



**AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
April 2, 2014
8:30 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-43641** Update on Rehabilitation and/or construction of river levee and the Edinburg Pump Station, Irrigation District #1.
5. **AI-43775** Discussion and action and acceptance of Memorandum of Understanding Between Hidalgo County Drainage District #1 and Delta Irrigation District as it relates to the Lower Rio Grande Valley Regional Water Management Project.
6. **AI-43854** Approval of Amended and Restated Interlocal Cooperation Agreement between County of Hidalgo, ECISD, City of McAllen and Hidalgo County Drainage District #1 - for road and drainage improvements to irrigation canal crossing on Mile 17 1/2 and terminating at Ware Rd.
7. **AI-43860** A.) Requesting approval to purchase uniforms through the District's membership with National Joint Powers Alliance (NJPA) Contract No. 012111-UFC.

2013 BOND SERIES

B.) Requesting approval of Supplemental Agreement No. 1 to 2012 Bond Referendum Rural Drainage Development Program - Pct. 2 Agreement for Professional Engineering Services with R. Gutierrez Engineering, Corp. as it relates to Construction Material Testing.

C.) Requesting approval of Work Authorization No. 3 from R. Gutierrez Engineering, Corp in the amount of \$11,328.08 as it relates to Construction Material Testing for Pct. 2 Rural Drainage Projects.

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

 - A. Real Estate Acquisition**
 - B. Pending and/or Potential Litigation**
- 9. Open Session:**

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

AI-43641

4.

DRAINAGE DISTRICT

Meeting Date: 04/02/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Update on Rehabilitation and/or construction of river levee and the Edinburg Pump Station, Irrigation District #1.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/18/2014 12:25 PM
Final Approval	Monica Badillo	03/28/2014 03:57 PM
Form Started By: Monica Badillo		Started On: 03/18/2014
	Final Approval Date: 03/28/2014	

AI-43775

5.

DRAINAGE DISTRICT

Meeting Date: 04/02/2014

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion and action and acceptance of Memorandum of Understanding Between Hidalgo County Drainage District #1 and Delta Irrigation District as it relates to the Lower Rio Grande Valley Regional Water Management Project.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/26/2014 10:10 AM
Final Approval	Monica Badillo	03/28/2014 03:57 PM
Form Started By: Sylvia Sanchez		Started On: 03/26/2014 08:01 AM
	Final Approval Date: 03/28/2014	

AI-43854

6.

DRAINAGE DISTRICT

Meeting Date: 04/02/2014

Submitted For: as per Steven, Pct 4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Amended and Restated Interlocal Cooperation Agreement between County of Hidalgo, ECISD, City of McAllen and Hidalgo County Drainage District #1 - for road and drainage improvements to irrigation canal crossing on Mile 17 1/2 and terminating at Ware Rd.

BACKGROUND

ON CO. AGENDA ALSO 4-2-14.

Attachments

AMEND-ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/28/2014 02:09 PM
Final Approval	Monica Badillo	03/28/2014 03:57 PM
Form Started By: Monica Badillo		Started On: 03/28/2014 01:48 PM
	Final Approval Date: 03/28/2014	

STATE OF TEXAS §

COUNTY OF HIDALGO §

**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, THE EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT, THE CITY OF McALLEN AND HIDALGO
COUNTY DRAINAGE DISTRICT NO. 1**

This Agreement is made on this day of _____, 2014, by and among Hidalgo County, Texas hereinafter referred to as "County", the Edinburg Consolidated Independent School District, hereinafter referred to as "ECISD", the City of McAllen hereinafter referred to as "McAllen" and the Hidalgo County Drainage District No. 1 hereinafter referred to as "Drainage District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, ECISD, County, McAllen and Drainage District executed that certain Interlocal Cooperation Agreement dated March 5, 2013 concerning road and drainage improvements to the eastside of the existing Hidalgo County Irrigation District canal crossings, Mile 17½ road and terminating at Ware Road (the "Original Interlocal");

WHEREAS, the parties desire to amend and restate the Original Interlocal:

Now therefore, ECISD, County, McAllen and Drainage District, in consideration of the mutual covenants expressed hereinafter, agree to amend and restate the Original Interlocal thereby superseding the Original Interlocal in its entirety by the terms of this Amended and Restated Interlocal Cooperation Agreement as follows:

WHEREAS, ECISD, County, McAllen and Drainage District have agreed to extend and construct approximately thirty four hundred sixty three feet (3463') of road and drainage improvements commencing at the Eastside of the existing Hidalgo County Irrigation District canal crossing on Mile 17½ Road and terminating at Ware Road (the "Project");

WHEREAS, "County" will construct the 3263 linear foot of the Project and coordinate with Drainage District, McAllen and ECISD for project progress and shared cost;

WHEREAS, ECISD will design 200 linear feet of road crossing the Irrigation District No. 1 irrigation canal within the ECISD Portion, (as hereinafter defined) and Drainage District will construct through its contractor such 200 linear feet of road.

WHEREAS, County and Drainage District have determined that it will receive a benefit from the infrastructure improvements and has agreed to assist ECISD and McAllen;

WHEREAS, "ECISD" and McAllen have determined that they will receive benefits from the infrastructure improvements and have agreed to assist the County and Drainage District in such infrastructure improvements;

WHEREAS, ECISD, County, Drainage District and McAllen are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, County, ECISD, Drainage District and McAllen hereby, in consideration of the mutual covenants expressed hereinafter agree to as follows:

1. The County shall serve as the lead agency for the Project.
2. Subject to McAllen approval, County shall design the western most twenty six hundred sixty three feet (2663') of road and drainage improvements within the City of McAllen and prepare any necessary plans, specifications to McAllen design standards. Provided however the 2663 linear feet road portion of the Project shall consist of a twenty-eight feet in width of caliche base and twenty four feet in width of asphalt. County shall also prepare any right of way maps for completion of the 2663 feet of road and drainage improvements. Plans and Specifications shall be submitted to McAllen for approval 30 days before advertising for bids.
3. McAllen agrees to contribute to County for the use of the equipment and personnel for the construction of the Project as described the sum of Four Hundred Ninety One Thousand and Five Hundred Seventy Eight and no/100ths Dollars (\$491,578.00). Any amount of actual cost for McAllen portion of the Project in excess of \$491,578.00 shall not be the responsibility of McAllen. McAllen shall provide inspectors for construction materials testing and such other inspectors as McAllen may desire at McAllen's sole cost and expense to ensure that construction meets McAllen standards. McAllen does further consent to County performing such road and drainage improvements within the jurisdiction of McAllen.
4. ECISD shall retain at ECISD's sole cost and expenses a competent engineering firm to design the road and drainage improvements and canal siphon construction from the eastern municipal line of the City of McAllen to the east side of the existing Hidalgo County Irrigation District No. 1 canal crossing Mile 17½ Road being approximately eight hundred feet (800') of the road for the ECISD portion of the Project (the "ECISD Portion"). ECISD further agrees to reimburse Drainage District at Drainage District's cost for all expenses incurred by Drainage District in the preparation of bids and all expenses incurred by Drainage District from the successful bidder to construct the canal siphon and 800' feet of road construction including the 200 feet road crossing the Hidalgo County Irrigation District # 1 canal right of

way in the ECISD Portion and from the west 200 foot of the road crossing the Hidalgo County Irrigation District 1 and continuing west along Mile 17½ Road six hundred feet to the eastern municipal limits of the City of McAllen on Mile 17½ Road. ECISD agrees to make such payments to Drainage District within thirty (30) days of receipt of invoice(s) from Drainage District. Such reimbursement by ECISD to Drainage District for such equipment, personnel and materials and the canal siphon construction is estimated to be approximately Four Hundred Sixty Four Thousand Three Hundred Forty Five and no/100ths Dollars (\$464,345.00). Regardless of such estimate, ECISD agrees to reimburse the actual costs of Drainage District as shown by invoice(s) of Drainage District to ECISD for all construction by Drainage District or by Drainage District's contractor(s) described in this numbered paragraph 4. Drainage District shall construct the two hundred foot road, described in this numbered paragraph 4, the drainage improvements, as described in this numbered paragraph 4 and the canal siphon within the ECISD Portion.

5. INTENTIONALLY DELETED.
6. Drainage District shall provide at Drainage District's sole cost and expense all sixty inch drainage storm sewer pipe for the Project.
7. Upon final completion of construction of the Project, McAllen, County and Drainage District agree to repair and maintain only those improvements located within the respective jurisdiction of the County, McAllen and Drainage District. Such repair and maintenance shall be done in accordance with the same standards McAllen, County and Drainage District would normally use to repair and/or maintain any improvements of similar nature located within their respective jurisdiction.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by all parties hereto, and not otherwise.
11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to ECISD: Edinburg Consolidated Independent School District
Attn: Dr. Rene Gutierrez, Superintendent of Schools
411 N. 8th St.
Edinburg, Texas 78540

If to County: County of Hidalgo
Attention: County Judge
P.O. Box 758
Edinburg TX 78540-0758

If to McAllen: City of McAllen
Attn: Mayor Jim Darling
1300 Houston Street/ P. O. Box 220
McAllen, Texas 78505

If to Drainage
District: Hidalgo County Drainage District No. 1
Attn: Godfrey Garza
900 N. Doolittle Road
Edinburg, Texas 78539

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.
21. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

EDINBURG CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

Juan "Sonny" Palacios, President, Board of
Trustees

ATTEST:

Jaime R. Solis, Secretary, Board of Trustees

CITY OF McALLEN, TEXAS

By: _____
Jim Darling, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1

By: _____
Ramon Garcia, Chair, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to desire to assist, Edinburg Consolidated Independent School District, (“ECISD”), the City of McAllen (“McAllen”) and Hidalgo County Drainage District No.1 (“Drainage District”) with respect to certain road and drainage improvements to 17½ Road, Hidalgo County has determined that it will receive a benefit from the infrastructure improvements and has agreed to assist ECISD, McAllen and Drainage District through an Interlocal Cooperation Agreement to be entered into with ECISD and the Drainage District, and Hidalgo County.

By vote on _____ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-43860

7.

DRAINAGE DISTRICT

Meeting Date: 04/02/2014

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to purchase uniforms through the District's membership with National Joint Powers Alliance (NJPA) Contract No. 012111-UFC.

2013 BOND SERIES

B.) Requesting approval of Supplemental Agreement No. 1 to 2012 Bond Referendum Rural Drainage Development Program - Pct. 2 Agreement for Professional Engineering Services with R. Gutierrez Engineering, Corp. as it relates to Construction Material Testing.

C.) Requesting approval of Work Authorization No. 3 from R. Gutierrez Engineering, Corp in the amount of \$11,328.08 as it relates to Construction Material Testing for Pct. 2 Rural Drainage Projects.

BACKGROUND

Attachments

WA No.3 R. Gutierrez

SA No. 1 R. Gutierrez

Unifirst Quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/28/2014 03:53 PM
Final Approval	Monica Badillo	03/28/2014 03:57 PM
Form Started By: Jaime Salazar		Started On: 03/28/2014 03:15 PM
	Final Approval Date: 03/28/2014	

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the "**Owner**", and **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this **Work Authorization** is for the **Engineer** to provide for the necessary Construction Materials Testing for the proposed drainage improvements at two rural development locations. The two locations are:

1) the **Northside Village / Hidden Valley Estates Subdivision Area**.

The improvements at this location will also provide drainage relief to an area from Cesar Chavez Rd on the west, Alamo Rd on the east, 0.25 mi. south of Sioux Rd on the south, and 0.25 mi. north of Eldora Rd on the north; and

2) the **Minnesota Meadows / Seminole Valley Subdivisions Area**.

The improvements at this location will also provide drainage relief to an area from Cesar Chavez Rd on the west, Alamo Rd on the east, 0.25 miles south of Nolana Loop on the south, and Owassa Rd on the north.

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 \$11,328.08. This amount is based upon the costs outlined in the Fee Breakdown 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 5 of the Agreement.

PART 4. FUNDING

This **Work Authorization No. 2** shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

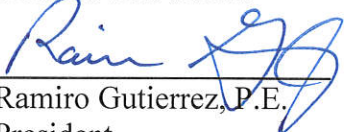
Acknowledgement and confirmation by _____ as to content and detail of this **Work Authorization No. 2**.

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This **Work Authorization** is hereby accepted, approved by the **Hidalgo County Drainage District No. 1** and **R. Gutierrez Engineering Corporation** as indicated below and effective as of ____ day of April, 2013.

THE ENGINEER:


Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation

THE OWNER:

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

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

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** -Fee Breakdown
- EXHIBIT D1** -Engineer's Contract Rates
- EXHIBIT F** -Supplemental Agreement Form

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:

- (1) Construction Materials Observation and Testing Services.

EXHIBIT "C"
WORK SCHEDULE

	2014										2015		
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
Northside Village / Hidden Valley Estates & Seminole Valley / Minnesota Meadows													
Construction Materials Testing													

RURAL DEVELOPMENT DRAINAGE
IMPROVEMENTS PROJECTS - PCT 2

Work Authorization No. 3

Project	Est Const Cost	Engineering Fee - 7.5% (Basic Services)	Surveying Fee - 1.5% & Special Services
Northside Village / Hidden Valley Estates Subd	\$562,413.00	\$0.00	\$0.00
Seminole Valley / Minnesota Meadows Subd	\$1,408,522.80	\$0.00	\$0.00
Right-of-Way Surveying (8 Parcels)			\$0.00
Geotechnical Investigation (Sub-Consultant)			\$0.00
Construction Materials Testing (Sub-Consultant)			\$11,328.08
Sub-Total	\$1,970,935.80	\$0.00	\$11,328.08
FEE GRAND TOTAL			\$11,328.08
TASK DESCRIPTION	% Fee	RGEC Fee	Sub-Consultant Fee
Basic Services			
PHASE I - DATA COLLECTION	15%	\$0.00	
PHASE II - PRELIM ENGINEERING & DESIGN	15%	\$0.00	
PHASE III - FINAL DESIGN	50%	\$0.00	
PHASE IV - CONSTRUCTION	20%	\$0.00	
PHASE V - QA/QC		\$0.00	
PHASE VI - SPECIAL SERVICES		\$0.00	
SUB-TOTAL	100%	\$0.00	
Special Services			
TOPOGRAPHIC SURVEYING		\$0.00	
RIGHT-OF-WAY SURVEYING		\$0.00	
GEOTECHNICAL INVESTIGATION			\$0.00
CONSTRUCTION MATERIALS TESTING			\$11,328.08
TOTAL FEE		\$0.00	\$11,328.08

NOTE: FULL-TIME INSPECTION IS NOT INCLUDED IN FEE PROPOSAL

EXHIBIT "D1"

ENGINEER'S CONTRACT RATES



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:	Principal.....	\$250/hour
	Professional	\$200/hour
	Auto Cad Operator.....	\$110/hour
	Technical/Clerical/Administrative	\$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



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 **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 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____.

THE ENGINEER:

Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation

THE OWNER:

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

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 Cost Proposal
- EXHIBIT D1** -**Engineer**'s Contract Rates



Proposal No.: PMD14-021-00
February 18, 2014

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

Mr. Ramiro Gutierrez, President
R. Gutierrez Engineering Corporation
130 East Park
Pharr, Texas 78577

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

**RE: Construction Materials Observation and Testing Services
Hidden Valley / Northside Village Subdivision Area Drainage Improvements
Hidalgo County Drainage District No. 1
Alamo, Hidalgo County, Texas**

Dear Mr. Gutierrez:

Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for the Hidden Valley Subdivision is\$ **4,646.40**.

Our opinion of probable cost of services for the Northside Village Subdivision is \$ **6,681.68**.

Our opinion of probable cost of services for this project is\$**11,328.08**.

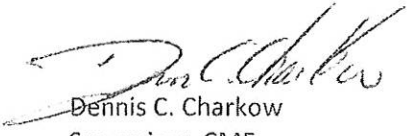
Our proposed scope of services and estimated item quantities are based upon our interpretation of the project drawings and specifications received from Mr. Hernan Lugo, P.E., Project Manager with R. Gutierrez Engineering Corporation, the project's civil engineering firm, on Friday, February 14, 2014, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by RKCI.

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.



Dennis C. Charkow
Supervisor, CME

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Date _____

Copies submitted: Above (1) Email
CC: Mr. Hernan Lugo, P.E., Project Manager with R. Gutierrez Engineering Corporation



BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip) _____ 1.00 /hour(s)

Vehicle Trip Charge _____ \$ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you **CLIENT** apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the **CLIENT**. **RKCI** will invoice these tests separately to allow **CLIENT** to segregate the charges from our normal charges. This will allow **CLIENT** to back charge the general contractor as necessary. **CLIENT** will be responsible for payment of all services rendered by **RKCI** for the project.
8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Northside Village Subdivision Area Drainage Improvements
Hidalgo County Drainage District No. 1
Alamo, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	\$214.75	each	2	\$429.50
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$78.25	each	2	\$156.50
3. Sieve Analysis -200	\$53.00	each	1	\$53.00
4. Sieve Analysis - Flexible Base Material	\$53.00	each	1	\$53.00
5. Technician Time Sampling	\$46.00	hour	4	\$184.00
6. Field Density Test - Utility Backfill	\$19.75	each	55	\$1,086.25
7. Technician Time - Density Testing - Utility Backfill	\$46.00	hour	38	\$1,748.00
8. Vehicle Travel Charge	\$45.00	trip	22	\$990.00
Subtotal				\$4,700.25
Concrete:				
1. Concrete Compressive Strength Tests	\$14.50	each	10	\$145.00
2. Technician Time - Concrete Testing	\$46.00	hour	4	\$184.00
3. Air Content of Concrete	\$27.00	each	2	\$54.00
4. Technician Time - Pick-Up of Specimen(s)	\$46.00	hour	4	\$184.00
5. Vehicle Travel Charge	\$45.00	trip	4	\$180.00
Subtotal				\$747.00
Asphalt:				
1. Asphaltic Concrete Laydown Observation	\$55.00	hour	4	\$220.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$265.00	each	1	\$265.00
3. Maximum Theoretical Specific Gravity of Asphalt	\$97.00	each	1	\$97.00
4. Vehicle Travel Charge	\$45.00	trip	1	\$45.00
Subtotal				\$627.00
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$607.43
Subtotal				\$607.43
GRAND TOTAL				\$6,681.68



CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidden Valley Subdivision Area Drainage Improvements
Hidalgo County Drainage District No. 1
Alamo, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	\$214.75	each	2	\$429.50
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$78.25	each	2	\$156.50
3. Sieve Analysis -200	\$53.00	each	2	\$106.00
4. Sieve Analysis - Flexible Base Material	\$53.00	each	1	\$53.00
5. Technician Time Sampling	\$46.00	hour	4	\$184.00
6. Field Density Test - Utility Backfill	\$19.75	each	32	\$632.00
7. Technician Time - Density Testing - Utility Backfill	\$46.00	hour	26	\$1,196.00
8. Vehicle Travel Charge	\$45.00	trip	16	\$720.00
Subtotal				\$3,477.00
Concrete:				
1. Concrete Compressive Strength Tests	\$14.50	each	10	\$145.00
2. Technician Time - Concrete Testing	\$46.00	hour	4	\$184.00
3. Air Content of Concrete	\$27.00	each	2	\$54.00
4. Technician Time - Pick-Up of Specimen(s)	\$46.00	hour	4	\$184.00
5. Vehicle Travel Charge	\$45.00	trip	4	\$180.00
Subtotal				\$747.00
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$422.40
Subtotal				\$422.40
GRAND TOTAL				\$4,646.40



PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ Purchase Order No.: _____

Invoicing Information: Company Name: _____

Address: _____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____





STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous



materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
14. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid by others. In



addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



EXHIBIT "F"

**SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8, Supplemental Agreements, 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 the Agreement on the 30th day of April, concerning **Engineering** for the "**2012 Bond Referendum Rural Drainage Development Program – Pct. 2**" (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, (Supplemental Agreements), establishes that this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**; and

WHEREAS, it has become necessary to amend the contract to include contract rates for the construction materials testing firm.

A. AGREEMENT


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

- I. Exhibit D of the Agreement, (Fee Breakdown), is revised to include the construction materials testing services for the project. Said fee breakdown is included in Exhibit D of this Supplemental Agreement.
- II. Exhibit D1 of the Agreement, (Engineer's Contract Rates), is revised to include contract rates for the sub-consultant performing the construction materials testing services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement.

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____.

THE ENGINEER:



Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation

THE OWNER:

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

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

By: _____

ATTACHMENTS:

EXHIBIT D1 -Engineer's Contract Rates

RURAL DEVELOPMENT DRAINAGE
IMPROVEMENTS PROJECTS - PCT 2

Project	Est Const Cost	Engineering Fee - 7.5% (Basic Services)	Surveying Fee - 1.5% & Special Services
Northside Village / Hidden Valley Estates Subd	\$562,413.00	\$42,180.98	\$8,436.20
Seminole Valley / Minnesota Meadows Subd	\$1,408,522.80	\$105,639.21	\$21,127.84
Right-of-Way Surveying (8 Parcels)			\$22,000.00
Geotechnical Engineering (Sub-Consultant)			\$9,200.00
Construction Materials Testing (Sub-Consultant)			\$11,328.08
Sub-Total	\$1,970,935.80	\$147,820.19	\$72,092.12
FEE GRAND TOTAL			\$219,912.30
TASK DESCRIPTION	% Fee	RGEC Fee	Sub-Consultant Fee
Basic Services			
PHASE I - DATA COLLECTION	15%	\$22,173.03	
PHASE II - PRELIM ENGINEERING & DESIGN	15%	\$22,173.03	
PHASE III - FINAL DESIGN	50%	\$73,910.09	
PHASE IV - CONSTRUCTION	20%	\$29,564.04	
PHASE V - QA/QC		\$0.00	
PHASE VI - SPECIAL SERVICES		\$0.00	
SUB-TOTAL	100%	\$147,820.19	
Special Services			
TOPOGRAPHIC SURVEYING		\$29,564.04	
RIGHT-OF-WAY SURVEYING		\$22,000.00	
GEOTECHNICAL ENGINEERING			\$9,200.00
CONSTRUCTION MATERIALS TESTING			\$11,328.08
TOTAL FEE		\$199,384.22	\$20,528.08

NOTE: FULL-TIME INSPECTION NOT INCLUDED IN FEE PROPOSAL

EXHIBIT "D1"

ENGINEER'S CONTRACT RATES



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL: Principal.....	\$250/hour
Professional	\$200/hour
Auto Cad Operator.....	\$110/hour
Technical/Clerical/Administrative	\$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



March 26, 2014

Uniform Service Proposal For

HCDD #1



515 E Beech Ave. McAllen, Tx

Direct Sale * NJPA # 012111-UFC *

UniFirst Code	Item Description	Total Sets	Total Pcs. Qty	Unit Rate	Weekly Total
0111	Oxford Shirt LS	6	6	\$ 14.22	\$ 85.32
0202	65/35 Shirt SS	6	6	\$ 10.65	\$ 63.90
1091	Denim Jeans	6	12	\$ 15.55	\$ 186.60
	Custom Direct Embroidery		6	\$ 4.50	\$ 27.00
	Company Emblem		6	\$ 3.50	\$ 21.00
	Name Emblem		6	\$ 0.50	\$ 3.00
Wearer Group A Weekly Per Person Total					\$ 386.82

Proposed pricing effective for 30 days from date at top of page

UniFirst Sales Representative

Fred Zuniga

956-227-0721

Thank you for the opportunity to earn your business!

Home > National Cooperative Contract Solutions > General > UniFirst Corporation



UniFirst Corporation



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Kurt Nussle

Direct Phone: 888-851-2474 ext.

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Kurt_Nussle@unifirst.com

www.unifirst.com

Contract#: 012111-UFC

Category: General

Sub Category: Footwear & Uniforms

Description: UniFirst's NJPA contract is the answer to your uniform and facility services needs. UniFirst offers a comprehensive uniform program which includes weekly laundering and free shirt pressing at an average cost of \$5 per employee weekly. On average, NJPA members can expect savings of 20-30% compared to local contracts, additionally, you'll receive free emblems and garment preparation charges at the time of installation as well as 25% off catalog pricing for all Direct Sale Catalog purchases.

Maturity Date: 02/24/2015

UniFirst has over 200 local service centers and serves over 225,000 customer locations throughout the United States and Canada. Our 10,000 employees, known as Team partners, provide superior quality occupational garments, career apparel, imagewear programs, and Facility Service programs to businesses and organizations of all sizes in virtually all industries. UniFirst specializes in helping our customers reduce their costs while improving their health, safety, and image. Our service programs are customized to fit the unique needs of your business, staff, and facility.