



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
February 11, 2014
9:00 A.M.

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

1. **Roll Call**
2. **Open Forum**
3. **Approval of Consent Agenda**
4. **AI-43019** Requesting approval for Board to rank/select engineer from the District's "Engineering Pool" for Roadway System off site drainage improvement, as it relates to ICA with the RMA, approved December 20, 2013.
5. **AI-43079** Requesting approval to exercise the Districts option to renew RFQ No. 11-005-02-23 "Independent Financial Audit Services" with Burton McCumber & Cortez, LLP for Fiscal/Calendar years 2013 and 2014.
6. **AI-43058**
 - A.) Requesting approval to accept proposal from AAMECC, LLC in the amount of \$3,435.00; to provide Asbestos Consulting Services for HCDD1 owned building former Pct. 4 office through the Districts Membership with The Interlocal Purchasing System Program (TIPS) TX-998-277.
 - B.) Requesting approval to advertise for the following:
 - 1.) RFB No.: HCDD1-14-005-03-12 "Hauling Services Stone Rip Rap"
 - 2.) RFQ No.: HCDD1-14-006-03-13-A "Real Estate Appraisal Services-Pool"
 - 3.) RFQ No.: HCDD1-14-007-03-13-B "Professional Survey Services-Pool"
 - C.) Requesting approval of "Pool" of pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by the Hidalgo County Drainage District No.1 for projects requiring said services as set forth in the requirements stated in RFQ No. HCDD1-14-002-01-29 "PROFESSIONAL ENGINEERING SERVICES-POOL"
 - D.) Requesting approval to exercise the District's option to renew Agreement No.: HCDD1-13-008-02-05 "Reinforced Concrete Pipe / Box Culverts; for one (1) year under the same rates, terms and conditions.

2013 BOND SERIES

E.) Request approval of Supplemental Agreement No. 1 from Tedsi Infrastructure Group, Inc. to Work Authorization No. 13 under the J-09 Agreement for Professional Engineering Services in the amount of \$348,408.00; to provide revisions to Pct.4- Phase I and Phase II J-09 Project.

F.) Request approval of Supplemental Agreement No. 2 from R. Gutierrez Engineering Corp. to Work Authorization No.1 under the Alamo Expressway Drain/Crossing Agreement for Professional Engineering Services in the amount of \$8,767.00; to provide Geo-Tech services for Pct. 2- Rancho Blanco Road and El Gato Road.

G.) Presentation of scoring grid (for the purpose of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District’s approved “Pool” of Professional Engineers in connection with Professional Engineering Services required for “Pct.4 Rural Drainage Development-FM 2812 / FM 493 Area Drainage Improvements”.

FIRM NAME:	SCORE:	RANK:
DOS LOGISTICS, INC	98	
M. GARCIA ENGINEERING, LLC	95	
NAISMITH ENGINEERING, INC	94	

H.) Requesting approval for the Hidalgo County Drainage District No.1 to negotiate Agreement for Professional Engineering Services with the number one ranked firm of _____; for the provision of Engineering Services for “Pct.4 Rural Drainage Development-FM 2812 / FM 493 Area Drainage Improvements”

I.) Presentation of scoring grid (for the purpose of ranking by the HCDD1 Board of Directors) of the firms graded and evaluated through the District’s approved “Pool” of Professional Engineers in connection with Professional Engineering Services required for “Pct.4-Rural Drainage Development-Kenyon / Mile 17 ½ Area Drainage Improvements”.

FIRM NAME:	SCORE:	RANK:
LEMC, LLC	98	
BUILDING TRANSPORTATION INFRASTRUCTURE, INC	95	
URBAN INFRASTRUCTURE GROUP, INC	92	

J.) Requesting approval for the Hidalgo County Drainage District No.1 to negotiate Agreement for Professional Engineering Services with the number one ranked firm of _____; for the provision of Engineering Services for “Pct.4-Rural Drainage Development-Kenyon / Mile 17 ½ Area Drainage Improvements”.

K.) Requesting approval of Work Authorization No. 1 from DOS Logistics, Inc. in the amount of \$92,575.22 as it relates to Engineering Services for “Pct.4-Rural

Drainage Development Hoehn Road". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014

L.) Requesting approval of Work Authorization No. 2 from DOS Logistics, Inc. in the amount of \$30,858.41 as it relates to Survey Services for "Pct.4-Rural Drainage Development Hoehn Road". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

M.) Requesting approval of Work Authorization No. 3 from DOS Logistics, Inc. in the amount of \$2,640.00 as it relates to Geo-Tech Services for "Pct.4-Rural Drainage Development Hoehn Road". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

N.) Requesting approval of Work Authorization No. 4 from DOS Logistics, Inc. in the amount of \$29,384.72 as it relates to Engineering Services for "Pct.4-Rural Drainage Development Bandera Area". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

O.) Requesting approval of Work Authorization No. 5 from DOS Logistics, Inc. in the amount of \$9,794.71 as it relates to Survey Services for "Pct.4-Rural Drainage Development Bandera Area". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

P.) Requesting approval of Work Authorization No. 6 from DOS Logistics, Inc. in the amount of \$2,640.00 as it relates to Geo-Tech Services for "Pct.4-Rural Drainage Development Bandera Area". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

7. AI-43077 2013 BOND SERIES

A.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all specified requirements for RFB No. HCDD1-14-003-02-05 "Pct.4-West Main Drain Existing Weir Modification and Existing Concrete Culvert Slide Gate Control Structure Improvements"; Foremost Paving \$146,100.00.

B.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all specified requirements for RFB No. HCDD1-14-004-02-05 "Pct.4-Edinburg Drain Stub - Out to South Main Control Structure"; Texas Cordia Construction \$193,085.00.

8. AI-43101 Discussion, consideration and action on creation of District Director

9. 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-43080** Claim of Dannenbaum Engineering

10. Open Session:

A. **Real Estate Acquisition**

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

C. **AI-43081** Claim of Dannenbaum Engineering

11. Closed Session:

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

12. Open Session:

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

13. Adjourn

AI-43019

4.

DRAINAGE DISTRICT

Meeting Date: 02/11/2014

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval for Board to rank/select engineer from the District's "Engineering Pool" for Roadway System off site drainage improvement, as it relates to ICA with the RMA, approved December 20, 2013.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/05/2014 11:50 AM
Final Approval	Monica Badillo	02/07/2014 04:28 PM
Form Started By: Sylvia Sanchez		Started On: 02/05/2014 09:55 AM
	Final Approval Date: 02/07/2014	

AI-43079

5.

DRAINAGE DISTRICT

Meeting Date: 02/11/2014

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to exercise the Districts option to renew RFQ No. 11-005-02-23 "Independent Financial Audit Services" with Burton McCumber & Cortez, LLP for Fiscal/Calendar years 2013 and 2014.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 04:59 PM
Final Approval	Monica Badillo	02/07/2014 04:28 PM
Form Started By: Jaime Salazar		Started On: 02/06/2014 04:03 PM
	Final Approval Date: 02/07/2014	

DRAINAGE DISTRICT

Meeting Date: 02/11/2014

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to accept proposal from AAMECC, LLC in the amount of \$3,435.00; to provide Asbestos Consulting Services for HCDD1 owned building former Pct. 4 office through the Districts Membership with The Interlocal Purchasing System Program (TIPS) TX-998-277.

B.) Requesting approval to advertise for the following:

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BACKGROUND

ASBESTOS PROPOSAL

20104 ENGINEERING POOL

SA 1 TO WORK AUTH 13 TEDSI J-09

SA 2 TO WORK AUTH 1 R. GUTIERREZ

WA 1 DOS LOGISTICS

WA 2 DOS LOGISTICS

WA 3 DOS LOGISTICS

WA 4 DOS LOGISTICS

WA 5 DOS LOGISTICS

WA 6 DOS LOGISTICS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 03:23 PM
Final Approval	Monica Badillo	02/07/2014 04:28 PM
Form Started By: Jaime Salazar		Started On: 02/06/2014 10:43 AM
	Final Approval Date: 02/07/2014	

AAMECC LLC

1327 E. Washington Ave. #242, Harlingen, TX 78550

December 19, 2013

Mr. Jaime Salazar
Hidalgo Count Drainage District 1
902 N. Doolittle
Edinburg, TX 78542
(956) 292-7080 (M)
jaime.salazar@hcdd1.org

Re: Asbestos Consulting
Former HCDD 1, Storage Units
1102 N. Doolittle
Edinburg, TX 78542
AAMECC Proposal No. 13-203 (Revision 2)

Dear Mr. Salazar:

AAMECC LLC is pleased to submit the following proposal to provide asbestos consulting services for the above referenced facility under the TIPS Contract No: 1042513. AAMECC is a Texas Department of State Health Services (DSHS) licensed asbestos consulting agency no. 10-0495.

SCOPE OF WORK

AAMECC's project approach consists of three (3) tasks: **first**, prepare specifications for the abatement project, which includes approximately 657 square feet of asbestos containing 12"x12" floor tile and approximately 2,896 square feet of asbestos containing joint compound, **second**, provide project monitoring services; and **third**, provide air monitoring services for the abatement project.

Task 1.0 Specifications

AAMECC shall inspect the project as necessary in order to determine the abatement project scope. On the basis of the inspection, AAMECC shall develop the bid specifications for the abatement project documents. The specifications shall itemize areas to be abated for long term liability control and will be prepared by a DSHS licensed asbestos consultant.

Task 2.0 Project Air Monitoring

AAMECC will carry out the necessary area and clearance air sampling to establish a baseline in support of the environmental compliance requirements of the project using Phase Contrast Microscopy (PCM).

Task 3.0 Air Monitoring

AAMECC will carry out the necessary area air sampling to establish a baseline in support of the

environmental compliance requirements of the project using Phase Contrast Microscopy (PCM). Additionally, daily air monitoring will be conducted during the project along with final clearance sampling and analysis under PCM methods.

PROPOSED BUDGET

AAMECC proposes to carry out the above services for a lump sum amount of **\$3,435**.

Task 1.0 Specifications	
Consultant to Prepare Specs (6 hrs @ \$80/hr)	\$480
Prepare and Submit DSHS Notification (1 hr @ \$80)	80
Task 2.0 Project Monitoring	
Consultant (5 hrs @ \$80/hr)	400
Task 3.0 Air Monitoring	
Technician (40 hrs @ \$50/hr)	2,000
Light Truck (5 days @ \$65 per day)	325
Fuel (5 days @ \$20 per day)	100
Sample Cassettes (25 @ \$2 each)	50
TOTAL COST	\$3,435

The abatement of the asbestos containing material (ACM) is anticipated to take five (5) working days. **DSHS will invoice the Client directly for the notification fee.** Payment is due upon completion.

SCHEDULE

AAMECC is prepared to initiate this project immediately.

Should this proposal meet with your approval, please sign below and return or issue a purchase order.

Sincerely,
AAMECC LLC



David A. Hanawa
Consultant

Authorized to proceed by:

Signature

Date

**Print
Close**

AAMECC LLC

Vendor: AAMECC LLC

Serving States:

AK	AL	AR	AZ	CA	CO	CT	DC	DE	FL	GA	HI	IA	ID	
IL	IN	KS	KY	LA	MA	MD	ME	MI	MN	MO	MS	MT	NC	
ND	NE	NH	NJ	NM	NV	NY	OH	OK	OR	PA	RI	SC	SD	
TN	TX	UT	VA	VT	WI	WY								

Contract Information: Contract Type: Regular Contract Number: 1042513

Contract Expiration Date: 04/25/2014 Commodity: Professional Services

Service/Product Description:

AAMECC is a multi-disciplinary company specializing in environmental consulting company including asbestos, mold, hazardous materials, chemical labpacks, nuisance odors, radiological and regulatory compliance for AHERA, Texas Commission on Environmental Quality, DSHS, DOT, and EPA

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

Vendor Contact(s):

Primary Contact	Contact
Name: Gerardo Arellano	Name: David Hanawa
Position: Managing Partner	Position: Consultant
Phone: (956) 535-3876	Phone: (956) 535-9110
Fax : (956) 440-7704	Fax : (956) 440-7704
Mobile :	Mobile :
E-Mail: jerry@aamecc.com	E-Mail : david@aamecc.com

Purchase Order Requirements:

FAX or MAIL ALL Purchase Orders to:

Address: 4845 Highway 271 North
City: Pittsburg
State: TX
Zip: 75686
FAX: (866)-839-8472 /(866)-929-4402

	Email: tipspo@reg8.net
Federal ID Number:	
Payment to:	Address: 1327 E Washington Ave #242 City : Harlingen State: TX ZIP : 78550
TIPS/TAPS Contact:	Name : Kim Thompson Phone : (866)-839-8477 Fax : (866)-839-8472 E-mail : tips@reg8.net Mobile : (903)-243-4789
MWBE/HUB Status:	Yes

Hidalgo County Drainage District No.1

RFQ-Engineering Referral Pool

Godfrey Garza, Jr., District Manager

Description of RFQ:	Professional Engineering Services	RFQ No.:	14-002-01-29
RFQ Acceptance Date:	February 6, 2014	RFQ Acceptance Time:	9:30 a.m.
Pre-qualified pool roster effective period:			

Company Name	Areas of specialization								
	Civil	Structural	Geo-Tech	MEP	Mechanical	Enviromental	Electrical	Hwy	Other
Name: Entech Civil Engineers, Inc.									
Address: 16360 Park Ten Place, Ste. 230									
City: Houston	State: TX	Zip Code: 77084		<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Phone No.: +1 (281) 945-0081	Fax No.:	+1 (281) 945-0081							
Contact: Ovidio N. (Nick) Alanis, Chairman									
Name: Guzman & Munoz									
Address: 2020 E. Expressway 83, Suite 5									
City: Mercedes	State: TX	Zip Code: 78570		<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Phone No.: +1 (956) 565-4637	Fax No.:	+1 (956) 565-4636							
Contact: Jose L. Munoz, President									
Name: TEDSI Infrastructure Group									
Address: 1201 E. Expressway 83									
City: Mission	State: TX	Zip Code: 78572		<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Phone No.: +1 (956) 424-7898	Fax No.:	+1 (956) 424-7022							
Contact: Jesse Salinas, Principal									
Name: R. Gutierrez Engineering Corporation									
Address: 130 E. Park Avenue									
City: Pharr	State: TX	Zip Code: 78577		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Phone No.: +1 (956) 782-2557	Fax No.:	+1 (956) 782-2558							
Contact: Ramiro Gutierrez, President									
Name: Melden & Hunt, Inc.									
Address: 115 West McIntyre St.									
City: Edinburg	State: TX	Zip Code: 78541		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Phone No.: +1 (956) 381-0981	Fax No.:	+1 (956) 381-1839							
Contact: Fred Kurth, President									

Hidalgo County Drainage District No.1

RFQ-Engineering Referral Pool

Godfrey Garza, Jr., District Manager

Description of RFQ:	Professional Engineering Services	RFQ No.:	14-002-01-29
RFQ Acceptance Date:	February 6, 2014	RFQ Acceptance Time:	9:30 a.m.
Pre-qualified pool roster effective period:			

Company Name	Areas of specialization								
	Civil	Structural	Geo-Tech	MEP	Mechanical	Enviromental	Electrical	Hwy	Other
Name <input type="text" value="LNV"/> Address <input type="text" value="801 W. Nolana Avenue, Suite 202"/> City <input type="text" value="McAllen"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78504"/> Phone No. <input type="text" value="+1 (956) 627-3979"/> Fax No. <input type="text" value="+1 (361) 883-1986"/> Contact: <input type="text" value="Robert M. Viera, Vice President/Principal"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Name <input type="text" value="South Texas Infrastructure Group, LLC"/> Address <input type="text" value="900 S. Stewart Rd., Ste. #11"/> City <input type="text" value="Mission"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78572"/> Phone No. <input type="text" value="+1 (956) 451-2670"/> Fax No. <input type="text" value="+1 (956) 585-1927"/> Contact: <input type="text" value="Julio Cerda, President"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Name <input type="text" value="Dos Logistics, Inc."/> Address <input type="text" value="1002 E. Expwy. 83"/> City <input type="text" value="Weslaco"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78596"/> Phone No. <input type="text" value="+1 (956) 968-8800"/> Fax No. <input type="text" value="+1 (956) 447-8194"/> Contact: <input type="text" value="Eric C. Ybarra, President/CEO"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Name <input type="text" value="MEG Engineers"/> Address <input type="text" value="704 Dawson Drive"/> City <input type="text" value="Edinburg"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78540"/> Phone No. <input type="text" value="+1 (956) 383-8522"/> Fax No. <input type="text" value="+1 (956) 383-0295"/> Contact: <input type="text" value="Raul Palma, President"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Name <input type="text" value="Cortran Engineering, PLLC"/> Address <input type="text" value="3149A Center Point Dr."/> City <input type="text" value="Edinburg"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78539"/> Phone No. <input type="text" value="+1 (956) 971-0289"/> Fax No. <input type="text" value="+1 (956) 386-0289"/> Contact: <input type="text" value="Yara M. Corbitt, President/Project Manager"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

Hidalgo County Drainage District No.1

RFQ-Engineering Referral Pool

Godfrey Garza, Jr., District Manager

Description of RFQ:	Professional Engineering Services	RFQ No.:	14-002-01-29
RFQ Acceptance Date:	February 6, 2014	RFQ Acceptance Time:	9:30 a.m.
Pre-qualified pool roster effective period:			

Company Name	Areas of specialization									
	Civil	Structural	Geo-Tech	MEP	Mechanical	Enviromental	Electrical	Hwy	Other	
Name <input type="text" value="Cruz-Hogan Consultants, Inc."/> Address <input type="text" value="605E. Violet, Suite 5"/> City <input type="text" value="McAllen"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78504"/> Phone No. <input type="text" value="+1 (956) 682-5022"/> Fax No. <input type="text" value="+1 (956) 682-5089"/> Contact: <input type="text" value="Ronnie Cruz, Vice President"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	
Name <input type="text" value="L&G Engineering"/> Address <input type="text" value="2100 W. Expressway 83"/> City <input type="text" value="Mercedes"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78570"/> Phone No. <input type="text" value="+1 (956) 565-9813"/> Fax No. <input type="text" value="+1 (956) 565-9018"/> Contact: <input type="text" value="Jacinto Garza, CEO-President"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	
Name <input type="text" value="SAM Engineering and Surveying, Inc."/> Address <input type="text" value="200 South Cage Blvd."/> City <input type="text" value="Pharr"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78577"/> Phone No. <input type="text" value="+1 (956) 702-8880"/> Fax No. <input type="text" value="+1 (956) 708-8883"/> Contact: <input type="text" value="Samuel Maldonado, Principal"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Name <input type="text" value="Urban Infrastructure Group, Inc."/> Address <input type="text" value="407 N. Salinas Blvd."/> City <input type="text" value="Donna"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78537"/> Phone No. <input type="text" value="+1 (956) 464-4710"/> Fax No. <input type="text" value="+1 (956) 464-4714"/> Contact: <input type="text" value="Craig A. Gonzalez, Principal"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	
Name <input type="text" value="Dannenbaum Engineering Company-McAllen, LLC"/> Address <input type="text" value="1109 Nolana Loop, Suite 208"/> City <input type="text" value="McAllen"/> State <input type="text" value="TX"/> Zip Code <input type="text" value="78504"/> Phone No. <input type="text" value="+1 (956) 682-3677"/> Fax No. <input type="text" value=""/> Contact: <input type="text" value="Louis H. Jones, Jr., President"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	

EXHIBIT "F"

**SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 13**

THIS **SUPPLEMENTAL AGREEMENT No. 1** is made pursuant to the terms and conditions of **Work Authorization No. 13** made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and TEDSI Infrastructure Group, Inc. hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed Work Authorization No. 13 on the 30th day of April, 2013 to provide revisions to Phase II - J-09 For the Hydrologic & Hydraulics analysis, PS&E, Parcel surveys and M&B descriptions, Right Of Way Negotiations & Acquisitions and Construction Phase Services (hereinafter referred to as the "**Project**"); and

WHEREAS, it has become necessary to amend Work Authorization No. 13 to add the following services for Phase I and Phase II services for the J-09 Project: Phase I Services - Construction Phase Services 1) Construction Management & Inspection; & 2) Construction Materials Testing And Phase II Services - 1) Control Pts & Benchmarks; 2) Multiple PS&E Bid Packages; 3) Additional Design Field Surveying; & 4) Construction Material Testing

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Work Authorization No. 13 is amended as follows:

- I. To Add Scope of Service & Fee for the J-09 Project under Phases I & II Indicated Above to Exhibit "D"
-

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement No. 1 to Work Authorization No. 13 for Professional Services to be executed as of the ___ day of January, 2014.

ENGINEER:
TEDSI Infrastructure Group, Inc.

OWNER:
Hidalgo County Drainage District No. 1

BY: _____
Jesse Salinas, President / CEO

BY: _____
Ramon Garcia, Chairman

Approved As to Form:
Atlas, Hall & Rodriguez, LLP

BY: _____

ATTACHMENTS:

EXHIBIT B -Scope of Services to be provided by the **Engineer**

EXHIBIT D -Lump sum Fee Proposal

EXHIBIT "B"
Services to be Provided by the Engineer

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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) Final Design

- (1) Management / Coordination of Engineering Activities *Basic*
- (2) Implementation of QC/QA Program *Basic*

(B) Construction Management

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

Engineering:

II. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Final Design:

- (1) Design Field Surveying *Special*
- (2) Plans, Specifications & Estimates (PS&E) *Basic*

(B) Construction:

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

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

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 "B1"** attached to this Agreement. The services will include the following:

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

(1) **Management/Coordination of Engineering Activities.** The **Engineer** shall *manage* and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**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), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the *engineering* activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound *engineering* principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(B) Construction Management. The **Engineer** shall provide construction *management* services for each authorized construction contract of the **Project**. The **Engineer** shall also assist the **Owner** in

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Master Drainage System Phase II – Lateral Drain Outfall System"

EXHIBIT "B"

I. *EM* (continued)

the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific *management* work activities to be provided by the **Engineer** will include:

- (1) **“Construction Management Policy & Procedures Manual”**. The **Owner** shall will provide a manual that outlines the policy and procedures for the *management* and administration of construction of the **Project**. The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.
- (2) **Construction Bidding Documents**. The **Engineer** shall perform the following in preparation of the construction bidding documents:
 - (a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer’s** estimate, notices to bidders, and proposals for each authorized construction contract.
 - (b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project**.
 - (c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project**, and recommend to the **Owner** as to the proper action on all bid proposals received.
 - (d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.
- (3) **Owner's Representative**. In general, the **Engineer** shall provide the *management* activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.
- (4) **Defects and Deficiencies**. In providing the *management and administration* of the authorized construction contract, the **Engineer** shall use the **Engineer's** best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **“Contractor”**. The **Engineer** does not guarantee the performance of the **Contractor**; however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.
- (5) **Progress Reports**. The **Engineer** will obtain the daily and weekly reports provided from the *engineering* activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

I. *EM* (continued)

- (6) **Contractor Payment.** The **Engineer** shall obtain the measurements and calculated quantities prepared under the *engineering* activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The Engineer is not responsible for actual payments to the Contractor.*
- (7) **Project Site Management.** The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:
- Project Manager.* The **Engineer** will provide visits by the *Project Manager* or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the *Resident Engineering Representative*, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.
- (8) **Implement QC/QA Program.** The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the *engineering* services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound *engineering* principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.
- (9) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.
- (10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the Engineer for Items II and III primarily involve the engineering work tasks for the Project.*

II. Preliminary Engineering, Final Design & Construction (continued)

II. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

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

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

(1) **Design Field Surveying (Special Services)**

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

(2) **Plans, Specifications & Estimates (PS&E)**

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

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

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

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

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

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Master Drainage System Phase II – Lateral Drain Outfall System"

EXHIBIT "B"

II. Preliminary Engineering, Final Design & Construction (continued)

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

(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) **Construction Bidding**

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

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

(2) **Project Site Representation**

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

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

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

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

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

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

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Master Drainage System Phase II – Lateral Drain Outfall System"

EXHIBIT "B"

II. Preliminary Engineering, Final Design & Construction (continued)

on-the-site representation.

(3) Miscellaneous Technical Activities

- (a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.
- (b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.
- (c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:
 - (i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - (ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.
- (d) **Change Orders.** When applicable, the **Engineer** will prepare the *engineering* data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) Final Acceptance

- (a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the *engineering* support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the *Project Engineer* or *Resident Engineer*, as directed by the **Owner**.
- (b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "D"

Fee Proposal - Lump Sum

Supplemental Agreement No. 1

To

Work Authorization No. 13

J-09-00 (7.5 Miles)

Phase I - Actual Construction Cost (BID HCDD1-13-023-09-25C)	\$404,800.00
Phase II - Estimated Construction Cost	\$14,000,000.00

Basic Services:	
<u>J-09 Phase II</u>	
<i>Multiple PS&E Bid Packages (Approx 4 sets)</i>	\$42,000.00
Total Basic Services	\$42,000.00

Additional Special Services						
<u>J-09 Phase I</u>						
<i>Construction Material Testing</i>	\$22,264.00					
<i>Construction Management & Inspection</i>	\$12,144.00					
<u>J-09 Phase II</u>						
<i>Construction Points & Benchmarks</i>	<table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">16</td> <td style="padding: 0 5px;">Total at</td> <td style="text-align: center; border-bottom: 1px solid black;">\$2,500.00</td> <td style="padding: 0 5px;">Each</td> <td style="text-align: right; padding: 0 10px;">\$40,000.00</td> </tr> </table>	16	Total at	\$2,500.00	Each	\$40,000.00
16	Total at	\$2,500.00	Each	\$40,000.00		
<i>Additional Field Surveying</i>	<table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">16000</td> <td style="padding: 0 5px;">LF at</td> <td style="text-align: center; border-bottom: 1px solid black;">\$2.00</td> <td style="padding: 0 5px;">/ LF</td> <td style="text-align: right; padding: 0 10px;">\$32,000.00</td> </tr> </table>	16000	LF at	\$2.00	/ LF	\$32,000.00
16000	LF at	\$2.00	/ LF	\$32,000.00		
<i>Construction Material Testing</i>	\$140,000.00					
<i>Construction Management & Inspection</i>	\$60,000.00					
Total Additional Special Services	\$306,408.00					

Total SA No.1 to WA No. 13 Lump Sum Amount	\$348,408.00
---	---------------------

EXHIBIT "F"
SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "Owner", and R. Gutierrez Engineering Corporation hereinafter call the "Engineer".

WITNESSETH

WHEREAS, the Owner and the Engineer executed Work Authorization No. 1 to Contract No. HCDD1-12-010-04-03 on the 8th day of May 2012, concerning professional engineering services for the preparation of a hydraulic and hydrologic model of the Alamo Expressway Drain (hereinafter referred to as the "Project"); and

WHEREAS the Owner and the Engineer executed Supplemental Agreement No. 1 to Work Authorization No. 1 to Contracto No. HCDD1-12-010-04-03 on June 26, 2012, concerning geotechnical engineering services to obtain subsurface soil information for use in the development of construction plans for the culvert extension/replacement at the intersection of Rancho Blanco Road and El Gato Road; and it has now become necessary to revise the scope of work to include additional services;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 1 as follows:

1. The scope of services is supplemented by adding the following:
The ENGINEER will obtain Construction Materials Observation and Testing Services for the construction of the culvert extension/replacement at the intersection of Rancho Blanco Road and El Gato Road.
2. The cost for services under this Work Authorization is now increased by \$8,767.00.
3. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. ____ to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

ENGINEER:

BY: 
President

OWNER:

BY: _____
Chairman of the Board

ATTACHMENTS:

- EXHIBIT A** - Scope of Services to be provided by the Owner
- EXHIBIT B** - Scope of Services to be provided by the Engineer
- EXHIBIT C** - Work Schedule
- EXHIBIT D** - Engineer's Rates
- EXHIBIT D1** - Fee Breakdown

EXHIBIT "A"

Services to be provided by the Owner

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

The OWNER will provide to the ENGINEER the following:

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

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Exhibit "B" of the Agreement.

(9) Review and approve the Project design criteria.

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

EXHIBIT "B"
Services to be Provided by the Engineer

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

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

Geotechnical and Materials Testing

The Engineer will obtain construction materials observation and testing services to determine the adherence of the contractors work with project materials specifications. This information will be used for construction quality control.

ATTACHMENT "C"

WORK SCHEDULE

	2013												2014		
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR			
Alamo Expwy Drain / Crossing															
Preliminary Project Coordination															
Develop Drainage Model															
Plan, Specs, & Estimate															
Bidding															
Construction Administration															

EXHIBIT "D"
ENGINEER'S CONTRACT RATES

HOURLY RATES:

PRINCIPAL	\$ 294.42
PROJECT MANAGER	\$ 170.10
PROJECT ENGINEER V	\$ 137.41
PROJECT ENGINEER III	\$ 111.23
R.P.L.S	\$ 111.23
G.P.S. SURVEY CREW	\$ 135.00
3 MAN SURVEY CREW	\$ 130.00
2 MAN SURVEY CREW	\$ 110.00
PARTY CHIEF	\$ 90.00
CADD/DESIGNER	\$ 78.52
CLERICAL	\$ 58.90

EXHIBIT "D1"

Fee Breakdown

CONSTRUCTION MATERIALS TESTING SERVICES:	Qty	Unit	Rate	Est. Cost	Total
Earthwork:					
Moisture-Density Relationship (Proctor)	3	Ea	\$214.75	\$644.25	
Atterberg Limits Determination (PI) (ASTM/AASHTO)	3	Ea	\$78.25	\$234.75	
Sieve Analysis (-200)	2	Ea	\$53.00	\$106.00	
Sieve Analysis (Flexible Base Material)	1	Ea	\$53.00	\$53.00	
Technician Time - Sampling	6	Hr	\$46.00	\$276.00	
Field Density Test - Utility Backfill	28	Ea	\$19.75	\$553.00	
Technician Time - Density Testing - Utility Backfill	12	Hr	\$46.00	\$552.00	
Field Density Test - Ditch Backfill	36	Ea	\$19.75	\$711.00	
Technician Time - Density Testing - Ditch Backfill	36	Hr	\$46.00	\$1,656.00	
Vehicle Travel Charge	27	Trip	\$45.00	\$1,215.00	
SUB-TOTAL					\$6,001
Concrete:					
Concrete Compressive Strength Tests	30	Ea	\$14.50	\$435.00	
Technician Time - Concrete Testing	18	Hr	\$46.00	\$828.00	
Air Content of Concrete	6	Ea	\$27.00	\$162.00	
Technician Time - Pick up of Specimens	4	Hr	\$46.00	\$184.00	
Vehicle Travel Charge	8	Trip	\$45.00	\$360.00	
SUB-TOTAL					\$1,969
Other:					
Project Administration (Markup of invoiced Billing Cycle)	0.1		\$7,970.00	\$797.00	
SUB-TOTAL					\$797
Construction Mat'l Testing Services - TOTAL					\$8,767

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. 1

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 DOS LOGISTICS, INC., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide

See attached Exhibit B for a detailed Scope of Services for the Hoehn Rd Drainage Improvements as it relates to the Pct. 4 Rural Development Projects - Hoehn Road / Bandera Area Drainage Improvements

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$92,575.22 ____ . This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

**This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by DOS Logistics, Inc. as to content and detail of this Work Authorization No. 1.

BY: _____
Eric C. Ybarra, CEO/President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and DOS Logistics, Inc. as indicated below and effective as of ____ day of _____ 2014.

THE ENGINEER:

THE OWNER:

Eric C. Ybarra, CEO/President
DOS Logistics, INC

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

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

EXHIBIT "A"

Services to be provided by the Owner

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

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

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

Public Meetings

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

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

Hoehn Road Drainage Improvements

INDEX

CLASSIFICATION OF SERVICES (*Basic* or *Special*)
EXPANDED DESCRIPTION OF SERVICES:

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development

- (1) Project Development Schedule
- (2) Quality Control/Quality Assurance Program
- (3) Subcontract Administration
- (4) Management/Coordination of Engr. Activities

(C) Final Design

- (1) "*Design Policy & Procedures Manual*"
- (2) Design Concept Conference
- (3) Management/Coordination of Engr. Activities

(B) Preliminary Engineering

- (1) Preliminary Concept Conference
- (2) Managerial/Coordination of Engr. Activities
- (3) Preparation of "*Preliminary Engineering Report*"
- (4) Coordination with all Reviewing Agencies

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(A) Preliminary Engineering

- (1) Preliminary Field Surveying
- (2) Data Collection
- (3) Hydrologic Analysis
- (4) Hydraulic Analysis
- (5) Alternate Solutions & Recommendations

III. PRELIMINARY ENGINEERING & DESIGN

(A) Final Design

- (1) Permitting
- (2) Drainage Design
- (3) Plans, Specifications, and Estimates (PS&E)

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

Management:

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development

- | | |
|---|--------------|
| (1) Project Development Schedule | <i>Basic</i> |
| (2) Quality Control / Quality Assurance Program | <i>Basic</i> |
| (3) Subcontract Administration | <i>Basic</i> |
| (4) Management / Coordination of Engineering Activities | <i>Basic</i> |

(B) Preliminary Engineering

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

(C) Final Design

- | | |
|---|--------------|
| (1) " <i>Design Policy & Procedures Manual</i> " | <i>Basic</i> |
| (2) Design Concept Conference | <i>Basic</i> |
| (3) Management / Coordination of Engineering Activities | <i>Basic</i> |

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(A) Preliminary Engineering

- | | |
|---|-------------------|
| (1) Preliminary Field Surveying | Provided by Owner |
| (2) Data Collection | Basic |
| (3) Hydrologic Analysis | Basic |
| (4) Hydraulic Analysis | Basic |
| (5) Alternate Solutions & Recommendations | Basic |

Engineering:

III. PRELIMINARY ENGINEERING, & FINAL DESIGN

(A) Final Design

- | | |
|---|-------|
| (1) Permitting | Basic |
| (2) Drainage Design | Basic |
| (3) Plans, Specifications, and Estimates (PS&E) | Basic |

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

I. ENGINEERING MANAGEMENT (EM)

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

For these services, the Engineer shall manage the Project Team, consisting of various sub-providers, in the development of the Project as defined and more particularly described in EXHIBIT "131" attached to this Agreement. The services will include the following:

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

- (1) Project Development Schedule. The Engineer will prepare a Project Development Schedule. This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the Engineer, throughout Project development. It will be provided, as well as any updates, to the Owner and each Project Team member as a part of the Work Plan identified in (I). The schedule will identify all major milestones and Project deliverables. The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established schedule.
- (2) 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.
- (3) 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.
- (4) 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).

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

- (1) Preliminary Concept Conference. The Engineer will coordinate and conduct a preliminary concept conference (FCC) with the Owner, and, any other, stakeholders approved by and Owner. At the FCC,

the Engineer will outline the issues and aspects involved in the development of the "**Preliminary Engineering Report**", identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

- (2) Management/Coordination of Engineering Activities. The Engineer shall *manage* and coordinate the Project Team in the preparation of specific *engineering* work activities, tasks, special services for the final development of the "**Preliminary Engineering Report**", including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the *engineering* activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).
 - (3) 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.
 - (4) Coordination with various agencies. The development of the "**Preliminary Engineering Report**" may require documentation and/or coordination with various agencies. The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.
- (C) **Final Design.** After the Owner has approved the Engineer's final recommendations as shown in the "**Preliminary Engineering Report**" and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the Owner is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific *management* work activities to be provided by the **Engineer** will include:
- (1) "**Design Policy & Procedures Manual**". The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the Engineer to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the "**Design Policy & Procedures Manual**" provided by the **Owner** will include, but not be limited to, the following:
 - (a) Project Description and Final Recommendations of the "**Preliminary Engineering Report**"
 - (b) Environmental
 - (c) Correlation and Agreement with Other Agencies
 - (d) Application of Design Standards (City, County, State, AASHTO)
 - (e) Requirements for Preliminary Submittals
 - (f) Basic Design Criteria
 - (g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
 - (h) Formats for Supporting Documents
 - (i) CADD Standards Specifications

(2) **Management/Coordination of Engineering Activities.** The **Engineer** shall *manage* and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under 11—Preliminary Engineering, Design and Construction (**Final Design**)).

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all *engineering* activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/recon/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. Project/Program Schedule. See Exhibit “C”.
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Hidalgo County Drainage District No.1 or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved Hidalgo County Projects.
2. Perform interviews with Precinct No.4 staff to identify “present day” complaints, roadway and drainage histories and preliminary design information for the approved projects.
3. Obtain Hydrologic data for Drainage System Design.
4. Develop drainage system designs, including cost data, pavement repair, and collection of runoff drainage.
5. Identify preliminary alignments; develop Utility and Drainage Profiles.
6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal guidelines.
7. Verify FEMA FIRM zones and requirements.
8. Develop basic schematic layout of improvement to determine right of way requirements.

III. PRELIMINARY ENGINEERING & DESIGN

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

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation/AutoCAD System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use Standard Specifications for Construction and Maintenance. Other specifications may be developed by the Engineer, but must incorporate, reference to standard requirements of design & testing procedures by Hidalgo County Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Drainage Design

The Engineer will prepare the drainage system design for the Project or portions of the Project as authorized by the Owner. The drainage system design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Drainage design will include:

- 1) Geometric Design –Vertical alignment, intersection geometrics: to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical drainage sections through vertical alignment determination.

- 3) Grading design – existing and design cross sections, cut/fill quantities and culvert analysis.
- 4) Earthwork Quantities – obtained from drainage design.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

PS&E Supporting Documents

1. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, as well as any general notes that may be applicable to each PS&E submission.
2. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
3. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

DOS Logistics

DRAINAGE IMPROVEMENTS FOR HOEHN SUBDIVISION

		Survey Crew	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Tech III	Clerical
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION									
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION									
	A) Coordinate, Execute and Administer Work Authorization			4						
	B) Progress Reports and Invoices			4	4	8				
	C) Meetings (Hidalgo County, Utility Companies)			4	12	10			16	
	TASK 145 SUBTOTAL			12	16	18			16	
TASK 160	Task 160.01 - DESIGN CRITERIA COORDINATION									
	PS&E			4	16	12		24	24	
	Task 160.01 SUBTOTAL			4	16	12		24	24	
	TASK 160.02 - HYDROLOGIC ANALYSIS			4	28	32		24		
	TASK 160.02 SUBTOTAL			4	28	32		24		
	TASK 160.03 - HYDRAULIC ANALYSIS			4	28	32		32		
	TASK 160.03 SUBTOTAL			4	28	32		32		
	TASK 160.04 - PLAN PREPARATION									
	Create Existing Contours				2	4		8		
	Create Drainage Area Map				2	4		16		
	Create Preliminary Design				4	8		12	12	
	Create Proposed Crosssections				4	8		8	12	
	Create Existing and Proposed Typical Sections				4	8		6	12	
	Prepare Utilities and Drainage Sheets				4	8		30	23.88	
	Prepare E&Q Tables				4	8		16	12	
	Prepare Details and Standard Sheets				4	8		16	8	
	QA/QC			6	4	8		8	4	
	Prepare Specification Book			2	4	8				
	TASK 160.04 SUBTOTAL			8	36	72		120	84	
	TOTAL HOURS (DOS Logistics)			32	124	166		200	124	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
	Total Labor Cost	\$ -	\$ -	\$ 6,400.00	\$ 21,328.00	\$ 26,394.00	\$ -	\$ 27,800.00	\$ 10,653.68	\$ -
	Total Engineering (7.5%)	\$ 92,575.68								
	TASK 160.05 - TOPOGRAPHIC SURVEY									
	Find Control Points	30							16	
	Basic Topographic Survey	60							15.70	
	ROW and Easement Recovery	60				8			17.56	
	TASK 160.05 SUBTOTAL	150				8			49	
	TOTAL HOURS (DOS Logistics)	150				8			49.26104	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
	Total Labor Cost	\$25,350				\$1,272			\$4,236	
	Total Surveying (2.5%)	\$30,858.45								
	GEO-TECH (PROVIDED BY TSI)	\$ 2,640.00								
	Total	\$ 126,074.13								

EXHIBIT "F"

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

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of _____ of the Agreement made by and between _____, hereinafter called the "Owner", and _____ hereinafter call the "Engineer".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning **Engineering** _____ (hereinafter referred to as the "**Project**"); and

WHEREAS, Article ____ of the Agreement, (article title), establishes _____; and

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

I. Article ____ of the Agreement, (article title), is revised to

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

OWNER:

ENGINEER:

BY: _____

BY: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer**'s Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** - Supplemental Agreement

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. 2

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide

See attached Exhibit B for a detailed Scope of Services for the Hoehn Rd Drainage Improvements as it relates to the the Pct. 4 Rural Development Projects - Hoehn Rd/Bandera Area Drainage Improvements

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$30,858.41_____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

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

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by DOS Logistics, Inc. as to content and detail of this Work Authorization No. 2.

BY: _____
Eric C. Ybarra, CEO/President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and DOS Logistics, Inc. as indicated below and effective as of _____ day of _____ 2014.

THE ENGINEER:

THE OWNER:

Eric C. Ybarra, CEO/President
DOS Logistics, INC

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

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

EXHIBIT "A"

Services to be provided by the Owner

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

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

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

Public Meetings

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

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

Hoehn Road Drainage Improvements

INDEX

CLASSIFICATION OF SERVICES (*Basic* or *Special*)
EXPANDED DESCRIPTION OF SERVICES:

I. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

- (A) Preliminary Engineering
 - (1) Preliminary Field Surveying
 - (2) Data Collection

II. PRELIMINARY ENGINEERING & DESIGN

- (A) Final Design
 - (1) Right-Of-Way Data

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

(A) Preliminary Engineering

(1) Preliminary Field Surveying

(2) Data Collection

Basic

Engineering:

II. PRELIMINARY ENGINEERING, & FINAL DESIGN

(A) Final Design

(1) Right-of-Way Data

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/recon/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. Project/Program Schedule. See Exhibit "C".
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Hidalgo County Drainage District No.1 or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Develop basic schematic layout of improvement to determine right of way requirements.

II. PRELIMINARY ENGINEERING & DESIGN

The services listed below to be provided by the Engineer are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The surveying services work activities, as follows:

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.
 - a) Existing right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility (plan/profile view)
 - e) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.
- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include:

DOS Logistics

DRAINAGE IMPROVEMENTS FOR HOEHN SUBDIVISION

		Survey Crew	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Tech III	Clerical	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00	
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION										
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION										
	A) Coordinate, Execute and Administer Work Authorization			4							
	B) Progress Reports and Invoices			4	4	8					
	C) Meetings (Hidalgo County, Utility Companies)			4	12	10			16		
	TASK 145 SUBTOTAL			12	16	18			16		
TASK 160	Task 160.01 - DESIGN CRITERIA COORDINATION										
	PS&E			4	16	12		24	24		
	Task 160.01 SUBTOTAL			4	16	12		24	24		
	TASK 160.02 - HYDROLOGIC ANALYSIS			4	28	32		24			
	TASK 160.02 SUBTOTAL			4	28	32		24			
	TASK 160.03 - HYDRAULIC ANALYSIS			4	28	32		32			
	TASK 160.03 SUBTOTAL			4	28	32		32			
	TASK 160.04 - PLAN PREPARATION										
	Create Existing Contours				2	4		8			
	Create Drainage Area Map				2	4		16			
	Create Preliminary Design				4	8		12	12		
	Create Proposed Crosssections				4	8		8	12		
	Create Existing and Proposed Typical Sections				4	8		6	12		
	Prepare Utilities and Drainage Sheets				4	8		30	23.88		
	Prepare E&Q Tables				4	8		16	12		
	Prepare Details and Standard Sheets				4	8		16	8		
	QA/QC			6	4	8		8	4		
	Prepare Specification Book			2	4	8					
	TASK 160.04 SUBTOTAL			8	36	72		120	84		
	TOTAL HOURS (DOS Logistics)			32	124	166		200	124		
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00	
	Total Labor Cost	\$ -	\$ -	\$ 6,400.00	\$ 21,328.00	\$ 26,394.00	\$ -	\$ 27,800.00	\$ 10,653.68	\$ -	
	Total Engineering (7.5%)	\$ 92,575.68									
	TASK 160.05 - TOPOGRAPHIC SURVEY										
	Find Control Points	30							16		
	Basic Topographic Survey	60							15.70		
	ROW and Easement Recovery	60				8			17.56		
	TASK 160.05 SUBTOTAL	150				8			49		
	TOTAL HOURS (DOS Logistics)	150				8			49.26104		
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00	
	Total Labor Cost	\$25,350				\$1,272			\$4,236		
	Total Surveying (2.5%)	\$30,858.45									
	GEO-TECH (PROVIDED BY TSI)	\$ 2,640.00									
	Total	\$ 126,074.13									

EXHIBIT "F"

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

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of _____ of the Agreement made by and between _____, hereinafter called the "Owner", and _____ hereinafter call the "Engineer".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning **Engineering** _____ (hereinafter referred to as the "**Project**"); and

WHEREAS, Article ____ of the Agreement, (article title), establishes _____; and

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

I. Article ____ of the Agreement, (article title), is revised to

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

OWNER:

ENGINEER:

BY: _____

BY: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer's** Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** - Supplemental Agreement

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. 3

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Geotechnical Services to be provided by TSI Laboratories (see attached proposal)_____

_____.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$2,640.00 _____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

**This Work Authorization No. 3 shall be funded through funding source:
Account No. _____
Requisition Number _____**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by DOS Logistics, Inc. as to content and detail of this Work Authorization No. 3.

BY: _____
Eric C. Ybarra, CEO/President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and DOS Logistics, Inc. as indicated below and effective as of ____ day of _____ 2014.

THE ENGINEER:

THE OWNER:

Eric C. Ybarra, CEO/President
DOS Logistics, INC

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

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

EXHIBIT "A"

Services to be provided by the Owner

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

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

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the **Project**.
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the **Project** mailing list; provide representation, a site and stenographer for all public meetings; additionally:
Public Meetings
 - (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.
- (9) Review and approve the **Project** design criteria.
- (10) Review and approve change orders as required and prepared by the **ENGINEER**.

T.S.I. LABORATORIES, INC.

TBPE Firm Registration No. F-9236



TRINITY SOILS INVESTIGATION

901 E. EXPRESSWAY 83
LA FERIA, TEXAS 78559

Telephone 956-797-9031

Fax 956-797-2056

Email tsi_laferia@sbcglobal.net

November 26, 2013

Mr. Luis Nava, P.E.
DOS Logistics, Inc.
1002 E. Expressway 83
Weslaco, Texas 78596

Re: Geotechnical Investigation Proposal
Hoehn Drainage Improvements
McAllen, Texas
Proposal No.: 03033

Trinity Soils Investigations (TSI Laboratories, Inc.) is pleased to submit our Geotechnical Investigation **proposal** for testing and inspection services for the above referenced project.

Trinity Soils Investigations has been in business for over 19 years. TSI technicians have acquired various ACI, and state certifications and licenses for testing and analysis of soils, concrete, asphalt, and steel materials. TSI Laboratories, Inc. conducts all testing of materials in accordance with state, TxDOT, U.S. Army Corps of Engineers, ASTM and National Standards and has accurate and calibrated state-of-the-art testing equipment.

The total estimated cost for the geotechnical investigation is **\$2,640.00**, which includes drilling (4 borings at 20-foot depth), mobilization, laboratory analysis, evaluation, engineering and report with recommendations. This estimate is based on anticipated quantities and work schedules. If there are any changes, prices will be changed accordingly. This proposal is valid for a period of six months from above date.

TSI's experienced and certified technicians will conduct all inspections of this project to verify strict compliance to project plans and specifications or as requested by project engineers or architects. If there are any questions, please call us at (956) 797.9031.

Respectfully Submitted,
T.S.I. Laboratories, Inc.

Murphy G. Scurry, P.E.
MGS/RP

This proposal is accepted in accordance with the prices, terms (due upon receipt) and conditions listed.

Firm _____

Signature of Authorized Representative:

_____ Date _____

_____ (print)

Please sign and return acceptance copy.

Engineering Schedule Summary	Duration	2014												2015						
		2014												2015						
		Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May
Survey and Topographic Work	30 days	█	█	█																
Utility Coordination	21 days	█	█																	
Hydrology and Hydraulics	60 days		█	█	█															
Preliminary Engineering	30 days			█	█															
Plans Final Design	45 Days					█	█	█	█											
QA/QC	7 Days																			
Spec's Book	21 days																			



DOS Logistics

DRAINAGE IMPROVEMENTS FOR HOEHN SUBDIVISION

		Survey Crew	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Tech III	Clerical	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00	
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION										
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION										
	A) Coordinate, Execute and Administer Work Authorization			4							
	B) Progress Reports and Invoices			4	4	8					
	C) Meetings (Hidalgo County, Utility Companies)			4	12	10			16		
	TASK 145 SUBTOTAL			12	16	18			16		
TASK 160	Task 160.01 - DESIGN CRITERIA COORDINATION										
	PS&E			4	16	12		24	24		
	Task 160.01 SUBTOTAL			4	16	12		24	24		
	TASK 160.02 - HYDROLOGIC ANALYSIS			4	28	32		24			
	TASK 160.02 SUBTOTAL			4	28	32		24			
	TASK 160.03 - HYDRAULIC ANALYSIS			4	28	32		32			
	TASK 160.03 SUBTOTAL			4	28	32		32			
	TASK 160.04 - PLAN PREPARATION										
	Create Existing Contours				2	4		8			
	Create Drainage Area Map				2	4		16			
	Create Preliminary Design				4	8		12	12		
	Create Proposed Crosssections				4	8		8	12		
	Create Existing and Proposed Typical Sections				4	8		6	12		
	Prepare Utilities and Drainage Sheets				4	8		30	23.88		
	Prepare E&Q Tables				4	8		16	12		
	Prepare Details and Standard Sheets				4	8		16	8		
	QA/QC			6	4	8		8	4		
	Prepare Specification Book			2	4	8					
	TASK 160.04 SUBTOTAL			8	36	72		120	84		
	TOTAL HOURS (DOS Logistics)			32	124	166		200	124		
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00	
	Total Labor Cost	\$ -	\$ -	\$ 6,400.00	\$ 21,328.00	\$ 26,394.00	\$ -	\$ 27,800.00	\$ 10,653.68	\$ -	
	Total Engineering (7.5%)	\$ 92,575.68									
	TASK 160.05 - TOPOGRAPHIC SURVEY										
	Find Control Points	30							16		
	Basic Topographic Survey	60							15.70		
	ROW and Easement Recovery	60				8			17.56		
	TASK 160.05 SUBTOTAL	150				8			49		
	TOTAL HOURS (DOS Logistics)	150				8			49.26104		
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00	
	Total Labor Cost	\$25,350				\$1,272			\$4,236		
	Total Surveying (2.5%)	\$30,858.45									
	GEO-TECH (PROVIDED BY TSI)	\$ 2,640.00									
	Total	\$ 126,074.13									

EXHIBIT "F"

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

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of _____ of the Agreement made by and between _____, hereinafter called the "Owner", and _____ hereinafter call the "Engineer".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning **Engineering** _____ (hereinafter referred to as the "**Project**"); and

WHEREAS, Article ____ of the Agreement, (article title), establishes _____; and

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

I. Article ____ of the Agreement, (article title), is revised to

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

OWNER:

ENGINEER:

BY: _____

BY: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer's** Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** - Supplemental Agreement

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. 4

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 DOS LOGISTICS, INC., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

**The purpose of this Work Authorization is for the Engineer to provide
See attached Exhibit B for a detailed Scope of Services for the Bandera Area Drainage Improvements as it relates to the Pct. 4 Rural Development Projects - Hoehn Rd/Badera Area Drainage Improvements**

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$29,384.72 ____ . This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

**This Work Authorization No. 4 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 DOS Logistics, Inc. as to content and detail of this Work Authorization No. 4.

BY: _____
Eric C. Ybarra, CEO/President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and DOS Logistics, Inc. as indicated below and effective as of _____ day of _____ 2014.

THE ENGINEER:

THE OWNER:

Eric C. Ybarra, CEO/President
DOS Logistics, INC

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

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

EXHIBIT "A"

Services to be provided by the Owner

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

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

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

Public Meetings

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

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

Bandera Area Drainage Improvements

INDEX

CLASSIFICATION OF SERVICES (*Basic or Special*)
EXPANDED DESCRIPTION OF SERVICES:

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development

- (1) Project Development Schedule
- (2) Quality Control/Quality Assurance Program
- (3) Subcontract Administration
- (4) Management/Coordination of Engr. Activities

(C) Final Design

- (1) "*Design Policy & Procedures Manual*"
- (2) Design Concept Conference
- (3) Management/Coordination of Engr. Activities

(B) Preliminary Engineering

- (1) Preliminary Concept Conference
- (2) Managerial/Coordination of Engr. Activities
- (3) Preparation of "*Preliminary Engineering Report*"
- (4) Coordination with all Reviewing Agencies

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(A) Preliminary Engineering

- (1) Preliminary Field Surveying
- (2) Data Collection
- (3) Hydrologic Analysis
- (4) Hydraulic Analysis
- (5) Alternate Solutions & Recommendations

III. PRELIMINARY ENGINEERING & DESIGN

(A) Final Design

- (1) Permitting
- (2) Drainage Design
- (3) Plans, Specifications, and Estimates (PS&E)

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

Management:

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development

- | | |
|---|--------------|
| (1) Project Development Schedule | <i>Basic</i> |
| (2) Quality Control / Quality Assurance Program | <i>Basic</i> |
| (3) Subcontract Administration | <i>Basic</i> |
| (4) Management / Coordination of Engineering Activities | <i>Basic</i> |

(B) Preliminary Engineering

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

(C) Final Design

- | | |
|---|--------------|
| (1) " <i>Design Policy & Procedures Manual</i> " | <i>Basic</i> |
| (2) Design Concept Conference | <i>Basic</i> |
| (3) Management / Coordination of Engineering Activities | <i>Basic</i> |

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(A) Preliminary Engineering

- | | |
|---|-------------------|
| (1) Preliminary Field Surveying | Provided by Owner |
| (2) Data Collection | Basic |
| (3) Hydrologic Analysis | Basic |
| (4) Hydraulic Analysis | Basic |
| (5) Alternate Solutions & Recommendations | Basic |

Engineering:

III. PRELIMINARY ENGINEERING, & FINAL DESIGN

(A) Final Design

- | | |
|---|-------|
| (1) Permitting | Basic |
| (2) Drainage Design | Basic |
| (3) Plans, Specifications, and Estimates (PS&E) | Basic |

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

I. ENGINEERING MANAGEMENT (EM)

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

For these services, the Engineer shall manage the Project Team, consisting of various sub-providers, in the development of the Project as defined and more particularly described in EXHIBIT "131" attached to this Agreement. The services will include the following:

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

- (1) Project Development Schedule. The Engineer will prepare a Project Development Schedule. This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the Engineer, throughout Project development. It will be provided, as well as any updates, to the Owner and each Project Team member as a part of the Work Plan identified in (I). The schedule will identify all major milestones and Project deliverables. The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established schedule.
- (2) 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.
- (3) 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.
- (4) 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).

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

- (1) Preliminary Concept Conference. The Engineer will coordinate and conduct a preliminary concept conference (FCC) with the Owner, and, any other, stakeholders approved by and Owner. At the FCC,

the Engineer will outline the issues and aspects involved in the development of the "**Preliminary Engineering Report**", identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

- (2) Management/Coordination of Engineering Activities. The Engineer shall *manage* and coordinate the Project Team in the preparation of specific *engineering* work activities, tasks, special services for the final development of the "**Preliminary Engineering Report**", including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the *engineering* activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).
 - (3) 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.
 - (4) Coordination with various agencies. The development of the "**Preliminary Engineering Report**" may require documentation and/or coordination with various agencies. The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.
- (C) **Final Design.** After the Owner has approved the Engineer's final recommendations as shown in the "**Preliminary Engineering Report**" and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the Owner is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific *management* work activities to be provided by the **Engineer** will include:
- (1) "**Design Policy & Procedures Manual**". The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the Engineer to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the "**Design Policy & Procedures Manual**" provided by the **Owner** will include, but not be limited to, the following:
 - (a) Project Description and Final Recommendations of the "**Preliminary Engineering Report**"
 - (b) Environmental
 - (c) Correlation and Agreement with Other Agencies
 - (d) Application of Design Standards (City, County, State, AASHTO)
 - (e) Requirements for Preliminary Submittals
 - (f) Basic Design Criteria
 - (g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
 - (h) Formats for Supporting Documents
 - (i) CADD Standards Specifications

(2) **Management/Coordination of Engineering Activities.** The **Engineer** shall *manage* and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under 11—Preliminary Engineering, Design and Construction (**Final Design**)).

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all *engineering* activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/recon/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. Project/Program Schedule. See Exhibit “C”.
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Hidalgo County Drainage District No.1 or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved Hidalgo County Projects.
2. Perform interviews with Precinct No.4 staff to identify “present day” complaints, roadway and drainage histories and preliminary design information for the approved projects.
3. Obtain Hydrologic data for Drainage System Design.
4. Develop drainage system designs, including cost data, pavement repair, and collection of runoff drainage.
5. Identify preliminary alignments; develop Utility and Drainage Profiles.
6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal guidelines.
7. Verify FEMA FIRM zones and requirements.
8. Develop basic schematic layout of improvement to determine right of way requirements.

III. PRELIMINARY ENGINEERING & DESIGN

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

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation/AutoCAD System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use Standard Specifications for Construction and Maintenance. Other specifications may be developed by the Engineer, but must incorporate, reference to standard requirements of design & testing procedures by Hidalgo County Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Drainage Design

The Engineer will prepare the drainage system design for the Project or portions of the Project as authorized by the Owner. The drainage system design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Drainage design will include:

- 1) Geometric Design –Vertical alignment, intersection geometrics: to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical drainage sections through vertical alignment determination.

- 3) Grading design – existing and design cross sections, cut/fill quantities and culvert analysis.
- 4) Earthwork Quantities – obtained from drainage design.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

PS&E Supporting Documents

1. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, as well as any general notes that may be applicable to each PS&E submission.
2. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
3. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

DRAINAGE IMPROVEMENTS FOR BANDERA AREA

		Survey Crew	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Tech III	Clerical
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION									
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION									
	A) Coordinate, Execute and Administer Work Authorization			2						
	B) Progress Reports and Invoices			2	4	4				
	C) Meetings (Hidalgo County, Utility Companies)			2	4	4			6	
	TASK 145 SUBTOTAL			6	8	8			6	
TASK 160	Task 160.01 - DESIGN CRITERIA COORDINATION									
	PS&E			2	4	4		6.28	6	
	Task 160.01 SUBTOTAL			2	4	4		6	6	
	TASK 160.02 - HYDROLOGIC ANALYSIS			2	4	4		5.5		
	TASK 160.02 SUBTOTAL			2	4	4		6		
	TASK 160.03 - HYDRAULIC ANALYSIS			2	4	4		5.5		
	TASK 160.03 SUBTOTAL			2	4	4		6		
	TASK 160.04 - PLAN PREPARATION									
	Create Existing Contours				2	2		4	6	
	Create Drainage Area Map				2	2		4	6	
	Create Preliminary Design				2	2		4	6	
	Create Proposed Crosssections				2	2		4	6	
	Create Existing and Proposed Typical Sections				2	2		4	6	
	Prepare Utilities and Drainage Sheets				2	2		4	6	
	Prepare E&Q Tables				2	2		4	6	
	Prepare Details and Standard Sheets				2	2		4	6	
	QA/QC			1.5	2	2		2	3.5	
	Prepare Specification Book			1.5	2	2		4		
	TASK 160.04 SUBTOTAL			3	20	20		38	52	
	TOTAL HOURS (DOS Logistics)			15	40	40		55	64	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
	Total Labor Cost	\$ -	\$ -	\$ 3,000.00	\$ 6,880.00	\$ 6,360.00	\$ -	\$ 7,683.92	\$ 5,461.00	\$ -
	Total Engineering (7.5%)	\$ 29,384.92								
	TASK 160.05 - TOPOGRAPHIC SURVEY									
	Find Control Points	8							12	
	Basic Topographic Survey	12							12	
	ROW and Easement Recovery	12				8			12.22	
	TASK 160.05 SUBTOTAL	32				8			36	
	TOTAL HOURS (DOS Logistics)	32				8			36.22	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
	Total Labor Cost	\$5,408				\$1,272			\$3,115	
	Total Surveying (2.5%)	\$9,794.92	\$9,795							
	GEO-TECH (PROVIDED BY TSI)	\$ 2,640.00								
	Total	\$ 41,819.84								

EXHIBIT "F"

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

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of _____ of the Agreement made by and between _____, hereinafter called the "Owner", and _____ hereinafter call the "Engineer".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning **Engineering** _____ (hereinafter referred to as the "**Project**"); and

WHEREAS, Article ____ of the Agreement, (article title), establishes _____; and

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

I. Article ____ of the Agreement, (article title), is revised to

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

OWNER:

ENGINEER:

BY: _____

BY: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer**'s Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** - Supplemental Agreement

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. 5

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 DOS LOGISTICS, INC., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

**The purpose of this Work Authorization is for the Engineer to provide
See attached Exhibit B for a detailed Scope of Services for the Bandera Area Drainage Improvements as it relates to the Pct. 4 Rural Development Projects - Hoehn Rd/Bandera Area Drainage Improvements**

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$9,794.91 _____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as

EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

**This Work Authorization No. 5 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 DOS Logistics, Inc. as to content and detail of this Work Authorization No. 5.

BY: _____
Eric C. Ybarra, CEO/President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and DOS Logistics, Inc. as indicated below and effective as of _____ day of _____ 2014.

THE ENGINEER:

THE OWNER:

Eric C. Ybarra, CEO/President
DOS Logistics, INC

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

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

EXHIBIT "A"

Services to be provided by the Owner

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

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

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

Public Meetings

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

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

Bandera Area Drainage Improvements

INDEX

CLASSIFICATION OF SERVICES (*Basic or Special*)
EXPANDED DESCRIPTION OF SERVICES:

I. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

- (A) Preliminary Engineering
 - (1) Preliminary Field Surveying
 - (2) Data Collection

II. PRELIMINARY ENGINEERING & DESIGN

- (A) Final Design
 - (1) Right-Of-Way Data

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

(A) Preliminary Engineering

(1) Preliminary Field Surveying

(2) Data Collection

Basic

Engineering:

II. PRELIMINARY ENGINEERING, & FINAL DESIGN

(A) Final Design

(1) Right-of-Way Data

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/recon/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. Project/Program Schedule. See Exhibit "C".
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Hidalgo County Drainage District No.1 or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Develop basic schematic layout of improvement to determine right of way requirements.

II. PRELIMINARY ENGINEERING & DESIGN

The services listed below to be provided by the Engineer are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The surveying services work activities, as follows:

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.
 - a) Existing right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility (plan/profile view)
 - e) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.
- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include:

DRAINAGE IMPROVEMENTS FOR BANDERA AREA

		Survey Crew	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Tech III	Clerical
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION									
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION									
	A) Coordinate, Execute and Administer Work Authorization			2						
	B) Progress Reports and Invoices			2	4	4				
	C) Meetings (Hidalgo County, Utility Companies)			2	4	4			6	
	TASK 145 SUBTOTAL			6	8	8			6	
TASK 160	Task 160.01 - DESIGN CRITERIA COORDINATION									
	PS&E			2	4	4		6.28	6	
	Task 160.01 SUBTOTAL			2	4	4		6	6	
	TASK 160.02 - HYDROLOGIC ANALYSIS			2	4	4		5.5		
	TASK 160.02 SUBTOTAL			2	4	4		6		
	TASK 160.03 - HYDRAULIC ANALYSIS			2	4	4		5.5		
	TASK 160.03 SUBTOTAL			2	4	4		6		
	TASK 160.04 - PLAN PREPARATION									
	Create Existing Contours				2	2		4	6	
	Create Drainage Area Map				2	2		4	6	
	Create Preliminary Design				2	2		4	6	
	Create Proposed Crosssections				2	2		4	6	
	Create Existing and Proposed Typical Sections				2	2		4	6	
	Prepare Utilities and Drainage Sheets				2	2		4	6	
	Prepare E&Q Tables				2	2		4	6	
	Prepare Details and Standard Sheets				2	2		4	6	
	QA/QC			1.5	2	2		2	3.5	
	Prepare Specification Book			1.5	2	2		4		
	TASK 160.04 SUBTOTAL			3	20	20		38	52	
	TOTAL HOURS (DOS Logistics)			15	40	40		55	64	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
	Total Labor Cost	\$ -	\$ -	\$ 3,000.00	\$ 6,880.00	\$ 6,360.00	\$ -	\$ 7,683.92	\$ 5,461.00	\$ -
	Total Engineering (7.5%)	\$ 29,384.92								
	TASK 160.05 - TOPOGRAPHIC SURVEY									
	Find Control Points	8							12	
	Basic Topographic Survey	12							12	
	ROW and Easement Recovery	12				8			12.22	
	TASK 160.05 SUBTOTAL	32				8			36	
	TOTAL HOURS (DOS Logistics)	32				8			36.22	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
	Total Labor Cost	\$5,408				\$1,272			\$3,115	
	Total Surveying (2.5%)	\$9,794.92	\$9,795							
	GEO-TECH (PROVIDED BY TSI)	\$ 2,640.00								
	Total	\$ 41,819.84								

EXHIBIT "F"

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

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of _____ of the Agreement made by and between _____, hereinafter called the "Owner", and _____ hereinafter call the "Engineer".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning **Engineering** _____ (hereinafter referred to as the "**Project**"); and

WHEREAS, Article ____ of the Agreement, (article title), establishes _____; and

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

I. Article ____ of the Agreement, (article title), is revised to

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

OWNER:

ENGINEER:

BY: _____

BY: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer's** Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** - Supplemental Agreement

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. 6

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 DOS LOGISTICS, INC., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Geotechnical Services to be provided by TSI Laboratories (see attached proposal) _____

_____.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$2,640.00 _____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

**This Work Authorization No. 6 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 DOS Logistics, Inc. as to content and detail of this Work Authorization No. 6.

BY: _____
Eric C. Ybarra, CEO/President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and DOS Logistics, Inc. as indicated below and effective as of _____ day of _____ 2014.

THE ENGINEER:

THE OWNER:

Eric C. Ybarra, CEO/President
DOS Logistics, INC

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

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

EXHIBIT "A"

Services to be provided by the Owner

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

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

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the **Project**.
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the **Project** mailing list; provide representation, a site and stenographer for all public meetings; additionally:
Public Meetings
 - (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.
- (9) Review and approve the **Project** design criteria.
- (10) Review and approve change orders as required and prepared by the **ENGINEER**.

T.S.I. LABORATORIES, INC.

TBPE Firm Registration No. F-9236



TRINITY SOILS INVESTIGATION

901 E. EXPRESSWAY 83
LA FERIA, TEXAS 78559

Telephone 956-797-9031

Fax 956-797-2056

Email tsi_laferia@sbcglobal.net

November 26, 2013

Mr. Luis Nava, P.E.
DOS Logistics, Inc.
1002 E. Expressway 83
Weslaco, Texas 78596

Re: Geotechnical Investigation Proposal
Bandera Drainage Improvements
Alamo, Texas
Proposal No.: 03032

Trinity Soils Investigations (TSI Laboratories, Inc.) is pleased to submit our Geotechnical Investigation **proposal** for testing and inspection services for the above referenced project.

Trinity Soils Investigations has been in business for over 19 years. TSI technicians have acquired various ACI, and state certifications and licenses for testing and analysis of soils, concrete, asphalt, and steel materials. TSI Laboratories, Inc. conducts all testing of materials in accordance with state, TxDOT, U.S. Army Corps of Engineers, ASTM and National Standards and has accurate and calibrated state-of-the-art testing equipment.

The total estimated cost for the geotechnical investigation is **\$2,640.00**, which includes drilling (4 borings at 20-foot depth), mobilization, laboratory analysis, evaluation, engineering and report with recommendations. This estimate is based on anticipated quantities and work schedules. If there are any changes, prices will be changed accordingly. This proposal is valid for a period of six months from above date.

TSI's experienced and certified technicians will conduct all inspections of this project to verify strict compliance to project plans and specifications or as requested by project engineers or architects. If there are any questions, please call us at (956) 797.9031.

Respectfully Submitted,
T.S.I. Laboratories, Inc.

Murphy G. Scurry, P.E.
MGS/RP

This proposal is accepted in accordance with the prices, terms (due upon receipt) and conditions listed.

Firm _____

Signature of Authorized Representative:

_____ Date _____

_____ (print)

Please sign and return acceptance copy.

DRAINAGE IMPROVEMENTS FOR BANDERA AREA

		Survey Crew	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Tech III	Clerical
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION									
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION									
	A) Coordinate, Execute and Administer Work Authorization			2						
	B) Progress Reports and Invoices			2	4	4				
	C) Meetings (Hidalgo County, Utility Companies)			2	4	4			6	
	TASK 145 SUBTOTAL			6	8	8			6	
TASK 160	Task 160.01 - DESIGN CRITERIA COORDINATION									
	PS&E			2	4	4		6.28	6	
	Task 160.01 SUBTOTAL			2	4	4		6	6	
	TASK 160.02 - HYDROLOGIC ANALYSIS			2	4	4		5.5		
	TASK 160.02 SUBTOTAL			2	4	4		6		
	TASK 160.03 - HYDRAULIC ANALYSIS			2	4	4		5.5		
	TASK 160.03 SUBTOTAL			2	4	4		6		
	TASK 160.04 - PLAN PREPARATION									
	Create Existing Contours				2	2		4	6	
	Create Drainage Area Map				2	2		4	6	
	Create Preliminary Design				2	2		4	6	
	Create Proposed Crosssections				2	2		4	6	
	Create Existing and Proposed Typical Sections				2	2		4	6	
	Prepare Utilities and Drainage Sheets				2	2		4	6	
	Prepare E&Q Tables				2	2		4	6	
	Prepare Details and Standard Sheets				2	2		4	6	
	QA/QC			1.5	2	2		2	3.5	
	Prepare Specification Book			1.5	2	2		4		
	TASK 160.04 SUBTOTAL			3	20	20		38	52	
	TOTAL HOURS (DOS Logistics)			15	40	40		55	64	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
	Total Labor Cost	\$ -	\$ -	\$ 3,000.00	\$ 6,880.00	\$ 6,360.00	\$ -	\$ 7,683.92	\$ 5,461.00	\$ -
	Total Engineering (7.5%)	\$ 29,384.92								
	TASK 160.05 - TOPOGRAPHIC SURVEY									
	Find Control Points	8							12	
	Basic Topographic Survey	12							12	
	ROW and Easement Recovery	12				8			12.22	
	TASK 160.05 SUBTOTAL	32				8			36	
	TOTAL HOURS (DOS Logistics)	32				8			36.22	
	Contracted Rates	\$ 169.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 86.00	\$ 72.00
	Total Labor Cost	\$ 5,408				\$ 1,272			\$ 3,115	
	Total Surveying (2.5%)	\$ 9,794.92	\$ 9,795							
	GEO-TECH (PROVIDED BY TSI)	\$ 2,640.00								
	Total	\$ 41,819.84								

EXHIBIT "F"

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

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of _____ of the Agreement made by and between _____, hereinafter called the "Owner", and _____ hereinafter call the "Engineer".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning **Engineering** _____ (hereinafter referred to as the "**Project**"); and

WHEREAS, Article ____ of the Agreement, (article title), establishes _____; and

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

I. Article ____ of the Agreement, (article title), is revised to

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

OWNER:

ENGINEER:

BY: _____

BY: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer's** Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** - Supplemental Agreement

AI-43077

7.

DRAINAGE DISTRICT

Meeting Date: 02/11/2014

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

A.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all specified requirements for RFB No. HCDD1-14-003-02-05 "Pct.4-West Main Drain Existing Weir Modification and Existing Concrete Culvert Slide Gate Control Structure Improvements"; Foremost Paving \$146,100.00.

B.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all specified requirements for RFB No. HCDD1-14-004-02-05 "Pct.4-Edinburg Drain Stub - Out to South Main Control Structure"; Texas Cordia Construction \$193,085.00.

BACKGROUND

Attachments

Foremost Paving Bid Tab

Texas Cordia Bid Tab

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 03:48 PM
Final Approval	Monica Badillo	02/07/2014 04:28 PM
Form Started By: Jaime Salazar		Started On: 02/06/2014 03:31 PM
	Final Approval Date: 02/07/2014	



GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Engineering Firm No. F-8017

2020 E. Expressway 83
Mercedes, Texas 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

February 06, 2014

Hidalgo County Drainage District #1
Attn.: Godfrey Garza
902 North Doolittle
Edinburg, TX 78539

Re: Engineers Award Recommendation
RFB No.-HCDD1-14-004-02-05- Edinburg Drain Stub-Out to South Main Control
Structure

Dear Mr. Garza:

On February 5, 2014 at 9:30 A.M. the HCDD No.1 received and opened five (5) bid proposals for improvements to the Edinburg Drain stub-out to the South Main Drain for a control structure.

We have attached a bid tabulation spreadsheet for your review. The low bidder was Texas Cordia Construction LLC, out of Edinburg, Texas with a bid of \$193,085.00. The second lowest bid was from Diamond Eight Industries LLC. out of Santa Rosa, Texas with a bid of \$198,974.91.

Texas Cordia Construction LLC is currently working on another HCDD #1 project and is performing in a satisfactory manner. Thus it is the recommendation of Guzman & Muñoz Engineering and Surveying, Inc. that this project be awarded to the low bidder, Texas Cordia Construction, LLC. in the amount of \$193,085.00.

If you have any questions or need any additional information, please call me at (956) 565-4637.

Sincerely,
Guzman & Muñoz Engineering and Surveying, Inc.



Armando Gutierrez, Jr., P.E.
Project Engineer

Enclosures

City of Edinburg
Hidalgo County Drainage District No. 1
Edinburg Stub-Out to the South Main Drain Control Structure Drainage Improvements
Bid Tabulation

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
				Texas Cordia Construction		Diamond Eight Industries		Foremost Paving, Inc.		Jimmy Closner & Sons Construction		FJW Construction		
DRAINAGE IMPROVEMENTS														
1	Furnish & Install 10' X 10' Concrete Box Culvert	60	LF	\$ 1,100.00	\$ 66,000.00	\$ 1,750.00	\$ 105,000.00	\$ 1,280.00	\$ 76,800.00	\$ 1,220.00	\$ 73,200.00	\$ 2,365.00	\$ 141,900.00	
	Furnish & Install 10' X 10' Self contained Slide Gate with OSHA approved Galvanized steel landing with rails and stair, with installation	1	EA	\$ 79,000.00	\$ 79,000.00	\$ 53,000.00	\$ 53,000.00	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00	\$ 80,080.00	\$ 80,080.00	
3	Furnish & Install Concrete Wing walls With Straight Wings (SW-0) (HW=12 FT-14 FT)	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 6,326.56	\$ 12,653.12	\$ 20,000.00	\$ 40,000.00	\$ 14,500.00	\$ 29,000.00	\$ 24,200.00	\$ 48,400.00	
4	Furnish & Install Concrete Canasta	43	SY	\$ 210.00	\$ 9,030.00	\$ 49.94	\$ 2,147.42	\$ 170.00	\$ 7,310.00	\$ 135.00	\$ 5,805.00	\$ 522.50	\$ 22,467.50	
5	Proposed to Remove Existing 18" Storm Sewer pipe	11	LF	\$ 55.00	\$ 605.00	\$ 101.34	\$ 1,114.74	\$ 10.00	\$ 110.00	\$ 75.00	\$ 825.00	\$ 220.00	\$ 2,420.00	
6	Proposed to Join Existing 18" Reinforced Concrete Pipe to Box culvert	1	EA	\$ 2,900.00	\$ 2,900.00	\$ 4,441.25	\$ 4,441.25	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 550.00	\$ 550.00	
7	Furnish & Install Concrete Rip-Rap	25	SY	\$ 190.00	\$ 4,750.00	\$ 97.96	\$ 2,449.00	\$ 370.00	\$ 9,250.00	\$ 135.00	\$ 3,375.00	\$ 495.00	\$ 12,375.00	
8	Re-Grade and Widening of Existing Drainage Channel (100 LF) at upstream end of proposed	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 15,926.57	\$ 15,926.57	\$ 1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00	\$ 13,200.00	\$ 13,200.00	
9	Dewatering as required during construction	1	LS	\$ 7,800.00	\$ 7,800.00	\$ 2,242.81	\$ 2,242.81	\$ 1,000.00	\$ 1,000.00	\$ 25,000.00	\$ 25,000.00	\$ 55,000.00	\$ 55,000.00	
Total Base Bid Amount					\$ 193,085.00		\$ 198,974.91		\$ 217,470.00		\$ 246,205.00		\$ 376,392.50	



GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Engineering Firm No. F-8017

2020 E. Expressway 83
Mercedes, Texas 78570

PHONE: (956) 565-4637
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Guzman & Muñoz Engineering and Surveying, Inc.



Armando Gutierrez, Jr., P.E.
Project Engineer

Enclosures

City of Edinburg
Hidalgo County Drainage District No. 1
Edinburg Stub-Out to the South Main Drain Control Structure Drainage Improvements
Bid Tabulation

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	Dewatering as required during construction	1	LS	\$ 7,800.00	\$ 7,800.00	\$ 2,242.81	\$ 2,242.81	\$ 1,000.00	\$ 1,000.00	\$ 25,000.00	\$ 25,000.00	\$ 55,000.00	\$ 55,000.00	
Total Base Bid Amount					\$ 193,085.00	\$ 198,974.91	\$ 217,470.00	\$ 246,205.00	\$ 376,392.50					

AI-43101

8.

DRAINAGE DISTRICT

Meeting Date: 02/11/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on creation of District Director

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/07/2014 03:42 PM
Final Approval	Monica Badillo	02/07/2014 04:28 PM
Form Started By: Monica Badillo		Started On: 02/07/2014 03:26 PM
	Final Approval Date: 02/07/2014	

AI-43080

9. C.

DRAINAGE DISTRICT

Meeting Date: 02/11/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Dannenbaum Engineering

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 04:59 PM
Final Approval	Monica Badillo	02/07/2014 04:28 PM
Form Started By: Monica Badillo		Started On: 02/06/2014 04:13 PM
	Final Approval Date: 02/07/2014	

AI-43081

10. C.

DRAINAGE DISTRICT

Meeting Date: 02/11/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Dannenbaum Engineering

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 04:59 PM
Final Approval	Monica Badillo	02/07/2014 04:28 PM
Form Started By: Monica Badillo		Started On: 02/06/2014 04:13 PM
	Final Approval Date: 02/07/2014	