



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
April 15, 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-44055** Discussion, consideration and approval of the submittal of application to the TWDB for matching funds grant not to exceed the amount of \$3,000,000.00 from funds made available through SB1, 83rd Legislature, to be used for construction of water reuse, aquifer storage and recovery, or any other demonstration projects.
5. **AI-44081** District Administration:
 - A. Approval of the creation of slot#15-Budget Officer and set salary in the amount of \$53,000.00
 - B. Approval of Budget Amendment to fund new Budget Officer Salary and Fringes.
 - C. Approval of District's revised Salary Schedules.
6. **AI-44028**
 - A. Discussion, consideration and clarification on revised financial related Administration positions as per the action taken by the Board of the Hidalgo County Drainage District No. 1 at the meeting of 03/11/2014.
 - B. Approval of modified administration staff for the accounting group.
 - C. Approval of revised organizational chart
7. **AI-44061**
 - A.) Requesting approval to renew Oracle Premier Support for GIS Systems through the District's membership with Department of Information Resources Oracle Contract No. DIR-SDD-1695.
 - B.) Requesting approval to final negotiated Agreement for Professional Engineering Services with R. Gutierrez Engineering Corporation as it relates to "Assessment and Repair of Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road". Approved for negotiations by the Hidalgo County Board of Directors on March 18, 2014.

C.) Requesting approval of Work Authorization No. 1 with R. Gutierrez Engineering Corporation in the amount of \$22,611.00 for Professional Engineering Services field assessment and repair recommendations to burnt area on the Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road".

8. **AI-44065** **A. Maintenance & Operations:**
Request Approval of Application for Payment No. 2 in the amount of \$35,424.00 from Texas Cordia Construction, LLC. related to Contract No. HCDD1-13-014-11-26 Alamo Expressway Drain/Border Crossings Improvements.
- B. 2013 Bond Series-Payments:**
- 1.-Request Approval of Application of Payment No. 1 in the amount of \$89,677.62 from Rojas Construction & Paving, LLC related to Contract No. HCDD1-14-001-01-21 Pct.2 Rural Drainage Development -Northside Village/Hidden Valley Subd Area Drainage Improvements from Agreement for Professional Engineering Services for the 2012 Bond Referendum Rural Drainage Development Program Pct. 2.
- 2.-Request Approval of Application of Payment No. 2 in the amount of \$317,090.53 from Rojas Construction & Paving, LLC related to Contract No. HCDD1-14-001-01-21 Pct.2 Rural Drainage Development -Northside Village/Hidden Valley Subd Area Drainage Improvements from Agreement for Professional Engineering Services for the 2012 Bond Referendum Rural Drainage Development Program Pct. 2, with authority for District to issue check after review, audit and processing procedures are complete.
- 3.-Request Approval of Estimate No. 3 in the amount of \$689,373.75 from IPR South Central, LLC related to Contract No. TP07-13 through District's membership with HGAC-Buy Member No. 07-149 approved by Board on 11-12-2013 for the Construction of the Rado Drain ReRoute Rehabilitation Project from Agreement.
9. **AI-44073** **A.** Request Budget amendment from the District General Fund in the amount of \$50,000 for the the payment of judgements and damages associated to the claim of Dannenbaum Engineering Company L.L.C.
- B.** Request approval of payment and the issuance of a manual check in the amount of \$ 50,000 to Dannenbaum Engineering Company L.L.C. for the settlement agreement associated with Corporate Sponsorship approved by the Board of Directors on _____.
- 2008 Bond Series:
- C.** Request approval of a budget amendment from the Un-reserve Fund Balance of the 2008 Bond Series in the amount of \$653,000. This amendment is needed for the payment of Engineering Cost to Dannenbuam Engineering related to the (Work Authorizations 1 through 14) Levee only and DHS wall segments projects and is for the final settlement agreement and general release. Agreement was approved by the Board of Directors on

April 8, 2014.

D. Request approval of Payment and the issuance of a manual check in the amount \$ _____ for the above mentioned settlement agreement associated with the Final Completion of the Levee only and DHS levee wall segments.

10. AI-44072 2013 Bond Series:

Approval of Supplemental Agreement No. 2 to Agreement for Professional Services Services for the Pct.1-2012 Bond Referendum Improvement Projects.

11. AI-44078 A. Authority to publish a Request for Qualifications pursuant to Texas Water Code, Chapter 49, Section .057(d), for the engagement of an attorney for the review of the agreement between Hidalgo County Drainage District #1 and Integ Corporation with said engagement to follow the procedures provided in Subchapter A, Chapter 2254, Government Code (Professional Services Procurement Act);

B. Approval of scope of services to include, but not limited to, conduct an investigation into the issues of payment of \$3,735,000.00 to Integ Corporation for construction management of Hidalgo County Drainage District #1 Master Drainage Plan Phase II projects and upon completion, prepare and provide a report to the Hidalgo County Drainage District #1 Board of Directors with RFQ packet to be drafted and presented to Board for approval when completed with the following:

1. Attorneys licensed in the State of Texas
2. 20+yrs. of experience with extensive knowledge in contract law/litigation
3. Term of engagement
4. Research, review and report to Board of Directors due within 30 days after engagement and receipt of purchase order

12. 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**

13. Open Session:

- A. Real Estate Acquisition**
- B. Pending and/or Potential Litigation**

14. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed
15. **Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed
16. **Adjourn**

AI-44055

4.

DRAINAGE DISTRICT

Meeting Date: 04/15/2014

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion, consideration and approval of the submittal of application to the TWDB for matching funds grant not to exceed the amount of \$3,000,000.00 from funds made available through SB1, 83rd Legislature , to be use for construction of water reuse, aquifer storage and recovery, or any other demonstration projects.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/10/2014 04:28 PM
Final Approval	Monica Badillo	04/11/2014 05:27 PM
Form Started By: Sylvia Sanchez		Started On: 04/10/2014 04:03 PM
	Final Approval Date: 04/11/2014	

AI-44081

5.

DRAINAGE DISTRICT

Meeting Date: 04/15/2014

Submitted For: Lora Briones

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

District Administration:

- A. Approval of the creation of slot#15-Budget Officer and set salary in the amount of \$53,000.00
- B. Approval of Budget Amendment to fund new Budget Officer Salary and Fringes.
- C. Approval of District's revised Salary Schedules.

BACKGROUND

Attachments

5b

5c

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/11/2014 05:01 PM
Final Approval	Monica Badillo	04/11/2014 05:27 PM
Form Started By: Claudette Guerrero		Started On: 04/11/2014 04:48 PM
	Final Approval Date: 04/11/2014	

HIDALGO COUNTY DRAINAGE DISTRICT #1			
CURRENT ADMINISTRATIVE - EMPLOYEES			
2014 BUDGETED SALARIES ACCOUNT NUMBER -- 110-415-003			
SLOT #	CLASSIFICATION	2013 SALARY	CURRENT 2014 SALARY
1	FINANCIAL OFFICER	79,512.28	79,512.28
2	CONTRACTS MANAGER/ACCOUNTS PAYABLE CLERK	39,601.75	39,601.75
3	ACCOUNTING CLERK	32,869.71	32,869.71
4	ACCOUNTANT FOR PAYROLL	43,594.51	43,594.51
5	ACCOUNTANT for FUNDS	47,694.15	47,694.15
6	GIS OPERATOR	55,140.28	55,140.28
7	CUSTODIAN	22,101.70	22,101.70
8	SECRETARY	40,022.50	40,022.50
9	BUYER	56,142.83	56,142.83
10	HYDRAULIC ENGINEER	64,890.00	70,000.00
11	DISTRICT ADMINISTRATIVE ASSISTANT	70,677.58	70,677.58
12	CLERK	23,690.00	23,690.00
13	INFORMATION TECHNOLOGY TECHNICIAN	41,200.00	41,200.00
14	ADMINISTRATIVE CLERK	37,142.11	37,142.11
15	BUDGET OFFICER	-	53,000.00
		654,279.40	712,389.40

AI-44028

6.

DRAINAGE DISTRICT

Meeting Date: 04/15/2014

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Discussion, consideration and clarification on revised financial related Administration positions as per the action taken by the Board of the Hidalgo County Drainage District No. 1 at the meeting of 03/11/2014.

B. Approval of modified administration staff for the accounting group.

C. Approval of revised organizational chart

BACKGROUND

Attachments

6b

6c

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/10/2014 11:40 AM
Final Approval	Monica Badillo	04/11/2014 05:27 PM
Form Started By: Sylvia Sanchez		Started On: 04/09/2014 03:36 PM
	Final Approval Date: 04/11/2014	

HIDALGO COUNTY DRAINAGE DISTRICT #1 CURRENT ADMINISTRATIVE - STAFF 2014 BUDGETED SALARIES ACCOUNT NUMBER -- 110-415-003		
SLOT #	CLASSIFICATION	CURRENT 2014 SALARY
1	FINANCIAL OFFICER	79,512.28
2	CONTRACTS MANAGER/ACCOUNTS PAYABLE CLERK	39,601.75
3	ACCOUNTING CLERK	32,869.71
4	ACCOUNTANT FOR PAYROLL	43,594.51
5	ACCOUNTANT for FUNDS	47,694.15
6	GIS OPERATOR	55,140.28
7	CUSTODIAN	22,101.70
8	SECRETARY	40,022.50
9	BUYER	56,142.83
10	HYDRAULIC ENGINEER	70,000.00
11	DISTRICT ADMINISTRATIVE ASSISTANT	70,677.58
12	CLERK	23,690.00
13	INFORMATION TECHNOLOGY TECHNICIAN	41,200.00
14	ADMINISTRATIVE CLERK	37,142.11
15	BUDGET OFFICER	53,000.00
		712,389.40

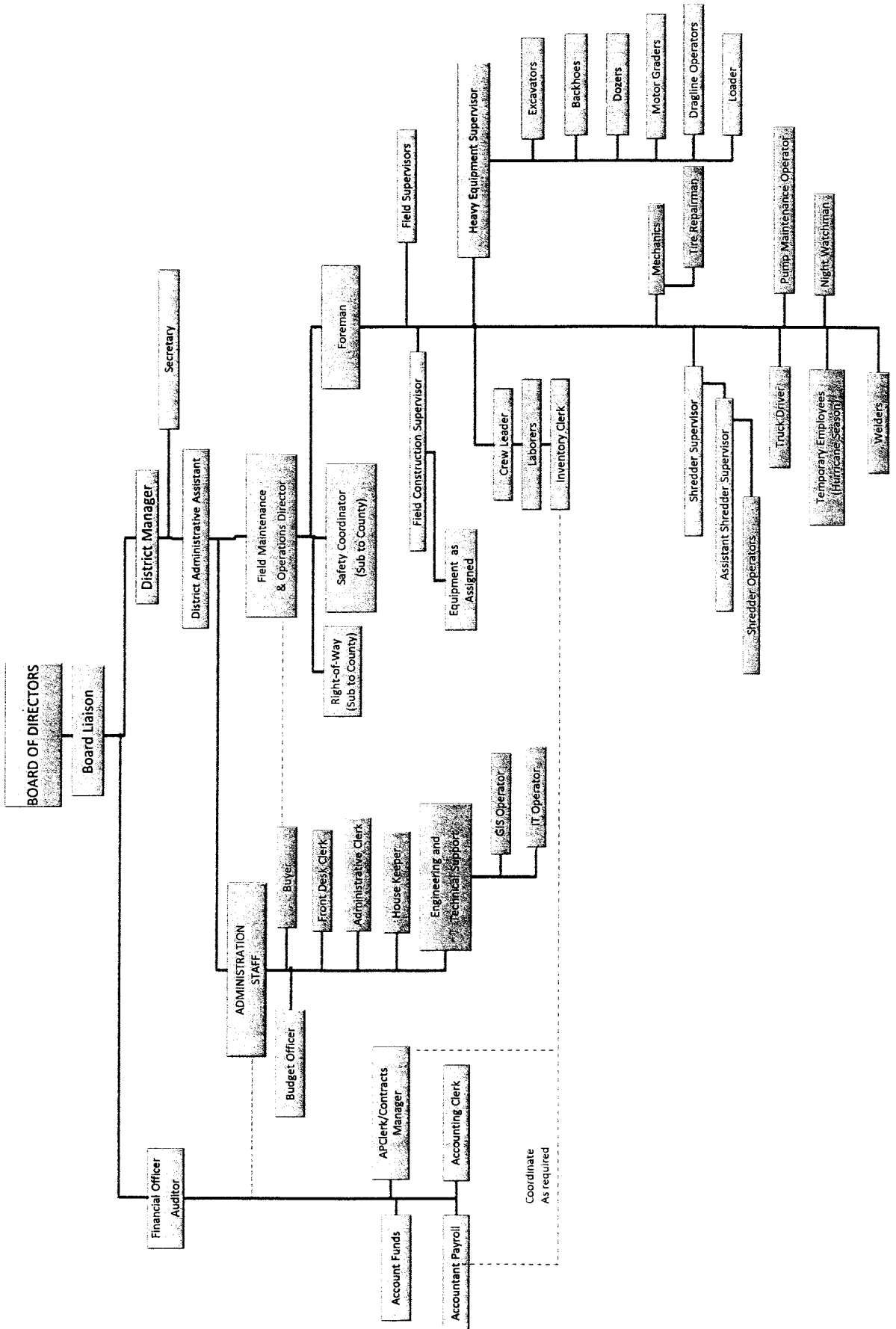
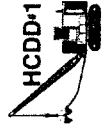
MODIFIED ADMINISTRATIVE STAFF FOR THE ACCOUNTING GROUP 2014 BUDGETED SALARIES ACCOUNT NUMBER -- 110-415-003			
	SLOT #	CLASSIFICATION	CURRENT 2014 SALARY
	1	FINANCIAL OFFICER	79,512.28
	2	CONTRACTS MANAGER/ACCOUNTS PAYABLE CLERK	39,601.75
	3	ACCOUNTING CLERK	32,869.71
	4	ACCOUNTANT for PAYROLL	43,594.51
	5	ACCOUNTANT for FUNDS	47,694.15
			243,272.40

REVISED SALARY SCHEDULE FOR THE DISTRICT ADMINISTRATION MODIFIED JOINT STAFFING DUTIES THAT WILL WORK JOINTLY WITH ACCOUNTING GROUP 2014 BUDGETED SALARIES ACCOUNT NUMBER -- 110-415-003			
	SLOT #	CLASSIFICATION	CURRENT 2014 SALARY
1	6	GIS OPERATOR	55,140.28
2	7	CUSTODIAN	22,101.70
3	9	BUYER	56,142.83
4	13	INFORMATION TECHNOLOGY TECHNICIAN	41,200.00
5	12	CLERK	23,690.00
6	14	ADMINISTRATIVE CLERK	37,142.11
7	8	SECRETARY	40,022.50
8	10	HYDRAULIC ENGINEER	70,000.00
9	11	DISTRICT ADMINISTRATIVE ASSISTANT	70,677.58
10	15	BUDGET OFFICER	53,000.00
			469,117.00

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

ORGANIZATIONAL CHART

As of March 2014



* These positions may be assigned to Supervisors as required.

AI-44061

7.

DRAINAGE DISTRICT

Meeting Date: 04/15/2014

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to renew Oracle Premier Support for GIS Systems through the District's membership with Department of Information Resources Oracle Contract No. DIR-SDD-1695.

B.) Requesting approval to final negotiated Agreement for Professional Engineering Services with R. Gutierrez Engineering Corporation as it relates to "Assessment and Repair of Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road". Approved for negotiations by the Hidalgo County Board of Directors on March 18, 2014.

C.) Requesting approval of Work Authorization No. 1 with R. Gutierrez Engineering Corporation in the amount of \$22,611.00 for Professional Engineering Services field assessment and repair recommendations to burnt area on the Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road".

BACKGROUND

Attachments

R. Gutierrez Agreement

R. Gutierrez Work Auth No.1

Sigma Solutions / Oracle

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/11/2014 02:37 PM
Final Approval	Monica Badillo	04/11/2014 05:27 PM
Form Started By: Jaime Salazar		Started On: 04/11/2014 09:23 AM
	Final Approval Date: 04/11/2014	

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the “**Owner**”, and **R. GUTIERREZ ENGINEERING CORPORATION** professional **Engineers**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for the “**Assessment and Repair of Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road**” hereinafter referred to as the “**Project**”.

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

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

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

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

professional management and **Engineering** services identified in **EXHIBIT “B”- Services to Provided by the Engineer, attached hereto and made a part of this agreement.**

I. General Contract Management (hereinafter referred to as “GCM”). For GCM, the primary role of the **Engineer** will be to perform professional management services. The **Engineer** as GCM manager, shall direct all tasks required by the project team (hereinafter referred to as “**Project Team**” and identified in the organizational chart shown in **EXHIBIT “B2”-Project Team**, attached hereto), consisting of various subconsultants, in the development of the project. As GCM manager, the **Engineer** shall organize and manage the project team, including:

assigning the various **Engineering** work tasks; directing and controlling the work; planning, conducting, and documenting internal and external meetings; establishing policy, procedures, and quality assurance; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary **Engineering**, final design, and construction of the project.

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

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

(A) **Preliminary Engineering.** As identified in **EXHIBIT “A”**, attached hereto, the **Owner** shall provide to the **Engineer** any available relevant data the **Owner** may have on file

concerning the project for the **Engineer** to review. The **Engineer** will indicate of any errors and omissions and corrections needed as a basis for the final design of the project. The **Engineer** will prepare a report, hereinafter referred to as the “**Preliminary Engineering Report**”. The “**Preliminary Engineering Report**” will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost estimates and to set forth clearly the **Engineer**’s recommendations for the final design of the project. The **Engineer**’s recommendations for the final design of the project shall meet all federal, state and county permitting requirements.

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

(C) Construction. The **Engineer** will provide construction phase **Engineering** services for each phase of construction of the project that is authorized and funded by the **Owner** for construction. The steps or sequence for the professional management and **Engineering** services outlined for the scope of work above, and more particularly identified in **EXHIBIT “B”**, attached hereto, may be performed concurrently by the **Engineer**, if approved by the **Owner**.

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

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

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

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

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

3.1 Termination Date. This Agreement shall terminate on **April 15, 2017** (hereinafter referred to as the “**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

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

shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

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

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

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

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

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

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

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

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

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

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

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

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

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

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

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

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

5.1 Basic Services. For and in consideration of the Basic Services to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in EXHIBIT “B”, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for Basic Services, subject to adjustment in accordance

with Article 6.1 herein, is equal to eight and a half percent (8.5%) of the construction cost of the Project, as mutually-agreed between the Owner and the Engineer and more particularly defined in Article 6.1 herein, (hereinafter referred to as the “Basic Services Fee”), plus up to an additional one-half percent (0.5%) if the Engineer furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in EXHIBIT “D2”

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

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of “**Project**” site **Engineer**, resident **Engineer** and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the “**Project**”.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

5.3 Incentives. The **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer**, as

more particularly identified in **EXHIBIT “B”** (under Funding Sources), attached hereto, for obtaining funding from potential funding sources for the **Project**. This incentive is stated in **Exhibit “D2”-Funding Source Incentive**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for meeting the incentive requirements will be made by the **Owner**, upon presentation of the **Request for Payment** by the **Engineer** in accordance with the terms and provisions of Article 6 hereof.

ARTICLE 6. Method of Payment.

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

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

(1) Construction Cost-An estimated construction cost will be developed for each phase of the project, and be updated throughout engineering (advance planning, final design and plans and specifications) development. A construction cost will be mutually agreed between the Owner and the Engineer in writing at the time of submittal of the final plans and specifications to the Owner (the “Final Estimated Construction Cost”). A fee will be calculated as eight and a half percent (8.5%) of the Final Estimated Construction Cost (“Preliminary Basic Services Fee”). After the project is constructed, and the final construction cost of the project is determined, the Preliminary Basic Services Fee will be adjusted no more than plus or minus ten percent (+/-10%) as follows:

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

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

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

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

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

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

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer’s** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer’s** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the “**Project**” for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer’s** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer’s** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer’s** services.

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

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the "**Project**", as required through the course of the development to the "**Project**". The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates

established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

10.4 Reduction of "Project" Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the "**Project**" to enable it to reduce the construction cost of the "**Project**" to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to

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

ARTICLE 11. Ownership and Release of Documents.

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

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

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

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

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

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other

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

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

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

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

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

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

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

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved

of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the “**Project**” has been completed.

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer’s** experience and abilities with respect to performing the **Engineer’s** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer’s** best efforts, skill, judgment and abilities to design the “**Project**” and to further the interests of the **Owner** in accordance with the **Owner’s** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as “**PS&E**”) are identified in this Agreement under Article 2 hereof or **EXHIBIT “B”**, attached hereto, as part of the services to be provided by the **Engineer** for the “**Project**”, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the “**Project**”, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer’s** services.

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

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

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the "**Project**", the **Engineer** represents, covenants and agrees that the **PS&E** of the "**Project**" will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the "**Project**" will conform to its foreseeable use as a "**Project**" with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the "**Project**"; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the "**Project**" is designed; and the "**Project**" will be inspected in a workmanlike, professional manner and will be suitable for the "**Project**"'s intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in

any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the "**Project**", nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

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

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

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

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the "**Project**" when so instructed by the **Owner**. The **Engineer** certifies

that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitied**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the

Engineer or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

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

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

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in

limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

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

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

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

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees

of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

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

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

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

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

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

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

OWNER:	Hidalgo County Drainage District No. 1	ENGINEER:
	Attn: District Manager	R. Gutierrez Engineering Corporation
	902 N. Doolittle Rd	Attn: Ramiro Gutierrez
	Edinburg, TX 78542	130 E. Park
		Pharr, TX 78577

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the ____ day of _____, 2014.

ENGINEER:
R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Mr. Ramiro Gutierrez, P.E.
President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
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** -**Engineer's** Cost Proposal
- EXHIBIT D1** -**Engineer's** Contract Rates
- EXHIBIT E** -Work Authorization Form
- 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 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"

SERVICES TO BE PROVIDED BY THE ENGINEER

ASSESSMENT AND REPAIRS OF ALUMINUM STRUCTURAL PLATE ARCH AT THE MISSION INLET CROSSING ON MCCOLL ROAD

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:

Through services of a sub-consultant, provide professional engineering services for a field evaluation and assessment of damages to a burnt area on the aluminum structural plate arch and develop a plan for repairs of said burnt aluminum structural plate arch that is located at the Mission Inlet crossing with McColl Road.

The work will consist of providing a field evaluation of the burnt aluminum structural plate arch structure by:

- Taking laser shape readings and plotting the geometry of the burnt area against the design geometry to see if movement has taken place;
- Taking wall samples out of the structure to determine remaining wall thickness in burnt areas; and,
- To design an internal structural framework or reline that minimizes hydraulic interference to repair the damaged area.

Plans, Specifications and Estimate, Bidding & Construction Administration

Once a method of repair has been decided upon, the Engineer will prepare plans, specifications, estimate, bid documents for the work required to repair the aluminized structural plate arch, and provide construction administration services for the repair work.

ADDITIONAL SERVICES

Any items requested by the Owner that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by Owner.

EXHIBIT "C"

WORK SCHEDULE

EXHIBIT "D"

ENGINEER'S COST PROPOSAL

EXHIBIT "D1"
ENGINEER'S CONTRACT RATES

<u>Hourly Rates:</u>	<u>BASE</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
PRINCIPAL	\$104.07	\$294.42	\$309.14	\$324.60
PROJECT MANAGER	\$60.13	\$170.10	\$178.61	\$187.54
PROJECT ENGINEER V	\$50.74	\$143.55	\$150.73	\$158.27
R.P.L.S	\$48.07	\$136.00	\$142.80	\$149.94
PROJECT ENGINEER III	\$39.45	\$111.60	\$117.18	\$123.04
ENGINEER ASST III	\$30.06	\$85.05	\$89.30	\$93.77
G.P.S. SURVEY CREW	\$47.72	\$135.00	\$141.75	\$148.84
3 MAN SURVEY CREW	\$45.95	\$130.00	\$136.50	\$143.33
2 MAN SURVEY CREW	\$38.88	\$110.00	\$115.50	\$121.28
PARTY CHIEF	\$31.81	\$90.00	\$94.50	\$99.23
CADD/DESIGNER	\$27.76	\$78.52	\$82.45	\$86.57
CLERICAL	\$20.82	\$58.90	\$61.85	\$64.94

Overhead Rate: 146%

Profit Rate: 15%

Other Direct Expenses

Cost

Mileage	0.55/Mi
8 ½ x 11 Copies	1.00/Sheet
8 ½ x 14 Copies	1.25/Sheet
11 x 17 Copies	1.75/Sheet
11 x 17 Mylar	2.50/Sheet

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES CONTRACT # XX-XXX-XX-XX
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. 1

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

See Attached **Exhibit "B"** for detailed Scope of Services

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this **Work Authorization** is \$____. 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 5 of the Agreement.

PART 4. FUNDING

This **Work Authorization** No. __ 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. ___**.

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 _____, 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 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
- EXHIBIT F** -Supplemental Agreement Form

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

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

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 1

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 professional engineering services for the field assessment and repair recommendations to a burnt area on the aluminum structural plate arch the is located at the Mission Inlet crossing with McColl Road.

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 \$22,611 . 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 5 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

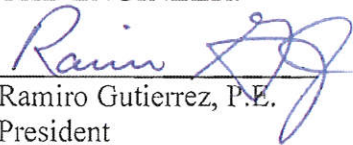
Acknowledgement and confirmation by _____ as to content and detail of this **Work Authorization No. 1**.

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 _____, 2014.

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** -**Engineer's** Cost Proposal
- 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"

Generalized Services to be Provided by the Engineer

"Assessment and Repairs of Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road"

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:

Through services of a sub-consultant, provide professional engineering services for a field evaluation and assessment of damages to a burnt area on the aluminum structural plate arch and develop a plan for repairs of said burnt aluminum structural plate arch that is located at the Mission Inlet crossing with McColl Road.

The work will consist of providing a field evaluation of the burnt aluminum structural plate arch structure by:

- Taking laser shape readings and plotting the geometry of the burnt area against the design geometry to see if movement has taken place;
- Taking wall samples out of the structure to determine remaining wall thickness in burnt areas; and,
- To design an internal structural framework or reline that minimizes hydraulic interference to repair the damaged area.

Plans, Specifications and Estimate, Bidding & Construction Administration

Once a method of repair has been decided upon, the Engineer will prepare plans, specifications, estimate, bid documents for the work required to repair the aluminized structural plate arch, and provide construction administration services for the repair work. **This work will be done as a supplement to this work authorization.**

ADDITIONAL SERVICES

Any items requested by the Owner that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2014												2015		
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR			
Assessment and Repairs of Aluminum Structural Plate Arch															
Assessment of Damages to Structure															
Determine Repair Method															
Develop Plans, Specification & Estimate															
Bidding & Awarding of Project															
Construction & Construction Administration															

EXHIBIT "D"

Cost Proposal

PRELIMINARY PROJECT COORDINATION SERVICES					
DIRECT LABOR:	Est. Hours		Contract Rate	Est. Cost	Totals
Principal	2		\$309.14	\$618	
Project Manager	5		\$178.61	\$893	
Project Engineer V	8		\$150.73	\$1,206	
Project Engineer III	8		\$117.18	\$937	
Engineer Assistant II	0		\$89.30	\$0	
CADD Operator	4		\$82.45	\$330	
Survey Crew	0		\$136.50	\$0	
Administrative/Clerical	2		\$61.85	\$124	
Sub-Total:					\$4,108
PRELIMINARY PROJECT COORDINATION SERVICES FEE TOTAL:					4,108
PLANS SPECS AND ESTIMATE					
DIRECT LABOR:	Est. Hours		Contract Rate	Est. Cost	Totals
Principal	0		\$309.14	\$0	
Project Manager	0		\$178.61	\$0	
Project Engineer V	0		\$150.73	\$0	
Project Engineer III	0		\$117.18	\$0	
Engineer Assistant II	0		\$89.30	\$0	
CADD Operator	0		\$82.45	\$0	
Survey Crew	0		\$136.50	\$0	
Administrative/Clerical	0		\$61.85	\$0	
Sub-Total:					\$0
PLANS SPECS AND ESTIMATE FEE TOTAL:					0
BIDDING & CONSTRUCTION ADMINISTRATION					
DIRECT LABOR:	Est. Hours		Contract Rate	Est. Cost	Totals
Principal	0		\$309.14	\$0	
Project Manager	0		\$178.61	\$0	
Project Engineer V	0		\$150.73	\$0	
Project Engineer III	0		\$117.18	\$0	
Engineer Assistant II	0		\$89.30	\$0	
CADD Operator	0		\$82.45	\$0	
Survey Crew	0		\$136.50	\$0	
Administrative/Clerical	0		\$61.85	\$0	
Sub-Total:					\$0
BIDDING & CONSTRUCTION ADMINISTRATION FEE TOTAL:					0
FORENSIC ANALYSIS OF ALUMINIZED STRUCTURAL PLATE ARCH					
Sub-Consultant Forensic Analysis (See attached breakdown)	1	EA	\$18,341.00	\$18,341	
Sub-Total:					\$18,341
FORENSIC ANALYSIS OF ALUMINIZED STRUCTURAL PLATE ARCH FEE TOTAL:					18,341
OTHER DIRECT COSTS					
OTHER DIRECT COSTS:	Quantity	Unit	x Rate =	Est. Cost	
8.5x11 Copies	100	EA	\$1.00	\$100	
11x17 Copies	20	EA	\$1.75	\$35	
Mileage (4 Trips @ 12 Mi per Trip)	48	MI	\$0.55	\$26	
Sub-Total:					\$161
OTHER DIRECT COSTS FEE TOTAL:					161
PROJECT FEE TOTAL:					22,611



EXHIBIT "D"

Cost Proposal (Cont'd)

Centerville Office

CBC Engineers and Associates, Ltd.
 125 Westpark Rd. Centerville, Ohio 45459
 Phone: 937-428-6150 Fax: 937-428-6154

Quotation Breakdown

Mr. Ramrio Gutierrez, P.E.
 R. Gutierrez Engineering Corporation
 Professional Engineers & Land Surveyors
 130 Park Avenue
 Pharr, Texas 78577

Tax Payer I.D. No. 31-1443075
 Quotation Number 14-177-05

Estimate Date: March 27, 2014

Description of Professional Services:

Quotation for the Evaluation of an Existing Aluminum Structural Plate (ALSP) Single Radius Arch with Design Span of 24 feet and Rise of 12 feet Under McColl Road, McAllen, Hidalgo County, Texas; CBC Quotation No. 14-177-05

Scope:

Provide a Field Evaluation of The Burnt ALSP Single Radius Arch by Taking Laser Shape Readings and Plotting the Geometry Against Design to See if There is Movement. Take Wall Samples out of the Structure to Determine Remaining Wall Thickness in Burnt Areas. And to Design a Internal Structural Framework or Reline that Minimizes Hydraulic Interference to Repair the Damaged Area.

<u>Engineering Design Charges</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
Chief Engineer	6.00 Hours	\$200.00	\$1,200.00
Senior Project Manager	8.00 Hours	\$125.00	\$1,000.00
Engineer	24.00 Hours	\$110.00	\$2,640.00
Cad Technician	10.00 Hours	\$70.00	\$700.00
Clerical	3.00 Hours	\$47.00	\$141.00
		Estimated Sub Total:	\$5,681.00
<u>Travel Expenses</u>			
Hotel (3 Nights - 2 Technicians)	3.00 Each	\$300.00	\$900.00
Per Diem (4 days - 2 Technicians)	4.00 Each	\$75.00	\$300.00
Airfare w/ Luggage Cost	2.00 Each	\$900.00	\$1,800.00
Rental Car	4.00 Days	\$75.00	\$300.00
Sr. Project Manager Travel Time	48.00 Hrs.	\$125.00	\$6,000.00
Project Technician Travel Time	48.00 Hrs.	\$70.00	\$3,360.00
		Estimated Sub Total:	\$12,660.00
		Estimated Total:	\$18,341.00

Joseph A Dennis, Jr.
 Sr. Poroject Manager
 JAD/rs

Dayton, OH

Lexington, KY

Hazard, KY

Hurricane, WV

Harrisburg, IL

Please note that this invoice is payable upon receipt.
 Invoices older than 30 days will be subject to a 1.5% monthly interest rate.

Visit us at www.cbceng.com

EXHIBIT "D1"
ENGINEER'S CONTRACT RATES

<u>Hourly Rates:</u>	<u>BASE</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
PRINCIPAL	\$104.07	\$294.42	\$309.14	\$324.60
PROJECT MANAGER	\$60.13	\$170.10	\$178.61	\$187.54
PROJECT ENGINEER V	\$50.74	\$143.55	\$150.73	\$158.27
R.P.L.S	\$48.07	\$136.00	\$142.80	\$149.94
PROJECT ENGINEER III	\$39.45	\$111.60	\$117.18	\$123.04
ENGINEER ASST III	\$30.06	\$85.05	\$89.30	\$93.77
G.P.S. SURVEY CREW	\$47.72	\$135.00	\$141.75	\$148.84
3 MAN SURVEY CREW	\$45.95	\$130.00	\$136.50	\$143.33
2 MAN SURVEY CREW	\$38.88	\$110.00	\$115.50	\$121.28
PARTY CHIEF	\$31.81	\$90.00	\$94.50	\$99.23
CADD/DESIGNER	\$27.76	\$78.52	\$82.45	\$86.57
CLERICAL	\$20.82	\$58.90	\$61.85	\$64.94

Overhead Rate: 146%

Profit Rate: 15%

Other Direct Expenses

Cost

Mileage	0.55/Mi
8 ½ x 11 Copies	1.00/Sheet
8 ½ x 14 Copies	1.25/Sheet
11 x 17 Copies	1.75/Sheet
11 x 17 Mylar	2.50/Sheet

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



10675 Richmond Ave
 Ste 100
 Houston, TX 77042

Phone: 713-895-0500 Fax: 713-895-9968

Quotation

Date	Quote #	Cust #
04/09/14	SSIQ20800-01	HO0200973

Sold To:		Ship To:		Sales Representative:	
Hidalgo County Drainage District #1	Mike Kanto Hidalgo County Drainage District #1 Oracle DIR Contract Number DIR-SDD-1695	Rick Hall Account Executive rhall@sigmasolinc.com 713-806-9448	Qty	Unit Price	Ext. Price

Item #	Part #	Description	Qty	Unit Price	Ext. Price
Oracle DIR Contract Number DIR-SDD-1695					
1	B58179	ORACLE PREMIER SUPPORT FOR SYSTEMS - RENEWAL PARTNER	1	\$837.68	\$837.68
2	B58179	ORACLE PREMIER SUPPORT FOR SYSTEMS - RENEWAL PARTNER	1	\$987.16	\$987.16
3	A97027	REINSTATEMENT FEE	1	\$1,654.93	\$1,654.93
4	A97027	REINSTATEMENT FEE	1	\$1,404.33	\$1,404.33
5	NF-RECERT	CUSTOMER PRODUCT FOR SSQS-SYSTEM AUDIT, INSPECTION, AND TEST	1	\$1,812.06	\$1,812.06

Since the server has been out of Oracle support, the Servers need to be re-certified and there is a penalty. There is an option for a parts contract through a different source but it would not include any software patches or updates. It would be strictly part and maybe installation. Since they are way outside of Houston we have to check on the installation.

Sub Total	\$6,696.16
Estimated Sales Tax	\$0.00
Shipping	\$0.00
Total	\$6,696.16

Does this quote include any of our Managed Services....

Managed Services and IT Operations

Sigma's comprehensive managed services solutions deliver remote monitoring, engineering and support, and preventative maintenance - all with a predictable, monthly cost structure. Our Services Include:



Sigma One Source - vendor management and enterprise-class managed services

Sigma Match - IT staff augmentation

First Call Support - single point-of-contact for vendor support

Quote #
SSIQ20800-01

Accepted by: _____ Date: _____ PO: _____

- * Unless otherwise stated, Quotes are valid for 30 days from the quote date
- * All shipping is FOB Source . Shipping and handling charges are the responsibility of the customer and will be added at the time of invoicing.
- * Applicable taxes are the responsibility of the customer, and will be added at the time of invoicing unless a valid resale or exemption is on file at the Company's corporate office.
- * Please include Company Remit To address on purchase order.
- * Cancellation and/or restocking fees may apply if the order is cancelled or changed after the purchase order is received.
- * Returns: RMA# must be issued prior to return. Software must be unopened with original manufacturer seal unbroken.
- * Lease pricing may be available. Contact your sales representative for more information.

Texas DIR Customers Please Note

If your Order is being placed pursuant to a Texas DIR Contract, your Order is subject to the Terms and Conditions of that Contract and the above Terms and Conditions do not apply to your Order. Please refer to the specific DIR Contract(s) covering the Products on this Quote for further details.

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Oracle America, Inc

URL [Vendor Website](#)
 Vendor ID 1942805249201
 HUB Type Non HUB

DIR Contract Number DIR-SDD-1695
 Contract Term End Date 6/6/2014
 Contract Exp Date 6/6/2016

Oracle America, Inc

Contact [Leslie Frederick](#)
 Phone (303) 272-4571
 Fax (703) 364-0380

DIR

Contact [Phyllis Benitez](#)
 Phone (512) 463-4854
 Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the [Oracle America, Inc](#) website or contact [Leslie Frederick](#) at (303) 272-4571.
2. Generate a purchase order, made payable to Oracle America, Inc. You must reference the DIR Contract Number **DIR-SDD-1695** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

[Get Adobe Reader](#)

Contract: **DIR-SDD-1695**

Standard Terms and Conditions PDF - 427 KB

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 728 KB | Updated 02/04/2014

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 156 KB | Updated 10/24/2013

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

[< No thanks, return to search](#)

Available Brands

- Brocade
- Cisco
- Oracle
- SUN

Available Products & Services

- Computer, Thin Clients, and Terminals
- Computers
- Computers - Servers
- Data Storage
- Hardware
- Maintenance - Computer
- Maintenance - Hardware

Additional Contract Information

- [Appendix D, License Agreement \(117 KB\)](#)
- [Appendix E1, Quote for Product and First Year Technical Support \(86 KB\)](#)
- [Appendix E2, Ordering Document for Product and First Year Technical Support \(256 KB\)](#)
- [Appendix E3, Ordering Document for Installation and Packaged \(6 KB\)](#)

Reseller Vendor Contacts

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
Applied Engineering, Inc.	1450396816700	Non HUB	Guy Fawn-Meade	Phone: 214-561-8605 Fax: 214-561-8604	15851 N. Dallas Parkway, Suite 600 Addison, TX 75001
CBM Archives Co., LLC	1263464715500	Woman Owned	Jerry Sanders	Phone: 361-241-2310 Fax: (361) 242-9886	11014 Leopard Street Corpus Christi, TX 78410
Keste	1201637804900	Non HUB	Kenneth Judd	Phone: (214) 778-2180	6100 West Plano Parkway Suite 1800 Dallas, TX 75093
RFD & Associates, Inc.	1742736774700	Woman Owned	Anna Presley Burnham	Phone: (512) 762-1360 Fax: 512-347-9412	401 Camp Craft Rd Austin, TX 78746
SHI Government Solutions, Inc.	1223695478500	Asian/Male	Dave Morris		

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
				Phone: (512) 541-3400 Fax: 512-732-0232	1301 South Mopac Expressway Ste. 375 Austin, TX 78746
Sigma Technology Solutions Inc	1900823608500	Non HUB	John Flores	Phone: (210) 744-4460 Fax: (210) 348-9124	422 E. Ramsey Rd San Antonio, TX 78216
Virtual Enterprises, Inc. Dba: Advanced Systems Group	1840841277500	Non HUB	Paul Hornsby	Phone: (713) 401-0794 Fax: (866) 572-5266	3100 S. Gessner, Suite 222 Houston, TX 77063

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Dept. of Information Resources
 300 W. 15th St. Ste. 1300
 Austin, TX 78701 [MAP](#)
 (512) 475-4700

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APPENDIX C TO DIR CONTRACT NO. DIR-SDD-1695

PRICING INDEX
As amended by Amendment Number 2

For the term of the Contract, Customers may order products and services in accordance with the discount table set forth below. These discounts may not be used in conjunction with any other discounts or special promotions offered by Vendor.

Discount Table for Product Offering and First Year of Technical Support (See Note #1)		
Named Product Hierarchy	Customer Discount	List Price
10 Gigabit Ethernet Switch Options	15%	See Note #2
10 Gigabit Ethernet Switches	15%	See Note #2
Big Data Appliance	15%	See Note #2
Big Data Connectors Software	25%	See Note #2
Brocade Hardware	24%	See Note #2
Brocade SAN Software	24%	See Note #2
Brocade Software	24%	See Note #2
CMT Server Configured Options	15%	See Note #2
Disk Drives	14%	See Note #2
Enterprise Installation Services	0%	See Note #2
Enterprise Tape Drive Conversion Options	24%	See Note #2
Entry Level LTO 5 Tape Drives	24%	See Note #2
Exadata Hardware Products	20%	See Note #2
Exadata Software Products	25%	See Note #2
Exalogic Hardware Products	20%	See Note #2
Exalogic Software Products	25%	See Note #2
Exalytics Hardware Products	15%	See Note #2
Exalytics Software Products	25%	See Note #2
Fabric Interconnect F1-15	15%	See Note #2
Fabric Interconnect F1-4	15%	See Note #2
Fujitsu M10 Server Configured Options	15%	See Note #2
Fujitsu M10 Server Features	15%	See Note #2
Fujitsu M10 Server X-Options	15%	See Note #2
Fujitsu M10-1 Server	15%	See Note #2
Fujitsu M10-4 Server	15%	See Note #2
High-End M-Series Server Configured Options	28%	See Note #2
High-End M-Series Server X-Options	28%	See Note #2
Host Bus Adapters	14%	See Note #2
I/O Modules	15%	See Note #2
Infiniband Switches	28%	See Note #2
LTO Conversion Options	24%	See Note #2
LTO Tape Drive Features	24%	See Note #2
LTO4 Tape Drives	24%	See Note #2

LTO5 Tape Drives	24%	See Note #2
LTO5 Tape Drives (SL150)	24%	See Note #2
LTO6 Tape Drives: Entry Level	24%	See Note #2
LTO6 Tape Drives: High-End Libraries	24%	See Note #2
LTO6 Tape Drives: Midrange Libraries	24%	See Note #2
Midrange M-Series Server X-Options	28%	See Note #2
Netra Blade X3-2B	15%	See Note #2
Netra Server X3-2	15%	See Note #2
Netra SPARC Server Options	15%	See Note #2
Netra SPARC T3-1 Server	15%	See Note #2
Netra SPARC T4-1 (4 core) Server	15%	See Note #2
Netra SPARC T4-1 Server	15%	See Note #2
Netra SPARC T4-1B Blade Server Module	15%	See Note #2
Netra SPARC T4-2 Server	15%	See Note #2
Network Adapters	14%	See Note #2
Network Cables	14%	See Note #2
Network Encryption Cards	14%	See Note #2
Network Interface Cards	14%	See Note #2
Network Transceivers	14%	See Note #2
NPA_AT_NP_Sun StorageTek Virtual Storage Manager System (VSM 5)	24%	See Note #2
Oracle Database Appliance	14%	See Note #2
Oracle Database Appliance storage expansion	14%	See Note #2
Oracle Fabric Manager	20%	See Note #2
Oracle Fabric Monitor	20%	See Note #2
Oracle SDN	20%	See Note #2
Oracle Solaris Cluster Software	16%	See Note #2
Oracle Solaris Legacy Containers	16%	See Note #2
Oracle Sun QFS Software	15%	See Note #2
Other Server Configured Options	6%	See Note #2
Other Server X-Options	14%	See Note #2
Pillar Axiom SAN 600 Storage System	15%	See Note #2
Pillar Axiom SAN Storage System Features	15%	See Note #2
Pillar Axiom SAN Storage System Options	15%	See Note #2
Power Cords	14%	See Note #2
Secure Global Desktop Software	16%	See Note #2
Server Hard Disk Drives	14%	See Note #2
Server Solid State Disks	14%	See Note #2
SL150 Tape Library	24%	See Note #2
SL150 Tape Library Options	24%	See Note #2
SPARC M5 Server	15%	See Note #2
SPARC M5 Server Configured Memory	15%	See Note #2
SPARC M5 Server Configured Options	15%	See Note #2

SPARC M5 Server X-Option Memory	15%	See Note #2
SPARC SuperCluster Hardware Products	15%	See Note #2
SPARC T3 Server Configured Options	15%	See Note #2
SPARC T3 Server X-Options	15%	See Note #2
SPARC T3-2 Server	15%	See Note #2
SPARC T4 Server Configured Options	15%	See Note #2
SPARC T4 Server X-Options	15%	See Note #2
SPARC T4-1 Server	15%	See Note #2
SPARC T4-1B Blade Server Module	15%	See Note #2
SPARC T4-2 Server	15%	See Note #2
SPARC T4-4 Server	15%	See Note #2
SPARC T5 Server Configured Options	15%	See Note #2
SPARC T5-1B Blade Server Module	15%	See Note #2
SPARC T5-2 Server	15%	See Note #2
SPARC T5-4 Server	15%	See Note #2
SPARC T5-8 Server	15%	See Note #2
Spare Parts	29%	See Note #2
Storage Archive Manager	22%	See Note #2
Storage Hard Disk Drives	14%	See Note #2
StorageTek 2500 M2 Features	12%	See Note #2
StorageTek 2500 M2 Options	12%	See Note #2
StorageTek 2530 M2 Array	12%	See Note #2
StorageTek 2540 M2 Array	12%	See Note #2
StorageTek Automated Cartridge System Library Software	15%	See Note #2
StorageTek Availability Suite Software	15%	See Note #2
StorageTek Enterprise Library Software	24%	See Note #2
StorageTek Library Content Manager Software	15%	See Note #2
StorageTek Tape Analytics Software	15%	See Note #2
StorageTek Virtual Library Extension	15%	See Note #2
StorageTek Virtual Storage Manager Features	24%	See Note #2
StorageTek Virtual Storage Manager System (VSM 6)	14%	See Note #2
Sun Blade 6000 Chassis	15%	See Note #2
Sun Blade Server Options	15%	See Note #2
Sun Blade X3-2B	15%	See Note #2
Sun Blade X6270 M2 Server Module	15%	See Note #2
Sun Fire X4800 Server	15%	See Note #2
Sun Flash Accelerator F20 PCIe Card	24%	See Note #2
Sun Flash Accelerator F40 PCIe Card	24%	See Note #2
Sun Netra 6000 Blade Chassis	15%	See Note #2
Sun Netra CP3250 ATCA Blade Server Module	15%	See Note #2
Sun Netra CP3270 ATCA Blade Server Module	15%	See Note #2
Sun Netra CT900 Server	15%	See Note #2

Sun Netra Rack Kits	15%	See Note #2
Sun Netra T5220 Server	15%	See Note #2
Sun Netra T5440 Server	15%	See Note #2
Sun Netra X4270 Server	15%	See Note #2
Sun Netra x6270 M2 Blade Server Module	15%	See Note #2
Sun Racks	15%	See Note #2
Sun Ray	15%	See Note #2
Sun Ray Options	0%	See Note #2
Sun Ray Server Software	15%	See Note #2
Sun Server X2-4	15%	See Note #2
Sun Server X2-8	15%	See Note #2
Sun Server X3-2	14%	See Note #2
Sun Server X3-2L	14%	See Note #2
Sun SPARC Enterprise M8000 Server	28%	See Note #2
Sun SPARC Enterprise M9000-32 Server	28%	See Note #2
Sun SPARC Enterprise M9000-64 Server	28%	See Note #2
Sun Storage F5100 Flash Array	24%	See Note #2
Sun StorageTek SL24 Tape Autoloader	24%	See Note #2
Sun StorageTek SL3000 Modular Library System	24%	See Note #2
Sun StorageTek SL48 Tape Library	24%	See Note #2
Sun StorageTek SL500 Modular Library System	24%	See Note #2
Sun StorageTek SL8500 Modular Library Features	24%	See Note #2
Sun StorageTek SL8500 Modular Library System	24%	See Note #2
Sun StorageTek T10000B Tape Drive (Open)	24%	See Note #2
Sun StorageTek T10000C Tape Drive (MVS)	24%	See Note #2
Sun StorageTek T10000C Tape Drive (Open)	24%	See Note #2
Sun StorageTek Virtual Storage Manager System (VSM 4)	24%	See Note #2
Sun StorageTek Virtual Storage Manager System (VSM 5)	24%	See Note #2
Sun Unified Storage System Options	24%	See Note #2
Sun ZFS Backup Appliances	24%	See Note #2
Sun ZFS Storage 7120 System	24%	See Note #2
Sun ZFS Storage 7320 System	24%	See Note #2
Sun ZFS Storage 7420 System	24%	See Note #2
Sun ZFS Storage System Features	24%	See Note #2
Sun ZFS Storage System Options	24%	See Note #2
Tape Encryption	24%	See Note #2
Tape Library Features	24%	See Note #2
Tape Media	24%	See Note #2
Tape Options	24%	See Note #2
Virtual Desktop Infrastructure Software	28%	See Note #2
Sun Fire X4170 M2 Server	14%	See Note #2
Infiniband Host Channel Adapters	14%	See Note #2

Key Management Switch Accessory Kits	24%	See Note #2
LT06 Tape Drives: AS400	24%	See Note #2
LT06 Tape Drives: Desktop/Rackmount	24%	See Note #2
Netra SPARC T5-1B blade Server Module	15%	See Note #2

Services (Other Than First Year of Technical Support)		
Installation Services	See Note #4	0.00%
Packaged Service	See Note #4	0.00%
Training Services	See Note #5	0.00%
Renewal of Technical Support	See Note #6	N/A

Note #1: The discounts in this table apply to hardware (and first year of technical support) and programs (and first year of technical support) that are designated as an item number or product name associated with the Named Product Hierarchies provided such hardware and programs are available in production release when the applicable Order Form and Purchase Order is received. Customer's hardware order consists of the following items: operating system (as described in the configuration), integrated software and hardware equipment (including components, options and spare parts) specified on the applicable order. The term "hardware" is defined as the hardware equipment, including components, options and spare parts. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

Note #2: The appropriate price list is the Systems Hardware and Software Global Price List. This commercial price list will be made available at a web site to be accessible by the Customers. On this price list, Customers can find the item number and the Named Product Hierarchy.

Note #3: The appropriate price list is the Engineered Systems Price List. This commercial price list will be made available at a web site to be accessible by the Customers.

Note #4: To be eligible to purchase installation and packaged services, Customers must be current on technical support (Software Update License and Support) for their licensed programs, current on technical support (Premier Support for Systems) for hardware, and all supported software environments must comply with current Oracle Certification Matrices.

Note #5: The appropriate price list is the Oracle University Global Base Price List. This commercial price list will be made available at a web site to be accessible by the Customers.

Note #6: Customers may renew technical support services (Software Update License and Support or Premier Support for Systems as appropriate) under this Contract. For any support period that commences during the term of the Contract, if Customer renews technical support for the same number of licenses for the same programs and/or the same systems for the same configurations, the annual technical support fees will not increase by more than 4% over the prior year's fees. Oracle technical support services (including first year and all subsequent years) are provided under Vendor's applicable technical support services policies in effect at the time the services are provided. Customer agrees to cooperate with Vendor and provide the access, resources, materials, personnel, information, and consents that Vendor may require in order to perform the technical support services. The technical support services policies are incorporated in this Contract and are subject to change at Vendor's discretion; however, Vendor will not materially reduce the level of services provided during the period for which fees for the applicable technical support services have been ordered. Customer should review the applicable technical support services policies prior to executing an order for the applicable services. Customer may access the current versions of the technical support services policies at <http://oracle.com/contracts>. Technical support is effective upon the effective date of the order unless otherwise stated in the Customer's order.

AI-44065

8.

DRAINAGE DISTRICT

Meeting Date: 04/15/2014

Submitted By: Claudette Guerrero, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Maintenance & Operations:

Request Approval of Application for Payment No. 2 in the amount of \$35,424.00 from Texas Cordia Construction, LLC. related to Contract No. HCDD1-13-014-11-26 Alamo Expressway Drain/Border Crossings Improvements.

B. 2013 Bond Series-Payments:

1.-Request Approval of Application of Payment No. 1 in the amount of \$89,677.62 from Rojas Construction & Paving, LLC related to Contract No. HCDD1-14-001-01-21 Pct.2 Rural Drainage Development -Northside Village/Hidden Valley Subd Area Drainage Improvements from Agreement for Professional Engineering Services for the 2012 Bond Referendum Rural Drainage Development Program Pct. 2.

2.-Request Approval of Application of Payment No. 2 in the amount of \$317,090.53 from Rojas Construction & Paving, LLC related to Contract No. HCDD1-14-001-01-21 Pct.2 Rural Drainage Development -Northside Village/Hidden Valley Subd Area Drainage Improvements from Agreement for Professional Engineering Services for the 2012 Bond Referendum Rural Drainage Development Program Pct. 2, with authority for District to issue check after review, audit and processing procedures are complete.

3.-Request Approval of Estimate No. 3 in the amount of \$689,373.75 from IPR South Central, LLC related to Contract No. TP07-13 through District's membership with HGAC-Buy Member No. 07-149 approved by Board on 11-12-2013 for the Construction of the Rado Drain ReRoute Rehabilitation Project from Agreement.

BACKGROUND

Item 3.-Professional Engineering Services for the Design of Repair of a 114-Inch Aluminized Type 2 Asphalt Coated Concrete-Lined CMP STA 14+25 to STA 36+26 Rado Drain Alternate Project.

Attachments

TxCordia Pmt#2

Rojas Const Pmt#1

Rojas Const Pmt#2

IPR Est#3

Form Review

Inbox
Budget & Management

Reviewed By
Debbie Tamez

Date
04/11/2014 04:14 PM

Final Approval

Monica Badillo

04/11/2014 05:27 PM

Form Started By: Claudette Guerrero

Started On: 04/11/2014 11:08 AM

Final Approval Date: 04/11/2014

APPLICATION FOR PMT #2

To: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (OWNER)
 From: Texas Cordia Construction, LLC (CONTRACTOR)
 Contract: 13-014-11-26
 Project: Alamo Expressway Drain / Border Crossing Improvements
 OWNER's Contract No. 13-014-11-26 ENGINEER's Project No. ENG12.005
 For Work accomplished through the date of: 2/28/2014

1. Original Contract Price:	\$ 381,968.40
2. Net change by Change Orders and Written Agreements (+ or -):	\$ -
3. Current Contract Price (1 plus 2):	\$ 381,968.40
4. Total completed and stored to date:	\$ 69,791.40
5. Retainage (per Agreement):	
<u>10%</u> of completed Work:	\$ 6,979.14
<u>10%</u> of stored material:	\$ -
Total Retainage:	\$ 6,979.14
6. Total completed and stored to date less retainage (4 minus 5):	\$ 62,812.26
7. Less previous Application for Payments:	\$ (27,388.26)
8. Balance to Finish:	\$ 312,177.00
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 35,424.00

Accompanying Documentation:

APPLICATION FOR PAYMENT
 SCHEDULE OF VALUES
 Estimated Quantity Worksheet
 LIST OF SUPPLIERS AND SUB CONTRACTORS

PARTIAL WAIVER OF LIENS
 TxDOT Form 252 Contract Time Statement
 PAYROLL REPORTS

HIDALGO COUNTY
MAR 13 2014
DRAINAGE DISTRICT 1

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 3/7/2014

Texas Cordia Construction, LLC

CONTRACTOR

By: 

State of Texas

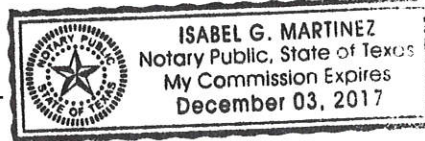
County of Hidalgo

Subscribed and sworn to before me this 7th

day of March, 2014


 Notary Public

My Commission expires: 12/3/17



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3-10-2014

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: 

MAR 13 2014

DRAINAGE DISTRICT #1

Schedule of Values

Contractor Name: Texas Cordia Construction, LLC
 Starting Date: 1/17/2014
 Project Ending Date: 4/17/2014
 Retainage Percent: 10%

Application: PMT #2
 Application Date: 3/7/2014
 Period To: 2/28/2014
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary													
Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
13-014-11-26	Alamo Expressway Drain / Border Crossing Improvements	\$ 381,968.40	\$ 30,431.40	\$ 3,043.14	\$ 27,388.26	\$ 39,360.00	\$ 3,936.00	\$ 35,424.00	\$ 69,791.40	\$ 6,979.14	\$ 62,812.26	\$ 27,388.26	\$ 312,177.00
TOTALS:		\$ 381,968.40	\$ 30,431.40	\$ 3,043.14	\$ 27,388.26	\$ 39,360.00	\$ 3,936.00	\$ 35,424.00	\$ 69,791.40	\$ 6,979.14	\$ 62,812.26	\$ 27,388.26	\$ 312,177.00

MAR 06 2014

APPLICATION FOR PMT #1

DRAINAGE DISTRICT #1

To: Hidalgo County Drainage District No. 1 (OWNER)
 From: Rojas Consturction & Paving, LLC (CONTRACTOR)
 Contract: HCDD1-14-001-01-21
 Project: PCT2 Rural Drainage Development - Northside Village / Hidden Valley Subd Area Drainage Improvements
 OWNER's Contract No. HCDD1-14-001-01-21
 For Work accomplished through the date of: February 25, 2014 ENGINEER's Project No.: ENG13.001

1. Original Contract Price:	\$	693,763.81
2. Net change by Change Orders and Written Agreements (+ or -):	\$	-
3. Current Contract Price (1 plus 2):	\$	693,763.81
4. Total completed and stored to date:	\$	94,397.50
5. Retainage (per Agreement):		
<u>5% of completed Work:</u>	\$	4,719.88
<u>5% of stored material:</u>	\$	-
Total Retainage:	\$	4,719.88
6. Total completed and stored to date less retainage (4 minus 5):	\$	89,677.62
7. Less previous Application for Payments:	\$	-
8. Balance to Finish:	\$	599,366.31
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	89,677.62

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 2/28/14

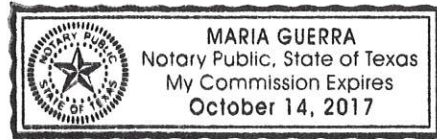
Rojas Consturction & Paving, LLC
CONTRACTOR

By: [Signature]
Rafraim Rojas
managing member

State of Texas
County of Hidalgo

Subscribed and sworn to before me this 3.0
day of March 2014

[Signature]
Notary Public
My Commission expires: 10-14-2017



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3/5/2014

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: [Signature]

Schedule of Values

Contractor Name:	Rojas Construction & Paving, LLC	Application:	PMT #1
Starting Date:	February 24, 2014	Application Date:	2/26/2014
Project Ending Date:	April 24, 2014	Period To:	2/25/2014
Project Desc:	PCT2 Rural Drainage Development - Northside Village / Hidden Valley Subd Area Drainage Improvements	Engineer's Project No.:	ENG13,001
Retainage Percent:	5%	Engineer Firm:	R. Gutierrez Eng. Corp.

Summary																
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-14-001-01-21	PCT2 Rural Drainage Development - Northside Village / Hidden Valley Subd Area Drainage Improvements	\$ 693,763.81	\$ 693,763.81	\$ 693,763.81	\$ 693,763.81	\$ 94,397.50	\$ 4,719.88	\$ 89,677.62	\$ -	\$ -	\$ -	\$ 94,397.50	\$ 4,719.88	\$ 89,677.62	\$ -	\$ 599,366.31
	TOTALS:	\$ 693,763.81	\$ 693,763.81	\$ 693,763.81	\$ 693,763.81	\$ 94,397.50	\$ 4,719.88	\$ 89,677.62	\$ -	\$ -	\$ -	\$ 94,397.50	\$ 4,719.88	\$ 89,677.62	\$ -	\$ 599,366.31

APPLICATION FOR PMT #2

PO 624277

To: Hidalgo County Drainage District No. 1 (OWNER)
 From: Rojas Constrution & Paving, LLC (CONTRACTOR)
 Contract: HCDD1-14-001-01-21
 Project: PCT2 Rural Drainage Development - Northside Village / Hidden Valley Subd Area Drainage Improvements
 OWNER's Contract No. HCDD1-14-001-01-21
 For Work accomplished through the date of: March 24, 2014 ENGINEER's Project No.: ENG13.001

1. Original Contract Price:		\$	693,763.81
2. Net change by Change Orders and Written Agreements (+ or -):		\$	-
3. Current Contract Price (1 plus 2):		\$	693,763.81
4. Total completed and stored to date:		\$	428,177.00
5. Retainage (per Agreement):			
5% of completed Work:	\$	21,408.85	
5% of stored material:	\$	-	
Total Retainage:		\$	21,408.85
6. Total completed and stored to date less retainage (4 minus 5):		\$	406,768.15
7. Less previous Application for Payments:		\$	(89,677.62)
8. Balance to Finish:		\$	265,586.81
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$	317,090.53

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 09 2014

2:30 AM (PM)

BY: Rosalice

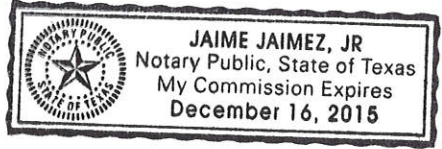
Accompanying Documentation:

CONTRACTOR'S Certification:
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4/8/14 Rojas Constrution & Paving, LLC
 CONTRACTOR
 By: Beto Flores

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 8th
 day of April 2014

Notary Public [Signature]
 My Commission expires: 12-16-2015



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ R. GUTIERREZ ENGINEERING CORPORATION
 ENGINEER
 By: [Signature]

Schedule of Values

Contractor Name: Rojas Construction & Paving, LLC
 Starting Date: February 24, 2014
 Project Ending Date: April 24, 2014
 Project Desc: PCT2 Rural Drainage Development - Northside Village / Hidden Valley Subd Area Drainage Improvements
 Retainage Percent: 5%

Application: PMT #2
 Application Date: 3/26/2014
 Period To: 3/24/2014
 Engineer's Project No.: ENG13.001
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary																
Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCCD1-14-001-01-21	PCT2 Rural Drainage Development - Northside Village / Hidden Valley Subd Area Drainage Improvements	\$ 693,753.81	\$ 94,397.50	\$ 4,719.88	\$ 89,677.62	\$ 333,779.50	\$ 16,688.98	\$ 317,090.52	\$ -	\$ -	\$ -	\$ 428,177.00	\$ 21,408.86	\$ 406,768.14	\$ 89,677.62	\$ 285,586.81
	TOTALS:	\$ 693,753.81	\$ 94,397.50	\$ 4,719.88	\$ 89,677.62	\$ 333,779.50	\$ 16,688.98	\$ 317,090.52	\$ -	\$ -	\$ -	\$ 428,177.00	\$ 21,408.86	\$ 406,768.14	\$ 89,677.62	\$ 285,586.81

To:

Melden & Hunt Inc.

INVOICE

Estimate No.: 3

Work Completed Thru: 23-Mar-14

Invoice Date: 28-Mar-14

From: Inland Pipe Rehab South Central
7600 S. Santa Fe, Bldg "E"
Houston, Texas 77061
713-634-0439, Fax 713-634-0489

Project: Hidalgo County Drainage District
RADO Storm Sewer Rehab by Trenchless Method



PAY ITEM	DESCRIPTION	UNIT	PRICE	UNIT PRICE	BID QUANTITY	PREVIOUS ESTIMATE	PERIOD QUANTITY	THIS ESTIMATE	TO-DATE RPTD QTY	TOTAL TO DATE
1	A-30 Clean and TV Storm Sewer	LF	\$ 55.20	4420	4420	0	0	\$0.00	4420	\$243,984.00
2	A-42 Heavy Debris Removal - Man Entry	LF	\$ 350.00	250	250	0	0	\$0.00	250	\$87,500.00
3	B-12 Storm Pipe - ECO Cast Rehabilitation - 1.5" Thickness ADDITIONAL WORK	LF	\$ 1,075.00	4420	4420	675	675	\$725,625.00	675	\$725,625.00
4	Large Diameter Point Repair of 114' CMP Pipe Line	LS	\$ 517,060.80	1	1	0	0	\$0.00	1	\$517,060.80
5	Up grade Pipe Size from 102" to 114"	LS		1	1	0	0	\$0.00	0	\$0.00

Submitted: *Derald Hoff*
Inland Pipe Rehab SC
Date: 3/27/14

Earned this Period \$725,625.00
Earned to Date \$1,574,169.80
5% Retainage \$78,708.49

Approved: *Paul D. Kuntz*
Melden & Hunt Inc.
Date: 3-31-14

Total Payments Due \$1,495,461.31
Less Previous Payments \$806,117.56
Amount Due this Estimate \$689,343.75

AB/n
14-133-433-350-000-47330-

AI-44073

9.

DRAINAGE DISTRICT

Meeting Date: 04/15/2014

Submitted For: Board of Directors

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request Budget amendment from the District General Fund in the amount of \$50,000 for the the payment of judgements and damages associated to the claim of Dannenbaum Engineering Company L.L.C.

B. Request approval of payment and the issuance of a manual check in the amount of \$ 50,000 to Dannenbaum Engineering Company L.L.C. for the settlement agreement associated with Corporate Sponsorship approved by the Board of Directors on _____.

2008 Bond Series:

C. Request approval of a budget amendment from the Un-reserve Fund Balance of the 2008 Bond Series in the amount of \$653,000. This amendment is needed for the payment of Engineering Cost to Dannenbuam Engineering related to the (Work Authorizations 1 through 14) Levee only and DHS wall segments projects and is for the final settlement agreement and general release. Agreement was approved by the Board of Directors on April 8, 2014.

D. Request approval of Payment and the issuance of a manual check in the amount \$_____ for the above mentioned settlement agreement associated with the Final Completion of the Levee only and DHS levee wall segments.

BACKGROUND

Attachments

9a

9b

9c

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/11/2014 04:36 PM
Final Approval	Monica Badillo	04/11/2014 05:27 PM
Form Started By: Lora Briones		Started On: 04/11/2014 02:56 PM
	Final Approval Date: 04/11/2014	

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956)682-3677 O (956) 686-1822 F

PROJECT: **HCDD No. 1 - Hidalgo County Levee Rehabilitation Project**

PROJECT NO. 4287-XX/ 4410-XX

TO: **Atlas & Hall, LLP**
818 Pecan Boulevard
McAllen, Texas 78501

DATE: February 10, 2012

ATTN: **Mr. Rex Leach**
Attorney at Law

If enclosures are not noted, please inform us immediately.

If checked below, please:

() Acknowledge receipt of enclosures.

() Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____
 in accordance with your request _____

FOR YOUR:

approval & signature _____ distribution to parties _____ information _____ use
 review & comment _____ record (s)
 Other: _____

THE FOLLOWING:

Drawings _____ Shop Drawings Prints _____ Samples
 Specifications _____ Shop Drawing Reproducibles _____ Product Literature
 Change Order _____ Other **SEE BELOW**

Copies	Date	Rev. No.	Description	Action Code
2	02/09/12	Originals	Settlement Agreement between Dannenbaum Engineering Company - McAllen, LLC and Hidalgo County Drainage District No. 1 in regards to Corporate Sponsorship	E

ACTION CODE

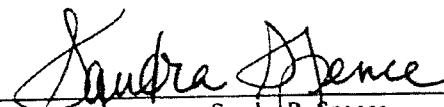
- A. Action indicated on item transmitted
- B. No Action Required
- C. For signature and return to this office

- D. For signature and forwarding as noted below under remarks
- E. See REMARKS below

REMARKS: Kindly requesting one fully executed original be returned to our McAllen Office for our records. Please call Louis H. Jones Jr., PE, if you have any questions at (832)771-4904. Thank you.

COPIES TO:
4287-XX/4410-XX

BY:


Sandra R. Spence
Administrative Manager

(with enclosures)

SETTLEMENT AGREEMENT

Now come, Hidalgo County Drainage District Number One (hereinafter "District") and Dannenbaum Engineering Company - McAllen, LLC (hereinafter "Dannenbaum") and hereby agree as follows:

RECITALS AND AGREEMENTS

The District and Dannenbaum have entered into this Agreement based on the following facts, intentions and understandings:

1. The District and Dannenbaum entered into a written contract regarding the provision of engineering services by Dannenbaum to the district on November 7, 2006.
2. Paragraph 5.3 of said agreement makes provision that, under certain specified circumstances, Dannenbaum might be entitled to additional compensation for securing corporate sponsorship for funding of all or a portion of the project set forth in the written contract.
3. A dispute has arisen between the District and Dannenbaum as to whether or not Dannenbaum is entitled to any such additional compensation pursuant to Paragraph 5.3 of the written contract.
4. The District has agreed to pay and Dannenbaum has agreed to accept the sum of \$50,000.00 as full and final compensation for any and all additional compensation that Dannenbaum claims to be due to it pursuant to Paragraph 5.3 of the written contract. Such payment by the District is made to compromise and settle claims by Dannenbaum and is not an admission of liability for such claims but to avoid the additional cost of litigation and buy peace.
5. This agreement deals only with the claim for additional compensation made by Dannenbaum pursuant to paragraph 5.3 of the written contract and in no way modifies or affects any other sums to be paid pursuant to any other provision of the written contract.
6. At present, the project covered by the written contract is undergoing an overall audit of payments made and/or owed under the written contract. Should said audit determine that Dannenbaum has been overpaid by the District pursuant to any other Paragraphs of the written contract other than the compensation agreed to herein pursuant to Paragraph 5.3 of the written contract, Dannenbaum shall be entitled pursuant to this agreement for up to \$50,000.00 credit against any such overpayment.

7. **REPRESENTATIONS AND WARRANTIES.** The District and Dannenbaum represent, warrant, acknowledge, confirm and agree as follows:
- a. The execution of this Agreement is not based upon any representation, understanding or Agreement not expressly set forth herein. Neither Party nor its counsel has made any representations to any Party not expressly set forth herein;
 - b. Each Party executes this Agreement as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any other party; and
 - c. Each Party has full and complete authorization and power to execute this Agreement in the capacity herein stated and this Agreement is a valid, binding and enforceable obligation and does not violate any law, rule, regulation contract or agreement otherwise enforceable by or against either Party.
8. **MULTIPLE ORIGINALS.** This Agreement may be executed in multiple originals.
9. **SUCCESSORS AND ASSIGNS.** This Agreement shall become effective as the date hereof and thereafter shall be binding upon and inure to the benefit of the respective Parties hereto and their respective predecessors, successors, heirs, legal representatives, administrators, attorneys, executors, and assigns, as well as their agents, servants, employees, and affiliates, and all persons, either natural or corporate, in privity with either of them.
10. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All representations and warranties made in this Agreement shall survive its execution and delivery.
11. **SEVERABILITY.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal. It is expressly agreed by the Parties that each, every, and all terms and provisions of this Agreement are contractual in nature and not merely recitals.
12. **FULL DISCLOSURE.** The Parties hereby warrant and represent that before executing this Agreement, they have fully informed themselves of its terms, contents, and conditions (in effect that no promise or representation of any kind has been made by either Party, except as is expressly stated in this Agreement) and that they have had the opportunity to seek and have sought and received the advice of their respective legal Counsel (which legal Counsel is and has been familiar with their respective positions and business, generally) before entering into this Agreement, and that they fully understand the terms and provisions hereof.

13. **NO WAIVER.** The provisions of this Agreement may not be changed, discharged, terminated, altered or waived orally, but only by an instrument in writing signed by the Parties hereto.
14. **CONSTRUCTION OF AGREEMENT.** This Agreement shall be deemed as having been drafted by both Parties to it so that any rule of construction construing ambiguities against the drafter shall have no force or effect.
15. **HEADINGS.** The paragraph headings in this Agreement are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.
16. **ENTIRE AGREEMENT.** This Agreement, shall constitute the entire settlement and release agreement between the Parties hereto and with respect to the matters contained herein, is a final and complete release of those matters set forth herein, and shall supersede and replace all previous agreements or understandings, if any, whether written or oral, relating to such matters. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the dates indicated below in multiple originals.

Date: _____

**HIDALGO COUNTY DRAINAGE DISTRICT
NUMBER ONE**

By: _____

Name: _____

Title: _____

Date: 2/10/12

**DANNENBAUM ENGINEERING COMPANY -
McALLEN, LLC**

By: _____

Name: Louis H. Jones Jr., P.E.

Title: President

SETTLEMENT AGREEMENT AND GENERAL RELEASE

The parties to this Settlement Agreement and General Release (“Agreement”) are **DANNENBAUM ENGINEERING COMPANY-McALLEN, L.L.C. (“Dannenbaum”)** and **HIDALGO COUNTY DRAINAGE DISTRICT #1 (“HCDD #1”)**. The parties referenced above and in the capacities so stated are hereinafter sometimes collectively referred to as “Parties” and each of them is hereinafter sometimes individually referred to as “Party.”

RECITALS

The Parties entered into this Agreement based upon the following facts, intentions and understandings:

- A. The Parties entered into a contract for engineering services dated November 7, 2006 entitled Agreement for Professional Services. (“the Contract”)
- B. A dispute has arisen between the Parties as to the amount of compensation owed by HCDD #1 to Dannenbaum pursuant to the contract.
- C. There has been no lawsuit or claim brought by either party. However, the parties have discussed the dispute between them and have attempted in good faith to resolve it.
- D. It is further understood and agreed that this settlement is a compromise of the disputed compensation. This settlement is made by, and on behalf of, Parties for the purpose of terminating the controversy between the Parties and satisfying all alleged compensation owed.

AGREEMENTS

1. **Effective Date:** This Agreement shall become effective as to the date all Parties have executed this Agreement.

2. **Settlement Amount:** HCDD #1 shall pay and Dannenbaum agrees to accept, the amount of ONE MILLION, ONE HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED TWENTY-TWO AND 76/100THS (\$1,121,822.76) the (“Settlement Amount”), in

full and complete settlement of any controversy and attorneys' fees related thereto, which Settlement Amount will be paid in one check payable to "Dannenbaum Engineering Company-McALLEN, L.L.C." HCDD #1 makes no warranties regarding the taxability or non-taxability of the Settlement Amount, and to the extent that any person or entity may assert or hold that any taxes are due, Dannenbaum agrees to be solely responsible for any and all federal, state or other tax liability, including penalties, interest and expenses, without regard to the nature of such tax, which could or may arise as a result of its receipt of the Settlement Amount. Further, Dannenbaum agrees to hold harmless, indemnify, and defend HCDD #1 from any and all tax liabilities arising out of any payment or receipt of the Settlement Amount. Said clause is not to be construed as a representation that Dannenbaum is indemnifying HCDD#1 for any monetary liability imposed upon HCDD#1 as a result of the Settlement Amount being paid to Dannenbaum. Dannenbaum and its attorney acknowledge that they are responsible for appropriate reporting of the Settlement Amount for purposes of their income taxes.

The Parties agree to bear their own attorneys' fees, costs and expenses.

3. **Release of HCDD#1:** Except as otherwise reserved herein, Dannenbaum hereby releases and forever discharges HCDD #1, its employees, attorneys, agents, independent contractors, successors and assigns, parent corporations, subsidiaries and all related and affiliated entities, (collectively, the "Released Parties") from any and all liability, claims, counterclaims, causes of action, demands, losses, expenses and damages, whether known or unknown, whether now existing or that might arise hereafter, whether at law or in equity, whether absolute or contingent, based on the facts underlying, arising out of, related to, or in any way connected with the relationship or interactions between Dannenbaum and HCDD #1 regarding the Contract and/or the project associated with the Contract. It is Dannenbaum's intention that this release

shall be a full and final release of any and all of its claims against HCDD #1 and/or the Released Parties regarding the Contract and/or the project associated with the Contract. Dannenbaum expressly assumes the risk that acts, omissions, matters, causes, or things may have occurred that it does not know or does not suspect to exist regarding the Contract and/or the project associated with the Contract. Dannenbaum hereby waives the terms and provisions of any statute, rule or doctrine of common law which either (i) narrowly construe releases purporting by their terms to release claims in whole or in part based upon arising from, or related to such acts, omissions, matters, causes, or things; or (ii) restrict or prohibit the release of such claims.

4. **Release of Dannenbaum:** Except as otherwise reserved herein, HCDD#1 hereby releases and forever discharges Dannenbaum, its employees, attorneys, agents, independent contractors, successors and assigns, parent corporations, subsidiaries and all related and affiliated entities, (collectively, the "Released Parties") from any and all liability, claims, counterclaims, causes of action, demands, losses, expenses and damages, whether known or unknown, whether now existing or that might arise hereafter, whether at law or in equity, whether absolute or contingent, based on the facts underlying, arising out of, related to, or in any way connected with the relationship or interactions between Dannenbaum and HCDD #1 regarding the Contract and/or the project associated with the Contract. It is HCDD#1's intention that this release shall be a full and final release of any and all of its claims or offsets against Dannenbaum and/or the Released Parties regarding the Contract and/or the project associated with the Contract. However, notwithstanding any other provision of this Agreement, the Parties expressly agree that Dannenbaum's obligations set forth in Article 17 and Article 19 of the Contract are not released or discharged, and continue to be in full force and effect. HCDD#1 hereby waives the terms and provisions of any statute, rule or doctrine of common law which either (i) narrowly construe

releases purporting by their terms to release claims in whole or in part based upon arising from, or related to such acts, omissions, matters, causes, or things; or (ii) restrict or prohibit the release of such claims.

5. **Representations and Warranties:** The parties hereto represent, warrant, acknowledge, confirm and agree as follows:

- a. Neither Party has assigned, pledged, or otherwise in any manner whatsoever sold or transferred, either by instrument or otherwise, any right, title interest, demand, cause of action, or claim that is the subject of the release set forth in Paragraph 3 and 4 hereto;
- b. The execution of this Agreement is not based upon any representation, understanding or agreement not expressly set forth herein. Neither Party, nor its counsel, has made any representations to any Party not expressly set forth herein;
- c. Each Party executes this Agreement as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any other party; and
- d. Each Party has full and complete authorization and power to execute this Agreement in the capacity herein stated, and this Agreement is a valid, binding and enforceable obligation and does not violate any law, rule, regulation, contract or agreement otherwise enforceable by or against either Party.

6. **Multiple Originals:** This Agreement may be executed in multiple originals.

7. **Successors and Assigns:** This Agreement shall become effective as specified in Paragraph 1 hereof and thereafter shall be binding upon and inure to the benefit of the respective Parties hereto and their respective predecessors, successors, heirs, legal representatives, administrators, attorneys, executors, and assigns, as well as their agents, servants, employees and affiliates, and all persons, either natural or corporate, in privity with either of them.

8. **Survival of Representations and Warranties:** All representations and warranties made in this Agreement shall survive its execution and delivery.

9. **Severability**: Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal. It is expressly agreed by the Parties that each, every, and all terms and provisions of this Agreement are contractual in nature and not merely recitals.

10. **Full Disclosure**: The Parties hereby warrant and represent that before executing this Agreement, they have fully informed themselves of its terms, contents and conditions (in effect that no promise or representation of any kind has been made by either Party, except as is expressly stated in this Agreement) and that they have had the opportunity to seek and have sought and received the advice of their respective legal Counsel (which legal Counsel is and has been familiar with their respective positions and business, generally) before entering into this Agreement, and that they fully understand the terms and provisions hereof.

11. **No Waiver**: The provisions of this Agreement may not be changed, discharged, terminated, altered or waived orally, but only by an instrument in writing signed by the Parties hereto.

12. **Construction of Agreement**: This Agreement shall be deemed as having been drafted by both Parties to it so that any rule of construction construing ambiguities against the drafter shall have no force or effect.

13. **Headings**: The paragraph headings in this Agreement are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.

14. **Dispute Resolution**: If the parties have any disputes relating in any way to this Agreement, they will confer in good faith in an effort to resolve those disputes. If unable to

resolve the disputes through good-faith conferences, the Parties will agree upon a mediator and participate in a one-day mediation prior to the filing of any lawsuit.

15. **Entire Agreement:** This Agreement, upon its effectiveness in accordance with Paragraph 1 above, shall constitute the entire settlement and release agreement between the Parties hereto and with respect to the matters contained herein, is a final and complete release of those matters set forth herein, and shall supersede and replace all previous agreements or understandings, if any, whether written or oral, relating to such matters.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES. EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES SHALL NOT BE ADMISSIBLE TO AID IN INTERPRETATION OF THIS AGREEMENT IN ANY DISPUTE BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the dates indicated below in multiple originals.

Date: 4/2/14 DANNENBAUM ENGINEERING COMPANY-McALLEN, L.L.C.

By: _____

Name: Louis H. Jones

Title: President

Date: 4/8/14 HIDALGO COUNTY DRAINAGE DISTRICT #1

By: _____

Name: Ramon Garcia

Title: Chairman

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 4/8/14

AI-44072

10.

DRAINAGE DISTRICT

Meeting Date: 04/15/2014

Submitted For: Jaime Salazar

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series:

Approval of Supplemental Agreement No. 2 to Agreement for Professional Services Services for the Pct.1-2012 Bond Referendum Improvement Projects.

BACKGROUND

Article#14-Subcontracting & Assignment_Addition of AMTEST & RGV Right-Of-Way Services, LLC with pertaining contract rates.

Attachments

SA#2 to Pct1 2012 Bond Referendum Improvement Projects

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/11/2014 04:32 PM
Final Approval	Monica Badillo	04/11/2014 05:27 PM
Form Started By: Claudette Guerrero		Started On: 04/11/2014 02:50 PM
	Final Approval Date: 04/11/2014	

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 **TEDSI Infrastructure Group, Inc.** hereinafter call the "Engineer".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the 9th day of April, 2013 concerning **Owner's** desire to contract with the **Engineer** to provide management and professional engineering services for the **Pct. 1 - 2012 Bond Referendum Improvement Projects** (hereinafter referred to as the "**Projects**"); and

WHEREAS, **Article 14 - "Subcontracting & Assignment"** of the Agreement, This Article states that the Engineer shall notify the Owner when any sub-consultant firm needs to be added to the agreement for various work tasks; and

WHEREAS, **Article 18 - "Engineers Resources"** of the Agreement, This Article states that the Engineers contract was executed with an Organizational chart identifying the Sub-consultant firms at the time of contract execution. The Engineer noted on said Organization Chart that additional firms would be added as they were identified.

WHEREAS, it has become necessary to amend the Agreement to identify additional TEDSI Work Classifications & their associated Rates and those additional firms and their associated Exhibit D Rates.

AGREEMENT

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

The Engineer is requesting approval to add the following Sub-Consultant Firms and their respective rates to the Contract: AMTEST and RGV Right-of-Way Services, LLC.

All other articles and 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 the Agreement for Professional Services to be executed as of the 1st day of April, 2014.

ENGINEER:
TEDSI Infrastructure Group, Inc.

OWNER:
Hidalgo County Drainage District No. 1

BY: _____
Jesse Salinas, President / CEO

BY: _____
Ramon Garcia, Chairman

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

By: Stephen L. Crain

CONTRACT RATES

AMTEST

Individual Rate Sheet

DESCRIPTION	RATE
HETEROTROPHIC PLATE COUNT	\$20.00
PH WATER	\$10.00
COLOR	\$10.00
TOTAL DISSOLVED SOLIDS	\$15.00
TURBIDITY ANALYSIS	\$10.00
TOTAL ORGANIC CARBON- WATER	\$30.00
ALKALINITY	\$15.00
CHLORIDE	\$12.00
HARDNESS	\$12.00
SULFATE	\$15.00
SODIUM	\$10.00
POTASSIUM	\$10.00
AMMONIA NITROGEN	\$15.00
NITRATES	\$25.00
DISSOLVED IRON	\$10.00
DISSOLVED MANGANESE	\$10.00
ALUMINUM	\$10.00
IRON	\$10.00
MANGANESE	\$10.00
SILICA	\$20.00
PESTICIDES IN WATER	\$150.00

CONTRACT RATES

RGV Right-of-Way Services, LLC

Labor/Staff Classification	Contract Rate
Principal/Acquisition Manager	\$250/hr

AI-44078

11.

DRAINAGE DISTRICT

Meeting Date: 04/15/2014

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Authority to publish a Request for Qualifications pursuant to Texas Water Code, Chapter 49, Section .057(d), for the engagement of an attorney for the review of the agreement between Hidalgo County Drainage District #1 and Integ Corporation with said engagement to follow the procedures provided in Subchapter A, Chapter 2254, Government Code (Professional Services Procurement Act);

B. Approval of scope of services to include, but not limited to, conduct an investigation into the issues of payment of \$3,735,000.00 to Integ Corporation for construction management of Hidalgo County Drainage District #1 Master Drainage Plan Phase II projects and upon completion, prepare and provide a report to the Hidalgo County Drainage District #1 Board of Directors with RFQ packet to be drafted and presented to Board for approval when completed with the following:

1. Attorneys licensed in the State of Texas
2. 20+yrs. of experience with extensive knowledge in contract law/litigation
3. Term of engagement
4. Research, review and report to Board of Directors due within 30 days after engagement and receipt of purchase order

BACKGROUND

Fiscal Impact

FISCAL YEAR:	ACCOUNT #:
FUNDS AVAILABLE? Y/N:	MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:

Funding for engagement to come from HCDD#1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/11/2014 04:16 PM
Final Approval	Monica Badillo	04/11/2014 05:27 PM
Form Started By: Marty Salazar		Started On: 04/11/2014 03:55 PM
Final Approval Date: 04/11/2014		