AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
September 10, 2013
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held at the Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Open Forum**

3. **Approval of Consent Agenda**

4. **AI-40323** A. Second Public Hearing on proposed 2013 tax rate increase.
B. Set Date, Time and Place to Adopt the 2013 tax rate.

5. **AI-40573** **2013 BOND SERIES**

A.) Presentation of scoring grid of the firms graded and evaluated through the District's "Pool" of Professional Appraisers in connection with Appraisal Services required for Pct. 1- Rural Drainage Development - Adams / Black Subdivision Drainage Improvements.

FIRM NAME:	SCORE:	RANK:
Leonel Garza Jr. & Associates	98	
Appraisal Haus	93	
Johnson Appraisal Group	92	

B.) Requesting approval for the Hidalgo County Drainage District No.1 to negotiate with the number one ranked firm of _____, for the provision of Appraisal Services for Pct.1-Rural Drainage Development-Adams / Black Subdivision Drainage Improvements.

C.) Presentation of scoring grid of the firms graded and evaluated through the District's "Pool" of Title Company Services in connection with Title Report Services required for Pct. 1 - Rural Drainage Development-Adams / Black Subdivision Drainage Improvements.

FIRM NAME:	SCORE:	RANK:

Valley Land & Title Co.	98	
Edwards Abstract & Title Company	92	

D.) Requesting approval for the Hidalgo County Drainage District No.1 to negotiate with the number one ranked firm of _____, for the provision of Title Reports Services required for Pct.1-Rural Drainage Development-Adams/Black Subdivision Drainage Improvement.

6. **AI-40471** A.) Requesting approval to purchase five (5) Samsung Galaxy Tablets through the District's Membership with State of Texas DIR Contract No. SDD-1779 Verizon.

B.) Pursuant to the Boards approval on the purchase of Samsung Tablets requesting authority to purchase the following:

QTY	SERVICE PLAN	RATE
6	4G Unlimited Mobile Broadband Mifi Cards	0
6	Unlimited Data Plan for Mifi Cards	$37.99 monthly
	Estimated Monthly Rate for all cards:	$227.94

2013 BOND SERIES

C.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Javier Hinojosa Engineering and approval of Work Authorization No. 1 in the amount of $49,444.50 as it relates to Engineering Services for the Mission Lateral Control Project Pct. 3. As approved for negotiations by the Hidalgo County Drainage District No.1 Board of Directors on January 15, 2013.

D.) Requesting approval of Work Authorization No. 3 with L&G Engineering in the amount of $12,354.99 as it relates to Survey Services for the La Joya Watershed Improvements Project Pct. 3.

7. **AI-40541** Approval to review and update existing Drainage Advisory Committee.

8. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. **Real Estate Acquisition**

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

C. **AI-40566** Cause No. C-1044-13-E; Ibanez v. Donna I.S.D., et. al., pending in the 275th Judicial District Court of Hidalgo County, Texas

9. **Open Session:**

A. **Real Estate Acquisition**

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

C. **AI-40567** Cause No. C-1044-13-E; Ibanez v. Donna I.S.D., et. al., pending in the 275th Judicial District Court of Hidalgo County, Texas

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

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

12. **Adjourn**

AI-40323 **4.**

DRAINAGE DISTRICT

Meeting Date: 09/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

A. Second Public Hearing on proposed 2013 tax rate increase.
B. Set Date, Time and Place to Adopt the 2013 tax rate.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/21/2013 04:40 PM
Final Approval	Monica Badillo	09/06/2013 05:12 PM

Form Started By: Monica Badillo Started On: 08/21/2013

Final Approval Date: 09/06/2013

AI-40573 **5.**

DRAINAGE DISTRICT

Meeting Date: 09/10/2013

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

A.) Presentation of scoring grid of the firms graded and evaluated through the District's "Pool" of Professional Appraisers in connection with Appraisal Services required for Pct. 1- Rural Drainage Development - Adams / Black Subdivision Drainage Improvements.

FIRM NAME:	SCORE:	RANK:
Leonel Garza Jr. & Associates	98	
Appraisal Haus	93	
Johnson Appraisal Group	92	

B.) Requesting approval for the Hidalgo County Drainage District No.1 to negotiate with the number one ranked firm of _____, for the provision of Appraisal Services for Pct.1-Rural Drainage Development-Adams / Black Subdivision Drainage Improvements.

C.) Presentation of scoring grid of the firms graded and evaluated through the District's "Pool" of Title Company Services in connection with Title Report Services required for Pct. 1 - Rural Drainage Development-Adams / Black Subdivision Drainage Improvements.

FIRM NAME:	SCORE:	RANK:
Valley Land & Title Co.	98	
Edwards Abstract & Title Company	92	

D.) Requesting approval for the Hidalgo County Drainage District No.1 to negotiate with the number one ranked firm of _____, for the provision of Title Reports Services required for Pct.1-Rural Drainage Development-Adams/Black Subdivision Drainage Improvement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/05/2013 04:57 PM
Final Approval	Monica Badillo	09/06/2013 05:12 PM

Form Started By: Jaime Salazar Started On: 09/05/2013 01:59 PM

Final Approval Date: 09/06/2013

AI-40471 **6.**

DRAINAGE DISTRICT

Meeting Date: 09/10/2013

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to purchase five (5) Samsung Galaxy Tablets through the District's Membership with State of Texas DIR Contract No. SDD-1779 Verizon.

B.) Pursuant to the Boards approval on the purchase of Samsung Tablets requesting authority to purchase the following:

QTY	SERVICE PLAN	RATE
6	4G Unlimited Mobile Broadband Mifi Cards	0
6	Unlimited Data Plan for Mifi Cards	$37.99 monthly
	Estimated Monthly Rate for all cards:	$227.94

2013 BOND SERIES

C.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Javier Hinojosa Engineering and approval of Work Authorization No. 1 in the amount of $49,444.50 as it relates to Engineering Services for the Mission Lateral Control Project Pct. 3. As approved for negotiations by the Hidalgo County Drainage District No.1 Board of Directors on January 15, 2013.

D.) Requesting approval of Work Authorization No. 3 with L&G Engineering in the amount of $12,354.99 as it relates to Survey Services for the La Joya Watershed Improvements Project Pct. 3.

BACKGROUND

Attachments

Verizon

Doosan Excavators

JHE Agreement & WA No. 1

WA No. 3 La Joya Watershed

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/29/2013 04:54 PM
Final Approval	Monica Badillo	09/06/2013 05:12 PM

Form Started By: Jaime Salazar Started On: 08/29/2013 02:07 PM

Final Approval Date: 09/06/2013

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date: August 20, 2013

Customer Name: HCID #1

Sales Representative: Omar Rodriguez

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at:
http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this documen shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal For HCID #1 — **Date: 8/20/2013**

Rate Plan:	Line Count	Discounted Monthly Access	Unlimited Minutes (Y/N)	Included Minutes	Included Text	Data Usage	Overage	Monthly Cost	Yearly Cost
4G $37.99 Unlimited Mobile Broadband Plan (BGSA 666)	6	$37.99	N	0	0	Unlimited	$0.00	$227.94	$2,735.28
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
Total	6	$37.99	-	0				$227.94	$2,735.28

Features 23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.	Line Count	Discounted Monthly Access	Monthly Cost	Yearly Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
Total	0	$0.00	$0.00	$0.00
RATE PLAN & FEATURE ESTIMATED ANNUAL COST				**$2,735.28**

Quarterly Device Promotions	Line Count	Cost per Unit		Total
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
Total	0	$0.00		$0.00
Device	**Line Count**	**Cost per Unit**		**Total**
Samsung Galaxy Note 10.1	5	$599.99		$2,999.95
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
Total	5	$599.99		$2,999.95
Accessory - 35% Off	**Line Count**	**Cost per Unit**	**Discount**	**Total**
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total	0	$0.00		$0.00
EQUIPMENT ESTIMATED COST				**$2,999.95**

INVESTMENT ESTIMATE	Total
Rate Plan & Feature Estimated Annual Cost:	$2,735.28
Equipment Estimated Cost:	$2,999.95
INVESTMENT TOTAL	**$5,735.23**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied.

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 [illegible]

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. [illegible]

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

"Updated 10.10.12"

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

25-July-13

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

ATTN: Jaime Salazar

H & V Equipment, Inc is pleased to quote the following DOOSAN DX-255LC / Tier 4 Hydraulic Excavators: These prices are off of the BuyBoard, Contract # 345-1.

`	One New DOOSAN Excavator	(DX255LC-3-US10)	$176,173.00
`	31.5" Triple Grouser Shoes	(standard US10)	
`	Vandalism Covers	(110921-00038)	2,850.44
`	60' Boom / Arm Front	(SLR25-60 / DX255LC)	
	Additional Counterweight	(standard SLR25-60)	
	60" Bucket / Bolt On Edge	(standard SLR25-60)	96,765.00
`	Total List Price		$275,788.44
	Less BuyBoard Published Discount	(12%)	33,094.61
BuyBoard Cost For One Unit			$242,693.83
Less Additional H & V / Factory Discount			39,203.83
Final BuyBoard Cost / One Unit			$203,490.00
Cost For Two Units			$406,980.00
Less Trade In – EX-17, Cat Excavator EL240C (S/N 9PK00889)			20,000.00
Total BuyBoard Cost for Two Units After Trade			$386,980.00

Delivery 60 to 120 Days

3 Year / 5,000 Hour Warranty On The Power Train / Hydraulic System's

BUYBOARD CONTRACT # 345-1. ITEM 37, TRACKED EXCAVATORS. Make P. O. out to H & V Equipment with a copy of the P. O. to the BuyBoard attention Sharon McAfee @ Sharon.mcafee@tasb.org.

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

Yours Truly,

Thad R. Moore

Thad R. Moore

ORIGINAL

(956) 565-3788 Email: HVProgreso@aol.com **(956) 565-2252 Fax**

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

25-July-13

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

ATTN: Jaime Salazar

H & V Equipment, Inc is pleased to quote the following DOOSAN DX-255LC / Tier 4 Hydraulic Excavators: These prices are off of the BuyBoard, Contract # 345-1.

`	One New DOOSAN Excavator	(DX255LC-3-US10)	$176,173.00
`	31.5" Triple Grouser Shoes	(standard US10)	
`	Vandalism Covers	(110921-00038)	2,850.44
`	60' Boom / Arm Front	(SLR25-60 / DX255LC)	
	Additional Counterweight	(standard SLR25-60)	
	60" Bucket / Bolt On Edge	(standard SLR25-60)	96,765.00
`	Total List Price		$275,788.44
	Less BuyBoard Published Discount	(12%)	33,094.61
BuyBoard Cost For One Unit			$242,693.83
Less Additional H & V / Factory Discount			39,203.83
Final BuyBoard Cost / One Unit			$203,490.00
Cost For Two Units			$406,980.00
Less Trade In – EX-17, Cat Excavator EL240C (S/N 9PK00889)			20,000.00
Total BuyBoard Cost for Two Units After Trade			$386,980.00

Delivery 60 to 120 Days

3 Year / 5,000 Hour Warranty On The Power Train / Hydraulic System's

BUYBOARD CONTRACT # 345-1. ITEM 37, TRACKED EXCAVATORS. Make P. O. out to H & V Equipment with a copy of the P. O. to the BuyBoard attention Sharon McAfee @ Sharon.mcafee@tasb.org.

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

Yours Truly,

Thad R. Moore

Thad R. Moore

(956) 565-3788 Email: HVProgreso@aol.com **(956) 565-2252 Fax**

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
H & V Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	H & V Equipment, Inc.
Address:	5627 E.Highway 281
	Progreso, TX 78759
Phone Number:	(956) 565-3788
Email:	hvprogreso@aol.com
Website:	http://www.rgvequipment.com
Federal ID:	74-2997884
Contact:	Thad R. Moore
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Construction/Road & Bridge Equipment, Ditching/Trenching/Utility Equipment
Contract#:	345-10
Effective Date:	10/01/2010
Expiration Date:	09/30/2013
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1-3, 20
States Served:	Louisiana, Texas
Quote Reference Number:	345-10
Return Policy:	None
Additional Dealers:	Corpus Christi TX
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

Contact us 800-695-2919

BTDT Inc. LIST PRICE PAGES FOR SNS ATTACHMENTS FOR DOOSAN EXCAVATORS

EFFECTIVE DATE: 1/13/2013

LONG REACH FRONT ATTACHMENTS FOR DOOSAN PRODUCTS

H AND V EQUIPMENT/ PROGRESSO, TEXAS

LONG REACH EXCAVATOR FRONT

ITEM NUMBER	DESCRIPTION	EXCAVATOR TON CLASS	MAXIMUM REACH	LIST PRICE
SLR18-44	Complete Boom and Arm Tempered and Stress Relieved Steel with HD Arm Cyllinder, Bucket Linkage, Hydraulic Piping Lines and Additional Counterweight, 48" .59 cu.yd. SNS Ditching Bucket with Bolt on Cutting Edge included	DX140LC	44'3" (13.5 m)	$74,020.00
SLR21-50	Complete Boom and Arm Tempered and Stress Relieved Steel with HD Arm Cyllinder, Bucket Linkage, Hydraulic Piping Lines and Additional Counterweight, 48" .59 cu.yd. SNS Ditching Bucket with Bolt on Cutting Edge included	DX225LC	50'2" (15.3m)	$79,149.00
SLR25-55	Complete Boom and Arm Tempered and Stress Relieved Steel with HD Arm Cyllinder, Bucket Linkage, Hydraulic Piping Lines and Additional Counterweight, 54" .67 cu.yd. SNS Ditching Bucket with Bolt on Cutting Edge included	DX255LC	55'1"(16.8m)	$87,743.00
SLR25-60	Complete Boom and Arm Tempered and Stress Relieved Steel with HD Arm Cyllinder, Bucket Linkage, Hydraulic Piping Lines and Additional Counterweight, 60" .59 cu.yd. SNS Ditching Bucket with Bolt on Cutting Edge included	DX255LC	60'(18,3m)	$96,765.00
SLR30-57	Complete Boom and Arm Tempered and Stress Relieved Steel with HD Arm Cyllinder, Bucket Linkage, Hydraulic Piping Lines and Additional Counterweight, 60" .76 cu.yd. SNS Ditching Bucket with Bolt on Cutting Edge included	DX300LC	57'5"(17.5m)	$100,743.00
SLR30-60	Complete Boom and Arm Tempered and Stress Relieved Steel with HD Arm Cyllinder, Bucket Linkage, Hydraulic Piping Lines and Additional Counterweight, 54" .67 cu.yd. SNS Ditching Bucket with Bolt on Cutting Edge included	DX300LC	60'4"(18.4m)	$105,872.00
SLR36-60	Complete Boom and Arm Tempered and Stress Relieved Steel with HD Arm Cyllinder, Bucket Linkage, Hydraulic Piping Lines and Additional Counterweight, 60" .86 cu.yd. SNS Ditching Bucket with Bolt on Cutting Edge included	DX300/350LC	60'4"(18.4m)	$115,250.00
SLR45-65	Complete Boom and Arm Tempered and Stress Relieved Steel with HD Arm Cyllinder, Bucket Linkage, Hydraulic Piping Lines and Additional Counterweight, 72" .1.22 cu.yd. SNS Ditching Bucket with Bolt on Cutting Edge included	DX420/490/530	64'8"(19.7m)	$135,472.00

NOTE:
1.PRICES ARE SUGGESTED LIST PRICE.
2. FOR PROPOSALS ON LONG REACH PRODUCTS FOR DOOSAN EXCAVATORS NOT LISTED ABOVE PLEASE CONTACT BTDT, INC FOR CUSTOM BUILT BOOMS AND ARMS.
3. LIST PRICES ABOVE ARE FOR COMPLETE LONG REACH PACKAGES INCLUDING RECOMMENDED DITCHING BUCKETS FOR THE DOOSAN MODEL LISTED. FOR OTHER DOOSAN MODEL CUSTOM BUILT LONG REACH PRODUCTS PLEASE CONTACT BTDT, INC.

CODE	DESCRIPTION	APPROX WEIGHT	LIST PRICE
DX255LC-US10	DX255 Package B Base Machine W/O Bucket 19'4" (5.9 M) Boom 9'10" (3.0 M) Arm 31.5" (800 mm) Triple Grouser Shoes Transportation Height ; 10'8" (3,250mm)	24,600KG	191,731.03

OPTIONAL EQUIPMENT - Factory Installed

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

OPTION	CODE	DESCRIPTION	LIST PRICE
TRACK SHOE	700	27.6" (700 mm) TRIPLE GROUSER SHOES	-504
	900	35.4" (900 mm) TRIPLE GROUSER SHOES	2,268
ONE-WAY PIPING	ONE	One Way Pilot Piping	0
TWO-WAY PIPING(PE3C)	PE3	One/Two Way Pilot Piping	5,484.47
ONE &TWO WAY FRONT PIPING	OTF	One/Two Way Boom/Arm Piping	3,849.12
LOCK VALVE PIPING	LOB	BOOM LOCK VALVE W/PIPING	4,057.2
FUEL FILLER PUMP	FIL	ELECTRIC FUEL SUPPLY PUMP	1,116.58
RAIN SHIELD	RAI	RAIN SHIELD	402.03
FOGS GUARD	FOG	FALLING OBJECTS GUARD ASBLY KIT	5,143.67
CABIN FRONT GUARD	FUL	Upper and Lower Front Window Guard	2,029.34
ADDITIONAL WORK LAMP	2LA	WORK LIGHT (2 FRONT MOUNTED ON CAB)	1,274.87
	6LA	WORK LIGHT (4 FRONT 2 REAR MOUNTED ON CAB)	1,897.5

OPTION	CODE	DESCRIPTION	LIST PRICE
ROTATING BEACON	ROB	ROTATING BEACON (MOUNTED ON CAB)	704.31
ALARM	TNS	SWING ALARM	340.34
ALTERNATOR	80A	24 V, 80 AMPS ALTERATOR	1,153.68
FUEL DEHYDRATION	WIH	Water Separator with Heater	1,002.52

OPTIONAL EQUIPMENT - Dealer Installed

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

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
110921-00038	VANDALISM COVERS (ROPS)	71.58	2,850.44
139304-01-A	3 INCH SEAT BELT	0.00	130.65
19405992	PLATE COMPACTOR - PCX220 FOR DX255	3,453.00	17,777.00
19406131	PLATE COMPACTOR -PCX114 FOR DX255	1,813.00	11,851.00
86701778	DXB170 BREAKER	1,900.00	43,906.00
AK16-30C	MECH.THUMB USED W/O COUPLER	992.00	4,039.00
AK16L30C	MECH.THUMB USED WITH COUPLER	1,030.00	4,278.00
B33B48	.93 CU. YD. 48" WIDTH DITCHING BUCKET	903.00	3,679.00
B33B60	.98 CU. YD. 60" WIDTH DITCHING BUCKET	1,307.00	4,147.00
B33B72	1.2 CU. YD. 72" WIDTH DITCHING BUCKET	1,499.00	4,222.00
DX255HK1	BREAKER KIT (B) SINGLE ACTING HKX	0.00	5,296.94

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
DX255HK2	THUMB KIT (T) DOUBLE ACTING HKX PIPING E	0.00	5,164.94
DX255HK3	BREAKER/ THUMB KIT [BT] SINGLE & DOUBLE	0.00	7,598.13
DX255QC80H1G2	HYD. QUICK COUPLER WITH INSTALL KIT	700.00	7,623.00
HF49-030	0.82 cu. yd. 30 WIDTH BUCKET	1,555.00	4,935.00
HF49-036	1.00 cu. yd. 36 WIDTH BUCKET	1,747.00	5,368.00
HF49-042	1.20 cu. yd. 42 WIDTH BUCKET	1,899.00	5,837.00
HF49-048	1.45 cu. yd. 48 WIDTH BUCKET	2,048.00	6,241.00
PL80DM	PRO-LINK THUMB; USED W/O COUPLER	1,190.00	12,017.00
PL80QH	PRO-LINK THUMB; USED WITH COUPLER	1,190.00	12,017.00

Please note: Doosan Infracore America Price Pages are subject to change. Notice of changes will be communicated to Dealerships via email with updated price information available from the Doosan Infracore America web site.

STANDARD EQUIPMENT FOR BASE MACHINE

ENGINE: DOOSAN DL06; Turbo Charged and Aftercooled

Electronically Controlled Common Rail Direct Injected

359 cu.in., 6 Cylinder

148 SAE Net Flywheel Horsepower @ 1,900 RPM

Auto Idle System

Equipped with the Fuel Pre-filter with Water Separator & Built in

	Triple Grouser Shoes, 49 Each Side; 800 mm Width
OTHER STANDARD EQUIPMENT:	Joystick Pattern Change Valve
	Counterweight: 10,362 lb. (4,700 kg.)
	Sealed Pins, Boom, Arm and Bucket Linkages
	Swing Mechanism, Internal Gear and Pinion
	Integrated Track Spring and Idler
	Centralized Lube Points
	Large Handrail
	Punched Metal Anti-slip Plates
	Ultra-hard Wear-resistant Disc at the Bucket Pivot
	Engine Restart Prevention System
	Self-Diagnostic System
	Manuals, Parts and Operator's
	GPS 1 Year Subscription
	Vandalism Protection (All panels and fill points lockable)

PACKAGE ARRANGEMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the **"Owner"**, and **JAVIER HINOJOSA ENGINEERING** professional **Engineer**s, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for **MISSION LATERAL CONTROL PROJECT IN PRECINCT 3** hereinafter referred to as the **"Project"**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform management and professional **Engineering** services in connection with the **""Project""** as stated in the articles to follow and for having rendered such services, the **Owner** agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **"Project"** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **"Project"** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement and the **Engineer** will provide professional management and **Engineering** services identified in **EXHIBIT "B"**- ***Services to Provided by the Engineer, attached hereto and made a part of this agreement.***

I. General Contract Management (hereinafter referred to as "GCM"). For GCM, the primary role of the **Engineer** will be to perform professional management services. The **Engineer** as GCM manager, shall direct all tasks required by the project team (hereinafter referred to as **"Project Team"** and identified in the organizational chart shown in **EXHIBIT "B2"-Project Team**, attached hereto), consisting of various subconsultants, in the development of the project. As GCM manager, the **Engineer** shall organize and manage the project team, including: assigning the various **Engineering** work tasks; directing and controlling the work; planning, conducting, and documenting internal and external meetings; stabling policy, procedures, and quality assurance; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary **Engineering**, final design, and construction of the project.

II. Preliminary Project Planning & Development. For preliminary and development of the project, the primary role of the **Engineer** will be to perform **Engineering** activities and work tasks associated with the preparation of an environmental document, public involvement, and the development of primary and secondary project field control through field surveying and aerial mapping.

III. Preliminary Engineering, Final Design & Construction. For these services, the **Engineer** will be performing **Engineering** activities as follows:

(A) Preliminary **Engineering**. As identified in **EXHIBIT "A",** attached hereto, the **Owner** shall provide to the **Engineer** any available relevant data the **Owner** may have on file concerning the project for the **Engineer** to review. The **Engineer** will indicate of any errors and omissions and corrections needed as a basis for the final design of the project. The **Engineer** will prepare a report, hereinafter referred to as the **"Preliminary Engineering Report"**. The **"Preliminary Engineering Report"** will be prepared by the **Engineer** 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 and to set forth clearly the **Engineer**'s recommendations for the final design of the project. The **Engineer**'s recommendations for the final design of the project shall meet all federal, state and county permitting requirements.

(B) Final Design. Upon approval by the **Owner** of the **Engineer**'s final recommendations, as shown in the **"Preliminary Engineering Report"**, the **Engineer** will perform all required **Engineering** tasks, as more particularly identified in **EXHIBIT "B",** attached hereto, to provide the **Owner** with a complete and approved set of plans, specifications, and estimates (incorporated herein by reference as "PS&E" for each phase of construction of the project.

(C) Construction. The **Engineer** will provide construction phase **Engineering** services for each phase of construction of the project that is authorized and funded by the **Owner** for construction. The steps or sequence for the professional management and **Engineering**

services outlined for the scope of work above, and more particularly identified in EXHBIT "B", attached hereto, may be performed concurrently by the Engineer, if approved by the **Owner**.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

(1) Basic Services: Basic Services, incorporated herein by reference as **"Basic Services",** includes those professional services not otherwise identified under Article 5.2 of this Agreement.

(2) Special Services: Special services, incorporated herein by reference as "**Special Services",** includes those professional services identified under Article 5.2 of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on **September 11, 2016** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to

secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the **"Project"** and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **"Project"** under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **"Project"** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Basic Services.*** For and in consideration of the Basic Services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the Owner to the Engineer for Basic Services, subject to adjustment in accordance with Article 6.1 herein, is equal to nine percent (9%) of the construction cost of the Project, as mutually-agreed between the Owner and the Engineer and more particularly defined in Article 6.1 herein, (hereinafter referred to as the "Basic Services Fee"), plus up to an additional one-half percent (0.5%) if the Engineer furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in EXHIBIT "D2"

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of **"Project"** site **Engineer**, resident **Engineer** and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **"Project"**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

Should the **Project** or portions of the **Project** be awarded for construction, the **Owner** will reconcile and determine the final maximum amount payable for the **Basic Services Fee,** as identified in Article 5.1 hereof, for that portion of the Project that has been awarded for construction as follows:

(1)Construction Cost-An estimated construction cost will be developed for each phase of the project, and be updated throughout engineering (advance planning, final design and plans and specifications) development. A construction cost will be mutually agreed between the Owner and the Engineer in writing at the time of submittal of the final plans and specifications to the Owner (the "Final Estimated Construction Cost"). A fee will be calculated as nine percent (9%) of the Final Estimated Construction Cost ("Preliminary Basic Services Fee"). After the project is constructed, and the final construction cost of the project is determined, the Preliminary Basic Services Fee will be adjusted no more than plus or minus then percent (+/-10%) as follows:

(a) If the final construction cost of the project is moiré than the Final Estimated construction Cost, the Basic Services Fee for engineering will be adjusted up, but the adjustment will be no more than plus ten percent (+10%) of the Preliminary Basic Services Fee; or,

(b) If the final construction cost of the project is less than the Final Estimated Construction Cost, the Basic Services Fee for engineering will be adjusted down, but the adjustment will be no more than minus ten percent (-10%) of the Preliminary Basic Services Fee.

(2) Incentives – The portion of the Basic Services Fee for funding incentive will be reconciled and based on funding received at the time of reconciliation.

This reconciliation and determination by the **Owner** will be performed on a yearly basis throughout the development of the **Project,** and within the period of service established in Article 3. Payment due to the **Engineer** or credit owed to the **Owner** by the **Engineer** in the amount of this reconciliation and determination shall be applied to the next applicable **Request for Payment.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set

forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **"Project"** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **"Project".** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **"Project"**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **"Project",** as required through the course of the development to the **"Project".** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **"Project"'s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **"Project"** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **"Project"** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly

associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound **Engineering** principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound **Engineering** principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 "Project" Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of "Project" Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **"Project"** to enable it to the reduce the construction cost of the **"Project"** to an amount within the sum estimated by the

Engineer, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **"Project"**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **"Project"**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **"Project"**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **"Project"** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **"Project"** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **"Project",** including but not limited to additions to or completion of the **"Project".** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional **Engineer**, shall be made in accordance with the

Texas **Engineering** practice Act and the Rules of the State Board of Registration for Professional **Engineer**s.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **"Project"** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **"Project"** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.**

The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in

confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **"Project"** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **"Project"** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in

which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **"Project",** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible **Engineer** or **Engineer**s licensed to practice in the State of Texas, who shall sign, seal and date all appropriate **Engineering** submissions to the **Owner** in accordance with the Texas **Engineering** Practice Act and the Rules of the Stare Board of Registration for Professional **Engineer**s.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **"Project"** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **"Project"** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that **Engineering** design work performed by the **Engineer** hereunder shall be in accordance with sound **Engineering** design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **"Project"** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **"Project"**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **"Project"**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect.

The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **"Project"** has been fully completed, shall be of the standard and quality which prevail among **Engineer**s of similar experience, knowledge, skill and ability engaged in **Engineering** practice throughout Texas under the same or similar circumstances involving the design and construction of **"Project".**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **"Project";** that because of such talent and training, the **Engineer** envisions the construction of the **"Project"** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent **Engineer** having such special skills could anticipate may arise from the proper use of the **"Project"** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and **Owner**s of property within the area affected by the **"Project"** are within a class of foreseeable persons who will be relying on the **"Project"** being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **"Project",** the **Engineer** represents, covenants and agrees that the **PS&E** of the **"Project"** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **"Project"** will conform to its foreseeable use as a **"Project"** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **"Project";** that the result

of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **"Project"** is designed; and the **"Project"** will be inspected in a workmanlike, professional manner and will be suitable for the **"Project"'s** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **"Project"**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 "Project" Manager. The **Engineer** shall provide a manager **("Project" Manager)** for the **"Project"** that is a registered professional **Engineer** in the State of Texas. The **"Project"** manager shall have such knowledge and experience as will enable that **"Project" Manager** during the course of the **"Project"** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **"Project" Manager** prior to the completion and acceptance of the **"Project",** the **Engineer** will submit a request to change the **"Project" Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services

under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **"Project"** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **"Project".** Taking into consideration that the **Owner** has a significant investment is the development of the **"Project",** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **"Project"**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily

injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the* ***Engineer*** *under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an

insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **"Project" by Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, **Engineer** or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER: Hidalgo County Drainage District No. 1
Attn: District Manager
902 N. Doolittle Rd
Edinburg, TX 78542

ENGINEER: Javier Hinojosa Engineering
Attn: Javier Hinojosa, P.E.
416 E. Dove Avenue
McAllen, Texas 78504

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement

on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the _____ day of _____, 2013.

ENGINEER:

BY: _____
Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Garcia, Chairman of the Board

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"

Generalized Services to be Provided by the Engineer

Mission Lateral Control Project In Precinct 3

INDEX

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)	Funding Liaison and Funding Application Preparation	***Special***
(6)	Capital Improvement Program (CIP)	***Special***
(7)	Management / Coordination of Engineering Activities	***Basic***
(8)	Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

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

(C) Final Design

(1)	***"Design Policy & Procedures Manual"***	***Basic***
(2)	Design Concept Conference	***Basic***
(3)	Management / Coordination of Engineering Activities	***Bask***
(4)	Implementation of QC/QA Program	***Basic***

(D) Construction Management

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

Engineering:

IL PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(I)	Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2)	Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

HI. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying (using Lidar/ provided by Owner)	*Provided by Owner*
(2) Data Collection	*Basic*
(3) Geographical Information System	***Special***
(4) Hydrologic Analysis	***Special***
(5) Hydraulic. Analysis	***Special***
(6) Flood Plain Mapping	***Special***
(7) Alternate Solutions /Recommendations for Final Design	***Special***
(8) Final Report — *"Preliminary Engineering Report"*	***Special***
(B) Final Design:	
(1) Right-of-Way Data and ROW Map	*Special*
(2) Design Field Surveying	*Special*
(3) Geotechnical Investigations and Reports	*Special*
(4) Permitting	*Basic*
(5) Channel / Drainage Design	*Basic*
(6) Roadway Design	***Special***
(7) Bridge Design	***Special***
(8) 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. Daily and Weekly Construction Reports	*Special*
c. Measurement / Calculations for Contractor Payment	*Special*
d.-Project-Engineerl-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. Performance Testing	*Special*
b. 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.

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 as defined and more particularly described in EXHIBIT "131" attached to this Agreement. 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 (I). 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.

(5) Funding Sources. If approved by the Owner as *Special Services,* as outlined in Article 5.2, the development and construction of the Project may be eligible for funding from outside sources, If approved by the Owner as *Special Services,* the Engineer's responsibilities regarding funding sources will include the following:

(a) Liaison (Engineer) will act as Corporate Sponsor for obtaining funding from potential funding sources for the Project. The Corporate Sponsor will act as liaison for the Owner to applicable State and Federal resource agencies for possible funding assistance.

(b) The Engineer will identify and develop a list of possible funding sources for the Project.

(c) The Engineer will prepare all required applications to funding sources.

(6) Capital Improvement Program (CIP). If approved by the Owner as Special Services, as outlined in Article 5.2, the Engineer will prepare a CIP based on a conceptual sequence of construction for the Project as identified in the final recommendations shown in the *"Preliminary Engineering Report"* developed by the Engineer under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and

the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CT will be continuously monitored and updated by the Engineer throughout Project development.

(7) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) Implement QC/QA Program. The Engineer will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(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 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 (FCC)with the Owner, and, any other,stakeholders approved hy alq Owner. At the FCC, 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) Final Report: ***"Preliminary Engineering Report".*** The **Engineer** will provide, to the Owner, five (5) bound, color copies of the ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) 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 Policy & Procedures Manual". The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project.** The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the Engineer to each member of the **Project Team.** The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a). _ .Project.Descriptionand Final Reconunendations. of the ***"Preliminary. Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
Specifications

(2) Design Concept Conference (DCC). The Engineer shall coordinate and conduct a design concept conference with the Owner and **Project Team.** At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team.**

(3) Management/Coordination of Engineering Activities. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: 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 11—Preliminary Engineering, Design and Construction **(Final Design)).**

(4) 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 Management Policy & Procedures Manual". The Owner shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the Project. The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **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.

(3) **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 **Engineer** may otherwise agree in writing.

(4) **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.

(5) 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.

(6) **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.***

(7) **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.

(8) **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.

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

(10) **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 PROJECT PLANNING & DEVELOPMENT

In general, this will include all *engineering* activities required for the **Advance Project Development.** Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the *engineering* activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** *(if required by Federal/State agencies)*

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental. Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a *Finding of No Significant Impact (FONSI),* as identified by the NEPA process. This document will include, at a minimum, the following:

(I) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii) scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(1) Public Meetings — These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing — After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The Engineer shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) Field Survevine and Photograrnmetry *(if not provided by Owner)*

(a) Right of Entry: It will be the responsibility of the Engineer to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The Engineer will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the Engineer, the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the Project, a base map background will be provided to the Engineer through the *Owner.*

(c) The Owner shall provide primary Project control for field surveying by establishing horizontal and vertical control points, and the Engineer shall establish secondary Project control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:

(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

In. 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".*** The ***"Preliminary Engineering Report"*** shall be based on the Engineer's review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner).** Should the review and comments by the Engineer indicate deficiencies in the ***"Raymondville Drain Outfall Study",*** or in the Turner, **Collie and Braden, Inc. Engineer Report — "Flood Protection Plan",** dated September 1997, corrections of such deficiencies shall be the responsibility of the Owner, or deemed by the Owner as additional work to be performed by the Engineer and compensated in accordance with Articles 8 and 9 of this Agreement. 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.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements. ***Land Records:***

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning
(viii) General plan mapping (vix)
Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone
management ***Elections***
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS.being developed in the, ***"Raymondville Drain Project".*** Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report".*** ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) Hydrologic Analysis

(a) The Engineer shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4,

(b) The Engineer shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No, 4, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) Hydraulic Analysis

(a) The Engineer shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The Engineer shall create the terrain Triangulated Irregular Network (TIN), if not provided by the Owner. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The Engineer shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The Engineer shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the "terrain TIN atidtreating a3-dimensional cross-section theme.

(e) For verification of measured elevations, the Engineer shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The Engineer will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No, 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the Engineer shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and AreView GIS StreamPro, the Engineer shall map the floodplain over the terrain TIN.

(b) The Engineer shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) Alternate Solutions **and Recommendations**

(a) The Engineer shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The Engineer shall summarize each alternate solution in sufficient detail to indicate clearly the

problems involved in order for the Owner to make the appropriate comparisons to the Engineer's final recommendations and provide the approval for the final design of the Project.

(0) The Engineer shall provide a formal and clearly outlined recommendation regarding the final design of the Project.

(8) **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) Right-of-Way Data (Special Services)

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the Owner is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner's** local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting — The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying — The **Engineer shall** obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any `topographic information not clearly indicated by the aerial ˙photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the Engineer promptly, and at no additional cost or expense to the Owner. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the Owner at no additional cost or expense to **the Owner.**

(2) **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.

(3) **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.

(4) Permitting

The Engineer shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

([5]) 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.

(6) Roadway Desigp

The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the Project. The design of these roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadway. 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.

(7) Bridge Design

(a) The Engineer shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the Project. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated -bridge structure and/or roadvvay, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". 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.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(8) **Plans, Specifications & Estimates (i'S&i)**

(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.

(d) 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.)**

(e) **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.

(I) **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;theTriglifeer 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 daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I — Engineering Management in this exhibit. 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

(a) Performance Testing. Following the completion of construction by the **Contractor,** the Engineer shall provide the *engineering* support and data required for the initial operation of the **Project.** This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contractspecifications. The-Engineer ,will-provide,this inspection with either the *Project Engineer* or *Resident Engineer,* as directed by the **Owner.**

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

EXHIBIT "C"

LABOR CLASSIFICATION	**HOURLY CONTRACT RATES:**
Principal	$225.00/Hr.
Project Manager/Engineer	$150.00/Hr.
Engineering Assistant	$ 95.00/Hr.
R.P.L.S.	$145.00/Hr.
G.P.S. Survey Crew	$150.00/Hr.
3 Man Survey Crew	$110.00/Hr.
Project Inspector	$ 70.00/Hr.
CADD Operator/Designer	$ 70.00/Hr.
Admin./Clerical	$ 30.00/Hr.

EXHIBIT "D"
Preliminary Cost Estimate
Mission Lateral Control Project
Prepared By: Javier Hinojosa Engineering
July 18, 2013

Mission Lateral Control Project

1.	10' X 10' Pre-Cast Box	152	LF	@	$500.00	=	$76,000.00
2.	Wing Wall (CL-C)	1	EA	@	$15,000.00	=	$15,000.00
3.	Demolition	LUMP	SUM	@	$10,000.00	=	$10,000.00
4.	Stone (Rip-Rap) Type R	LUMP	SUM	@	$10,000.00	=	$10,000.00
5.	Concrete Rip-Rap	450	SY	@	$70.00	=	$31,500.00
6.	Excavate Ditch	400	CY	@	$20.00	=	$8,000.00
7.	Tie 18" Drain Line To 10' Box	1	EA	@	$3,000.00	=	$3,000.00
8.	Traffic Control	LUMP	SUM	@	$10,000.00	=	$10,000.00
9.	Erosion Control	LUMP	SUM	@	$5,000.00	=	$5,000.00
10.	Saw Cut Patch Pavement	40	LF	@	$60.00	=	$2,400.00
11.	Control Structure	1	EA	@	$300,000.00	=	$300,000.00

Subtotal	:	**$470,900.00**
Engineering Fees	:	**$49,444.50**
Material Testing	:	**$10,000.00**
Contingency (15%)	:	**$70,635.00**
Subtotal	:	**$600,979.50**

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATIO 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 Javier Hinojosa Engineering, professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services required for the preparation of construction plans and specifications for the Mission Lateral Control Project at the Bentsen Road crossing.

See Attached "Exhibit B" for detailed "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 $49,444.50. 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. 1 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 Javier Hinojosa Engineering as to content and detail of this Work Authorization No. 1.

BY: _____

Javier Hinojosa, P.E., Owner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and Javier Hinojosa Engineering as indicated below and effective as of _____ day of _____, 2013.

THE ENGINEER:

_____

Javier Hinojosa, P.E.
Javier Hinojosa Engineering

THE OWNER:

_____

Chairman of the Board
Hidalgo County Drainage District No. 1

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

_____

Policy Number:

Date Entered: 02/18/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/18/2013

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

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

PRODUCER Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: MID-CENTURY INSURANCE COMPANY INSURER B: FARMERS INSURANCE EXCHANGE INSURER C: FARMERS INSURANCE EXCHANGE INSURER D: Argonaut Insurance Company INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		605021032	6/28/2013	06/28/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS	X		069398805	3/29/2013	3/29/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N0707-71-94	12/1/2013	12/1/2014	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liability	X		IAE12530-0	12/4/2013	12/4/2014	PER CLAIM	$1,000,000

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

CERTIFICATE HOLDER

Hidalgo County Drainage District
ATTN: Jaime J. Salazar
902 N. Doolittle
Edinburg, Tx. 78542

CANCELLATION

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

AUTHORIZED REPRESENTATIVE: F. Carl Davis

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 3

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 services, as outlined in the attached Exhibit "B", for the needed Survey of Liberty Caliche Pit Project hereinafter referred to as the "Project" as part of the La Joya Watershed Improvement Project.

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 $12,354.99. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D" (pages 1 ~ 2).

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 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 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 Mr. Jacinto Garza, P.E. of L&G Engineering as to content and detail of this Work Authorization No. 3.

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and 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

_____

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 Liberty Rd. Caliche Pit Survey Project as a part of the La Joya Watershed Improvement Project in Hidalgo County, TX, hereinafter denoted as 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 the 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.

(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**.

(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

General Project Information

The **Engineer**, through this scope of services, shall provide Survey Services (through Sub-Consultant) and Engineering Analysis (storage volume computations for the base model and various excavation scenarios and quantities) for the Liberty Rd. Caliche Pit Survey Project as a part of the La Joya Watershed Improvement Project in Hidalgo County, TX, hereinafter denoted as the **Project.**

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.

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:

Task 1 – Engineering Analysis and Excavation Quantities Calculations (Storage Volume Models)

The **Engineer** will utilize topographic survey information provided by the Sub-Consultant to generate site models for the project. The preliminary model will consist of the illustration of existing conditions based on site contours at the time of investigation. The **Engineer** will generate the model based on existing LiDAR data supplemented with physical points and cross sections retrieved from the field to provide the most accurate model of existing conditions. The storage capacity will be extracted based on calculations of the three dimensional modeling (x, y, z) and elevation data of natural ground surrounding the site (filling the void). Alternate scenarios will be modeled to determine excavation quantities versus proposed storage volume (adjusting or increasing the void space). The intent of the various scenario modeling and calculations will be to utilize the most appropriate model for the storage of proposed runoff generated based on a predicted storm event (potion of pit intended to be utilized as a detention basin facility).

Task 2 – Coordination w/ Surveyor to Ensure Adequate Information for Deliverable

The **Engineer** will provide coordination services with a proposed surveyor or surveying firm, hereinafter denoted as the **Surveyor**, to ensure all necessary details and points of interest (low points of interior pond areas, high ridge lines, etc.) are surveyed / documented. Coordination will include various services including recovery and/or re-establishment of horizontal and vertical control and monumentation, field surveying, and topographic surveying. The **Engineer**, as a function of this task, will review final electronic data submitted (points files, topographic maps, cross sections, etc.) and final submitted Field Books and Cross Sections. 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.

Task 2a – SUB: Detailed Topographic Survey (To Be Completed by Surveyor)

The 'Detailed Topographic Survey' 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).

Scope of Services

from

Surveyor

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: SURVEYOR	ENGINEER	
		1. Field Surveying
YES	NO	a. Primary Project Control –
		(1) Establish horizontal control points (As agreed upon by the Engineer/Surveyor)
		(2) Establish vertical control points (As agreed upon by the Engineer/Surveyor)
		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
NO	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 schematic layout labeled "Liberty Rd. Project-Caliche Pit Exhibit Needed Survey Information".** Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
		(2) Complete cross-sections survey at 150ft grid, data processing, and CADD mapping (2D) for the limits of the project. This information should be provided to the engineer in .dgn drawn to scale.
		(3) Cross-sections are to be done on a grid and showing the boundaries of the project as agreed with engineer.
NO	NO	(4) 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 (5) 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 (6) 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 (7) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (8) Soil core hole staking.

NO NO (9) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

NO NO (10) Profiles of existing drainage facilities.

NO NO (11) Measurement of hydraulic opening under existing bridges.

NO NO (12) Obtain elevations of manholes and valves of utilities

NO NO (13) Provide temporary signs, traffic control, flags, safety equipment, etc.

NO NO (14) Ties to existing bridges or culverts that may conflict with new construction.

NO NO (15) 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 (16) Inventory signs, mailboxes, and driveways

NO N/A (17) Survey controlled data sheets per TxDOT guidelines.

NO NO (18) Bridges and Cross-Culverts at Pilot Channel
- (a) Inventory bridges and culverts in a field book. (structure ID, span configuration, box size orientation, etc)
- (b) Obtain general structure topography (see Figure 1 and Figure 2)
- (c) Inventory by structure type

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)

Exhibit "D"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No.3

	A	B	C	D	E	F	G	H	I	J
1	Highway: Caliche Pit at Liberty Rd. and Mile 3									
2	County: Hidalgo County, Texas									
3	From:					R.O.W. Surveying Services, LLC				
4	Description of Work: Topographic									
5										
6										
7	TASK AND DESCRIPTION	Survey		Survey	4-man	3-man	2-man	Admin/	Total	
8		PM	RPLS	Technician	Survey Crew	Survey Crew	Survey Crew	Clerical	Hours	Cost
	HOURLY RATE	$124.00	$125.00	$82.00	$175.00	$155.00	$130.00	$50.00		
9	PHASE 1 - Topographic Survey									
10	A. Topographic Survey at 150'(ft) grid	0	0	10	0	40	0	0	50	$ 7,020.00
11		0	0	0	0	0	0	0	0	$ -
12	Subtotal Hours	0	0	10	0	40	0	0	50	
13	Subtotal Cost - Phase 1	$0.00	$0.00	$820.00	$0.00	$6,200.00	$0.00	$0.00		$ 7,020.00
14	PHASE 2 -									
15	A.	0	0	0	0	0	0	0	0	$ -
16		0	0	0	0	0	0	0	0	$ -
17	Subtotal Hours	0	0	0	0	0	0	0	0	
18	Subtotal Cost - Phase 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$ -
19	PROJECT MANAGEMENT & OVERSIGHT									
20	A. Meeting & Coordination w/ Engineers	1	0	0	0	0	0	0	1	$ 124.00
21	B. QC/QA Survey	1	0	0	0	0	0	0	1	$ 124.00
22	Subtotal Hours	2	0	0	0	0	0	0	2	
23	Subtotal Cost - PM & Oversight	$248.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$ 248.00
24										
25	Other Direct Expenses									
26										
27	Total Fee	$248.00	$0.00	$820.00	$0.00	$6,200.00	$0.00	$0.00	52	$7,268.00

EXHIBIT D - WA #3
FEE PROPOSAL

La Joya Watershed Improvement Project
HIDALGO COUNTY DRAINAGE DISTRICT #1

		MANHOURS									
		Senior Project Manager	Senior Engineer	Design Engineer	Senior Engineering Technician	ROW Administrator	Senior Environmental Scientist	Environmental Scientist	Admin / Clerical	L&G TOTAL HOURS	Lump Sum and/or Sub-Contract Amounts
	TASK										
	Liberty Rd. Caliche Pit Survey and Engineering Analysis										
1	Engineering Analysis and Excavation Quantities Calculations at Liberty Pit - Total Storage Volume Computations	2	6	16	12					36	
2	Coordination w/ Surveyor to Ensure Adequate Information for Delieverable	1	4	1						6	
2a	SUB - Detailed Topographic Survey of Liberty Rd. Caliche Pit										$7,268.00
	Subtotal Hours	**3**	**10**	**17**	**12**	**0**	**0**	**0**	**0**	**42**	
	Contract Hourly Rate	$ 68.00	$ 56.00	$ 36.00	$ 25.00	$ 34.00	$ 43.00	$ 25.00	$ 18.00		
	Direct Salary Cost	$ 204.00	$ 560.00	$ 612.00	$ 300.00	$ -	$ -	$ -	$ -		
	Overhead Multiplier 171.00%	$ 348.84	$ 957.60	$ 1,046.52	$ 513.00	$ -	$ -	$ -	$ -		
	Fixed Fee 12.00%	$ 66.34	$ 182.11	$ 199.02	$ 97.56	$ -	$ -	$ -	$ -		
	Total Labor Costs	**$ 619.18**	**$ 1,699.71**	**$ 1,857.54**	**$ 910.56**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,086.99**	**$7,268.00**

Project Team Cost Proposals - Sub Consultants

R.O.W. Surveying Survices, LLC

Cost Proposal

$7,268.00 (See detailed break-down of fee on Page 2 of 2)

Grand Total **$ 12,354.99**

AI-40541 **7.**

DRAINAGE DISTRICT

Meeting Date: 09/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to review and update existing Drainage Advisory Committee.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/04/2013 04:36 PM
Final Approval	Monica Badillo	09/06/2013 05:12 PM

Form Started By: Monica Badillo Started On: 09/04/2013

Final Approval Date: 09/06/2013

AI-40566 **8. C.**

DRAINAGE DISTRICT

Meeting Date: 09/10/2013

Submitted For: Steve Crain/John D. Franz Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-1044-13-E; Ibanez v. Donna I.S.D., et. al., pending in the 275th Judicial District Court of Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/05/2013 01:27 PM
Final Approval	Monica Badillo	09/06/2013 05:12 PM

Form Started By: Monica Badillo Started On: 09/05/2013 12:03 PM

Final Approval Date: 09/06/2013

AI-40567 **9. C.**

DRAINAGE DISTRICT

Meeting Date: 09/10/2013

Submitted For: Steve Crain/John D. Franz Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-1044-13-E; Ibanez v. Donna I.S.D., et. al., pending in the 275th Judicial District Court of Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/05/2013 01:27 PM
Final Approval	Monica Badillo	09/06/2013 05:12 PM

Form Started By: Monica Badillo Started On: 09/05/2013 12:05 PM

Final Approval Date: 09/06/2013