



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
September 24, 2013
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Drainage District #1 Board of Directors will be held 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-40805** A. Public Hearing on the 2014 proposed budget.
B. Discussion, consideration and action or changes, "if any", and the Adoption of the 2014 Annual Budget.
C. Approval to set salaries for District Employees and Travel Allowance for Board Members.
D. Adoption of the 2013 Tax Rate.
5. **AI-40876** Approval of Hidalgo County Drainage District #1 Investment policy.
6. **AI-40793** Approval to submit letter to TWDB (Lower Rio Grande Valley Regional Water Management Program) as it relates to funding for Delta Watershed Project.
7. **AI-40861** A. Requesting approval of Work Authorization No. 8 from TEDSI Infrastructure Group, Inc. in the amount of \$1,642,465.48 as it relates to GCM, Planning and Preliminary Engineering for the Lower Rio Grande Valley Regional Water Management Program (formerly Delta Watershed Project) Under the Pct.1 2012- Bond Referendum Improvement Agreement.

B. Requesting approval of Work Authorization No. 9 from TEDSI Infrastructure Group, Inc. in the amount of \$94,069.25 as it relates to QA/QC Program and Right of Way Services for the East Lateral Project under the Pct.1 2012- Bond Referendum Improvement Agreement.

C. Requesting approval of Work Authorization No. 10 from TEDSI Infrastructure Group, Inc. in the amount of \$63,503.65 as it relates to Construction Management Services, Construction Survey and Right of Way Services for the Adams Black Project under the Pct.1 2012- Bond Referendum Improvement Agreement.

D. Requesting approval of Work Authorization No. 11 from TEDSI Infrastructure Group, Inc. in the amount of \$1,083,176.76 as it relates to Environmental Services for the Lower Rio Grande Valley Regional Water Management Program (formerly Delta Watershed Project) Under the Pct.1 2012- Bond Referendum Improvement Agreement.

E. Requesting approval of Work Authorization No. 14 from TEDSI Infrastructure Group, Inc. in the amount of \$215,993.06 as it relates to Field Surveying, Water Quality and Architectural Services for the Lower Rio Grande Valley Regional Water Management Program (formerly Delta Watershed Project) Under the Pct.1 2012- Bond Referendum Improvement Agreement.

8. **AI-40872** Requesting acceptance and completion of the repairs of three project locations at a cost of \$588,032 - District's cost is 25% or \$147,008.00 as per agreement with Natural Resources Conservation Service (NRCS) for Emergency Watershed Program (EWP) Project Agreement No. 69-7442-12 approved by the Board on April 4, 2012 for stabilization of slopes and removal of sedimentation from the flooding cause by Hurricane Alex.

9. **AI-40834** Discussion and possible action on a Resolution authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

10. **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-40722** Claim of Dannenbaum Engineering

11. **Open Session:**
 - A. **Real Estate Acquisition**

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

 - C. **AI-40725** Claim of Dannenbaum Engineering

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

13.

Open Session:

Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

14.

Adjourn

AI-40805

4.

DRAINAGE DISTRICT

Meeting Date: 09/24/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

- A. Public Hearing on the 2014 proposed budget.
- B. Discussion, consideration and action or changes, "if any", and the Adoption of the 2014 Annual Budget.
- C. Approval to set salaries for District Employees and Travel Allowance for Board Members.
- D. Adoption of the 2013 Tax Rate.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/18/2013 08:38 AM
Final Approval	Monica Badillo	09/20/2013 05:40 PM
Form Started By: Monica Badillo		Started On: 09/17/2013
	Final Approval Date: 09/20/2013	

AI-40876

5.

DRAINAGE DISTRICT

Meeting Date: 09/24/2013

Submitted For: County Treasure, Norma Garcia

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Hidalgo County Drainage District #1 Investment policy.

BACKGROUND

Attachments

Order

Investment Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/20/2013 04:59 PM
Final Approval	Monica Badillo	09/20/2013 05:40 PM
Form Started By: Lora Briones		Started On: 09/20/2013 03:44 PM
	Final Approval Date: 09/20/2013	

THE STATE OF TEXAS)
)
COUNTY OF HIDALGO)

ORDER

On this the _____ day of September, 2013, came on to be heard the matter of adopting the Hidalgo County Drainage District #1 Investment Policy and after discussion the following Order was adopted by the Hidalgo County Drainage District #1 Board of Directors:

WHEREAS, from time to time certain regulations and policies have been adopted regarding the procedures for investment of funds of Hidalgo County Drainage District #1; and

WHEREAS, the need has now arisen for new policies and procedures to be adopted and for all prior policies and procedures to be repealed.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that all policies, procedures and regulations relating to or in any way regulating or establishing rules or policies with respect to the investment of monies owned by Hidalgo County Drainage District #1 by and hereby are repealed effective September _____, 2013; and

BE IT FURTHER ORDERED that the document attached hereto and entitled Hidalgo County Drainage District #1 Investment Policy be and hereby is adopted as the document governing all investment of funds by Hidalgo County Drainage District #1 and its departments and agencies, effective September _____, 2013; and

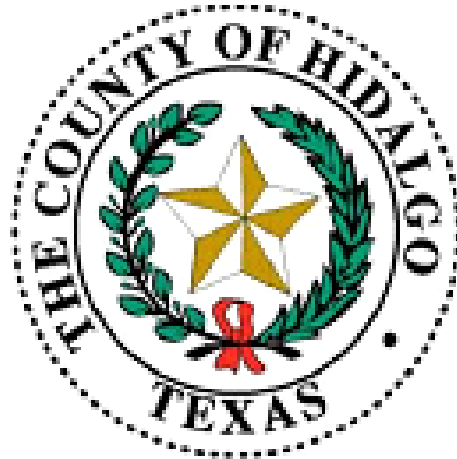
BE IT FURTHER ORDERED that the County Clerk enter a copy of this Order and of said Policies in the minutes of this Court.

WHEREUPON, Board Member _____ moved for the adoption of said Order, which motion was seconded by Board Member _____ and adopted by the following vote: _____ “AYE”, _____ “NO”, all members being present.

DATED this the _____ day of September, 2013

Ramon Garcia, Chairman

Arturo Guajardo, Jr., County Clerk



HIDALGO COUNTY DRAINAGE DISTRICT #1 INVESTMENT POLICY

Norma G. Garcia CCT, CIO

Hidalgo County Treasurer
2810 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2506

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HIDALGO COUNTY DRAINAGE DISTRICT #1 INVESTMENT POLICY

I. OBJECTIVES

The Objectives of the Hidalgo County Drainage District #1 Investment Policy (hereinafter referred to as the “Policy”) shall be:

1. To set forth the methods, means, and goals of financial investment and debt management operation for Hidalgo County Drainage District #1;
2. To insure the financial security and optimum liquidity of Hidalgo County Drainage District #1 funds in a prudent manner at all times;
3. To assist Hidalgo County in achieving reasonable market investment of Hidalgo County Drainage District #1 funds in a prudent manner at all times; and
4. To assist Hidalgo County Drainage District #1 in achieving the maximum interest yield on Hidalgo County Drainage District #1 funds at all times through methods allowed under federal and state law.

II. STANDARD OF CARE

Hidalgo County Drainage District #1 investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived and optimum liquidity required for operations in Hidalgo County Drainage District #1. Safety shall be the first priority, adequate liquidity the second, and yield the third priority. Individual investments shall be made in a manner consistent with this Policy.

III. INVESTMENT STRATEGY

Hidalgo County Drainage District #1 maintains a commingled portfolio, which encompasses three specific fund groups with unique needs and considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Each strategy contains the following elements as required in Chapter 2256, Texas Government Code, also known as the Public Funds Investment Act. These elements are: safety of principal, liquidity, types of investment instruments, and marketability.

General Operating Funds

Hidalgo County Drainage District #1's investment strategy for General Operating Funds shall be made to ensure that anticipated cash flows are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To insure these objectives, investments will be made in short-term, high quality, highly marketable securities.

Debt Service Funds

Hidalgo County Drainage District #1 shall utilize an investment policy for Debt Service Funds to generate a dependable revenue stream for the appropriate debt service funds consistent with the Hidalgo County Drainage District #1 Investment Policy and state law. The primary objective for the investment of Debt Service Funds is to maintain an adequate liquidity to cover the debt service obligation of Hidalgo County Drainage District #1 on required payment dates. Investments shall not have a stated final maturity date which will exceed the appropriate debt service payment date until that next debt service date is fully funded. Liquidity shall be provided for with short-term, high quality, highly marketable securities. The yield of the portfolio will attempt to match the bond yield and not recognize negative arbitrage.

Capital Projects Funds

Hidalgo County Drainage District #1's investment strategy shall be to ensure availability of timely financial resources for the acquisition or construction of major capital facilities. To ensure these funds are available in timely basis, investments will be made with short-term, high quality, highly marketable securities.

General Strategy for All Funds

Hidalgo County Drainage District #1's investment portfolio shall consist of a variety of securities, which may include any or all of the authorized investments listed in Section VII of this Policy.

It shall be the general practice of Hidalgo County Drainage District #1 to utilize an investment strategy based on Section II of this Policy - which defines yield objectives - as well as Section 2256, Texas Government Code. Hidalgo County Drainage District #1, acting through its County Treasurer shall participate in a daily review of its investment position. Investments shall be made after an evaluation of liquidity needs and market rates. If funds are not placed through contracted brokers and/or banks to obtain the highest and best overall portfolio match, then funds shall be invested directly with the depository bank and all related collateral and confirmations shall be confirmed and received within the required time frames pursuant to the Hidalgo County Drainage District #1's bank depository contract. If funds are used to purchase any investment other than investment pool funds and mutual funds, settlement will be made on a delivery versus payment basis and the securities placed in safekeeping in the depository bank. Hidalgo County Drainage District #1 shall in general be conservative in its investment programs consistent with Section VIII. Implementation of this Policy is administered by a qualified, capable investment staff in the County Treasurer's office. The market value of the collateral for all bank time deposit investments shall be no less than 105% of the face/par value of the deposit increased by the amount of any accrued interest.

It is Hidalgo County Drainage District #1's intent to hold purchased securities to the stated maturity date and to have invested in such a manner to insure both the safety and liquidity of such transaction. In the event, however, the need arises to sell securities before the stated maturity date,

said securities shall be analyzed to determine the appropriate time to liquidate and minimize any potential real or book value loss to Hidalgo County Drainage District #1. Hidalgo County Drainage District #1 is not required to liquidate investments that were authorized investments at the time of purchase, Section 2256.017, Texas Government Code.

The Hidalgo County Drainage District #1 investment portfolio shall not exceed an average weighted maturity life of one year for the entire investment portfolio and not more than 20% of the portfolio may exceed two years in maturity.

IV. DEPOSIT OF FUNDS

All funds received by officials of Hidalgo County Drainage District #1 shall be officially deposited upon receipt or the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited on or before the 5th business day after the date of collection by said officer, in accordance with state law.

V. INVESTMENT OFFICER

The County Treasurer of Hidalgo County Drainage District #1 shall be the investment officer for Hidalgo County Drainage District #1 funds. Unless otherwise authorized by law or order of the Board of Directors', a person other than the investment officer of Hidalgo County or his/her designated representative, may not deposit, withdraw, invest, transfer or manage in any other manner funds of Hidalgo County Drainage District #1. In the administration of the duties of an investment officer, the County Treasurer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of person's own affairs.

Should at any time the County Treasurer (i) have a personal business relationship with a business organization offering to engage in an investment transaction with Hidalgo County Drainage District #1, as defined in the Section 2256.005, Texas Government Code, or (ii) be related within the second degree by affinity or consanguinity, as determined under Chapter 573, Texas Government Code, to an individual seeking to sell an investment to Hidalgo County Drainage District #1, the County Treasurer shall file a statement with the Board of Directors' and the Texas Ethics Commission disclosing that personal business interest or relationship.

It is understood at all times that the control and general fiduciary responsibility of Hidalgo County Drainage District #1 funds is vested in the Board of Directors' of Hidalgo County Drainage District #1 and said right of investment or management is extended by the Board of Directors' to the County Treasurer in its behalf. In accordance with Section 113.005, Texas Government Code, the County Investment Officer is not responsible for any loss of the Drainage District #1 funds through the failure or negligence of a depository. This section does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

VI. INVESTMENT AUTHORIZATION

In order to allow the maximum flexibility for the investment of Hidalgo County Drainage District #1 funds, the Hidalgo County Drainage District #1 Board of Directors' extends the County Treasurer full authority for the investment of Hidalgo County Drainage District #1 funds per court order approved annually.

The County Treasurer is hereby authorized to utilize internal and external electronic means for investments transactions and to release same as required.

VII. AUTHORIZED INVESTMENTS

In accordance with the authorizing federal and state laws, Hidalgo County Drainage District #1's depository banking services contract, and appropriate approved collateral provisions; Hidalgo County Drainage District #1 may utilize the following methods for the investment of Hidalgo County Drainage District #1 funds as allowed in Chapter 2256 of the Texas Government Code:

1. Obligations of the United States or its agencies and instrumentalities with a 2 year maximum maturity.
2. Obligations of the State of Texas or its agencies and instrumentalities with a 2 year maximum maturity.
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States ~~with a 10 year stated maximum maturity.~~

In accordance with the provisions of Section 2256.009(b), Texas Government Code, the following (a thru d) are **NOT** authorized investments under this section:

- a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
 - b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
 - c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
 - d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
4. Other obligations, the principal of and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas

or the United States or their respective agencies and instrumentalities with a 2 year maximum maturity, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a 2 year maximum maturity.
6. Certificates of deposit issued by a state or national bank, doing business in the State of Texas and insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations described in Section 2256.009(a), Texas Government Code, including mortgage-backed securities directly issued by federal agency or instrumentality, that have a market value of not less than the principal amount of the certificate but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) Texas Government Code; or secured in any other manner and amount provided by law for deposits of the investing entity with a 1 year maximum maturity. In addition, an investment in certificate of deposit made in accordance with the following conditions is an authorized investment: (1) the funds are invested by an investing entity through a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by the investing entity as required by Section 2256.025, Texas Government Code; or a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity; (2) the broker or the depository institution selected by the investing entity arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity; (3) the full amount of the principal and accrued interest of each of the certificate of deposit is insured by the United States or an instrumentality of the United States; and (4) the investing entity appoints the depository institution selected by the investing entity, an entity described in Section 2257.041(d), Texas Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.
7. Fully collateralized repurchase agreements authorized under Section 2256.011, Texas Government Code, if the repurchase agreement has a six month maximum maturity unless using a flex repurchase for bond proceeds in which case the maximum maturity should equal the maturity of the bond expenditure plan. Repurchase agreements must have a defined termination date, be secured by a combination of cash and obligations described by Section 2256.009(a)(1), Texas Government Code; and must require the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and must be placed through a primary government securities dealer, as

defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date, obligations described by Section 2256.009(a)(1), Texas Government Code, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The terms include a direct security repurchase agreement and reverse security repurchase agreement.

8. Repurchase agreements, as stated above, include reverse repurchase agreements. A reverse repurchase agreement's maturity may not exceed 90 days after the date the reverse security repurchase agreement is delivered.
9. A bankers' acceptance (i) is an authorized instrument under Subchapter 2256.012 Texas Government Code, which has a stated maturity of 180 days or fewer from the date of its issuance; (ii) will be, in accordance with its terms liquidated in full at maturity; (iii) is eligible for collateral for borrowing from a Federal Reserve Bank; and (iv) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1+ or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 10% of the total Hidalgo County Drainage District #1 Investment Portfolio, and all such endorsing banks shall come only from a list of entities who are constantly monitored as to financial solvency.
10. Commercial paper is an authorized investment if the commercial paper: (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least: (a) two nationally recognized credit rating agencies; or (b) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.
11. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of \$1 for each share and provide Hidalgo County Drainage District #1 with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County Drainage District #1 is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt

service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

12. Hidalgo County Drainage District #1 may invest its funds and funds under its control through an eligible constant dollar investment pool if the Board of Directors' by official court order authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

When selecting an investment pool, the County Treasurer shall consider the following criteria:

- a. The types of investment in which money is allowed to be invested;
- b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;
- c. The maximum stated maturity date any investment security within the portfolio has;
- d. The objectives of the pool;
- e. The size of the pool;
- f. The names of the members of the advisory board of the pool and the dates their terms expire;
- g. The custodian bank that will safe keep the pool's assets;
- h. Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation;
- i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- j. The name and address of the independent auditor of the pool;
- k. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- l. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To be eligible to receive funds from and investments on behalf of Hidalgo County Drainage District #1, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

To maintain eligibility to receive funds from and invest funds on behalf of Hidalgo County Drainage District #1, an investment pool must furnish to the investment officer the following:

- a. Investment transaction confirmations; and
- b. A monthly report that contains, at a minimum, the following information:
 - 1) The types and percentage breakdown of securities in which the pool has invested;
 - 2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - 3) The current percentage of the pool's portfolio in investments that have stated maturities more than one year;
 - 4) The book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - 5) The size of the pool;
 - 6) The number of participants in the pool;
 - 7) The custodian bank that is safekeeping the assets of the pool;
 - 8) A listing of daily transaction activity of the entity participating in the pool;
 - 9) The yield and expense ratio of the pool including a statement regarding how yield is calculated;
 - 10) The portfolio managers of the pool;
 - 11) Any changes or addenda to the offering circular.

Hidalgo County Drainage District #1 by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County Drainage District #1, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilized at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between .0995 and 1.005.

In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market mutual funds.

If the investment pool operates an Internet website, the information in a disclosure instrument or report described in subsection 2256.016(b), (c)(2), and (f), Texas Government Code, must be posted on the website.

To maintain eligibility to receive funds from and invest funds on behalf of an entity under Chapter 2256, of the Texas Government Code, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County Drainage District #1, a public investment pool must have an advisory board composed:

- a. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool crated under Chapter 791, Texas Government Code and managed by a state agency; or
- b. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

VIII. INVESTMENT IMPLEMENTATION

The County Treasurer may solicit offers for investment of funds from contracted financial brokers and/or banks orally, in writing, electronically, or by any combination of these methods. Hidalgo County Drainage District #1 funds will generally be placed for investment periods of 1 to 365 days. Funds placed for investment for longer than 365 days shall be upon consultation between the County Treasurer and Chairman of the Board of Directors' or a representative of the Board of Directors'. Hidalgo County Drainage District #1 funds will be invested in time deposits within any

bank with which an agreement has been executed, in securities purchased from contracted broker/dealers, or from time to time in pools or money funds as authorized in this Policy. The Treasurer will utilize controlled disbursement, cash flow analysis and portfolio analysis or similar cash management techniques in the County Treasurer's Office to maximize interest yield on Hidalgo County Drainage District #1 funds, with funds becoming available as needed to meet the financial needs of Hidalgo County Drainage District #1. All investment transactions will be made on the basis of competitive bids and all securities will be cleared on a delivery versus payment basis.

At maturity, investments or time deposits shall be returned to their designated Hidalgo County Drainage District #1 fund, unless otherwise instructed by official court order or as required for immediate re-investment.

The County Treasurer will periodically monitor rating changes in investments purchased by utilizing two of the following nationally recognized credit rating agencies: (1) Fitch, (2) Moody's and (3) Standard & Poor's to ensure compliance with the minimum credit rating allowed by section 2256.009, Texas Government Code. In the event that the minimum rating of an investment does not qualify it as an authorized investment during the period of that investment, the County Treasurer will take all prudent measures to liquidate said investment.

The County Treasurer will monitor the market price of investments purchased utilizing the resources provided by the broker/dealers and pools approved by Commissioners' Court and the Wall Street Journal website.

IX. INVESTMENT INSTITUTIONS

The County Treasurer is authorized to utilize the following institutions or groups to facilitate the investment of Hidalgo County funds, consistent with federal and state law and Hidalgo County Drainage District #1's banking services depository contract:

1. Authorized depositories.
2. SEC and state or NASD registered broker/dealers.
3. Public Funds Investment Pools based in the State of Texas.
4. Money Market Mutual Funds.

The County Treasurer is authorized to place investment orders on an "as needed" basis with designated financial brokerage firms, banks or contractors with which Hidalgo County Drainage District #1 maintains a current written contract, authorized by Board of Directors' order, and consistent with the Investment Policy of Hidalgo County Drainage District #1.

Hidalgo County Drainage District #1 will generally use a request for proposal (RFP) method of securing the services of Hidalgo County Drainage District #1 and/or Texas based securities and investment firms to serve as contracted financial brokers for Hidalgo County Drainage District #1, or

may negotiate a contract for such services if recommended by the Hidalgo County Drainage District #1 Financial Review Committee and approved by the Board of Directors'. Hidalgo County Drainage District #1 will from time to time add or delete such firms, to further seek to enhance Hidalgo County Drainage District #1's financial position as qualified firms become known to and are recommended by the Hidalgo County Drainage District #1 Investment Review Committee. All firms selected as financial brokers for Hidalgo County Drainage District #1 shall sign an officially approved contractual agreement which must be officially approved by the Board of Directors' and comply with the Hidalgo County Drainage District #1 Investment Policy as set forth hereinafter in this Section. The Investment Review committee shall, at least annually, review, revise, and recommend for adoption by the Board of Directors' a list of qualified brokers that are authorized to engage in investment transactions with Hidalgo County Drainage District #1.

A written copy of the Hidalgo County Drainage District #1 Investment Policy shall be presented to any financial institution offering to engage in an investment transaction with Hidalgo County Drainage District #1. The qualified representative of the financial institution offering to engage in an investment transaction with Hidalgo County Drainage District #1 shall execute a written instrument, which shall indicate the following:

1. The representative and sales personnel have received and reviewed the Hidalgo County Drainage District #1 Investment Policy; and
2. Acknowledged in writing as approved by Hidalgo County Drainage District #1 that the financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Hidalgo County Drainage District #1 and the financial institution that are not authorized by this Policy.

The County Treasurer of Hidalgo County Drainage District #1 may not acquire or otherwise obtain any authorized investment described in this Policy from a financial institution, bank, or pool which has not delivered to Hidalgo County Drainage District #1 a written instrument as set forth hereinabove.

X. METHODS OF INVESTMENT

Internal Investments

The County Treasurer is authorized to internally electronically move funds for Hidalgo County Drainage District #1 investments from currently established funds, plus any newly established Hidalgo County Drainage District #1 funds, within the banking services depository.

The County Treasurer is authorized to utilize an internal electronic banking system for the investment of such funds by means of Customer Direct Link (CDL) program, or Hidalgo County Drainage District #1 checks with the banking services depository.

The purpose of the internal electronic banking system shall be to allow the County Treasurer to shorten float time on investments, for elimination of checks to make investments of funds within

Hidalgo County Drainage District #1 accounts, and to return funds to primary Hidalgo County Drainage District #1 accounts.

The County Treasurer is authorized to internally electronically move and credit principal, plus interest earnings, to Hidalgo County Drainage District #1 funds currently established, plus any newly established Hidalgo County Drainage District #1 funds, as such investments mature.

External Investments

Hidalgo County Drainage District #1 will generally disburse all funds for investments from the Hidalgo County Drainage District #1 banking services depository bank by means of a properly authorized check. In accordance with Section 2256.051, Texas Government Code, Hidalgo County Drainage District #1 may use an electronic funds transfer to invest all funds collected or controlled by Hidalgo County Drainage District #1. Such program shall be under guidelines established and mutually agreeable between the Drainage District #1 Financial Officer, County Treasurer, and banking services depository bank wire transfer agreement.

The County Treasurer is authorized to electronically wire Hidalgo County Drainage District #1 funds for investment purposes from currently established Hidalgo County Drainage District #1 funds, plus any newly established Hidalgo County Drainage District #1 funds, to authorized investment institutions as indicated under Section IX of this Policy, and in accordance with procedures mutually established with the Hidalgo County Drainage District #1 Financial Officer on a delivery versus payment basis. The County Treasurer is further authorized to accept electronically all Hidalgo County Drainage District #1 maturities including principal and interest, as such investments mature, for the proper internal disbursement to Hidalgo County Drainage District #1 funds.

XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The Hidalgo County Treasurer shall select the type of securities pledged to secure Hidalgo County Drainage District #1 funds. Additionally, withdrawal, or substitution of collateral for Hidalgo County Drainage District #1 funds shall be subject to prior official approval of the Hidalgo County Treasurer. The initial amount of securities to be pledged against Hidalgo County shall be adequate to fully collateralize the funds of Hidalgo County according to the State laws of Texas and shall continuously remain as such. The amount is subject to change as investments fluctuate in which case the collateral may be reduced with the approval of the County Treasurer.

The investment of any Hidalgo County Drainage District #1 funds shall be collateralized consistent with Federal and state law, Hidalgo County Drainage District #1's banking services depository contract, and the Hidalgo County Drainage District #1 Investment Policy without exception, in one or more of the following manners:

1. A Direct Obligation, including letters of credit, of the United States or its agencies and instrumentalities;
2. An Obligation that in the opinion of the Attorney General of the United States is a

general obligation of the United States and backed by its full faith and credit;

3. An Obligation, the principal of and interest of which are unconditionally guaranteed by the United States;
4. An Obligation of an Agency or Instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality; however, obligations of the nature described in Section 2256.009(b), Texas Government Code, shall not be eligible for use as collateral for any Hidalgo County Drainage District #1 funds; or
5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency that has current rating of not less than A or its equivalent.

Furthermore, all collateral must have a ~~10-year maximum stated maturity~~ [an expected weighted average life of 10 years or less and does not constitute a high-risk mortgage security.](#)

XII. LEVEL OF COLLATERAL

The market value of the pledged securities securing the time and demand deposits of public funds for Hidalgo County Drainage District #1 shall be in an amount at least equal to 105% of the amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government. The County Treasurer will maintain a monitoring program to establish the market value of such collateral, as best available, for the security of Hidalgo County Drainage District #1 funds.

XIII. POSSESSION OF COLLATERAL

All Securities pledged to secure time and demand deposits of Hidalgo County Drainage District #1 funds shall be held at an independent third party bank outside of the pledging bank and approved by Hidalgo County Drainage District #1 as defined in Hidalgo County Drainage District #1 banking services depository contracts. For investments made with an external broker or outside the bank depository, securities and collateral will be held by an independent third party. Delivery of collateral shall be made to the party holding such on Hidalgo County Drainage District #1's behalf for safekeeping not later than 1:00 P.M. CST on the same day of a trade. All brokers and/or banks shall indicate "Hidalgo County Drainage District #1" on all transaction details.

The independent third party safekeeping bank used for bank collateral and the depository bank acting as safekeeping agent for securities purchased externally shall immediately provide an original safekeeping receipt of the securities and/or surety bonds to the County Treasurer on behalf of the Board of Directors' evidencing the deposit of said securities. When the pledged securities and/or surety bonds held by the custodians are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the custodians

issue to Hidalgo County Drainage District #1 through the County Treasurer shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the party pledging the securities. All participants in the investment or holding of collateral for Hidalgo County Drainage District #1 investments must provide the County Treasurer with a confirmation of trade and safekeeping receipt for county securities and collateral on the same day of the transaction without exception. Banks shall not hold collateral for Hidalgo County Drainage District #1 investments made at or through said institution.

XIV. INVESTMENT REPORTS

Not less than quarterly the County Treasurer shall prepare and submit to the Board of Directors' a written report of Hidalgo County Drainage District #1's investment transactions for the preceding reporting period, in addition to other information that may be required by Hidalgo County Drainage District #1. The report shall contain:

1. A detail of the investment position of Hidalgo County Drainage District #1 on the date of the report;
2. A summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the beginning market value for the reporting period, additions and changes to the market value during the period, the ending market value for the period, and fully accrued interest for the reporting period;
3. The book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
4. The maturity date of each separately invested asset that has a maturity date;
5. The account or fund or pooled group fund of Hidalgo County Drainage District #1 from which each individual investment was acquired; and
6. Compliance of the Hidalgo County Drainage District #1 Investment Portfolio as it relates to the investment strategy expressed in Section III, Investment Strategy of this Policy, as well as other relevant provisions of the Policy.

The report shall be signed by the County Treasurer and accepted by Board of Directors' as indicated in Section XIV of this policy.

Hidalgo County Drainage District #1 shall have performed as a part of its annual external financial audit a compliance audit of management controls on investments and adherence to Hidalgo County Drainage District #1's established investment policies. Investment reports shall be formally reviewed by the External Auditor and the results of the review shall be reported to the Board of Directors'.

XV. CONTINUING EDUCATION

It is recommended that each member of Board of Directors' shall attend at least one training session relating to the person's responsibilities under Chapter 2256, Texas Government Code, within

six (6) months after taking office.

The County Treasurer and any designated investment officer shall attend at least 10 hours investment training in accordance with the Public Funds Investment Act within 12 months of taking office and 10 hours training within every two-year period as required by Section 2256.008(a), Texas Government Code. Training under this section must include education in investment controls, security risks, strategy risks, market risks, and compliance with Chapter 2256, Texas Government Code.

XVI. FINANCIAL REVIEW COMMITTEE

There shall be a Hidalgo County Drainage District #1 Investment Review Committee, which shall consist of the County Treasurer as Chairman, Drainage District #1 Board Chairman, and Drainage District #1 Financial Officer. As required, the Hidalgo County Drainage District #1 Financial Advisor (if any) may serve as an Ex-Officio member of the Committee.

The Committee shall be charged with reviewing the general financial management of Hidalgo County Drainage District #1 funds and debt and asset management programs and making recommendations on such items to the Board of Directors'. The Hidalgo County Drainage District #1 Investment Review Committee shall also deal with and coordinate the efforts of the Hidalgo County Drainage District #1 Financial Advisor (if any) and Hidalgo County Drainage District #1 Bond Counsel, and other related individuals/organizations, to develop and/or enhance Hidalgo County Drainage District #1 financial procedures, implement Hidalgo County Drainage District #1 bond sales, or establish recommended policy for the Board of Directors' concerning the working relationship and duration of such relationship with such groups, as well as any other financially-related matters that may be referred to the Committee from time to time by Board of Directors'.

In view of constant and enhanced financial and banking techniques which may prove beneficial to the Objectives of the Hidalgo County Drainage District #1 Investment Policy as herein set forth, the Hidalgo County Drainage District #1 Investment Review Committee will monitor such changes to determine required adjustments in the Hidalgo County Drainage District #1 Investment Policy.

XVII. REVIEW OF POLICY

The Hidalgo County Board of Directors' shall review these Policies and the Hidalgo County Drainage District #1's investment strategies at least annually. Following such review, the Board of Directors' shall adopt a written Order stating that it has reviewed the investment policy and investment strategies and setting forth any changes made to either the investment policy or investment strategy.

ADOPTED: _____.

Date

AI-40793

6.

DRAINAGE DISTRICT

Meeting Date: 09/24/2013

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to submit letter to TWDB (Lower Rio Grande Valley Regional Water Management Program) as it relates to funding for Delta Watershed Project.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/17/2013 03:01 PM
Final Approval	Monica Badillo	09/20/2013 05:40 PM
Form Started By: Sylvia Sanchez		Started On: 09/17/2013 11:30 AM
	Final Approval Date: 09/20/2013	

AI-40861

7.

DRAINAGE DISTRICT

Meeting Date: 09/24/2013

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of Work Authorization No. 8 from TEDSI Infrastructure Group, Inc. in the amount of \$1,642,465.48 as it relates to GCM, Planning and Preliminary Engineering for the Lower Rio Grande Valley Regional Water Management Program (formerly Delta Watershed Project) Under the Pct.1 2012- Bond Referendum Improvement Agreement.

B. Requesting approval of Work Authorization No. 9 from TEDSI Infrastructure Group, Inc. in the amount of \$94,069.25 as it relates to QA/QC Program and Right of Way Services for the East Lateral Project under the Pct.1 2012- Bond Referendum Improvement Agreement.

C. Requesting approval of Work Authorization No. 10 from TEDSI Infrastructure Group, Inc. in the amount of \$63,503.65 as it relates to Construction Management Services, Construction Survey and Right of Way Services for the Adams Black Project under the Pct.1 2012- Bond Referendum Improvement Agreement.

D. Requesting approval of Work Authorization No. 11 from TEDSI Infrastructure Group, Inc. in the amount of \$1,083,176.76 as it relates to Environmental Services for the Lower Rio Grande Valley Regional Water Management Program (formerly Delta Watershed Project) Under the Pct.1 2012- Bond Referendum Improvement Agreement.

E. Requesting approval of Work Authorization No. 14 from TEDSI Infrastructure Group, Inc. in the amount of \$215,993.06 as it relates to Field Surveying, Water Quality and Architectural Services for the Lower Rio Grande Valley Regional Water Management Program (formerly Delta Watershed Project) Under the Pct.1 2012- Bond Referendum Improvement Agreement.

BACKGROUND

Attachments

WA No. 8 Teds

WA No. 9 Teds

WA No. 10 Teds

WA No. 11 Teds

WA No. 14 Teds

Form Review

Inbox
Budget & Management

Reviewed By
Obdett Calzada

Date
09/20/2013 09:52 AM

Final Approval

Monica Badillo

09/20/2013 05:40 PM

Form Started By: Jaime Salazar

Started On: 09/19/2013 04:17 PM

Final Approval Date: 09/20/2013

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT #

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 8

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide General Engineering Management Services for various tasks required to facilitate the Lower Rio Grande Valley Regional Water Management Program (formerly Delta Watershed Project identified in the 2012 HCDD#1 Bond Referendum).

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

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

PART 2. ESTIMATED COST

The estimated lump sum not to exceed cost for services under this Work Authorization No 8 is \$1,642,465.48. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D". A supplemental agreement shall be executed by both parties should additional funds be needed to complete these tasks.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 8 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 work tasks of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 8.

BY: _____

Jesse Salinas, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

TEDSI Infrastructure Group, Inc

By: Jesse Salinas, President/CEO

THE OWNER:

Hidalgo County Drainage District No. 1

By: Ramon Garcia, Chairman

Attest as to form:

Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

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**" (as defined and more particularly identified in **EXHIBIT "B"** attached to the Agreement)

GENERAL

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

- (1) Authorization to the **ENGINEER** to begin work in accordance with Article 7 of the Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Article 5 and Article 6, both of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the "**Project**".
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Provide a copy the **Engineering** study, previously prepared by the other parties contracted by the **Owner** and incorporated herein by reference as the "Regional Water Supply Facilities Plan", and any associated documentation that may be relevant to the Engineer in the evaluation and verification of the "Regional Water Supply Facilities Plan", the Raymondville Drain Study prepared by S&B Infrastructure, Ltd. & the Corps of Engineers South Floodwater Study.

PRELIMINARY PROJECT PLANNING AND DEVELOPMENT

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

- (1) Approve the Work Plan prepared by the **ENGINEER** and more particularly identified in **EXHIBIT "B"** attached to the Agreement.

- (2) Approve the Project Development Schedule prepared by the **ENGINEER** and more particularly identified in **Exhibit "B"** attached to this Agreement.
- (3) **Construction Estimate.** Provide **ENGINEER** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the **ENGINEER** and more particularly identified in **EXHIBIT "B"** attached to the Agreement.
- (4) Submit all required applications prepared by the **ENGINEER** to funding sources.
- (5) **Capital Improvement Program (CIP).** Provide any relevant data regarding the **Owner's** budget and budget process to assist the **ENGINEER** in the Preparation of the **CIP** more particularly identified in **EXHIBIT "B"** attached to the Agreement; review and approve the **CIP** prepared by the **ENGINEER**.

PRELIMINARY ENGINEERING DESIGN

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

- (1) Attend the **Preliminary Concept Conference** more particularly identified in **EXHIBIT "B"** attached to this Work Authorization.
- (2) Assist the **ENGINEER**, as required in the coordination with the US Federal USACE, FEMA, USFW, Environmental Protection Agency, Department of Energy, Department of Education, along with Texas Water Development Board, TCEQ and other State & Federal coordinating agency or entity.

EXHIBIT “B”
Services to be Provided by the Engineer

Work Authorization No. 8

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(4) Preparation of “ <i>Preliminary Engineering Report</i> ”	5
(5) Coordination with all Reviewing Agencies	5

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) Administrative Policy & Procedures Manual (Work Plan) | <i>Basic</i> |
| (2) Project Development Schedule | <i>Basic</i> |
| (3) Construction Estimate | <i>Basic</i> |
| (4) Quality Control / Quality Assurance Program | <i>Basic</i> |
| (5) Subcontract Administration | <i>Basic</i> |
| (6) Legislative Liaison & Funding Application Preparation | <i>Special</i> |
| (7) Capital Improvement Program (CIP) | <i>Basic</i> |
| (8) Management / Coordination of Engineering Activities | <i>Basic</i> |
| (9) Implementation of QC/QA Program | <i>Basic</i> |

(B) Preliminary Engineering

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

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 "B"** 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) **Administrative Policy & Procedures Manual.** The **Engineer** will create a manual that includes policy and procedures for administering the project and act as the **Work Plan** for the **Project Team**. The **Work Plan** will incorporate all requirements of applicable federal & state regulations and policies. The **Work Plan** will be approved by the **Owner**, and then distributed to the **Owner** and each **Project Team** member for the purpose of coordination and consistency in Project development. The **Work Plan** will be monitored and maintained by the **Engineer**; updates will be distributed to the **Owner** and each **Project Team** member as work progresses throughout **Project** development.

Items to be identified in the **Work Plan** will include, but not limited to, the following:

- (a) Goals and mission of the **Project**
- (b) Identification of Stakeholders
- (c) Team Responsibilities
- (d) Contact List
- (e) Communication Policies and Procedures (chain of command, document formats, etc.)
- (f) Contract Administration Procedures (invoicing, recordkeeping, etc.)
- (g) Progress Report Procedures
- (h) Applicable federal, state and local regulations
- (i) Coordination procedures with reviewing agencies (USACE, FEMA, County, State, etc.)
- (j) **Project** Development Schedule

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

(3) **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.

I. Engineering Management (EM) (continued)

- (4) **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**.
 - (5) **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.
 - (6) **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.
 - (7) **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 CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.
 - (8) **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).
 - (9) **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**

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Regional Watershed Project"

EXHIBIT "B"

I. Engineering Management (EM) (continued)

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 (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the "*Preliminary Engineering Report*", identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.
- (2) **Management/Coordination of Engineering Activities.** The **Engineer** shall *manage* and coordinate the **Project Team** in the preparation of specific *engineering* work activities, tasks, special services for the final development of the "*Preliminary Engineering Report*", including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the *engineering* activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).
- (3) **Implement QC/QA Program.** The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the "*Preliminary Engineering Report*", and its compliance with standards of sound *engineering* principles and the agreed-upon design criteria established at the PCC.
- (4) **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.

EXHIBIT “B”
Services to be Provided by the Engineer

Work Authorization No. 8

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(1) Administrative Policy & Procedures Manual	3
(2) Project Development Schedule	3
(3) Construction Estimate	3
(4) Quality Control/Quality Assurance Program	3
(5) Subcontract Administration	3
(6) Funding Sources	3
(7) Capital Improvement Program	3
(8) Management/Coordination of Engineering Activities	3
(9) Implementation of QC/QA Program	3
(10) Computer System & Database Development Platform	
(B) Preliminary Engineering	4
(1) Preliminary Concept Conference	5
(2) Management/Coordination of Engineering Activities	5
(3) Implementation of QC/QA Program	5
(4) Preparation of “ <i>Preliminary Engineering Report</i> ”	5
(5) Coordination with all Reviewing Agencies	5

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) Administrative Policy & Procedures Manual (Work Plan) | <i>Basic</i> |
| (2) Project Development Schedule | <i>Basic</i> |
| (3) Construction Estimate | <i>Basic</i> |
| (4) Quality Control / Quality Assurance Program | <i>Basic</i> |
| (5) Subcontract Administration | <i>Basic</i> |
| (6) Legislative Liaison & Funding Application Preparation | <i>Special</i> |
| (7) Capital Improvement Program (CIP) | <i>Basic</i> |
| (8) Management / Coordination of Engineering Activities | <i>Basic</i> |
| (9) Implementation of QC/QA Program | <i>Basic</i> |

(B) Preliminary Engineering

- | | |
|--|--------------|
| (1) Preliminary Concept Conference | <i>Basic</i> |
| (2) Management / Coordination of Engineering Activities | <i>Basic</i> |
| (3) Implementation of QC/QA Program | <i>Basic</i> |
| (4) Preparation of <i>“Preliminary Engineering Report”</i> | <i>Basic</i> |
| (5) Coordination with all reviewing agencies (FEMA, USACE, etc.) | <i>Basic</i> |

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 "B"** 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) **Administrative Policy & Procedures Manual.** The **Engineer** will create a manual that includes policy and procedures for administering the project and act as the **Work Plan** for the **Project Team**. The **Work Plan** will incorporate all requirements of applicable federal & state regulations and policies. The **Work Plan** will be approved by the **Owner**, and then distributed to the **Owner** and each **Project Team** member for the purpose of coordination and consistency in Project development. The **Work Plan** will be monitored and maintained by the **Engineer**; updates will be distributed to the **Owner** and each **Project Team** member as work progresses throughout **Project** development.

Items to be identified in the **Work Plan** will include, but not limited to, the following:

- (a) Goals and mission of the **Project**
- (b) Identification of Stakeholders
- (c) Team Responsibilities
- (d) Contact List
- (e) Communication Policies and Procedures (chain of command, document formats, etc.)
- (f) Contract Administration Procedures (invoicing, recordkeeping, etc.)
- (g) Progress Report Procedures
- (h) Applicable federal, state and local regulations
- (i) Coordination procedures with reviewing agencies (USACE, FEMA, County, State, etc.)
- (j) **Project** Development Schedule

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

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Regional Watershed Project"
Work Authorization No. 8

EXHIBIT "B"

I. Engineering Management (EM) (continued)

- (3) **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.
- (4) **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**.
- (5) **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.
- (6) **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.
- (7) **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 CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.
- (8) **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).
- (9) **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.

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Regional Watershed Project"
Work Authorization No. 8

EXHIBIT "B"

I. Engineering Management (EM) (continued)

(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 (PCC) with the Owner, and any other stakeholders approved by the Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the *“Preliminary Engineering Report”*, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the Owner.
- (2) **Management/Coordination of Engineering Activities.** The Engineer shall *manage* and coordinate the Project Team in the preparation of specific *engineering* work activities, tasks, special services for the final development of the *“Preliminary Engineering Report”*, including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the *engineering* activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).
- (3) **Implement QC/QA Program.** The Engineer will monitor and perform the QC/QA program developed to ensure the quality of the *“Preliminary Engineering Report”*, and its compliance with standards of sound *engineering* principles and the agreed-upon design criteria established at the PCC.
- (4) **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.

WORK AUTHORIZATION #8

EXHIBIT D

DELTA AREA WATERSHED
GENERAL CONSULTANT MANAGEMENT
ESTIMATED COST PROPOSAL
LABOR COSTS

TASK DESCRIPTION	Principal Engineer (QA/QC)	Project Manager (VIII)	Sr. Engineer (V)	Project Engineer (III)	Project Engineer (II)	Project Engineer (I)	Engr. In Training (E.I.T)	Sr. Engr. Designer	Engr. Designer	CADD Operator	Sr. GIS Designer	GIS Designer	GIS System Manager	IT System Manager	Project Admin.	Assistant Admin.	EST. HOURS	EST. COST
Contract Rate	\$266.62	\$232.61	\$187.37	\$156.15	\$144.56	\$127.75	\$122.87	\$117.57	\$109.24	\$104.61	\$135.00	\$90.00	\$175.00	\$180.00	\$178.37	\$73.13		
I. GCM FOR ENGINEERING MANAGEMENT																		
(A) Preliminary Project Planning and Development																		
(1) Administrative Policy & Procedures	10	40	120	40			160						80	80	60	80	670	\$105,432.80
(2) Project Development Schedule	20	40	140		40										20	40	300	\$53,143.60
(3) Construction Estimate	10	80	120												40		250	\$50,894.20
(4) QC/QA Program Development	20	54	24		130										60		288	\$51,885.22
(5) Subcontract Administration	20	48	120												60		248	\$49,684.28
(6) Funding Source	220	160													120	36	536	\$119,911.08
(7) Capital Improvement Program	20	80	200		220		80			80					100		780	\$129,253.80
(8) Management/ Coordination of Engineering Activities	20	60	120		240		340								80	20	880	\$133,975.80
(9) Implementation of QC/QA Program	5	20	40				80						40	40	20	80	325	\$46,927.50
(10) Computer Database Development Platform	10	40	80				120						160	160	60	80	710	\$115,057.20
SUB TOTAL I.A. LABOR	355	622	964	40	630	0	780	0	0	80	0	0	280	280	620	336	4987	\$856,165.48
I. GCM FOR ENGINEERING MANAGEMENT																		
(B) Preliminary Engineering																		
(1) Preliminary Concept Conference	10	20	20	20	10		120						80	60	8	8	356	\$57,250.80
(2) Management/Coordination of Engineering Activities		40	20		80		120								16	8	284	\$42,799.96
(3) Implementation of QA/QC Program	5	40	60				120										225	\$36,624.10
(4) Preparation of "Preliminary Engineering Report"	10	20	100		80		60	120					60		40	80	570	\$84,677.60
(5) Coordination with all Reviewing Agencies	10	80	60				40									40	230	\$40,357.20
SUB TOTAL I.B. LABOR	35	200	260	20	170	0	460	0	0	0	120	0	140	60	64	136	1665	\$261,709.66
TOTAL LABOR FOR GCM FOR ENGINEERING MANAGEMENT	390	822	1224	60	800	0	1240	0	0	80	120	0	420	340	684	472	6652	\$1,117,875.14

WORK AUTHORIZATION #8

EXHIBIT D

DELTA AREA WATERSHED

ESTIMATED COST PROPOSAL

DIRECT EXPENSES

	# OF UNITS	UNIT COST	UNIT	COST
TRAVEL				
Lodging/Hotel (Austin)	6	\$108.00	day/person	\$648.00
Lodging/Hotel Taxes/fees (Austin @ 9%)	6	\$9.72	day/person	\$58.32
Per Diem (Austin)	6	\$71.00	day/person	\$426.00
Lodging/Hotel (Washington DC)	6	\$226.00	day/person	\$1,356.00
Lodging/Hotel Taxes/fees (Washington DC @ 14.5%)	6	\$32.77	day/person	\$196.62
Per Diem (Washington DC)	6	\$71.00	day/person	\$426.00
Mileage	10,000	\$0.565	mile	\$5,650.00
Rental Car (Taxes/Fees not included; Insurance costs will not be reimbursed)	6	\$75.00	day	\$450.00
Rental Car Fuel	60	\$4.99	gal	\$299.40
Air Travel -In State- Short Notice (Coach)	6	\$1,000.00	Rd Trip/person	\$6,000.00
Air Travel - Out of State - Short Notice (Coach)	6	\$1,500.00	Rd Trip/person	\$9,000.00
Luggage (with air travel)	12	\$100.00	One-Way	\$1,200.00
Parking	12	\$35.00	day	\$420.00
Taxi/Cab fare	6	\$80.00	each/person	\$480.00
Internet	18	\$15.00	month	\$270.00
Telephone	18	\$150.00	month	\$2,700.00
Conference Calls	24	\$500.00	month	\$12,000.00
Postage & Shipping	24	\$400.00	month	\$9,600.00
Overnight Mail - letter size	60	\$30.00	each	\$1,800.00
Overnight Mail - oversized box	60	\$50.00	each	\$3,000.00
Courier Services	24	\$50.00	each	\$1,200.00
COMPUTER SYSTEM				
GIS Server, Web Hosting, Work Stations, Software, Lisencing, Plotter, Printers, etc.	1	\$382,990.00	system	\$382,990.00

**EXHIBIT D
DELTA AREA WATERSHED
ESTIMATED COST PROPOSAL
DIRECT EXPENSES**

	# OF UNITS	UNIT COST	UNIT	COST
PRINTING				
Photocopies B/W (8 1/2" X 11")	7,000	\$0.15	each	\$1,050.00
Photocopies B/W (11" X 17")	5,500	\$0.30	each	\$1,650.00
Photocopies Color (8 1/2" X 11")	1,500	\$1.20	each	\$1,800.00
Photocopies Color (11" X 17")	3,000	\$2.25	each	\$6,750.00
Digital Ortho Plotting (on bond)	4,000	\$2.50	square foot	\$10,000.00
Bond Paper Plot (Blue/Blackline)	1,000	\$4.50	linear foot	\$4,500.00
Plots (B/W on Bond)	2,000	\$6.00	square foot	\$12,000.00
Plots (Color on Bond)	1,000	\$8.00	square foot	\$8,000.00
Plots (Color on Photographic Paper)	500	\$10.00	square foot	\$5,000.00
Mounting Color Graphics on Foam Board	500	\$20.00	square foot	\$10,000.00
Presentation Boards 30" X 40" Color Mounted	24	\$175.00	each	\$4,200.00
Report Binding	48	\$25.00	sheet	\$1,200.00
Notebooks	48	\$15.00	sheet	\$720.00
Reproduction of CD/DVD	3,100	\$5.00	each	\$15,500.00
CDs	3,100	\$0.50	each	\$1,550.00
4" X 6" Digital Color Print	500	\$1.00	each	\$500.00

TOTAL DIRECT EXPENSES **\$524,590.34**

Total Cost (Labor and Direct Expenses) **\$1,642,465.48**

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 9

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to manage and coordinate engineering activities and implement a QA/QC Program to ensure the quality of the documents associated with Right of Way Data for the East Lateral Project located in Hidalgo County Precinct No. 1. Services are outlined as indicated below:

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

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

PART 2. ESTIMATED COST

The estimated lump sum cost for services under this Work Authorization #9 is \$94,069.25. This amount is based upon the contract rates attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 9 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 9.

BY:


Mark W. Luper, Executive Vice President

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

THE OWNER:

TEDSI Infrastructure Group, Inc

Hidalgo County Drainage District No. 1


By: Mark W. Luper, Exec. Vice President

By: Ramon Garcia, Chairman

Attest as to form:
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

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:

- (1) Provide authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Provide payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Provide assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other private, local, regional, State and Federal agencies and/or companies that the **ENGINEER** cannot easily obtain.
- (4) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables.
- (5) Right of Entries (ROE)

EXHIBIT "B"
Services to be Provided by the Engineer

I. ENGINEERING MANAGEMENT (EM)

The following outline provides a summary for the *basic* and *special services* to be provided by the **Engineer** under services of this Work Authorization.

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 "B"**. The services will include the following:

- (1) **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 (**Final Design**).
- (2) **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), (**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 County, State, and/or Federal agencies for approval.

II. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

(B) Final Design. After the **Owner** has approved the **Project Teams**'s final approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. The **Engineer** shall provide R.O.W. acquisition program management for Hidalgo County Precinct No. 1 R.O.W. agents. If required by Hidalgo County Precinct No. 1 the **Engineer** shall provide full R.O.W. negotiations and acquisitions on various parcels.

- (1) **Right Of Way Acquisitions** - Project Administration
 - (a) Negotiation of Scope of Services for Work Authorization
 - i Acquisition Provider will visit project site with COUNTY personnel if necessary.
 - (b) Project Presence at Consultant Office Headquarters
 - (i) Full Project Office.
 - 1.No Joint Use of COUNTY or TxDOT facilities
 - 2.Open during normal COUNTY and State work hours
 - 3.Personnel available to answer questions
 - 4.Availability of Project Files
 5. At least one office staff member is required to be a current commissioned notary public

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"East Lateral Project"

EXHIBIT "B"

II. Preliminary Project Planning & Development (continued)

- (c) Overhead Cost
 - (i) Administrative costs.
- (d) Communication
 - (i) Provide monthly progress reports with invoice.
 - (ii) Participate in project review meetings as determined by the COUNTY.
 - (iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
- (e) File Management
 - (i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
 - (ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
 - (iii) Maintain records of all payments including check number, amount and date paid, etc.
 - (iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
 - (v) Maintain copies of all correspondence and contacts with property owners.
- (f) Negotiations, Tasks, and Fees
 - (i) Analyze appraisal and appraisal review reports and confirm the COUNTY's approval value prior to making offer for each parcel.
 - (ii) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
 - (iii) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY/TxDOT on applicable COUNTY/TxDOT forms.
 - (iv) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - (v) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.
 - (vi) Respond to property owner inquires verbally and in writing within two business days.
 - (vii) Prepare a separate negotiator contact report for each parcel per contact.

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"East Lateral Project"

EXHIBIT "B"

II. Preliminary Project Planning & Development (continued)

- (viii) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- (vix) Advise property owner on the Administrative Settlement process. Transmit to COUNTY any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY/TxDOT policy and procedures.
- (x) Prepare final offer letter, documents of conveyance as necessary.
- (xi) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
- (xii) Meet at the Consultants ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
- (xiii) Provide a monthly progress report per parcel by the 25th of the month with invoice.
- (xiii) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
- (g) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If It is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
- (h) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to Consultant's ROW Office.
- (i) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- (j) Post Hearing Support (by COUNTY Attorney)
- (k) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to the Hidalgo County clerk's office.

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"East Lateral Project"

EXHIBIT "B"

**EXHIBIT D - WA #1
 FEE PROPOSAL - SPECIAL SERVICES
 SH68 TxDOT Roadway
 Watershed Outfall Study
 HIDALGO COUNTY DRAINAGE DISTRICT #1**

TASK	MANHOURS							Sub-Contract Amounts
	Project Manager	Senior Engineer	Engineer In Training	Senior Engineering Designer	ROW Administrator	Admin / Clerical	TEDSI TOTAL HOURS	
1. East Lateral - Engineering Management & Right-of-Way Services								
2. Management/Coordination of Engineering Activities								
3. Implement Q/A/QC program	5	40	60			10		
4. Assist County in the Right-of-Way acquisition process (Program Management: 60 Parcels X \$250/parcel = \$15,000)	10	10				10		\$15,000.00
5. Right of Way Acquisitions (Negotiations, Talks, and Fees) (Program Management: 10 Parcels X \$5,000/parcel = \$50,000)								\$50,000.00
Subtotal Hours	15	50	60	0	0	20	145	
Contract Hourly Rate	\$ 232.61	\$ 187.37	\$ 159.15	\$ 117.57	\$	\$ 73.13		
Total Labor Costs	\$ 3,489.15	\$ 9,368.50	\$ 9,549.00	\$	\$	\$ 1,462.60	\$ 23,869.25	\$65,000.00

Cost Proposal

\$65,000.00

- \$1,800.00
- \$900.00
- \$900.00
- \$2,200.00

Grand Total : \$ 94,069.25

Project Team Cost Proposal - Sub-Consultants

ROW Services

- TEDSI Direct Expenses**
- Red Plots
- 8.5 X 11 Copies
- 11 X 17 Copies
- Mileage (Estimated 4000 miles)

EXHIBIT “E”

PROFESSIONAL ENGINEERING SERVICES CONTRACT

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 10

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to manage and coordinate engineering activities associated with Right of Way Data and Construction Services for the Adams Black Project located in Hidalgo County Precinct No. 1. Services are outlined as indicated below:

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

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

PART 2. ESTIMATED COST

The estimated lump sum cost for services under this Work Authorization #10 is \$63,503.65. This amount is based upon the contract rates attached hereto as EXHIBIT “D”.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 10 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 10.

BY: 

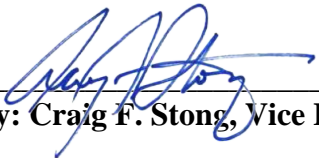
Craig F. Stong, Vice President

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

TEDSI Infrastructure Group, Inc



By: Craig F. Stong, Vice President

THE OWNER:

Hidalgo County Drainage District No. 1

By: Ramon Garcia, Chairman

Attest as to form:
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

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:

- (1) Provide authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Provide payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Provide assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other private, local, regional, State and Federal agencies and/or companies that the **ENGINEER** cannot easily obtain.
- (4) Provide timely review and decisions in response to the **ENGINEER’S** request for information and/or required submittals and deliverables.
- (5) Right of Entries (ROE)

EXHIBIT “B”
Services to be Provided by the Engineer

I. ENGINEERING MANAGEMENT (EM)

The following outline provides a summary for the *basic* and *special services* to be provided by the **Engineer** under services of this Work Authorization.

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 “B”**. The services will include the following:

- (1) **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 (**Final Design**).
- (2) **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), (**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 County, State, and/or Federal agencies for approval.

II. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

(A) After the **Owner** has approved the **Project Teams**’s final approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. The **Engineer** shall provide R.O.W. parcels, meets and bounds and acquisition program management for Hidalgo County Precinct No. 1 R.O.W. agents. If required by Hidalgo County Precinct No. 1 the **Engineer** shall provide full R.O.W. negotiations and acquisitions on various parcels.

(1) **Right of Way Data.**

The **Engineer** shall provide a Easement documents to the **Owner** that properly describes the Easement the **Owner** is to acquire. All procedures and tasks involved in the development of the Easement 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

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
“Adams Black Project”

EXHIBIT “B”

lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

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

(2) **Right Of Way Acquisitions.** - Project Administration

- (a) Coordination with Title report services.
- (b) Coordination with Appraisal services.
- (c) Review Title report, survey, and appraisals. (90 day turn around on EACH service)
- (d) Negotiate purchases and easements
- (e) Coordinate closing documents thru Atlas & Hall

(B) 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) **Project Site Representation** In general, the **Engineer** shall provide the *engineering support and data* required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.
- (2) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

**EXHIBIT D - WA #10
FEE PROPOSAL
HIDALGO COUNTY DRAINAGE DISTRICT #1**

		MANHOURS							TEDSI TOTAL HOURS	Sub-Contract Amounts
		Project Manager	Senior Engineer	Engineer In Training	Senior Engineering Designer	ROW Administrator	Admin / Clerical			
TASK										
Adams Black - Engineering Management & Right-of-Way Services										
1	Management/Coordination of Engineering Activities	5	40	60			10	115	\$ 18,938.15	
2	Construction Services	5	40	40			5	90	\$ 15,389.50	
Subtotal Hours		10	80	100	0	0	15	205		
Contract Hourly Rate		\$ 232.61	\$ 187.37	\$ 159.15	\$ 117.57		\$ 73.13			
Total Labor Costs		\$ 2,326.10	\$ 14,989.60	\$ 15,915.00	\$ -	\$ -	\$ 1,096.95		\$34,327.65	

Project Team Cost Proposals - Sub Consultants

	Cost Proposal
Easement Documents (Meets, Bounds and Plats)	\$ 10,000.00
ROW Services	\$ 10,500.00
Construction Survey	\$ 8,000.00
Subconsultants	\$ 28,500.00

TEDSI Direct Expenses

Roll Plots	\$250.00
8.5 X 11 Copies	\$100.00
11 X 17 Copies	\$100.00
Mileage (Estimated 400 miles)	\$226.00
Expenses	\$676.00

Grand Total : \$63,503.65

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT #

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 11

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Environmental Services required to facilitate the Lower Rio Grande Valley Regional Water Management Program (formerly the Delta Watershed Project) identified in the 2012 HCDD#1 Bond Referendum.

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

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

PART 2. ESTIMATED COST

The estimated lump sum not to exceed cost for services under this Work Authorization No. 11 is \$1,083,176.76 . This amount is based upon the Exhibit D attached in the Estimated Cost Proposal attached hereto as EXHIBIT "D". A supplemental agreement shall be executed by both parties should additional funds be needed to complete these tasks.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 11 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

This Work Authorization No 11 shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes work tasks of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization N0. 11 does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 11.

BY: _____
Jesse Salinas, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

TEDSI Infrastructure Group, Inc

By: Jesse Salinas, President/CEO

THE OWNER:

Hidalgo County Drainage District No. 1

By: Ramon Garcia, Chairman

Attest as to form:
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

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**" (as defined and more particularly identified in **EXHIBIT "B"** attached to the Agreement)

GENERAL

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

- (1) Authorization to the **ENGINEER** to begin work in accordance with Article 7 of the Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Article 5 and Article 6, both of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the "**Project**".
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Provide a copy the **Engineering** study, previously prepared by the other parties contracted by the **Owner** and incorporated herein by reference as the "Regional Water Supply Facilities Plan", and any associated documentation that may be relevant to the Engineer in the evaluation and verification of the "Regional Water Supply Facilities Plan", the Raymondville Drain Study prepared by S&B Infrastructure, Ltd. & the Corps of Engineers South Floodwater Study.

PRELIMINARY PROJECT PLANNING AND DEVELOPMENT

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

- (1) Approve the Work Plan prepared by the **ENGINEER** and more particularly identified in **EXHIBIT "B"** attached to the Agreement.

- (2) Approve the Project Development Schedule prepared by the **ENGINEER** and more particularly identified in **Exhibit "B"** attached to this Agreement.
- (3) **Construction Estimate.** Provide **ENGINEER** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the **ENGINEER** and more particularly identified in **EXHIBIT "B"** attached to the Agreement.
- (4) Submit all required applications prepared by the **ENGINEER** to funding sources.
- (5) **Capital Improvement Program (CIP).** Provide any relevant data regarding the **Owner's** budget and budget process to assist the **ENGINEER** in the Preparation of the **CIP** more particularly identified in **EXHIBIT "B"** attached to the Agreement; review and approve the **CIP** prepared by the **ENGINEER**.
- (6) Attend the **Preliminary Concept Conference** more particularly identified in **EXHIBIT "B"** attached to this Work Authorization.
- (7) Assist the **ENGINEER**, as required in the coordination with the US Federal USACE, FEMA, USFW, Environmental Protection Agency, Department of Energy, Department of Education, along with Texas Water Development Board, TCEQ and other State & Federal coordinating agency or entity.

EXHIBIT “B”
Services to be Provided by the Engineer

Work Authorization No. 11

INDEX

CLASSIFICATION OF SERVICES (<i>Basic</i> or <i>Special</i>)	2 - 3
EXPANDED DESCRIPTION OF SERVICES:	3 - 30
I. PRELIMINARY PROJECT PLANNING & DEVELOPMENT	
(1) Environmental Document Preparation & Public Involvement	6

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:

Engineering:

- I. PRELIMINARY PROJECT PLANNING & DEVELOPMENT**
 (1) **Environmental Document Preparation & Public Involvement**

Special

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

I. 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 Impact Statement & Document Preparation and Public Involvement

- (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:

PROJECT UNDERSTANDING AND GOALS

The **Engineer** under this work authorization will provide environmental services to the Hidalgo County Drainage District #1 (**Owner**) associated with the development and advancement of the National Environmental Policy Act (NEPA) process for the proposed Delta Area Watershed Project (Project) in Hidalgo County, Texas. The proposed Project would serve to limit countywide flooding, protect fragile ecosystems and act as an economic development tool. Additionally, the Project would serve as an additional supply of water that otherwise disappears into the Laguna Madre. Federal funding is anticipated for the project, with the U.S. Army Corps of Engineers (USACE) serving as the anticipated lead federal agency, and the Texas Water Development Board (TWDB) serving as the funding liaison between the **Owner** and USACE.

Professional services related to the Project are expected to be performed in three phases as follows:

- Phase 1 – Draft Environmental Impact Statement (DEIS). Tasks include the development of the purpose and need, constraints mapping, alternatives analysis, agency coordination, public meetings, preparation of the DEIS, conceptual mitigation planning and public hearing.
- Phase 2 – Final Environmental Impact Statement (FEIS). Tasks would include detailed field investigations, continued agency coordination, refinement of the conceptual mitigation plan, and preparation of the Record of Decision (ROD).
- Phase 3 – Permitting. Tasks would include obtaining permits from resource agencies and preparing the detailed mitigation plan.

This Work Authorization will cover Phase 1 only. Phase 2 would begin following the public hearing and Phase 3 would begin following the ROD.

I. Preliminary (continued)

SCOPE OUTLINE:

TASK 1 – PROJECT MANAGEMENT

- (a) – Project Administration**
- (b) – Progress Reports and Invoices**
- (c) – Record Keeping and File Management**
- (d) – Quality Assurance/Quality Control**

TASK 2 – DEVELOPMENT OF ALTERNATIVES

- (a) – Project Initiation Letter**
- (b) – Notice of Intent**
- (c) – Resource and Regulatory Agency Coordination**
- (d) – Purpose and Need Statement**
- (e) – Environmental Constraints Mapping**
- (f) – Alternatives Development and Analysis**
- (g) – Administrative Record**
- (h) – NEPA Technical Workgroup Support**

TASK 3 – ENVIRONMENTAL IMPACT STATEMENT

- (a) – Land Use**
- (b) – Prime and Unique Farmlands**
- (c) – Socioeconomics and Environmental Justice**
- (d) – Historic Resources**
- (e) – Archeological Resources**
- (f) – Water Quality**
- (g) – Waters of the U.S., including Wetlands**
- (h) – Hydrology and Floodplains**
- (i) – Vegetation**
- (j) – Wildlife and Fisheries**
- (k) – Threatened, Endangered or other Protected Species**
- (l) – Hazardous, Toxic and Radioactive Waste**
- (m) – Other Environmental Resources**
- (n) – Indirect and Cumulative Impacts**
- (o) – Conceptual Mitigation**
- (p) – Draft Environmental Impact Statement Preparation**
- (q) – Circulation/Distribution of Approved DEIS**

TASK 4 – PUBLIC INVOLVEMENT

- (a) – Mailing List**
- (b) – Project Newsletters**
- (c) – Stakeholder Outreach Support**
- (d) – Public Meetings**
- (e) – Public Hearing**

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Regional Watershed Project"
Work Authorization No. 11 ENV

EXHIBIT "B"

I. Preliminary (continued)

SCOPE DETAILS:

The following Scope of Work describes the task details that are included in the Services to be provided by the **Engineer** on the Project.

TASK 1 – PROJECT MANAGEMENT

(a) – Project Administration

The **Engineer** will manage activities associated with the Project. The **Engineer** shall secure resources necessary to produce the Project deliverables and meet the Project schedule. The **Engineer** will be responsible throughout the Project for project management and communications, including billing, with the **Owner's** project manager.

(b) – Progress Reports and Invoices

The **Engineer** will prepare monthly progress reports for work completed during the period and prepare invoices in accordance with specified **Owner** criteria.

Deliverable:

- Up to 18 progress reports and invoices

(c) – Record Keeping and File Management

The **Engineer** will maintain project records and files in accordance with **Owner** document retention policies and manage data and transfer files for required elements of the Project.

Deliverable:

- List of project records and files

(d) – Quality Assurance/Quality Control

The **Engineer** will conduct a comprehensive quality assurance/quality control review at appropriate milestone points during the Project, to appraise technical performance, provide direction for Project activities and review correspondence, technical reports and environmental documents for quality assurance.

Deliverable:

- Quality Management Plan

I. *Preliminary* (continued)

TASK 2 – DEVELOPMENT OF ALTERNATIVES

The **Engineer** shall assist with preliminary planning towards the development of project alternatives within the Project study area. Based on a prior study, the study area has been determined to be approximately 26,000 acres, which comprises the watershed and aquifer recharge zone boundary in which the Project would be situated. The following tasks shall be conducted:

(a) – Project Initiation Letter

The **Engineer** will prepare a letter describing the general scope and location of the proposed Project. The letter shall identify any federal approvals anticipated to be required for the proposed project. The letter shall be addressed to the USACE.

Deliverable:

- Project initiation letter

(b) – Notice of Intent

A Notice of Intent (NOI) will be prepared by the **Engineer** in accordance with 40 CFR 1508.22. The NOI will include a brief summary of the proposed project, summary of the scoping process (including public involvement), list of persons to contact for information and identification of the expected significant impacts to the environment. The NOI will be provided in two (2) formats – one (1) formatted for publication in the Federal Register and one (1) formatted for publication in the Texas Register. The Federal Register version will be provided in English only. The Texas Register version will be provided in English and Spanish.

The Draft NOI (English and Spanish) will also be submitted to the **Owner** for review. The **Owner** will then submit to TWDB for review. TWDB will be responsible for submitting the NOI (Federal Register version) to USACE for review.

USACE will be responsible for publication of the NOI in the Federal Register. TWDB will be responsible for publication of the NOI in the Texas Register. The **Engineer** will be responsible for publication of the NOI (Federal Register version) in English and Spanish in local newspapers.

(c) – Resource and Regulatory Agency Coordination

The **Engineer** will develop a list of potential cooperating agencies that may have an interest in the Project. The **Engineer** will prepare letters to potential cooperating agencies inviting them to participate in the scoping meeting and project environmental review process. All Federal, State, tribal, regional and local government agencies that may have an interest in the Project shall be invited to serve as cooperating agencies. Those Federal agencies with jurisdiction by law or special expertise with respect to project-related environmental impacts shall be invited to participate as cooperating agencies.

The **Engineer** will conduct up to five (5) individual meetings with resource agencies to discuss Project issues and possible mitigation strategies. The **Engineer** will prepare a summary of each meeting.

The **Engineer** shall track the responses received from the cooperating agencies. An agency coordination summary report will be developed and will include responses to the comments from the cooperating agencies.

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Regional Watershed Project"
Work Authorization No. 11 ENV

EXHIBIT "B"

I. Preliminary (continued)

A total of three (3) revisions to address review comments are included for scoping/budgeting purposes (**Owner** – one (1) revision, TWDB – one (1) revision, USACE – one (1) revision).

Deliverables:

- List of cooperating agencies
- Letter of invitation to cooperating agencies
- Draft agency coordination summary report
- Final agency coordination summary report

(d) – Purpose and Need Statement

The **Engineer** will develop a preliminary purpose and need statement, with supporting documentation, for the proposed Project to be reviewed by the **Owner**, TWDB, USACE and the cooperating agencies [via the NEPA Technical Workgroup (TWG)].

The draft purpose and need statement will be presented to the public for review and comment during Public Scoping Meeting No. 1. The draft purpose and need statement will be modified/refined a total of four (4) times based upon comments received from the NEPA TWG and the public (1 revision), the **Owner** (1 revision), TWDB (1 revision) and USACE (1 revision).

Deliverable:

- Purpose and Need statement and supporting documentation

(e) – Environmental Constraints Mapping

The **Engineer** will develop a preliminary constraints map to identify potential environmental and infrastructure constraints within the Project study area. Information sources to be referenced in the constraints map will include, but will not be limited to, Federal Emergency Management Agency (FEMA) floodplain maps, National Wetland Inventory (NWI) maps, hazardous materials database information, Texas Historical Commission (THC) historic sites, aerial photographs, U.S. Geological Survey (USGS) 7.5-minute quadrangle maps, utilities, public facilities, city maps, county maps and other readily available sources of information, including input from agency coordination letters, technical workgroups and public meetings. The constraints map will include existing and if available, proposed land use information. The **Engineer** shall respond to three (3) sets of review comments (one (1) each from the **Owner**, TWDB and USACE). The **Engineer** will submit one (1) hard copy of the constraints map for each review.

Deliverable:

- Environmental Constraints map (4 hard copies)

(f) – Alternatives Development and Analysis

The **Engineer** will assist with the development of preliminary site alternatives resulting from public involvement and preliminary engineering studies. The **Engineer** will develop methodologies and environmental screening criteria to assist the **Owner** in the identification of viable preliminary alternatives suitable for further evaluation. For scoping/budgeting purposes, up to four (4) reasonable alternatives (three (3) site alternatives and the No-build alternative) will be evaluated in the DEIS. Should it be necessary to

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
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Work Authorization No. 11 ENV

EXHIBIT "B"

I. Preliminary (continued)

evaluate additional alternatives, the associated effort will be authorized through a supplemental work authorization.

Detailed analysis will be limited to the reasonable alternatives and the No-build alternative. Alternatives that were considered and eliminated from further study will be summarized and included in the environmental documentation, as appropriate.

(g) – Administrative Record

The **Engineer** shall establish, track, organize and manage the Project's administrative record, which is the written record supporting the agency's decisions. The documents and materials shall be organized in chronological order by date. An index will also be prepared to identify documents and materials (i.e., "memorandum dated June 5, 2007 from Mary Smith to Environmental Protection Agency (EPA) administrator Jones regarding June 6, 2007 meeting agenda."). The administrative record shall be maintained electronically and hard copy by the **Engineer** throughout the Project development process.

(h) – NEPA Technical Workgroup Support

The **Engineer** will provide support services required to facilitate the meaningful involvement of the NEPA TWG in the Project.

The **Engineer** will prepare a list of proposed participants for the NEPA TWG, for approval by the **Owner**. The final approved list of proposed appointees will be utilized by the **Engineer** to prepare letters for the **Owner** to solicit appointments to the NEPA TWG.

The **Engineer** will provide meeting planning and logistics support for the NEPA TWG meeting, including coordination of venue arrangements, preparation of meeting support materials, preparation of a meeting notice for the **Owner** to send out, preparation of meeting support materials and preparation of meeting minutes for distribution to committee members (English only).

TASK 3 – ENVIRONMENTAL IMPACT STATEMENT

The **Engineer** shall prepare an EIS in accordance with NEPA and the applicable Code(s) of Federal Regulations. This work authorization shall consist of tasks associated with development of the DEIS only. Tasks required for the FEIS, which would be prepared following the Public Hearing, will be conducted under a separate work authorization (Phase 2).

(a) – Land Use

The **Engineer** shall identify, by use of land use plans, interviews with local planning officials, and windshield surveys, current land uses and any anticipated land changes resulting from the reasonable alternatives. The **Engineer** shall review subdivision plats in addition to any surveys and land use plans.

(b) – Prime and Unique Farmlands

The **Engineer** shall identify farmland impacts in accordance with the Farmland Protection Policy Act (7 USC 4201 et. seq.).

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Regional Watershed Project"
Work Authorization No. 11 ENV

EXHIBIT "B"

I. Preliminary (continued)

The **Engineer** shall utilize Hidalgo County soil maps to identify impacts to potential prime and unique farmland. The **Engineer** shall complete the U.S. Department of Agriculture’s Natural Resource Conservation Service (NRCS) Form AD-1006 “Farmland Conversion Impact Rating” for submittal to the NRCS.

If additional coordination with the NRCS is required, such coordination shall be subject to a supplemental work authorization.

Deliverable:

- Completed NRCS Form AD-1006

(c) – Socioeconomics and Environmental Justice

The **Engineer** shall identify and evaluate the social and economic impacts of the project in the vicinity of the reasonable alternatives. Additionally, the **Engineer** shall perform an environmental justice analysis to fulfill the requirements of Executive Order 12898 (on environmental justice).

The **Engineer** shall utilize the United States Census Bureau’s Census 2010 and/or Texas State Data Center census data, windshield surveys, map and aerial photographs to determine the potential for social impacts and to identify the racial, ethnic and income level of affected individuals and communities, in order to determine any disproportionate impacts on any minority or low-income individuals or communities.

The **Engineer** shall identify all potential displacements for each reasonable alternative.

The **Engineer** shall assess impacts to economic development resulting from the reasonable alternatives.

(d) – Historic Resources

The **Engineer** shall perform historic resource studies for the reasonable alternatives. Identification, evaluation and documentation tasks shall be completed in accordance with the provisions of the Secretary of the Interior’s Standards for identification, evaluation and documentation (48 FR Parts 44716-42). Historic studies shall be performed and documented at sufficient levels to satisfy Texas State Historic Preservation Officer (SHPO) requirements for determining the presence of historically significant properties within the area of potential effects (APE), in accordance with 36 CFR 60 and 13 TAC 26.

Performance of historic studies shall include the following tasks.

1. The **Engineer** will work with agencies and stakeholders to conduct historic constraints studies to identify previously recorded locations of historic properties from SHPO and Hidalgo County Historical Commission databases. The **Engineer** shall conduct a records search including a review of the THC’s Historic Sites Atlas to identify and map the locations of previously recorded properties, including National Register of Historic Places (NRHP) properties, Recorded Texas Historic Landmarks (RTHL), Official Texas Historic Markers (OTHM), local historic markers, State Antiquities Landmarks (SAL), and historic cemeteries. The **Engineer** will plot the locations of previously designated historic resources on appropriate maps.
2. The **Engineer** will prepare a research design to establish the APE and limits of the survey area, and submit to and get approved by SHPO. The research design will include a project description,

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EXHIBIT “B”

I. *Preliminary* (continued)

proposed APE, historical background and project area characteristics, objectives, preliminary records review, methodology, expected applicable historic contexts, research sources and proposed schedule. As part of the research design the **Engineer** shall conduct a literature review to establish appropriate historical and cultural contexts for the project area, determine information requirements and direct the survey effort.

3. The **Engineer** shall conduct a reconnaissance survey based on the methodology outlined in the approved research design. This task includes pre-field archival examinations of maps and possibly aerial photographs for the presence of historic properties and/or historic-age resources (50 years old or older). Each historic resource (defined in accordance with 36 CFR 60 as a building, structure, object, district or site at least fifty (50) years old at the time of letting) within any parcel wholly or partially contained within the APE shall be documented. The historic resource reconnaissance survey will be conducted for the reasonable alternatives, including identification, evaluation and documentation tasks in accordance with the provisions of the Secretary of the Interior's Standards for the Identification, Evaluation and Documentation (48 FR Parts 44716-42). The **Engineer** shall conduct research visits to Hidalgo County repositories to review other available archival sources and historic maps as a component of the reconnaissance survey.
4. The **Engineer** shall prepare a draft Historic Resource Reconnaissance Survey Report and respond to three (3) sets of review comments (one (1) each from the **Owner**, TWDB and USACE). The **Engineer** will submit one (1) hard copy of the draft Historic Resource Reconnaissance Survey Report to the SHPO for coordination.

Note: If intensive surveys are required they will be conducted under a supplemental agreement.

Deliverable:

- Historic Resource Reconnaissance Survey Report (4 copies)

(e) – Archeological Resources

The **Engineer** shall perform an archeological background study in accordance with the following specifications.

1. The **Engineer** shall review site files at the Texas Archeological Research Laboratory (TARL) and the THC to determine whether previously recorded archeological sites are present in the area to be documented for the EIS. If sites are present, the **Engineer** shall consult relevant site forms and archeological reports to determine the characteristics of the sites. The **Engineer** will make copies of the relevant site forms for inclusion in the Project technical file. The **Engineer** shall produce a clearly reproducible map, based on USGS 7.5' topographic maps, indicating areas where recorded archeological sites are present. Any maps which indicate archeological site locations will be clearly labeled "Not for Public Disclosure."
 - i. The **Engineer** shall review NRCS soil maps, Bureau of Economic Geology (BEG) geological maps, planning documents and USGS topographic maps to determine the general landscape characteristics of the study area with respect to the identification of areas where preservation of archeological sites is unlikely as a result of inappropriate geomorphic conditions for preservation of intact archeological sites. The **Engineer** shall produce a clearly reproducible map, based on

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I. Preliminary (continued)

USGS 7.5' topographic maps, indicating the areas where preservation of intact archeological deposits is unlikely.

2. The **Engineer** shall identify Native American tribes to be consulted in accordance with 36 CFR 800.
3. The **Engineer** shall perform early coordination with the SHPO. Early coordination shall consist of a request for information concerning the Project. The **Engineer's** request for information shall not initiate formal consultation with the SHPO under section 106 of the National Historic Preservation Act (16 USC §470) or the Antiquities Code of Texas (Title 9, Chapter 191, Texas Natural Resource Code).

Note: Reconnaissance surveys, intensive surveys, or data recovery, if necessary, would be conducted under a supplemental work authorization, if needed.

Deliverable:

- Coordination letters with SHPO
- (f) – Water Quality**

For each reasonable alternative being considered in the DEIS, the **Engineer** shall determine water quality impacts and whether the proposed project requires a Texas Pollutant Discharge Elimination System (TPDES) permit (40 CFR 122.26).

Note: This task does not include detailed water quality studies or sampling.

(g) – Waters of the U.S., including Wetlands

The **Engineer** shall conduct a preliminary field survey to identify potential wetlands and other waters of the U.S. that would be impacted by the reasonable alternatives. The **Engineer** shall utilize USGS maps, NWI maps, aerial photography, soils surveys, and limited field reconnaissance to document the vegetation, hydrologic features and soils for each potential wetland to assist in the jurisdictional determination of the wetland.

For each reasonable alternative being considered in the DEIS, the **Engineer** shall determine whether the proposed project requires a Section 404 or Section 9/10 permit and shall perform coordination with the USACE. Any required permitting with USACE or the U.S. Coast Guard would be conducted under Phase 3 (separate work authorization) of the project.

(h) – Hydrology and Floodplains

The **Engineer** shall determine whether the Project has the potential to affect floodplains or the hydrology of the watershed. The **Engineer** shall identify the presence and nature (e.g., zone A, zone AE, zone AE with floodway) of any FEMA mapped floodplains, indicate the existence of any significant development associated with the mapped area and the jurisdiction responsible for the floodplain, and assess potential floodplain impacts associated with each of the reasonable alternatives. Studies for floodplain impacts shall fulfill the requirements of Executive Order 11988 and 23 CFR 650, subpart A.

I. Preliminary (continued)

(i) – Vegetation

The **Engineer** shall evaluate the potential Project impacts of each reasonable alternative on vegetation resources.

The **Engineer** shall provide a general description of the vegetation type as categorized by Texas Parks and Wildlife's (TPWD) "The Vegetation Types of Texas".

The **Engineer** will utilize maps, aerial photographs, and field surveys to provide a detailed description of the vegetation in the vicinity of the reasonable alternatives. The **Engineer** shall identify any unusual vegetation features (e.g., unmaintained vegetation, fencerow vegetation, riparian vegetation) or special habitat features (e.g., resacas, cliffs and bluffs, lomas, native prairies, ponds, seeps or springs, snags, water bodies, and dense thorn brush habitats).

(j) – Wildlife and Fisheries

The **Engineer** shall describe the aquatic, wetland, riparian, and upland habitats within the area of the reasonable alternatives, including a general description of vegetation type as described in TPWD's "The Vegetation Types of Texas", a detailed description of unique, special, or unusual vegetation types in the area, and short and long-term impacts to fish and wildlife associated with construction, operation and maintenance of each of the reasonable alternatives.

(k) – Threatened, Endangered or Other Protected Species

For the purposes of this contract, protected species shall include:

1. All species listed by the United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) as threatened or endangered or proposed for listing as threatened or endangered, or protected (50 CFR 17.11-12) at the time of execution of this work authorization.
2. All species that are candidates for review for listing by USFWS/NMFS as threatened or endangered at the time of execution of this work authorization.
3. Species listed as threatened or endangered species by TPWD at the time of execution of this work authorization.
4. Species protected by the Migratory Bird Treaty Act (50 CFR 10.13).
5. Species protected by the Bald and Golden Eagle Protection Act.

The **Engineer** shall examine existing data to determine the likelihood that protected species, their habitat or designated critical habitat (per 50 CFR 17.94-95) could be impacted by the Project. Existing data shall include the records of the TPWD Natural Diversity Database.

The **Engineer** shall perform an analysis of habitat in the vicinity of the reasonable alternatives. If the **Engineer** encounters protected species or habitat for protected species, the **Engineer** shall notify the **Owner** immediately.

If critical habitat (50 CFR 17.94-95) has been designated for a federally protected species, the **Engineer** shall determine whether critical habitat is present in the vicinity of the reasonable alternatives and whether the Project will affect that critical habitat.

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I. Preliminary (continued)

Section 7 consultation with the USFWS/NMFS and a Biological Assessment for threatened and endangered species will be conducted under a supplemental work authorization, if necessary, once additional information on threatened and endangered species in the study area is obtained.

(l) – Hazardous, Toxic and Radioactive Waste

The **Engineer** shall perform an initial site assessment to determine the potential for encountering hazardous, toxic and radioactive materials in the study area, including possible environmental liability, increased handling requirements and costs, and construction worker safety.

The initial site assessment shall be in general accordance with the American Society for Testing and Materials (ASTM) environmental site assessment standard practices (ASTM E 1527 and ASTM E 1528) or equivalent [i.e., satisfies "due diligence" and "appropriate inquiry" requirements under the Comprehensive Environmental Response and Compensation Liability Act (42 USC 9601(35)(B)).

The **Engineer** shall determine the appropriate project-specific level of inquiry for the hazardous, toxic and radioactive materials assessment. Preliminary project design, including excavation requirements, anticipated property acquisition and the demolition or modification of structures, shall be considered in determining the appropriate project-specific level of inquiry. The following components of the initial site assessment shall be reviewed, assessed and/or documented to an appropriate project-specific level:

1. Existing and previous land use information from readily available resources (topographic maps, available aerial photos, and other information identified by the **Engineer**).
2. Initial site/corridor field surveys.
3. Regulatory agency database search and/or review of regulatory agency files.
4. Additional land use information from less readily available resources such as fire insurance maps, deed records, city directories, property tax files and other sources as appropriate for the project.

(m) – Other Environmental Resources

In addition to those tasks previously identified, the **Engineer** shall describe the affected environment and address impacts of the proposed Project on other resources to satisfy state and federal requirements for the DEIS. Resources that will be addressed include soils, geology, transportation network, sensitive noise receptors, sensitive air receptors, visual/aesthetics, climate and recreation.

Note: This task includes preparation of sections of the DEIS to address these resources and does not include separate technical reports.

(n) – Indirect and Cumulative Impacts

The **Engineer** shall identify indirect and cumulative impacts (ICI) to fulfill the requirements of Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act (40 CFR §§1500-1508). The **Engineer** shall conduct a qualitative ICI analysis on (1) those resources which are directly or indirectly impacted by the proposed project and (2) those resources that are currently in poor and/or declining health.

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EXHIBIT "B"

I. Preliminary (continued)

(o) – Conceptual Mitigation Plan

The **Engineer** shall prepare a draft conceptual mitigation plan. The **Engineer** will coordinate with agencies and stakeholders to identify and formulate a large-scale, ecosystem-level approach to mitigation. The large scale, ecosystem-level approach will attempt to identify opportunities to appropriately mitigate for all resources in concert over an area large enough to be of ecological significance, yet remain manageable enough to be feasible and cost effective. The conceptual mitigation plan will identify and address all environmental mitigation needs required by the proposed project. The conceptual mitigation plan will include:

1. An inventory of impacted resources.
2. A quantified estimate of the aerial extent or nature of each of the potential impacts.
3. A summary of the permitting or regulatory requirements governing the resource.
4. Methodology or measures proposed to mitigate for adverse impacts.
5. Funding and maintenance plan for the mitigation measures.
6. A schedule for the implementation, maintenance, and monitoring of the mitigation efforts.

(p) – DEIS Preparation

The **Engineer** shall prepare the DEIS (anticipated to be approximately 500 pages, including 40 exhibits) and respond to four (4) sets of sequential review comments (one (1) from the **Owner**, one (1) from TWDB, and two (2) from USACE). The **Engineer** will submit two (2) hard copies and one (1) CD/DVD of the DEIS and comment/response log for each review. Upon approval of the DEIS, five (5) final copies and one (1) CD/DVD of the DEIS will be provided.

(q) – Circulation/Distribution of Approved DEIS

Upon each approval of the DEIS, it will be circulated to the cooperating agencies, Hidalgo County, municipalities and public libraries in the study area.

Note: It is anticipated that the Notice of Availability will be published by the USACE. Should this task be required of the **Engineer**, it would be performed under a supplemental work authorization.

Deliverables:

- Fifteen (15) hard copies and five (5) CD/DVDs of the DEIS
- Twenty (20) hard copies and eighty (80) CDs for DEIS circulation

TASK 4 – PUBLIC INVOLVEMENT

The **Engineer** shall conduct and coordinate all public involvement in accordance with NEPA and the applicable Code(s) of Federal Regulations. The **Engineer** shall coordinate with resource agencies, government entities, and private landowners throughout the development of the Project. This will include the following activities:

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EXHIBIT "B"

I. Preliminary (continued)

(a) – Mailing List

The **Engineer** shall compile, maintain and update a mailing list of people, agencies and organizations interested in the proposed Project. The **Owner** shall provide the **Engineer** with relevant data available to the **Owner**. The mailing list shall be updated prior to each series of public meetings and the public hearing.

Deliverables

- Updated mailing lists (PDF via email) prior to each public meeting/hearing

(b) – Project Newsletters

The **Engineer** shall write, develop, publish and mail up to 3 full-color, bilingual project newsletters (2, 11 x 17 pages maximum, double-sided, bi-fold), with the approval of the **Owner**, to individuals on the project mailing list. The newsletter shall incorporate factual project-related articles, text and graphics as instructed and approved by the **Owner**. The project newsletters shall be used to provide project information updates and announce upcoming meetings and events. A maximum of 1,500 of each project newsletter shall be printed and distributed to project stakeholders, elected officials, and other recipients as directed by the **Owner**.

Deliverables

- Three (3) bilingual newsletters (1,500 copies of each)

(c) – Stakeholder Outreach Support

The proposed Project requires the execution of a strategically designed and proactive outreach effort that shall engage many stakeholders while providing a consistent message to a diverse population. The **Engineer** shall assist the **Owner** with stakeholder outreach, which is designed to:

- Develop informed consent about the Project, the **Owner's** role in the Project, and the project development process with key communities
- Measure the current public understanding and knowledge of the Project
- Discover, document, and integrate (if possible) community comments
- Provide opportunities for interactive and frequent participation throughout the project development process
- Support and reinforce the NEPA process
- Provide an opportunity for close interaction between Project team, the **Owner**, and communities
- Provide an opportunity to gather more detailed information for indirect and cumulative impacts analysis for the EIS

The **Engineer** shall assist with outreach strategy; attend meetings, as requested; provide talking points and meeting materials, as requested; and assist with meeting summary preparation and documentation. For purposes of scoping, the **Engineer** shall prepare for and attend 5 meetings or presentations; the **Engineer** shall provide 1 person for each meeting.

Deliverables

- Meeting summary (PDF via email)

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EXHIBIT "B"

I. *Preliminary* (continued)

(d) – Public Meetings

The **Engineer** shall plan, develop, and manage three series of public meetings to be held in two locations (6 public meetings total). Each public meeting shall be held in open house format for approximately 4 hours. Each meeting shall be coordinated and held in accordance with the following:

1. The **Engineer** shall secure the location, date, and time for the public meeting, this will include securing any necessary audio and video equipment or rentals. In the interest of community outreach and cost, the **Engineer** should ideally pursue non-commercial, community sites when possible. The **Engineer** shall reserve and secure a Spanish interpreter and a court reporter.
2. The **Engineer** shall prepare and coordinate publication of legal notices for the public meeting. The legal notices shall be published in 2 local newspapers in English and Spanish. The **Engineer** shall be responsible for payment of newspaper ad publications (2 publications per meeting for a total of 12 publications).
3. A meeting invitation letter to Elected Officials shall also be prepared and mailed by the **Engineer** (approximately 30 letters). The **Engineer** shall be responsible for all postage for these notices.
4. The **Engineer** shall prepare and print up to 1,500 bilingual postcards (4 in. x 6 in.) for distribution to the contacts on the mailing list. The **Engineer** shall be responsible for all postage for the postcards.
5. The **Engineer** shall prepare agendas, name tags, sign-in sheets, comment cards, and handouts. Up to 15 different designs (bilingual) and up to 15 exhibit boards shall be prepared by the **Engineer**. All materials shall be prepared in both English and Spanish.
6. The **Engineer** shall arrange and attend up to two (2) pre-meetings with the Owner to review all exhibits and other materials to be used at the meeting. Up to two (2) project team members may be required to attend each pre-meeting.
7. The **Engineer** shall provide up to five (5) personnel to staff the meeting, including people to perform registration, make presentations, and answer questions.
8. The **Engineer** shall compile comments received into a comment and response matrix for inclusion in the Public Meeting Summary Report. The **Engineer** shall prepare responses to each comment received for review by the **Owner**. It is estimated that approximately 100 comments shall be addressed.
9. The **Engineer** shall develop and submit to the **Owner** a Public Meeting Summary Report that documents the activities of the meeting conducted. This report shall contain the outreach, notifications, and contacts conducted prior to the meeting; the meeting details such as presentations, attendance, and pertinent details regarding the meeting; and a comment and response section that documents comments received before, during and after the meeting, and a response to each. This Public Meeting Summary Report shall be sufficiently detailed to provide a full record of questions asked, issues and concerns raised, and responses given prior to, during and after the meeting.

I. *Preliminary* (continued)

Deliverables

- Legal Notice and Elected Official letter
- Public meeting materials (agendas, name tags, sign-in sheets, comment cards, and handouts, 15 design boards, and 15 exhibit boards)
- Bilingual postcards (1,500 total)
- Public Meeting Summary Report (4 hard copies and 1 CD)

(e) – Public Hearing

The **Engineer** shall make all arrangements for one (1) public hearing. The public hearing shall be coordinated and held in accordance with the following:

1. The **Engineer** shall secure the location, date and time (includes securing any necessary equipment rental, etc.). In the interest of the community outreach and cost, the **Engineer** should ideally pursue non-commercial, community sites when possible. The **Engineer** shall reserve (finance) a Spanish interpreter, audio/video equipment (projector, screen, plasma (if needed for simulation), microphones, etc.) podium, etc. (if needed). The **Engineer** shall reserve a court reporter.
2. The **Engineer** shall prepare and coordinate publication of legal notices for the public hearing. The legal notices shall be published in 2 local newspapers in English and Spanish. The **Engineer** shall be responsible for payment of newspaper ad publications (a total of 2 publications).
3. A meeting invitation letter to Elected Officials shall also be prepared and mailed by the **Engineer** (approximately 30 letters). The **Engineer** shall be responsible for all postage for these notices.
4. The **Engineer** shall prepare and print up to 1,500 bilingual postcards (4 in. x 6 in.) for distribution to the contacts on the mailing list. The **Engineer** shall be responsible for all postage for the postcards.
5. The **Engineer** shall prepare agendas, name tags, sign-in sheets, comment cards, handouts, and a PowerPoint presentation with accompanying speech. Up to 15 different designs (bilingual) and up to 15 exhibit boards shall be prepared by the Engineer. All materials shall be prepared in both English and Spanish.
6. The **Engineer** shall arrange and attend up to two (2) pre-meetings with the Owner to review all exhibits and other materials to be used at the public hearing. Up to two (2) project team members may be required to attend each pre-meeting.
7. The **Engineer** shall provide up to five (5) personnel to staff the hearing, including people to perform registration, make presentations, and answer questions.
8. The **Engineer** shall compile comments received into a comment and response matrix for inclusion in the Public Hearing Summary Report. The **Engineer** shall prepare responses to each comment received for review by the **Owner**. It is estimated that approximately 200 comments shall be addressed.
9. The **Engineer** shall develop and submit to the **Owner** a Public Hearing Summary Report that documents the activities of the hearing conducted. This report shall contain the outreach, notifications, and contacts conducted prior to the hearing; the meeting details such as presentations, attendance, and pertinent details

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EXHIBIT "B"

I. *Preliminary* (continued)

regarding the hearing; and a comment and response section that documents comments received before, during and after the meeting, and a response to each. This Public Hearing Summary Report shall be sufficiently detailed to provide a full record of questions asked, issues and concerns raised, and responses given prior to, during and after the hearing.

Deliverables

- Legal Notice and Elected Official letter
- Public hearing materials (agendas, name tags, sign-in sheets, comment cards, and handouts, PowerPoint presentation with accompanying speech, 15 design boards, and 15 exhibit boards)
- Bilingual postcards (1,500 total)
- Public Hearing Summary Report(4 hard copies and 1 CD)
- Acknowledgement letters

ADDITIONAL SERVICES

The following services are not included in the scope of services for this Work Authorization and will be considered Additional Services:

- Record of Non-applicability for Clean Air Act Conformity
- Biological Assessment/Biological Evaluation
- Section 7 consultation
- Marine Mammal Protection Act coordination
- Water Quality studies or sampling
- USACE Section 10/404 Individual Permit or Nationwide Permit Preconstruction Notification
- U.S. Coast Guard Section 9 Permit
- Phase I or II Environmental Site Assessment or Phase III Remediation
- Archeological reconnaissance surveys, intensive surveys, or data recovery
- Historic resources intensive surveys

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EXHIBIT "B"

**WORK AUTHORIZATION #11
EXHIBIT D
DELTA AREA WATERSHED
ESTIMATED COST PROPOSAL
LABOR COSTS**

TASK DESCRIPTION	Principal Engineer (QA/QC)	Project Manager (VIII)	Sr. Engineer (V)	Project Engineer (III)	Project Engineer (II)	Project Engineer (I)	Engr. In Training (E.I.T)	Sr. Engr. Designer	Engr. Designer	CADD Operator	Sr. GIS Designer	GIS Designer	GIS System Manager	IT System Manager	Project Admin.	Assistant Admin.	EST. HOURS	EST. COST
Contract Rate	\$266.62	\$232.61	\$187.37	\$159.15	\$144.56	\$127.75	\$122.87	\$117.57	\$108.24	\$104.61	\$135.00	\$90.00	\$175.00	\$180.00	\$178.37	\$73.13		
II. PRELIMINARY PROJECT PLANNING AND DEVELOPMENT																		
(1) Environmental Document Preparation & Public Involvement Scope	24	40	60		240		400				80	120	60	40	64	40	1168	\$164,428.76
(2) Environmental Sub Consultant HNTB (See Attached Fee)																		\$918,748.00
SUB TOTAL II- ENVIRONMENTAL WORK	24	40	60	0	240	0	400	0	0	0	80	120	60	40	64	40	1168	\$1,083,176.76
TOTAL ENVIRONMENTAL WORK	24	40	60	0	240	0	400	0	0	0	80	120	60	40	64	40	1168	\$ 1,083,176.76

		Principal	Project Advisor	Senior Project Manager	Project Manager	Senior ENV Planner	ENV Planner	Senior Biologist	Biologist	Senior Wetland Scientist	Wetland Scientist	Senior Historian	Historian	Public Involvement Specialist	Public Involvement Assistant	GIS Analyst	Business Manager	Project Analyst	Clerical/ Admin.	TOTALS		
	Contracted Rates	\$ 279.06	\$ 251.18	\$ 226.90	\$ 163.30	\$ 153.20	\$ 77.78	\$ 153.20	\$ 77.78	\$ 112.40	\$ 78.00	\$ 122.91	\$ 85.09	\$ 92.82	\$ 63.82	\$ 80.58	\$ 129.78	\$ 97.12	\$ 69.05			
TASK 1	PROJECT MANAGEMENT																					
	(a) - Project Administration	4	8	48	54															114	\$ 22,835.08	
	(b) - Progress Reports and Invoices			32	54														80	18	184	\$ 25,091.50
	(c) - Record Keeping and File Management			24	90												9	18			141	\$ 23,058.78
	(d) - Quality Assurance/Quality Control	2	8	16	12																38	\$ 8,157.56
	TASK 1 SUBTOTAL	6	16	120	210												9	98	18	477	\$ 79,142.92	
TASK 2	DEVELOPMENT OF ALTERNATIVES																					
	(a) - Project Initiation Letter	1	2	4	4	10										8					29	\$ 4,518.86
	(b) - Notice of Intent				10	14															24	\$ 3,777.80
	(c) - Resource and Regulatory Agency Coordination	2	8	16	120	120	120									40					426	\$ 56,734.76
	(d) - Purpose and Need Statement	2	24	40	40	40															146	\$ 28,322.44
	(e) - Environmental Constraints Mapping				8	16	24					24				60					132	\$ 13,408.96
	(f) - Alternatives Development and Analysis	2	8	16	40	40															106	\$ 18,857.96
	(g) - Administrative Record		4	8	40	40													80		172	\$ 21,003.92
	(h) - NEPA Technical Workgroup Support			40	40	40	40													16	176	\$ 25,952.00
	TASK 2 SUBTOTAL	7	46	124	302	320	184					24				108			96	1211	\$ 172,576.70	
TASK 3	ENVIRONMENTAL IMPACT STATEMENT																					
	(a) - Land Use				8	24	40									40					112	\$ 11,317.60
	(b) - Prime and Unique Farmlands				4	16	24									8					52	\$ 5,615.76
	(c) - Socioeconomics and Environmental Justice				16	40	80									24					160	\$ 16,897.12
	(d) - Historic Resources				8							80	40								128	\$ 14,542.80
	(e) - Archeological Resources			40																	40	\$ 9,076.00
	(f) - Water Quality				16					40	40										96	\$ 10,228.80
	(g) - Waters of the U.S., Including Wetlands				16					40	80					40					176	\$ 16,572.00
	(h) - Hydrology and Floodplains				8					20	40					8					76	\$ 7,319.04
	(i) - Vegetation				24			40	80							8					152	\$ 16,914.24
	(j) - Wildlife and Fisheries				8			20	40												68	\$ 7,481.60
	(k) - Threatened, Endangered or other Protected Species				40			80	80							16					216	\$ 26,299.68
	(l) - Hazardous, Toxic and Radioactive Waste				16	32	60									8					116	\$ 12,826.64
	(m) - Other Environmental Resources				36	104	88														228	\$ 28,656.24
	(n) - Indirect and Cumulative Impacts				24	80	40									40					184	\$ 22,509.60
	(o) - Conceptual Mitigation Plan	2	8	24	60	80	80	40		40						40					374	\$ 50,136.78
	(p) - Draft Environmental Impact Statement Preparation	8	16	16	80	100	100									60			16		396	\$ 51,983.36
	(q) - Circulation/Distribution of Approved DEIS						40														40	\$ 3,111.20
	TASK 3 SUBTOTAL	10	24	80	364	476	552	180	200	140	160	80	40			292			16	2614	\$ 311,488.44	

		Principal	Project Advisor	Senior Project Manager	Project Manager	Senior ENV Planner	ENV Planner	Senior Biologist	Biologist	Senior Wetland Scientist	Wetland Scientist	Senior Historian	Historian	Public Involvement Specialist	Public Involvement Assistant	GIS Analyst	Business Manager	Project Analyst	Clerical/ Admin.	TOTALS		
TASK 4	PUBLIC INVOLVEMENT																					
	(a) - Mailing List					20								8		30					58	\$ 6,223.96
	(b) - Project Newsletters		4	8	16		24							60	40	60					212	\$ 20,256.24
	(c) - Stakeholder Outreach Support	2	8	8	40									40							98	\$ 14,627.56
	(d) - Public Meetings		64	80	120	180	200							240	340	160					1384	\$ 153,823.92
	(e) - Public Hearing	8	16	16	40	60	80							40	80	24					364	\$ 42,580.48
	TASK 4 SUBTOTAL	10	92	112	216	260	304							388	460	274					2116	\$ 237,512.16
	TOTAL HOURS	33	178	436	1092	1056	1040	180	200	140	160	104	40	388	460	674	9	98	130	6418	\$ 800,720.22	
	Approved Contract Rates	\$ 279.06	\$ 251.18	\$ 226.90	\$ 163.30	\$ 153.20	\$ 77.78	\$ 153.20	\$ 77.78	\$ 112.40	\$ 78.00	\$ 122.91	\$ 85.09	\$ 92.82	\$ 63.82	\$ 80.58	\$ 129.78	\$ 97.12	\$ 69.05			
	Total HNTB Labor Cost	\$9,209	\$44,710	\$98,928	\$178,324	\$161,779	\$80,891	\$27,576	\$15,556	\$15,736	\$12,480	\$12,783	\$3,404	\$36,014	\$29,357	\$54,311	\$1,168	\$9,518	\$8,977		\$800,720	
	Total HNTB Expenses (see summary)																				\$118,028	
	Total HNTB Labor Plus Expenses																				\$918,748	

EXPENSES				
	Unit	Amount	Contract Rate	Cost
Admin Travel				
Airfare (Lowest available coach fare) 2 meetings per month	ROUNDTRIP	40	\$350.00	\$14,000.00
Automobile Mileage	MILE	5,000	\$0.565	\$2,825.00
Lodging "+ tax"	DAY	60	\$85.00	\$5,100.00
Rental Vehicle "+ tax"	DAY	60	\$50.00	\$3,000.00
Airport Parking	DAY	60	\$13.00	\$780.00
Per Diem	DAY	60	\$36.00	\$2,160.00
	Subtotal			\$27,865.00
Printing/Reproductions -DEIS and FEIS				
B&W Copies 8.5" x 11"	EA	25,000	\$0.070	\$1,750.00
Color Copies 8.5" x 11"	EA	1,500	\$0.78	\$1,170.00
Color Copies 11" x 17"	EA	4,000	\$1.55	\$6,200.00
Color Plots	LINEAR FOOT	300	\$2.00	\$600.00
CD Copying	EA	5	\$4.50	\$22.50
	Subtotal			\$9,742.50
Global Positioning System	EA	10	\$100.00	\$1,000.00
Hazardous Materials Regulatory Database Report	ACRE	1,400	\$5.00	\$7,000.00
	Subtotal			\$8,000.00
Delivery				
Courier, Overnight, Deliveries, Postage	EA	5	\$20.00	\$100.00
	Subtotal			\$100.00
Public Involvement				
Newsletter Design	EA	3	\$1,700.00	\$5,100.00
Newsletter Printing	EA	1,500	\$1.00	\$1,500.00
Newsletter Postage	EA	1,500	\$0.44	\$660.00
Presentation Boards 30" x 40" Color	EA	40	\$85.00	\$3,400.00
Presentation Board Mounting	SQUARE FOOT	300	\$5.00	\$1,500.00
Outside Printing - Newsletter	EA	4,000	\$1.80	\$7,200.00
Outside Printing - 4 x 6 Postcard	EA	1,500	\$1.00	\$1,500.00
Public Meeting Supplies (i.e., pens, pencils, highlighter, name badges, notepads)	MEETING	7	\$500.00	\$3,500.00
Newspaper Advertisement	PUBLICATION	14	\$2,200.00	\$30,800.00
Court Reporter	HOUR	14	\$100.00	\$1,400.00
Law Enforcement/Uniform Officer	HOUR/OFFICER	28	\$100.00	\$2,800.00
Spanish Translator, verbal	HOUR	14	\$100.00	\$1,400.00
Custodian for Public Involvement	HOUR/CUSTODIAN	28	\$50.00	\$1,400.00
Public Meeting Facility Rental	EVENT	7	\$200.00	\$1,400.00
Audio - Visual Equipment Rental	EVENT	7	\$1,000.00	\$7,000.00
Letter postage	EA	4,000	\$0.44	\$1,760.00
	Subtotal			\$72,320.00
	Total Expenses			\$118,027.50

WORK SCHEDULE

County : Hidalgo
 Project : Delta Area Watershed Project

This Work Authorization shall become effective September ~~6~~^{APRIL}, 2013 and shall terminate on ~~March~~^{APRIL} 31, 2015, unless extended by a Supplemental Work Authorization. The duration of services for tasks identified in the SCOPE OF SERVICES shall be provided in accordance with the following anticipated schedule:

Task	Scheduled Dates*
NTP	September 6, 2013
Development of Alternatives	September 6, 2013–February 7, 2014
DEIS Preparation	February 7–August 8, 2014
DEIS to County	August 8, 2014
County Review	August 8–August 22, 2014
DEIS Revisions to Address County Comments	August 22–September 5, 2014
DEIS to TWDB	September 5, 2014
TWDB Review	September 5–September 26, 2014
DEIS Revisions to Address TWDB Comments	September 26–October 10, 2014
DEIS to USACE	October 10, 2014
USACE Review	October 10–November 10, 2014
DEIS Revisions to Address USACE Comments	November 10–November 24, 2014
DEIS Approval	November 28, 2014
DEIS Reproduction/Circulation	December 1–December 22, 2014
DEIS NOA Published	December 22, 2014
DEIS Public Review Period	December 22, 2014–February 10, 2015
Public Hearing	February 10, 2015
Public Hearing Comment Period	February 10–February 20, 2015
Public Hearing Summary Report Preparation	February 20–March 13, 2015
Public Hearing Summary Report to County	March 13, 2015

*Dates provided in this schedule are dependent upon County/TWDB/USACE review times.

ENGINEER'S Contract Rate Schedule

LABOR:

Job Description	Contract Rate** 2013
Environmental/Public Involvement	
Principal	\$279.06
Project Advisor	\$251.18
Senior Project Manager	\$226.90
Project Manager	\$163.30
Senior ENV Planner	\$153.20
ENV Planner	\$77.78
Senior Biologist	\$153.20
Biologist	\$77.78
Senior Wetland Scientist	\$112.40
Wetland Scientist	\$78.00
Senior Historian	\$122.91
Historian	\$85.09
Public Involvement Specialist	\$92.82
Public Involvement Assistant	\$63.82
GIS Analyst	\$80.58
Business Manager	\$129.78
Project Analyst	\$97.12
Clerical/Admin.	\$69.05

**These are the rates to be determined for each work authorization

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT #

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 14

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Preliminary Project Development for Field Surveying, Water Quality and Architectural Services required to facilitate the Lower Rio Grande Valley Regional Water Management Program (formerly the Delta Watershed Project) identified in the 2012 HCDD#1 Bond Referendum.

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

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

PART 2. ESTIMATED COST

The estimated lump sum not to exceed cost for services under this Work Authorization No. 14 is \$215,993.06. This amount is based upon the Exhibit D attached in the Estimated Cost Proposal attached hereto as EXHIBIT "D". A supplemental agreement shall be executed by both parties should additional funds be needed to complete these tasks.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 14 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

This Work Authorization No 14 shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes work tasks of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Work Authorization NO. 14 does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 14.

BY: _____

Jesse Salinas, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

TEDSI Infrastructure Group, Inc

By: Jesse Salinas, President/CEO

THE OWNER:

Hidalgo County Drainage District No. 1

By: Ramon Garcia, Chairman

Attest as to form:

Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

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**" (as defined and more particularly identified in **EXHIBIT "B"** attached to the Agreement)

GENERAL

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

- (1) Authorization to the **ENGINEER** to begin work in accordance with Article 7 of the Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Article 5 and Article 6, both of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the "**Project**".
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Provide a copy the **Engineering** study, previously prepared by the other parties contracted by the **Owner** and incorporated herein by reference as the "Regional Water Supply Facilities Plan", and any associated documentation that may be relevant to the Engineer in the evaluation and verification of the "Regional Water Supply Facilities Plan", the Raymondville Drain Study prepared by S&B Infrastructure, Ltd. & the Corps of Engineers South Floodwater Study.

PRELIMINARY PROJECT PLANNING AND DEVELOPMENT

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

- (1) Approve the Work Plan prepared by the **ENGINEER** and more particularly identified in **EXHIBIT "B"** attached to the Agreement.

- (2) Approve the Project Development Schedule prepared by the **ENGINEER** and more particularly identified in **Exhibit "B"** attached to this Agreement.
- (3) **Construction Estimate.** Provide **ENGINEER** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the **ENGINEER** and more particularly identified in **EXHIBIT "B"** attached to the Agreement.
- (4) Submit all required applications prepared by the **ENGINEER** to funding sources.
- (5) **Capital Improvement Program (CIP).** Provide any relevant data regarding the **Owner's** budget and budget process to assist the **ENGINEER** in the Preparation of the **CIP** more particularly identified in **EXHIBIT "B"** attached to the Agreement; review and approve the **CIP** prepared by the **ENGINEER**.
- (6) Attend the **Preliminary Concept Conference** more particularly identified in **EXHIBIT "B"** attached to this Work Authorization.
- (7) Assist the **ENGINEER**, as required in the coordination with the US Federal USACE, FEMA, USFW, Environmental Protection Agency, Department of Energy, Department of Education, along with Texas Water Development Board, TCEQ and other State & Federal coordinating agency or entity.

WORK AUTHORIZATION #14

EXHIBIT D

DELTA AREA WATERSHED

PRELIMINARY PROJECT DEVELOPMENT

ESTIMATED COST PROPOSAL

LABOR COSTS

TASK DESCRIPTION	Principal Engineer (QA/QC)	Project Manager (VIII)	Sr. Engineer (V)	Project Engineer (III)	Project Engineer (II)	Project Engineer (I)	Engr. in Training (E.I.T)	Sr. Engr. Designer	Sr. GIS Designer	GIS System Manager	RPLS	SIT	GPS Crew	Project Admin.	Assistant Admin.	EST. HOURS	EST. COST
Contract Rate	\$266.62	\$232.61	\$187.37	\$158.15	\$144.56	\$122.87	\$117.57	\$185.00	\$175.00	\$211.07	\$129.85	\$225.00	\$178.37	\$73.13			
II. PRELIMINARY PROJECT PLANNING AND DEVELOPMENT																	
(3) Field Surveying & Photogrammetry	4	20	18	24		30	48			40	80	180				444	\$81,571.20
(4) Water Quality Samples (DRY)		36	40	80	100	120							20	40		436	\$64,293.76
(7) Architect Services	10	40	60			180		100	40				20	10		460	\$70,128.10
SUB TOTAL II (3,4,7)	14	96	118	104	100	330	48	100	40	40	80	180	40	50		1340	\$215,993.06
TOTAL GMC FOR PRELIMINARY PROJECT PLANNING AND DEVELOPMENT (3,4,7)	14	96	118	104	100	330	48	100	40	40	80	180	40	50		1340	\$215,993.06

AI-40872

8.

DRAINAGE DISTRICT

Meeting Date: 09/24/2013

Submitted For: Godfrey Garza Jr.

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting acceptance and completion of the repairs of three project locations at a cost of \$588,032 - District's cost is 25% or \$147,008.00 as per agreement with Natural Resources Conservation Service (NRCS) for Emergency Watershed Program (EWP) Project Agreement No. 69-7442-12 approved by the Board on April 4, 2012 for stabilization of slopes and removal of sedimentation from the flooding cause by Hurricane Alex.

BACKGROUND

Attachments

NCRS Agreement

invoice

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/20/2013 04:59 PM
Final Approval	Monica Badillo	09/20/2013 05:40 PM
Form Started By: Lora Briones		Started On: 09/20/2013 01:54 PM
	Final Approval Date: 09/20/2013	

United States Department of Agriculture



Natural Resources Conservation Service
101 South Main Street
Temple, TX 76501-7601

Kathleen.pinckney@tx.usda.gov

254 742-9984 (office) 254 742-9929 (fax)

April 18, 2012

Mr. Godfrey Garza
District Manager
Hidalgo County Drainage
District No. 1
902 North Doolittle Road
Edinburg, TX 78542

Dear Mr. Garza,

Enclosed find your executed copy of the project agreement for the Hidalgo County Drainage District #1, Emergency Watershed Program (EWP) Project. This will be a federally awarded contract action.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen Pinckney".

KATHLEEN PINCKNEY
Contracting Officer

Enclosures

cc:

Elisha Kuehn, Acting State Administrative Officer, NRCS, Temple, Texas (Encl w/d)
Tomas Dominguez, ASTC (FO), NRCS, Corpus Christi, Texas (Encl w/d)
John Mueller, State Conservation Engineer, NRCS, Temple, Texas (Encl w/d)
Claude Ross, EWP Program Manager, NRCS, Temple, Texas
John Hrebik, EWP Engineer, NRCS, Temple, Texas
Arturo Ibarra, District Conservationist, NRCS, Edinburg, Texas

Helping People Help the Land

An Equal Opportunity Provider and Employer



State: Texas
EWP: Hidalgo County Drainage District #1

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

PROJECT AGREEMENT

THIS AGREEMENT, made this **4th day of April, 2012**, by and between Hidalgo County Drainage District #1, Hidalgo County, State of Texas, called the Sponsors; and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provision of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and Public Law 93-288, the Robert T Stafford Disaster Relief and Emergency Assistance Act of 1988, as amended, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause impairment of a watershed.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at an estimated total cost of **\$705,000.00**.

Works of improvement shall consist of:

- a. The stabilization of slopes and the removal of sediment in the existing inlet channel as a result of slope slides and sedimentation from the flooding caused by Hurricane Alex. The estimated construction cost is **\$705,000.00**.
- b. The damages are identified by Damage Survey Report HC-2011-01.

- B. The Sponsors will:

1. Provide 25 percent of the cost of performing the emergency watershed protection measures described in Section A. The estimated not to exceed cost to the Sponsor is **\$176,250.00**. The Sponsors will provide their matching funds from a non-federal source to NRCS upon completion of the project works and within 30 calendar days of a request for payment from NRCS.
2. Secure all landrights and permits necessary for completion of the work described in Section A. Certify landrights have been obtained by providing a completed copy of form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of real property rights is required. Provide a copy of all federal permits obtained.

3. Accept all financial and other responsibility for excess costs resulting from its failure to obtain, or its delay in obtaining, adequate land and water rights, permits, and licenses needed for the work described in Section A.
4. Designate an individual to serve as liaison between the Sponsors and the NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the NRCS Contracting Officer.
5. Review and approve the final drawings and specifications for the work described in Section A.
6. Comply with applicable requirements in Attachment A to this Agreement.
7. Upon determination of technical acceptability of the completed works of improvement, assume responsibility for operation and maintenance (O&M) for all works of improvement described in section A and sign the attached O&M Plan.
8. Replace any road surfaces as the Sponsor deems necessary after the completion of the repairs, as applicable. This is not eligible for cost sharing and is 100 percent Sponsors' cost.
9. Supply any culverts and additional fill if available and upon request from NRCS as required due to the installation of the culverts, as applicable. This is not eligible for cost sharing and is 100 percent the Sponsors' cost.
10. Assume responsibility for locating and removing or relocating all utilities within the work area.
11. Provide NRCS your Dun and Bradstreet Data Universal Number (DUNS number) and register with Central Contractors Registration at www.ccr.gov.

C. NRCS will:

1. Provide 75 percent of the cost of construction required to install the works of improvement described in A. This cost to NRCS is estimated to be **\$528,750.00**.
2. Contract for the construction of the planned measures described in Section A in accordance with Federal Acquisition Regulations.
3. Provide authorized assistance, including but not limited to obtaining basic survey information; preparation of drawings, designs and specifications; contract administration; and quality assurance during performance of the work.
4. Insure that the contractor complies with the requirements of the TCEQ's Texas Pollution Discharge Elimination System (TPDES) program having regulatory authority.
5. Arrange for and conduct final inspection of the completed works with the Sponsor to determine whether all work described in Section A has been performed in accordance with contractual requirements. Accept work from the contractor and notify the Sponsor of acceptance.

D. It is mutually agreed that:

1. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
2. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
3. In the event of default, any additional funds required to ensure completion of the job are to be provided in the same ratio as funds are contributed by the parties under the terms of this agreement; and any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
4. Additional funds including interest properly allocable as costs as determined by NRCS, required as a result of a decision of the Contracting Officer or a court judgment in favor of the contractor, will be provided in the same ratio as funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of the NRCS.
5. This agreement may be amended by written amendment as mutually agreed by both parties.
6. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
7. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
8. The program or activities conducted under this agreement will be in compliance with nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

Hidalgo County Drainage District #1

This action authorized at an official meeting of the Hidalgo County Drainage District #1 on 3rd day of April, 2012, at Edinburg, Hidalgo County, State of Texas.

By: Raouf Garcia

Title: Chairman

Date: 4/3/12

Antonio Guajardo Jr.
(Signature)

County Clerk
(Title)

**United States Department of Agriculture
Natural Resources Conservation Service**

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 4/3/12

By: Salvador Salinas

Title: State Conservationist

Date: APR 04 2012

ATTACHMENT A - SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION**
- II. CERTIFICATION REGARDING LOBBYING**
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED
TRANSACTIONS**
- IV. CLEAN AIR AND WATER CERTIFICATION**
- V. ASSURANCES AND COMPLIANCE**
- VI. EXAMINATION OF RECORDS**

ATTACHMENT A - SPECIAL PROVISIONS

The signatories (grantee, recipient sponsor, or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace.

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.



BILL FOR COLLECTION

ENCLOSE A COPY OF THIS BILL WITH YOUR CHECK OR MONEY ORDER MADE PAYABLE TO: U.S. DEPARTMENT OF AGRICULTURE. DO NOT SEND CASH. PLEASE INCLUDE BILL NUMBER AND PAYER CODE ON YOUR CHECK.

PAYER CODE: 6000389
BILL DATE: 10/12/2012
BILL NUMBER: 1800522143

TO:

HIDALGO CO DRAINAGE
 DISTRICT NO 1
 902 N DOOLITTLE RD
 EDINBURG TX 78542

DUE DATE: 11/11/2012

AMOUNT ENCLOSED:
 \$

INTEREST: \$ 0.00
ADMINISTRATIVE COSTS: \$ 0.00
PENALTY: \$ 0.00
AMOUNT CREDITED: \$ 0.00
CURRENT CHARGES: \$ 147,008.00

PLEASE SEND ALL
 CORRESPONDENCE , INQUIRIES,
 AND CHANGES TO:

COD/Administrative Payments Branch

 New Orleans, LA
 1-800-421-0323

MAIL PAYMENT TO:
 USDA NFC - FMMI COD
 Collections
 PO Box 979099
 St. Louis, MO 63179-9000

AMOUNT DUE:
 \$ 147,008.00

FAILURE TO MAKE PAYMENT BY THE DUE DATE WILL RESULT IN THE ASSESSMENT OF LATE PAYMENT CHARGES (INTEREST, ADMINISTRATIVE COSTS AND/OR PENALTY CHARGES) IN ACCORDANCE WITH YOUR CONTRACT,

Description	Amount
REFUND IS DUE USDA-NRCS FOR 25% OF EMERGENCY WATERSHED PROGRAM CONTRACT 7442C120022 FOR BANK STABILIZATION. AMOUNT DUE IS \$147,008.00 POC Kay Matous (264) 742-9942	147,008.00



United States Department of Agriculture
Natural Resources Conservation Service

HIDALGO COUNTY DRAINAGE DISTRICT #1 - EWP

— HURRICANE ALEX —
SITES 16, 18, AND 19
HIDALGO COUNTY, TEXAS

AS BUILT PLANS
CONTRACT NO. AG-7492-C-12-0022
CONTRACTOR E.S. FOG
CONSTRUCTION COMMENCED 6/18/2012
CIV. REPRESENTATIVE JOHN MULLER
CIV. INSPECTOR MIKE PERROY
EST. PRICE 448,487.00
FINAL PRICE 308,033.00
CONSTRUCTION COMPLETED 8-14-2012

SPONSORED BY
HIDALGO COUNTY
DRAINAGE DISTRICT #1

COOPERATING WITH
NATURAL RESOURCES CONSERVATION SERVICE
OF THE
U.S. DEPARTMENT OF AGRICULTURE

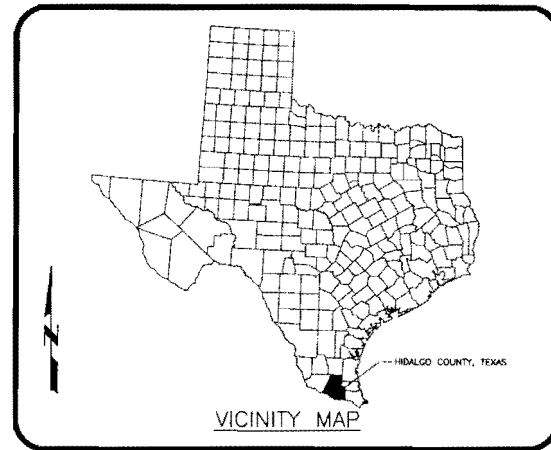
2012

SITE 16 ENGINEERING JOB CLASS V
SITE 18 ENGINEERING JOB CLASS VI
SITE 19 ENGINEERING JOB CLASS VI
CONSTRUCTION DRAWINGS APPROVED

John W. Mueller, P.E.
STATE CONSERVATION ENGINEER, N.R.C.S.
TEMPLE, TEXAS

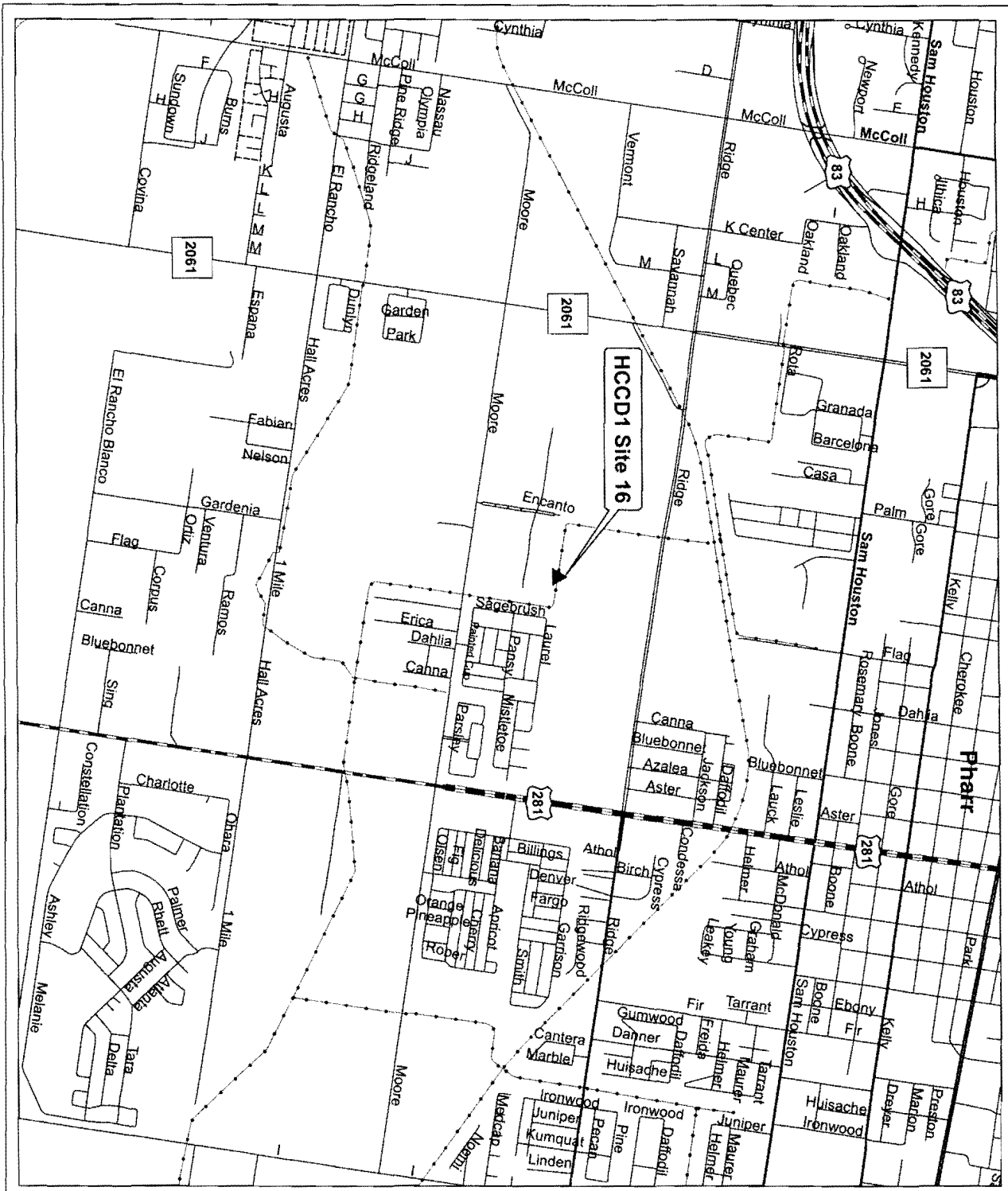


4/18/12
DATE



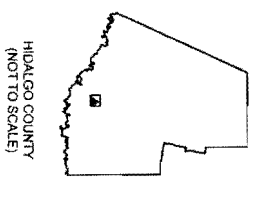
INDEX OF DRAWINGS	
SHEET NO.	TITLE
--	COVER
1	VICINITY MAP - SITE 16
2	VICINITY MAP - SITE 18 AND 19
3	PLAN AND SECTIONS - SITE 16
4	SWPPP - SITE 16
5	PLAN VIEW - SITE 18
6	SECTIONS - SITE 18
7	SWPPP - SITE 18
8	PLAN VIEW - SITE 19
9	SECTIONS - SITE 19
10	SWPPP - SITE 19

DRAWING NO. TX-EN-0631
TX-EN-0631



1:50,000 Scale
 This map is a computer-generated map based on aerial photography.

VICINITY MAP FOR HIDALGO COUNTY
 HCCD1: SITE 16 - LONG: 98° 11' 47.7\"/>



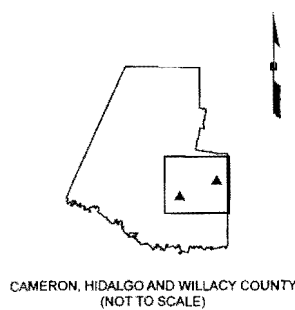
DATE	
REVISIONS	
PROJECT NO.	TX-EN-0631
DRAWN BY	



VICINITY MAP
 SITE 16
 HIDALGO COUNTY DRAINAGE DISTRICT #1 - EWP
 IN
 HIDALGO COUNTY, TX

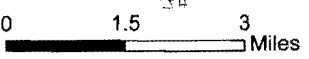
DESIGNED BY: S. OWENS
 DRAWN BY: S. OWENS
 CHECKED BY: S. Higgins
 FILE NAME: HCCD1 Site 14 and 16.mxd
 DATE CHECKED: Mar. 8, 2012





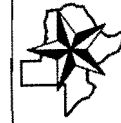
CAMERON, HIDALGO AND WILLACY COUNTY
(NOT TO SCALE)

VICINITY MAP FOR HIDALGO COUNTY
 HCDD1: SITE 18 - LONG: 98° 4' 50.3"W,
 LAT: 26° 16' 3.5"N
 SITE 19 - LONG: 97° 54' 53.3"W,
 LAT: 26° 19' 44.9"N



DESIGNED BY: S. OWENS
 DRAWN BY: S. OWENS
 CHECKED BY: S. HIGGINS
 FILE NAME: HCDD1_S18_S19_12.mxd
 DATE CHECKED: March 8, 2012

VICINITY MAP
 SITE 18 & 19
 HIDALGO COUNTY DRAINAGE DISTRICT #1 - EWP
 IN
 HIDALGO COUNTY, TX

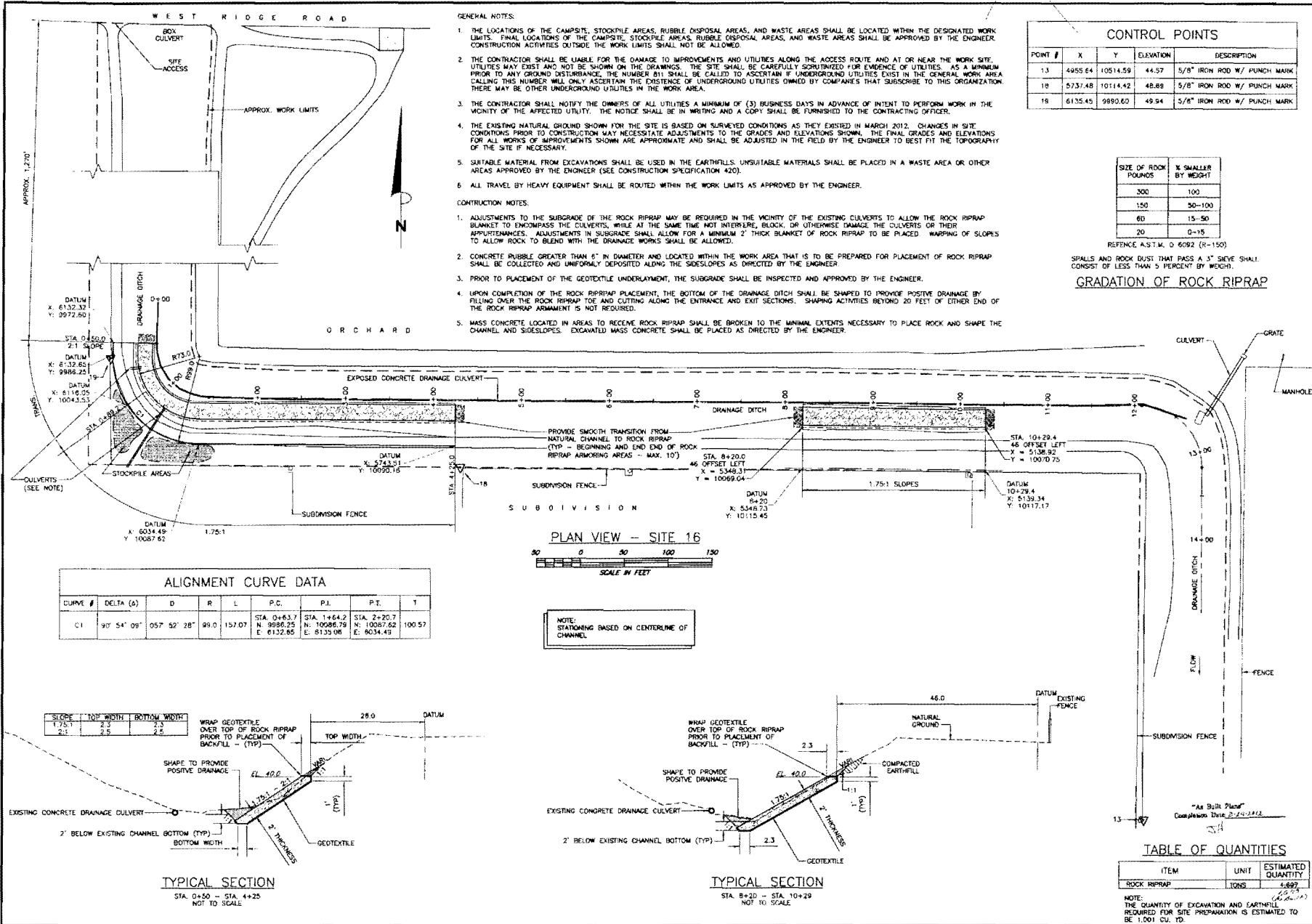


NRCS
 United States Department of Agriculture
 Natural Resources Conservation Service

REVISIONS	DATE

DRAWING NO. TX-EN-0631
 SHEET 2

V:\EMP\Bureaus\A&E\Hidalgo County\HCD\Site 16\HCD1-15 - DRAFTING.dwg



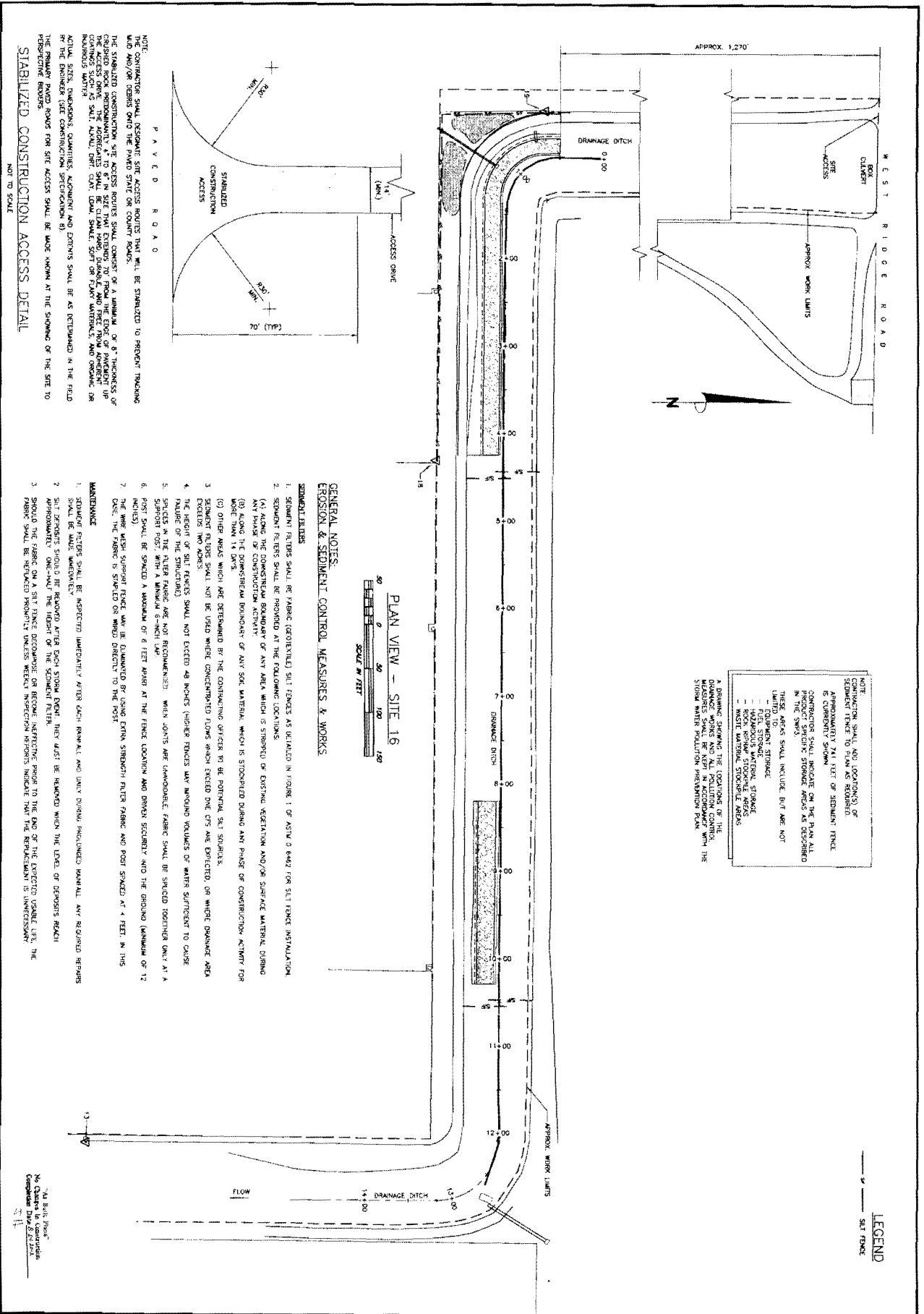
DESIGNED BY: S. HIGGINS
 DRAWN BY: S. HIGGINS
 CHECKED BY: B.L. STREET, J. WEBER
 FILE NAME: HCD1-15 - DRAFTING.dwg
 DATE CHECKED: APRIL 2012

PLAN AND SECTIONS
 SITE 16
 HIDALGO COUNTY DRAINAGE DISTRICT #1 - EWP
 HIDALGO COUNTY, TEXAS

NRCS
 United States Department of Agriculture
 Natural Resources Conservation Service

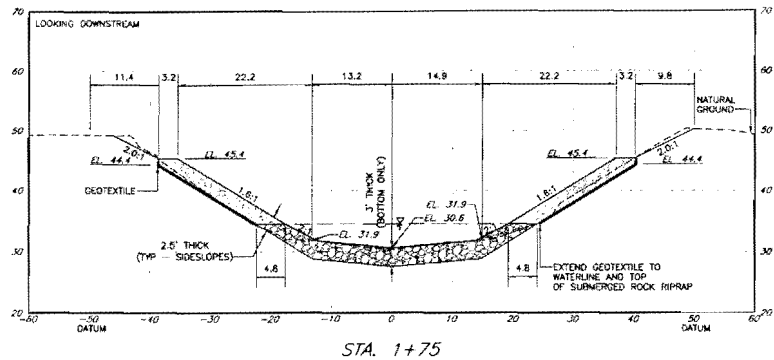
REVISIONS: DATE: 05/08/12
 REV. A. 05/08/12

DRAWING NO: TX-EN-0631
 SHEET: 3



<p>NRCS United States Department of Agriculture Natural Resources Conservation Service</p>		STORMWATER POLLUTION PREVENTION PLAN SITE 16 HIDALGO COUNTY DRAINAGE DISTRICT #1 - EWP IN HIDALGO COUNTY, TEXAS	DESIGNED BY: S. HIGGINS DRAWN BY: S. HIGGINS CHECKED BY: B.T. STREET, J. HIGGINS FILE NAME: HCD01-185 - DRAFTING.dwg DATE CHECKED: APRIL 2012	
		DRAWING NO. TX-EM-0837	REVISIONS DATE REV. A 05/06/12	SHEET 4

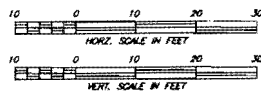
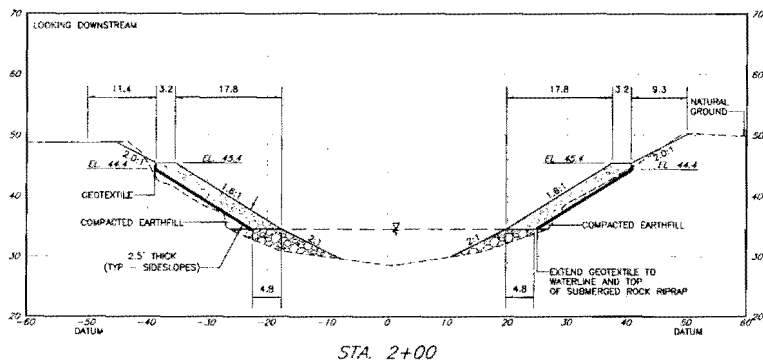
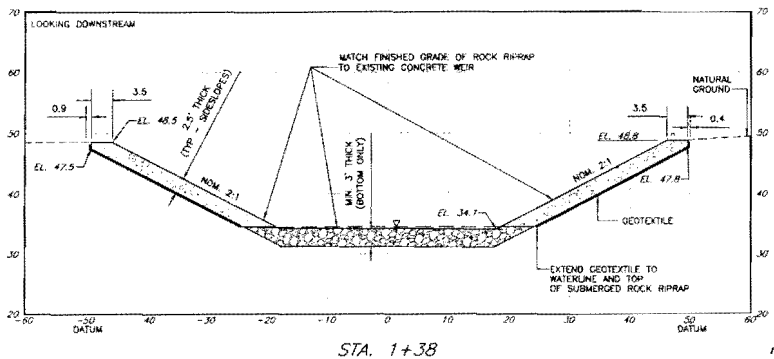
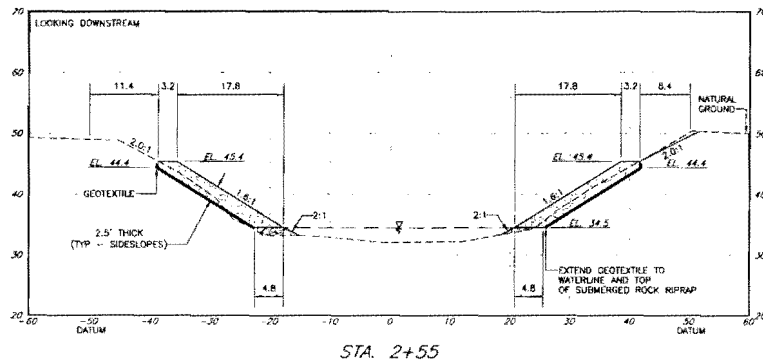
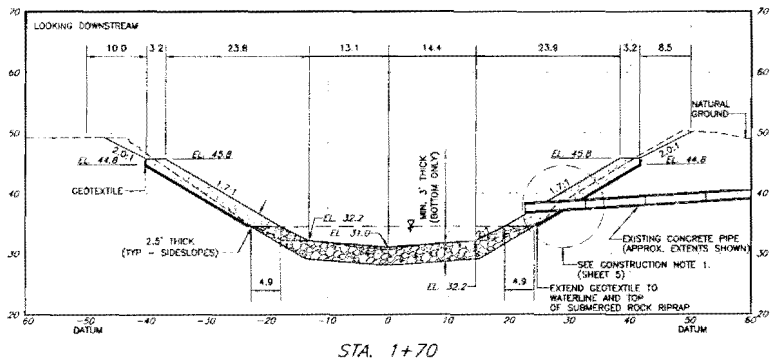
V:\TWP\Hidalgos\Agriculture\Hidalgo County\HCD\Site 18\DWG\HCD1-18-DES04.dwg



NOTE:
ALLOWANCE FOR GEOTEXTILE ANCHORAGE AT THE TOP OF SLOPE IS NOT SHOWN. THE CONTRACTOR SHALL ENSURE THAT AMPLE GEOTEXTILE LENGTH IS AVAILABLE TO ALLOW FOR PLACEMENT OF THE ROCK RIPRAP SHOWN. EXCESS GEOTEXTILE SHALL BE CUT FLUSH WITH THE NATURAL GROUND ONCE ROCK RIPRAP IS PLACED (TYP. - ALL LOCATIONS).

NOTE:
ROCK RIPRAP PLACED ALONG THE BOTTOM AND SIDESLOPES LOCATED BELOW THE WATERLINE (SUBMERGED) SHALL BE PLACED BY DUMPING THE ROCK RIPRAP AND THEN SPREADING AND PRESSING THE ROCK INTO THE UNPREPARED SUBGRADE TO PROVIDE A FIRM FOUNDATION AND ACHIEVE THE MINIMUM DIMENSIONS SHOWN ON WHICH TO CONTINUE ROCK PLACEMENT.

PLACEMENT OF ROCK RIPRAP IN SCOURED AREAS MAY RESULT IN ROCK THICKNESSES GREATER THAN THE MINIMUMS SHOWN.



Do not scale from
No Changes in Construction
Completion Date 8/14/2012



DESIGNED BY: S. HIGGINS
DRAWN BY: S. HIGGINS
CHECKED BY: B.T. STREET, J. HERRIK
FILE NAME: HCD1-18-DES04.dwg
DATE CHECKED: APRIL 2012

SECTIONS
SITE 18
HIDALGO COUNTY DRAINAGE DISTRICT #1 - CWP
HIDALGO COUNTY, TEXAS



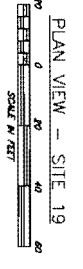
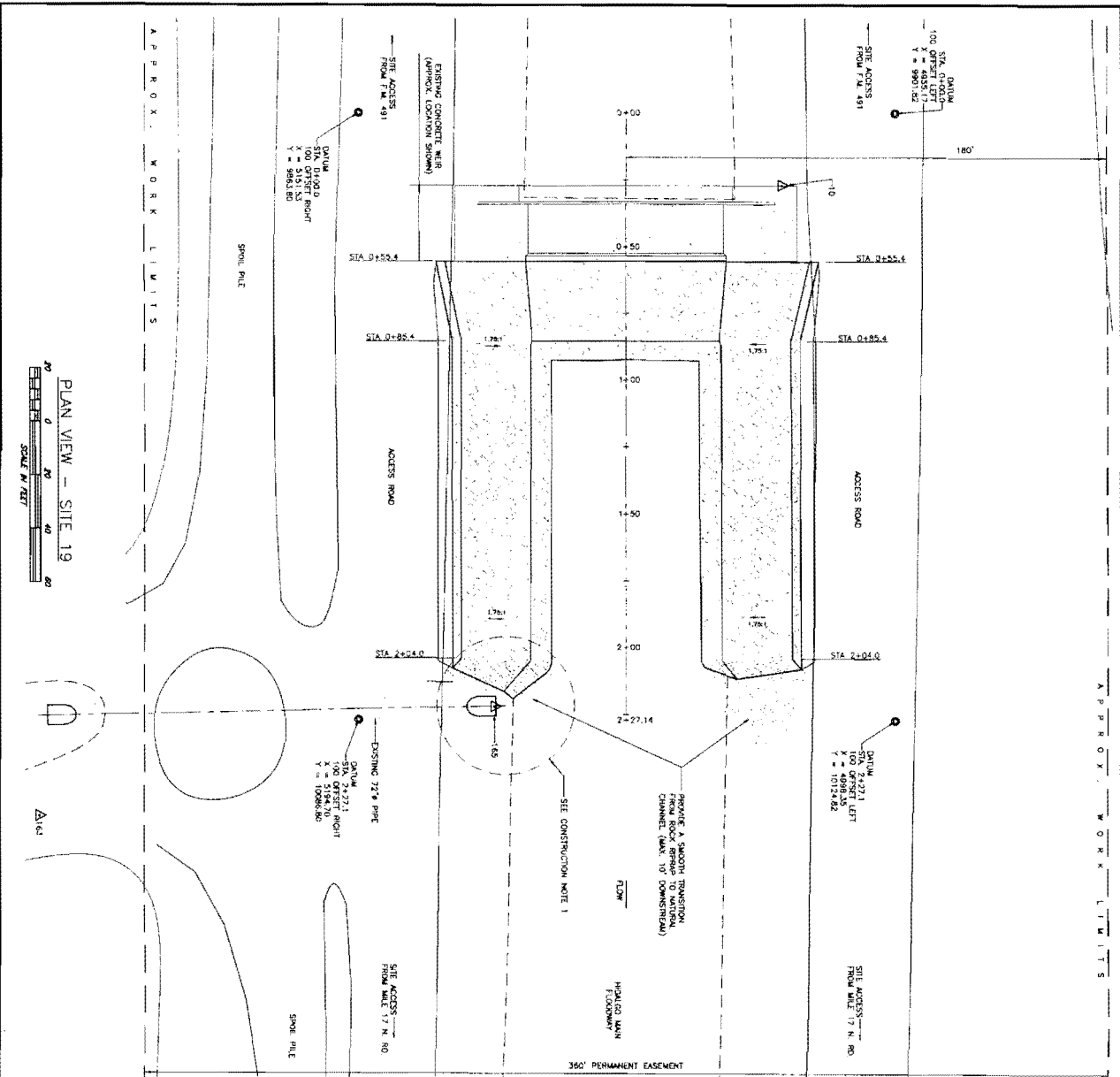
NRCS
United States Department of Agriculture
Natural Resources Conservation Service

REVISIONS	DATE

DRAWING NO.
TX-EN-0631

SHEET

6



Area



- GENERAL NOTES:
1. THE LOCATION OF THE COMPLETE STOPPING AREAS AND WASTE AREAS SHALL BE LOCATED WITHIN THE LIMITS OF THE PROJECT AND SHALL NOT INTERFERE WITH OR BLOCK THE EXISTING DISPERSED AREAS. THE LOCATION OF THE COMPLETE STOPPING AREAS SHALL BE APPROVED BY THE ENGINEER. CONSTRUCTION ACTIVITIES OUTSIDE THE WORK LIMITS SHALL NOT BE ALLOWED.
 2. THE CONTRACTOR SHALL BE LIABLE FOR THE QUANTITY OF MATERIALS AND UTILITIES ALONG THE PERIMETER OF THE SITE. THE QUANTITY OF MATERIALS AND UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ALL UTILITIES A MINIMUM OF (3) BUSINESS DAYS IN WRITING AND A COPY SHALL BE FURNISHED TO THE CONTRACTING OFFICER.
 3. THE EXISTING MATERIALS AND UTILITIES SHALL BE PROTECTED AND SHALL NOT BE REMOVED OR DESTROYED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ALL UTILITIES A MINIMUM OF (3) BUSINESS DAYS IN WRITING AND A COPY SHALL BE FURNISHED TO THE CONTRACTING OFFICER.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ALL UTILITIES A MINIMUM OF (3) BUSINESS DAYS IN WRITING AND A COPY SHALL BE FURNISHED TO THE CONTRACTING OFFICER.
 5. SUITABLE MATERIAL FROM EXCAVATIONS SHALL BE USED IN THE EXISTING UNSUITABLE MATERIALS. SUITABLE MATERIAL FROM EXCAVATIONS SHALL BE USED IN THE EXISTING UNSUITABLE MATERIALS. SUITABLE MATERIAL FROM EXCAVATIONS SHALL BE USED IN THE EXISTING UNSUITABLE MATERIALS.
 6. ALL MATERIAL BY HEAVY EQUIPMENT SHALL BE ROUTED WITHIN THE WORK LIMITS AS APPROVED BY THE ENGINEER.

- CONSTRUCTION NOTES:
1. ROCK GRAB SAMPLES IN THE VICINITY OF THE EXISTING CONCRETE SHALL BE PLACED WITHIN THE EXISTING CONCRETE AND SHALL NOT INTERFERE WITH OR BLOCK THE EXISTING DISPERSED AREAS. THE LOCATION OF THE COMPLETE STOPPING AREAS SHALL BE APPROVED BY THE ENGINEER. CONSTRUCTION ACTIVITIES OUTSIDE THE WORK LIMITS SHALL NOT BE ALLOWED.
 2. ROCK TO BE PLACED IN THE VICINITY OF THE EXISTING CONCRETE SHALL BE PLACED WITHIN THE EXISTING CONCRETE AND SHALL NOT INTERFERE WITH OR BLOCK THE EXISTING DISPERSED AREAS. THE LOCATION OF THE COMPLETE STOPPING AREAS SHALL BE APPROVED BY THE ENGINEER. CONSTRUCTION ACTIVITIES OUTSIDE THE WORK LIMITS SHALL NOT BE ALLOWED.
 3. LOCATION OF ALL ROCK SAMPLES SHALL BE APPROVED AS NECESSARY TO PROVIDE A FINAL LOCATION OF ALL ROCK SAMPLES AND ROCK SAMPLES.

CONTROL POINTS

POINT #	X	Y	ELEVATION	DESCRIPTION
10	5001.38	9920.26	47.42	5/8" IRON ROD
163	5219.14	10093.27	51.06	PUNCHMARK ON STEEL PLATE
165	5143.64	10081.47	49.89	PUNCHMARK ON CEMENT

TABLE OF QUANTITIES

ITEM	UNIT	ESTIMATED QUANTITY
ROCK SAMPLE	TONS	2,165

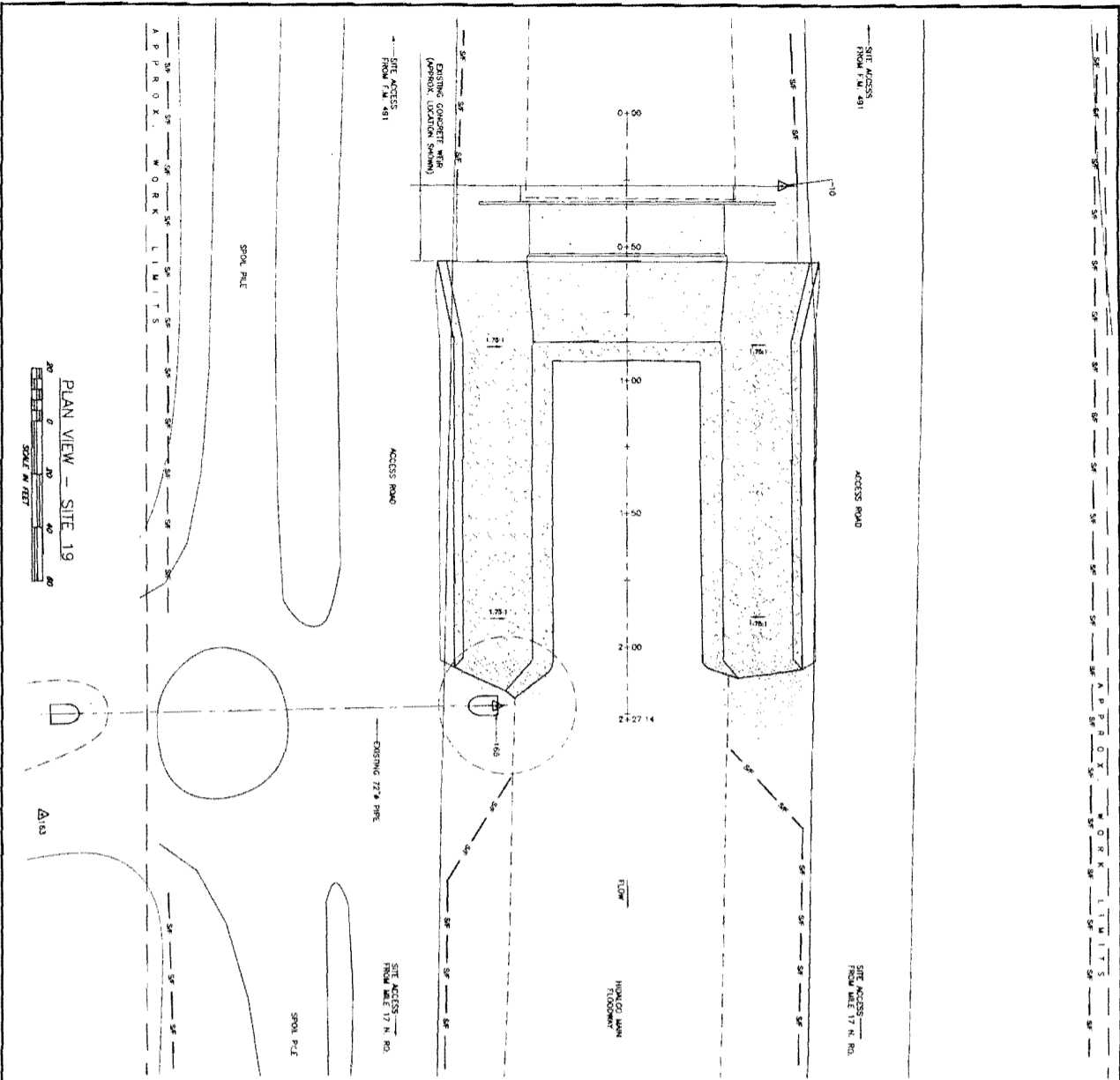
NOTE: THE QUANTITY OF DEBRIS AND MATERIAL REQUIRED FOR SITE PREPARATION IS ESTIMATED TO BE 448 CU. YD.

GRADATION OF ROCK RIPRAP

SIZE OF ROCK	BY WEIGHT	% SMALLER
700	100	100
300	50-100	100
150	15-50	100
45	0-15	100

SCALE AND ROCK DATA FROM SHEET A-17. ROCK SHALL BE QUANTIFIED IN CONSTRUCTION COSTS OF LESS THAN 5 PERCENT BY WEIGHT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

<p>United States Department of Agriculture Natural Resources Conservation Service</p>	<p>PLAN VIEW SITE 19 HIDALGO COUNTY DRAINAGE DISTRICT #1 - EWP HIDALGO COUNTY, TEXAS</p>	DESIGNED BY: S. HIGGINS DRAWN BY: S. HIGGINS CHECKED BY: B.T. STREET, J. HREBEM FILE NAME: Hcd\Site 19 COST ESTIMATE.dwg DATE CHECKED: APRIL 2012	<p>John W. Higgins, P.E. 4/18/12</p>
		DRAWING NO: TX-CN-0631 SHEET: 8	



PLAN VIEW - SITE 19
SCALE IN FEET

GENERAL NOTES:
EROSION & SEDIMENT CONTROL MEASURES & WORKS

- SEDIMENT FILTERS**
1. SEDIMENT FILTERS SHALL BE FABRIC (GEOTEXTILE) Silt FENCES AS DETAILED IN FIGURE 1 OF ASTM D 5812 FOR Silt FENCE INSTALLATION.
 2. SEDIMENT FILTERS SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS:
 - (A) ALONG THE CONSTRUCTION BOUNDARY OF ANY AREA WHICH IS STORED OR EXISTING VEGETATION AND/OR SOILS ARE STORED, EXPOSED, OR SUBJECT TO CONSTRUCTION ACTIVITY.
 - (B) ALONG THE CONSTRUCTION BOUNDARY OF ANY AREA WHICH IS STORED DURING ANY PHASE OF CONSTRUCTION ACTIVITY FOR MORE THAN 30 DAYS.
 - (C) OTHER AREAS WHICH ARE DETERMINED BY THE CONTRACTOR TO BE POTENTIAL Silt SOURCES.
 3. SEDIMENT FILTERS SHALL NOT BE USED WHERE CONCENTRATED FLOWS WHICH EXCEED ONE (1) INCH WATER SUPPLEMENT TO DRAINAGE ARE EXPECTED.
 4. THE HEIGHT OF Silt FENCES SHALL NOT EXCEED 48 INCHES (FOUR FEET) UNLESS VOLUNTARILY OF WATER SUPPLEMENT TO DRAINAGE EXCEEDS TWO FEET.
 5. SPACES IN THE FILTER FABRIC ARE NOT RECOMMENDED. WHEN JOINTS ARE UNAVOIDABLE, FABRIC SHALL BE SPUN TOGETHER ONLY AT A SUPPORT POST WITH A MINIMUM 8 INCH LAP.
 6. POSTS SHALL BE SPACED A MINIMUM OF 6 FEET APART AT THE FILTER LOCATION AND SHOWN SECURELY INTO THE GROUND (MINIMUM OF 12 INCHES).
 7. THE WIRE MESH SUPPORT FABRIC MAY BE FLANKED BY USING EXTRA STRENGTH FILTER FABRIC AND POST SPACED AT 4 FEET. IN THIS CASE, THE FABRIC IS SPUN TO WELD DIRECTLY TO THE POST.
- MAINTENANCE**
1. SEDIMENT FILTERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND DAILY DURING PROLONGED DRAINAGE. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
 2. Silt DEBRIS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN THE LEVEL OF SEDIMENTATION EXCEEDS THE HEIGHT OF THE SEDIMENT FILTER.
 3. SHOULD THE FABRIC OR A Silt FENCE BECOME DAMAGED OR BUILT UP, IT SHOULD BE REPAIRED IMMEDIATELY. THE REPAIRS SHOULD BE MADE IMMEDIATELY TO PREVENT ANY UNDESIRABLE RUNOFF THAT THE REPAIRMENT IS UNDESIRABLE.

REFER TO SHEET 1 FOR CONSTRUCTION OF A SEDIMENTATION Silt ACCESS FOR THE ROUTES TO BE USED BY THE CONSTRUCTION (REFER TO CONSTRUCTION SPECIFICATION 5).

NOTE:
CONTRACTOR SHALL ADD LOCATIONS OF SEDIMENT FENCES TO PLAN AS REQUIRED. APPROXIMATELY 1.525 FEET OF SEDIMENT FENCE IS CONSIDERED SHOWN. APPROXIMATELY 1.525 FEET OF SEDIMENT FENCE IS CONSIDERED SHOWN ON THE PLAN. ALL SPACING SHALL BE SHOWN AS SPACED. THESE AREAS SHALL INCLUDE, BUT ARE NOT LIMITED TO:
- FILL STORAGE AREAS
- ROCK STORAGE AREAS
- WASTE MATERIAL STORAGE AREAS

LEGEND
--- Silt FENCE

"As Built Plans"
No Change in Location
Condition Shall Be Maintained.

<p>NRCS United States Department of Agriculture Natural Resources Conservation Service</p>	<p>STORMWATER POLLUTION PREVENTION PLAN SITE 19 HIDALGO COUNTY DRAINAGE DISTRICT #1 - EWP IN HIDALGO COUNTY, TEXAS</p>	DESIGNED BY: S. HIGGINS	
		DRAWN BY: S. HIGGINS	
<p>10</p>	<p>DATE: _____</p> <p>REVISIONS: _____</p> <p>DRAWING NO.: TX-EN-0631</p> <p>SHEET: _____</p>		

AI-40834

9.

DRAINAGE DISTRICT

Meeting Date: 09/24/2013

Submitted For: John D. Franz, Perdue,
Brandon...Law Firm

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

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

BACKGROUND

Attachments

Resolution

C

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/18/2013 04:42 PM
Final Approval	Monica Badillo	09/20/2013 05:40 PM
Form Started By: Monica Badillo		Started On: 09/18/2013 03:01 PM
	Final Approval Date: 09/20/2013	

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

On the 24th day of September, 2013, at the regularly scheduled meeting of the Board of Hidalgo County Drainage District No. 1, a motion was duly made and seconded to resell property described on Exhibit "C" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

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

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

SIGNED on this ____ day of _____, 2013.

Ramon Garcia
County Judge
Hidalgo County

Attest:

Arturo Guajardo Jr.
County Clerk
Hidalgo County

Exhibit "C"

(Tax Resale Property)

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

EXHIBIT	C
---------	---

**JUNE 22, 2013
TAX RESALE LIST
HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT**

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	STARTING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST.
T-869-04-E 1	Lots 13 and 14, Block 55, Original Townsite, City of Hargill	H1200-00-055-0013-00	\$13,700	\$3,000	\$32.16	NA
T-370-05-A 2	Lot 18, Edinburg Acres	E3115-00-000-0018-00	\$33,570	\$5,000	\$834.60	\$64.20
T-750-05-C 3	Lot 7, Block 2, Unit 1, Fountain Park #1	F5850-01-002-0007-00	\$50,470	\$5,000	\$489.72	\$89.04
T-299-06-B 4	Lot 24, Tropical	T7800-00-000-0024-00	\$35,930	\$6,600	\$863.10	\$287.70
T-779-06-E 5	Lot 7, San Carlos Estates Subd., Unit 2	S0455-02-000-0007-00	\$24,750	\$3,700	\$592.08	\$49.34
T-580-07-E 6	Lot 40, Bar Subdivision, Unit 2	B1570-00-000-0040-00	\$14,730	\$1,700	\$0.00	\$0.00
T-585-07-B 7	Lot 15, Borderland Retreat RV and Mobile Home Subd., Phase 1	B3680-01-000-0015-00	\$38,240	\$1,500	\$0.00	\$0.00
T-810-07-F 8	Lot 98, Bar Subd. Unit # 5	B1570-05-000-0098-00	\$26,400	\$2,800	\$272.00	\$27.20
T-213-08-C 10	10 acres, more or less, being the South 1.68 acres of Lot 181 and the North 8.32 acres of Lot 182, Ramseyer Gardens #2	R0800-02-000-0181-00	\$24,940	\$13,000	\$719.67	\$102.81
T-316-08-C 12	Lot 9, Block 5, Grove Park Subd.	G8800-00-005-0009-00	\$18,620	\$6,100	\$914.76	\$87.12
T-319-08-G 13	11.2 acres, more or less, SAVE & EXCEPT 6.842 acres, more or less, leaving a residue of 4.358 acres, more or less, out of Lot 2, Block 2, John Closner Subd.	J5700-00-002-0002-03	\$53,840	\$17,500	\$3,532.08	\$441.51
T-475-08-E 14	.43 acre, more or less, out of Lot 15, Section 244, Texas-Mexican Railway Survey	T2100-00-244-0015-07	\$25,010	\$3,000	\$76.60	\$7.66
T-706-08-B 15	The East 120 ft of the West 410 ft of the South 330 ft of Lot 14, Block 88, Mo-Tex Co.	M5500-00-088-0014-09	\$27,420	\$2,000	\$85.44	\$7.12
T-709-08-A 16	2.81 acres, more or less, situated in the East 3.39 acres of the North 10.00 acres of Lot 15, Section 240, Texas Mexican Railway Co. Survey: SAVE & EXCEPT however that certain .24 acre tract, more or less, being the East 71.08 ft of the North 147.58 ft of said 2.81 acres, leaving herein a residue of 2.57 acres, more or less	T2100-00-240-0015-06	\$53,570	\$7,200	\$1,208.40	\$60.42
T-803-08-H 17	0.41 acre, more or less, situated in the San Salvador Del Tule Grant, described in Parcel 'C'	D3200-00-084-0006-00	\$37,830	\$4,700	\$354.67	NA

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	STARTING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST.
T-871-08-G 18	Lot 14, Engleman Estates	E6450-00-000-0014-00	\$23,950	\$3,300	\$458.62	\$59.82
T-875-08-E 19	3.96 acres, Block 74, Hargill Townsite	H1200-00-074-0000-00	\$24,980	\$8,500	\$1,427.80	NA
T-935-08-B 20	1.00 acre, more or less being the West one-half of Tract 7 out of the West 10.00 acres of the East 20.00 acres of Lot 8, Section 242, Texas Mexican Railway Co. Survey	T2100-00-242-0008-22	\$27,730	\$9,000	\$1,551.60	\$232.74
T-1182-08-E 21	Lot 20, Block 1, Original Townsite, City of Lull	L6700-00-001-0020-00	\$27,960	\$3,900	\$481.08	\$25.32
T-1307-08-I 22	Lot 4, Block 37, Original Townsite to the City of Hargill	H1200-00-037-0004-00	\$15,200	\$5,000	\$702.96	\$29.29
T-444-09-G 23	1.00 acre, more or less, situated in the Tex-Mex Railway Co. Survey	T2100-00-238-0008-06	\$28,410	\$9,100	\$1,540.54	\$133.96
T-464-09-I 24	Lots 1 & 2, Block 10, Wells	W2100-00-010-0001-00	\$14,000	\$5,200	\$0.00	NA
T-548-09-A 25	1 acre being a portion of Lot 15, Block 240, Tex-Mex Survey	T2100-00-240-0015-09	\$26,450	\$8,200	\$1,058.58	\$117.62
T-1307-09-E 26	A portion of Lots 155 and 156, Delta Orchards Co. Subd. Unit #2, save & except the following tracts; 1.00 acre, more or less, out of Lots 155 & 156, 2.00 acres, more or less, out of Lot 155, the Southwest 3.00 acres, more or less, out of Lot 155 and the North 383 ft., more or less, out of Lot 156 & being resubd. & now known as Lots 244, 245 and 246, Delta Orchards Co. Unit No. 7, leaving a residue of 4.00 acres, more or less	D3800-02-000-0155-00	\$24,220	\$10,500	\$1,888.11	\$179.82
T-1315-09-D 27	Lot 5, Canal Subd.	C0950-00-000-0005-00	\$25,620	\$8,000	\$1,319.40	\$131.94
T-1341-09-H 28	Lot 3, Block 9, Lull Townsite	L6700-00-009-0003-00	\$15,310	\$4,000	\$349.23	\$49.89
T-1434-09-E 29	Lot 3, Block 186, Edinburg Original Townsite	E3300-00-186-0003-00	\$30,660	\$6,500	\$638.52	\$150.24
T-1551-09-C 30	Lot 9, Block 369, Original Town site of Edinburg	E3300-00-369-0009-00	\$23,740	\$9,500	\$1,346.53	\$141.74
T-2023-09-J 31	Lot 9, Block 5, Enfield Estates Subd.	E6000-00-005-0009-00	\$27,670	\$8,500	\$1,141.92	\$126.88
T-2170-09-A 32	Tract 1: Lot 6, Block 5, Lull Townsite	L6700-00-005-0006-00	\$11,440	\$4,100	\$299.52	\$33.28
T-2170-09-A 33	Tract 2: Lot 7 and 8, Block 6, Lull Townsite	L6700-00-006-0007-00	\$20,940	\$7,600	\$924.48	\$102.72
T-2306-09-G 34	Lot 50, Semren Subdivision,	S2450-00-000-0050-00	\$15,070	\$5,900	\$349.50	\$209.70
T-2334-09-E 35	1.0 acre, more or less, out of the West 12.38 acres of Lot 1-A, Texas-Mexican Railway Co. Survey, Section. 267	T2100-00-267-0001-06	\$31,650	\$20,000	\$4,485.25	\$358.82

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	STARTING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST.
T-2335-09-D 36	Lot 27, La Blanca Estates	L0540-00-000-0027-00	\$23,200	\$21,000	\$5,436.76	\$582.51
T-2340-09-H 37	Lot 2, Block 3, Gate City Heights	G2300-00-003-0002-00	\$39,590	\$16,900	\$3,146.40	\$314.64
T-2341-09-D 38	Lot 5, Bar Subd., Unit 5	B1570-05-000-0005-00	\$36,140	\$5,600	\$651.51	\$68.58
T-2629-09-C 39	1.012 acre, more or less, out of Lot 12, Seminary Heights Subdivision	S2400-00-000-0012-01	\$14,500	\$1,000	\$0.00	\$0.00
T-2630-09-I 40	0.68 acre, more or less, being a portion of Lot 201, La Blanca Agricultural Company's Subdivision "B"	L0450-00-201-0000-05	\$14,230	\$5,500	\$880.32	\$146.72
T-2787-09-B 41	Lot 13, Rankin	R1200-00-000-0013-00	\$13,710	\$4,900	\$557.29	\$72.69
T-2790-09-C 42	Tract 1: 0.389 acres, being Tract 7, Lot 3, Section 277, Texas –Mexican Railway	T2100-00-277-0003-14	\$22,330	\$4,600	\$495.72	\$110.16
T-2790-09-C 43	Tract 2: 0.389 acres, being Tract 8, Lot 3, Section 277, Texas –Mexican Railway Co.	T2100-00-277-0003-15	\$17,940	\$5,000	\$599.26	\$63.08
T-376-10-I 44	0.2725 acres situated in the North 5.26 acres of the West 18 acres of the North 27 acres of Lot 10, Section 249. Tex-Mex Railway Co.	T2100-00-249-0010-02	\$11,250	\$4,000	\$320.00	\$48.00
T-418-10-C 45	0.762 acres, more or less, out of the South 263.50 feet of the East 200 ft of Lot 1, Section 269, Tex-Mex Survey	T2100-00-269-0001-17	\$69,800	\$18,000	\$2,720.16	\$453.36
T-525-10-E 46	Lot 14, Block 114, Miratren Subd.	M4800-00-114-0014-00	\$62,000	\$19,200	\$2,891.87	\$340.22
T-931-10-C 47	Lots 5 & 6, Block 112, Edinburg Original Townsite	E3300-00-112-0005-00	\$59,880	\$36,000	\$10,275.26	\$1,325.84
T-1020-10-D 48	Lot 1, Block 374, Edinburg Original Townsite	E3300-00-374-0001-00	\$14,810	\$8,500	\$1,311.76	\$138.08
T-1196-10-I 49	Lots 3 & 4, Block 3, Buena Vista	B5050-00-003-0003-00	\$19,940	\$9,200	\$1,186.74	\$131.86
T-1341-10-J 50	Lots 2, 3 & 6, Block 6. South San Carlos	S4600-00-006-0002-00	\$25,720	\$9,700	\$2,411.70	\$241.17
T-1498-10-J 51	Lot 3, Block 325, Edinburg Original Townsite	E3300-00-325-0003-00	\$18,680	\$20,200	\$3,576.40	\$357.64
T-1625-10-D 52	Lot 13, Block E, Vela	V3000-00-00E-0013-00	\$16,540	\$6,300	\$788.40	\$78.84
T-1651-10-E 53	Lots 38 & 39, Block 4, Lull Townsite	L6700-00-004-0038-00	\$19,230	\$9,500	\$1,139.84	\$142.48
T-448-11-G 54	All that certain tract of land being a portion of Lot 148, Ramseyer Gardens, Hidalgo County, Texas, described as 1.50 acres, more or less, SAVE & EXCEPT however, that certain 0.284 acre tract, leaving a residue of 1.216 acres, more or less	R0800-02-000-0148-02	\$83,530	\$20,000	\$4,532.84	\$523.02

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	STARTING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST.
T-783-11-E 56	Lot 25, Block 4, Lull Townsite	L6700-00-004-0025-00	\$13,670	\$4,800	\$575.70	\$60.60
T-786-11-H 57	Lots 15 & 16, Block 1, Lull Townsite	L6700-00-001-0015-00	\$16,990	\$5,000	\$413.78	\$48.68
T-1634-11-E 59	Lot 3, Chapin Estate Subdivision	C4047-00-000-0003-00	\$43,430	\$36,000	\$7,032.60	\$351.63
T-2100-11-D 60	0.469 acre, more or less, being the North 310.00 feet out of the South 460.00 feet of the East 1.00 acre of the West 2.00 acres of Lot 6, Block "B", Original Townsite Addition	E3200-00-00B-0006-08	\$46,340	\$8,000	\$1,190.16	\$264.48
T-2159-11-H 61	Lot 2, Block 287, Edinburg Original Townsite	E3300-00-287-0002-00	\$22,610	\$7,000	\$705.90	\$94.12
T-562-97-B 62	Lot 58, Idela Park, Unit #3	I2000-03-000-0058-00	\$59,340	\$14,000	\$2,334.91	\$368.67
T-366-07-F 63	Lot 3, Block 14, Alta Mira Subd.	A3000-00-014-0003-00	\$25,620	\$11,800	\$2,245.20	\$654.85
T-371-07-F 64	Lot 4, Block 20, Alta Mira Subd.	A3000-00-020-0004-00	\$26,570	\$12,000	\$1,892.52	\$360.48
T-1286-08-C 65	Lot 2, Block 1, Retama Terrace	R2250-01-001-0002-00	\$36,070	\$25,000	\$4,690.00	\$469.00
T-249-09-D 66	Lot 9 Block 40, McAllen Addition	M1950-00-040-0009-00	\$15,460	\$38,000	\$7,197.20	\$1,799.30
T-984-09-A 67	Tract 1: North McAllen Lot 6, Block 10 Tract 2: North McAllen Lot 6, Block 10, Improvements Only	N5400-00-010-0006-00 N5400-98-010-0006-00	\$40,930	\$36,000	\$8,331.75	\$666.54
T-1349-10-A 68	Lot 24, Block 9, Colonia Hermosa #2	C7150-02-009-0024-00	\$16,140	\$9,300	\$1,647.49	\$143.26
T-440-96-F 69	W 1/2 of Lot 3, Dillard	D4800-00-000-0003-00	\$31,460	\$6,400	\$1,169.86	NA
T-510-96-A 70	Lot 13, St. Ann Park	S5550-00-000-0013-00	\$24,290	\$6,800	\$1,004.22	NA
T-843-97-C 71	A parcel of land of the Northwest corner of Lot 16-3, West Additon to Sharyland	W0100-00-016-0003-18	\$8,210	\$4,100	\$541.28	NA
T-829-02-A 72	The North 425 ft. of Lot 20, Melba Carter Subd.	M3300-00-000-0020-10	\$11,280	\$5,000	\$710.60	NA
T-387-04-I 73	Lot 1, Block 183, Mission Original Townsite	M5200-00-183-0001-00	\$11,960	\$6,500	\$1,188.81	NA
T-623-04-B 74	Lot 1, Block 3, Oakwood Estates Subd.	O0900-00-003-0001-00	\$14,440	\$5,200	\$476.90	\$50.20
T-223-05-G 75	All of Lot 4 of an unrecorded plat of Stewart Place Subd. of Lot 43-12 of West Add. To Shary	S6200-00-000-0004-00	\$17,340	\$9,600	\$1,967.16	\$151.32
T-888-05-F 76	Lot 223, Palm Lake Estates Subd., Unit 2	P1000-02-000-0223-00	\$15,530	\$5,000	\$902.46	NA

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	STARTING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST.
T-780-06-F 77	Tract 1: Lot 10, Block 157, Mission Original Townsite	M5200-00-157-0010-00	\$28,030	\$28,030	\$5,405.02	\$493.39
T-780-06-F 78	Tract 5: Lots 1, 2 & 3, Block 157, Mission Original Townsite	M5200-00-157-0001-00	\$98,610	\$20,000	\$3,772.60	\$377.26
T-1539-07-G 79	The South 26 feet of the 52 feet of the North 156 feet, of the East 210 feet of the South 5 Acres of the East 10 Acres of Lot 40-10, West Addition to Sharyland, out of Porciones 53 through 57	W0100-00-040-0010-44	\$23,080	\$7,400	\$1,340.02	\$121.82
T-042-04-F 82	Lot 9, Block 2, R. C. Babb Mobile Home Subd.	R0100-00-002-0009-00	\$21,870	\$7,300	\$1,544.70	NA
T-805-05-D 83	Lot 7, Block 3, Citrus Terrace #2	C5350-02-003-0007-00	\$46,630	\$21,000	\$3,997.56	NA
T-1020-05-C 84	Lot 7, Block 4, Pueblo del Sol Subd.	P9285-00-004-0007-00	\$56,100	\$19,500	\$4,991.00	NA
T-791-06-H 86	Lots 37 and 38, La Mesa Subd.	L1365-00-000-0037-00 L1365-00-000-0038-00	\$20,700	\$7,000	\$993.83	\$129.63
T-1132-06-G 87	Tract 1: 1.00 acre, more or less, being a portion of Farm Tract 1034, Adams Tract Subdivision	A0800-00-000-1034-12	\$28,180	\$1,000	\$0.00	\$0.00
T-1132-06-G 88	Tract 2: 1.00 acre, more or less, being a portion of Farm Tract 1034, Adams Tract Subdivision	A0800-00-000-1034-00	\$29,640	\$2,100	\$35.64	\$3.96
T-169-07-B 89	Lot 6, Block 9, Northside	N7700-00-009-0006-00	\$11,220	\$4,000	\$468.18	NA
T-620-07-C 90	Lot 1, Block 2, Expressway Heights	E8500-00-002-0001-00	\$25,320	\$7,600	\$1,103.00	\$110.30
T-940-07-H 91	Lot 23, Block 5, Tierra Santa Golf Club & Community Add., Phase 2	T5438-02-005-0023-00	\$51,120	\$13,100	\$2,458.80	\$245.88
T-1586-07-A 92	The East one-half of Lots 8 and 9, Block "C", Original Townsite Addition	W2300-00-00C-0008-00	\$22,730	\$6,000	\$789.20	\$118.38
T-598-08-B 93	Lot 16, Block 4, Expressway Heights	E8500-00-004-0016-00	\$16,250	\$12,500	\$2,031.10	\$106.90
T-1603-09-H 94	Lot 16, Block 6, Ramona	R0650-00-006-0016-00	\$43,510	\$10,300	\$1,569.97	\$330.52
T-1959-09-J 95	Lot 12, Block 2, Summerview Unit 2	S6860-02-002-0012-00	\$17,320	\$5,600	\$1,062.10	\$81.70
T-680-10-C 96	Lot 2 Block 1, Bailey	B0150-00-001-0002-00	\$34,020	\$18,000	\$3,142.79	\$330.82
T-705-10-J 97	Lots 8 & 9, Block 1, Staats	S5850-00-001-0008-00	\$15,960	\$6,000	\$628.20	\$104.70
T-706-10-D 98	Lot 5, Block 1, Guadalupe	G9100-00-001-0005-00	\$12,040	\$1,500	\$0.00	\$0.00
T-904-10-I 99	Lots 9 & 10, Block 6, Christensen	C4200-00-006-0009-00	\$16,990	\$8,500	\$2,151.30	\$215.13

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	STARTING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST.
T-179-11-I 100	Lot 31, Chapa #5	C2950-05-000-0031-00	\$19,380	\$10,100	\$2,015.78	\$155.06
T-183-11-B 101	0.7513 acres, more or less, being out of Farm Tract 735, West Tract Subd.	W3800-00-735-0000-30	\$22,180	\$11,000	\$2,425.68	\$269.52
T-642-03-C 103	Lot 23, Block 19, Hidalgo Park Estates	H2650-00-019-0023-00	\$11,440	\$6,500	\$1,184.40	NA
T-639-08-D 104	Lot 21 & 22, Block 23, Hidalgo Park Estates Subdivision	H2650-00-023-0021-00 H2650-00-023-0022-00	\$26,940	\$16,000	\$3,096.00	\$309.60
					\$165,286.52	\$17,434.49

NA-Not Available

AI-40722

10. C.

DRAINAGE DISTRICT

Meeting Date: 09/24/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Dannenbaum Engineering

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/12/2013 01:17 PM
Final Approval	Monica Badillo	09/20/2013 05:40 PM
Form Started By: Monica Badillo		Started On: 09/12/2013 11:34 AM
	Final Approval Date: 09/20/2013	

AI-40725

11. C.

DRAINAGE DISTRICT

Meeting Date: 09/24/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Dannenbaum Engineering

BACKGROUND

Form Review

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Budget & Management	Obdett Calzada	09/12/2013 01:17 PM
Final Approval	Monica Badillo	09/20/2013 05:40 PM
Form Started By: Monica Badillo		Started On: 09/12/2013 11:49 AM
	Final Approval Date: 09/20/2013	