On 12/13/2016 8:12:25 AM
Initials: VO

3



Date: DEC 22 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

May 26, 2015

Revised December 11, 2015

Revised June 8, 2016

Parcel 10

1 of 3 Pages

County: Hidalgo, Precinct 2
WA#10: HCDD No. 1 Drain Right of Way Project

Exhibit: A
FIELD NOTES FOR PARCEL 10

Being a 27,340 square foot or 0.6276 of an acre tract of land situated in Lot 222, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1, Right of Way easement, as recorded in Volume 1025, Page 162, dated January 29, 1962, of the Deed of Records, Hidalgo County, Texas, said 27,340 square foot or 0.6276 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 222, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 222, North 08°32'07" East a distance of 303.00 feet to a 5/8" iron pin (N=16,587,994.6574. E=1,087,922.4032) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southwest corner of said Hidalgo County Drainage District No. 1, Right of Way easement and Point of Beginning of this herein described tract of land;

1. Thence continuing with the West line of said Lot 222, North 08°32'07" East a distance of 165.08 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the South line of a Pharr-McAllen Outfall easement, 50.00 foot Right of Way, as recorded in Volume 1743, Page 879, dated March 10, 1981, of the Deed Records, Hidalgo County, Texas, and for the Northwest corner of this herein described tract of land;
2. Thence departing the West line of said Lot 222, with the South line of said, Pharr-McAllen Outfall easement, South 64°22'29" East a distance of 172.62 feet to the Northwest corner of a called 0.64 of an acre Hidalgo County Drainage District No. 1 easement, as described in Volume 1027, Page 68, of the Deed Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;
3. Thence departing the South line of said, Pharr-McAllen Outfall easement and with said called 0.64 of an acre Hidalgo County Drainage District No. 1 easement, South 08°32'07" West a distance of 166.32 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northeast corner of the Hugo Cesar Cavazos and wife, Maria Josefina Cavazos tract of land as described in Volume 3010, Page 343, of the Official Records, Hidalgo County, Texas, and for the Southeast corner of this herein described tract of land;
4. Thence with the Northeasterly line of said Hugo Cesar Cavazos and wife, Maria Josefina Cavazos tract of land, North 63°58'50" West a distance of 172.99 feet to the Point of Beginning and being a 27,340 square foot or 0.6276 of an acre tract of land.



Date: DEC 2 2 2016
I, Arturo Gualardo, 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

Electronically Submitted

12/2/2016 4:21:30 PM

Hidalgo County Clerks Office

Accepted by: Norma Harlow

May 26, 2015

Revised December 11, 2015

Revised June 8, 2016

Parcel 10

2 of 3 Pages

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 06/10/2016

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333



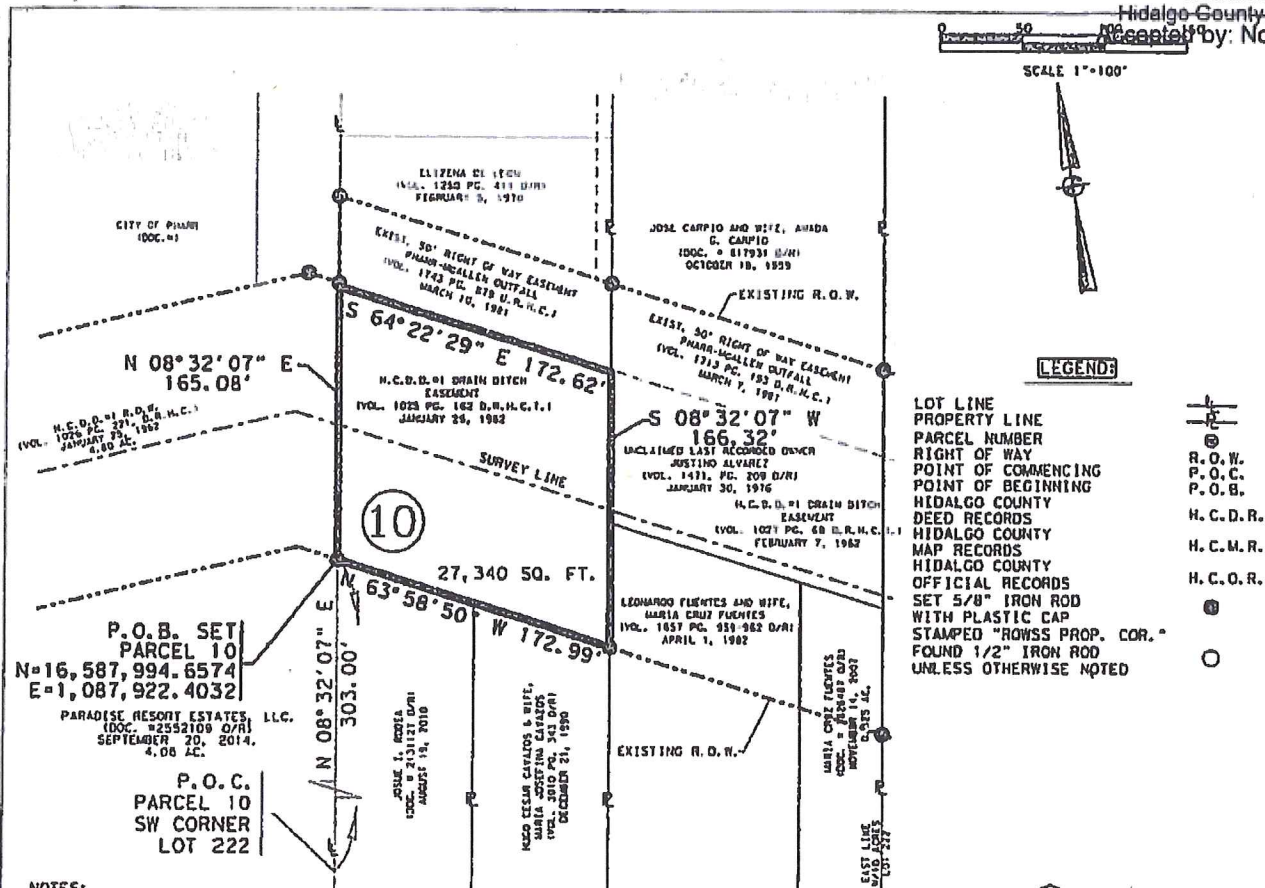
DEC 2 2 2016

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





LEGEND

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT #1, BY LUCIANO BERNAL AND WIFE, CELINA L. BERNAL, DATED JANUARY 12, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1025, PAGE 162, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, MAP RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
4. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.



METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

[Signature]
 KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED JUNE 8, 2016

PLAT OF SURVEY
 PARCEL 10
 FOR HCDD No. 1 DRAIN RIGHT OF WAY PROJECT,
 HIDALGO COUNTY

A 27,340 SQ. FT. (0.6277 AC.)
 TRACT OF LAND SITUATED IN LOT 222
 KELLY-PHARR SUBDIVISION

EXHIBIT A
 PAGE 3 OF 3

TITLE COMMITMENT:
 CHICAGO TITLE INSURANCE COMPANY
 PROPOSED (INSURED/BORROWER):
 HIDALGO COUNTY
 OWNER: LUCIANO BERNAL
 OF No.: 0003162562
 EFFECTIVE DATE:
 NOVEMBER 13, 2015

RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
 PARCEL 10
 HCDD No. 1 DRAIN RIGHT OF WAY PROJECT

ROW SURVEYING SERVICES, LLC.
 806 S. STEWART RD. SUITE 111
 MCKINNEY, TEXAS 75067
 TEL: (972) 438-8338
 FAX: (972) 434-3132
 TRPLS REC. FIRM# 10192886

Date: DEC 2 3 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]*



JAN 10 2017

3:00 AM/PM

BY: MAP



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member


RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

PAY-MEMO

TO: Raul Sesin (General Manager)
Hidalgo County Drainage District No. 1

FROM: Jaime Salinas 
Right Of Way Agent

DATE: January 9, 2017

RE: Regional Linear Park Project
Luciano Bernal-Parcel # 10
Cause No. CCD-0368-F (Hidalgo County Drainage Dist No. 1 vs Luciano Bernal)

Mr. Raul Sesin,

Enclosed please find a certified copy of the **Order Awarding Fees to Special Commissioners**, signed by **Judge Albert Garcia County Court at Law No. 6**, W-9 forms and SS #'s for the Special Commissioners on the above-mentioned condemnation case. Checks should be made payable to **Mr. Armando M. Guerra, Mr. Robert Fernandez, and Ms. Audra Lee Cruz** in the amount of \$2,000.00 @ and mailed to their respective addresses. These monies should be taken from Account # _____ for Right of Way Acquisition.

Should you have any questions or comments, please feel free to call. (956) 283-8134 or Ext 2406

Respectfully,
Jaime Salinas

Approved: _____
Raul Sesin (General Manager)

AI -58088

8.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

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 Engineering Services.

B.) Presentation of scoring grid (for the purposes of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Construction Material Testing" for Penitas Pump House Project.

FIRM NAME:	SCORE:	RANK:
B2Z Engineering	92	
L&G Engineering	99	
Terracon Consultants, Inc.	94	

C.) Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provisions of Construction Materials Services for Penitas Pump House Project.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

01/20/2017 05:46 PM

Form Started By: Moises Salazar

Started On: 01/18/2017 09:34 AM

Final Approval Date: 01/20/2017

AI -58142

9.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds

Budget: 365-Rural Drainage Development Pct.4

Request approval to issue payment on the following items:

A.-Application for payment No. 8 in the amount of \$72,108.90 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Hidalgo County Pct.4 Hoehn Road Area Drainage & Road Improvement.

B.-Application for payment No. 9 in the amount of \$8,820.00 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Hidalgo County Pct.4 Hoehn Road Area Drainage & Road Improvement.

C.-Application for payment No. 10 in the amount of \$31,067.10 from Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-15-009-07-22A-Hidalgo County Pct.4 Hoehn Road Area Drainage & Road Improvement.

BACKGROUND

Fiscal Impact

Attachments

TxCordia PMT#8

TxCordia PMT#9

TxCordia PMT#10

Form Review

Inbox

Final Approval

Reviewed By

Monica Badillo

Date

01/20/2017 05:46 PM

Form Started By: Claudette Guerrero
Final Approval Date: 01/20/2017

Started On: 01/19/2017 04:25 PM



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: 10/26/2016

Engineer/Firm Name: Texas Cordia Construction

Project Name/Number: Pct. 4 Hoehn Road Area Drainage & Road Improvments

Invoice No.: Application For Payment No. 8

Invoice Date: 8/29/2016

Due Date: 11/25/2016

Purchase Order No.: _____

Amount: \$72,108.90

Total # of Pages Submitted: 15

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: _____

OCT 26 2016

4:19 AM (PM)

BY: KAP



APPLICATION FOR PAYMENT NO. 8

To: Hidalgo County Drainage District No. 1 (OWNER)
 From: Texas Cordia Construction, LLC (CONTRACTOR)
 Contract: HCDD1-15-009-07-22A
 Project: Hidalgo County Pct. 4 - Hoehn Road Area Drainage & Road Improvements
 Owner's Contract No. HCDD1-15-009-07-22A Engineer's Project No. _____
 For Work accomplished through the date of: August 26, 2016

1. Original Contract Price:	\$	1,078,315.00
2. Net change by Change Order and Written Agreements(+or-):	\$	257,088.00
3. Current Contract Price (1 plus 2):	\$	1,335,403.00
4. Total completed and stored to date:	\$	1,205,665.55
5. Retainage (per Agreement):		
10% of completed Work:	\$	119,799.06
10% of stored material	\$	767.50
Total Retainage:	\$	120,566.56
6. Total completed and stored to date less retainage (4 minus 5)	\$	1,085,099.00
7. Less previous Application for Payments:	\$	1,012,990.10
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	72,108.90

Accompanying Documentation:

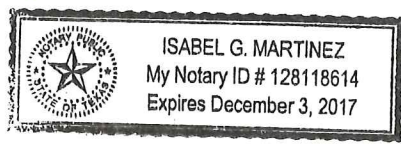
CONTRACTOR'S Certification:
 The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for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

CONTRACTOR:

BY: Texas Cordia Construction, LLC [Signature]

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 29th day of August, 2016

Notary Public [Signature]
 My Commission expires: 12/3/17



CERTIFICATE FOR PAYMENT:

In accordance with Contract Documents, base 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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

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

ENGINEER:

By: [Signature] Project Engineer Date: 8/26/16

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

Texas Cordia Construction, LLC
 10/12/2015
 7/29/2016

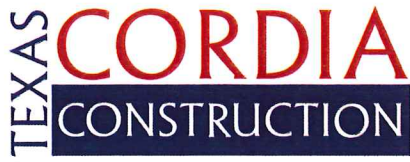
Contractor Name
 Starting Date
 Project Ending Date
 Engineer's / County Project Description

Application No.: 8
 Application Date: 8/29/2016
 Period To: 8/26/2016
 Engineer's / County Project No.: HCDD1-15-009-07-22A

No.	Description	Unit	Original Schedule Value			Revised Schedule Value			Material	Item Cost (Total)	RFP 1		RFP 2		RFP 3		RFP 4		RFP 5		RFP 6		RFP 7		RFP 8		Total to Date	Balance To Finish					
			Rates	Quan	Dollars	Rates	Quan	Dollars			QTY to Date	Item Cost	MON 1 Qty	QTY to Date	Item Cost (Monthly)	MON 2 Qty	QTY to Date	Item Cost (Monthly)	MON 3 Qty	QTY to Date	Item Cost (Monthly)	MON 4 Qty	QTY to Date	Item Cost (Monthly)	MON 5 Qty	QTY to Date		Item Cost (Monthly)	MON 6 Qty	QTY to Date	Item Cost (Monthly)	MON 7 Qty	QTY to Date
3	Manhole Type A1	EA				\$ 3,700.00	2.00	\$ 7,400.00		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	2.00	\$ 7,400.00			2.00	\$ -	\$ 7,400.00	-	\$ -			
4	18" RCP	LF				\$ 39.50	260.00	\$ 10,270.00		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	260.00	260.00	\$ 10,270.00			260.00	\$ -	\$ 10,270.00	-	\$ -			
5	SET 24" - Decrease	EA				\$ 1,150.00	-3.00	\$ (3,450.00)		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -			\$ -			0.00	\$ -	\$ -	(3.00)	\$ (3,450.00)			
6	SET 18" - Decrease	EA				\$ 830.00	-128.00	\$ (106,240.00)		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -			\$ -			0.00	\$ -	\$ -	(128.00)	\$ (106,240.00)			
7	24" RCP - Decrease	EA				\$ 49.00	-44.00	\$ (2,156.00)		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -			\$ -			-44.00	\$ -	\$ (2,156.00)	-	\$ -			
8	L&R	LS				\$ 17,330.00	1.00	\$ 17,330.00		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	1.00	\$ 17,330.00			1.00	1.00	\$ -		1.00	\$ -	\$ 17,330.00	-	\$ -			
9	JOB Mon Mask	LS				\$ 104,969.00	1.00	\$ 104,969.00		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.05	0.05	\$ 5,248.45			0.90	0.95	\$ 94,472.10			0.95	\$ -	\$ 99,720.55	0.05	\$ 5,248.45		
CHANGE ORDER #2 TOTAL						\$ 84,883.00				\$ -		\$ -		\$ -				\$ -					\$ 62,178.45		\$ 109,986.10		\$ -	\$ 17,160.00	\$ 189,324.55		\$ (104,441.55)		
TOTAL AMOUNTS:						\$ 1,078,315.00		\$ 257,088.00		\$ 7,675.00		\$ 22,270.00		\$ 300,860.00		\$ 750.00		\$ 750.00		\$ 338,668.45		\$ 375,516.10		\$ 79,055.00		\$ 80,121.00	\$ 1,197,990.55		\$ 128,737.45				

ORIGINAL CONTRACT	\$ 1,078,315.00
CHANGE TO DATE	\$ 257,088.00
CURRENT CONTRACT VALUE	\$ 1,335,403.00

TOTAL TO DATE	\$ 1,197,990.55
TOTAL MATERIAL TO DATE	\$ 7,675.00
TOTAL COMPLETE AND STORE TO DATE	\$ 1,205,665.55
LESS RETAINAGE	\$ 120,566.56
NET AMOUNT EARNED TO DATE	\$ 1,085,099.00
PREVIOUS PAYMENTS	\$ 1,012,990.10
NET AMOUNT EARNED THIS PERIOD	\$ 72,108.90



3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

August 29, 2016

Dos Logistic, Inc.
Attn: Hector Cantu
1002 E. Expressway 83
Weslaco, Texas 78596

RE: Precinct No. 4 – Hoehn Road Area Drainage & Road Improvements
HCDD1-15-009-07-22A

Dear Mr. Cantu:

The following is a list of suppliers and/or subcontractors used in the above mentioned project as per the County's request:

- Lhoist North American (Supplier)
- No Subcontractor (Subcontractor)

If you have any questions, please contact me at (956) 627-6181.

Thank you,

A handwritten signature in blue ink, appearing to read "Yara M. Corbitt".

Yara M. Corbitt, P.E.
President
Texas Cordia Construction



Contract Time Statement

Pay Request 8 Contractor: Texas Cordia Construction, LLC
 Project No. HCDD1-15-009-07- City: Edinburg, Texas Date: 08/29/16
 Time Computed From: _____ Date Work Completed: _____

Month	Date or Days	Working Days	Days Credited	Description
OCT	12	0		NTP ISSUED 10/12/15. FIRST WORK DAY 10 DAYS LATER. FIRST DAY OF 180 CALENDAR DAYS 10/22/15
July	26	1		Worked on Project
July	27	1		Worked on Project
July	28	1		Worked on Project
July	29	1		Worked on Project
July	30	1		Weekend (No Work Done)
July	31	1		Weekend (No Work Done)
Aug	01	1		Worked on Project
Aug	02	1		Worked on Project
Aug	03	1		Worked on Project
Aug	04	1		Worked on Project
Aug	05	1		Worked on Project
Aug	06	1		Weekend (No Work Done)
Aug	07	1		Weekend (No Work Done)
Aug	08	1		Worked on Project
Aug	09	1		Worked on Project
Aug	10	1		Worked on Project
Aug	11	1		Worked on Project
Aug	12	1		Worked on Project
Aug	13	1		Weekend (No Work Done)
Aug	14	1		Weekend (No Work Done)
Aug	15	1		Worked on Project
Aug	16	0	1	Rain / Too Wet to Work Day
Aug	17	1		Worked on Project
Aug	18	1		Worked on Project
Aug	19	1		Worked on Project
Aug	20	1		Weekend (No Work Done)
Aug	21	1		Weekend (No Work Done)
Aug	22	1		Worked on Project
Aug	23	1		Worked on Project
Aug	24	1		Worked on Project
Totals				

No. of Contract Calendar Days: 180 No. of Calendar Days Charged To Date: 29
 Assessed Liquidated Damages: No. Days 0 Per Day \$ \$500.00 Total \$ \$0.00
 Certified As Correct (One Copy Has Been Given To The Contractor) _____
Project Engineer

Instructions: Project Identification should cover contract. Time credited and reasons therefore must conform to provisions of contract. No Holiday credit allowed for days preceding or following legal holidays. Time Suspended and resumed must be supported by copy each of letters to contractor dated on or before effective dates. Time extension must be indicated and referenced to related provision of contract.

Certified Payroll Report

Contractor Texas Cordia Construction, LLC
 3149-A Center Pointe Drive
 Edinburg, TX 78539-7102

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 42
For Week Ending 7/30/2016

Hours Worked by Day

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				Sun 24	Mon 25	Tue 26	Wed 27	Thu 28	Fri 29	Sat 30													
Nahun Garcia	9035	Motor Grader	RT		10.00	10.00	10.00	10.00		40.00	40.00	15.00	813.75	0.00	960.00	59.52	13.92	55.00	0.00	0.00	137.94	822.06	
		Operator, Rough	OT						9.50	9.50	9.50	22.50											
Santos Leos	0136	Sweeper	RT		10.50	10.00	10.00	9.00	0.50	40.00	40.00	11.15	663.49	0.00	713.68	44.25	10.35	32.00	0.00	0.00	86.60	627.08	
		Operator	OT	4.50					8.50	13.00	13.00	16.73											

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 43
For Week Ending 8/6/2016

Hours Worked by Day

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				Sun 31	Mon 1	Tue 2	Wed 3	Thu 4	Fri 5	Sat 6													
Antonio Rodriguez	2550	Common Laborer	RT OT		11.00	9.50	10.00				30.50	30.50	11.35 17.03	346.18	0.00	837.19	51.91	12.14	21.00	0.00	0.00	85.05	752.14
Cornelio Rodriguez	5259	Pipe Layer	RT OT		11.00						11.00	11.00	12.00 18.00	132.00	0.00	660.13	40.93	9.57	13.00	0.00	0.00	72.50	587.63
Felix Hernandez	0012	Common Laborer	RT OT		1.50			5.00			6.50	6.50	10.25 15.38	105.08	0.00	817.58	50.69	11.86	45.00	0.00	0.00	107.55	710.03
Nahun Garcia	9035	Motor Grader Operator, Rough	RT OT		11.50	9.50	10.00	9.00			40.00	40.00	15.00 22.50	836.25	0.00	1,162.50	72.08	16.85	85.00	0.00	0.00	208.43	954.07
Santos Leos	0136	Sweeper Operator	RT OT			9.50	10.00	10.00	9.00		38.50	38.50	11.15 16.73	429.28	0.00	663.50	41.14	9.62	27.00	0.00	0.00	77.76	585.74

Date: Aug-26, 2016
 I, **Minerva Luna**, Office Manager, do hereby state:

(1) That I pay or supervise the payment of the persons employed by TEXAS CORDIA CONSTRUCTION, LLC on the project 1039 - Hoehn Road:1039 - Hoehn Road; that during the payroll period commencing on Jul-31, 2016 and ending on Aug-06, 2016 all persons employed on the 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 TEXAS CORDIA CONSTRUCTION, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR 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. 276c), 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 and 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

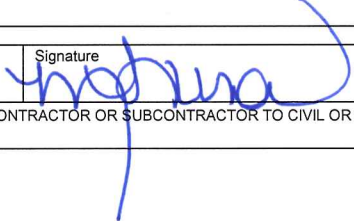
in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(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 Minerva Luna, Office Manager	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.	

Certified Payroll Report

Contractor Texas Cordia Construction, LLC
 3149-A Center Pointe Drive
 Edinburg, TX 78539-7102

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 44
For Week Ending 8/13/2016

Hours Worked by Day

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Total Net Pay
				Sun 7	Mon 8	Tue 9	Wed 10	Thu 11	Fri 12	Sat 13													
Felix Hernandez	0012	Common Laborer	RT OT		1.00	3.00		2.00			6.00	6.00	10.25	107.64	0.00	732.98	45.44	10.63	33.00	0.00	0.00	89.07	643.91
Miguel A Martinez	4206	Loader/Backhoe	RT OT				9.00	9.00			18.00	18.00	15.00	270.00	0.00	712.50	44.17	10.33	16.00	0.00	0.00	70.50	642.00
Nahun Garcia	9035	Motor Grader Operator, Rough	RT OT		9.00	9.00		11.00	0.50		29.50	29.50	15.00	656.25	0.00	926.25	57.42	13.44	50.00	0.00	0.00	155.36	770.89
Santos Leos	0136	Sweeper Operator	RT OT		9.00	9.00				10.00	28.00	28.00	11.15	312.20	0.00	434.85	26.96	6.31	4.00	0.00	0.00	37.27	397.58

Date: Aug-18, 2016

I, Minerva Luna, Office Manager, do hereby state:

(1) That I pay or supervise the payment of the persons employed by Texas Cordia Construction, LLC on the project 1039 - Hoehn Road:1039 - Hoehn Road; that during the payroll period commencing on Aug-07, 2016 and ending on Aug-13, 2016 all persons employed on the 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 Texas Cordia Construction, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR 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. 276c), 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 and 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

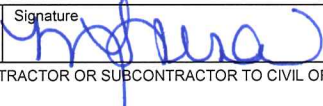
in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(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 Minerva Luna, Office Manager	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.	

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 45
For Week Ending 8/20/2016

Hours Worked by Day

Employee Name	ID	Work Classification	Pay Type	Sun 14 Mon 15 Tue 16 Wed 17 Thu 18 Fri 19 Sat 20							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay	
				14	15	16	17	18	19	20														
Felix Hernandez	0012	Common Laborer	RT OT		2.00							2.00	2.00	10.25 15.38	20.50	0.00	633.01	39.24	9.18	23.00	0.00	0.00	71.42	561.59
Miguel A Martinez	4206	Loader / Backhoe	RT OT				9.50	9.00				18.50	18.50	15.00 22.50	277.50	0.00	791.25	49.06	11.48	24.00	0.00	0.00	84.54	706.71
Nahun Garcia	9035	Motor Grader Operator, Rough	RT OT		10.00							10.00	10.00	15.00 22.50	150.00	0.00	915.00	56.73	13.26	48.00	0.00	0.00	152.49	762.51
Santos Leos	0136	Sweeper Operator	RT OT		10.00							10.00	10.00	11.15 16.73	111.50	0.00	688.59	42.69	9.98	29.00	0.00	0.00	81.67	606.92



Letter of Transmittal

Hidalgo County Drainage District No. 1
 Attn: Raul Sesin, P.E., CFM
 902 N. Doolittle Road
 Edinburg, TX 78539

Date: 10/26/2016

REF: Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement
Bid No. HCDD1-15-009-07-22A





TRANSMITTED:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Please comment | <input type="checkbox"/> Approved as Noted |
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Reply ASAP | <input type="checkbox"/> As Noted Below |

VIA:

- | | | |
|------------------------------------|---|--|
| <input type="checkbox"/> USPS Mail | <input type="checkbox"/> Courier | <input checked="" type="checkbox"/> Hand Delivered |
| <input type="checkbox"/> E-Mail | <input type="checkbox"/> Overnight Delivery | <input type="checkbox"/> Pick up |

COPIES	DESCRIPTION
--------	-------------

1	Application for Payment #8
	    BY: <u> </u>

REMARKS:

Mr. Sesin,

Attached please find the Application for Payment #8 for the Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement Bid No. HCDD1-15-009-07-22A.

Should you have any questions or comments feel free to contact me at (956) 627-6181.

Thank you,

Isabel Martinez
 Texas Cordia Construction, LLC

Received by: _____ Date: _____



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: 11/18/2016

Engineer/Firm Name: Texas Cordia Construction

Project Name/Number: HC Pct. 4-Hoehn Road Area Drainage & Road Improv.

Invoice No.: Application for payment No. 9

Invoice Date: 11/3/2016

Due Date: 11/18/2016

Purchase Order No.: N/A

Amount: \$8,820.00

Total # of Pages Submitted: 28

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Ana Cano

Forwarded to:

Nora D. Cavazos _____ Date: _____

Esther Layton _____ Date: _____

Claudette Guerrero _____ Date: _____

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: _____



Letter of Transmittal

Hidalgo County Drainage District No. 1
 Attn: Raul Sesin, P.E., CFM
 902 N. Doolittle Road
 Edinburg, TX 78539

Date: 11/18/2016

REF: Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement
Bid No. HCDD1-15-009-07-22A

TRANSMITTED:

<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> Please comment	<input type="checkbox"/> Approved as Noted
<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> As Noted Below

VIA:

<input type="checkbox"/> USPS Mail	<input type="checkbox"/> Courier	<input checked="" type="checkbox"/> Hand Delivered
<input type="checkbox"/> E-Mail	<input type="checkbox"/> Overnight Delivery	<input type="checkbox"/> Pick up

COPIES	DESCRIPTION
--------	-------------

1	Application for Payment #9

REMARKS:

Mr. Sesin,

Attached please find the Application for Payment #9 for the Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement Bid No. HCDD1-15-009-07-22A.

Should you have any questions or comments feel free to contact me at (956) 627-6181.

Thank you,

Isabel Martinez
 Texas Cordia Construction, LLC

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

NOV 18 2016

1:09 AM PM

BY: *MAI*

Received by: _____ Date: _____



APPLICATION FOR PAYMENT NO. 9

NOV 18 2016

1:09 AM PM
 BY: *[Signature]*

To: Hidalgo County Drainage District No. 1 (OWNER)
 From: Texas Cordia Construction, LLC (CONTRACTOR)
 Contract: HCDD1-15-009-07-22A
 Project: Hidalgo County Pct. 4 - Hoehn Road Area Drainage & Road Improvements
 Owner's Contract No. HCDD1-15-009-07-22A Engineer's Project No. _____
 For Work accomplished through the date of: October 28, 2016

1. Original Contract Price:	\$	1,078,315.00
2. Net change by Change Order and Written Agreements(+or-):	\$	257,088.00
3. Current Contract Price (1 plus 2):	\$	1,335,403.00
4. Total completed and stored to date:	\$	1,215,465.55
5. Retainage (per Agreement):		
10% of completed Work:	\$	120,779.06
10% of stored material	\$	767.50
Total Retainage:	\$	121,546.56
6. Total completed and stored to date less retainage (4 minus 5)	\$	1,093,919.00
7. Less previous Application for Payments:	\$	1,085,099.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	8,820.00

Accompanying Documentation:

CONTRACTOR'S Certification:

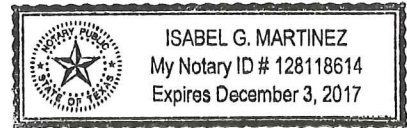
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certification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

CONTRACTOR:

BY: Texas Cordia Construction, LLC *[Signature]*

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 3rd day of November, 2016

Notary Public *[Signature]*
 My Commission expires: 12/3/17



CERTIFICATE FOR PAYMENT:

In accordance with Contract Documents, base 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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 8,820.00

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

ENGINEER:

By: *[Signature]* Project Engineer Date: 11/9/16

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:

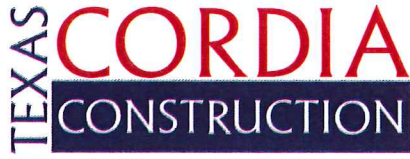
Board of Director's Meeting: _____
 Ramon Garcia, Chairman of the Board

Texas Cordia Construction, LLC
 10/12/2015
 11/26/2016
 Hidalgo County Pct. 4 - Hoehn Road Area Drainage & Road Improvements

Contractor Name
 Starting Date
 Project Ending Date
 Engineer's / County Project Description

Application No.: 9
 Application Date: 11/3/2016
 Period To: 10/28/2016
 Engineer's / County Project No.: HCCD1-15-009-07-22A

No.	Description	Unit	Original Schedule Value			Revised Schedule Value			Material		RFP 1		RFP 2		RFP 3		RFP 4		RFP 5		RFP 6		RFP 7		RFP 8		RFP 9		Total to Date		Balance to Finish													
			Rates	Quan	Dollars	Rates	Quan	Dollars	QTY to Date	Item Cost	Item Cost (Total)	MON 1 QTY to Date	Item Cost (Monthly)	MON 2 QTY to Date	Item Cost (Monthly)	MON 3 QTY to Date	Item Cost (Monthly)	MON 4 QTY to Date	Item Cost (Monthly)	MON 5 QTY to Date	Item Cost (Monthly)	MON 6 QTY to Date	Item Cost (Monthly)	MON 7 QTY to Date	Item Cost (Monthly)	MON 8 QTY to Date	Item Cost (Monthly)	MON 9 QTY to Date	Item Cost (Monthly)	QTY to Date	Item Cost (Monthly)	QTY to Date	Dollars											
BASE BID																																												
1	Preparation ROW	STA	\$ 600.00	41.00	\$ 24,600.00			\$ -			14.00	14.00	\$ 8,400.00	0.50	14.50	\$ 300.00		14.50	\$ -		17.00	31.50	\$ 10,200.00	9.50	41.00	\$ 5,700.00		41.00	\$ -		41.00	\$ -		41.00	\$ -	\$ 24,600.00		\$ -						
2	Channel Excavation	CY	\$ 6.00	724.00	\$ 4,344.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ 4,344.00		\$ -				
3	Embankment Roadway (TY D)	CY	\$ 3.00	678.00	\$ 2,034.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	339.00	339.00	\$ 1,017.00		339.00	\$ 678.00		678.00	\$ 1,017.00		678.00	\$ -		678.00	\$ -	\$ 2,034.00		\$ -				
4	Hydromulch Seeding (Pam)/Watering included	SY	\$ 1.00	9111.00	\$ 9,111.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ 9,111.00		\$ -				
5	8" Flexible Base	CY	\$ 28.00	2733.00	\$ 76,524.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	1550.00	1,550.00	\$ 43,400.00		1183.00	2,733.00	\$ 33,124.00		2,733.00	\$ -		2,733.00	\$ -	\$ 76,524.00		\$ -			
6	Rework Subgrade	SY	\$ 1.00	12297.00	\$ 12,297.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	5375.00	5,375.00	\$ 5,375.00		5860.00	11,235.00	\$ 5,860.00	1062.00	12,297.00	\$ 10,620.00		12,297.00	\$ -		12,297.00	\$ -	\$ 12,297.00		\$ -			
7	Lime Treatment (Subgrade) @ 3%	TON	\$ 210.00	208.00	\$ 43,680.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	80.00	80.00	\$ 16,800.00		100.00	180.00	\$ 21,000.00	28.00	208.00	\$ 5,880.00		208.00	\$ -		208.00	\$ -	\$ 43,680.00		\$ -			
8	Emulsified Asphalt (Prime Coat) 0.20 Gal/SY	GAL	\$ 7.00	2672.00	\$ 18,704.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		2672.00	2,672.00	\$ 18,704.00		2,672.00	\$ -		2,672.00	\$ -		2,672.00	\$ -	\$ 18,704.00		\$ -			
9	Cement Stabilized Backfill	CY	\$ 26.00	632.00	\$ 16,432.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		632.00	\$ 16,432.00		\$ -		
10	Cut & Restore Asphalt Pavement	SY	\$ 75.00	73.00	\$ 5,475.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		73.00	\$ 5,475.00		\$ -		
11	Trench Excavation Protection	LF	\$ 2.00	4468.00	\$ 8,936.00			\$ -			0.00	0.00	\$ -	1,264.00	1,264.00	\$ 2,528.00		1,264.00	\$ -		2,063.00	3,327.00	\$ 4,128.00		1141.00	4,468.00	\$ 2,282.00		4,468.00	\$ -		4,468.00	\$ -		4,468.00	\$ -		4,468.00	\$ -	\$ 8,936.00		\$ -		
12	Mobilization	LS	\$ 8,000.00	1.00	\$ 8,000.00			\$ -			1.00	1.00	\$ 8,000.00		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -	\$ 8,000.00		\$ -	
13	Barriercades, Signs & Traffic Handling	MO	\$ 750.00	10.00	\$ 7,500.00			\$ -			1.00	1.00	\$ 750.00	1.00	2.00	\$ 750.00		1.00	\$ 750.00		1.00	\$ 750.00		1.00	\$ 750.00		1.00	\$ 750.00		1.00	\$ 750.00		1.00	\$ 750.00		1.00	\$ 750.00		1.00	\$ 750.00		\$ 750.00		
14	Construction Exits (Ty 2)/Install/Remove	EA	\$ 2,000.00	2.00	\$ 4,000.00			\$ -			1.00	1.00	\$ 2,000.00		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		2.00	\$ 4,000.00		\$ -		
15	Temp Sed. Control Fence (Install and remove)	LF	\$ 3.00	1240.00	\$ 3,720.00			\$ -			300.00	300.00	\$ 900.00	500.00	800.00	\$ 1,500.00		800.00	\$ -		800.00	\$ -		440.00	1,240.00	\$ 1,320.00		1,240.00	\$ -		1,240.00	\$ -		1,240.00	\$ -		1,240.00	\$ -		1,240.00	\$ -	\$ 3,720.00		\$ -
16	Small Road Sign Salvaged (Remove and Relocate)	EA	\$ 250.00	10.00	\$ 2,500.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	5.00	5.00	\$ 1,250.00		5.00	\$ 5.00		5.00	\$ -		5.00	\$ -		5.00	\$ -		10.00	\$ 2,500.00		\$ -		
17	Reflectored Pavement Marking (Ty 2) (Yellow)	LF	\$ 1.00	4727.00	\$ 4,727.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		4727.00	\$ 4,727.00		\$ -		
18	Bio - Erosion Control Logs (12" Diam) Install & Remove	LF	\$ 4.00	200.00	\$ 800.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		200.00	\$ 800.00		\$ -		
19	Concrete Rip-Rap	CY	\$ 225.00	33.00	\$ 7,425.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		33.00	\$ 7,425.00		\$ -		
20	Inlets Type "C"	EA	\$ 2,600.00	9.00	\$ 23,400.00			\$ -	5.00	\$ 1,065.00	\$ 5,325.00		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		9.00	\$ 23,400.00		\$ -	
21	Inlets Type "CC"	EA	\$ 4,100.00	10.00	\$ 41,000.00			\$ -	1.00	\$ 2,350.00	\$ 2,350.00		0.00	\$ -	3.00	\$ 12,300.00		3.00	\$ -		3.00	\$ -		3.00	\$ -		3.00	\$ -		3.00	\$ -		3.00	\$ -		3.00	\$ -		10.00	\$ 41,000.00		\$ -		
22	Manhole Ty A 17 ft Diam.	EA	\$ 3,700.00	1.00	\$ 3,700.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	1.00	1.00	\$ 3,700.00		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -	\$ 3,700.00		\$ -	
23	Manhole Ty M (Junction Box with Access)	EA	\$ 5,800.00	1.00	\$ 5,800.00			\$ -			0.00	0.00	\$ -	1.00	1.00	\$ 5,800.00		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -	\$ 5,800.00		\$ -	
24	60" Reinforced Concrete Headwall	EA	\$ 5,000.00	2.00	\$ 10,000.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		2.00	\$ 10,000.00		\$ -		
25	Concrete Safety End Treatment (SET)(18")	EA	\$ 830.00	128.00	\$ 106,240.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		128.00	\$ 106,240.00		\$ -		
26	Concrete Safety End Treatment (SET)(24")	EA	\$ 1,150.00	3.00	\$ 3,450.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		3.00	\$ 3,450.00		\$ -		
27	Jacking, Boring or Tunneling Pipe (W/78" Steel Casing)	LF	\$ 1,900.00	40.00	\$ 76,000.00			\$ -			0.00	0.00	\$ -	40.00	40.00	\$ 76,000.00		40.00	\$ -		40.00	\$ -		40.00	\$ -		40.00	\$ -		40.00	\$ -		40.00	\$ -		40.00	\$ -		40.00	\$ -	\$ 76,000.00		\$ -	
28	60" X 60" Slide Gate (Installation)	EA	\$ 17,000.00	1.00	\$ 17,000.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		1.00	\$ 17,000.00		\$ -		
29	Mail Assemblies (Remove Temp, Relocate)	EA	\$ 111.00	51.00	\$ 5,661.00			\$ -			0.00	0.00	\$ -	20.00	20.00	\$ 2,220.00		20.00	\$ -		20.00	\$ -		20.00	\$ -		20.00	\$ -		20.00	\$ -		20.00	\$ -		20.00	\$ -		51.00	\$ 5,661.00		\$ -		
BASE BID TOTAL					\$ 553,060.00			\$ -				\$ 7,675.00		\$ 22,270.00		\$ 99,178.00		\$ 750.00		\$ 750.00		\$ 15,076.00		\$ 38,194.00		\$ 72,027.00		\$ 62,961.00		\$ 9,800.00		\$ 321,006.00		\$ -		\$ 224,379.00		\$ -						
ALTERNATE # 2																																												
36	18" HP Storm Pipe	LF	\$ 27.00	2568.00	\$ 69,336.00			\$ -			0.00	0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -		2,568.00	\$ 69,336.00		\$ -		
37	24" HP Storm Pipe	LF	\$ 42.00	335.00	\$ 14,070.00																																							



3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

October 28, 2016

Dos Logistic, Inc.
Attn: Hector Cantu
1002 E. Expressway 83
Weslaco, Texas 78596

RE: Precinct No. 4 – Hoehn Road Area Drainage & Road Improvements
HCDD1-15-009-07-22A

Dear Mr. Cantu:

The following is a list of suppliers and/or subcontractors used in the above mentioned project as per the County's request:

- Rio Valley Pipe, LLC (Supplier)
- No Subcontractor (Subcontractor)

If you have any questions, please contact me at (956) 627-6181.

Thank you,

A handwritten signature in blue ink, appearing to read "Yara M. Corbitt". The signature is stylized and includes a small symbol at the end.

Yara M. Corbitt, P.E.
President
Texas Cordia Construction



Contract Time Statement

Pay Request

9

Contractor:

Texas Cordia Construction, LLC

Project No.

HCDD1-15-009-07-

City:

Edinburg, Texas

Date:

10/28/16

Time Computed From:

Date Work Completed: _____

Month	Date or Days	Working Days	Days Credited	Description
OCT	12	0		NTP ISSUED 10/12/15. FIRST WORK DAY 10 DAYS LATER. FIRST DAY OF 180 CALENDAR DAYS 10/22/15
Aug	25	1		Worked on Project
Aug	26	1		Worked on Project
Aug	27	1		No Work Done (Weekend)
Aug	28	1		No Work Done (Weekend)
Aug	29	1		Worked on Project
Aug	30	1		Worked on Project
Aug	31	0	1	Rain Day / Too Wet to Work
Sept	01	1		Worked on Project
Sept	02	1		Worked on Project
Sept	03	0	1	Rain Day / Too Wet to Work
Sept	04	0	1	Rain Day / Too Wet to Work
Sept	05	0	1	Rain Day / Too Wet to Work
Sept	06	1		Worked on Project
Sept	07	1		Worked on Project
Sept	08	1		Worked on Project
Sept	09	1		Worked on Project
Sept	10	1		No Work Done (Weekend)
Sept	11	1		No Work Done (Weekend)
Sept	12	1		Worked on Project
Sept	13	1		Worked on Project
Sept	14	1		Worked on Project
Sept	15	1		Worked on Project
Sept	16	1		Worked on Project
Sept	17	1		No Work Done (Weekend)
Sept	18	1		No Work Done (Weekend)
Sept	19	1		Worked on Project
Sept	20	1		Worked on Project
Sept	21	1		Worked on Project
Sept	22	1		Worked on Project
Sept	23	1		Worked on Project
Totals				

No. of Contract Calendar Days: 180 No. of Calendar Days Charged To Date: 26

Assessed Liquidated Damages: No. Days 0 Per Day \$ \$500.00 Total \$ \$0.00

Certified As Correct (One Copy Has Been Given To The Contractor) _____
Project Engineer

Instructions: Project Identification should cover contract. Time credited and reasons therefore must conform to provisions of contract. No Holiday credit allowed for days preceding or following legal holidays. Time Suspended and resumed must be supported by copy each of letters to contractor dated on or before effective dates. Time extension must be indicated and referenced to related provision of contract.



Contract Time Statement

Pay Request 9 Contractor: Texas Cordia Construction, LLC
 Project No. HCDD1-15-009-07- City: Edinburg, Texas Date: 10/28/16
 Time Computed From: _____ Date Work Completed: _____

Month	Date or Days	Working Days	Days Credited	Description
OCT	12	0		NTP ISSUED 10/12/16. FIRST WORK DAY 10 DAYS LATER. FIRST DAY OF 180 CALENDAR DAYS 10/22/16
SEPT	24	1		No Work Done (Weekend)
SEPT	25	1		No Work Done (Weekend)
SEPT	26	1		Worked on Project
SEPT	27	1		Worked on Project
SEPT	28	1		Worked on Project
SEPT	29	1		Worked on Project
SEPT	30	1		Worked on Project
OCT	01	1		No Work Done (Weekend)
OCT	02	1		No Work Done (Weekend)
OCT	03	1		Worked on Project
OCT	04	1		Worked on Project
OCT	05	1		Worked on Project
OCT	06	1		Worked on Project
OCT	07	1		Worked on Project
OCT	08	1		No Work Done (Weekend)
OCT	09	1		No Work Done (Weekend)
OCT	10	1		Worked on Project
OCT	11	1		Worked on Project
OCT	12	1		Worked on Project
OCT	13	1		Worked on Project
OCT	14	1		Worked on Project
OCT	15	1		No Work Done (Weekend)
OCT	16	1		No Work Done (Weekend)
OCT	17	1		Worked on Project
OCT	18	1		Worked on Project
OCT	19	1		Worked on Project
OCT	20	1		Worked on Project
OCT	21	0	1	Rain Day / Too Wet to Work
OCT	22	1		No Work Done (Weekend)
Totals				

No. of Contract Calendar Days: 180 No. of Calendar Days Charged To Date: 28
 Assessed Liquidated Damages: No. Days 0 Per Day \$ \$500.00 Total \$ \$0.00
 Certified As Correct (One Copy Has Been Given To The Contractor) _____
Project Engineer

Instructions: Project Identification should cover contract. Time credited and reasons therefore must conform to provisions of contract. No Holiday credit allowed for days preceding or following legal holidays. Time Suspended and resumed must be supported by copy each of letters to contractor dated on or before effective dates. Time extension must be indicated and referenced to related provision of contract.

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 45
For Week Ending 8/20/2016

Hours Worked by Day

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid		Job	Fringe	Total							
				Sun 14	Mon 15	Tue 16	Wed 17	Thu 18	Fri 19	Sat 20		Hours	Rate			Gross Pay	Rate	Gross Pay	Security	Medi-care	Federal Tax	State Tax	Other
Felix Hernandez	0012	Common Laborer	RT OT		2.00						2.00	2.00	10.25	20.50	0.00	633.01	39.24	9.18	23.00	0.00	0.00	71.42	561.59
Miguel A Martinez	4206	Loader / Backhoe	RT OT				9.50	9.00			18.50	18.50	15.00	277.50	0.00	791.25	49.06	11.48	24.00	0.00	0.00	84.54	706.71
Nahun Garcia	9035	Motor Grader Operator, Rough	RT OT		10.00						10.00	10.00	15.00	150.00	0.00	915.00	56.73	13.26	48.00	0.00	0.00	152.49	762.51
Santos Leos	0136	Sweeper Operator	RT OT		10.00						10.00	10.00	11.15	111.50	0.00	688.59	42.69	9.98	29.00	0.00	0.00	81.67	606.92

Date: Aug-26, 2016

I, Nancy Cavazos, Business Operations, do hereby state:

(1) That I pay or supervise the payment of the persons employed by TEXAS CORDIA CONSTRUCTION, LLC on the project 1039 - Hoehn Road:1039 - Hoehn Road; that during the payroll period commencing on Aug-14, 2016 and ending on Aug-20, 2016 all persons employed on the 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 TEXAS CORDIA CONSTRUCTION, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR 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. 276c), 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 and 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, of 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 Nancy Cavazos, Business Operations	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.	

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 46
For Week Ending 8/27/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Total	
				Sun 21	Mon 22	Tue 23	Wed 24	Thu 25	Fri 26	Sat 27											Other	Deduct
Alberto Ramos	4512	Motor Grader Operator	RT OT		10.00	11.00	10.00	9.00			40.00 19.00	16.00 24.00	1,096.00	0.00	1,096.00	67.95	15.90	122.00	0.00	0.00	205.85	890.15
Chain Rodriguez	4423	Pipelayer	RT OT					10.00	2.00		12.00 17.00	12.00 18.00	450.00	0.00	786.00	48.73	11.39	23.00	0.00	0.00	83.12	702.88
Jesus J Salas	7935	Common Laborer	RT OT					10.00	2.00		12.00 17.00	11.00 16.50	412.50	0.00	720.50	44.68	10.45	42.00	0.00	0.00	97.13	623.37
Juan Jimenez	9947	Scrper Operator	RT OT					8.50	1.50	4.00	8.50 5.50	13.25 19.88	221.97	0.00	907.73	56.28	13.16	51.00	0.00	0.00	120.44	787.29
Miguel Contreras	6703	Common Laborer	RT OT		3.00		10.00	10.00	10.00	7.00	40.00 1.00	11.75 17.63	487.63	0.00	487.63	30.23	7.07	34.00	0.00	0.00	71.30	416.33

Date: Aug-31, 2016

I, Nancy Cavazos, Business Operations, do hereby state:

(1) That I pay or supervise the payment of the persons employed by TEXAS CORDIA CONSTRUCTION, LLC on the project 1039 - Hoehn Road:1039 - Hoehn Road; that during the payroll period commencing on Aug-21, 2016 and ending on Aug-27, 2016 all persons employed on the 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 TEXAS CORDIA CONSTRUCTION, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR 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. 276c), 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 and 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, of 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 Nancy Cavazos, Business Operations	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.

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 47
For Week Ending 9/3/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Total		
				Sun 28	Mon 29	Tue 30	Wed 31	Thu 1	Fri 2	Sat 3												Other	Deduct	Net Pay
Alberto Ramos	4512	Motor Grader Operator	RT OT	10.00	9.00	9.00	12.00			40.00	40.00	16.00	832.00	0.00	DD001514	832.00	51.58	12.06	82.00	0.00	0.00	145.64	686.36	
Chain Rodriguez	4423	Pipelayer	RT OT	10.00						10.00	10.00	12.00	120.00	0.00	DD001519	588.00	36.45	8.53	3.00	0.00	0.00	47.98	540.02	
Jesus J Salas	7935	Common Laborer	RT OT	10.00						10.00	10.00	11.00	110.00	0.00	DD001534	539.00	33.41	7.81	22.00	0.00	0.00	63.22	475.78	
Oliverio Rios	0659	Common Laborer	RT OT	10.00						10.00	10.00	12.00	120.00	0.00	DD001560	579.00	35.89	8.40	26.00	0.00	0.00	70.29	508.71	

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 48
For Week Ending 9/10/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other Deduct	Total Net Pay	
				Sun	Mon	Tue	Wed	Thu	Fri	Sat													
Alberto Ramos	4512	Motor Grader Operator	RT OT			12.00	10.00				22.00	22.00	16.00	352.00	0.00	808.00	50.10	11.72	79.00	0.00	0.00	140.82	667.18
Miguel Arenas	9121	Scraper Operator	RT OT				10.00	9.00			19.00	19.00	11.85	225.15	0.00	450.30	27.92	6.53	0.00	0.00	100.00	134.45	315.85

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 49
For Week Ending 9/17/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				Sun	Mon	Tue	Wed	Thu	Fri	Sat													
Chain Rodriguez	4423	Pipelayer	RT OT		9.00						9.00	9.00	12.00	108.00	0.00	579.00	35.90	8.39	3.00	0.00	0.00	47.29	531.71
Felix Hernandez	0012	Common Laborer	RT OT			1.00					1.00	1.00	10.25	10.25	0.00	579.18	35.91	8.40	18.00	0.00	0.00	62.31	516.87
Guadalupe Garcia	8787	Scraper Operator	RT OT		9.00						9.00	9.00	11.50	103.50	0.00	554.88	34.40	8.04	8.00	0.00	0.00	50.44	504.44
Juan M. Soliz	3104	Common Laborer	RT OT		9.00						9.00	9.00	12.00	108.00	0.00	579.00	35.90	8.39	0.00	0.00	0.00	44.29	534.71
Oliverio Rios	0659	Common Laborer	RT OT		9.00						9.00	9.00	12.00	108.00	0.00	579.00	35.90	8.39	26.00	0.00	0.00	70.29	508.71

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102
Tax ID 45-2590990

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 50
For Week Ending 9/24/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid		Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				18	19	20	21	22	23	24		Hours	Rate										
Adrian Gomez	0613	Common Laborer	RT OT					9.00			9.00	12.00	108.00	0.00	570.00	35.34	8.26	2.00	0.00	100.00	145.60	424.40	
Oliverio Rios	0659	Common Laborer	RT OT			8.00	8.00			16.00	16.00	12.00	192.00	0.00	570.00	35.34	8.27	25.00	0.00	0.00	68.61	501.39	

Certified Payroll Report

Contractor	TEXAS CORDIA CONSTRUCTION, LLC 3149-A CENTER POINTE DRIVE EDINBURG, TX 78539-7102	Project	Pct. 4 - Hoehn Road Area Drainage & Road Improvements Edinburg, Texas	Project/Contract #	HCDD1-15-009-07-22A
Tax ID	45-2590990			Payroll Number	52
				For Week Ending	10/8/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other Deduct	Total Net Pay
				Sun	Mon	Tue	Wed	Thu	Fri	Sat												
NO WORK PERFORMED																						

Date: Oct-26, 2016

I, Nancy Cavazos, Business Operations, do hereby state:

(1) That I pay or supervise the payment of the persons employed by TEXAS CORDIA CONSTRUCTION, LLC on the project 1039 - Hoehn Road; that during the payroll period commencing on Oct-02, 2016 and ending on Oct-08, 2016 all persons employed on the 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 TEXAS CORDIA CONSTRUCTION, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR 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. 276c), 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 and 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, of 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

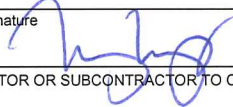
in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(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: NO WORK PERFORMED	

Name and Title Nancy Cavazos, Business Operations	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.	

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102
Tax ID 45-2590990

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 53
For Week Ending 10/15/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				9	10	11	12	13	14	15													
Carlos A. Cavazos	0976	Excavator, 50,000 or less	RT OT							4.00 4.00	4.00 4.00	4.00 4.00	14.00 21.00	140.00	0.00	1,011.50	62.72	14.67	74.00	0.00	0.00	151.39	860.11
Eliazar Lopez	9338	Common Laborer	RT OT							4.00 4.00	4.00 4.00	4.00 4.00	11.00 16.50	110.00	0.00	794.75	49.27	11.52	107.00	0.00	0.00	167.79	626.96
Mario Vigil	8091	Sweeper Operator	RT OT							4.00 4.00	4.00 4.00	4.00 4.00	11.00 16.50	110.00	0.00	794.75	49.28	11.52	32.00	0.00	50.00	142.80	651.95

Certified Payroll Report

Contractor TEXAS CORDIA CONSTRUCTION, LLC
 3149-A CENTER POINTE DRIVE
 EDINBURG, TX 78539-7102
Tax ID 45-2590990

Project Pct. 4 - Hoehn Road Area Drainage &
 Road Improvements
 Edinburg, Texas

Project/Contract # HCDD1-15-009-07-22A
Payroll Number 54
For Week Ending 10/22/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other Deduct	Total Net Pay
				16	17	18	19	20	21	22												
NO WORK PERFORMED																						

Date: Oct-26, 2016

I, Nancy Cavazos, Business Operations, do hereby state:

(1) That I pay or supervise the payment of the persons employed by TEXAS CORDIA CONSTRUCTION, LLC on the project 1039 - Hoehn Road; that during the payroll period commencing on Oct-16, 2016 and ending on Oct-22, 2016 all persons employed on the 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 TEXAS CORDIA CONSTRUCTION, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR 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. 276c), 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 and 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, of 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.

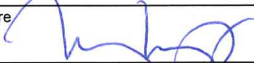
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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: NO WORK PERFORMED

Name and Title Nancy Cavazos, Business Operations	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.



Letter of Transmittal

Dos Logistics, Inc.
 Attn: Eduardo Mendez
 1002 E. Expressway 83
 Weslaco, TX 78596

Date: 10/28/2016

REF: Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement

Bid No. HCDD1-15-009-07-22A

TRANSMITTED:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Please comment | <input type="checkbox"/> Approved as Noted |
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Reply ASAP | <input type="checkbox"/> As Noted Below |

VIA:

- | | | |
|------------------------------------|---|--|
| <input type="checkbox"/> USPS Mail | <input type="checkbox"/> Courier | <input checked="" type="checkbox"/> Hand Delivered |
| <input type="checkbox"/> E-Mail | <input type="checkbox"/> Overnight Delivery | <input type="checkbox"/> Pick up |

COPIES	DESCRIPTION
--------	-------------

1	Application for Payment #9

REMARKS:

Mr. Cantu,

Attached please find the Application for Payment #9 for the Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement Project.

Should you have any questions or comments feel free to contact me at (956) 627-6181.

Thank you,

Isabel Martinez
 Texas Cordia Construction, LLC

Received by: _____ Date: _____



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: 12/19/2016

Engineer/Firm Name: Texas Cordia Construction

Project Name/Number: Pct. 4 Hoehn Rd Area Drainage and Road Improvement

Invoice No.: Pay Application No. 10

Invoice Date: 12/13/2016

Due Date: 1/18/2017

Purchase Order No.: N/A

Amount: \$31,067.10

Total # of Pages Submitted: 11

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: _____

DEC 19 2016

3:54 AM / PM
BY: MJV



APPLICATION FOR PAYMENT NO. 10

To: Hidalgo County Drainage District No. 1 (OWNER)
From: Texas Cordia Construction, LLC (CONTRACTOR)
Contract: HCDD1-15-009-07-22A
Project: Hidalgo County Pct. 4 - Hoehn Road Area Drainage & Road Improvements
Owner's Contract No. HCDD1-15-009-07-22A Engineer's Project No. _____
For Work accomplished through the date of: October 28, 2016

1. Original Contract Price:	\$	1,078,315.00
2. Net change by Change Order and Written Agreements(+or-):	\$	257,088.00
3. Current Contract Price (1 plus 2):	\$	1,335,403.00
4. Total completed and stored to date:	\$	1,249,984.55
5. Retainage (per Agreement):		
10% of completed Work:	\$	124,230.96
10% of stored material:	\$	767.50
Total Retainage:	\$	124,998.46
6. Total completed and stored to date less retainage (4 minus 5)	\$	1,124,986.10
7. Less previous Application for Payments:	\$	1,093,919.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	31,067.10

Accompanying Documentation:

CONTRACTOR'S Certification:

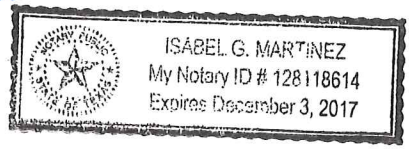
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certification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

CONTRACTOR:

BY: Texas Cordia Construction, LLC [Signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 28th day of November, 2016

Notary Public [Signature]
My Commission expires: 12/3/17



CERTIFICATE FOR PAYMENT:

In accordance with Contract Documents, base 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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

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

ENGINEER:

By: [Signature]
Project Engineer

Date: 12/13/16

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



3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

November 28, 2016

Dos Logistic, Inc.
Attn: Hector Cantu
1002 E. Expressway 83
Weslaco, Texas 78596

RE: Precinct No. 4 – Hoehn Road Area Drainage & Road Improvements
HCDD1-15-009-07-22A

Dear Mr. Cantu:

The following is a list of suppliers and/or subcontractors used in the above mentioned project as per the County's request:

- Rio Valley Pipe, LLC (Supplier)
- No Subcontractor (Subcontractor)

If you have any questions, please contact me at (956) 627-6181.

Thank you,

A handwritten signature in blue ink, appearing to read "Yara M. Corbitt".

Yara M. Corbitt, P.E.
President
Texas Cordia Construction



Contract Time Statement

Pay Request 10 Contractor: Texas Cordia Construction, LLC
 Project No. HCDD1-15-009-07- City: Edinburg, Texas Date: 11/28/16
 Time Computed From: _____ Date Work Completed: _____

Month	Date or Days	Working Days	Days Credited	Description
OCT	12	0		NTP ISSUED 10/12/15. FIRST WORK DAY 10 DAYS LATER. FIRST DAY OF 180 CALENDAR DAYS 10/22/15
OCT	23	1		No Work Done (Weekend)
OCT	24	1		Worked on Project
OCT	25	1		Worked on Project
OCT	26	1		Worked on Project
OCT	27	1		Worked on Project
OCT	28	1		Worked on Project
OCT	29	1		No Work Done (Weekend)
OCT	30	1		No Work Done (Weekend)
OCT	31	1		Worked on Project
NOV	01	1		Worked on Project
NOV	02	1		Worked on Project
NOV	03	1		Worked on Project
NOV	04	1		Worked on Project
NOV	05	1		No Work Done (Weekend)
NOV	06	1		No Work Done (Weekend)
NOV	07	1		Worked on Project
NOV	08	0	1	Rain Day / Too Wet to Work
NOV	09	0	1	Rain Day / Too Wet to Work
NOV	10	1		Worked on Project
NOV	11	1		Worked on Project
NOV	12	1		No Work Done (Weekend)
NOV	13	0	1	Rain Day / Too Wet to Work
NOV	14	1		Worked on Project
NOV	15	1		Worked on Project
NOV	16	1		Worked on Project
NOV	17	1		Worked on Project
NOV	18	1		Worked on Project
NOV	19	1		No Work Done (Weekend)
NOV	20	1		No Work Done (Weekend)
Totals				

No. of Contract Calendar Days: 180 No. of Calendar Days Charged To Date: 26
 Assessed Liquidated Damages: No. Days 0 Per Day \$ \$500.00 Total \$ \$0.00
 Certified As Correct (One Copy Has Been Given To The Contractor) _____
 Project Engineer

Instructions: Project Identification should cover contract. Time credited and reasons therefore must conform to provisions of contract. No Holiday credit allowed for days preceding or following legal holidays. Time Suspended and resumed must be supported by copy each of letters to contractor dated on or before effective dates. Time extension must be indicated and referenced to related provision of contract.



Contract Time Statement

Pay Request 10 Contractor: Texas Cordia Construction, LLC
Project No. HCDD1-15-009-07- City: Edinburg, Texas Date: 11/28/16
Time Computed From: Date Work Completed:

Table with 4 columns: Month, Date or Days, Working Days, Days Credited, and Description. Rows include dates from OCT 12 to NOV 28 with descriptions like 'Worked on Project' and 'No Work Done (Weekend)'. A 'Totals' row is at the bottom.

No. of Contract Calendar Days: 180 No. of Calendar Days Charged To Date: 8
Assessed Liquidated Damages: No. Days 0 Per Day \$ 500.00 Total \$ 0.00
Certified As Correct (One Copy Has Been Given To The Contractor) Project Engineer

Instructions: Project Identification should cover contract. Time credited and reasons therefore must conform to provisions of contract. No Holiday credit allowed for days preceding or following legal holidays. Time Suspended and resumed must be supported by copy each of letters to contractor dated on or before effective dates. Time extension must be indicated and referenced to related provision of contract.

Certified Payroll Report

Contractor	TEXAS CORDIA CONSTRUCTION, LLC 3149-A CENTER POINTE DRIVE EDINBURG, TX 78539-7102	Project	Pct. 4 - Hoehn Road Area Drainage & Road Improvements Edinburg, Texas	Project/Contract #	HCDD1-15-009-07-22A
Tax ID	45-2590990			Payroll Number	55
				For Week Ending	10/29/2016

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				Sun 23	Mon 24	Tue 25	Wed 26	Thu 27	Fri 28	Sat 29													
NO WORK PERFORMED																							



Letter of Transmittal

Hidalgo County Drainage District No. 1
 Attn: Raul Sestin, P.E., CFM
 902 N. Doolittle Road
 Edinburg, TX 78539

Date: 12/14/16

REF: Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement
Bid No. HCDD1-15-009-07-22A

TRANSMITTED:

<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> Please comment	<input type="checkbox"/> Approved as Noted
<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> As Noted Below

VIA:

<input type="checkbox"/> USPS Mail	<input type="checkbox"/> Courier	<input checked="" type="checkbox"/> Hand Delivered
<input type="checkbox"/> E-Mail	<input type="checkbox"/> Overnight Delivery	<input type="checkbox"/> Pick up

COPIES	DESCRIPTION
--------	-------------

1	Application for Payment #10

REMARKS:

Mr. Sestin,

Attached please find the Application for Payment #10 for the Hidalgo County Pct. 4 – Hoehn Road Area Drainage and Road Improvement Bid No. HCDD1-15-009-07-22A.

Should you have any questions or comments feel free to contact me at (956) 627-6181.

Thank you,

Isabel Martinez
 Texas Cordia Construction, LLC

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

DEC 19 2016

3:54 AM/PM

BY: Raul Sestin

Received by: _____ Date: _____

AI -58186

10.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., legal notice, specifications, draft contract etc.) as attached hereto for: Hidalgo County Drainage District No. 1 - "Lease of Land for the Purpose of Farming"- RFB No.HCDD1-17-006-02-15, including the re-advertisement of project in the event bids are rejected or no bids are received & project is still required.

BACKGROUND

Proposed Procurement Schedule:

Advertisement dates: 01/28/17 & 02/04/17

Bid Openings: February 15, 2017 at 9:30 AM

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Moises Salazar		Started On: 01/20/2017 04:10 PM
Final Approval Date: 01/20/2017		

AI -58178

11.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

CLAIM

Request approval to issue payment as claim for Invoice No. 9607 in the amount of \$11,405.00 for engineering services performed by Quintanilla Headley & Associates pertaining to South Main Drain & SH 107-Sunflower Road Drain Project.

BACKGROUND

Fiscal Impact

Attachments

Quintanilla Inv#9607

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Claudette Guerrero		Started On: 01/20/2017 03:24 PM
Final Approval Date: 01/20/2017		



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: 1/10/2017

Engineer/Firm Name: Quintanilla, Headley & Associates, Inc.

Project Name/Number: South Main Drain & SH 107 Sunflower Rd. Proposal No. 1

Invoice No.: 9607

Invoice Date: 1/10/2017

Due Date: 2/9/2017

Purchase Order No.: N/A

Amount: \$11,405.00

Total # of Pages Submitted: 12

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: Professional Services Agreement HCDD1-16-056A-11-16



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Alfonso Quintanilla, P.E. #95534 R.P.L.S. # 4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

DATE	INVOICE No.
1/10/2017	9607

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 10 2017

10:53 AM PM

BY: *mtf*

BILL TO

Hidalgo County Drainage Dist. No.1
Attn: Noe Saldivar, P.E.
902 N. Doolittle Road
Edinburg, Texas 78539

DESCRIPTION OF SERVICES	AMOUNT
PROJECT: SOUTH MAIN DRAIN & SH 107 SUNFLOWER ROAD DRAIN PROFESSIONAL SERVICES AGREEMENT HCDD1-16-056A-11-16 PROPOSAL No. 1	11,405.00
SURVEYING SERVICES: 1) ESTABLISH SOUTH RIGHT OF WAY LINE OF SOUTH MAIN DRAIN ON BLOCK 186, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "B" 2) TOPOGRAPHIC SURVEY AND TITLE REPORTS (3) ALONG DONNA IRRIGATION DISTRICT CANAL RIGHT OF WAY BETWEEN BLOCKS 189-190 AND 199-200, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "B"	
PAYMENT REQUEST No. 1 BREAKDOWN OF FEES: RPLS 11 HRS @ \$160.=\$1,760.00 3 MAN SURVEY CREW 28 HRS @ \$150.00=\$4,200.00 COMPUTER TECHNICIAN 37 HRS @ \$85.00=\$3,145.00 ADMINISTRATIVE 5 HRS @ \$60.00=\$300.00 RESEARCH 10 HRS @ \$50.00=\$500.00 TITLE REPORTS 3 HRS @ \$500.00=\$1,500.00 AMOUNT DUE \$11,405.00	0.00
\$11,405.00	



We appreciate your business!



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 10 2017

10:53 AM / PM

BY: MAP

Letter of Transmittal

To: Hidalgo County Drainage Dist. No. 1

902 N. Doolittle Road

Edinburg, Texas 78539

Date: January 10, 2017

Attention: Mr. Noe Saldivar, P.E.

Re: South Main Drain & SH 107 Sunflower Rd.

Proposal No. 1

Contract No. C-HCDD1-16-056A-11-16

Description:

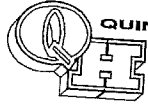
- 1 Set of 24X36 Plans
- 1 Set of Title Reports (3) Title Memorandums for:
 - Ausencio Carrizales and Soila Carrizales
 - Skalitsky Farms
 - Amado Moreno and Margarita Moreno
- 1 Digital File PDF and CADD File
- Invoice #9607 for \$11,405.00

Remarks: Mr. Saldivar: Please review and let me know the width of proposed parcels to be acquired. Thank you.

Sent By: Norma for Alfonso Quintanilla, P.E. Delivered By: _____

Received By: _____ Time: _____

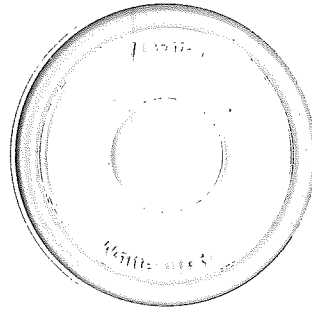
Printed Name



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors
124 E. Stubbs, Edinburg, Texas 78539

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.



Engineering Firm
Registration No. F-1513
Surveying Firm
Registration No. 100411-00

HCDD No.1
CONTRACT No.HCDD1-16-056A-11-16
SOUTH MAIN DRAIN & SH 107 SUNFLOWER ROAD
DRAIN
1/10/2017

AI -58176

12.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Action for Hidalgo County Drainage District No.1 to exercise the issuance of written Notice of Termination to Texas Cordia Construction, LLC as provided in the Agreement, more specifically under the General Conditions 15.03 A and thus agree that only services/materials provided and expenses incurred prior the date of termination will be due and payable.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Moises Salazar		Started On: 01/20/2017 03:07 PM
Final Approval Date: 01/20/2017		

AI -58158

13.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Inter Local Agreement by and between Hidalgo County Drainage District No.1 and City of Edinburg, Texas as it relates to Jackson Drain Ditch Improvements.

BACKGROUND

Fiscal Impact

Attachments

COE ILA

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Jaime Salazar		Started On: 01/20/2017 11:06 AM
Final Approval Date: 01/20/2017		

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
CITY OF EDINBURG, TEXAS**

THIS Agreement is made on this the ____ day of , ____ 2017, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO.1** (hereinafter referred to as "District") and **CITY OF EDINBURG, TEXAS** (hereinafter referred to as "City"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home municipality located in Hidalgo County, Texas; and

WHEREAS, District currently owns a drainage ditch known as the Jackson Drain Ditch, which is located within the City east of South Jackson Road between Jackson Road and Pin Oak Road (hereinafter referred to as the "Ditch") as marked in the aerial photo attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Ditch is only currently serving the residents within the City of Edinburg subdivisions with drainage; and

WHEREAS, District desires to fully construct improvements to the Ditch, including but not limited to surveys, engineering, and construction, and to transfer the ditch to the City in the future; and

WHEREAS, District is requesting City's assistance for the funding of materials only in the amount of Twenty One Thousand Seven Hundred Fifty Eight Dollars and Forty Eight Cents (\$21,758.48) to place a large section underground to allow maintenance on the north side of the Ditch and along the fences of the properties and is also requesting that City maintain such ditch thereafter; and

WHEREAS, City desires to assist District by providing such funding and maintenance and acquire the Ditch and its right of way in the future; and

WHEREAS, both parties have determined that the improvements will benefit the residents of City and District.

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

1. The District agrees to construct all aspects of ditch improvements, including but not limited to surveys, engineering and construction of the ditch in

accordance with the plans attached hereto as Exhibit "B" and made a part hereof (hereinafter referred to as "Ditch Improvements").

2. City agrees to contribute a fixed lump sum not to exceed the amount of Twenty One Thousand Seven Hundred Fifty Eight Dollars and Forty Eight Cents (\$21,758.48), as set out in the attached estimate attached hereto as Exhibit "C", to District once the project is completed for the materials for Ditch Improvements upon receipt of invoice from District.
3. Upon completion of Ditch Improvements, City shall retain the ditch and maintain Ditch Improvements at City's sole cost and expense, including but not limited the District's right of way on both sides of the Ditch.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
5. **Term.** The term of this Agreement shall commence upon the date of the last party to execute this Agreement and shall continue until such time as this Agreement is terminated by either party. Either party may terminate this Agreement at any time and with or without cause after thirty (30) days written notice.
6. **Indemnification.** City shall protect, defend and hold District and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the negligent acts or omission of the City under this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.
7. **Indemnification.** District shall protect, defend and hold City and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the negligent acts or omission of the District under this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

8. **City, pursuant to Tex. Trans.** Code 251.012, authorizes District to perform the work and services described herein within its corporate city limits.
9. **Conflict with 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 their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
10. **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.
11. **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 the City and District and not otherwise.
12. **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.
13. **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 City: City of Edinburg
Richard H. Garcia, Mayor
415 W. University Drive
Edinburg, TX. 78541

If to District: Hidalgo County Drainage District No.1
Attention: Ramon Garcia, Chair, Board of Directors
902 Doolittle Road
Edinburg, TX 78539

14. **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.
15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective elected officials, officers, employees, legal representatives, successors, and assigns where permitted by this Agreement.
16. **Assignment.** This Agreement shall not be assignable.
17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
18. **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.
19. **Authority to Execute.** The execution and performance of this Agreement by the City and the District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and District in accordance with its term.
20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
21. **Immunities:** Nothing in this Agreement is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

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

**HIDALGO COUNTY DRAINAGE
DISTRICT NO.1**

Ramon Garcia, Chair Board of Directors

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG, TEXAS

Richard Hinojosa, City Manager

ATTEST:

Myra L. Garza, City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

Stephen L. Crain

PALACIOS GARZA & THOMPSON P.C.

City Attorney

EXHIBIT "A" OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF EDINBURG, TEXAS

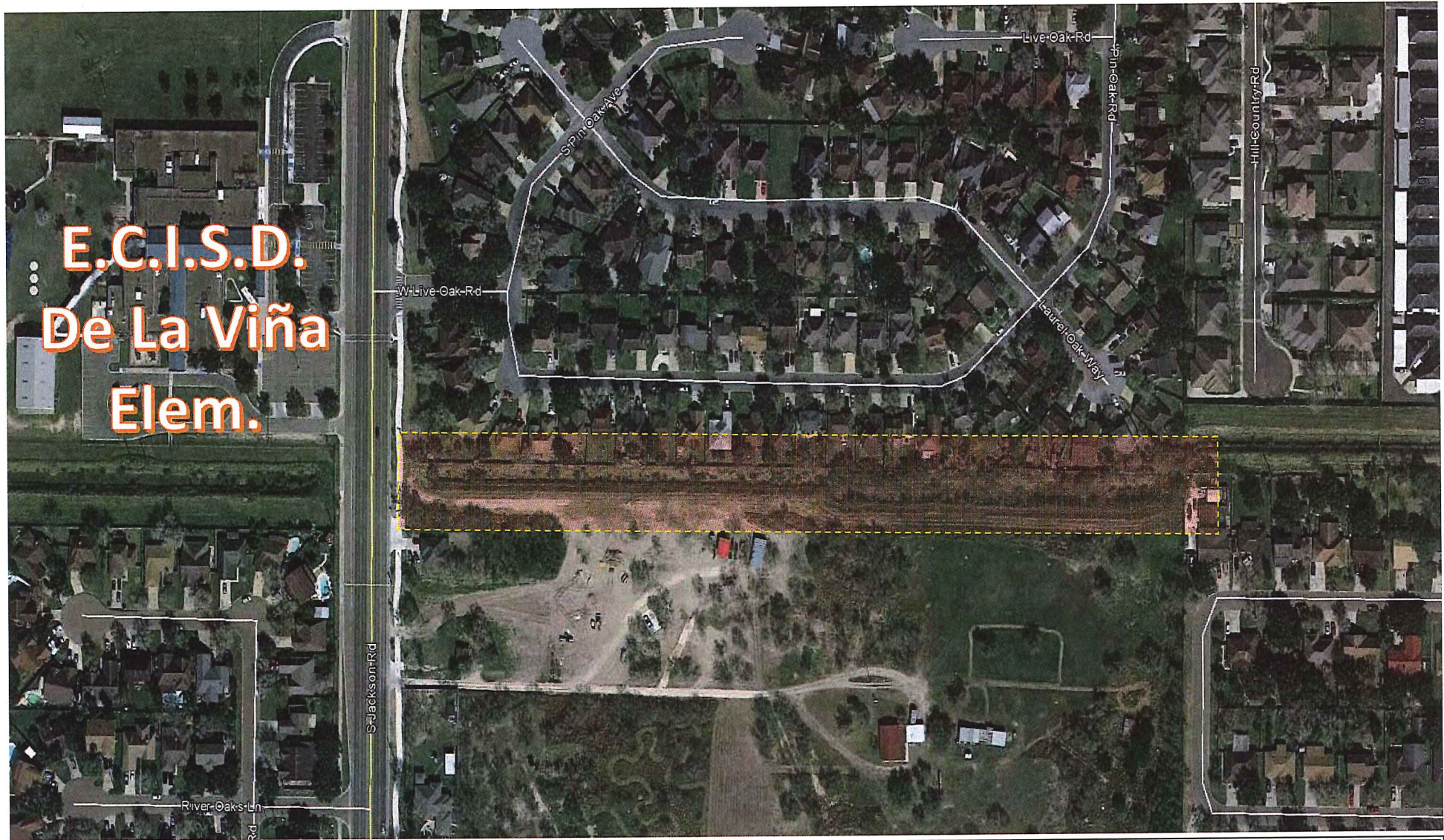
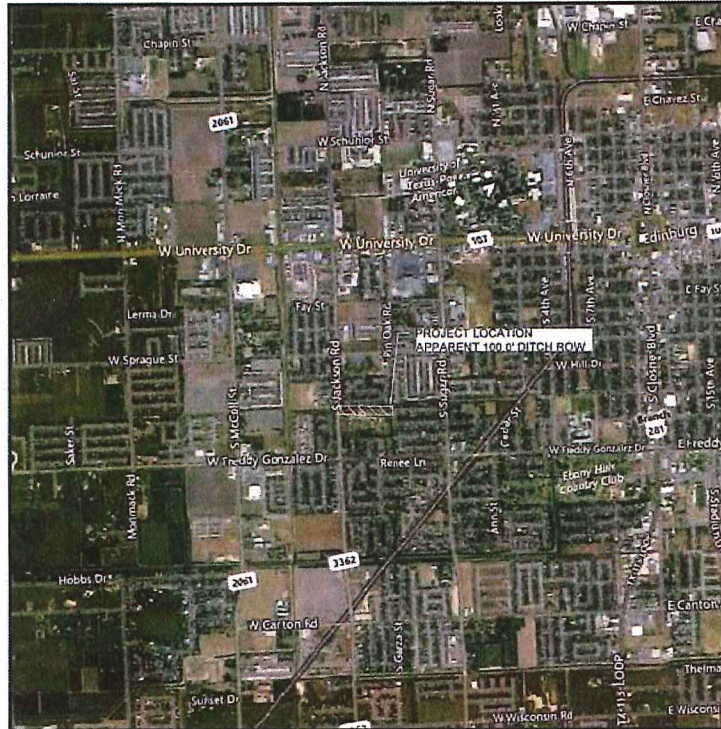
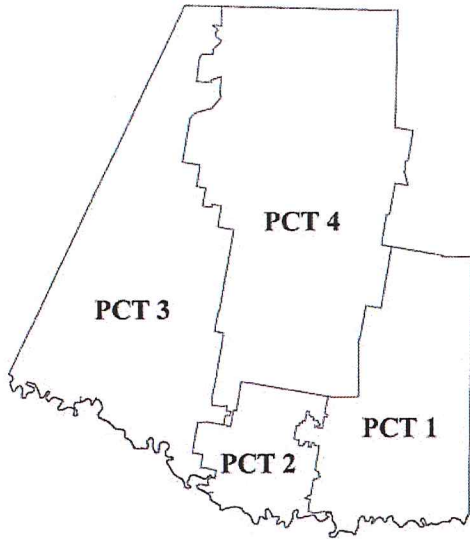


EXHIBIT "A" JACKSON RD. DRAIN DITCH



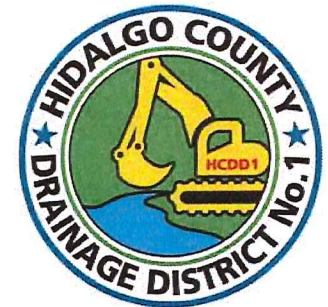
January 4, 2017

EXHIBIT "B" OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF EDINBURG, TEXAS



LOCATION MAP - SCALE: 1"=3000'

**HIDALGO COUNTY DRAINAGE DISTRICT No. 1
JACKSON DRAIN DITCH
(JACKSON RD. TO PIN OAK RD.)**



RAUL E. SESIN, P.E., C.F.M.
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
GENERAL MANAGER
HIDALGO COUNTY FLOODPLAIN
ADMINISTRATOR



This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

Jose N. Saldivar
JOSE N. SALDIVAR - P.E. No. 94076
12/08/16

- RAMON GARCIA**
CHAIRMAN OF THE BOARD
- COMMISSIONER A.C. CUELLAR, JR.,**
BOARD MEMBER
- COMMISSIONER EDUARDO "EDDIE" CANTU**
BOARD MEMBER
- COMMISSIONER JOE M. FLORES**
BOARD MEMBER
- COMMISSIONER JOSEPH PALACIOS**
BOARD MEMBER

REVISIONS	
DATE:	COMMENTS:

INDEX

NO. DESCRIPTION

GENERAL

G1 COVER SHEET
G2 INDEX OF SHEETS
G3 GENERAL NOTES

PLAN AND PROFILE SHEET

C1 PROP. JACKSON DRAIN ALIGNMENT STA. 0+00-6+50
C2 PROP. JACKSON DRAIN ALIGNMENT STA. 6+50-12+78

PROPOSED CROSS SECTION

C3. PROP. CROSS SECTIONS

DETAIL SHEETS

C4 FIELD DRAIN DETAIL
C5 TYPICAL DRAINAGE DETAILS

TXDOT STANDARD DETAILS

TYPE "M" MANHOLE (JUNCTION BOX WITH ACCESS)
SINGLE BOX CULVERTS PRECAST 5'-0" SPAN
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS (BC 1)-13
BARRICADE AND CONSTRUCTION PROJECT LIMIT STANDARD (BC 2)-13
BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT STANDARD (BC 3)-13
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES STANDARD (BC 4)-13
BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT STANDARD (BC 5)-13
BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN STANDARD (BC 6)-13
BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & AT
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD (BC 8)-13
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD (BC 9)-13
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD (BC 10)-13
BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS STANDARD (BC 11)-13
BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS STANDARD (BC 12)-13
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK (TCP 1-1)-12
TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL (TCP 1-2)-12
TRAFFIC CONTROL PLAN TRAFFIC SHIFTS ON TWO LANE ROADS (TCP 1-3)-12
TRAFFIC CONTROL PLAN AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS) (TCP 1

HIDALGO COUNTY
DRAINAGE DISTRICT No. 1

902 DOOLITTLE RD
EDINBURG TX, 78542
TEL: (956) 292-7080
www.co.hidalgo.tx.us



JACKSON DRAIN DITCH IMPROVEMENTS

INDEX SHEET



PLAN VIEW SCALE: NTS
DRAWN BY: CP
CHECKED BY: N.S.E.Y.
TOPO SURVEY BY: E.U.S.S.
SCALE: G1

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1, AND CITY OF EDINBURG.
2. THE DRAINAGE DISTRICT SHALL BE RESPONSIBLE TO CONTACT MR. RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C.) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).
4. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.
5. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.
6. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION/ADJUSTION OF ANY CONFLICTING UTILITIES. THE RELOCATION/ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
7. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS AND RIGHT OF WAY, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
8. THE CONTRACTOR SHALL PROVIDE ACCESS TO EXISTING RESIDENCES AT ALL TIMES.
9. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
10. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
11. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED, AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; 3/4 PLYWOOD, WOOD PLANKING WITH O.S.H.A. GRANCE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.
12. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
13. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN. CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.
14. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
15. THE CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHTS-OF-WAY OF THE CITY, COUNTY, OR STATE.
16. DURING EXCAVATION OPERATIONS FOR DRAINAGE AND/OR UTILITIES, THE CONTRACTOR SHALL NOT PILE EXCAVATED MATERIAL OR EXCAVATE WITHIN THE DRIP LINE OF TREES THAT ARE TO BE PRESERVED.
17. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).
18. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT-OF-WAY TO HAVE POSITIVE FLOW TO THE PROPOSED DRAINAGE SYSTEM.
21. THE CONTRACTOR SHALL PROVIDE/MAINTAIN ADEQUATE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
22. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
23. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY IN PREPARATION OF PROPOSED IMPROVEMENTS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT DRAINAGE DISTRICT No. 1. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.
24. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.
25. THE CONTRACTOR SHALL BE RESPONSIBLE TO FOLLOW ALL T.C.E.Q. STORM WATER POLLUTION PREVENTION PLAN (SWP3) REQUIREMENTS AS PER SWP3 SHEETS AND AS STATED IN TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT (TPDES TXR150000, EFFECTIVE DATE MARCH 5, 2008), INCLUDING N.O.I. SUBMITTAL AND MS4 NOTIFICATION.

HIDALGO COUNTY
DRAINAGE DISTRICT No. 1

902 DOOLITTLE RD
EDINBURG TX 78842
TEL: (956) 292-7999
www.co.hidalgo.tx.us



JACKSON DRAIN DITCH IMPROVEMENTS

GENERAL NOTES



This seal represents the
licensure and jurisdiction of the
engineer in the State of Texas.
It is not valid if used on any
other project or in any other
state.

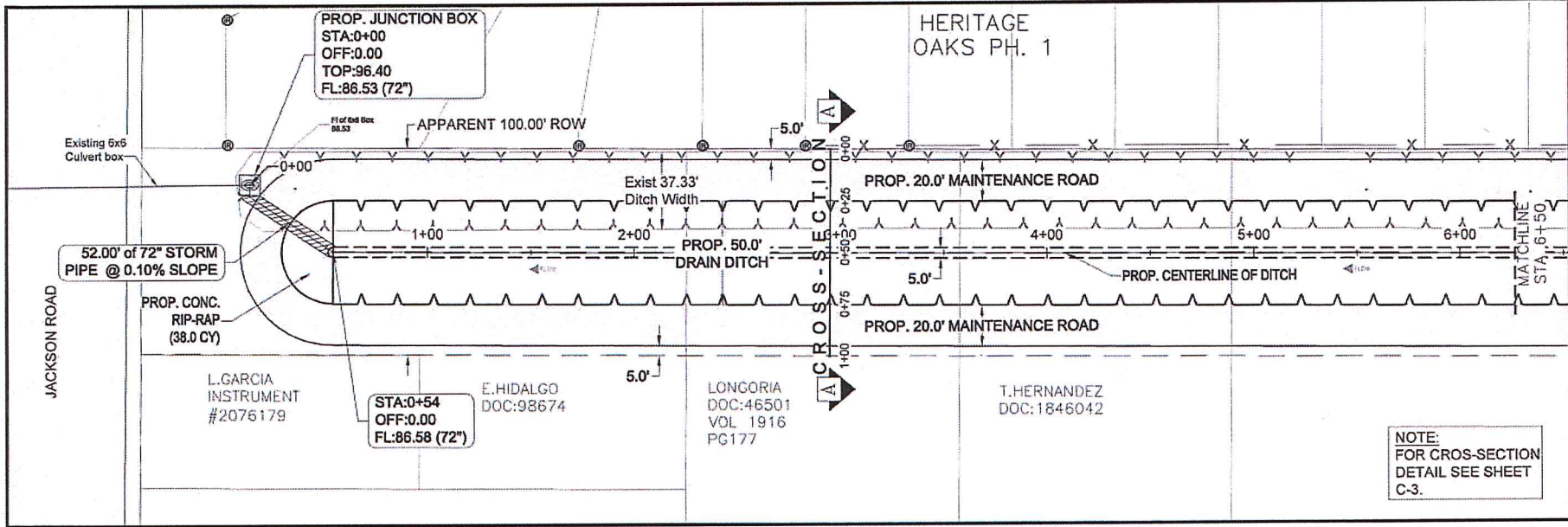
PLAN VIEW SCALE: NTS

DRAWN BY: CP

CHECKED BY: N.S.E.V.

DATE CHECKED BY: E.I.S.S.

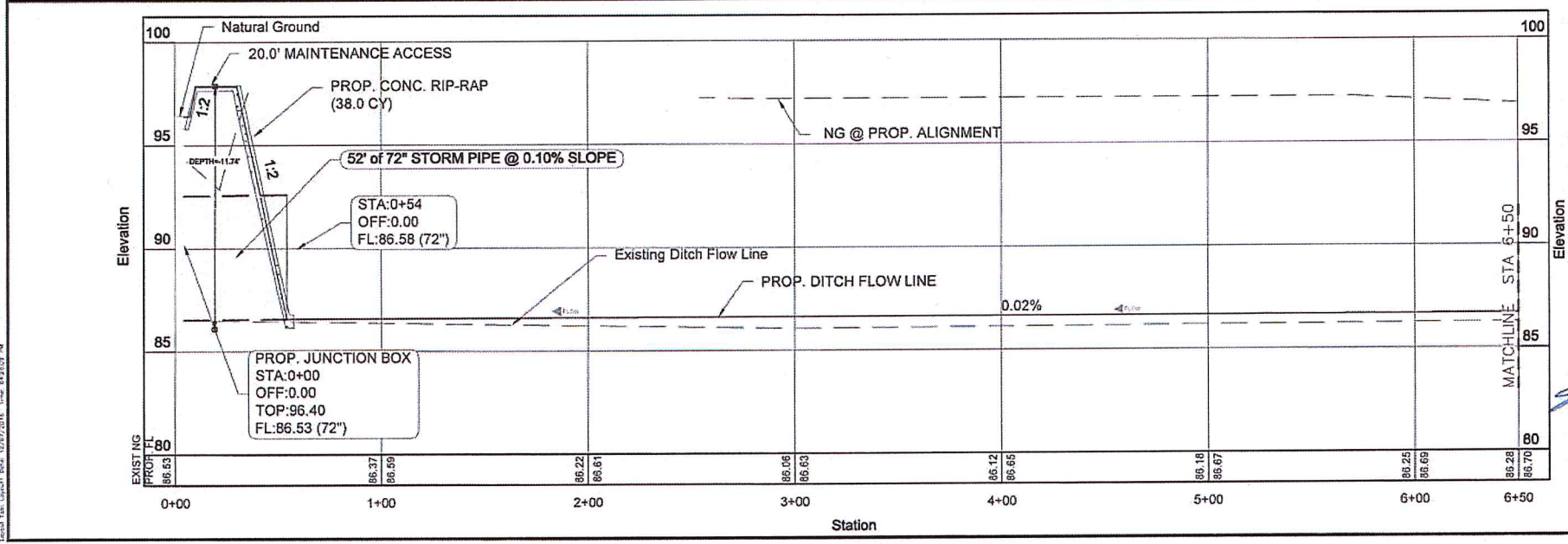
G2



HIDALGO COUNTY
DRAINAGE DISTRICT No. 1
902 DOOLITTLE RD
EDINBURG, TX 78542
TEL: (956) 292-7900
www.co.hidalgo.tx.us



JACKSON DRAIN DITCH IMPROVEMENTS
PROP. JACKSON DRAIN ALIGNMENT
STA 0+00- STA 6+50



PLAN VIEW SCALE: 1"=50'

DRAWN BY: CP

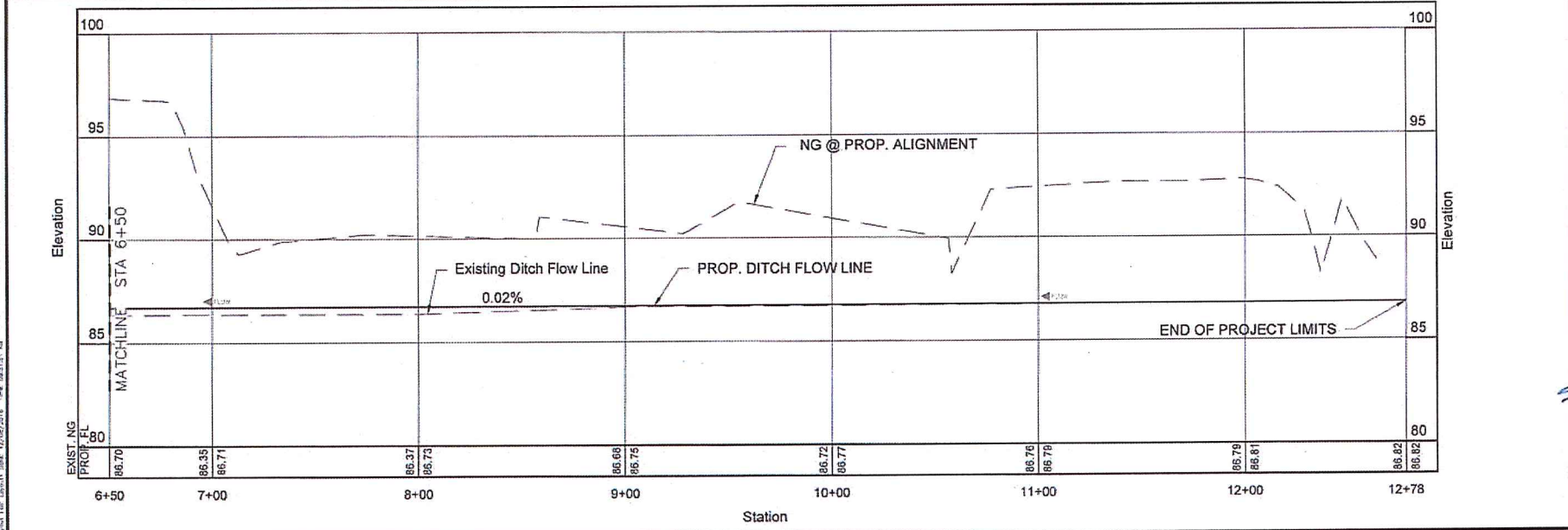
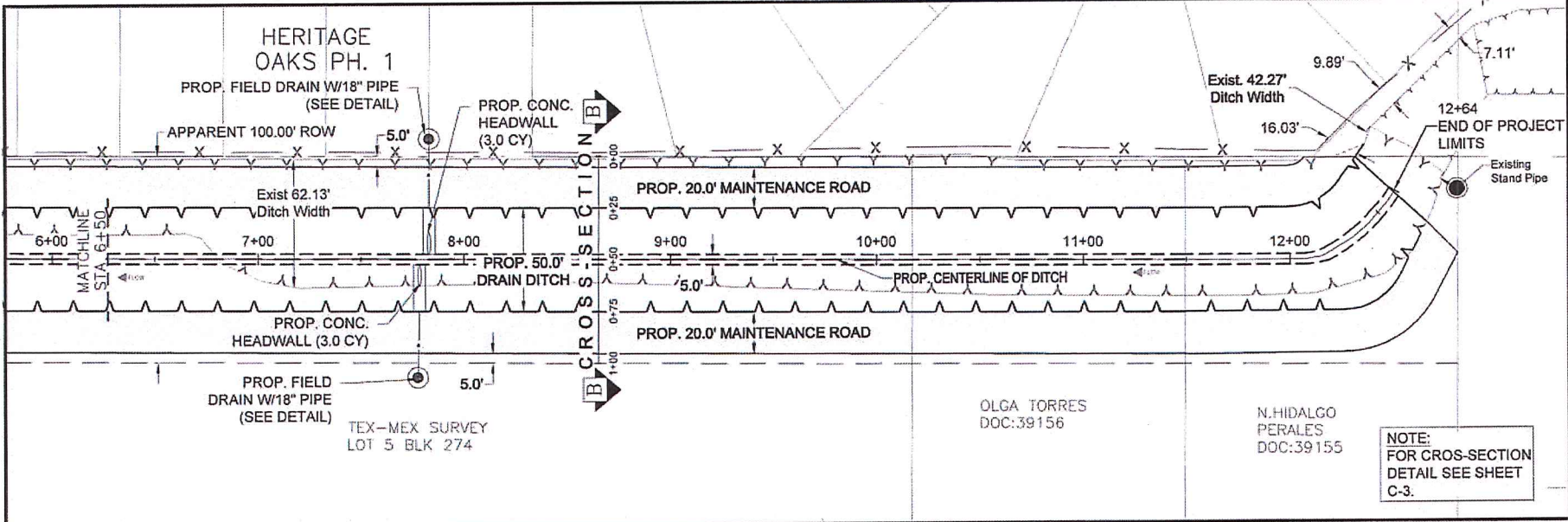
CHECKED BY: N.S.E.Y.

TOPD SURVEY BY: E/SS

SHEET: **C1**

Professional Engineer Seal: JOHN R. GARDNER, State of Texas, License No. 128816

Design: (Hidalgo County) No. 1846042 (Jackson Drainage Improvements) - Printed by: cpl/epw/2018
 Date: 12/07/2018, Time: 04:28:29 PM



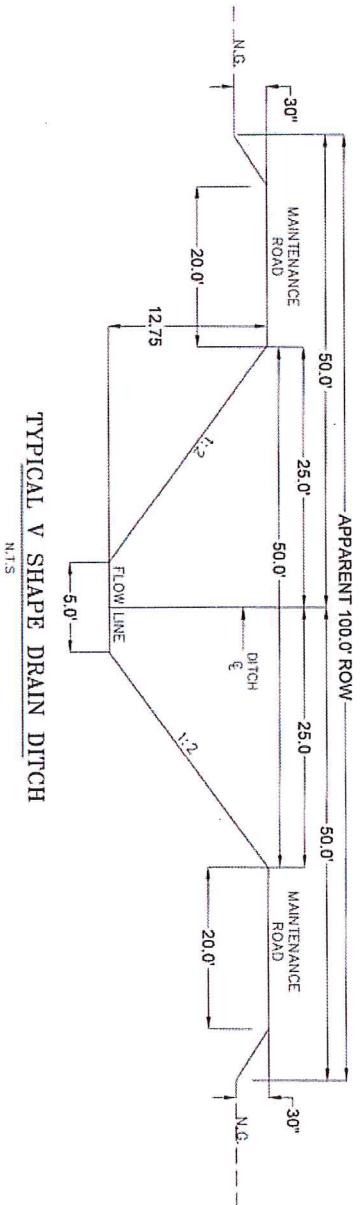
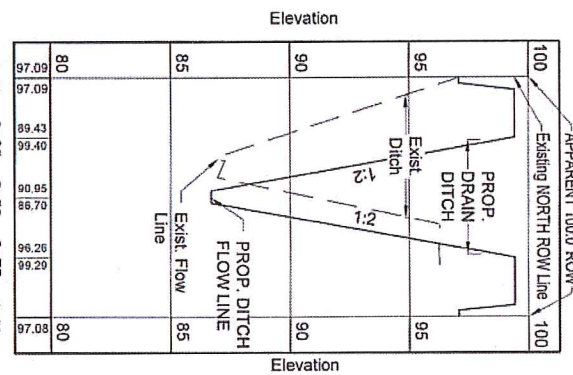
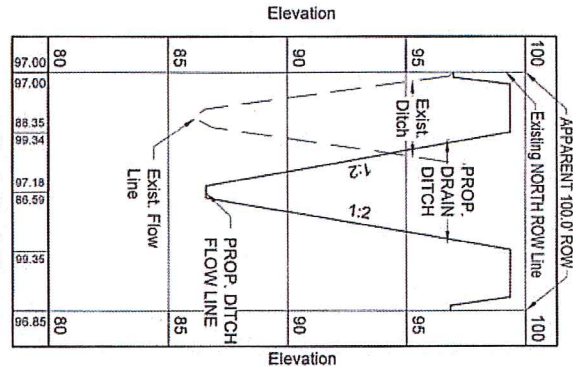
HIDALGO COUNTY
DRAINAGE DISTRICT No. 1
800 FOUNTAIN BLVD
EDINBURG, TX 78842
TEL: (512) 262-7050
www.co.hidalgo.tx.us



JACKSON DRAIN DITCH IMPROVEMENTS
PROP. JACKSON DRAIN ALIGNMENT
STA 6+50-STA 12+78

STATE OF TEXAS
COUNTY OF HIDALGO
JULIA W. SALASOR
REGISTERED PROFESSIONAL ENGINEER
NO. 42878
EXPIRES 09/01/2024
12/28/24

PLAN VIEW SCALE: 1"=50'
DRAWN BY: CP
CHECKED BY: N.S.E.Y.
TOPIC SURVEY BY: EUISS
SCALE: C2



JACKSON DRAIN DITCH IMPROVEMENTS

DITCH CROSS-SECTIONS & TYPICAL DRAIN DITCH CROSS SECTION DETAIL

12/05/16

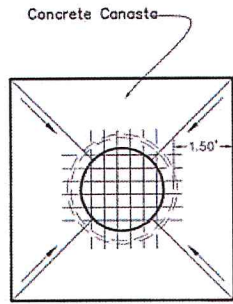
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

902 DOOLITTLE RD
 EDINBURG TX 78542
 TEL: (956) 292-7000
 www.co.hidalgo.tx.us

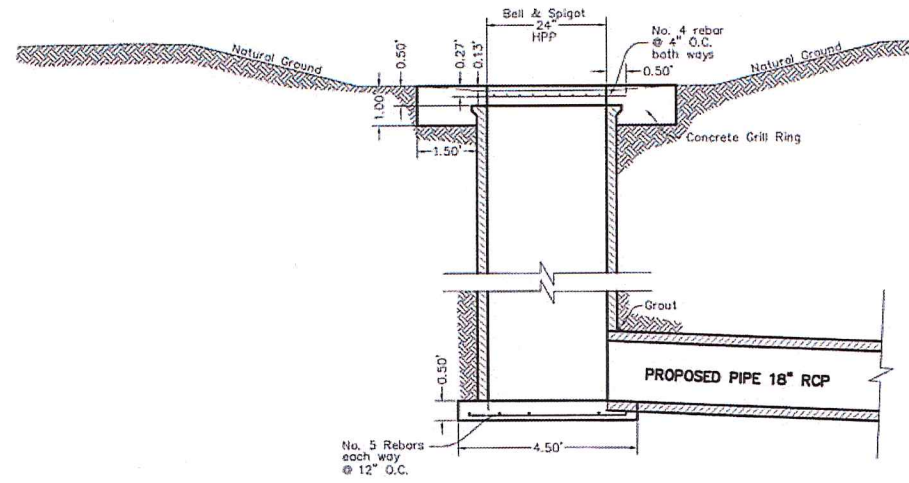
C3

DRINKER BIRNBAUM & ASSOCIATES, P.C.
 REGISTERED PROFESSIONAL ENGINEER
 NO. 12512
 STATE OF TEXAS

Drawing: C:\Users\Burr\Documents\Projects\2015\20150101\20150101.dwg (2015) Plotted by: gmb@harsco



Concrete Grate Canasta Detail



Concrete Pipe Drop Inlet

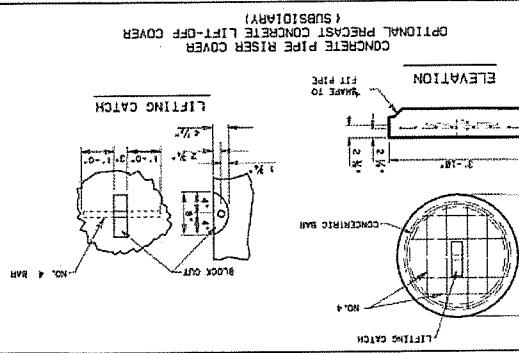
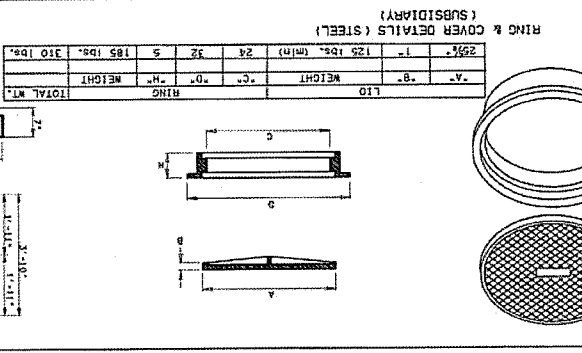
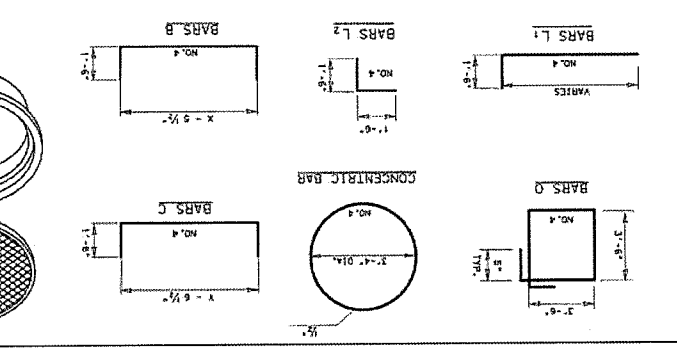
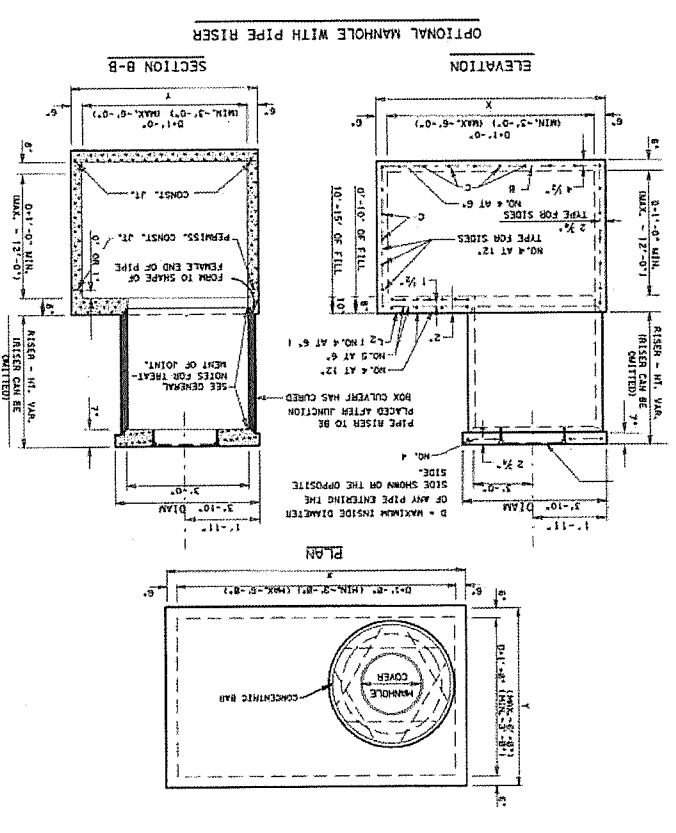
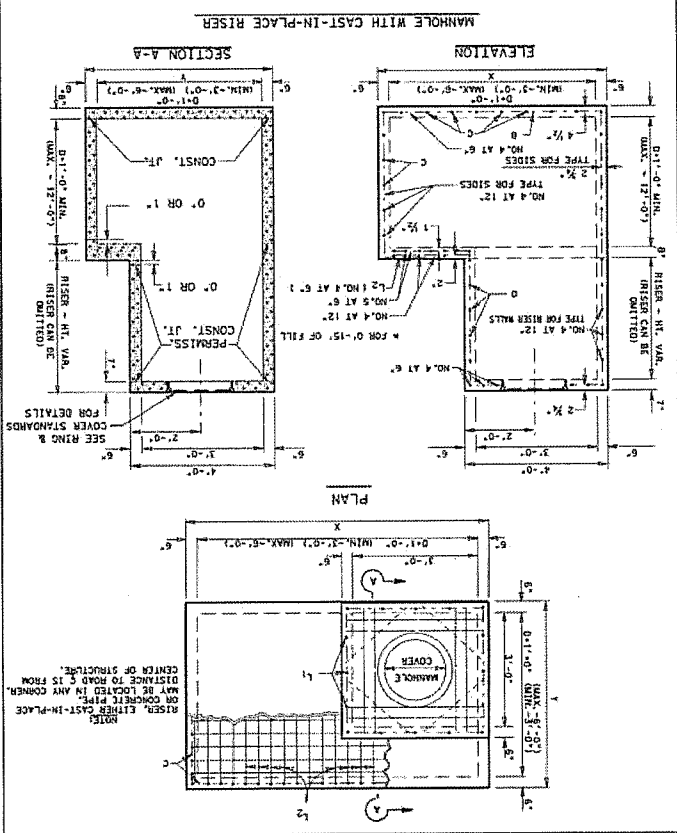
HIDALGO COUNTY
DRAINAGE DISTRICT No. 1
807 DOUGLASS BLVD
EDINBURG, TX 78542
TEL: (936) 232-7080
WWW.CO.HIDALGO.TX.US



JACKSON DRAIN DITCH IMPROVEMENTS
FIELD DRAIN TYPICAL DETAIL



PLAN VIEW SCALE: NTS
DRAWN BY: CP
CHECKED BY: N.S.E.Y.
TOPD SURVEY BY: EUSS
SHEET: C4



GENERAL NOTES

UNLESS OTHERWISE SHOWN IN THE PLANS, PAYMENT WILL BE MADE FOR EACH MANHOLE OF THE TYPE SHOWN. ALTERNATE DESIGN DRAWINGS BEARING SEAL OF A REGISTERED PROFESSIONAL ENGINEER WILL BE ACCEPTABLE FOR PRECAST CONSTRUCTION OF MANHOLES. SHOP DRAWINGS WILL NOT BE REQUIRED.

ALL MANHOLES LOCATED ON PAVED SURFACES WILL BE CONSTRUCTED WITH A COVER OF THE TYPE THAT WILL CHASE IT TO BE BUILT TO THE FINISH.

THE CONTRACTOR MAY WITH THE APPROVAL OF THE ENGINEER FURNISH MANHOLES OF EQUIVALENT STRUCTURAL DESIGN.

IN AREAS OF CORNER BETWEEN REINFORCING STEEL, BLOCK-OUTS SHALL BE BENT OR ADJUSTED TO CLEAR AS DIRECTED BY THE ENGINEER.

THE RISER MAY BE CONSTRUCTED OF REINFORCED CONCRETE AS SHOWN OR OF REINFORCED CONCRETE PIPE, CLASS III, IN ACCORDANCE WITH ASTM D 2245. IF PIPE IS USED, JOINTS SHALL CONFORM TO THE REINFORCED CONCRETE PIPE CLASSES. PRECAST CONCRETE LIFT COVER MAY BE SUBSTITUTED FOR MANHOLE COVER.

CONNECTING PIPES SHOULD WITHIN 10 DEG. OF NORMAL TO INLET OR IF NECESSARY, PIPE ELONG OR CURVED APPROX ALIGNMENT SHOULD BE USED TO STAY WITHIN THIS LIMIT.

PIPES MAY ENTER ALL WALLS. THE MAXIMUM LENGTH OF PIPE THAT ENTERS TO THE MANHOLE BOX DIMENSIONS SHOWN. THE CLEAR DISTANCE BETWEEN ADJACENT PIPES SHOULD BE 3" MINIMUM.

PIPE SHALL BE 3" MINIMUM.

PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

TYPE "M" JUNCTION BOX WITH ACCESS

REV. 08/13

MANHOLEZ.DGN

DATE: 08/13

SCALE: AS SHOWN

COMPL. DATE: 08/13

DESIGNER: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

PROJECT NO. [Blank]

FILE NO. [Blank]

TEXAS

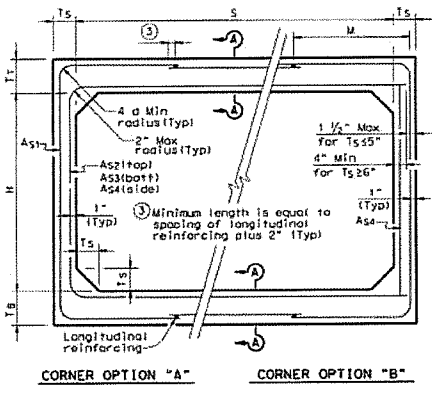
BOX DATA

SECTION DIMENSIONS						Fill Height (ft)	H (in)	REINFORCING (in ² /ft) ^②										Lift Weight (tons)
S (ft)	H (ft)	T ₁ (in)	T ₂ (in)	T ₃ (in)	T ₄ (in)			A _{S1}	A _{S2}	A _{S3}	A _{S4}	A _{S5}	A _{S6}	A _{S7}	A _{S8}			
5	3	8	7	6	6	<2	-	0.19	0.31	0.21	0.14	0.19	0.19	0.19	0.17	6.6		
5	3	6	6	6	6	2<3	45	0.18	0.24	0.19	0.14	-	-	-	-	5.7		
5	3	6	6	6	6	3-5	36	0.14	0.17	0.16	0.14	-	-	-	-	5.7		
5	3	6	6	6	6	10	36	0.14	0.16	0.17	0.14	-	-	-	-	5.7		
5	3	6	6	6	6	15	35	0.16	0.21	0.22	0.14	-	-	-	-	5.7		
5	3	6	6	6	6	20	35	0.21	0.27	0.28	0.14	-	-	-	-	5.7		
5	3	6	6	6	6	25	35	0.26	0.34	0.34	0.14	-	-	-	-	5.7		
5	3	6	6	6	6	30	35	0.31	0.41	0.41	0.14	-	-	-	-	5.7		
5	4	8	7	6	6	<2	-	0.19	0.33	0.24	0.14	0.19	0.19	0.19	0.17	7.2		
5	4	6	6	6	6	2<3	45	0.16	0.27	0.22	0.14	-	-	-	-	6.3		
5	4	6	6	6	6	3-5	45	0.14	0.19	0.18	0.14	-	-	-	-	6.3		
5	4	6	6	6	6	10	36	0.14	0.18	0.18	0.14	-	-	-	-	6.3		
5	4	6	6	6	6	15	35	0.14	0.23	0.24	0.14	-	-	-	-	6.3		
5	4	6	6	6	6	20	35	0.17	0.30	0.31	0.14	-	-	-	-	6.3		
5	4	6	6	6	6	25	35	0.21	0.37	0.38	0.14	-	-	-	-	6.3		
5	4	6	6	6	6	30	35	0.25	0.44	0.45	0.14	-	-	-	-	6.3		
5	5	8	7	6	6	<2	-	0.19	0.35	0.26	0.14	0.19	0.19	0.19	0.17	7.8		
5	5	6	6	6	6	2<3	45	0.14	0.29	0.24	0.14	-	-	-	-	6.9		
5	5	6	6	6	6	3-5	45	0.14	0.21	0.20	0.14	-	-	-	-	6.9		
5	5	6	6	6	6	10	45	0.14	0.19	0.20	0.14	-	-	-	-	6.9		
5	5	6	6	6	6	15	36	0.14	0.24	0.25	0.14	-	-	-	-	6.9		
5	5	6	6	6	6	20	35	0.15	0.31	0.32	0.14	-	-	-	-	6.9		
5	5	6	6	6	6	25	35	0.18	0.38	0.39	0.14	-	-	-	-	6.9		
5	5	6	6	6	6	30	35	0.21	0.46	0.47	0.14	-	-	-	-	6.9		
5	2	8	7	6	6	<2	-	0.20	0.31	0.20	0.14	0.22	0.19	0.19	0.17	6.0		
5	2	6	6	6	6	30	44	0.39	0.33	0.34	0.14	-	-	-	-	5.1		

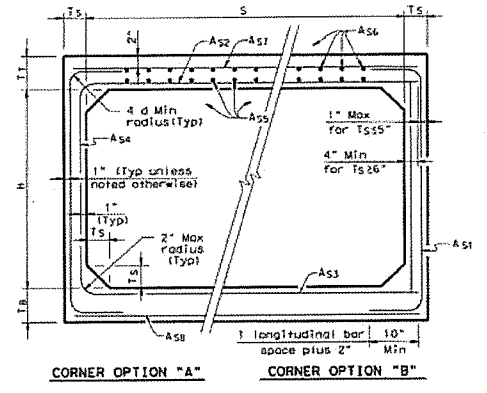
This sheet or this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the completion of this standard in other formats or for incorrect printing or damage resulting from its use.

DATE: FILE:

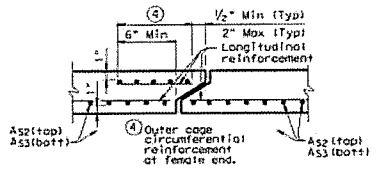
- ① For Box Length = 5'-0"
- ② A_{S1} thru A_{S8}, A_{S7} and A_{S8} are minimum required areas of reinforcement per linear foot of box length. A_{S6} and A_{S5} are minimum required areas of reinforcement per linear foot of box width.
- ③ These designs were created by TxDOT and are not shown in the ASTM Specifications.



FILL HEIGHT 2 FT AND GREATER



FILL HEIGHT LESS THAN 2 FT



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

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

HL93 LOADING

Bridge Division Standard

SINGLE BOX CULVERTS

PRECAST

5'-0" SPAN

SCP-5

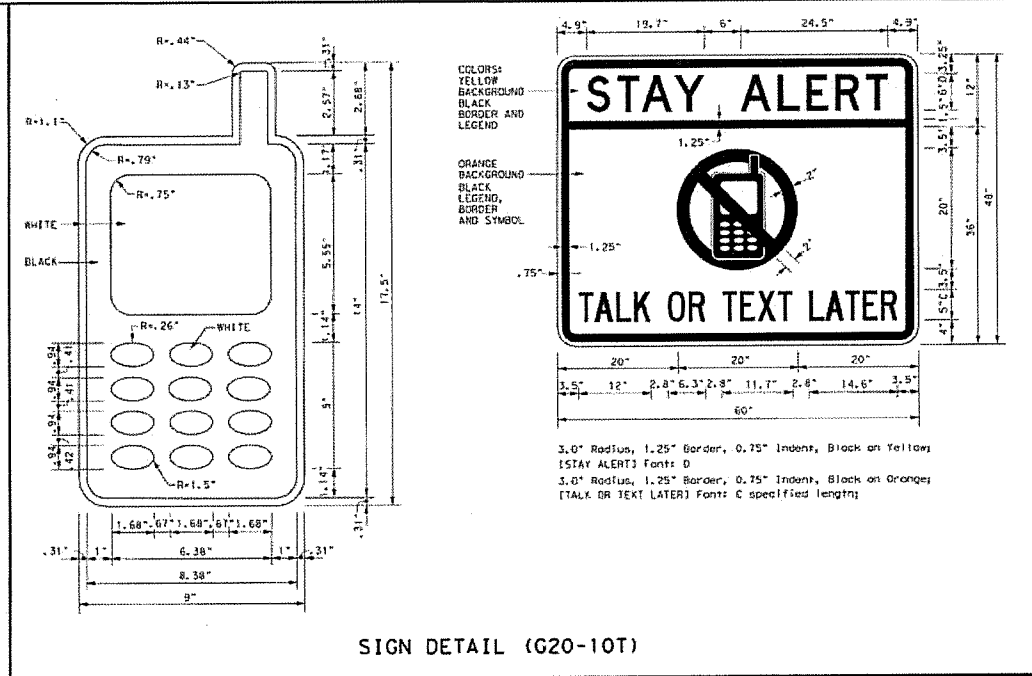
REV	DESCRIPTION	DATE	BY	CHECKED	APPROVED
03/07	February 2010				
REV	DESCRIPTION	DATE	BY	CHECKED	APPROVED

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

- The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
- The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
- The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
- Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
- When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
- The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
- All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
- The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
- As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edge/line rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
- Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
- The Engineer has the final decision on the location of all traffic control devices.
- Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

- Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT <http://www.txdot.gov>

COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

Texas Department of Transportation
Traffic Operations Division Standards

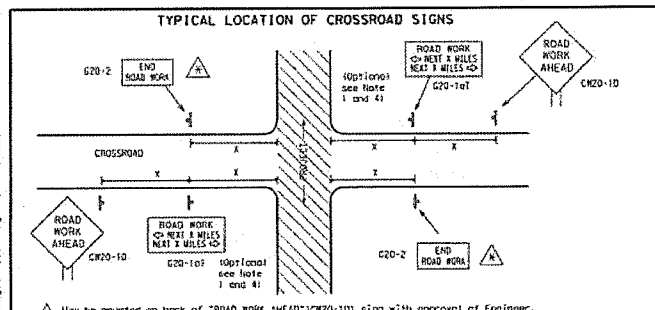
**BARRICADE AND CONSTRUCTION
GENERAL NOTES
AND REQUIREMENTS**

BC(1)-14

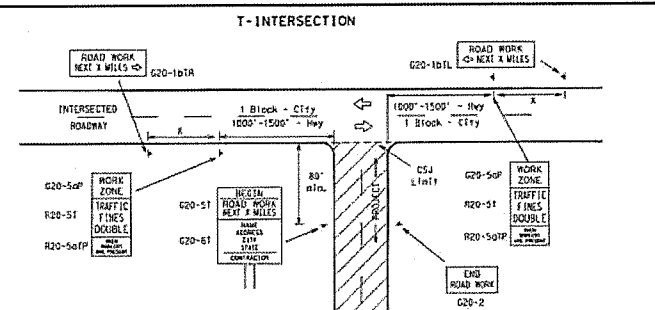
DATE	REV	BY	CHKD	DATE	BY	CHKD	DATE	BY
4-03	5-10	8-14						
9-07	7-13							

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

DATE PLOE



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



- ### CSJ LIMITS AT T-INTERSECTION
- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
 - If construction crosses the road of a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-67) sign behind the Type 3 Barricade for the road closure (see BC(1)) also. The "ROAD WORK NEXT X MILES" (left arrow) (G20-101L) and "ROAD WORK NEXT X MILES" (right arrow) (G20-101M) signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING^{15,6}

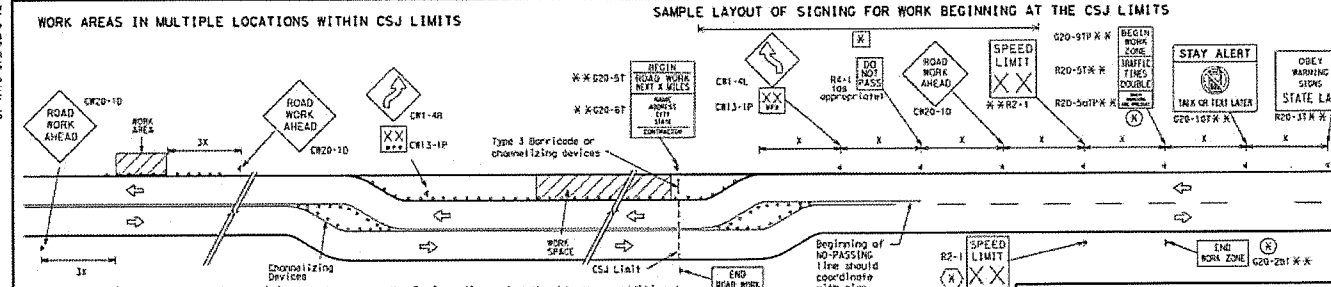
Sign Number or Service	SIZE		SPACING	
	Conventional Road	Expressway/Freeway	Posted Speed	Sign Spacing ^Δ
CR20 ⁴	48" x 48"	48" x 48"	MPH	Feet (Approx.)
CR21			30	120
CR22			35	160
CR23			40	240
CR25			45	320
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	50	400
			55	500 ⁷
			60	600 ⁸
			65	700 ²
			70	800 ²
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	75	900 ²
			80	1000 ⁷
			*	* ³

⁴ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCD Standard Sheets.

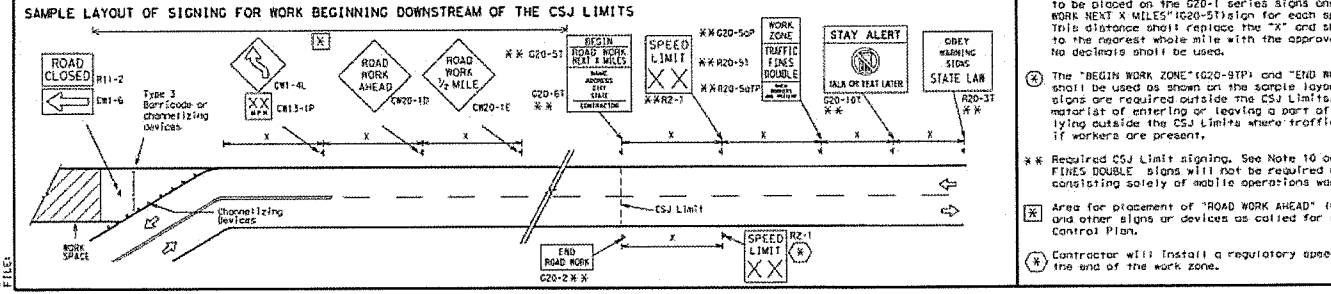
^Δ Minimum distance from work area to first Advance Warning sign closest the work area and/or distance between each additional sign.

GENERAL NOTES

- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix of the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCD sheets for exact location and spacing of signs and channelizing devices.



- ### NOTES
- The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- (*) The "BEGIN WORK ZONE" (G20-5TP) and "END WORK ZONE" (G20-2BT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may occur if workers are present.
- ** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.
- (X) Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for in the Traffic Control Plan.
- (*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

—	Type 3 Barricade
○ ○ ○	Channelizing Devices
—	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12



BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC (2) - 14

FILE#	bc-14.dgn	DATE	7/11/02	BY	WJL	CHK	WJL	APP	WJL
PROJECT	November 2002	DATE	8-14	BY	WJL	CHK	WJL	APP	WJL
REV		DATE		BY		CHK		APP	
9-01		8-14		WJL		WJL			
7-11									

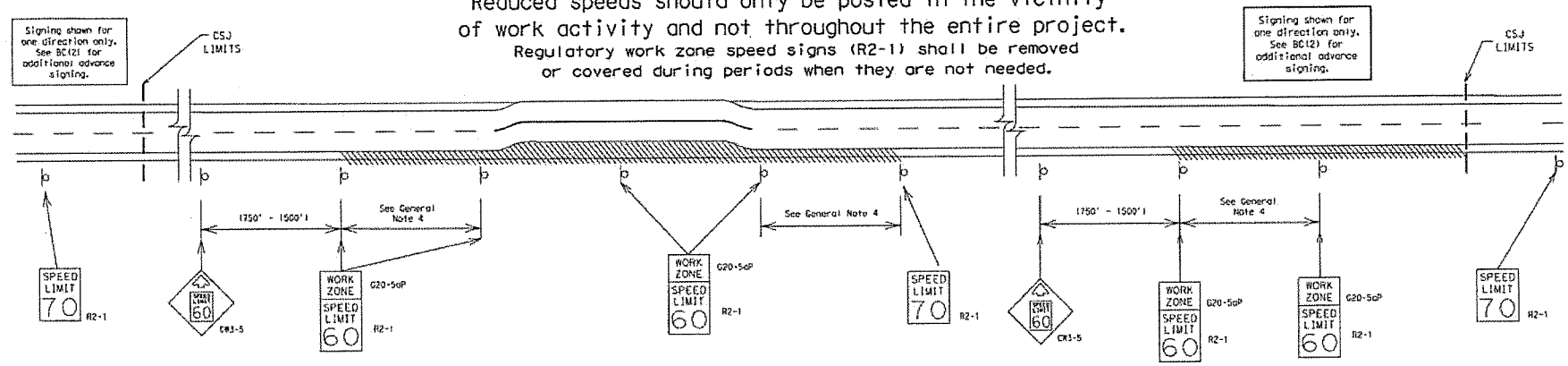
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for incorrect results or damages resulting from the use of this standard. No other contract or agreement shall prevail over this standard.

DATE: 7-11-02
FILE#

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.
Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

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

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present.

- Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:
- a) rough road or damaged pavement surface
 - b) substantial alteration of roadway geometrics (diversions)
 - c) construction detours
 - d) grade
 - e) width
 - f) other conditions readily apparent to the driver
- As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
40 mph and greater 0.2 to 2 miles
35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CR3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
A. Law enforcement.
B. Flagger stationed next to sign.
C. Portable changeable message sign (PCMS).
D. Low-power (airborne) radar transmitter.
E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors imposing allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

DISCLAIMER: This document is prepared by the "Traffic Engineering Practice Unit". Its warranty of any kind is made on a "best effort" basis. It does not constitute a contract. The user assumes all responsibility for the conversion of this document to other formats or for incorrect results or damages resulting from its use.

DATE: 11/14/07

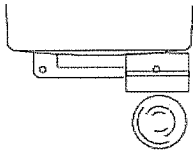
SHEET 3 OF 12

		Traffic Operations Division Standard	
BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT			
BC (3) - 14			
FILE# bc-14.dgn	DATE 7-20-07	CDR T2007	DWG NO. 14001
9-07	8-14	DIST	COUNTY
7-13	7-13	SHEET	TOTAL NO.

Warning reflector may be found on sign. What type of reflector or color is used on sign?



Type C Warning Light or approved substitute mounted on a drum equivalent to the travel way.



DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. The warranty of a copy of this standard is limited to the accuracy of the information contained herein. No liability is assumed for any damages resulting from its use.

WARNING LIGHTS

1. Warning lights shall meet the requirements of the MUTCD.
2. Warning lights shall be installed on barricades.
3. Type A low intensity flashing warning lights are commonly used with drums. They are intended to warn of work or work possibly hazardous areas. Their use shall be as indicated on this plan by the description "Type A". The type A warning lights shall not be used with any other means of detection of equipment or equipment identification (MS-250, MS-255, Type C and Type B 350 degree steady burn lights are intended to be used in areas for delineation to supplement other traffic control devices. Their use shall be as indicated on this plan by the description "Type B".
4. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control device.
5. When required by the Engineer/Inspector, the contractor shall furnish a copy of the warning light specifications. The warning light manufacturer will certify the warning lights meet the requirements of the MUTCD.
6. When required by the Engineer/Inspector, the contractor shall furnish a copy of the warning light specifications. The warning light manufacturer will certify the warning lights meet the requirements of the MUTCD.
7. Warning lights shall be installed on drums.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.
9. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.
10. When used on drums, Type C and Type B Steady Burn Lights should only be placed on the outside of the drum, not the inside.
11. When used on drums, Type C and Type B Steady Burn Lights should only be placed on the outside of the drum, not the inside.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

1. Type A flashing warning lights are intended to warn of work or work possibly hazardous areas. They are intended to warn of work or work possibly hazardous areas.
2. A series of sequential flashing warning lights placed on a drum should be used to warn of work or work possibly hazardous areas.
3. Type A flashing warning lights are intended to warn of work or work possibly hazardous areas. They are intended to warn of work or work possibly hazardous areas.
4. Type C and B Steady Burn Warning Lights are intended to be used in areas for delineation to supplement other traffic control devices. Their use shall be as indicated on this plan by the description "Type C".
5. When required by the Engineer/Inspector, the contractor shall furnish a copy of the warning light specifications. The warning light manufacturer will certify the warning lights meet the requirements of the MUTCD.
6. When required by the Engineer/Inspector, the contractor shall furnish a copy of the warning light specifications. The warning light manufacturer will certify the warning lights meet the requirements of the MUTCD.
7. The maximum spacing for warning lights on drums shall be the location to the Engineer/Inspector's satisfaction.
8. Warning reflectors or approved substitutes may be mounted on a plastic drum as a substitute for a type C steady burn warning light if the location of the contractor approved for use with plastic drums listed on the CDTCO.
9. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
10. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
11. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.

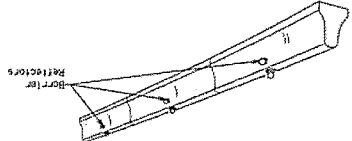
WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
2. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
3. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
4. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
5. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
6. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
7. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
8. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
9. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
10. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.
11. The maximum spacing for warning reflectors on drums shall be the location to the Engineer/Inspector's satisfaction.

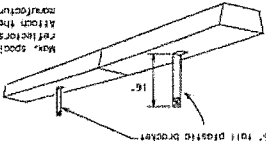
BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

1. Barrier reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of MS-250. A list of pre-qualified barrier reflectors can be found in the Barrier Products List web document shown on BCL11.
2. Color of barrier reflectors shall be as specified in the MUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.
3. More traffic is on one side of the CB, the CB (Type 2) Barrier Reflectors shall be located on the side of the CB.
4. The CB shall be located directly behind the reflector mounted on top of the barrier. The barrier shall be located directly behind the reflector mounted on top of the barrier. The barrier shall be located directly behind the reflector mounted on top of the barrier.
5. Barrier reflectors shall be installed on the top of the barrier. The barrier shall be located directly behind the reflector mounted on top of the barrier.
6. Barrier reflectors shall be installed on the top of the barrier. The barrier shall be located directly behind the reflector mounted on top of the barrier.
7. Barrier reflectors shall be installed on the top of the barrier. The barrier shall be located directly behind the reflector mounted on top of the barrier.
8. Barrier reflectors shall be installed on the top of the barrier. The barrier shall be located directly behind the reflector mounted on top of the barrier.
9. Barrier reflectors shall be installed on the top of the barrier. The barrier shall be located directly behind the reflector mounted on top of the barrier.
10. Barrier reflectors shall be installed on the top of the barrier. The barrier shall be located directly behind the reflector mounted on top of the barrier.
11. Barrier reflectors shall be installed on the top of the barrier. The barrier shall be located directly behind the reflector mounted on top of the barrier.

CONCRETE TRAFFIC BARRIER (CTB)

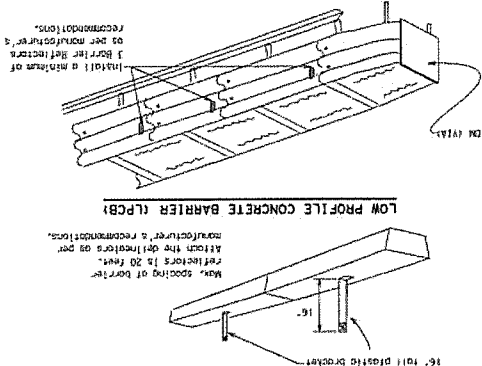


LOW PROFILE CONCRETE BARRIER (LPCB)



END TREATMENTS FOR CTB'S USED IN WORK ZONES

DELINEATION OF END TREATMENTS



End treatments used on CTB's in work zones shall meet the following standards as defined in the National Cooperative Highway Research Report 350, Section 10. The CTB List for approved end treatments and mounting.

TRUCK-MOUNTED ATTENUATORS

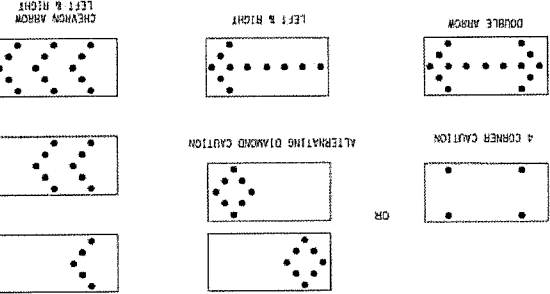
1. Truck-mounted attenuators (TMAs) used on road facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH), or the Manual for Assessing Safety Hardware (MASH), or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CDTCO for the requirements of Level 2 or 3.
3. Refer to the CDTCO for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used on any road where it can be installed without adversely affecting the work performance.
6. The only reason a TMA should not be used on a work area is if it is not approved for use on the work area.

TYPE	MINIMUM SIZE	MINIMUM NUMBER VISIBILITY DISTANCE
A	48 x 36	15
B	30 x 60	13
C	30 x 36	15

FLASHING ARROW BOARDS

ATTENTION
Flashing Arrow Boards should be equipped with automatic flashing devices.
WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE TRAFFIC BARRIER OR GUARDRAIL.

1. Flashing Arrow Boards should be used for all lane closures on multi-lane roadways, or slow moving construction activities on the travel way.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the MUTCD diagram (see detail below) is used.
3. The Engineer/Inspector shall choose all spacing and arrow board locations and other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



BARICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

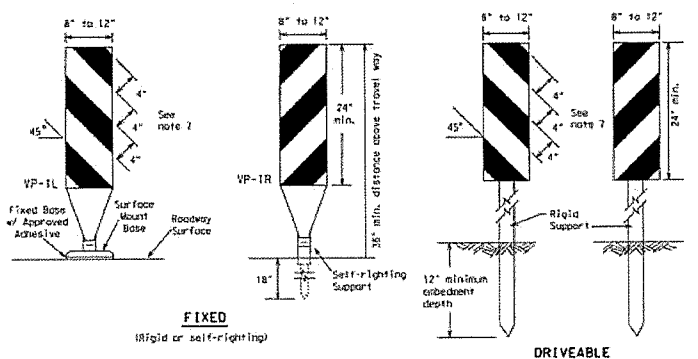
Texas Department of Transportation
TxDOT
Operations Division
Standard

SHEET 7 OF 12

BC(7)-14

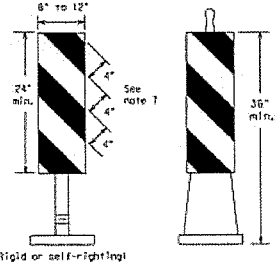
REVISED: 3-13 8-14
DATE: 3-13 8-14
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

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



FIXED
(Rigid or self-righting)

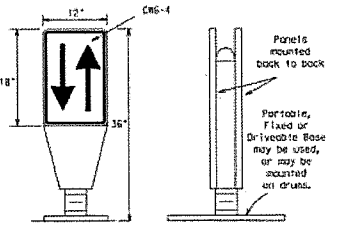
DRIVEABLE



PORTABLE

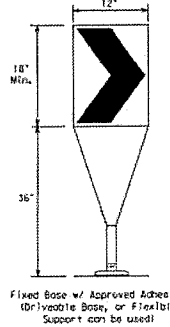
VERTICAL PANELS (VPs)

- Vertical Panels (VPs) are normally used to channelize traffic or divide opposing lanes of traffic.
- VPs may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VPs for drop-offs.
- VPs should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VPs used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWTCD).
- Sheeting for the VPs shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.



OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

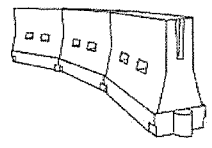
- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLDs are used on temporary center lines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPs.
- Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLDs should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B₁ or Type C₁ conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be placed on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates the need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B₁ or Type C₁ conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- For long term stationary use on ramps or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are crashworthy, high-visibility, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
- LCDs may be used instead of a line of cones or drums.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWTCD list.
- LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
- LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC11 when placed roughly parallel to the travel lanes.
- LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rolls as shown on BC110 placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long cones and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

- Work zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUD and the "Compliant Work Zone Traffic Control Devices List" (CWTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed	Formula	Minimum Geometric Taper Lengths			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = $\frac{WS}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = $\frac{WS}{50}$	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70	700'	770'	840'	70'	140'	
75	750'	825'	900'	75'	150'	
80	800'	880'	960'	80'	160'	

**Taper lengths have been rounded off.
L=Length of Taper (ft.); W=Width of Offset (ft.); S=Posted Speed (mph)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (9) - 14

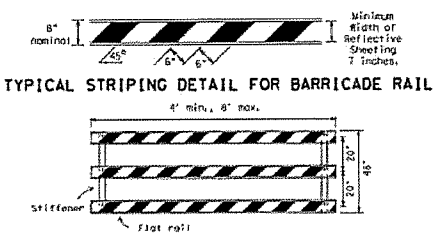
FILED	DATE	BY	CHKD	APP'D	DATE	BY
03/10/07	November 2007					
3-07	8-14					
7-13						

1391

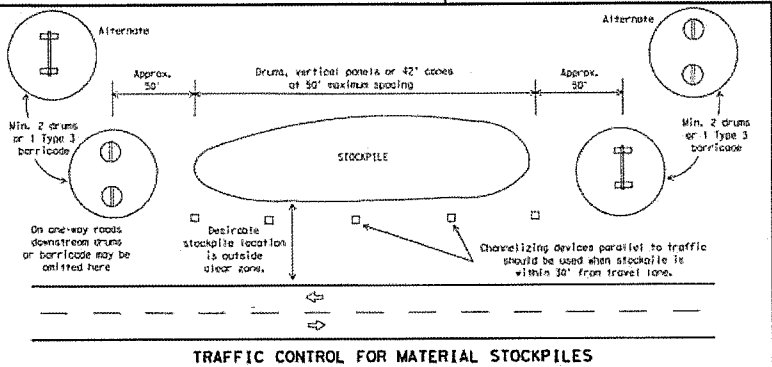
DATE FILED

- TYPE 3 BARRICADES**
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZC/D) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
 2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
 3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
 4. Striping of rolls, for the right side of the roadway, should slope downward to the left, for the left side of the roadway, striping should slope downward to the right.
 5. Identification markings may be shown only on the back of the barricade rolls. The maximum height of letters and/or company logos used for identification shall be 1".
 6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
 7. Warning lights shall NOT be installed on barricades.
 8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cementitious sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade roll's reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber latches or fire inner rubbers shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with ropes, wire, cables or other fasteners.
 9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

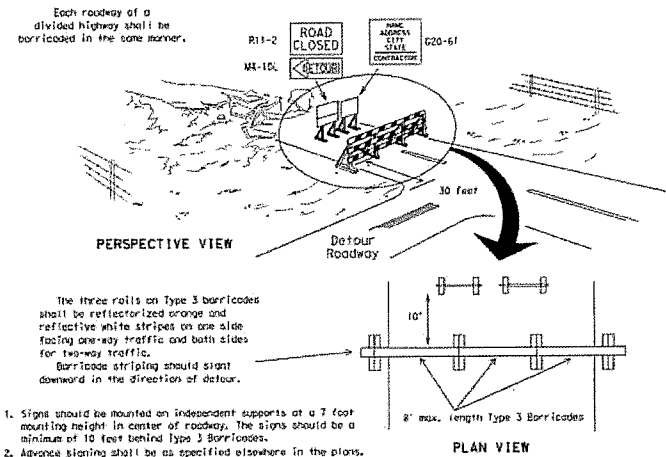
Barricades shall NOT be used as a sign support.



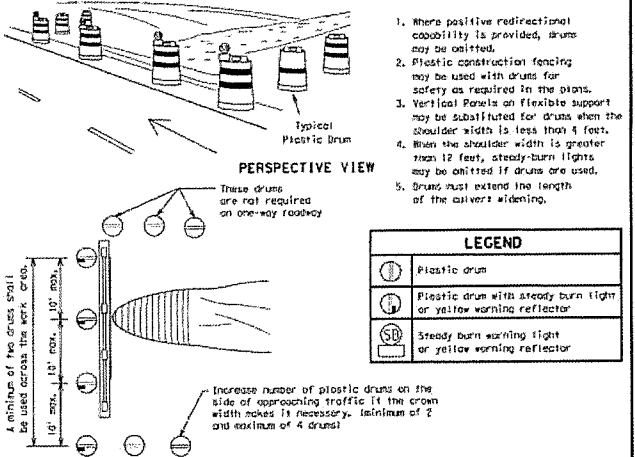
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



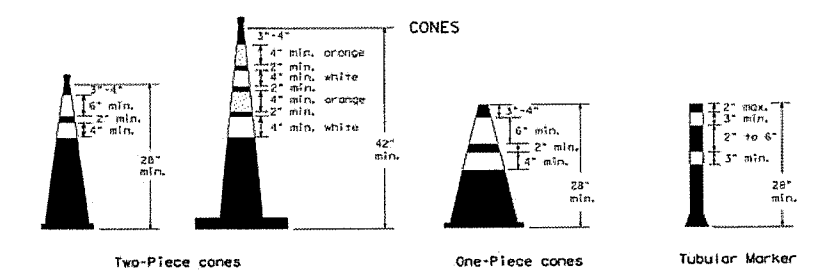
DATE: FILE:



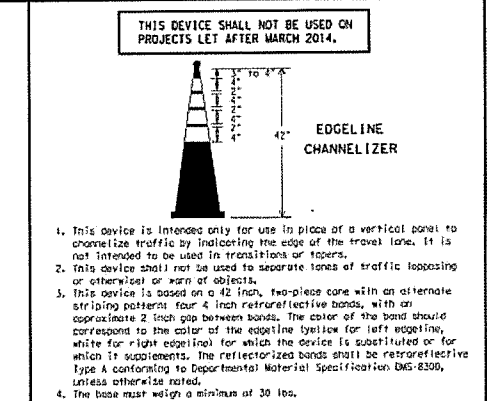
TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



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



SHEET 10 OF 12

Texas Department of Transportation
Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (10) - 14

FILED	DATE	BY	DATE	BY	DATE
03/11/2007	NOVEMBER 2007	CONC	2007	2007	2007
9-07	8-14				
7-13					

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type 4.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(14). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet K2151PM.
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(112).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (fall back) shall meet the requirements of DMS-8240.

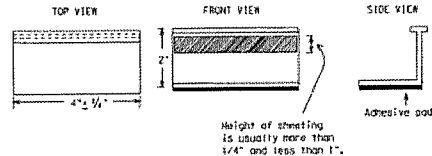
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 539.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 150 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway, shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernible marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



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

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
 - A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 25 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet K2151PM for tab placement on new pavements. See Standard Sheet T011-11 for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

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

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

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

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC111.

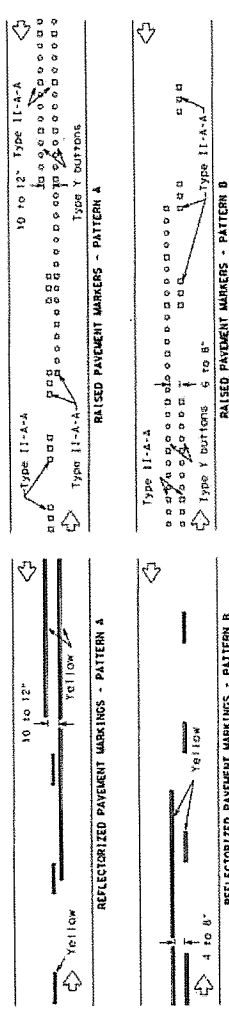
DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. It is the responsibility of the user to verify the accuracy of this standard and to ensure that it is used for its intended purpose. The user shall be responsible for any errors or omissions in this standard or for any consequences resulting from its use.

DATE:
FILED:

SHEET 11 OF 12

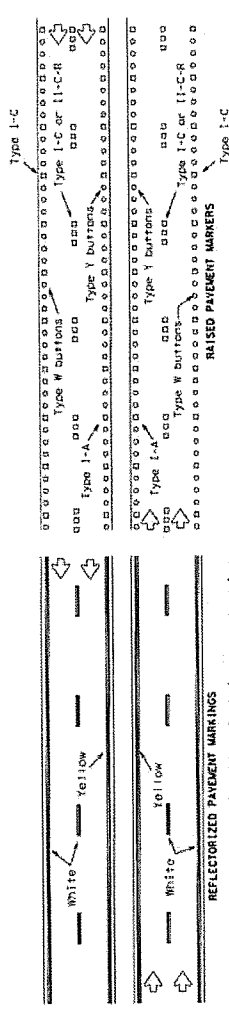
	Traffic Operations Division Standard
BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS	
BC (11) - 14	
FILED: DC-14, 000	REV: 1/2007
(C) TxDOT February 1998	DATE: 1-02-7-13
PROJECT: 11-02 5-14	DATE: 1-02-7-13
BY: []	CHECKED: []
DESIGNED: []	DATE: []

PAVEMENT MARKING PATTERNS



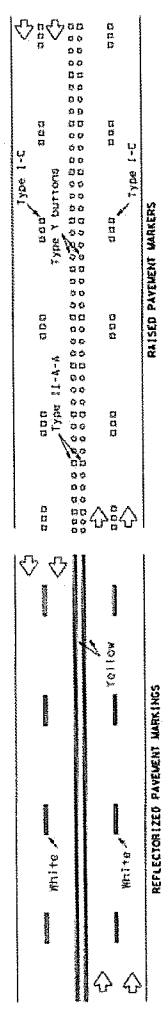
Pattern A is the 1000 Standard, however Pattern B may be used if approved by the Engineer. Reflectorized markings may be substituted for reflectorized pavement markings.

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



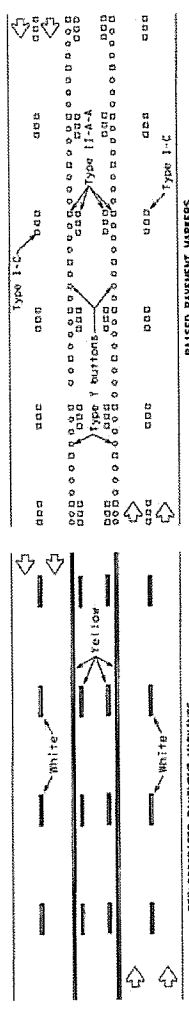
Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS

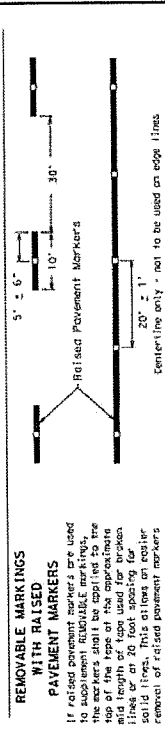
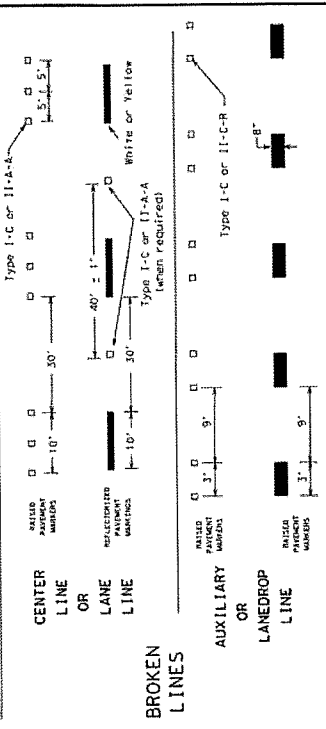
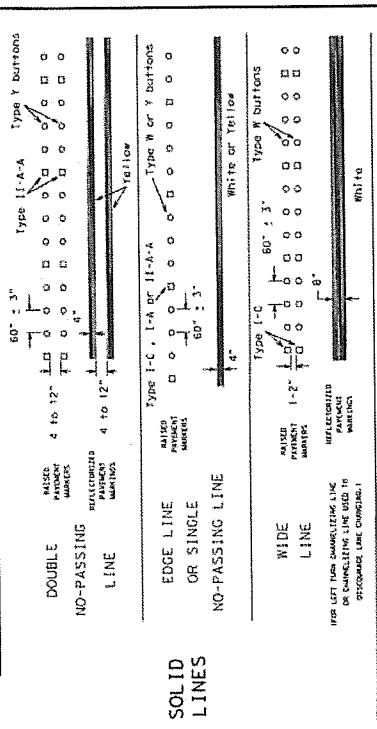


Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE



STANDARD WORK ZONE PAVEMENT MARKING DETAILS



Centerline only - not to be used on edge lines.

SHEET 12 OF 12

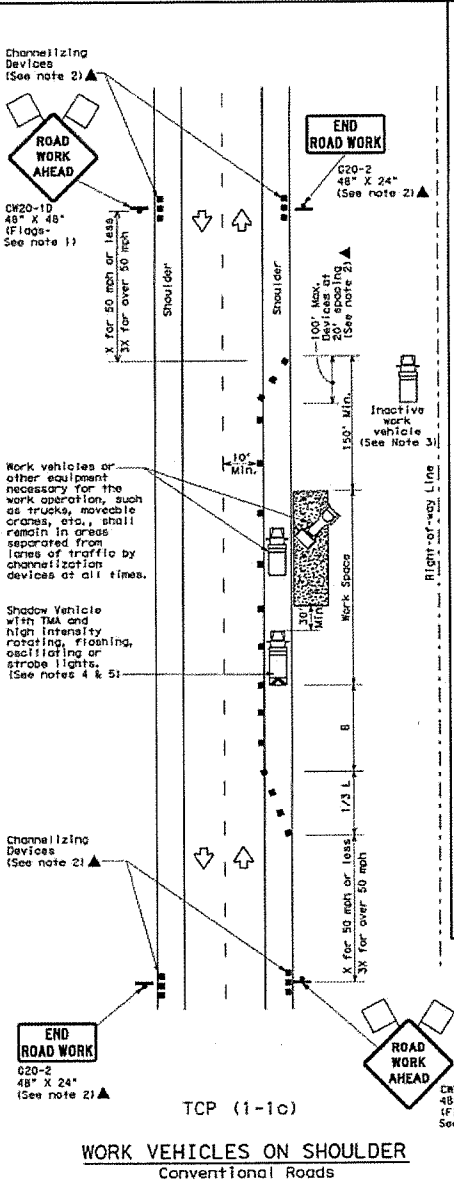
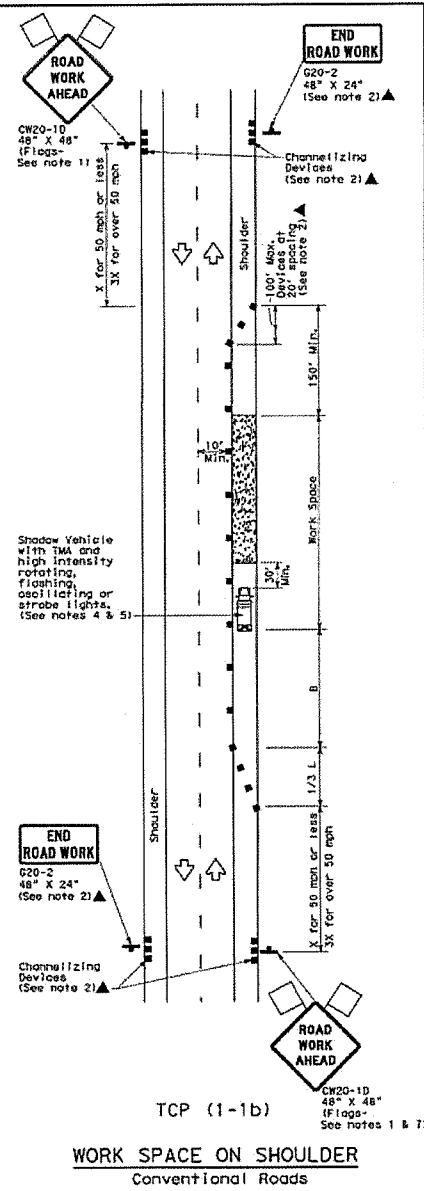
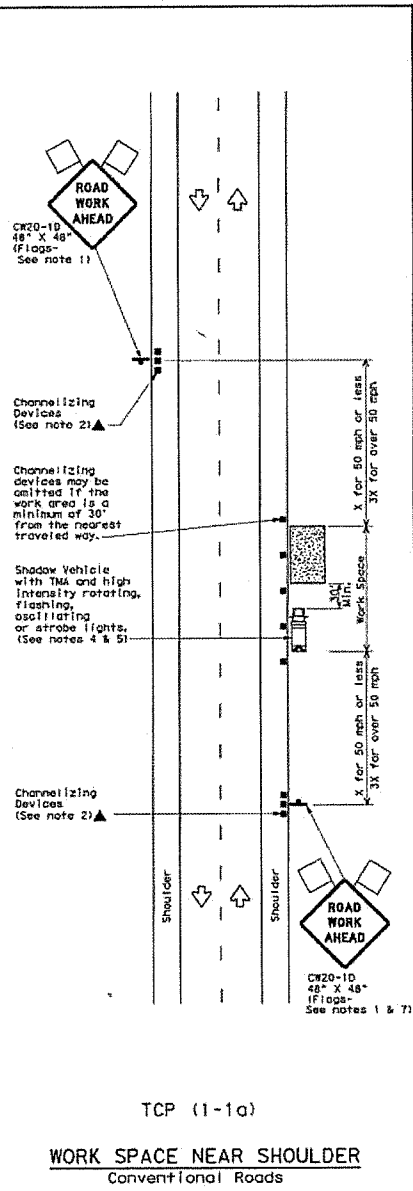
Texas Department of Transportation
 Traffic Operations Standard
BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS
 BC (12) - 14

DATE:	07/13/03	BY:	SC-12-09	REVISED:	07/13/03
FILE:	1-91	9-07	1-03	1-03	1-03
	1-03	1-03	1-03	1-03	1-03

Reflected pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of 1-ken 672 "RAISED PAVEMENT MARKERS."

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

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TCEQ for any purpose whatsoever. TCEQ assumes no responsibility for the correct-ness of this standard or for incorrect results or damage resulting from its use.



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed "S"	Formula	Minimum Desirable Taper Lengths "X"		Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "A"	Suggested Longitudinal Buffer Space "B"	
		10' Offset	11' 12' Offset	On a Taper	On a Tangent			
30	L = WS	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40	L = WS	265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L = WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60	L = WS	600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70	L = WS	700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

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

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spots.
 - See TCEQ-11 for shoulder work on divided highways, expressways and freeways.
 - CR21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
 Traffic Operations Division

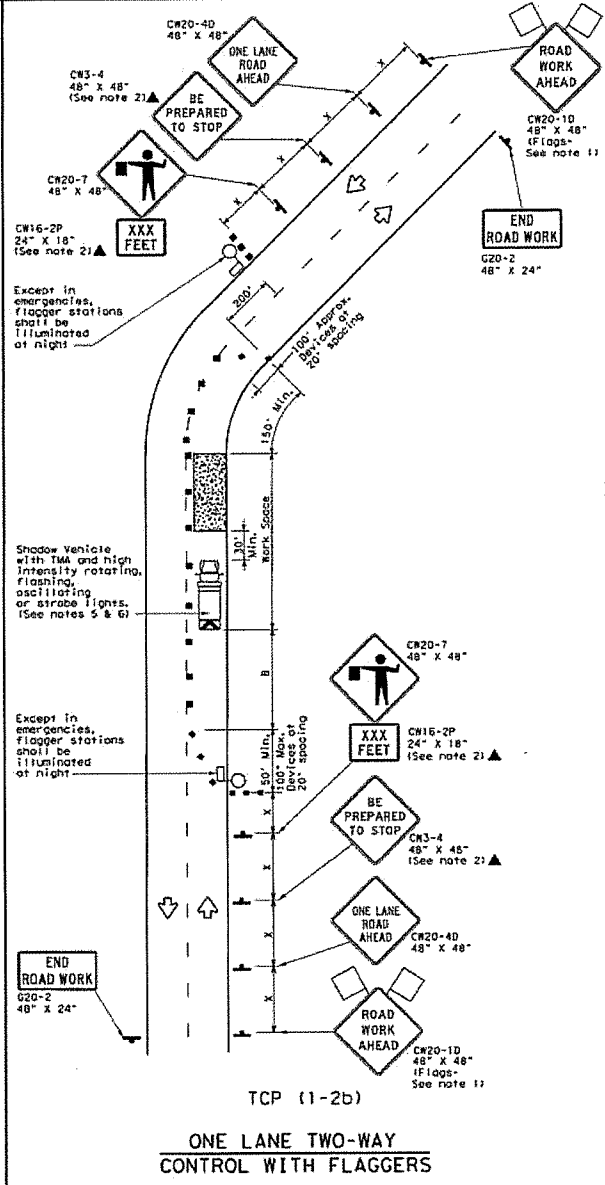
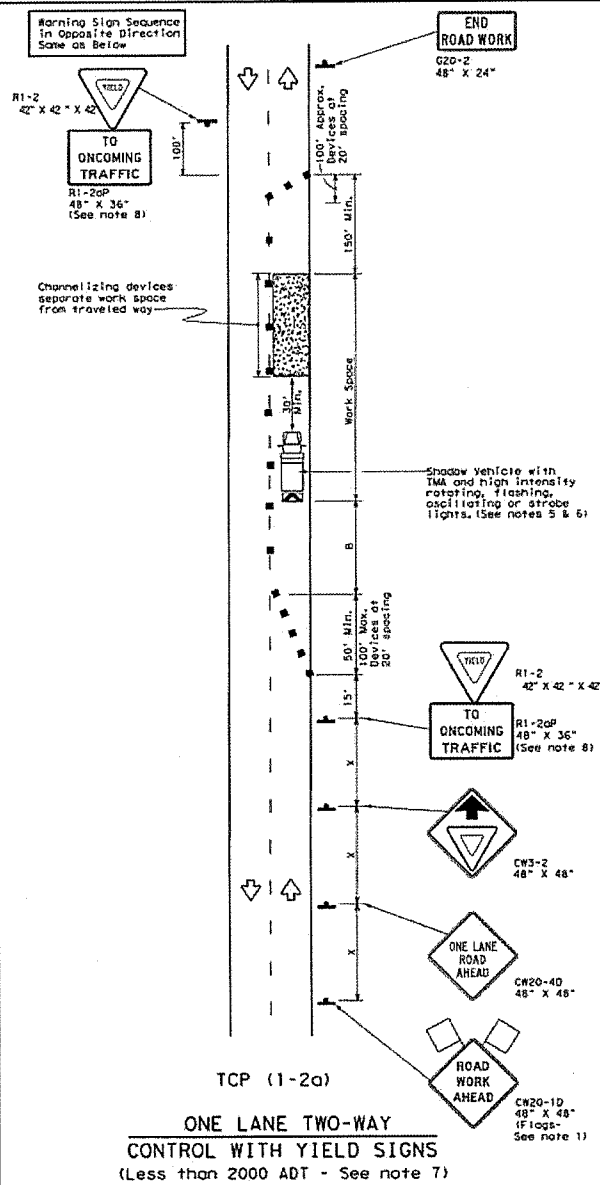
**TRAFFIC CONTROL PLAN
 CONVENTIONAL ROAD
 SHOULDER WORK**

TCP (1-1)-12

REV	DATE	BY	CHKD	APP'D	REVISION
2-94	2-12				
8-95					
1-97					
4-98					

THE USE OF THIS STANDARD IS APPROVED BY THE TEXAS ENGINEERING SOCIETY AS A MINIMUM STANDARD. NO WARRANTY OF ANY KIND IS MADE BY THE BOARD FOR ANY EXCESSIVE INTERFERENCE. THE BOARD ASSUMES NO RESPONSIBILITY FOR THE CONSEQUENCES OF THIS STANDARD OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

DATE: _____
 FILE: _____



LEGEND

	Type 3 Barricade		Channelizing Devices
	Truck Mounted Attenuator (TMA)		Trailer Mounted Flashing Arrow Board
	Sign		Flag
	Truck Mounted Attenuator (TMA)		Traffic Flow
	Trailer Mounted Flashing Arrow Board		Flag

Posted Speed X	Formula	Minimum Desirable Taper Lengths X X	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing X	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	L-S	150' 165' 180'	30' 60'	120'	90'	200'
35	L-S	205' 225' 245'	35' 70'	160'	120'	250'
40	L-S	265' 295' 320'	40' 80'	240'	155'	305'
45	L-S	450' 495' 540'	45' 90'	320'	195'	360'
50	L-S	500' 550' 600'	50' 100'	400'	240'	425'
55	L-S	550' 605' 660'	55' 110'	500'	295'	495'
60	L-S	600' 660' 720'	60' 120'	600'	350'	570'
65	L-S	650' 715' 780'	65' 130'	700'	410'	645'
70	L-S	700' 770' 840'	70' 140'	800'	475'	730'
75	L-S	750' 825' 900'	75' 150'	900'	540'	820'

X Conventional Roads Only
 * Taper lengths have been rounded off.
 L- Length of Taper (FT) S- Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Shadow Vehicle with TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCF (1-2a)

- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 "YIELD" sign with R1-20P "TO ONCOMING TRAFFIC" plaque shall be placed on a support of a 7 foot minimum mounting height.

TCF (1-2b)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
 Traffic Operations Division

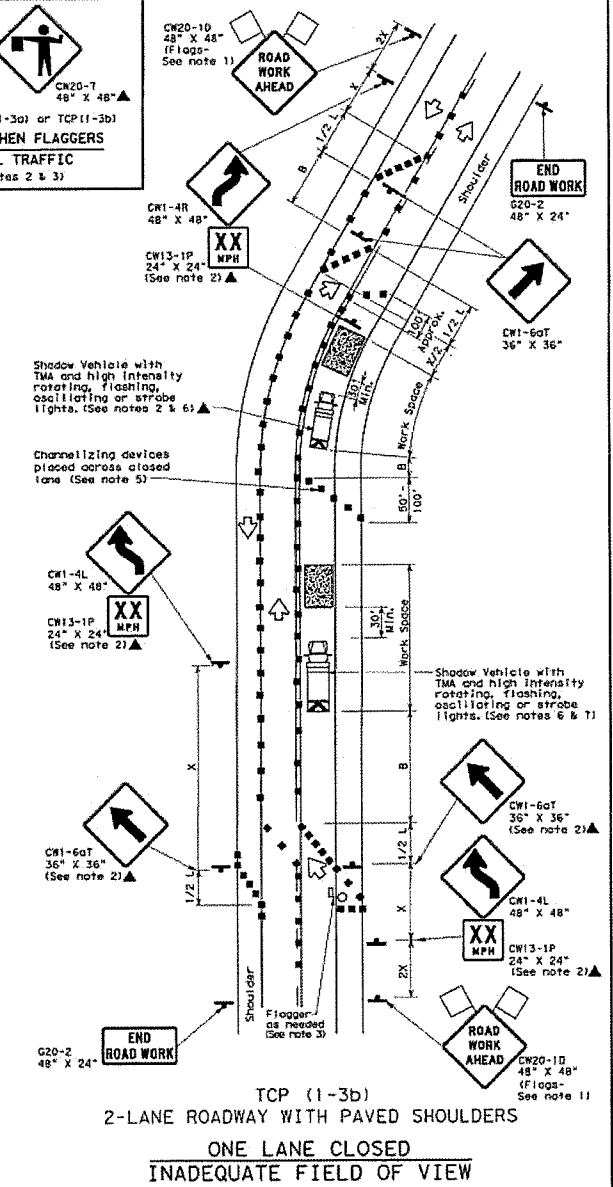
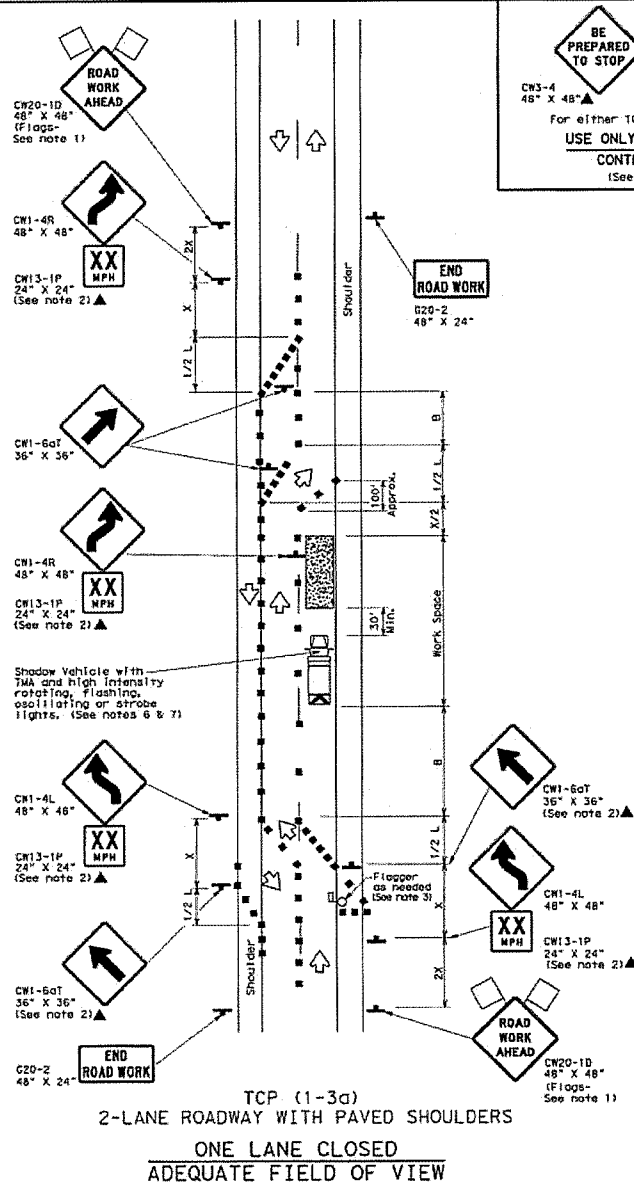
TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCF (1-2) - 12

REVISIONS	DATE	BY	CHKD	APP	REASON
4-90	2-12				
2-94					
4-90					

152

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



LEGEND

	Type 3 Barricade		Channellizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed k	Formula	Minimum Districole Taper Lengths X X		Suggested Maximum Spacing of Channellizing Devices		Minimum Sign Spacing "A"	Suggested Longitudinal Buffer Spacing "B"	
		10'	11'	12'	On a Taper			On a Tangent
30		150'	165'	180'	30'	60'	120'	90'
35	L = WS 60	205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		550'	605'	660'	50'	100'	400'	240'
55	L = WS	600'	660'	720'	55'	110'	500'	295'
60		650'	715'	780'	60'	120'	600'	350'
65		700'	770'	840'	65'	130'	700'	415'
70		750'	825'	900'	70'	140'	800'	475'
75		800'	875'	950'	75'	150'	900'	540'

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

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plan, or for routine maintenance work, when approved by the Engineer.
 - Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
 - DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
 - When the work zone is made up of several work spaces, channellizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channellizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the end of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channellizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
 - Where traffic is directed over a yellow centerline, channellizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
 Traffic Operations Division

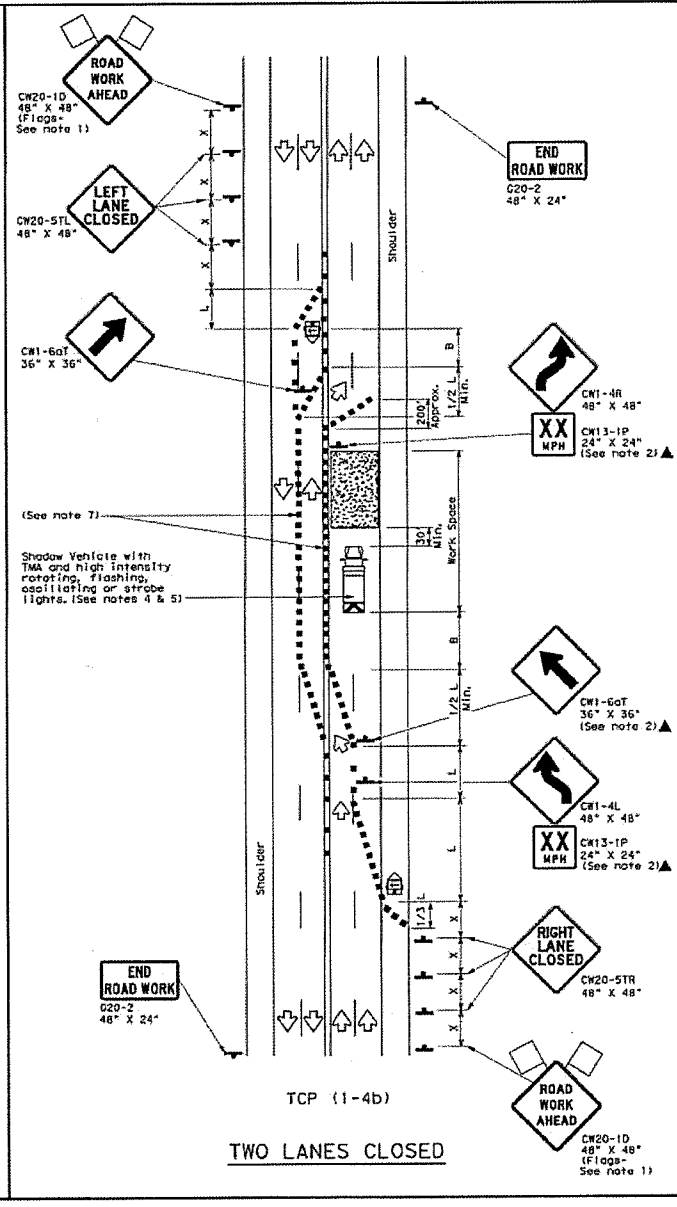
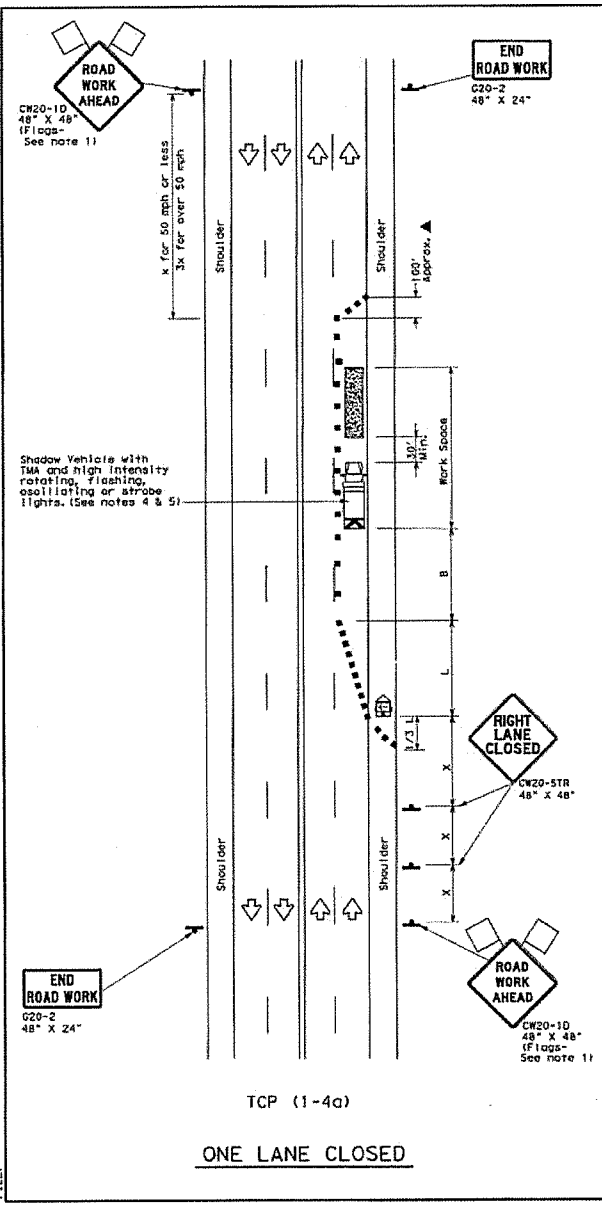
TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON
TWO LANE ROADS

TCR (1-3) - 12

REVISED	DATE	BY	REASON
2-94	2-12		
8-95			
1-99			
4-99			

153

DISCLAIMER: The use of this plan is governed by the terms and conditions of the contract. The contractor shall be responsible for the safety of any person or property and shall assume no responsibility for the safety of any person or property or for incorrect results or damages resulting from its use.



LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed %	Formula	Minimum Desirable Spacing of Taper Lengths %			Suggested Maximum Spacing of Channelizing Devices %		Minimum Spooling Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40	L = WS	265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L = WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60	L = WS	600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70	L = WS	700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

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

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
 - A shadow vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-4a)**
- If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.
- TCP (1-4b)**
- Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

**TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE
CONVENTIONAL ROADS**

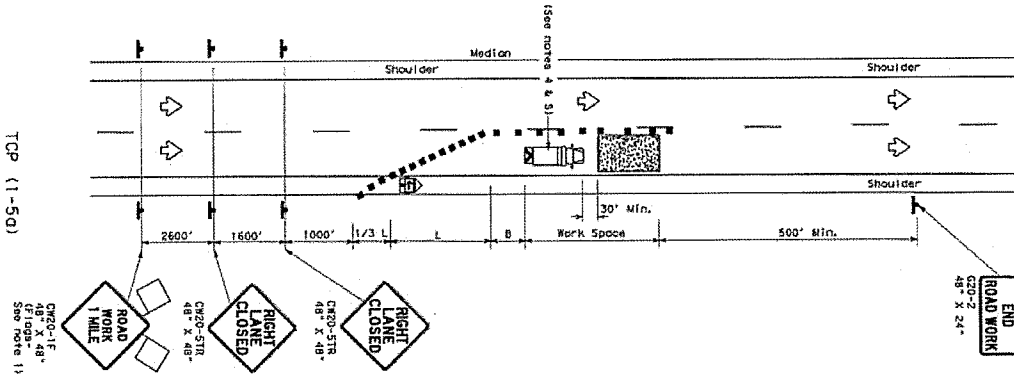
TCP (1-4)-12

DATE: 2-94	REVISIONS:	DATE: 2-12	DATE: 8-92	DATE: 1-91	DATE: 1-90
FILE:					

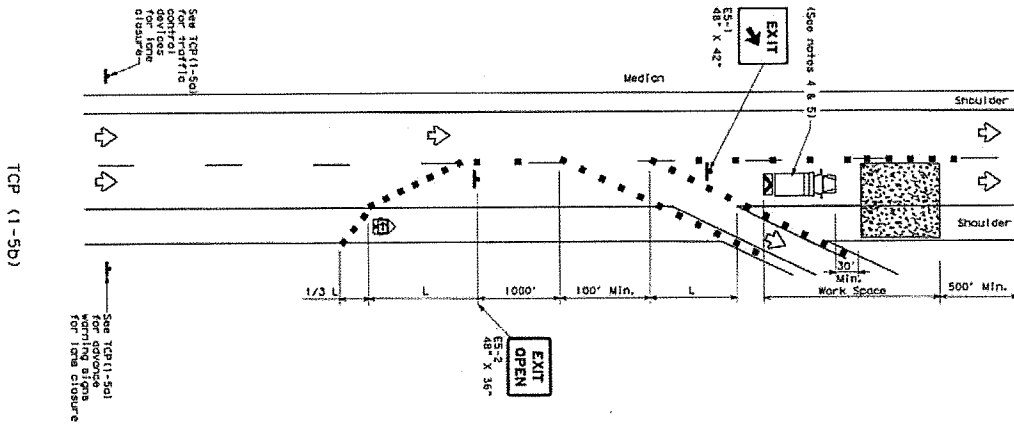
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Professions Act". No warranty of any kind is made by TCEQ for any purpose whatsoever. TCEQ assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

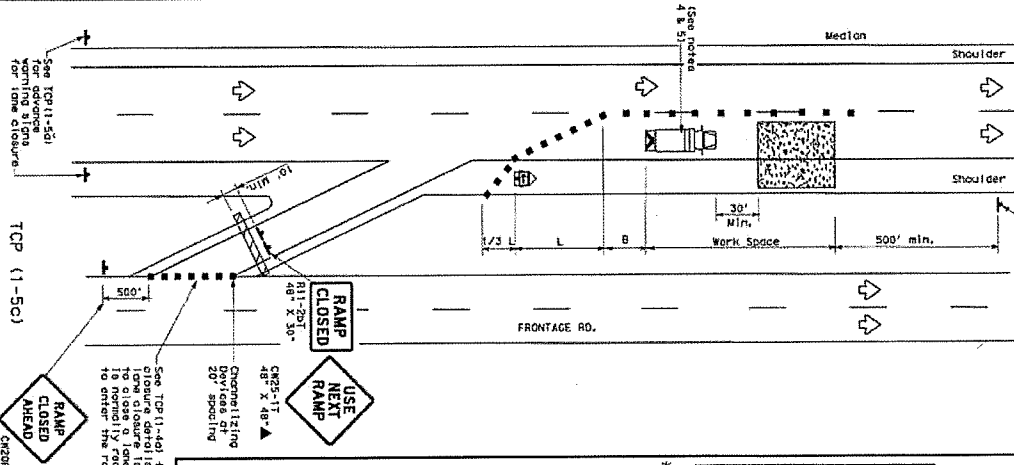
ONE LANE CLOSURE



LANE CLOSURE NEAR EXIT RAMP



LANE CLOSURE NEAR ENTRANCE RAMP



156

Texas Department of Transportation
Traffic Operations Division

**TRAFFIC CONTROL PLAN
LANE CLOSURES FOR
DIVIDED HIGHWAYS**

TCP (1-5)-12

DATE	REVISED	BY	DATE
01/11/02	02/01/02	02/01/02	02/01/02

GENERAL NOTES

1. Signs are to be placed in advance of the work zone.
2. All traffic control devices illustrated are standard, except those denoted with the "F" triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the District.
3. Detouring devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per 80 Standards.
4. Stopped vehicles with 100 and 150 mph speed limit signs should be used on the right side of the road. Signs should be placed in advance of the work zone. In advance of the work zone, a sign should be placed on the right side of the road to advise motorists of the work zone. If workers are no longer present but road or work zone is still closed, a sign should be placed on the right side of the road to advise motorists of the work zone. Signs should be placed on the right side of the road to advise motorists of the work zone.
5. Additional Stopped Vehicles with 100 and 150 mph speed limit signs should be placed on the shoulder or off the speed surface, next to those shown in order to protect a 400' work space.

For construction or maintenance contract work, specific project requirements for stopped vehicles can be found in the project GENERAL NOTES for the project. See 80 Standards, Signs and Markings for details.

TYPICAL USAGE

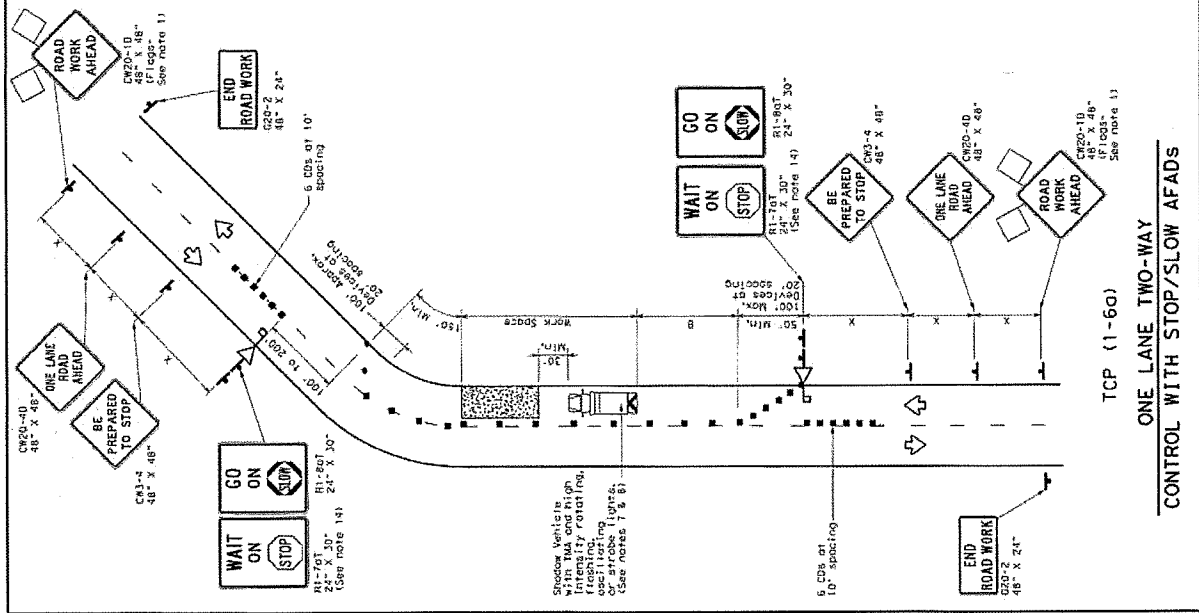
MOBILE	SHORT STATIONARY	INTERMEDIATE STATIONARY	LONG TERM STATIONARY
□	□	□	□

Legend

□	Sign	Flagger
□	Sign	Flagger
□	Sign	Flagger

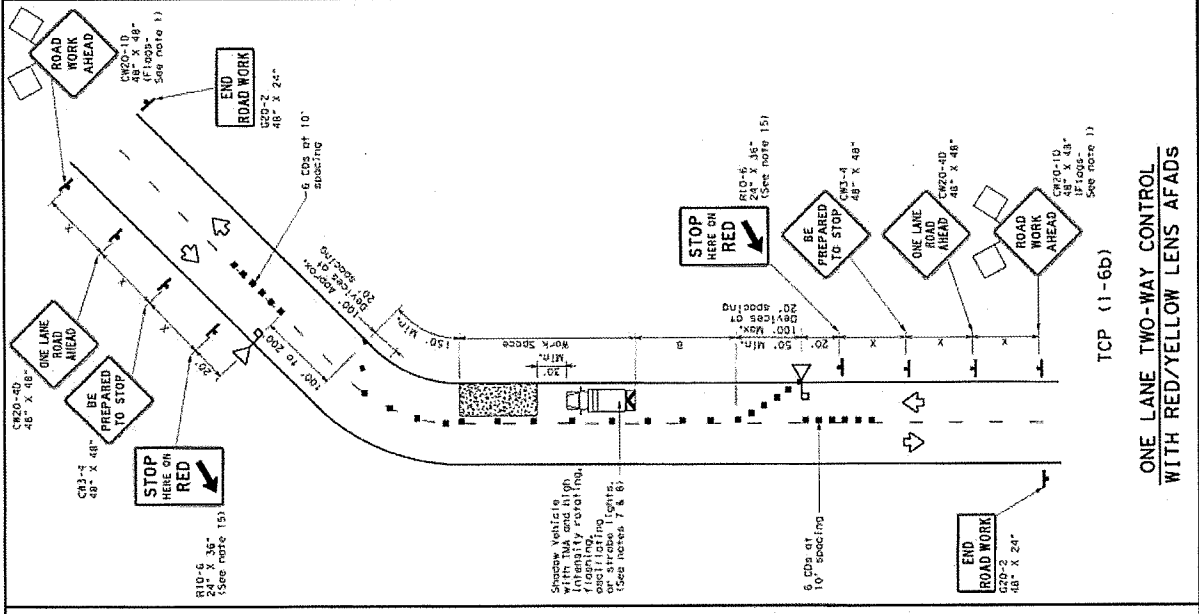
Proposed Formula	Minimum Length	Minimum Spacing	Minimum Spacing	Minimum Spacing
Speed (MPH)	ft	ft	ft	ft
30	10'	11'	12'	120'
35	105'	115'	125'	120'
40	105'	115'	125'	120'
45	105'	115'	125'	120'
50	105'	115'	125'	120'
55	105'	115'	125'	120'
60	105'	115'	125'	120'
65	105'	115'	125'	120'
70	105'	115'	125'	120'
75	105'	115'	125'	120'

DATE: FILE: The use of this report is governed by the Texas Engineering Practice Act. No warranty of any kind is made by the engineer or other persons or for incorrect results or deposits resulting from the use of this report for any purpose whatsoever. The engineer assumes no responsibility for the consequences of any use of this report for any purpose other than that intended.



TCP (1-6C)

ONE LANE TWO-WAY CONTROL WITH STOP/SLOW AFADS



TCP (1-6B)

ONE LANE TWO-WAY CONTROL WITH RED/YELLOW LENS AFADS

LEGEND

■	Channelizing Devices (CDB)
■	Truck Mounted Attenuator (TMA)
▲	Automated Flagger Assistance Device (AFAD)
▲	Mobile Stop (MOS)
▲	Flagger

Posted Sign Size	Forming	Station	Minimum Spacing of Station	Minimum Spacing of Station	Subsequent Spacing	Subsequent Spacing
X	X	X	X	X	X	X
30	10"	10'	17'	60'	120'	90'
35	12"	120'	165'	180'	180'	120'
40	16"	205'	225'	245'	35'	70'
45	20"	265'	295'	320'	40'	80'
50	24"	325'	395'	420'	45'	90'
55	28"	385'	455'	480'	50'	100'
60	32"	445'	515'	540'	55'	110'
65	36"	505'	575'	600'	60'	120'
70	40"	565'	635'	660'	65'	130'
75	44"	625'	695'	720'	70'	140'
		685'	755'	780'	75'	150'
			845'	870'	80'	160'
			905'	930'	85'	170'
			965'	990'	90'	180'
			1025'	1050'	95'	190'
			1085'	1110'	100'	200'

TYPICAL USAGE

MOBILE	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓	✓		

- GENERAL NOTES**
1. AFADs attached to signs where shown are REQUIRED.
 2. AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
 3. Adequate stopping sight distance must be provided to each AFAD location for approaching traffic.
 4. Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
 5. One flagger may operate two AFADs only when the flagger has an unobstructed view of approaching traffic.
 6. When a pilot car or truck is used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
 7. All AFADs shall be equipped with one arm with an orange or fluorescent red-orange light and a red or yellow light.
 8. AFADs shall be used only when the flagger has an unobstructed view of approaching traffic.
 9. AFADs shall be used only when the flagger has an unobstructed view of approaching traffic.
 10. AFADs shall be used only when the flagger has an unobstructed view of approaching traffic.
 11. AFADs shall be used only when the flagger has an unobstructed view of approaching traffic.
 12. AFADs shall be used only when the flagger has an unobstructed view of approaching traffic.
 13. Channelizing devices on the center line may be omitted when a pilot car is used.
 14. The AFAD shall be used only when the flagger has an unobstructed view of approaching traffic.
 15. The AFAD shall be used only when the flagger has an unobstructed view of approaching traffic.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADs)
TCP (1-6) - 12

DATE: FILE: PROJECT: LOCATION: DRAWN BY: CHECKED BY: APPROVED BY: DATE: SCALE: SHEETS: TOTAL SHEETS:

For construction or other work specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502. Please visit the project website for more information.

EXHIBIT "C" OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF EDINBURG, TEXAS

Exhibit "C"

PRELIMINARY MATERIAL COST ESTIMATE
 HIDALGO COUNTY DRAINAGE DISTRICT No. 1
 DRAINAGE DITCH REALIGNMENT - EAST OF JACKSON RD (BTWN SPRAGUE ST. & FREDDY GONZALEZ DR.)
 ESTIMATOR: ELIZA YZAGUIRRE DATE 5/31/16

MATERIAL COST FOR DITCH TO BE RELOCATED					
ITEM No.	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE IN FIGURES	TOTAL EXTENSION IN FIGURES
1	1	EA	JUNCTION BOX	\$ 4,500.00	\$ 4,500.00
2	52	LF	72" RUBBER GASKET RCP (CL III)	\$ 187.50	\$ 9,750.00
3	38	CY	REINFORCED CONCRETE RIP-RAP	\$ 110.00	\$ 4,180.00
4	52	LF	BEDDING AND BACKFILL (57 CY)	\$ 25.97	\$ 1,350.44
				SUBTOTAL:	\$ 19,780.44
				CONTINGENCY (10%)	\$ 1,978.04
				TOTAL:	\$ 21,758.48

AI -58152

14.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted For: Claudette Guerrero

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Change Order No. 3 in connection with "Pct.4 Hoehn Road and Drainage Improvement" project (C# HCDD1-15-009-07-22A) reflecting a credit in the amount of (\$82,331.00) from contracted vendor, Texas Cordia Construction, LLC, and as recommended by project engineer, DOS Logistics, Inc., subject to compliance with HB1295 if and when applicable; with authority to execute document.

BACKGROUND

PO# 627645

2013 Bonds:

Pct.4 Rural Drainage Development

Project Engineer: DOS Logistics, Inc.

Fiscal Impact

Attachments

Ch Ord 3 -

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Moises Salazar		Started On: 01/20/2017 10:00 AM
Final Approval Date: 01/20/2017		



CHANGE ORDER NO. 3

Project: PCT. 4 HOEHN ROAD AND DRAINAGE IMPROVEMENTS
 DATE OF ISSUANCE: 12/23/2016 EFFECTIVE DATE: _____
 OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 OWNER'S CONTRACT NO: HCDD1-15-009-07-22A
 CONTRACTOR: Texas Cordia Construction, LLC ENGINEER: Dos Logistics, Inc.
3149-A Center Pointe Drive 1002 East Exp. 83
Edinburg, Texas 78539 Weslaco, TX 78596

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

- Description:
1. Proposed Work is to cap and fill existing manholes on center of road.
 2. Traffic Control (2 - Additional Months)
 3. Cement Stabilized Backfill
 4. Cut & Restore Asphalt Pavement
 5. Small Rdsd Sign Salvage (Remove & Relocate)
 6. Reflectorized Pavement Markings (Ty 2)(Yellow)
 7. Bio-Erosion Control Logs (12" Diam) Install & Remove
 8. Inlet Ty "C"
 9. Inlet Ty "CC"
 10. 60" Reinforced Concrete Headwall
 11. J-08 Mon Mack Rip Rap
 12. Removal Of Rcp Culvert Per Rfi #29 Emailed

- Reason for Change Order:
1. Change was requested by engineer/owner
 2. Decrease quantities not installed or completed
 3. RFI #29 Email attached

Attachments: A

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 1,078,315.00		Substantial Completion:	<u>180</u> calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	<u>232</u> calendar days
\$ 257,088.00		Contract Time prior to this Change Order	
Contract Price prior to this Change Order		Substantial Completion:	<u>412</u> calendar days or dates
\$ 1,335,403.00		Net Increase(decrease) of this Change Order	<u>3</u> calendar days
Net Increase(decrease) of this Change Order		Contract Time with all approved Change Orders	
\$ (82,331.00)		Substantial Completion:	<u>415</u> calendar days or dates
Contract Price with all approved Change Orders	Net % increase(decrease)from original contract price.		
\$ 1,253,072.00	<u>16.21 %</u>		

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: 1/17/17

Date: _____

Date: 12/27/16

ATTACHMENT A

Change Order No. 3

PROJECT: PCT. 4 HOEHN ROAD AND DRAINAGE IMPROVEMENTS

No.	Description	Unit Price	Qty	Unit	Amount
1	CAP AND FILL EXISTING MANHOLES ON CENTER ROAD	\$ 950.00	4	EA	\$3,800.00
2	ADDITIONAL MONTH OF TRAFFIC CONTROL	\$ 750.00	2	MO	\$1,500.00
3	CEMENT STABILIZED BACKFILL	\$ 26.00	(632)	CY	-\$16,432.00
4	CUT & RESTORE ASPHALT PAVEMENT	\$ 75.00	(63)	SY	-\$4,725.00
5	SMALL RDS SIGN SALVAGE (REMOVE & RELOCATE)	\$ 250.00	(5)	EA	-\$1,250.00
6	REFLECTORIZED PAVEMENT MARKINGS (TY 2)(YELLOW)	\$ 1.00	(527)	LF	-\$527.00
7	BIO-EROSION CONTROL LOGS (12" DIAM) INSTALL & REMOVE	\$ 4.00	(200)	LF	-\$800.00
8	INLET TY "C"	\$ 2,600.00	(9)	EA	-\$23,400.00
9	INLET TY "CC"	\$ 4,100.00	(6)	EA	-\$24,600.00
10	60" REINFORCED CONCRETE HEADWALL	\$ 5,000.00	(1)	EA	-\$5,000.00
11	J-08 MON MACK RIP RAP	\$ 11,547.00	(1)	LS	-\$11,547.00
12	REMOVAL OF RCP CULVERT PER RFI #29	\$ 650.00	1	LS	\$650.00
GRAND TOTAL:					-\$82,331.00

Ruben

From: Raul Segin <raul.segin@hcdd1.org>
Sent: Tuesday, August 16, 2016 1:16 PM
To: Ruben; Juan Gamez; Hector Cantu
Cc: Jesse Alvarez; Lydia Rodriguez; Noe Saldivar; Jorge Gonzalez; nora cavazos; isaac@texascordia.com; Eliza Yzaguirre; Yara M. Corbitt, P. E
Subject: Re: Hoehn Improvements - RFI 29 RCP Culvert @ Monte Cristo

Ruben I have contacted Txdot on the reference pipe and they are conducting a field assessment to determine if it can be removed. We believe it can but we have to allow Txdot to opine on the matter before we can move on it. We will notify you by day's end what feedback we receive from Txdot.

Mr. Gamez once we confirm with Txdot that the pipe is not needed we will notify you and you will prepare the change order for the work.

Any questions, please advise.

Thank you.

Raul E. Segin, PE, CFM
HCDD 1 General Manager
Sent from my iPhone

On Aug 16, 2016, at 12:31 PM, Ruben <ruben@texascordia.com> wrote:

Eliza

TCC has estimated cost of \$650 for removal of existing pipe including backfill and compaction. Hidalgo County is to dispose of pipe.

Thank you,

Ruben Flores
Project Controls – Texas Cordia Construction

3149-A Center Pointe Dr., Edinburg, TX 78539
O: (956) 627-6181 / M: (956) 624-8453
Fax: (956) 386-0289
ruben@texascordia.com

AI -58145

15.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Right of Entry request from TxDot: Goodwin Lot 43 & West Sharyland Lot 41-1.

BACKGROUND

Fiscal Impact

Attachments

Txdot ROE Request

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Jaime Salazar		Started On: 01/19/2017 05:35 PM
Final Approval Date: 01/20/2017		



RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 03 2017

2:00 AM (PM)

BY: mf

ATKINS

Request for Right-of-Entry

12/27/2016

TxDOT Project Name: FM 676 (Mile 5 N Rd.)
CSJ: 1064-01-032

HIDALGO CNTY DRAINAGE DIST #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

Tract Description: GOODWIN #3A S230' IN D/D R/O/W LOT 43 3.42AC NET
County: Hidalgo
County Tax ID: 458479

Atkins North America, Inc., representing The Texas Department of Transportation (TxDOT), is currently performing topographic surveys, environmental studies/investigations, and utility mapping along the following cross streets (Moorefield Rd., Inspiration Rd., Los Ebanos Rd., Troser Rd, SH 364/La Homa Rd.) of FM 676 (Mile 5 N Rd.) in Hidalgo County, Texas. We request your permission to allow our field crews access to your property to perform these surveys. This may require more than one visit by our field crew. Due to time considerations, your earliest reply would be greatly appreciated. If this property has been sold, please provide the name and address of the new owner. If there are any lessors or tenants on the property that should be contacted, please fill out the form below. If you have access to a fax machine, we would appreciate you faxing us a copy of your signed authorization at 512-327-2453 before mailing the original. We have also enclosed a copy of this letter for you to keep for your records.

If you have any questions, please feel free to call me at 512-582-4945. After completing this form, please return it me in the enclosed self-addressed, stamped envelope.

Thank you for your assistance.

Sincerely,

EHall

Elizabeth Hall
Project Assistant



RECEIVED
ATKINS

Solicitar Acceso a Propiedad Privada

12/27/2016

TxDOT Project Name: FM 676 (Mile 5 N Rd.)
CSJ: 1064-01-032

HIDALGO CNTY DRAINAGE DIST #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

Tract Description: GOODWIN #3A S230' IN D/D R/O/W LOT 43 3.42AC NET
County: Hidalgo
County Tax ID: 458479

Atkins North America, Inc., representando al Departamento de Transporte de Texas (TxDOT, por sus siglas en inglés), estará reclutando datos de topografía, haciendo estudios e investigaciones ambientales así como recaudando datos para crear un mapa con los servicios públicos en las calles que cruzan con la Mile 5 N Rd; (Moorefield Rd., Inspiration Rd., Los Ebanos Rd., Trospen Rd, SH 364/La Homa Rd). en el Condado de Hidalgo, Texas. Estamos pidiendo su permiso para que nuestro equipo reuniendo los datos pueda entrar a su propiedad. También avisándoles que el equipo puede necesitar acceso más de una vez a dicha propiedad en caso de ser necesario. Les agradecemos que nos mande la hoja firmada lo más pronto posible para evitar retrasos en el proyecto y poder coordinar las visitas con el dueño de la propiedad. Favor de proporcionarnos el nombre y domicilio del nuevo dueño en caso que la propiedad haya sido vendida y usted no sea el dueño actual. Si la propiedad está habitada por inquilinos, favor de llenar la forma adjunto con esta carta para poder avisarles a los dueños de las actividades que nuestro grupo estará llevando a cabo. Les agradeceríamos si nos mandan la autorización firmada por fax lo más pronto posible al 512-327-2453 y después mandar la original por correo. Pueden encontrar una copia de esta misma carta en el sobre que recibió para sus archivos.

Si tiene preguntas, con toda confianza pueden llamarme al 512-582-4945.

Después de firmar la autorización, favor de mandarla en el sobre remitente dentro del sobre recibido.

Gracias por su ayuda y autorización.

Sinceramente,

A handwritten signature in blue ink that reads "EHall".

Elizabeth Hall
Asistente de Proyecto

ACCEPTANCE OF ENTRY TO PROPERTY

Permission is hereby granted to enter my property to perform topographic surveys, environmental studies/investigations, and utility mapping along my property that faces one the following cross streets (Moorefield Rd., Inspiration Rd., Los Ebanos Rd., Trooper Rd, SH 364/La Homa Rd.) of FM 676 (Mile 5 N Rd.) in Hidalgo County. I understand that Atkins North America, Inc. will repair and restore or pay the cost of repairing and restoring any property damaged as a result of the survey activities conducted upon my property. Any damage requests must be submitted in writing by me to Atkins North America, Inc. within 30 calendar days of date of occurrence to:

Atkins North America, Inc.
Attn: Elizabeth Hall
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730

Owner's
Signature _____ Date _____

HIDALGO CNTY DRAINAGE DIST #1
Tract Description: GOODWIN #3A S230' IN D/D R/O/W LOT 43 3.42AC NET
County: Hidalgo
County Tax ID: 458479

Special Comments, Instructions, Lessors or Tenants Names, Address and Phone Number:

AUTORIZACION DE ACCESO A PROPIEDAD PRIVADA

Yo, como dueño, otorgo permiso para entrar a mi propiedad para que se lleven a cabo las actividades de topografía, estudios y/o investigaciones ambientales y recaudar datos para crear el mapa con los servicios públicos en las siguiente calles que cruzan con la calle Mile 5 N Rd; (Moorefield Rd., Inspiration Rd., Los Ebanos Rd., Trosper Rd, SH 364/La Homa Rd). en el Condado de Hidalgo, Texas. Yo entiendo que Atkins North America, Inc. reparara, restaurara y/o cubrirá todos los gastos de daños que su equipo haga en la propiedad. Es mi responsabilidad mandar por escrito cualquier petición de reparación de daños dentro de los 30 días de la fecha que ocurran a Atkins North America, Inc. La petición se enviara a:

Atkins North America, Inc.
Attn: Elizabeth Hall
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730

Firma _____
de Dueño(s) _____ Fecha _____

HIDALGO CNTY DRAINAGE DIST #1
Tract Description: GOODWIN #3A S230' IN D/D R/O/W LOT 43 3.42AC NET
County: Hidalgo
County Tax ID: 458479

Comentarios, Instrucciones, Nombres de Inquilinos, Domicilio y Numero de Telefono:



RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 03 2017

2:00 AM PM

BY: *[Signature]*

ATKINS

Request for Right-of-Entry

12/27/2016

TxDOT Project Name: FM 676 (Mile 5 N Rd.)
CSJ: 1064-01-032

HIDALGO CNTY DRAINAGE DIST #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

Tract Description: WEST ADDN TO SHARYLAND E120'-N427.48' & N230'-S892.52' LOT 41-1
7.10AC GR 6.99AC NET

County: Hidalgo
County Tax ID: 458096

Atkins North America, Inc., representing The Texas Department of Transportation (TxDOT), is currently performing topographic surveys, environmental studies/investigations, and utility mapping along the following cross streets (Moorefield Rd., Inspiration Rd., Los Ebanos Rd., Troser Rd, SH 364/La Homa Rd.) of FM 676 (Mile 5 N Rd.) in Hidalgo County, Texas. We request your permission to allow our field crews access to your property to perform these surveys. This may require more than one visit by our field crew. Due to time considerations, your earliest reply would be greatly appreciated. If this property has been sold, please provide the name and address of the new owner. If there are any lessors or tenants on the property that should be contacted, please fill out the form below. If you have access to a fax machine, we would appreciate you faxing us a copy of your signed authorization at 512-327-2453 before mailing the original. We have also enclosed a copy of this letter for you to keep for your records.

If you have any questions, please feel free to call me at 512-582-4945. After completing this form, please return it me in the enclosed self-addressed, stamped envelope.

Thank you for your assistance.

Sincerely,

EHall

Elizabeth Hall
Project Assistant

RECEIVED
HIDALGO COUNTY
CLERK'S OFFICE

HIDALGO CNTY DRAINAGE DIST #1

2

12/27/2016

Solicitar Acceso a Propiedad Privada

12/27/2016

TxDOT Project Name: FM 676 (Mile 5 N Rd.)
CSJ: 1064-01-032

HIDALGO CNTY DRAINAGE DIST #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

Tract Description: WEST ADDN TO SHARYLAND E120'-N427.48' & N230'-S892.52' LOT 41-1
7.10AC GR 6.99AC NET
County: Hidalgo
County Tax ID: 458096

Atkins North America, Inc., representando al Departamento de Transporte de Texas (TxDOT, por sus siglas en inglés), estará reclutando datos de topografía, haciendo estudios e investigaciones ambientales así como recaudando datos para crear un mapa con los servicios públicos en las calles que cruzan con la Mile 5 N Rd; (Moorefield Rd., Inspiration Rd., Los Ebanos Rd., Trospen Rd, SH 364/La Homa Rd). en el Condado de Hidalgo, Texas. Estamos pidiendo su permiso para que nuestro equipo reuniendo los datos pueda entrar a su propiedad. También avisándoles que el equipo puede necesitar acceso más de una vez a dicha propiedad en caso de ser necesario. Les agradecemos que nos mande la hoja firmada lo más pronto posible para evitar retrasos en el proyecto y poder coordinar las visitas con el dueño de la propiedad. Favor de proporcionarnos el nombre y domicilio del nuevo dueño en caso que la propiedad haya sido vendida y usted no sea el dueño actual. Si la propiedad está habitada por inquilinos, favor de llenar la forma adjunto con esta carta para poder avisarles a los dueños de las actividades que nuestro grupo estará llevando acabo. Les agradeceríamos si nos mandan la autorización firmada por fax lo más pronto posible al 512-327-2453 y después mandar la original por correo. Pueden encontrar una copia de esta misma carta en el sobre que recibió para sus archivos.

Si tiene preguntas, con toda confianza pueden llamarme al 512-582-4945.

Después de firmar la autorización, favor de mandarla en el sobre remitente dentro del sobre recibido.

Gracias por su ayuda y autorización.

Sinceramente,



Elizabeth Hall
Asistente de Proyecto

ACCEPTANCE OF ENTRY TO PROPERTY

Permission is hereby granted to enter my property to perform topographic surveys, environmental studies/investigations, and utility mapping along my property that faces one the following cross streets (Moorefield Rd., Inspiration Rd., Los Ebanos Rd., Troser Rd, SH 364/La Homa Rd.) of FM 676 (Mile 5 N Rd.) in Hidalgo County. I understand that Atkins North America, Inc. will repair and restore or pay the cost of repairing and restoring any property damaged as a result of the survey activities conducted upon my property. Any damage requests must be submitted in writing by me to Atkins North America, Inc. within 30 calendar days of date of occurrence to:

Atkins North America, Inc.
Attn: Elizabeth Hall
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730

Owner's
Signature _____ Date _____

HIDALGO CNTY DRAINAGE DIST #1
Tract Description: WEST ADDN TO SHARYLAND E120'-N427.48' & N230'-S892.52' LOT 41-1
7.10AC GR 6.99AC NET
County: Hidalgo
County Tax ID: 458096

Special Comments, Instructions, Lessors or Tenants Names, Address and Phone Number:

AUTORIZACION DE ACCESO A PROPIEDAD PRIVADA

Yo, como dueño, otorgo permiso para entrar a mi propiedad para que se lleven a cabo las actividades de topografía, estudios y/o investigaciones ambientales y recaudar datos para crear el mapa con los servicios públicos en las siguiente calles que cruzan con la calle Mile 5 N Rd; (Moorefield Rd., Inspiration Rd., Los Ebanos Rd., Trosper Rd, SH 364/La Homa Rd). en el Condado de Hidalgo, Texas. Yo entiendo que Atkins North America, Inc. reparara, restaurara y/o cubrirá todos los gastos de daños que su equipo haga en la propiedad. Es mi responsabilidad mandar por escrito cualquier petición de reparación de daños dentro de los 30 días de la fecha que ocurran a Atkins North America, Inc. La petición se enviara a:

Atkins North America, Inc.
Attn: Elizabeth Hall
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730

Firma _____
de Dueño(s) _____ Fecha _____

HIDALGO CNTY DRAINAGE DIST #1
Tract Description: WEST ADDN TO SHARYLAND E120'-N427.48' & N230'-S892.52' LOT 41-1
7.10AC GR 6.99AC NET
County: Hidalgo
County Tax ID: 458096

Comentarios, Instrucciones, Nombres de Inquilinos, Domicilio y Numero de Telefono:

AI -58150

16.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

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, Chapter 262.024 (a)(7)-"items for which competition is precluded because of existence of patents, copyrights, secret process or monopolies" in connection with ESRI Products, Software Maintenance, Technical Support, and Software Updates/Upgrades with Environmental Systems Research Institute, Inc. (ESRI).

B.) Approval of "Sole Source Declaration" for ESRI Products, Software Maintenance, Technical Support, and Software Updates/Upgrades with authority to purchase one ArcGIS Desktop Advanced Single Use License Agreement with Environmental Systems Research Institute, Inc. (ESRI) in the total amount of \$9,900.00 with authority to execute document.

BACKGROUND

Fiscal Impact

Attachments

Sole Source Memo

Letter from ESRI

Quote

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

01/20/2017 05:46 PM

Form Started By: Moises Salazar

Started On: 01/20/2017 09:19 AM

Final Approval Date: 01/20/2017



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board


JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: HCDD1 Board of Directors

FROM: Moises Salazar, Procurement Manager 

DATE: January 24, 2017

RE: "Sole Source Declaration"- Environmental Systems Research Institute, Inc. (ESRI)

Hidalgo County Drainage District No. 1 is in need to purchase one software license for the ESRI product, ArcGIS Desktop Advanced Single Use License, in order to efficiently continue performing the duties, responsibilities, and obligations related to geographical data.

ESRI products are unique in the industry and can only be obtained from ESRI. The Drainage District has other ESRI products licenses already in place, purchased through a previously awarded DIR contract with ESRI. Although, ESRI is no longer participating with DIR awarded contracts, the purchase of additional software from ESRI is needed to continue compatibility to software already in place.

Therefore, ESRI, as owner and manufacturer of ESRI products is the sole source provider for purchases of needed ESRI products.

Thus, the purchase of ESRI products from the Sole Source Vendor, ESRI, is required so as to continue efficient productivity in the Drainage District, and will remain in effect through the life term of the equipment, software, hardware, maintenance and support services, unless otherwise revoked by the HCDD1 Board of Directors.



SOLE SOURCE LETTER
Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: June 8, 2016

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of software maintenance (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Desktop & Extensions Subscription (Basic, Advanced, Standard)
- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Business Analyst Server
- Esri Community Analyst
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Esri Services Packages
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, *excluding those listed above*, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.



Jackie Ricks



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
 380 New York Street
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 01/13/2017 To: 04/13/2017

Quotation # 20500561

Date: January 13, 2017

Customer # 316928 Contract #

Hidalgo County Drainage District 1
 902 N Doolittle
 Edinburg, TX 78541

ATTENTION: Mike Kanto
 PHONE: 956-292-7080
 FAX: (956) 292-7089

Material	Qty	Description	Unit Price	Total
122086	1	ArcGIS Desktop Advanced Single Use License	9,900.00	9,900.00
			Item Total:	9,900.00
			Subtotal:	9,900.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$9,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Shane DePinto **Email:** sdepinto@esri.com **Phone:** (909) 793-2853 x8282

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND ONLINE SERVICES DISCLAIMER

Data and Online Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

DELIVERY

FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.



SOLE SOURCE LETTER
Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: June 8, 2016

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of software maintenance (technical support plus Esri software updates/upgrades) for Esri products.

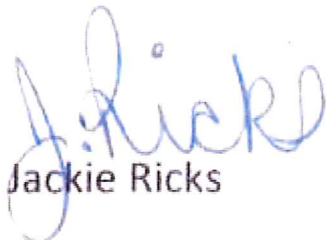
Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Desktop & Extensions Subscription (Basic, Advanced, Standard)
- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Business Analyst Server
- Esri Community Analyst
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Esri Services Packages
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, *excluding those listed above*, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.


Jackie Ricks

AI -58147

17.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of First Amendment to Inter Local Agreement by and between Hidalgo County Drainage District No.1 and Hidalgo County Urban County Program as it relates to Alberta Drain Project.

BACKGROUND

Fiscal Impact

Attachments

First Amendment

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

01/20/2017 05:46 PM

Form Started By: Jaime Salazar

Started On: 01/19/2017 05:57 PM

Final Approval Date: 01/20/2017

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

This First Amendment to Agreement is made this _____ day of _____, 2017 by and between Hidalgo County, Texas acting by and through its Hidalgo County Urban County Program (the "County") and Hidalgo County Drainage District No. 1 (the "District");

WHEREAS, County and District entered into that certain Interlocal Cooperation Agreement dated November 10, 2016 (the "Agreement") for improvement of the Alberta Drain; and

WHEREAS, the parties have now determined to amend the Agreement due to an increase in material costs.

NOW THEREFORE, for and in consideration of the increase of the material costs, County and District hereby mutually agree to the following Amendment to the Agreement:

1. Numbered paragraph 2 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

District shall contribute materials with a value of \$189,000.00 and the sum of Three Hundred Twenty One Thousand Thirteen and 46 one hundredths Dollars (\$321, 013.46) to Urban County.

2. Except as modified herein, all terms and condition of the Agreement, as amended, remain in full force and effect. County and District ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By: _____
Ramon Garcia, Chairman of the Board

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

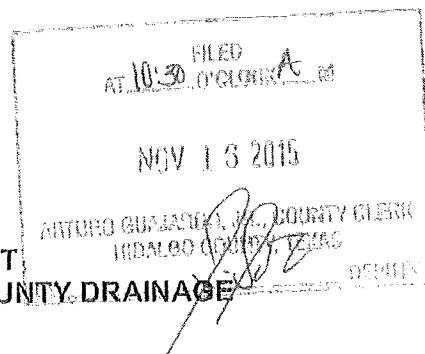
ATTEST:

Arturo Guajardo, Jr. County Clerk

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

By: _____
Stephen L. Crain

STATE OF TEXAS §
COUNTY OF HIDALGO §



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

This Agreement is made on this the 10th day of November, 2015, by and between Hidalgo County acting by and through its Hidalgo County Urban County Program, hereinafter referred to as "Urban County", Precinct 4 of Hidalgo County hereinafter referred to as "Precinct 4" and Hidalgo County Drainage District No. 1, hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, Urban County received a Texas Community Development Program Grant from the Texas General Land Office for non-housing assistance a portion of which will be utilized for the Alberta Drain project (the "Project") which will benefit drainage needs of Owassa Acres, Brenda Estates, Tejano Estates No. 1, El Charro No. 2, Rincon Del Valle No. 3 and Ricon del Valle No. 4 all being subdivisions in Hidalgo County, Texas (collectively the "Subdivisions");

WHEREAS, the Project will consist of installation of new drainage structures (inlets, manholes, junction boxes and pipe network) for the Subdivisions along with a new ditch to be excavated to detain and transport storm water that is collected from the drainage pipe network to be constructed as part of the Project along with utility adjustments and pavement repair in addition to a "stub out" to allow for a future connection of drainage improvements for Alberta Drain Phase II; and

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

NOW, THEREFORE, Urban County, Hidalgo County Precinct 4 and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Urban County agrees to perform through a third party contractor construction of a drainage system consisting of inlets, manholes, junction boxes and pipe network benefiting the Subdivisions and a new drainage ditch to detain and transport storm water that is collected from such drainage pipe network in accordance with plans and specifications prepared by engineer Noe Saldivar, P.E.

2. District shall contribute materials with a value of \$189,000.00 and the sum of One Hundred Seventy Eight Thousand Four Hundred Fifty Two and 46 one hundredths Dollars (\$178,452.46) to Urban County.
3. Precinct 4 of Hidalgo County shall contribute labor and equipment to install certain pipe for the piping network as part of the Project.
4. Urban County will advertise for bids for construction of the Project and shall be responsible for the payment of the third party contractor for construction of the Project.
5. The District makes no warranties, express or implied, under this Agreement or otherwise in connection with the Project as described above.
6. Urban County agrees to conduct and perform, at its sole cost and expense, any and all other requirements of the Project and agrees to the extent allowed by law, to indemnify and hold District harmless from any claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such other requirements of the Project not specifically agreed to herein to be undertaken by District.
7. District agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to performing this Agreement by District.
8. Following completion of the Project, Precinct 4 shall maintain the pipe network improvements. District shall maintain the open drainage ditch and those certain pipes connecting open drainage ditches.
9. **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 and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
10. **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.
11. **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 Urban County and District, and not otherwise.

12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

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

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

With copy to: Hidalgo County Urban County Program
Attn: Diana R. Serna, Director
427 E. Duranta Avenue, Ste. 107
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.

14. **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.

15. **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.

16. **Assignment.** This Agreement shall not be assignable.

17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **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.

19. **Authority to Execute.** The execution and performance of this Agreement by the District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

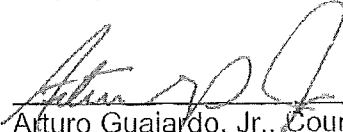
By Ramon Garcia
Ramon Garcia, Chair Board of Directors

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
DATE: 11/10/15


ATTEST:


Arturo Guajardo, Jr., County Clerk

*GLD Contract No. 12-589-000-6887/
DRS220068 Alberta Drain Project*

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: 
Stephen L. Crain

FILED
AT 10:30 AM NOV 13 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a project to provide drainage facilities known as the Alberta Drain Project; through an Interlocal Cooperation Agreement to be entered by and between Hidalgo County acting by and through the Hidalgo County Urban County Program and Precinct 4 of Hidalgo County, hereinafter referred to as "Urban County" and Hidalgo County Drainage District No. 1, hereinafter referred to as "District".

By vote on Nov. 10th, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 11/10/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: SLC
Stephen L. Crain

AI -58146

18.

DRAINAGE DISTRICT

Meeting Date: 01/24/2017

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-0368-F, Parcel 10, Pct. 2 Fee Simple Project.

BACKGROUND

Fiscal Impact

Attachments

Cause No. CCD-0368-F

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:46 PM
Form Started By: Jaime Salazar		Started On: 01/19/2017 05:45 PM
Final Approval Date: 01/20/2017		

CAUSE NO. CCD-0368-F

HIDALGO COUNTY DRAINAGE	§	CONDEMNATION PROCEEDINGS FILED
DISTRICT NUMBER ONE	§	
	§	
VS.	§	IN THE COUNTY COURT AT LAW
	§	NO. 6
	§	
ALL UNKNOWN HEIRS OF LUCIANO	§	
BERNAL (DECEASED) AND ALL	§	
UNKNOWN HEIRS OF CELINA	§	
L. BERNAL (DECEASED)	§	OF HIDALGO COUNTY, TEXAS


AWARD OF SPECIAL COMMISSIONERS

On the 1st day of December, 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. Six 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 ALL UNKNOWN HEIRS OF LUCIANO BERNAL (DECEASED) AND ALL UNKNOWN HEIRS OF CELINA L. BERNAL (DECEASED); and Plaintiff having announced ready, the Special Commissioners proceeded to hear evidence, and made the following findings:

I.

That on the 13th day of July, 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. Six 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

Date: DEC 2 2 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-0368-F
 By: [Signature]
 Deputy Clerk



mining of same, said 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. Six of Hidalgo County, Texas, did on the 2nd day of September, 2016, appoint Armando M. Guerra, Audra Lee Cruz and Robert Fernandez, 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 1st day of December, 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 October 13, 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 1st day of December, 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 **ALL UNKNOWN HEIRS OF LUCIANO BERNAL (DECEASED) AND ALL UNKNOWN HEIRS OF CELINA L. BERNAL (DECEASED)**, by reason of the taking of said land, and after



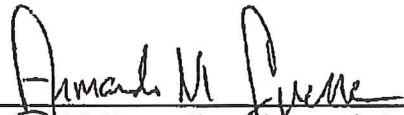
Date: DEC 2 2 2016
I, Arturo Guajardo, Jr. County Clerk do
herby certify that this is a true and
correct copy of the original document
filed in my office:
By: [Signature]
Deputy Clerk

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:

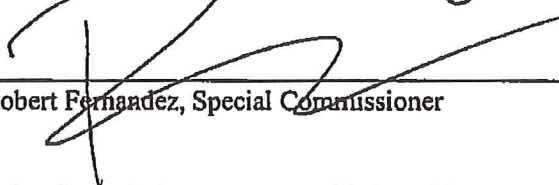
Damages for Taking: \$ 1,461.⁰⁰
Remainder Damages: \$ 0
Total Damages: \$ 1,461.⁰⁰

The costs of this proceeding are adjudged against Plaintiff.


RENDERED this 1st day of December, 2016.


Armando M. Guerra, Special Commissioner


Audra Lee Cruz, Special Commissioner

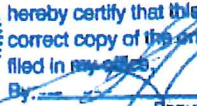

Robert Fernandez, Special Commissioner

The foregoing Award of Special Commissioners was filed with me this 1 day of December, 2016.


Judge Presiding
Hidalgo County Court at Law No. Six

Received from the Court
On 12/13/2016 8:12:25 AM
Initials: VO



Date: DEC 2 2 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