AI-39538 **4.**

DRAINAGE DISTRICT

Meeting Date: 07/17/2013

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Change Order #1, decrease of ($246.61) for Asago, LLC. dba Asago Construction for Edinburg WWTP Effluent Line Roadway Crossing. Project Engineer, TEDSI Infrastructure Group.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/03/2013 01:11 PM
Final Approval	Monica Badillo	07/12/2013 04:17 PM

Form Started By: Sylvia Sanchez Started On: 07/03/2013 09:27 AM

Final Approval Date: 07/12/2013

AI-39619 **5.**

DRAINAGE DISTRICT

Meeting Date: 07/17/2013

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Acceptance and approval of Kenneth Johnson, President of Ware 94 LTD Right of Entry.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:12 AM
Final Approval	Monica Badillo	07/12/2013 04:17 PM

Form Started By: Sylvia Sanchez Started On: 07/09/2013 04:35 PM

Final Approval Date: 07/12/2013

AI-39620 **6.**

DRAINAGE DISTRICT

Meeting Date: 07/17/2013

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval and acceptance of 2012 Reserve Refund check from Texas Association of Counties in the amount of $7,809.16.(Unemployment Compensation)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:12 AM
Final Approval	Monica Badillo	07/12/2013 04:17 PM

Form Started By: Sylvia Sanchez Started On: 07/09/2013 04:40 PM

Final Approval Date: 07/12/2013

AI-39650 **7.**

DRAINAGE DISTRICT

Meeting Date: 07/17/2013

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with L&G Engineering for "Pct.4-SH68 TxDOT Roadway Watershed Study" approved for negotiations by the HCDD1 Board of Directors on May 28, 2013.

2013 BOND SERIES

B.) Requesting approval of Work Authorization No.2 in the amount of $659,457.20 to L&G Engineering for Geotechnical Engineering, analysis, testing and survey as it relates to Pct. 3 Mission Inlet Recertification.

C.) Presentation of scoring grid of the firms evaluated through the District's "Pool" of Title Company Services for the purpose of ranking by the Hidalgo County Drainage District No.1 Board of Directors in connection with Title Company Services for "2012 Bond Referendum Rural Drainage Development Program-Pct.2" Northside Village, Hidden Valley Estates, Seminole Valley and Minnesota Meadows.

FIRM NAME:	SCORE	RANK
Edwards Abstract and Title, Co.	97	
Valley Land & Title, Co.	92	

D.) Requesting authority to negotiate Title Company Services Agreement with the number one ranked firm of _____, for the provision of Title Company Services as it relates to "2012 Bond Referendum Rural Drainage Development Program-Pct.2" Northside Village, Hidden Valley Estates, Seminole Valley and Minnesota Meadows.

E.) Presentation of scoring grid of the firms evaluated through the District's "Pool" of Appraisers for the purpose of ranking by the Hidalgo County Drainage District No.1 Board of Directors in connection with Appraisal Services for "2012 Bond Referendum Rural Drainage Development Program-Pct.2" Northside Village, Hidden Valley Estates, Seminole Valley and Minnesota Meadows.

FIRM NAME:	SCORE	RANK
Leonel Garza Jr. & Associates	97	
Appraisal Haus	92	
Johnson Appraisal Group	90	

F.) Requesting authority to negotiate Appraisal Services Agreement with the number one ranked firm of _____, for the provision of Appraisal Services as it relates to "2012 Bond Referendum Rural Drainage Development Program-Pct.2" Northside Village, Hidden Valley Estates, Seminole Valley and Minnesota Meadows.

G.) Requesting approval of Work Authorization No. 4A in the amount of $32,975.40, to Tedsi Infrastructure Group, Inc. as it relates to "Pct. 1 2012 Bond Referendum Improvements Project"-Monte Cristo Drain Control Structures.

H.) Requesting approval of Work Authorization No. 4B in the amount of $33,921.10, to Tedsi Infrastructure Group, Inc. as it relates to "Pct. 1 2012 Bond Referendum Improvement Project"-Weslaco North Lateral Control Structure.

BACKGROUND

Attachments

WA No.2
WA No.4A
WA No.4B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 01:50 PM
Final Approval	Monica Badillo	07/12/2013 04:17 PM

Form Started By: Jaime Salazar Started On: 07/10/2013 04:25 PM

Final Approval Date: 07/12/2013

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the "Owner", and L&G Engineering, professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide the necessary geotechnical engineering/analysis/testing and survey as identified in detail on attached Exhibit "B" "Scope of Services"

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $659,457.20. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5/2 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. _____
Requisition Number_____

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by _____ as to content and detail of this Work Authorization No. 2.

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

_____
Mr. Jacinto Garza, P.E.
President – L&G Engineering

THE OWNER:

_____
Chairman of the Board
Hidalgo County Drainage District No. 1

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

_____

EXHIBIT "A"

Services to be provided by the Owner

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

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

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **"Project"**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **"Project"** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **"Project"** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

Exhibit "B" – Scope of Services

Services to be Provided by the Engineer

The **Engineer**, through this scope of services, shall provide Engineering, Coordination, Analyses and Reports for the purposes of establishing Embankment Certification as Protective Levees based on FEMA and US Army Corp of Engineers (USACE) requirements for the Proposed Detention Facility (Irrigation Canal east of 10th Street east to Mission Inlet - Main Floodway Access) and Mission Inlet to Main Floodway Access Levee (at East End of Project – East End Closure) of the Mission Inlet Project in Hidalgo County, TX, hereinafter denoted as the **Project**. It is important to note that this Scope of Services does not cover the submission and coordination of the final request for Conditional Letter of Map Revision (CLOMR) with FEMA (this will be covered in a future Work Authorization).

The **Engineer** shall provide all engineering services as noted under this scope of services for the **Owner**. The **Engineer** shall maintain a direct line of communication and coordinate with the **Owner** throughout the project. All communication with FEMA, IBWC, USACE, or any other Local or Governmental Entities will be coordinated with the **Owner.**

The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Owner**.

Specific activities to be performed by the **Engineer** include the following:

1. Right of Entry / Notice of Activity on Affected Parcels

The **Engineer** will provide research of property ownership in the areas affected by the proposed activities of this scope of work (design surveying outside of levee/embankment areas). Right of Entry forms and/or Notice of Activity letters will be provided to each property owner impacted by said activities. Coordination efforts will be made as a function of this task. The **Owner** will be made aware of any conflicts and/or restrictions noted through research and coordination. In addition, the **Owner** will be made aware of any meetings scheduled with affected landowners or special circumstances required.

2. Coordination w/ Surveyor for Design and Levee/Embankment Mapping Surveying

The **Engineer** will provide coordination services with a proposed surveyor or surveying firm, hereinafter denoted as the **Surveyor**, to ensure all necessary details are surveyed / documented for the purposes of design and levee/embankment mapping. Coordination will include various services including recovery and/or re-establishment of horizontal and vertical control and monumentation, field surveying, topographic surveying, and utility research and coordination (including utility coordination meetings if required). The **Engineer**, as a function of this task, will review final electronic data submitted (points files, topographic maps, utility location exhibits, etc.) and final submitted Field Books and Horizontal/Vertical Control Books. The **Engineer** will verify coordinate systems and datum(s) used are in accordance with project requirements and that all data provided is complete as required for final design.

3. SUB: Design & Levee Mapping Surveys (To Be Completed by Surveyor)

The 'Design & Levee Mapping Surveys' will be completed through the use of a competent surveyor or surveying firm (**Surveyor**), licensed in the State of Texas to perform the services required. The **Surveyor** will be required to have a minimum of one (1) Registered Professional Licensed Surveyor (RPLS) on staff for needed sealing of provided documentation and data (as required). The **Surveyor** for this Scope of Services will serve as a sub-consultant to the **Engineer**. The specific tasks and scope of services associated with this item are contained in the attached sub-consultant Scope and Fee from the **Surveyor** (please refer to attached document).

4. Coordination w/ Geotechnical Engineering Sub-Consultant

The **Engineer** will provide coordination services with a proposed geotechnical engineer or geotechnical engineering firm/laboratory, hereinafter denoted as the **Laboratory**, to ensure geotechnical exploratory investigation, field and laboratory testing services and geotechnical engineering design and analyses are completed satisfactorily and in compliance with USACE, FEMA and USIBWC requirements for certification of protective embankments and levees. The **Engineer** will provide Boring Location exhibits (and/or general locations and spacing) for the geotechnical study. The **Engineer** will coordinate with the **Laboratory** to provide the requirements for field and laboratory testing, geotechnical boring geometric requirements (drilling type restrictions, depths of borings and tests, general testing scheme – analysis based, etc.) and analyses. The **Engineer**, as a function of this task, will review final electronic data submitted (boring logs, boring log maps, site maps, bearing capacity and settlement calculations, stability/seepage analysis runs, etc.) and final submitted Geotechnical Report (or Technical Memorandum). The **Engineer** will verify (and coordinate with the Laboratory if necessary) that all verbiage requirements of the USACE, FEMA, and/or USIBWC are incorporated into the final documents for submittal.

5. SUB: Division III Borings for Geotech. Analyses (To Be Completed by Laboratory)

The 'Division III Borings for Geotech. Analyses' will be completed through the use of a competent geotechnical engineer or geotechnical engineering firm/laboratory (**Laboratory**), licensed in the State of Texas to perform the services required. The **Laboratory** will be required to have a minimum of one (1) Licensed/Registered Professional Engineer (PE) with experience in Geotechnical Engineering on staff for needed sealing of provided documentation, data and analyses (as required). The **Laboratory** for this Scope of Services will serve as a sub-consultant to the **Engineer**. The specific tasks and scope of services associated with this item are contained in the attached sub-consultant Scope and Fee from the **Laboratory** (please refer to attached document).

6. Research Requirements for Private Levee Certification by FEMA

The **Engineer** will provide research and coordination services, on behalf of the **Owner**, with regard to FEMA requirements for certification of a privately owned embankment section to be utilized as a protective embankment / levee during certain storm events. Coordination efforts will include meetings and/or conferences necessary to explain the purpose of the project and proposed

operational information of the area (use of the inner floodplain volume as a detention pond section to be confined by protective embankments which will require certification). Under this task, the **Engineer** will provide the **Owner** with all information requirements necessary for future FEMA submittal of documents completed under this Work Authorization (Geotechnical Report / Technical Memorandum, Design Survey) for request of a CLOMR.

7. Research Requirements for Levee Certification by USIBWC (Mission Inlet Closure)

The **Engineer** will provide research and coordination services, on behalf of the **Owner**, with regard to USIBWC requirements for certification of a portion of the proposed detention area which would concurrently belong to the USIBWC Interior Floodway System (Main Floodway). The stretch of levee would be along the East End Closure and would provide control of drainage from the Mission Inlet into the Main Floodway system (currently controlled by gated boxes). Coordination efforts will include meetings and/or conferences necessary to explain the purpose of the project and proposed operational information of the area (use of the inner floodplain volume as a detention pond section to be confined by protective embankments which will require certification). Under this task, the **Engineer** will provide the **Owner** with all information requirements necessary for future FEMA and USIBWC submittal of documents completed under this Work Authorization with regard to this specific location (Geotechnical Report / Technical Memorandum, Design Survey) for request of a CLOMR.

Scope of Services

from

Surveyor

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: SURVEYOR	ENGINEER	
		1. Field Surveying (Recover the existing IBWC Control)
YES	NO	a. Primary Project Control – 3 to 5 miles spacing (As identified in Exhibit A) Precision shall be 1 part in 20,000 or better, unless otherwise directed by the USACOE Surveying Guidelines.
		(1) Establish horizontal control points (As agreed upon by the Engineer/Surveyor)
		(2) Establish vertical control points (As agreed upon by the Engineer/Surveyor)
		(3) List of Recovered USGS Points w/ NAD 27 / NGVD 29 Datum H&V and NAD 83 H&V (utilizing Corpscon Program)
		NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.
		ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
YES	NO	b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.
		• No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
		• The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
		• The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
		• The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
		(1) Project control base lines
NO	NO	(2) Photogrammetric ground control
NO	NO	(a) Establish horizontal control
NO	NO	(b) Establish vertical control points
NO	NO	(c) Place and maintain control point targets
YES	NO	c. Other Field Surveying
		(1) **The limit of the Design surveys shall be on the attached layout (Exhibit B). The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the H&V Points for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
		(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project (width to be 100 ft. LT and RT of CL of existing levee) as identified on Exhibit B – Figure 1
		(3) The Surveyor shall stake the proposed baseline at 500-ft intervals monumented with a blue-top 1-ft stake and along the existing center of the levee at each of the proposed Boring locations as identified on Exhibit B – Figure 1. The stationing shall be determined by Engineer.
		(4) Profile and cross section intersecting streets for ties into project (500-ft. beyond the existing CL of the levee) at 100-ft intervals.
		(5) Provide Flow Line of Pilot Channel at major intersecting roadways or as identified on Exhibit B (x,y.z).

100 ft
Centerline
Cross section
500 ft

		(6) Cross-Section Flume at Irrigation District #3 (As identified on Image #14 of Exhibit B)
NO	NO	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
NO	NO	(11) Additional Field Surveying as shown below: (a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
NO	NO	(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
NO	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
YES	NO	(14) Soil core hole staking.
NO	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
NO	NO	(16) Profiles of existing drainage facilities.
YES	NO	(17) Measurement of hydraulic opening under existing bridges.
NO	NO	(18) Obtain elevations of manholes and valves of utilities
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
NO	NO	(20) Ties to existing bridges or culverts that may conflict with new construction.
NO	NO	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
NO	N/A	(22) Inventory signs, mailboxes, and driveways
NO	N/A	(23) Survey controlled data sheets per TxDOT guidelines.
NO	NO	2. Photogrammetric Products a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)

Scope of Services

from

Laboratory

ATTACHMENT "B"

Services to be Provided by the Laboratory

GENERAL SCOPE OF WORK

The work to be performed by the **Laboratory** under this Work Authorization shall consist of; Geotechnical Drilling and Miscellaneous Field Services, Geotechnical Laboratory Testing Services and Geotechnical Engineering Services for the Mission Inlet FEMA Re-Evaluation Project hereinafter denoted as the **Project**.

The **Laboratory** shall provide all services required (as noted under this Work Authorization) for usage by the **Engineer** in the preparation of plans, specification and estimate, and related documents for the **Project**. The **Laboratory** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

The **Laboratory** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer**.

The **Laboratory** will develop/submit a work schedule that identifies milestone activities and/or deliverables.

Specific activities to be performed by the **Laboratory** include the following:

I. Geotechnical Drilling Services and Miscellaneous Field Services

The **Laboratory** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Laboratory** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization and in conformance with USIBWC, USACE TxDOT and ASTM guidelines:

Division III – The **Laboratory** will drill Soil Borings at the location of the Proposed Detention Facility and Mission Inlet to Main Floodway Access Levee (verification of previous geotechnical study by others for the Main Floodway) for establishment of soil make-up, consistency and strength parameters (Standard Penetration (SPT) Testing and Thin Walled Shelby Tube Sampling) of the embankment sections. Borings shall be drilled atop the embankments/levees at approximate 500 foot intervals at the Proposed Detention Facility and 2,000 foot intervals at the Mission Inlet to Main Floodway Access Levee (verification borings) and shall be advanced to a depth of approximately 50 feet below top of natural ground (embankment/levee top) at each location with every third to fourth boring being extended to approximately 100 feet below top of natural ground (for investigation of levee/embankment under-seepage). The site locations and boring details are as follows:

- Proposed Detention Facility (Irrig. Canal east to Mission Inlet - Main Floodway Access)
  - North Side Levee/Embankment Approximate Length = 16,100 ft.
    - Requires 31 Soil Borings with a depth breakdown as shown:
      - 23 Soil Borings Drilled to 50 ft. depth
      - 8 Soil Borings Drilled to 100 ft. depth
  - South Side Levee/Embankment Approximate Length = 11,500 ft.
    - Requires 22 Soil Borings with a depth breakdown as shown:
      - 16 Soil Borings Drilled to 50 ft. depth
      - 6 Soil Borings Drilled to 100 ft. depth
- Mission Inlet to Main Floodway Access Levee (at East End of Project – East End Closure)
  - East Side Levee/Embankment Approximate Length = 4,300 ft.
    - Requires 3 Soil Borings (verification) with a depth breakdown as shown:
      - 1 Soil Borings Drilled to 50 ft. depth
      - 2 Soil Borings Drilled to 100 ft. depth

The **Laboratory** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Laboratory**. All boring locations will be documented with GPS coordinates. Field survey and tie-down locations of all borings will be the responsibility of the **Engineer**.

The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples will be collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Laboratory** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes. Based on project scope, temporary piezometer wells may need to be installed at project locations for purposes of borehole integrity or subsurface water level monitoring. If a temporary piezometer is installed, the pipe will be removed following the monitoring operations and the hole will be backfilled as previously noted for standard boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Laboratory** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed by the **Laboratory** on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Particle Size (Sieve) Analysis with Hydrometer (ASTM D422)
This procedure will aid in determining the complete gradation (full gradation curve) of a soil sample including hydrometer for tail-end portion of gradation curve. Full gradation curve can be utilized to extract D50 and D90 soil particle diameters for use in scour analysis and prediction for foundation design.

(5) Unconfined Compression (ASTM D2166)
This procedure determines the direct unconfined compressive strength of a soil of which can be correlated to shear strength of a soil sample (comparison with strength testing).

(6) Consolidation Testing (ASTM D2435)
This procedure is utilized to predict the magnitude and potential rate of consolidation of soil in laboratory mimicked field conditions (laterally restrained and axially drained) while subjected to controlled stress loading increments.

III. Geotechnical Engineering Services

The **Laboratory** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering technical memorandum and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- Classification of Soil Strata for Boring Logs and Evaluation of Water Table
  - Laboratory classification testing and inspection of the soil samples will be reviewed by a Geotechnical Engineer to provide soil classification for engineering purposes in accordance with ASTM D2487 (United Soil Classification System – USCS). In addition, the results of the field measured water strike information will be compiled and modeled for each boring (and the reach as a whole).
- Strength Parameters and Structural Evaluation of Soil Borings
  - A detailed structural evaluation of the borings will be done so that soil strength parameters can be quantified for usage in overall global stability calculations and estimation of consistency of in-situ strata.
- Geotechnical Analyses of Embankments and Levees (Multiple Analyses)
  - The **Laboratory** will provide all geotechnical analyses required by IBWC and USACE guidelines and manuals including analysis of bearing capacity, settlement, slope stability (global stability – interior and exterior slopes using GSTABL software program), through seepage and under-seepage (in accordance with levee seepage calculations from USACE). All embankments will be verified for compliance with requirements of IBWC and USACE guidelines to ensure successful certification of Levees (and safety of embankment protection sections).

The technical memorandum will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

EXHIBIT D - WA #2
FEE PROPOSAL - SPECIAL SERVICES

Mission Inlet Recertification Project
HIDALGO COUNTY DRAINAGE DISTRICT #1

		MANHOURS							
		Senior Project Manager	Senior Engineer	Design Engineer	Senior Engineering Technician	ROW Administrator	Admin / Clerical	L&G TOTAL HOURS	Sub-Contract Amounts
	TASK								
	Mission Inlet Recertification Project								
1	Right of Entry / Notice of Activity on Affected Parcels (including research ownership ~ 10 Est. Land Owners - Design Survey)	8				100	20	128	
2	Coordination w/ Surveyor for Design and Levee/Embankment Mapping Surveying	8	40			40	20	108	
3	Sub: Design & Levee/Embankment Mapping Surveys								$118,330.00
4	Coordination w/ Geotechnical Engineering Sub-Consultant - Boring Location, Req. Testing, USACE Compliance, etc	24	80	100			20	224	
5	Sub: Division III Borings for Geotechnical Analyses of Protect. Embank & Levees (BC, Sett, Stab, Seep., Tech Memo, etc.)								$446,864.30
6	Research Requirements for Private Levee Certification by FEMA (Coord. w/ FEMA)	24	80	20			20	144	
7	Research Requirements for Levee Certification (Mission Inlet Closure (East End) by USIBWC (Coord. w/ USIBWC)	16	40	20			20	96	
	Subtotal Hours	**80**	**240**	**140**	**0**	**140**	**100**	**700**	
	Contract Hourly Rate	$ 68.00	$ 56.00	$ 36.00	$ 25.00	$ 34.00	$ 18.00		
	Direct Salary Cost	$ 5,440.00	$ 13,440.00	$ 5,040.00	$ -	$ 4,760.00	$ 1,800.00		
	Overhead Multiplier 171.00%	$ 9,302.40	$ 22,982.40	$ 8,618.40	$ -	$ 8,139.60	$ 3,078.00		
	Fixed Fee 12.00%	$ 1,769.09	$ 4,370.69	$ 1,639.01	$ -	$ 1,547.95	$ 585.36		
	Total Labor Costs	**$ 16,511.49**	**$ 40,793.09**	**$ 15,297.41**	**$ -**	**$ 14,447.55**	**$ 5,463.36**	**$ 92,512.90**	**$565,194.30**

Project Team Cost Proposals - Sub Consultants

	Cost Proposal
R.O.W. Surveying Services, LLC (Design Survey - Div. III)	$118,330.00 (See detailed break-down of fee on Page 2 of 4)
L&G Engineering Laboratory, LLC (Division III Borings)	$446,864.30 (See detailed break-down of fee on Page 3 of 4 & 4 of 4)

L&G Direct Expenses

	Cost Proposal
10 Ft. Long by 3 Ft. Tall Mission Inlet Boring Layout Map (30sq. ft.) @ $5.00/sq. ft. - 5 Total Prints	**$ 750.00**
8.5 X 11 Copies (i.e. ROE / Notice of Activity Correspondence, Letters to Fed Agencies/Land Owners/County/Cities (Estimated at 1,000 sheets)	**$ 1,000.00**

Grand Total $ 659,457.20

Exhibit "D"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

	A	B	C	D	E	F	G	H	I	J
1	**Highway:** Mission Inlet Project					**R.O.W. Surveying Services, LLC**				
2	**County:** Hidalgo County, Texas									
3	**From:**									
4	**Description of Work:** Horizontal Vertical Control, DTM and Bore Locates									
5										
6	TASK AND DESCRIPTION	**Survey PM**		**Survey Technician**	**4-man Survey Crew**	**3-man Survey Crew**	**2-man Survey Crew**	**Admin/ Clerical**	**Total Hours**	**Cost**
7			**RPLS**							
8	HOURLY RATE	**$124.00**	**$125.00**	**$82.00**	**$175.00**	**$155.00**	**$130.00**	**$50.00**		
9	**PHASE 1 - PRIMARY and SECONDARY CONTROL**									
10	A. Recover Primary Project Control									
11	a. Recover existing control	15	0	20	0	0	48	0	83	$ 9,740.00
12										
13	B. Establish Secondary Control									
14	a. Set additional secondary control points as needed	2	0	4	0	24	0	4	34	$ 4,496.00
15	b. Horizontal values established with RTK or VRS	0	0	4	0	0	28	0	32	$ 3,968.00
16	c. Vertical values established with level	2	0	8	0	0	80	0	90	$ 11,304.00
17	Subtotal Hours	19	0	36	0	24	156	4	239	
18	Subtotal Cost - Phase 1	$2,356.00	$0.00	$2,952.00	$0.00	$3,720.00	$20,280.00	$200.00		$ 29,508.00
19	**PHASE 2 - DIGITAL TERRAIN MODELING (DTM)**									
20	A. DTM at 100' intervals to include a minimum of breaklines, levee toe, top edge of levee, levee c/l, spot elevation and high and low points	0	24	24	0	300	0	2	350	$ 51,568.00
21	B. Tie down all of pilot channel and drain ditch flow lines as per exhibit B	0	0	4	0	24	0	0	28	$ 4,048.00
22	C. Crossections for Intersecting Streets	0	0	4	0	24	0	0	28	$ 4,048.00
23	D. Crossection of Irrigation Dist. No. 3 Flume	0	0	4	0	16	0	0	20	$ 2,808.00
24	E. Locate trees within ROW	0	0		0	0	0		0	$ -
25	Subtotal Hours	0	24	36	0	364	0	2	426	
26	Subtotal Cost - Phase 2	$0.00	$3,000.00	$2,952.00	$0.00	$56,420.00	$0.00	$100.00		$ 62,472.00
27	**PHASE 3 - BORE HOLE LOCATIONS**									
28	A. Locate Bore Holes with X, Y, and Z Value	5	0	5	0	70	0	0	80	$ 11,880.00
29	B. Location ties- Control Sheets		0	20		0	30		50	$ 5,540.00
30	Subtotal Hours	5	0	25	0	70	30	0	130	
31	Subtotal Cost - Phase 3	$0.00	$0.00	$2,050.00	$0.00	$10,850.00	$3,900.00	$0.00		$ 17,420.00
32	**PHASE 4 - FINAL REPORT & DELIVERABLES**									
33	A. Right-of-Way Recovery	0	0	0	0	0	0	0	0	$ -
34	B. Final Report and Deliverables	10	0	0	0	0	0	5	15	$ 1,490.00
35	Subtotal Hours	10	0	0	0	0	0	5	15	
36	Subtotal Cost - Phase 4	$1,240.00	$0.00	$0.00	$0.00	$0.00	$0.00	$250.00		$ 1,490.00
37	**PROJECT MANAGEMENT & OVERSIGHT**									
38	A. Meeting & Coordination w/ Engineers & Laboratory	60		0	0	0	0	0	60	$ 7,440.00
39	Subtotal Hours	60	0	0	0	0	0	0	60	
40	Subtotal Cost - PM & Oversight	$7,440.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$ 7,440.00
41										
42	Other Direct Expenses									
43										
44	Total Fee	$11,036.00	$3,000.00	$7,954.00	$0.00	$70,990.00	$24,180.00	$550.00		$ 118,330.00

Exhibit D
Estimated Cost Proposal
Geotechnical Engineering & Report

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G ENGINEERING LABORATORY

		Mission Inlet FEMA Re-Evaluation Project - Division III *L&G Consulting Engineers, Inc.*	MANHOURS Senior Project Manager	Senior Geotechnical Engineer	Geotechnical Engineer	CADD Tech	Admin/Clerical	Total
	TASK							
		Geotechnical Analyses of Embankments & Levees (Division III)						
	1	Develop Plan View of Boring Logs, Location Scheme, Graphic Files	6	6	26	26		64
	2	Classification of Soil Strata and Water Table Database (Investigate Trending)	3	6	26	20		55
	3	Structural Evaluation of Borings (Soil Strength & Compress Analysis)	3	6	26	20		55
	4	Analysis of Allowable Bearing Capacity of Each Levee/Embank		40	120			160
	5	Analysis of Settlement of Each Levee/Embank		40	120			160
	6	Analysis of Under-Seepage and Through-Seepage (prev. of water migration)		60	160			220
	7	Analysis of Global Soil Slope Stability (GSTABL)		60	160			220
	8	Embankment/Levee Recommendations - Individual Site-Specific	16	20	80			116
	9	Geotechnical Tech. Memo. (Soil Geology, Levee Soils, Embank Analyses, Recs.)	20	26	80	60	26	212
	10	Meeting and Coordination	40	20	16		26	102
		Subtotal	**88**	**284**	**814**	**126**	**52**	**1364**
Labor Hours			**88**	**284**	**814**	**126**	**52**	**1364**
Hourly Base Rates			$ 68.00	$ 56.00	$ 39.00	$ 21.00	$ 18.00	
Direct Salary Cost			$ 5,984.00	$ 15,904.00	$ 31,746.00	$ 2,646.00	$ 936.00	
Contract Rate w/ Aud. OH Rate 217.19% & 12% Profit = 3.55 Multiplier to Base Rate (FY 2013)			$ 241.40	$ 198.80	$ 138.45	$ 74.55	$ 63.90	
Total Labor Costs			**$ 21,243.20**	**$ 56,459.20**	**$ 112,698.30**	**$ 9,393.30**	**$ 3,322.80**	**$ 203,116.80**

LINE ITEM EXPENSES

Printing Reproduction		$ 1,200.00	
Geotechincal Field and Laboratory Services (Please see page 2 for detailed estimate of services)			
	Division I	$ -	To Be Compl Prior WA
	Division II	$ -	To Be Compl Future WA
	Division III	$ 242,547.50	
	Sub-Total	$ 242,547.50	
Total Expenses		**$ 243,747.50**	
L&G Laboratory Total Cost			**$ 446,864.30**

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Exhibit D

Estimated Cost Proposal

Geotechnical Field and Laboratory Services
Mission Inlet FEMA Re-Evaluation - Division III
Prepared for L&G Consulting Engineers, Inc.

	SERVICES		UNITS	# of UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Project Engineer (Staff - Oversight)		Hours	18	$ 138.45	$ 2,492.10
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	40	$ 56.80	$ 2,272.00
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	350	$ 0.55	$ 192.50
	F. Survey Locate Borings (X,Y,Z)		LS			$ -
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	36	$ 250.00	$ 9,000.00
B	Field Exploration					
	1a. ASTM Drill & SPT/Tube Sampling (SS)		Feet	1400	$ 18.00	$ 25,200.00
	1b. ASTM Drill & SPT/Tube Sampling (Mud)		Feet	2200	$ 27.00	$ 59,400.00
	2. TxDOT Drilling (TCP)		Ea.			$ -
	3. Field Logger / Engineering Tech		Hour	360	$ 56.80	$ 20,448.00
	4. 24 Hr. Water Level Observations		Hour	37	$ 56.80	$ 2,101.60
	5. Piezometers		Each			$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	2520	$ 2.00	$ 5,040.00
	7. Vehicle Charge		Mile	2590	$ 0.55	$ 1,424.50
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Geo Engineer (Soil Classification)		Hours	72	$ 138.45	$ 9,968.40
	3. Geo Engineer (Logs & Summaries)		Hours	72	$ 138.45	$ 9,968.40
	4. Moisture Content		Ea.	720	$ 8.50	$ 6,120.00
	5. Atterberg Limits		Ea.	360	$ 65.00	$ 23,400.00
	6. -200 Determination		Ea.	360	$ 60.00	$ 21,600.00
	7. Sieve Analysis (w/ Hydrometers)		Ea.	72	$ 85.00	$ 6,120.00
	8. UC Testing (w/ Unit Weight)		Ea.	72	$ 50.00	$ 3,600.00
	9. Consolidation Testing		Ea.	72	$ 475.00	$ 34,200.00
	10. Dry Unit Weight		Ea.			$ -
	11. Soils Sulfate Content (Bridge/Culv.)		Ea.		$ 95.00	$ -
	12. Determination of Soil pH		Ea.		$ 70.00	$ -
	Project Total					**$ 242,547.50**

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT #

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 4A

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter called the "Owner", and TEDSI Infrastructure Group, Inc., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Design Field Topo Survey, Geotechnical Boring Report, Hydrologic & Hydraulics analysis, PS&E, and Construction Phase Services for the Monte Cristo Drain Control Structure listed on the Master Drainage System 2012 Bond Projects as Project #15 and indicated below:

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated lump sum cost for services under this Work Authorization #4A is $ 32,975.40. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5, 6 and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4A shall be funded through funding source:
Account No. _____
Requisition Number_____

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 4A.

BY: _____
Jesse Salinas, President/CEO

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and TEDSI Infrastructure Group, Inc. as indicated below and effective as of _____ day of July , 2013.

THE ENGINEER:	**THE OWNER:**
TEDSI Infrastructure Group, Inc	**Hidalgo County Drainage District No. 1**
By: Jesse Salinas, President/CEO	**By: Ramon Garcia, Chairman**

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

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

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **"Project"**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

(8) Review and approve the **"Project"** design criteria.

EXHIBIT "B"
Services to be Provided by the Engineer

INDEX

EXHIBIT "B"
Services to be Provided by the Engineer

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Management / Coordination of Engineering Activities	***Basic***
(6) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) Design Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) Construction Bidding	***Basic***
(2) Owner's Representative	***Basic***
(3) Defects and Deficiencies	***Basic***
(4) Monthly Construction Progress Reports	***Basic***
(5) Recommendations for Payment to the Construction Contractor	***Basic***
(6) Project Site Management	***Special***
(7) Implementation of QC/QA Program	***Basic***
(8) Change Orders	***Special***
(9) Final Acceptance, Shop Drawing Review	***Basic***

II. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Data Collection	***Basic***
(2) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Design Field Surveying	***Special***
(2) Geotechnical Investigations and Reports	***Special***
(3) Channel / Drainage Design	***Basic***

(4) Plans, Specifications & Estimates	***Basic***
(C) Construction:	
(1) Construction Bidding Documents	***Basic***
(2) Project Site Representation:	***Special***
a. Engineering Support Data for Defects & Deficiencies	***Special***
b. Weekly Construction Reports	***Special***
c. Measurement / Calculations for Contractor Payment	***Special***
d. Project Engineer / Resident Engineer Services	***Special***
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	***Special***
b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

EXHIBIT "B"
Services to be Provided by the Engineer

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project.** The services will include the following:

(A) Preliminary Project Planning and Development. In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team**

EXHIBIT "B"
Services to be Provided by the Engineer

throughout the development of the "***Preliminary Engineering Report***". Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report"***, including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report"***, and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Coordination with various agencies.** The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) **Design Concept Conference (DCC)**. The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including:

EXHIBIT "B"
Services to be Provided by the Engineer

Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(3) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(2) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the

EXHIBIT "B"
Services to be Provided by the Engineer

Engineer may otherwise agree in writing.

(3) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized construction contract, the **Engineer** shall use the **Engineer**'s best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor"**. The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(4) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(5) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(6) **Project Site Management**. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(7) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(8) **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction

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(**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(9) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project.***

II. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) <u>**Preliminary Field Surveying**</u>

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) <u>**Data Collection**</u>

(a) The **Engineer** shall perform site visits for field reconnaissance.

(3) **Final Report**
The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(2) **Geotechnical Investigations (Special Services)**
The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(3) **Channel/Drainage Design**
The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(4) **Plans, Specifications & Estimates (PS&E)**
(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(c) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(d) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(e) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with weekly reports. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) **Final Acceptance**

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT D
WORK AUTHORIZATION NO. 4A
Lump Sum Fee Estimate

Monte Cristo Drain Control Structure

Construction Cost Esimate

Monte Cristo Control Structure		$	287,155.00
TOTAL CONSTRUCTION COST		**$**	**287,155.00**

Basic Services

Construction Cost ($287,155) x 7.5%	Fee	$	21,536.62

Additional Services

Topo		$	5,451.75
Geotechnical Report		$	5,987.03
TOTAL WORK AUTHORIZATION No. 4A		**$**	**32,975.40**

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT #

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 4B

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter called the "Owner", and TEDSI Infrastructure Group, Inc., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Design Field Topo Survey, Geotechnical Boring Report, Hydrologic & Hydraulics analysis, PS&E, and Construction Phase Services for the Weslaco North Lateral Control Structure listed on the Master Drainage System 2012 Bond Projects as Project #16 and indicated below:

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated lump sum cost for services under this Work Authorization #4B is $ 33,921.10. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5, 6 and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4B shall be funded through funding source:
Account No. _____
Requisition Number_____

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 4B.

BY: _____
Jesse Salinas, President/CEO

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and TEDSI Infrastructure Group, Inc. as indicated below and effective as of _____ day of July , 2013.

THE ENGINEER:

TEDSI Infrastructure Group, Inc

_____
By: Jesse Salinas, President/CEO

THE OWNER:

Hidalgo County Drainage District No. 1

_____
By: Ramon Garcia, Chairman

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

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

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **"Project"**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

(8) Review and approve the **"Project"** design criteria.

EXHIBIT "B"
Services to be Provided by the Engineer

INDEX

EXHIBIT "B"
Services to be Provided by the Engineer

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Management / Coordination of Engineering Activities	***Basic***
(6) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) Design Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) Construction Bidding	***Basic***
(2) Owner's Representative	***Basic***
(3) Defects and Deficiencies	***Basic***
(4) Monthly Construction Progress Reports	***Basic***
(5) Recommendations for Payment to the Construction Contractor	***Basic***
(6) Project Site Management	***Special***
(7) Implementation of QC/QA Program	***Basic***
(8) Change Orders	***Special***
(9) Final Acceptance, Shop Drawing Review	***Basic***

II. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Data Collection	***Basic***
(2) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Design Field Surveying	***Special***
(2) Geotechnical Investigations and Reports	***Special***
(3) Channel / Drainage Design	***Basic***

EXHIBIT "B"
Services to be Provided by the Engineer

(4) Plans, Specifications & Estimates	***Basic***
(C) Construction:	
(1) Construction Bidding Documents	***Basic***
(2) Project Site Representation:	***Special***
a. Engineering Support Data for Defects & Deficiencies	***Special***
b. Weekly Construction Reports	***Special***
c. Measurement / Calculations for Contractor Payment	***Special***
d. Project Engineer / Resident Engineer Services	***Special***
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	***Special***
b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

EXHIBIT "B"
Services to be Provided by the Engineer

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project.** The services will include the following:

(A) Preliminary Project Planning and Development. In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team**

EXHIBIT "B"
Services to be Provided by the Engineer

throughout the development of the "***Preliminary Engineering Report***". Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report"***, including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report"***, and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Coordination with various agencies.** The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) **Design Concept Conference (DCC)**. The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including:

EXHIBIT "B"
Services to be Provided by the Engineer

Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(3) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(2) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the

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Services to be Provided by the Engineer

Engineer may otherwise agree in writing.

(3) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized construction contract, the **Engineer** shall use the **Engineer**'s best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor"**. The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(4) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(5) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(6) **Project Site Management**. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(7) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(8) **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction

EXHIBIT "B"
Services to be Provided by the Engineer

(**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(9) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project.***

II. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(3) **Final Report**
The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(2) **Geotechnical Investigations (Special Services)**
The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(3) **Channel/Drainage Design**
The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(4) **Plans, Specifications & Estimates (PS&E)**
(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(c) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(d) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(e) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with weekly reports. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) **Final Acceptance**

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT D
WORK AUTHORIZATION NO. 4B
Lump Sum Fee Estimate

Weslaco North Lateral Control Structure

Construction Cost Esimate

Weslaco North Control Structure		$	287,155.00
TOTAL CONSTRUCTION COST		**$**	**287,155.00**

Basic Services

Construction Cost ($287,155) x 7.5%	Fee	$	21,436.62

Additional Services

Topo	$	6,445.15
Geotechnical Report	$	6,039.33

TOTAL WORK AUTHORIZATION No. 4B	**$**	**33,921.10**

AI-39672 **8.**

DRAINAGE DISTRICT

Meeting Date: 07/17/2013

Submitted For: as per Steve Crain Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of closing documents for purchase of real property from County and authority for Chairman of the Board to execute same

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 08:50 AM
Final Approval	Monica Badillo	07/12/2013 04:17 PM

Form Started By: Monica Badillo Started On: 07/11/2013 02:08 PM

Final Approval Date: 07/12/2013

AI-39703 **9.**

DRAINAGE DISTRICT

Meeting Date: 07/17/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Acceptance and approval by Hidalgo County Drainage District No. 1 evidenced by an "ORDER" authorizing the purchase of certain property (as described in attachments herein) from Hidalgo County for the amount approved as the Fair Market Value

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	07/12/2013 04:17 PM

Form Started By: Monica Badillo Started On: 07/12/2013 04:00 PM

Final Approval Date: 07/12/2013

AI-39644 **10.**

DRAINAGE DISTRICT

Meeting Date: 07/17/2013

Submitted For: Perdue Law Firm, Romeo Cantu Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and possible action on a Resolution authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

BACKGROUND

Attachments

list

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 09:49 AM
Final Approval	Monica Badillo	07/12/2013 04:17 PM

Form Started By: Monica Badillo Started On: 07/10/2013 02:54 PM

Final Approval Date: 07/12/2013

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP.
APRIL 6, 2013 TAX RESALE LIST
EXHIBIT "A"

TRACT NO.	SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
1	T-144-03-I	Lot 28, Panfilo Martinez Subdivision	M1550-00-000-0028-00	$13,011	$3,800.00	$527.82	$27.78
2	T-169-03-G	The West one-half of Lot 17 & all of Lot 18, Block 5-Resubd. of Blocks 1-5, La Donna, Hidalgo Co., Texas, leaving a residue of 2.55 acres, net, more or less	L0800-00-005-0017-00	$203,097	$20,000.00	$2,814.15	$750.44
3	T-583-03-G	Lot 1, Blk 3, Reina Del Sol	R1820-00-003-0001-00	$48,254	$10,000.00	$1,607.10	$219.15
4	T-811-03-A	Lots 20, 21 & 22, Block 5, Colonia Maria	C7400-00-005-0020-00	$37,125	$7,500.00	$700.98	$50.07
5	T-921-03-C	Railroad Prop-Donna E ½ MOP Item #621	R0412-00-000-0621-00	$181,609	$20,000.00	$2,500.80	$500.16
6	T-945-04-I	Lots 4 & 5, Blk 4, East Donna	E0350-00-004-0004-00 E0350-00-004-0005-00	$96,154	$31,000.00	$4,515.88	$265.64
7	T-009-06-I	Lots 15, Block 7, Ruthven Addition	R4700-00-007-0015-00	$11,474	$1,000.00	$0.00	$0.00
8	T-1062-06-I TR 1	Tract 1: Lot 2, Block 76, Lott Town and Imp. Subd.	L0250-00-076-0002-00	$51,552	$14,000.00	$2,224.90	$468.40
9	T-1062-06-I TR 2	Tract 2: Lots 40 and 41, Block 2, Colonia Plaza add. To the Town of Donna	C7650-00-002-0040-00	$18,009	$10,500.00	$1,149.40	$164.20
10	T-1538-08-C	Lot 22 Southeast	S4800-00-000-0022-00	$21,192	$5,600.00	$878.24	$199.60
11	T-504-09-B	Lot 12 Blk 7, Donna Original Townsite	D6800-00-007-0012-00	$34,085	$4,700.00	$771.98	$105.27
12	T-892-09-B	Lot 12, L. J. Subd.	L0070-01-000-0012-00	$30,714	$9,500.00	$1,812.96	$151.08
13	T-1120-09-I	Lot 1, Ph 2 South Point	S4470-02-000-0001-00	$26,108	$9,500.00	$1,357.20	$226.20
14	T-1360-09-B	Lot 1 Block 3 North Park Terrace Addition.	N6650-00-003-0001-00	$21,581	$8,000.00	$1,063.04	$199.32
15	T-1361-09-J	Lot 94, Villa Donna	V3590-00-000-0094-00	$29,580	$9,600.00	$826.80	$82.68
16	T-1878-09-H	Lot 14 Blk 11, Quality #3	Q2000-03-011-0014-00	$20,601	$9,000.00	$1,077.02	$153.86
17	T-2063-09-E	Lot 55, South Donna	S4255-00-000-0055-00	$23,318	$12,500.00	$766.85	$109.55

18	**T-508-11-D**	**La Blanca Grant/L Cabazos A TRACT 320'X 225' North of And ADJ TO R/W Between 13th & 12th St, Improvements Only**	**L0455-98-000-0000-20 L0455-98-000-0000-25**	**$266,519**	**$2,000.00**	**$0.00**	**$0.00**
19	**T-1648-11-C TR 1 & 2**	**Lots 13 & 14 Blk 2, La Rilla**	**L1900-00-002-0013-00 L1900-00-002-0014-00**	**$90,191**	**$15,000.00**	**$2,207.11**	**$519.32**
20	**T-153-03-I**	**0.138 acre, more or less, out of the East 10 acres of Farm Tract 524, of the West Tract Subd. And carried on tax rolls as the East ½ of Lot 1-A, Block 524, West Tract**	**W3800-00-524-0001-01**	**$20,430**	**$5,300.00**	**$466.74**	**$77.79**
22	**T-499-04-D**	**The West one-half of Lots 6 and 7, Hollingsworth Subd.**	**H4100-00-000-0006-01**	**$104,893**	**$5,000.00**	**$534.96**	**$118.88**
23	**T-090-05-I**	**Lot 13 Block 3, Bar # 3**	**B1580-03-003-0013-00**	**$10,333**	**$4,800.00**	**$677.40**	**$67.74**
26	**T-455-06-E**	**Lot 11, Delta Vista Subd., Phase 1**	**D3980-01-000-0011-00**	**$45,458**	**$12,000.00**	**$1,881.38**	**$99.02**
27	**T-519-06-F**	**Lots 5 & 6, Block 9, Colonia Castillo**	**C6600-00-009-0005-00**	**$16,258**	**$18,000.00**	**$4,111.86**	**$356.94**
29	**T-290-08-A**	**Lot 10, Block 2, Original Townsite Addition, City of Edcouch**	**E3100-00-002-0010-00**	**$8,825**	**$2,100.00**	**$110.25**	**$7.35**
32	**T-876-08-E**	**Lot 9, Block 23, Edcouch Original Townsite.**	**E3100-00-023-0009-00**	**$15,650**	**$5,300.00**	**$490.56**	**$40.88**
33	**T-1091-08-A**	**Lots 1, 2, 3 and 4, Block 52, Original Townsite Addition, Town of Elsa**	**E5400-00-052-0001-00**	**$128,820**	**$9,300.00**	**$2,057.52**	**$428.65**
34	**T-1108-08-G**	**Lot 8 and the South ½ of Lot 7, Block 2, McDaniel Subd.**	**M2900-00-002-0007-00**	**$28,590**	**$4,500.00**	**$520.48**	**$97.59**
35	**T-1338-08-I**	**Lot 1, Block 65, Original Townsite, City of Elsa**	**E5400-00-065-0001-00**	**$18,380**	**$2,600.00**	**$257.00**	**$25.70**
36	**T-616-95-G**	**0.68 acre, more or less, out of Lots 11 and 12, Block 1, Mission Groves Subd.**	**M5000-00-001-0011-05**	**$278,300**	**$42,000.00**	**$11,781.00**	**$0.00**
37&38	**T-435-03-C TR 1 & TR 2**	**Tract 1 : Lot 242, S 3.51 AC, Doffing No. 1 Tract 2: Lot 242, N. 10.00 acres, Doffing No. 1**	**D6000-01-000-0242-01 D6000-01-000-0242-00**	**$123,788**	**$45,000.00**	**$6,956.06**	**$2,455.08**
39	**T-435-03-C TR 3**	**Tract 3: Lot 87, N 5.00 AC, La Homa Ranch #2**	**L1100-02-001-0087-01**	**$36,622**	**$27,000.00**	**$3,896.06**	**$916.72**
40	**T-436-03-D & T-870-04-F**	**.56 acre, more or less, being a portion of Lot 6, Block 37, Homeville Association Subd. "D"**	**H4250-04-037-0006-20**	**$7,458**	**$10,000.00**	**$1,978.68**	**$0.00**
41	**T-543-03-C**	**Tract 60: Lot 209, Palmshores #1**	**P2750-01-000-0209-00**	**$18,913**	**$6,800.00**	**$1,085.04**	**$0.00**
42	**T-543-03-C**	**Tract 61: Lot 212, Palmshores #1**	**P2750-01-000-0212-00**	**$15,485**	**$5,900.00**	**$923.04**	**$0.00**

43	**T-397-05-A**	**Lot 16, Blk 38 Texas Gardens**	**T2200-00-038-0016-00**	**$25,191**	**$40,000.00**	**$6,240.64**	**$390.04**
44	**T-1402-05-G**	**Lot 128, Greenland Acres**	**G8050-00-000-0128-00**	**$20,122**	**$7,600.00**	**$898.08**	**$56.13**
45	**T-010-10-E & T-797-03-E**	**Lot 1, De Leon Funeral Home**	**D2500-00-000-0001-00**	**$249,030**	**$131,000.00**	**$29,340.41**	**$0.00**
53	**T-758-02-B TR 2**	**Lot 6, Blk 49, Mercedes Original Townsite**	**M3550-00-049-0006-00**	**$34,095**	**$5,300.00**	**$310.40**	**$97.00**
54	**T-578-03-B**	**Lot 5, Blk 4, Garden Park**	**G0800-00-004-0005-00**	**$27,218**	**$2,100.00**	**$28.48**	**$8.90**
55	**T-856-03-A**	**Lot 7, Blk B, Rudy # 2**	**R4600-02-00B-0007-00**	**$30,430**	**$2,900.00**	**$73.78**	**$13.02**
56	**T-964-04-A**	**Lot 34, Block 70, Original Townsite, City of Mercedes**	**M3550-00-070-0034-00**	**$21,969**	**$4,200.00**	**$321.92**	**$60.36**
57	**T-1124-04-H**	**Lot L and E in Block 49 of the resubd., Block 49, Original Townsite of Mercedes**	**M3550-00-049-000E-00**	**$10,600**	**$5,000.00**	**$457.50**	**$61.00**
58	**T-1307-04-B**	**Lot 10 and S 30'X150'-5th st., Blk 107, Mercedes Original Townsite**	**M3550-00-107-0010-00**	**$27,916**	**$3,600.00**	**$231.60**	**$19.30**
59	**T-480-05-C**	**Lots 6 and 7, Blk 53, Mercedes Original Townsite**	**M3550-00-053-0006-00**	**$23,043**	**$6,000.00**	**$623.20**	**$155.80**
60	**T-487-05-A**	**Lot 2, Blk 18, Mercedes Original Townsite**	**M3550-00-018-0002-00**	**$18,622**	**$2,100.00**	**$0.00**	**$0.00**
61	**T-091-07-C**	**Lot 21, Block 147, Original Townsite, City of Mercedes**	**M3550-00-147-0021-00**	**$16,431**	**$3,400.00**	**$329.29**	**$38.74**
62	**T-107-07-B TR 1**	**Lot 13, Blk 159, Mercedes Original Townsite**	**M3550-00-159-0013-00**	**$29,060**	**$9,600.00**	**$1,178.78**	**$138.68**
63	**T-107-07-B TR 2**	**Lot 14, Blk 159, Reina Altura, Mercedes Original Townsite**	**M3550-00-159-0014-00**	**$11,040**	**$3,000.00**	**$60.12**	**$3.34**
65	**T-1148-09-C**	**Lot 104, Block 1, Indian Hills Subd.**	**I2230-00-001-0104-00**	**$28,284**	**$15,000.00**	**$3,225.84**	**$268.82**
66	**T-1151-09-I**	**Lot 525, Blk 1, Indian Hills**	**I2230-00-001-0525-00**	**$15,152**	**$2,400.00**	**$199.64**	**$17.36**
67	**T-1153-09-D**	**Lot 24, Melton Park Estates #1**	**M3400-01-000-0024-00**	**$30,061**	**$8,500.00**	**$1,216.62**	**$67.59**
68	**T-1154-09-G**	**Lot 22, Blk 129, Mercedes Original Townsite**	**M3550-00-129-0022-00**	**$22,813**	**$6,000.00**	**$660.78**	**$73.42**
69	**T-1155-09-H**	**Lot 18, Block 1, Queen City Subd.**	**Q3000-00-001-0018-00**	**$25,720**	**$3,500.00**	**$229.84**	**$27.04**
70	**T-1161-09-C**	**Capisallo .23 AC- 3.04 ac, Lot 8, Blk 66, a/k/a Lots 16 & 17 Greentree Subd.**	**C1400-00-066-0008-01**	**$13,326**	**$8,000.00**	**$1,156.68**	**$136.08**
71	**T-797-10-E TR 1**	**Lot 15, Blk 163, Remera**	**R1900-00-163-0015-00**	**$14,560**	**$2,200.00**	**$0.00**	**$0.00**

72	T-797-10-E TR 2	Lot 16, Blk 163, Remera	R1900-00-163-0016-00	$15,525	$2,500.00	$30.08	$5.64
73	T-797-10-E TR 3	Lot 17, Blk 163, Remera	R-1900-00-163-0017-00	$15,772	$2,400.00	$14.08	$2.64
74	T-814-10-A	Lot 14, Blk 140, Ramera	R1900-00-140-0014-00	$7,230	$2,100.00	$153.52	$8.08
75	T-158-04-E	.07765 Acre, more or less, out of Lot 5, Block 17, John Closner Subd.	L2750-00-017-0005-05	$33,935	$4,900.00	$895.00	$0.00
76	T-358-05-G	Lot 22, Blk 1, Cabana South Subd.	C0250-00-001-0022-00	$45,029	$15,600.00	$2,148.84	$238.76
77	T-471-05-E	Lot 11, Block 2, South Alamo Village Subd.	S4100-00-002-0011-00	$27,189	$10,700.00	$2,196.48	$253.44
78	T-473-05-E	Lot 15, Block 41, Alamo Land and Sugar Co.	A1800-00-041-0015-05	$77,086	$29,000.00	$5,164.40	$516.46
79	T-418-06-D TR 1	Lot 29, Encino Heights	E5950-00-000-0029-00	$17,634	$13,100.00	$672.72	$112.12
80	T-418-06-D TR 2	Lot 30, Encino Heights	E5950-00-000-0030-00	$60,980	$40,000.00	$1,905.60	$381.12
81	T-654-06-F	Lots 8 and 9, Block 126, Evans Subd.	E8000-00-126-0008-00	$39,312	$13,000.00	$2,041.02	$113.39
82	T-264-07-F	Lot 12, Block 14, Citrus Bay	C4700-00-014-0012-00	$16,670	$8,100.00	$1,199.52	$133.28
83	T-692-07-E	Lot 137, Citrus Trail Mobile Home Subd.	C5353-00-000-0137-00	$21,050	$14,600.00	$2,648.80	$132.44
84	T-098-08-A	Lot 103, High School East	H2840-00-000-0103-00	$10,894	$12,300.00	$1,616.70	$190.20
85	T-298-09-B	Lot 6, Blk 178, Hawk	H1850-00-178-0006-00	$24,541	$8,600.00	$1,115.28	$185.88
86	T-514-09-F TR 1	Lot 2, Blk 2, Universal Estates #1	U0500-01-002-0002-00	$8,509	$8,000.00	$1,124.28	$124.92
87	T-514-09-F TR 7	Lot 127, Blk 2, Universal Estates #1	U0500-01-002-0127-00	$8,434	$7,200.00	$980.28	$108.92
88	T-514-09-F TR 8	Lot 125, Blk 2, Universal Estates #1	U0500-01-002-0125-00	$8,423	$8,000.00	$1,124.28	$124.92
89	T-514-09-F TR 10	Lot 128, Blk 2, Universal Estates #1	U0500-01-002-0128-00	$8,423	$8,000.00	$1,124.28	$124.92
90	T-897-09-A	Lot 8, Sioux Terrace South Ph 1	S3593-01-000-0008-00	$13,756	$9,000.00	$1,328.22	$147.58
91	T-1184-09-F	Ken #3 all of Lot 18, Browning	B4650-00-000-0018-00	$25,287	$9,200.00	$1,193.28	$210.57
92	T-1672-09-J	Lot 103, Sol Brilla UT V	S3975-05-000-0103-00	$38,678	$30,500.00	$5,723.40	$286.17
93	T-1679-09-F	R/S Lot 5, Block 11, Lot 27	R5150-00-000-0027-00	$36,059	$9,500.00	$1,594.29	$167.82

94	**T-1857-09-A**	**Lot 30, Blk 7, Hidalgo Park Estates**	**H2650-00-007-0030-00**	**$38,629**	**$10,000.00**	**$1,721.40**	**$258.21**
95	**T-2236-09-H**	**Lots 6 & 7, Blk 3, Colonia Victoria**	**C7800-00-003-0006-00**	**$18,123**	**$7,100.00**	**$854.28**	**$94.92**
96	**T-2611-09-D**	**Lot 24, Blk 2, Palms Addition**	**P2600-00-002-0024-00**	**$23,202**	**$9,000.00**	**$1,169.94**	**$206.46**
97	**T-1688-09-A And T-487-95-D**	**Lot 3, Huisache #1**	**H5200-01-000-0003-00**	**$63,471**	**$12,100.00**	**$2,150.40**	**$268.80**
98	**T-887-10-G**	**Lots 23-24, Blk 85, Hackberry Sudv.**	**H0450-00-085-0023-00**	**$21,430**	**$20,100.00**	**$4,114.93**	**$357.82**
99	**T-1531-10-E**	**E 125'-W 525'-S 336.6' Lot 13, Blk 8, John Closner**	**J5700-00-008-0013-05**	**$28,183**	**$23,500.00**	**$4,173.16**	**$439.28**
100	**T-201-11-H**	**Lot 98 Northside Village M/H PH II**	**N7850-00-000-0098-00**	**$19,747**	**$18,160.00**	**$3,932.16**	**$327.68**
101	**T-1557-11-D**	**Lot 4, Blk 1, Todd**	**T5700-00-001-0004-00**	**$11,245**	**$7,600.00**	**$1,095.00**	**$109.50**
102	**T-357-04-F**	**Lot 34, Las Brisas Del Sur**	**L3140-00-000-0034-00**	**$20,089**	**$6,100.00**	**$997.60**	**$99.76**
103	**T-1164-09-H**	**0.95 AC. Irr. Tr. E75.56'-W221.26'-N320.3' Lot 5, Blk 1, Tejon Land & Water Co.**	**T1400-00-001-0005-17**	**$38,316**	**$45,000.00**	**$7,759.98**	**$862.22**

RESOLUTION OF THE BOARD OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

On the 17th day of July, 2013, at the regularly scheduled meeting of the Board of Hidalgo County Drainage District No. 1, a motion was duly made and seconded for to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the Chairman of the Board called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that the Board of Hidalgo County Drainage District No. 1 approves the bids received on the properties described in the attached Exhibit "A" and authorizes the Chairman of the Board to execute tax resale deeds conveying the approved properties.

SIGNED on this _____ day of _____, 2013.

_____

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

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit “A”

(Tax Resale Property)