



**AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 6, 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-44317** Presentation and status on Delta Watershed Project.
5. **AI-44315** 2013 Bond Series
Discussion and approval of land acquisition in relation to J-09 drainage project for parcels 41,42,43,48,50,53 &55.
6. **AI-44339** A.) Requesting approval to enter into a lease agreement for two (2) Xerox 6605 Printer with Dahill through the District's membership with (Department of Information Resources Contract No. DIR-SDD-1767; \$95.00 ea. monthly to include all service, parts, toner and supplies.

B.) Requesting approval of attached specifications and approval to advertise for RFB No.: HCDD1-14-012-06-04 "GASOLINE, ON & OFF HIGHWAY DIESEL FUEL".

2013 BOND SERIES

C.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all required specifications for RFB No. HCDD1-14-010-04-09 "Pct. 2 Rural Drainage Development - Seminole Valley Subdivision Area Drainage Improvements" RDH Site & Concrete \$307,273.00.
7. **AI-44365** A. Discussion and approval of the draft-Request for Qualifications procurement packet (i.e. legal notices, qualifications, scope of services, requirements, selection criteria, scoring sheets and draft letter of engagement) for: "Engagement of Professional Legal Services" in connection with the review and report for the agreement between Hidalgo County Drainage District #1 and Integ Corporation-for construction management-Master Drainage Plan-Phase II (including any modifications, additions and/or

deletions requested by BOD) with the following proposed the 3 statutory (Water Code) publication dates for (ads as auth. by DD#1-BOD on meeting of 4-15-14):

Saturday, May 10, 2014

Saturday, May 17, 2014

Saturday, May 24, 2014

with acceptance date for Statements of Qualifications in response to RFQ: on, Wednesday, June 4, 2014; and,

B. Assignment/Selection/Designation of the "Evaluation Committee" for the project.

8. **AI-44381** Discussion, consideration, and approval of Supplemental Work Authorization No. 1 to Work Authorization No. 16 with S&B Infrastructure, Ltd. as it relates to the coordination with the Texas Commission on Environmental Quality (TCEQ) regarding the Raymondville Drain. This Supplemental agreement is in the amount of \$129,269.20 and identifies a subcontract with Guerra, Leeds, Sabo and Hernandez, PLLC to assist in the performance of services.
9. **AI-44391**
 - A. Discussion, consideration and action on creation of position of General Manager
 - B. Approval to Set Salary
 - C. Approval of Revised Salary Schedule
10. **Closed Session:**

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

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

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

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

AI-44317

4.

DRAINAGE DISTRICT

Meeting Date: 05/06/2014

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Presentation and status on Delta Watershed Project.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/30/2014 11:43 AM
Final Approval	Monica Badillo	05/02/2014 05:16 PM
Form Started By: Sylvia Sanchez		Started On: 04/30/2014 10:56 AM
	Final Approval Date: 05/02/2014	

AI-44315

5.

DRAINAGE DISTRICT

Meeting Date: 05/06/2014

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series

Discussion and approval of land acquisition in relation to J-09 drainage project for parcels 41,42,43,48,50,53 &55.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/30/2014 11:39 AM
Final Approval	Monica Badillo	05/02/2014 05:16 PM
Form Started By: Sylvia Sanchez		Started On: 04/30/2014 09:09 AM
	Final Approval Date: 05/02/2014	

AI-44339

6.

DRAINAGE DISTRICT

Meeting Date: 05/06/2014

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to enter into a lease agreement for two (2) Xerox 6605 Printer with Dahill through the District's membership with (Department of Information Resources Contract No. DIR-SDD-1767; \$95.00 ea. monthly to include all service, parts, toner and supplies.

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BACKGROUND

Attachments

Gasoline/Diesel Specs

Pct. 2 Seminole Bid Tab

Dahill

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/02/2014 09:50 AM
Final Approval	Monica Badillo	05/02/2014 05:16 PM
Form Started By: Jaime Salazar		Started On: 05/01/2014 10:18 AM
	Final Approval Date: 05/02/2014	

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
“GASOLINE, ON & OFF HIGHWAY DIESEL FUEL”

BID No.: HCDD1-14-012-06-04

EXHIBIT A

BID SPECIFICATIONS

PROJECT OVERVIEW

Hidalgo County Drainage District No. 1 is seeking bids from qualified and interested vendors for purchase of fuel, i.e. gasoline (grades described in specifications). Hidalgo County Drainage District No. 1 will contract with the lowest responsible bidder which meets all specifications and requirements contained herein. All purchases of gasoline and/or, on and/or highway diesel fuel will be on an “As Needed Basis” only. There is no guarantee on annual volume. Hidalgo County Drainage District No. 1 may seek purchases from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

I. GENERAL INSTRUCTIONS & CONDITIONS TO BIDDERS:

- a) Bids must be submitted by: 9:30 A.M., Wednesday, June 4, 2014, at which time they will be opened at the Hidalgo County Drainage District No.1 office located at 902 N. Doolittle, Edinburg, Texas.
- b) Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request for bids.

BID ACCEPTANCE:

- c) Unsigned bids will not be considered.
- d) Bids received after bid date and time will not be considered and will be returned to vendor unopened.
- e) Only sealed bids will be accepted. Faxed bids will not be accepted.

Any change to this documentation must be in written addendum and signed by Hidalgo County Drainage District No.1 Chairman of the Board, or his designee.

Hidalgo County Drainage District No. 1 reserves the right to accept or reject all or part of the bids, waive minor technicalities and award the bid to best serve the interest of Hidalgo County Drainage District No. 1.

BID PRICE:

Bid your lowest margin of profit for all gasoline and diesel grades. The margin of profit shall remain the same for both bulk fuel.

Detailed explanation of warranties must be provided with bid.

Prices that Hidalgo County Drainage District No. 1 will pay for all fuel delivery during the

term of the contract will be based upon the bidder price above or below on the OPIS READING REPORT (Harlingen Pad) date of Wednesday, May 28, 2014. Bidder must provide a copy of the May 28, 2014, OPIS REPORT along with the bid a current relevant OPIS REPORT (Harlingen Pad) with each invoice.

To expedite evaluation of bids, **Hidalgo County Drainage District No. 1** forms must be used to submit pricing information.

Bids shall be on the BID FORM enclosed and sealed in an envelope clearly labeled as follows:

HIDALGO COUNTY DRAINAGE DISTRICT No.1
“GASOLINE, ON & OFF HIGHWAY DIESEL FUEL”
BID No.: HCDD1-14-012-06-04
ATTN: JAIME J. SALAZAR, BUYER

REFERENCES:

A list of a minimum of five references/contracts for any national, state, local political subdivision, private sector or other entity must be submitted along with your bid for qualification. Information regarding point of contact and contract term should include, but not limited to, the following:

- 1) Company
- 2) Contact Person
- 3) Phone Number
- 4) Term of the contract

BID WITHDRAWAL:

No bid may be withdrawn for a period of ninety (90) days subsequent to the bid opening date without expressed written consent of Hidalgo County Drainage District No.1.

VOLUME:

All purchase of gasoline and/or, on and/or off highway diesel fuel will be on “As Needed Basis Only”. There is no guarantee on annual volume. Hidalgo County Drainage District No.1 may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in its best interest to do so.

After the bid is awarded and the awarded bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 reserve the right to seek goods/services from the secondary vendor, state awarded vendors or any other cooperative purchasing programs at no additional cost incurred by Hidalgo County Drainage District No. 1 for such item.

RESPONSIBLE BIDDER:

Bidders having a history of inconsistent services and unreliability will not be considered by

Hidalgo County Drainage District No. 1 to be a responsible bidder.

The business must be a well established organization and have any adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

Awarded vendor must have 24 hour facility and personnel, emergency disaster fuel availability.

Awarded vendor will maintain and emergency disaster fuel program available for Hidalgo County Drainage District No.1 fuel locations.

Disasters will be acts of God such as hurricanes, floods, tornadoes, etc.

TERM:

Hidalgo County Drainage District No. 1 is requesting bids for “**GASOLINE, ON & OFF HIGHWAY DIESEL FUEL**”, for a period of one (1) year, commencing upon bid award date and continuing for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement process.

Bid prices are to remain firm from **BID AWARD DATE** and continuing for a period of one (1) year from bid award date.

TERMINATION:

Either party may terminate this agreement upon giving written notice ninety (90) days prior to effective date of said termination.

Funds for this procurement have been provided through the Hidalgo County Drainage District No. 1's budget for this fiscal year only. Hidalgo County Drainage District No. 1, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Drainage District No. 1 are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of Hidalgo County Drainage District No. 1 which is payable out of funds beyond the current fiscal year.

If termination of contract is necessary, the successful bidder will not add any termination penalties to said contract.

II. COMPLIANCE WITH SPECIFICATIONS & HIDALGO COUNTY DRAINAGE DISTRICT NO.1'S RIGHT OF SELECTION:

All bidder(s) shall abide by & comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

Bidders will be required to comply with all applicable equal employment opportunity laws

and regulations.

EVALUATION OF BIDS:

All bids shall be evaluated on all factors involved, i.e., price, quality and service, etc., whichever is in the best interest of Hidalgo County Drainage District No. 1. No cash advance discount will be considered.

DEVIATIONS FROM SPECIFICATIONS:

All deviations from the specifications must be noted in writing, in detail by bidder at the time of submittal of the bid.

“OR EQUAL” INTERPRETATION CLAUSE:

Anytime a particular manufacturer’s name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bid, the bidder shall indicate clearly the product on which bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

No substitutions will be accepted after item(s) have been awarded as specified.

REPRESENTATIONS:

The vendor represents that the items/and or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County Drainage District No.1 determines in its sole discretion, that part of or all of the items and/or services fail to meet the expectations of Hidalgo County Drainage District No. 1, Hidalgo County Drainage District No.1 may on a ten (10) day notice, terminate this agreement and be relieved of any further obligation to vendor.

ERRORS IN BIDS, RELIEF OF BIDS:

Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids, failure to do so will be at the bidder’s own risk and bidder cannot secure relief of the plea or error. Neither law nor regulation make the allowance for errors or omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

PRODUCT QUALITY:

Fuels supplied under this bid shall be free from contamination. **Hidalgo County Drainage District No. 1** reserves the right to test fuel quality upon delivery, prior to unloading. Should test results show that fuel contains contamination, it will be rejected.

For purpose of this specification, contamination is defined as any element which enters pure

refined gasoline and diesel fuel either naturally or by purposeful action which is not a product of refined crude oil. With the exception of winter additives, detergents, and identifying dyes, any amount of alcohol is considered contamination and will not be allowed.

Vendor shall be responsible for the removal of the fuel from **Hidalgo County Drainage District No. 1** property within three (3) working days after requested to do so should laboratory test results show fuel contains any level of alcohol or other contaminants. The vendor shall also be responsible for all cleanup required to **Hidalgo County Drainage District No. 1** property, storage facilities, vehicles and equipment as a result of non-compliance with specifications. Furthermore, the vendor shall be fully responsible for any and all cost incurred by **Hidalgo County Drainage District No. 1** for any vehicles or equipment sustaining damage which is attributed to contaminated fuel(s) which the vendor has delivered.

Additional Information:

Hidalgo County Drainage District No.1 requests that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed in writing and faxed to Attn: Jaime J. Salazar (956) 292-7089 or emailed to jaime.salazar@hcdd1.org . **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via email or facsimile no later than, Wednesday, May 28, 2014 at 5:00 p.m., at jaime.salazar@hcdd1.org or fax: (956) 292-7089. Responses to said inquiries will be sent to all applicants by no later than 5:00 p.m., Friday, May 30, 2014.

III. BID AWARD:

Hidalgo County Drainage District No. 1 will award bid to bidder with the lowest margin of profit. A “Primary” and “Secondary” vendors will be awarded for purchases from this contract through the effective period of this award. In situations when the “Primary” vendor does not comply with the specifications, requirements, terms, conditions, obligations, including delivery all contained within this bid packet, department will purchase from the “Secondary” vendor. For evaluation & consideration of items bid, samples may be requested.

IV. DELIVERY INSTRUCTIONS:

1. Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday unless otherwise specified by HCDD1.
2. Bidder shall deliver the requested amount of fuel within 24 hours following the request for earlier if requested. Partial orders will be considered as a basis of non-compliance.

V. BILLING AND PAYMENT INSTRUCTIONS:

Invoice must include:

A) Marked-**HIDALGO COUNTY DRAINAGE DISTRICT No. 1-“GASOLINE, ON & OFF HIGHWAY DIESEL FUEL”**

B) Copy of signed delivery ticket

Hidalgo County Drainage District No. 1 makes payment monthly upon request of a properly executed invoice & documentation from vendor.

Contact person for Billing & Payment questions:

*Mr. Godfrey Garza Jr./District Manager
902 North Doolittle Road
Edinburg, Texas 78542
(956) 292-7080*

**HIDALGO COUNTY DRAINAGE DISTRICT No. 1
“GASOLINE, ON & OFF HIGHWAY DIESEL FUEL”
BID No.: HCDD1-14-012-06-04**

Compliance with all specifications is required. Detailed specifications are included.

Bidder shall fully service **HIDALGO COUNTY DRAINAGE DISTRICT No.1** existing storage facilities at the location site as listed. Bidder shall also deliver the fuel ordered within 24 hours of order by the District.

<u>DESIGNATED DEPARTMENT/ADDRESS</u>		<u>NO. OF STORAGE TANKS</u>
Hidalgo County Drainage District No. 1 902 N. Doolittle-Edinburg, TX. Phone No. (956-292-7080) Contact: Sylvia Sanchez		3
TANK TYPE	GALLONS PER TANK	LOCATION
Aboveground - Gasoline	5000 Gallons	Drainage District Shop
Aboveground-Diesel	5000 Gallons	Drainage District Shop
Aboveground-Diesel	1000 Gallons	Drainage District Shop

In the event discounts are to be granted for rapid payment, bidder is encouraged to express any such discount in its bid.

Approximate quantities of bid items used by **HIDALGO COUNTY DRAINAGE DISTRICT No.1** during the period of the contract:

1. 50,000 gallons 89 Octane/1G API Regional Specs Unleaded Plus Gasoline
2. 40,000 gallons 91 Octane or better/1G X API Regional Super Unleaded Gasoline
3. 40,000 gallons minimum 87 Octane/1G X API Regional Specs Unleaded Gasoline
4. 100,000 gallons diesel fuel #2 grade (On & Off Highway use) report 40 Cetane/1G X API Regional Specs (no oxinated and/or alcohol base compound may be added).

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
“GASOLINE, ON & OFF HIGHWAY DIESEL FUEL”
BID No.: HCDD1-14-012-06-04

VENDOR ACKNOWLEDGMENT FORM

NON-COLLUSIVE BIDDING CERTIFICATION:

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County Drainage District No. 1. Signing this Acknowledgment form confirms that our company will enter into a binding contract with the Drainage for item(s) awarded to our company.

The undersigned bidder, by signing and executing this bid, certifies and represents to Hidalgo County Drainage District No. 1 that bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the bidder also certifies and represents that bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipients' decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the bidder certifies and represents that bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County Drainage District No. 1 concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the bidder further certifies and represents that bidder has not violated any state, federal or local law, regulation or ordinance relating bribe, improper influence, collusion or the like and that bidder will not in the future offer, confer or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County Drainage District No. 1 in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the bidder certifies and represents that is has not now or in the future, offer, confer or agree to confer a pecuniary benefit or other thing of value of any officer, trustee, agent or employee of Hidalgo County Drainage District No. 1 in connection with the information regarding this bid, the submission of this bid, the award of the bid or the performance, delivery or sale pursuant to this bid.

Signature Authorized Representative

Date

Company

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"GASOLINE, ON & OFF HIGHWAY DIESEL FUEL"
BID No.: HCDD1-14-012-06-04**

BIDDER'S INFORMATION FORM

BIDDER'S NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE NUMBER:

CELL PHONE:

FAX NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

DRAFT

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
"GASOLINE, ON & OFF HIGHWAY DIESEL FUEL"
BID No.: HCDD1-14-012-06-04
EXHIBIT B
BID SHEET

DELIVERY OF FUEL TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1 STORAGE FACILITY
LOCATION SITE: 902 N. Doolittle Edinburg, TX. 78542

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APPROXIMATE QUANTITIES		UNIT PRICE
50,000 Gallons Unleaded Plus Gasoline , supplied by one of the refiners listed in current OPIS report	OPIS PRICE	
Min. 89 Octane/IG API Regional Specs	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

APPROXIMATE QUANTITIES		UNIT PRICE
40,000 Gallons Super Unleaded Gasoline , supplied by one of the refiners listed in current OPIS report.	OPIS PRICE	
Min. 91 Octane/1G API Regional Specs	STATE TAX	
Margin of profit included remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

APPROXIMATE QUANTITIES		UNIT PRICE
40,000 Gallons Unleaded Gasoline , supplied by one of the refiners listed in current OPIS report	OPIS PRICE	
Min. 87 Octane/1G API Regional Specs	STATE TAX	
Margin of profit included remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
“GASOLINE, ON & OFF HIGHWAY DIESEL FUEL”
BID No.: HCDD1-14-012-06-04

BID SHEET (con't)

APPROXIMATE QUANTITIES		UNIT PRICE
50,000 Gallons Diesel Fuel #2 Grade, (Off		

Highway Use), supplied by one of the refiners listed in current OPIS report	OPIS PRICE	
40 Cetane/1GXAPI Regional Specs (No oxinated and/or alcohol base compound may be added)	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

APPROXIMATE QUANTITIES		UNIT PRICE
50,000 Gallons Diesel Fuel #2, (Highway Use), supplied by one of the refiners listed in current OPIS report	OPIS PRICE	
40 Cetane/1GXAPI Regional Specs. (No oxinated and/or alcohol base compound may be added)	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

**MARGIN OF PROFIT: MARKUP OR MARKDOWN ON PRICE
(PRICE IN DOLLARS & CENTS)**

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Jaime Salazar

FROM: Javier Gutierrez

Hidalgo County Drainage District

SUBJECT: Pct 2 Rural Drainage Development - Seminole Valley Subd

PROJECT NO.: ENG13.001

DATE: April 25, 2014

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS PLANS SHOP DRAWINGS CD

CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER:

BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Recommendation Letter
1		Bid Tabulations
1		Pkg of Bids Submitted

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS

FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT

FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPORVAL

AS REQUESTED FOR FURTHER PROCESSING ON LOAN

FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

COMMENTS: _____

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 25 2014

11:55 AM PM

Copy Distribution: file

Received by: _____

BY: Rosalva

R. Gutierrez Engineering Corporation

April 23, 2014

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

RE: Recommendation for Award Bid No. HCDD1-14-010-04-09
Project No: ENG13.001
Project Name: Pct2 Rural Drainage Development – Seminole Valley Subdivision Area
Drainage Improvements

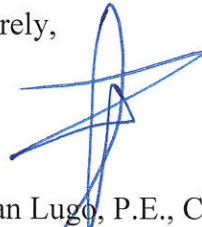
Dear Mr. Garza,

On April 16, 2014, at 10:30 a.m. in the Hidalgo County Drainage District No. 1 Conference Room, bids were opened and read aloud for the above project. Nine (9) bids were received for this project. The low bid was for **\$307,273.00** for the proposed work.

Attached please find a copy of the Plan Holders List and the bid tabulation sheet with bid extensions from our office. We have reviewed the bids submitted, as well as references provided to us by the bidder and we are recommending award of the contract to the lowest responsive bidder being RDH Site & Concrete from Pharr, Texas in the amount of \$307,273.00.

If you require our assistance please do not hesitate to call our office. We are ready to assist you and Hidalgo County Drainage District No. 1 in making this project a success.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Hernan Lugo', written over a faint grid background.

Hernan Lugo, P.E., C.F.M.
Senior Project Manager

cc: File
Pct. 2 Commissioner Hector "Tito" Palacios
(Cover letter only)

Search By [v] Enter search criteria



Home Co-op Contracts Texas.gov Security Data Center Telecom IT Leadership About DIR Contact Us



< Return to search results < Return to Main Search

Dahill Office Technology Corporation

URL Vendor Website
Vendor ID 15824814428
HUB Type Non HUB
DIR Contract Number DIR-SDD-1767
Contract Term End Date 12/5/2014
Contract Exp Date 12/5/2015

Dahill Office Technology Corporation

Contact Leticia Vazquez
Phone (210) 805-8200 x10125
Fax (210) 805-9733
DIR Contact Deana Loe
Phone (512) 463-0687
Fax (512) 475-4759

How to Order

- 1. For product and pricing information, visit the Dahill Office Technology Corporation website or contact Leticia Vazquez at (210) 805-8200 x10125.
2. Generate a purchase order, made payable to Dahill Office Technology Corporation. You must reference the DIR Contract Number DIR-SDD-1767 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-1767

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 - 357 KB | Updated 12/15/2011

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 - 144 KB | Updated 12/15/2011

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

- Dahill
DocuMate
KIP
Riso
Sharp

Available Products & Services

- Lease Agreement - Printers Copiers Scanners - MFP
Maintenance - Printers Copiers Scanners - MFP
Multifunction
Printers
Printers Copiers Scanners - MFP - Peripherals
Printers Copiers Scanners - MFP - Supplies

Additional Contract Information

- Appendix D, Maintenance Agreement (328 KB)
Appendix E, Master Operating Lease Agreement (236 KB)
Appendix F, Master Lease Agreement (298 KB)
Amendment 1 (94 KB)
Amendment 2 (77 KB)
Amendment 3 (142 KB)

Reseller Vendor Contacts

There are no resellers associated with this contract

Capitol Complex Directory
Statewide Search
Sponsored Sites
Planned Procurement Schedule

Document Library
SAO Fraud Reporting
Homeland Security
Texas Veterans Portal

FAQs
Site Policies
Site Map
Job Postings

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

Home Co-op Contracts Texas.gov Security Data Center Telecom IT Leadership About DIR Contact Us

© Department of Information Resources 2012

“ For your record ”

Dahill 360 Total Print Program

- Dahill Service Area Only
- Non-Network Mono & Color Laser Printer
- Local Only
- Minimum 36- Month Agreement
- Approved Printer Only – see following tables

Model	Color	PPM	1 to 9	10 to 19	20+
3320DN	N	37	\$17.50	\$16.50	\$15.00
3600N	N	40	\$19.50	\$18.00	\$16.50
6600DN	Y	35	\$75.00	\$69.00	\$65.00
6605DN	Y	36	(Printer/Color Scan/Fax/Email)		\$95.00

It Unlimited B/W & Color Includes 2,000 Qtly. w/overage @.075 each

- Includes UNLIMITED prints per printer per month.
- Includes all service, parts, toner and supplies. EXCLUDES paper and staples only.
- Agreement can be cancelled by either party with 90 days written notice for non-performance.
- Total Image Program: if added to equipment lease agreement, both contracts must be same term.
- Dahill may request a meter reading ONCE each year, customer is responsible to submit meter sheet.

Baldomero J. Gonzalez
Public Sector Account Manager
800-603-9951 Ext.20116
bgonzalez@dahill.com

DAHILL COST AVOIDANCE (DIR SDD-1767) - Updated 04/02/2014			
PRODUCT DESCRIPTION	PART NUMBER	% off list price (or state government price)	Customer Price (no tax, no S&H)
Phaser 3250D	3250D	11.00%	248.31
Phaser 3250DN	3250DN	11.00%	310.61
Phaser 3635MFP	MFP3635S1	11.00%	1,609.12
Phaser 3635MFP-with fax	MFP3635X1	11.00%	1,913.50
Phaser 4600DN	4600DN	11.00%	1,286.94
Phaser 4600DT	4600DT	11.00%	1,551.27
Phaser 4600N	4600N	11.00%	1,076.01
Phaser 5550DN	5550DN	11.00%	2,556.08
Phaser 5550DT	5550DT	11.00%	3,376.66
Phaser 5550N	5550N	11.00%	2,145.79
Phaser 6010 Color Printer	6010N	11.00%	317.73
Phaser 6500DN	6500DN	11.00%	531.33
Phaser 6500N	6500N	11.00%	424.53
Phaser 7500DN	7500DN	11.00%	2,888.94
Phaser 7500DT	7500DT	11.00%	3,414.04
Phaser 7500DX	7500DX	11.00%	4,687.63
Phaser 7500N	7500N	11.00%	2,569.43
WorkCentre 3210	3210MFPN	11.00%	355.11
WorkCentre 3220	3220MFPDN	11.00%	444.11
WorkCentre 6400S	WC6400S	11.00%	3,932.02
WorkCentre 6400X	WC6400X	11.00%	4,214.15
WorkCentre 6400XF1	WC6400XF1	11.00%	5,809.92
WorkCentre 6505DN - Color MFP	6505DN	11.00%	734.25
WorkCentre 6505N-Color MFP	6505N	11.00%	629.23
WorkCentre 3320DN	100N02802	11.00%	327.52
WorkCentre 3325DN	100N02808	11.00%	492.17
WorkCentre 3615DN	100N02678	11.00%	889.11
WorkCentre 4250X	100N02642	11.00%	2,775.02
WorkCentre 4250S	100N02655	11.00%	2,364.73
WorkCentre 4260X	100N02653	11.00%	3,345.51
WorkCentre 4260S	100N02779	11.00%	2,752.77
WorkCentre 4600N	Plus 097N01923	11.00%	1,076.01
WorkCentre 4600DN	Plus097N01874	11.00%	1,286.94
WorkCentre 4600DT	WC4600DT	11.00%	1,551.27
WorkCentre 3610DN	WC3610DN	11.00%	610.54
6600DN	6600DN	11.00%	577.61
6605DN	6605DN	11.00%	978.11
6700DN	100513106	11.00%	1,539.70
7100 D	7100D	11.00%	1,417.77
7100DN	7100DN	11.00%	1,621.58
8870DN	100S13039	11.00%	2,303.32
4620DN	100N02780 097N01923	11.00%	1,603.78
CQ8700S3	100S13241	11.00%	2,292.64
CQ8700X3	100S13242	11.00%	2,598.80
CQ8900X3	100S13238	11.00%	4,467.80
7800DN	100S13378	11.00%	4,249.75
1,000 Sheet Feeder	097S03716	11.00%	835.71

AI-44365

7.

DRAINAGE DISTRICT

Meeting Date: 05/06/2014

Submitted For: Martha L. Salazar, CPPB,
Purchasing Agent

Submitted By: Vangie Garcia, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Discussion and approval of the draft-Request for Qualifications procurement packet (i.e. legal notices, qualifications, scope of services, requirements, selection criteria, scoring sheets and draft letter of engagement) for: "Engagement of Professional Legal Services" in connection with the review and report for the agreement between Hidalgo County Drainage District #1 and Integ Corporation-for construction management-Master Drainage Plan-Phase II (including any modifications, additions and/or deletions requested by BOD) with the following proposed the 3 statutory (Water Code) publication dates for (ads as auth. by DD#1-BOD on meeting of 4-15-14):

Saturday, May 10, 2014

Saturday, May 17, 2014

Saturday, May 24, 2014

with acceptance date for Statements of Qualifications in response to RFQ: on, Wednesday, June 4, 2014; and,

B. Assignment/Selection/Designation of the "Evaluation Committee" for the project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCOUNT #: 110-433-006-43330

FUNDS AVAILABLE? Y/N:

MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:

Attachments

Draft RFQ Packet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/02/2014 02:19 PM
Purchasing Department	Marty Salazar	05/02/2014 03:15 PM
Budget & Management	Debbie Tamez	05/02/2014 03:27 PM
Final Approval	Monica Badillo	05/02/2014 05:16 PM
Form Started By: Vangie Garcia		Started On: 05/02/2014 09:03 AM
	Final Approval Date: 05/02/2014	

RFQ No. HCCD1-14-140-06-04-VYG

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ) CHECKLIST
“PROFESSIONAL LEGAL SERVICES”

1. Request for Statement of Qualification Letter consists of 1 .
2. Request for Statement of Qualification, Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid)
3. Exhibit “A” Requirements consisting of 6 pages.
4. Exhibit “B” Selection Criteria, consisting of 4 pages.
5. Exhibit “C” Insurance Requirements consisting of 4 pages.
(Must be submitted with bid)
6. Exhibit “D” CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Copy of receipt and this form must be submitted with bid)
7. Exhibit “E” Proposer’s Affidavit consists of 1 page.
(Must be submitted with bid)
8. Bidder/Vendor Application and W-9 form consisting of 6 pages.
(Must be submitted with bid)
9. Certification Regarding Debarment consisting of 1 page.
(Must be submitted with bid)
10. Draft Letter of Engagement for Services, consisting of _____ pages.

The above mentioned items shall be found in the Request for Statement of Qualification (SOQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you,

Martha L. Salazar, CPPB, Purchasing Agent

Date

REQUEST FOR STATEMENT OF QUALIFICATIONS

Hidalgo County Drainage District No. 1
Edinburg, Texas

“PROFESSIONAL LEGAL SERVICES”

ACCEPTANCE DATE: JUNE 4, 2014

Contact Person:

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
evangelina.garcia@co.hidalgo.tx.us
(956) 318-2626
Fax (956) 318-2629

Form HCDD1-04

LEGAL NOTICE

RFQ No: HCDD1-14-140-06-04-VYG

1. **Sealed Statements of Qualifications** will be received for "**Professional Legal Services-Hidalgo County Drainage District No. 1**", in accordance with the requirements attached hereto as Exhibit "A." SOQ's should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Drainage District No.1. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall SOQ.
2. One (1) original, five (5) copies and one (1) CD in PDF Format of all SOQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner of envelope. The proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package is: **REQUEST FOR STATEMENT OF QUALIFICATIONS HCDD1-14-140-06-04-VYG-"PROFESSIONAL LEGAL SERVICES"-HIDALGO COUNTY DRAINAGE DISTRICT No. 1**. Submit SOQ's to **Hidalgo County Purchasing Department, 2812 S. Business Hwy, 281, Edinburg, Texas, on or before 9:30 a.m., June 4, 2014.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SOQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.

- Hidalgo County Drainage District No. 1 reserves the right to refuse and reject any/all SOQs and to waive any/all formalities or technicalities, or to accept the SOQ considered the best and most advantageous to Hidalgo County Drainage District No. 1.
3. Hidalgo County Drainage District No. 1 reserves the right to separate and accept, or eliminate any item(s) listed under this SOQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Drainage District No.1 also reserves the right to reject any or all SOQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best SOQ for approval. Receipt of any SOQ shall under no circumstances obligate Hidalgo County Drainage District No.1 to accept the lowest dollar SOQ. The award of this contract shall be made to the responsible vendor, whose SOQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
 4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Drainage District No.1 from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Drainage District No.1 may elect to award the contract to the next-lowest responsible respondent, or to reject all SOQs and re-advertise.
 5. For work to be performed at a Drainage District-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the SOQ and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the SOQ.

6. No SOQ may be withdrawn within ninety (90) days from the scheduled time to accept SOQs.
7. Any interpretations, amendments, corrections or changes to this SOQ document must be in a written addendum and signed by the Chairman of the Board or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Statement of Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their SOQ.
8. Hidalgo County Drainage District No.1 reserves the right to accept or reject any or all SOQs.
9. Costs are to be net F.O.B. destination, the District Prepaid.
10. Hidalgo County Drainage District No.1 is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the District budget for this fiscal year only. The District, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of The District are insufficient to meet the liabilities of said contract. The award of a SOQ or contract hereunder will not be construed to create a debt for The District, which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Drainage District No.1 Office in order to establish an account with the District. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
 - . If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Vangie Y. Garcia, Contract's Manager
(956) 318-2626
14. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful vendor
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

- d) Notation - "**Request for Statement Of Qualifications for Professional Legal Services**"
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Drainage District No. 1
Accounting Dept.
902 N. Doolittle
Edinburg, TX 78542
956-292-7080

15. Schedule of Events
SOQ Acceptance, 9:30 A.M. June 4, 2014
Award of Contract _____, 2014
Commence Work or Deliver Products _____, 2014

16. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the HCDD1 for the full amount of the contract, if that contract exceeds \$50,000.~~

. ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to HCDD1, and, if applicable, the receipt by HCDD1 of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County Drainage District No.1, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County Drainage District No.1.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County Drainage District No.1, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

. **NOTICE:** Notice: All communications by a vendor to the Hidalgo County Drainage District No.1 Board of Directors and Department Heads regarding this procurement shall be done through the Hidalgo County Purchasing Agent, CPPB, Martha L. Salazar.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Board Of Directors and/or Drainage District No.1 staff regarding any procurement of goods or services by the Drainage District from the date that the SOQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the Board of Directors are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with The Hidalgo County Drainage District No.1 ("Drainage District") to disclose in the Conflict

of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with Hidalgo County Drainage District No.1. By law, the CIQ must be filed with the Hidalgo County Drainage District No.1 Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with The Hidalgo County Drainage District No.1 for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with The Hidalgo County Drainage District No.1 are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Purchasing Department located at 2812 S. Business Hwy. 281 , Edinburg, Texas 78539-Hidalgo County.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE VENDOR.

19. If, during the life of any contract or SOQ awarded, the successful vendors' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Drainage District No.1.
20. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards for Responsible Prospective Vendors: A prospective vendor must affirmatively demonstrate vendors' responsibility. A prospective vendor, by submitting a proposal, represents to Hidalgo County Drainage District No.1 that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
22. Successful respondent will pay or cause to be paid, without cost or expenses to Hidalgo County Drainage District No.1, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law.

Successful vendors officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County Drainage District No.1, including, but not limited to, benefits associated with Hidalgo County Drainage District No.1 civil service system.

23. Any contract award to a successful vendor will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Drainage District No.1 with thirty (30) day's written notice prior to cancellation.
24. Hidalgo County Drainage District No.1 reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of Hidalgo County Drainage District No.1 in the event of breach or default by successful vendor; Hidalgo County Drainage District No.1 reserves the right to terminate any contract immediately in the event a successful vendor fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful respondent shall defend, indemnify and save harmless Hidalgo County Drainage District No.1 and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor indemnifies and will indemnify and save harmless Hidalgo County Drainage District No.1 from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against Hidalgo County Drainage District No.1 growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Drainage District No.1 by counsel reasonably acceptable to Hidalgo County Drainage District No.1. Successful respondents indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful vendor.
26. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Statement of Qualifications shall be subject to Hidalgo County Drainage District No.1 approval. Items found to be defective or not meeting specifications shall be replaced by successful vendor within two business days at no expense to Hidalgo County Drainage District No.1. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Drainage

District No.1 and may be used or disposed of at Hidalgo County Drainage District No.1 discretion and without waiver of any other rights of Hidalgo County Drainage District No.1 as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Drainage District No.1.
29. Respondents shall provide with the SOQ response, a list of at least **three (3) references** where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Respondents must provide **all** documentation requested with this SOQ in their response. Failure to provide this information may result in rejection of the SOQ as non-conforming

Request for Statement of Qualifications

For

Hidalgo County Drainage District No.1

“Professional Legal Services”

SOQ No: HCDD1-14-140-06-04-VYG

To: Vangie Y. Garcia, Contract’s Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore

mentioned. The undersigned bidder further agrees, upon acceptance of its SOQ, to execute a Letter of Engagement and/or Purchase Order issued by Hidalgo County Drainage District No.1 for performing and completing the scope of services as described in the SOQ within the time stated and for the fees negotiated once finalized in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request for Statement of Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 reserves the right to reject any or all SOQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualified.

Participant(s) agrees that this SOQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting SOQs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name/Title: _____

EXHIBIT A

REQUIREMENTS

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
REQUEST FOR STATEMENT OF QUALIFICATIONS**

“PROFESSIONAL LEGAL SERVICES”

RFQ No: HCDD1-14-140-06-04-VYG

Hidalgo County Purchasing Department will be accepting Statements of Qualifications for Hidalgo County Drainage District No. 1 from a qualified licensed attorney/firm for the provision of "Legal Services for the review of agreement between Hidalgo County Drainage District No.1 and Integ Corporation". The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision as specified herein.

Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, June 6, 2014. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:

RFQ Number: HCDD1-14-140-06-04-VYG
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Acceptance Date.

The following outlines the Request for Statement of Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Drainage District No.1 is requesting that statements of qualifications be routed to Vangie Y. Garcia, Contract's Manager, at 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL OR FACSIMILE BY NO LATER THAN Wednesday, May 21, 2014 at 5:00 P.M. at evangelina.garcia@co.hidalgo.tx.us or by fax at (956) 318-2629. Responses will be sent to all applicants via email or facsimile by Friday, May 23, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this SOQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF SOQs: Hidalgo County's Drainage District No. 1 will

not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County Drainage District No. 1 will make the final determination as to the submitter's ability.

RESPONDENT DEFAULT: Hidalgo County Drainage District No. 1 reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Statement of Qualifications (RFQ) packet and to notify the Drainage District in writing if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County Drainage District No. 1 requires submitters, when hand delivering statements of qualifications, to have a Drainage District representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Drainage District No.1 reserves the right to waive minor informalities or technicalities when it is in the best interest of District.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Board of Directors of The Hidalgo County Drainage District No.1.

TERM : The term of engagement for a thirty (30) day period with Drainage District's sole option to extend, if necessary, and with same engagement fees, terms and conditions.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (**if applicable**).

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the SOQ are described in this section. Failure to provide the requested information or adhere to any Drainage District limitations will result in disqualification of the submitted SOQ.

CONTENTS: The required contents for the SOQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the attorney/firm's understanding of the scope of engagement services and requirements meeting all

federal, state, local statutes and rules that apply. This description should be concise, candid, and limited to no more than 2 pages in length.

FIRM QUALIFICATIONS:

Hidalgo County Drainage District No. 1 is seeking to contract with a competent, qualified legal attorney/firm to engage legal services as detailed under “Scope Of Services”, but not limited to, the following:

- Attorney/firm licensed to practice law in the State of Texas;
- Attorney/firm with a minimum of 20 years of experience with extensive knowledge in contract law/litigation.

Additionally, this section should include a description of the attorney/firm's project personnel and their most recent similar project(s). For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the State of Texas, Hidalgo County. Any/All qualified attorney/firm is required to furnish a certification or acknowledgment stating that the attorney/firm is/are free from suspension or debarment pursuant to federal regulations 45CRF76. Certification form is included in this packet and must be completed and submitted as part of the response on the SOQ. The attorney/firm should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County Drainage District No. 1 and as detailed in Exhibit “C” contained herein.

SCOPE OF SERVICES:

The scope of services required by Hidalgo County Drainage District including but not limited to, as follows:

- Review of the agreement between Hidalgo County Drainage District No. 1 and Integ Corporation;
- Conduct an investigation into the issues of payment of \$3,735,000.00 to Integ for construction management of Hidalgo County Drainage District No. 1 Master Drainage Plan Phase II Projects;
- Prepare and provide a report to the Hidalgo County Drainage District No. 1 Board of Directors;
- Follow the procedures provided in Subchapter A, Chapter 2254, Government Code (Professional Services Procurement Act);

- Research, review and report to Board Of Directors due within 30 days after engagement and receipt of purchase order.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Drainage District No.1 requires **one (1) original, five (5) copies and one (1) CD in PDF Format.**

SECTION III : SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Hidalgo County Drainage District No. 1 Board of Directors.

(A) The Hidalgo County Drainage District No. 1 Board of Directors and/or an Evaluation Committee (selected and/or designated by the Board of Directors) will review, score and evaluate the SOQs received in response to this Hidalgo County Drainage District No.1 request for qualifications.

(B) After the SOQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Drainage District No. 1 Board of Directors meeting for the purposes of ranking.

Qualifications will be graded on a point system with emphasis on ability to service the Drainage District and experience, including but not limited to the following:

A. Attorney/Firm Qualifications:

1. The attorney/firm should provide the resume of each of the firms' professionals (if, applicable) who will be assisting on this project (only if more than one attorney will be providing services). (All attorneys should be licensed to practice in the State of Texas).
2. Contract and litigation law specializations or board certifications should also be detailed in each résumé. (Copies of current valid licenses, certifications and registrations should be included in this section and other pertinent information that demonstrates their qualifications to perform the services required.)

B. Experience of Attorney/Firm/Team:

1. The attorney/firm shall demonstrate with detail the minimum 20 years experience in the area of contract and litigation law.
2. The attorney/firm shall demonstrate in detailed writing if exceeding the 20 years experience in the area of contract and litigation law.

The attorney/firm shall designate experienced staff to completely and efficiently perform the services. The designated individuals may not be replaced during the project unless approved by the Drainage District No. 1 Board of Directors. The attorney/firm must state the approach and/or (methodology) in achieving and rendering all services detailed and.

C. Understanding the Scope of Engagement of Services/Requirements:

The attorney/firm should provide as much background information as to its' experience in providing similar services in connection to civil litigation and contract law. This should be concise, candid, and limited to no more than 2 pages in length.

D. Commitment to term of Engagement of Attorney/Firm:

The attorney/firm shall commitment to the term of engagement for thirty (30) day period with Drainage District's sole option to extend, if necessary, with same fees, terms and conditions. Please site at least 5 cases that relate very similar circumstances as to the scope of services and requirements for this project.

NEGOTIATION PROCESS:

Negotiations will commence with Drainage District Board of Directors approved attorney/firm.

- 1.) Attorney/Firms will be asked to submit as part of those negotiations a "scope of service" including fees.
- 2.) The negotiated letter of engagement/contract including best and final offer with the successful attorney/firm will be presented to the Board of Directors (including compliance with all requirements set for in RFQ) for consideration and final approval.
- 3.) If negotiations are not successful, the Hidalgo County Drainage District No.1 will recommend to the Board of Directors that negotiations be ceased and commence to negotiate with the next qualified attorney/firm.

EXHIBIT B

EVALUATION CRITERIA

**HIDALGO COUNTY DRAINAGE DISTRICT NO.1
REQUEST FOR QUALIFICATIONS**

“PROFESSIONAL LEGAL SERVICES”

EVALUATION CRITERIA **REQUEST FOR QUALIFICATIONS**

Evaluation Criteria

The Statements of Qualifications will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Attorney/Firm Qualifications:

- a. The attorney/firm should provide the resume of each of the firms' professionals (if applicable) who will be assisting on this project (only if more than one attorney will be providing services). (All attorneys should be licensed to practice in the State of Texas.)
- b. Civil litigation and contract law specializations or board certifications should also be detailed in each résumé. (Copies of current valid licenses, certifications and registrations should be included in this section and other pertinent information that demonstrates their qualifications to perform the services required.)

2. Experience of Attorney/Firm/Team:

1. The attorney/firm shall demonstrate with detail the minimum 20 years experience in the area of contract and litigation law.
2. The attorney/firm shall demonstrate in detailed writing if exceeding the 20 years experience in the area of contract and litigation law.

The attorney/firm shall designate experienced staff to completely and efficiently perform the services. The designated individuals may not be replaced during the project unless approved by the Drainage District No. 1 Board of Directors. The attorney/firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required.

3. Understanding the Scope of Engagement of Services/Requirements:

The attorney/firm should provide as much background information as to its' experience in providing similar services in connection to civil litigation and contract law. This should be concise, candid, and limited to no more than 2 pages in length. Please site at least 5 cases that relate very similar circumstances as to the scope of services and requirements for this project.

4. Term: Commitment to term of Engagement of Attorney/Firm:

The attorney/firm shall state commitment to the term of this engagement (thirty (30) day period) with Drainage District's sole option to extend, if necessary, under the same fees, terms and conditions.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
Request for Statement of Qualifications
“PROFESSIONAL LEGAL SERVICES”

SOQ's EVALUATION FORM

<u>Selection Criteria</u>	<u>RANGE POINTS</u>	<u>SCORE</u>
1. Attorney/Firm Qualifications: <i>(Refer to Section II-RFQ-Requirements) TOTAL 20 PTS.</i>		
a. The attorney/firm should provide the resume of each of the firms' professionals (if, applicable) who will be assisting on this project (only if more than one attorney will be providing services). All attorneys should be licensed to practice in the State of Texas.	<u>0-10 pts.</u>	_____
b. Civil litigation and contract law specializations or board certifications should also be detailed in each résumé. Copies of current valid licenses, certifications and registrations should be included in this section and other pertinent information that demonstrates their qualifications to perform the services required.	<u>0-10 pts.</u>	_____
Comments/Rationale For Points:		

2. Experience of Attorney/Firm's Team: (Refer to Section III-RFQ-Requirements) TOTAL 50 PTS.

a. The attorney/firm shall demonstrate in detailed writing the minimum 20 years experience in the area of civil litigation and contract law.

b. The attorney/firm shall demonstrate in detailed writing if exceeding the 20 years experience in the area of civil litigation and contract law.

0-10 pts. _____

c. The attorney/firm shall designate experienced staff to completely and efficiently perform the services. The designated individuals may not be replaced during the project unless approved by the Drainage District No. 1 Board of Directors. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The attorney/firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resource

0-40 pts _____

Comments/Rationale For Points:

3. Understanding the Scope of Requirements of Specialized Services: (Refer to Section II-RFQ-Requirements) TOTAL 15 PTS

The attorney/firm should provide as much background information as to its' experience in providing similar services in connection to civil litigation and contract law. This should be concise, candid, and limited to no more than 2 pages in length.

0-15 pts _____

Comments/Rationale For Points:

4. Term: Commitment to term of Engagement of Attorney/Firm: (Refer to Section II-RFQ-Requirements) TOTAL 15 PTS

The attorney/firm shall commitment to the term of engagement for thirty (30) day period with Drainage District's sole option to extend, if necessary, with same fees, terms and conditions.

0-15 pts _____

Comments/Rationale For Points:

PROVIDER: _____

EVALUATOR: _____

DATE: _____

DRAFT

EXHIBIT C
Insurance Requirements
Professional Services

The proposer/applicant awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer/applicant in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars

(\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to Drainage District hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the Drainage District.

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming Hidalgo County Drainage District No.1 as an additional insured shall be submitted to the Drainage District for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Drainage District prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Drainage District. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company /Vendor

hereby acknowledge receipt of the Drainage District's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Drainage District of award of project by the Hidalgo County Drainage District No.1 Board of Directors.

- will acquire additional amounts required to meet the Drainage District's requirements within 10 working days after notification from Drainage District of award of project by the Hidalgo County Drainage District No.1 Board of Directors.

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met; see attached copy of insurance certificate.

Authorized Representative _____
Date

Notice to Proposer/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Drainage District's Contract Managers in order to qualify for award and to execute a contract between your Company and the Hidalgo County Drainage District No.1

Failure to provide Certificates of Insurance to the Drainage District's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the District's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a letter of engagement with Hidalgo County Drainage District No.1 and proceed to complete the project in term specified.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

**AFFIDAVIT
Exhibit "E"**

AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County Drainage District No. 1 or any of its Board Directors or Drainage District employees, any of the terms or provisions set forth in their Request for Statement of Qualifications and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Drainage District Board Meeting between proposal submission date and award by the Hidalgo County Board Directors.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County Drainage District No. 1 except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My commission expires: _____, 2014

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County’s procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a “Certified HUB Contractor/Vendor” the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: State General Services Commission Other

Indicate Certification No(s). _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): State General Services Commission Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): State General Services Commission Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed :

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): State General Services Commission Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this rfq.

AI-44381

8.

DRAINAGE DISTRICT

Meeting Date: 05/06/2014

Submitted By: Lora Briones, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion, consideration, and approval of Supplemental Work Authorization No. 1 to Work Authorization No. 16 with S&B Infrastructure, Ltd. as it relates to the coordination with the Texas Commission on Environmental Quality (TCEQ) regarding the Raymondville Drain. This Supplemental agreement is in the amount of \$129,269.20 and identifies a subcontract with Guerra, Leeds, Sabo and Hernandez, PLLC to assist in the performance of services.

BACKGROUND

Attachments

Supp #1 to Supp # 16

Supple #1 to WA #16

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/02/2014 04:21 PM
Final Approval	Monica Badillo	05/02/2014 05:16 PM
Form Started By: Lora Briones		Started On: 05/02/2014 02:58 PM
	Final Approval Date: 05/02/2014	



**HIDALGO COUNTY
DRAINAGE DISTRICT**

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

623918

Date	Number
12/6/2013	623918

PURCHASE ORDER

Vendor Address:
S & B INFRASTRUCTURE, LTD
3535 SAGE ROAD
HOUSTON, TX 77056-7011

Attention:
Shipping Address: 902 N. Doolittle
Edinburg, TX 78542

MASTER DRAINAGE SYSTEM PHASE II-RAYMONDVILLE
DRAIN OUTFALL SYSTEM. W/A NO. 16. SPECIAL SERVICES.
APPROVED BY B.O.D 11-26-13

Shipping Method:

VENDOR NOTES
1. DO NOT ADD TO, ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

Item Code	Description	GL Code	Dist... Code	Quantity	Unit Price	Total	Date Received
	GCM	43340	010-...	1.00	265,616.00	265,616.00	
	FINAL-DESIGN-BASIC ENGINEE...	43340	010-...	1.00	834,861.00	834,861.00	
	SPECIAL-GEOTECHNICAL	43340	010-...	1.00	423,909.00	423,909.00	
	SPECIAL-DESIGN SURVEY	43340	010-...	1.00	241,451.00	241,451.00	
	SPECIAL-ROW SURVEYING	43340	010-...	1.00	309,349.00	309,349.00	
	SPECIAL-ROW ACQUISITION AD...	43340	010-...	1.00	782,100.00	782,100.00	
	SPECIAL-PRELIMINARY ROW CO...	43340	010-...	1.00	150,000.00	150,000.00	

Purchase Order Total: \$3,007,286.00

Vendor Name S & B INFRASTRUCTURE, LTD

12/6/2013

623918

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
	GCM		1.00	265,616.00	265,616.00
	FINAL-DESIGN-BASIC ENGINEERING		1.00	834,861.00	834,861.00
	SPECIAL-GEOTECHNICAL		1.00	423,909.00	423,909.00
	SPECIAL-DESIGN SURVEY		1.00	241,451.00	241,451.00
	SPECIAL-ROW SURVEYING		1.00	309,349.00	309,349.00
	SPECIAL-ROW ACQUISITION ADMINIST...		1.00	782,100.00	782,100.00
	SPECIAL-PRELIMINARY ROW COMPENSA...		1.00	150,000.00	150,000.00

Purchase Order Total: \$3,007,286.00

Authorized By: _____



P.O. # 623918

Hidalgo County Drainage District #1
902 N. Doolittle Rd.
Edinburg, TX 78542
Office#: (956) 292-7080
Fax#: (956) 292-7089

REQUISITION FORM

DATE: 12.06.2013

REQUESTED BY: C. GARZA

UNIT#: Raymonville Drain
Outfall System - MDS II

PREPARED BY: J. Salazar

VENDOR'S NAME: S+B Infrastructure, LTD

PHONE: () 926.5003

PERSON CONTACTED: S. TEAGUE

QTY.	PARTS #	DESCRIPTION	UNIT PRICE	TOTAL
		<u>Work Area No. 16</u>		<u>3,007,286.00</u>

Approval By: Laura Bruner
Date: 12.6.2013

TOTAL: \$3,007,286.00

13-133-433-010-43340-000-000

If over \$1,000.00 Please Attach 3 Quotes

PARTS ORDERED BY: _____ DATE: _____

PARTS RECEIVED BY: _____ DATE: _____

ENC. SESSION: 7363

COMMENTS: Approved by B.O.D. on 11.26.2013

WARRANTY, IF APPLICABLE: _____

WORK AUTHORIZATION NO. 16

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**, acting herein by and through the **BOARD OF DIRECTORS**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this work authorization is to continue to perform services for the Hidalgo County portion of the project, including GCM, Basic Engineering, Design, Plans, Specifications, and Estimates, and ROW Surveying and Mapping, ROW Acquisition Administration, Compensable Utilities Evaluation, and Geotechnical Investigations & Analysis for the development of the Master Drainage System Phase II involving the design and expansion of the Raymondville Drain Outfall System.

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

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

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **\$3,007,286**, as shown in ATTACHMENT "D".

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

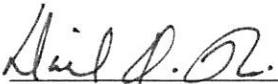
PART 4. Work Schedule. This Work Authorization shall become effective on the date of final acceptance of the parties hereto. Work shall begin by the **Engineer** upon written notice-to-proceed from the **Owner**, and a work schedule shall be prepared in accordance with the requirements attached hereto as ATTACHMENT "C".

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and is effective as of the 26th day of November, 2013.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: 
Daniel O. Rios, PE, Senior Vice-President

BY: 
Ramon Garcia, Chairman of the Board

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 11/26/13

HIDALGO COUNTY

DEC 03 2013

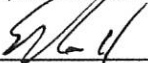
DRAINAGE DISTRICT #1

Hidalgo County Drainage District No. 1 / S&B Infrastructure, Ltd.
"Master Drainage System Phase II – Raymondville Drain Outfall System"

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

WORK AUTHORIZATION NO. 16

Page 1 of 20

By: 

ATTACHMENT "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 *services* for the Project.

GENERAL

The Owner will provide to the Engineer the following:

- (1) Authorization to the Engineer to begin work in accordance with Article 7 of the Agreement.
- (2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 5 and Article 6, both of the Agreement.
- (3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (4) Provide any available relevant data the Owner may have on file concerning the project.
- (5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule prepared in accordance with ATTACHMENT "C" attached hereto.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
- (7) The Owner will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled.
- (8) For Right-of-Way Acquisition, the Owner will provide assistance and/or perform tasks as identified to be performed by Owner under ATTACHMENT "B", paragraphs 6 and 6(a~g), including below. All right-of-way to be acquired shall be paid for and purchased by the Owner.
 - a. Title Commitments.
 - (1) Secure preliminary title commitments from the Title Company that will be providing title insurance.
 - (2) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions.
 - (3) Secure title insurance for all parcels acquired, insuring acceptable title to the Owner. Written approval by the Owner is required for any exception.
 - b. Appraisal.
 - (1) Obtain Appraiser.
 - (2) Secure written permission (if necessary) from the property owner to enter the property from which land is to be acquired. If the Owner, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the Owner. Maintain permission letters with appraisal reports.
 - (3) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable Owner forms.

- (4) Contact property owners or their designated representative to offer opportunity to accompany Appraiser on the Appraiser's inspection of subject property. These reports shall conform to Appraiser on the Appraiser's inspection of subject property. Maintain record of contact in file.
- (5) Prepare complete appraisal report for each parcel to be acquired. These reports shall conform to Owner policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- (6) As necessary, prepare written notification of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
- (7) All completed appraisals will be administratively reviewed by the Engineer and recommended approval by the Owner.
- (8) As necessary, the Appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as required by the Owner.
- (9) As necessary, the Appraiser will coordinate with Review Appraiser regarding revisions, comments, or additional information that may be required.
- (10) The cost of the Appraiser appearing as an expert witness for testimony at special commissioners hearing is to be paid by the Owner, and is not part of the Engineer's Right-of-Way Acquisition Administration. The cost of the Appraiser's expert witness testimony for trial is not part of this work authorization, and shall be paid by the Owner.

c. Appraisal Review.

- (1) Obtain Review Appraiser.
- (2) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with Owner policies and procedures and the Uniform Standards of Professional Appraisal Practices.
- (3) Prepare and submit appraisal review reports, including a tabulation of values, for each appraisal.
- (4) The cost of the Review Appraiser appearing as an expert witness for testimony at special commissioners hearing is to be paid by the Owner, and is not part of the Engineer's Right-of-Way Acquisition Administration. The cost of the Review Appraiser's expert witness testimony for trial is not part of this work authorization, and shall be paid by the Owner.

d. Appraisal Updates.

- (1) Prepare complete appraisal update report for the parcel to be acquired. These reports shall conform to Owner policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- (2) As necessary, prepare written notification of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by the Engineer and recommended for approval by the Owner.
- (3) As necessary, the Appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as required by the Owner.
- (4) The cost of the Appraiser appearing as an expert witness for testimony at special commissioners hearing is to be paid by the Owner, and is not part of the Engineer's Right-of-Way Acquisition Administration. The cost of the Appraiser's expert witness testimony for trial is not part of this work authorization, and shall be paid by the Owner.
- (5) As necessary, the Appraiser will coordinate with the Review Appraiser regarding corrections and/or additional information that may be required.

ATTACHMENT "B"

Services to be Provided by the Engineer

GENERAL

The work to be furnished by the Engineer under this work authorization shall consist of basic and special services for the continued development of the Project within Hidalgo County.

The Engineer shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified to be provided by the Owner.

The Engineer will develop/submit a work schedule (as required in ARTICLE 2.3 of the Agreement) that identifies milestone activities and/or deliverables, and that is conformable to the schedule stated in ATTACHMENT "C".

It is understood and agreed that the Engineer may not complete all of the following activities under this Work Authorization, and that the actual deliverables may be completed in subsequent or concurrent work authorizations.

1. **GCM.** In general, this will include the *management* that is required for the overall development of the **Project**. Specific activities include:
 - a. **Project Development Schedule.** The Engineer will monitor and update the Project Development Schedule. The schedule will identify all major milestones and Project deliverables. The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established schedule.
 - b. **Construction Estimate.** The Engineer shall manage the estimate for the construction of the Project. The construction estimate shall be monitored, verified and updated throughout the course of Project development.
 - c. **Quality Control / Quality Assurance (QC/QA).** The Engineer shall monitor and manage the quality control and quality assurance program for the Project to ensure the Project Team is producing quality work for the Project.
 - d. **Subcontract Administration.** The Engineer shall initiate, execute and monitor all subcontracts for the duration of the Project. The Engineer shall advise and/or provide recommendations to the Owner, as the Project progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.
 - e. **Funding Sources.** The development and construction of the Project may be eligible for funding from outside sources. The Engineer's responsibilities regarding funding sources will include the following:
 - (1) Coordination with applicable State and Federal funding agencies (i.e. Texas Water Development Board, State of Texas, US Army Corps of Engineers, Federal Emergency Management Agency, US Fish and Wildlife Service, Texas Parks and Wildlife, etc.).
 - (2) Management and monitoring the list of all funding sources (identification, status of applications, concepts for funding, etc.) for the Project.
 - (3) Preparation of all required applications to funding sources.
 - f. **Capital Improvement Program (CIP).** The Engineer will prepare a CIP based on a conceptual sequence of construction for the Project. The primary focus will be to address the overall needs of the

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system, the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the Engineer throughout Project development.

- g. The Engineer shall *manage* and coordinate specific work activities, tasks, and/or special services for the final development of APD, preliminary engineering / design, including Environmental Document Preparation, Public Involvement, Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Alternate Solutions, Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design and /or Final Recommendations.
 - h. **Implement QC/QA.** The Engineer will monitor and perform the QC/QA program developed to ensure the quality of APD / preliminary engineering and design, and their compliance with applicable standards and requirements, including compliance with standards of sound engineering principles and the agreed-upon design criteria. Designs shall in all respects combine the application of sound engineering principles with a high degree of economy and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.
 - i. **Coordination with Reviewing Agencies.** The development of the preliminary engineering elements will require documentation and/or coordination with the US Army Corps of Engineer (USACE) and Federal Emergency Management Agency (FEMA). The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, permits and/or applications to satisfy USACE, FEMA, and other applicable federal, state, and local regulations.
2. **Final Design – Remaining Basic Engineering.** The Engineer will perform all required engineering activities to provide the Owner with final design and a complete and approved set of plans, specifications, and estimate (PS&E) for each segment of construction of the Project.
- a. **Channel / Drainage Design.** The Engineer shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the Project. The design of drainage improvements shall conform to the Project design criteria. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.
 - b. **Roadway Design.** The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and / or proposed channels of the Project. The design of these roadways shall conform to the Project design criteria, and when possible the standard designs, required by the owner (city, county, or state) of the associated roadway. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.
 - c. **Bridge / Structure Design.**

 - (1) The Engineer shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and / or proposed channels of the Project. The design of these bridges shall conform to the Project design criteria required by the owner (city, county, or state) of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), “Standard Specifications for Highway Bridges”. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

- (2) Prior to performing structural detailing, the Engineer shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.
- (3) The Engineer shall perform any other structural design required for the Project. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

d. Plans, Specifications, and Estimates (PS&E).

- (1) The Engineer shall prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.
- (2) All final plan sheets shall be developed, by the Engineer, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.
- (3) Graphics files shall be developed by the Engineer in Microstation design file format, and must plot consistent with the reproducible plots submitted.
- (4) Plan Sheets. Plan sheets developed by the Engineer shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the Project Engineer of responsible supervision as being applicable to the Project.)
- (5) Specifications. Whenever possible, the Engineer shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.
- (6) Estimates. The Engineer shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

3. **Special – Geotechnical.** The Engineer will perform the following geotechnical services: Geotechnical Drilling and Miscellaneous Field Services, Geotechnical Laboratory Testing Services and Geotechnical Engineering Services for the preparation of PS&E, and related documents.

a. **Geotechnical Drilling and Miscellaneous Field Services.** The Engineer will provide drilling/excavation and sampling of subsurface materials in accordance with TxDOT and ASTM guidelines:

- (1) Channel Borings – Twenty-Seven (27) borings will be drilled along the proposed channel alignment (generally spaced at 1,000 foot intervals and between structural borings). The purpose of these borings will be to establish soil make-up, consistency and strength parameters. These borings will also assist in defining the groundwater levels throughout the alignment. Borings shall be advanced to a depth of approximately 35 feet below the existing top of natural ground. Borings will be drilled and sampled in accordance with ASTM D1586 – Standard Penetration Testing (SPT) with split spoon

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sampling.

- (2) Structure Borings – Twenty-Seven (27) borings will be drilled at the locations of structures noted along the channel alignment (typically 2 borings taken per each structure set at opposite corners of each structure). Borings will be advanced to a depth of approximately 75 feet below the existing top of natural ground. Borings will be drilled and sampled in accordance with Tex-132-E – Texas Cone Penetration (TCP) with auger grab sampling.
- (3) Weir Borings – Eight (8) borings will be drilled at the locations of proposed weirs along the channel alignment (2 borings taken per each weir set along each bank). Borings will be advanced to a depth of approximately 70 feet below the existing top of natural ground. Borings will be drilled and sampled in accordance with ASTM D1586 – Standard Penetration Testing (SPT) with split spoon sampling.
- (4) The Engineer will stake the boring locations and provide utility clearances prior to performing the field exploration. All boring locations will be documented with GPS coordinates.
- (5) The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples may be collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.
- (6) All samples will be removed from the sample apparatus during drilling operations. The Engineer will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.
- (7) Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location where possible. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.
- (8) Geotechnical field services under this Work Authorization **do not** include activities and corresponding costs that may be associated with the following:
 - Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or re-grading the site to gain access to the boring locations;
 - Re-grading the site or portions of the site after drilling activities are completed;
 - Site safety meetings that may be required;
 - Encountering hazardous or contaminated soils or substances during our field activities.

The Engineer will notify the Owner should these services become necessary to complete field exploration activities, and if approved by the Owner, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

- b. **Geotechnical Laboratory Testing Services.** Geotechnical Laboratory Testing will be performed by the Engineer on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

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- (1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E). This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.
 - (2) Gradation (-200) (ASTM D1140 or Tex-111-E). This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.
 - (3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E). This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.
 - (4) Particle Size (Sieve) Analysis with Hydrometer (ASTM D422). This procedure will aid in determining the complete gradation (full gradation curve) of a soil sample including hydrometer for tail-end portion of gradation curve. Full gradation curve can be utilized to extract D50 and D90 soil particle diameters for use in scour analysis and prediction for foundation design.
 - (5) Sulfate Content of Soil (ASTM C1580 or Tex-145-E). This procedure will identify the soluble sulfate content of soil by using the colorimetric method. The results of this procedure are typically utilized with regard to structures, to determine the presence of extreme amounts of soluble sulfates in soils which can mark a necessity for the use of Sulfate Resistant Concrete (> than 1000 ppm).
- c. Geotechnical Analysis and Engineering Services.** The Engineer will utilize information gathered from the field and laboratory testing to provide the Engineer with Geotechnical Engineering results and analyses for the Project. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the Owner (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:
- (1) Develop Bore Hole & Scour Analysis Needs (Loc. Scheme, Graphic Files, Param.). Plan view and location scheme of borings will be developed based on requirements of latest TxDOT Geotechnical Manual and field conditions. These will be verified against the boring information provided by TxDOT (to ensure the necessary number of borings and testing types/frequencies have been completed for successful foundation design). Scour analysis needs will also be investigated (full gradation curves).
 - (2) Strength Parameters and Structural Evaluation of Soil Borings. A detailed structural evaluation of the borings will be done so that soil strength parameters can be quantified for usage in overall global (slope) stability calculations and estimation of consistency of in-situ strata. In addition, strength parameters will be correlated based on field strength testing for usage in deep and shallow structural foundation design.
 - (3) Soil Slope Stability Analysis (GSTABL) for Channel. A geometric model will be constructed for each of the proposed cross-sections (major cross sections) to ensure accurate modeling of the proposed configuration. A limit equilibrium slope stability analysis will be conducted for each of the locations to ensure adequate factors of safety.
 - (4) Soil Scourability and Establishment of D50-D90 Values. Results of full sieve and hydrometer analyses and soil classifications will be used to provide soil scour parameters for use in Scour

Analysis at structure locations. Determination of extent of scour will be of importance at locations of structure foundations.

- (5) Foundation Analysis and Design for Structures/Crossings, Deep Foundation Analysis and Design Parameters (Brg. Drilled Shafts, Piling, etc.). Deep foundation analyses will include calculation of site specific point bearing and skin friction models and generation of foundation capacity curves. Final foundation capacity curves will be calculated utilizing the TCP data in TxDOT Wincore Design format.
- (6) Evaluation & Recommendations on Soil Chemical Properties (Sulfate Content). The Engineer will investigate sulfate contents throughout the project at the locations and depths that will be in contact with proposed structures (drilled shafts, piles, etc.). The establishment of high sulfate content areas may necessitate a change in concrete design and/or the use of sulfate resistant concrete mixes. The Engineer will provide recommendations based on the findings.
- (7) Brg/Channel Recommendations – Geometry, Geo. Issues, Limits, Construction. The Engineer will consolidate all information, calculations and analyses to provide overall recommendations on bridge locations and channel cross sections. Recommendations will cover geometry, design, issues noted through the investigation process and construction.
- (8) Geotechnical Analyses & Design Parameters for Weir Structures. The Engineer will provide all calculations, analyses and design parameters for support of the design of Weir structures along the channel alignment including Underseepage Analysis, Allowable Bearing Capacity Analysis of Channel Bed Soils, Soil Scourability and Soil Strength Profiles / Lateral Loading Parameters.
- (9) The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide both geometric modeling and foundation selection and design (shafts/piles) as well as provide input in the preparation of specifications for the project.

4. *Special – Design Surveying.*

- a. All field survey work will be performed in NAD 83, ZONE 4205, NAVD 88.
- b. The Engineer shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry:
 - (1) Survey along proposed channel alignment.
 - (2) Points taken at a maximum of 500' intervals and/or vertical/horizontal grade breaks.
 - (3) Design survey will provide enough evidence to allow for creation of Digital Terrain Model (DTM).
 - (4) Locate potential utility conflicts; coordinate with DigTess to have utility companies mark existing utilities; field locate any visible utilities marked by utility companies that are within project limits.
 - (5) Coordinate with City/County/TxDOT/Owner for any additional infrastructure within project limits.
 - (6) Topographic Survey - Measure and locate any existing improvements within project limits, ie - fences, utility poles, drainage features.

- c. Design field survey under this work authorization does not include setting panel points or coordination with aerial photography services.
5. ***Special – Right of Way Surveying and Mapping.*** The Engineer shall provide a right of way (ROW) map to the Owner that properly describes the ROW the Owner is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the Owner’s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. This portion of the project consists of approximately 13.4 miles of new drainage channel, and 6 miles of existing channel widening. From GIS, there are approximately 76 individual parcels that will require ROW acquisition. Activities and/or requirements include:
- a. Property Title Research.
 - (1) Preliminary research to include area subdivisions, plats, maps and information regarding lots and blocks for reference.
 - (2) Develop preliminary strip map for title company use.
 - b. Coordination for Right-of-Entry. Coordinate with county representatives for access to properties and comply with any special instructions property owners may have for access.
 - c. Survey Existing Property Lines.
 - (1) Prepare working sketch for field crews to identify areas of interest and to assist in the coordination of property access.
 - (2) Locate minimum amount of property corners to establish R.O.W. acquisition tract.
 - (3) Identify possible conflicts in the area with regards to the proposed R.O.W.
 - (4) Survey existing all county roads, ditches, channels, and possible railroads that are located within the project limits
 - (5) Identify any existing easements within existing and proposed channel limits.
 - d. Prepare Survey Base Map and Working Files.
 - (1) Provide cadd file with all owner information and final boundaries
 - (2) Base Map will show existing property lines, R.O.W. lines, adjacent owner information and proposed R.O.W. line.
 - e. Coordination with Design Engineers, Land Owners & County Representatives.
 - (1) Meetings with property owners to discuss final location of proposed channel.
 - (2) Coordinate with county and land owners for special instructions on property access and any additional requests from land owners.
 - (3) Once final property lines have been established, meet with design engineers to discuss final alignment.
 - (4) Provide input to engineers with conflicts that arise during the planning stage.
 - f. Prepare Parcel Plats and Easements.
 - (1) Prepare preliminary Plats and Legal Descriptions for review and coordination with real estate

appraiser

(2) Prepare legal description for R.O.W. acquisition

(3) Prepare Survey Plat for R.O.W. acquisition

g. ROW surveying and mapping under this work authorization does not include coordination time for any condemnation.

6. ***Special – Right of Way - Acquisition Administration.*** The Engineer, as Acquisition Provider, will perform the following:

a. **ROW Project Office.** The Engineer shall set-up a full project office for ROW Acquisition Administration at an agreed-upon location between the Engineer and the Owner; conditions include:

(1) No joint-use of Hidalgo County, Owner, or TxDOT facilities.

(2) Open during normal Hidalgo County, Owner, and State work-hours; ROW Project Office Staff shall be available to answer questions.

(3) ROW project files shall be available at all times for review by Owner.

(4) At least one staff member of the ROW Project Office shall be a current commissioned notary public.

b. **Communication.** The Engineer, for all ROW Acquisition Administration activities shall provide the following:

(1) Provide monthly progress reports of ROW acquisition status with invoice.

(2) Participate in project review meetings as determined by Owner.

(3) Prepare initial property owner contact list for use by Owner in distribution of Acquisition Provider introduction letter.

c. **File Management.** The Engineer shall perform ROW acquisition file management as follows:

(1) Project and parcel files will be kept in the Owner's office, as required. Working files will be kept in the ROW Project Office, but documents generated or received by the Engineer as Acquisition Provider will be forwarded to the Owner as they are generated or received by the Engineer.

(2) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.

(3) Maintain records of all payments including check number, amount and date paid, etc.

(4) Provide copies of all incoming and outgoing correspondence as generated if requested by the Owner.

(5) Maintain copies of all correspondence and contacts with property owners.

d. **Negotiations, Tasks, and Fees.**

(1) Analyze appraisal and appraisal review reports and confirm the Owner's approval value prior to making offer for each parcel.

(2) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

(3) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the Owner on applicable Owner forms.

(4) Contact each property owner or property owner's designated representative, to present the written

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offer in person where practical, and deliver appraisal report and required brochures. The initial offer must include copies of all related appraisal reports prepared in the previous ten years that were produced or acquired by the acquiring agency and be sent to the property owner by certified mail, return receipt requested. Must include landowner bill of rights, brochures, a draft conveyance document, and the Acknowledgment of Receipt of Appraisal. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

- (5) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.
- (6) Respond to property owner inquiries verbally, and in writing within two business days.
- (7) Prepare a separate negotiator contract report for each parcel per contact.
- (8) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- (9) Advise property owner on the administrative settlement process. Transmit to the Owner any written counter offer from property owners including supporting documentation, and Engineer recommendation with regard to administrative settlements in accordance with Owner policy and procedures.
- (10) Prepare final offer letter, documents of conveyance, as necessary.
- (11) Appear and provide Expert Witness testimony as Acquisition Provider, when requested.
- (12) Meetings shall be held once-a-week at the ROW Project Office between the Engineer and the Owner's ROW Acquisition Manager / Administrator.
- (13) Provide a monthly progress report per parcel by the 25th of the month with invoice.

e. Closing Services.

- (1) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.
- (2) Attend closings and provide closing services in conjunction with Title Company.
- (3) Record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to Owner for acceptance.

f. Relocations. Relocation services are not a part of this work authorization, and if these services are needed, will be negotiated in a supplemental work authorization.

g. Condemnations. Full condemnation services are not a part of this work authorization, and if these services are needed, will be negotiated in a supplemental work authorization. However, the Engineer will provide under this work authorization a "Due Diligence Package" (the file that contains the research, contacts, parcel information, and correspondence) for each parcel that goes to condemnation to the Owner for the Owner's attorney's use.

7. Special – Right of Way - Compensable Utilities. The Engineer shall perform preliminary identification and coordination regarding compensable utility adjustments.

ATTACHMENT “C”

Work Schedule

The Engineer will provide to the Owner within 2 weeks of the notice-to-proceed, a Work Schedule regarding the work tasks associated with the scope of work.

The Engineer will diligently pursue the completion of this work authorization as defined by the milestones and deliverable due dates stated in the approved work schedule.

The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the approved work schedule.

ATTACHMENT “D”
Estimated Cost Proposal

Compensation and payment to the Engineer for work under this Work Authorization shall be in accordance with Article 5 and 6 and other related terms of the Contract. Compensation for work to be performed under this Work Authorization is itemized as follows:

1.	GCM	\$ 265,616
2.	Final Design – Basic Engineering	\$ 834,861
3.	Special - Geotechnical	\$ 423,909
4.	Special – Design Survey	\$ 241,451
5.	Special –Right of Way Surveying	\$ 309,349
6.	Special – Right of Way Acquisition Administration	\$ 782,100
7.	Special – Preliminary Right of Way Compensable Utilities	\$ 150,000
		\$ 3,007,286

Itemized breakdowns for Special Services are shown on the following pages.

ATTACHMENT "D", Estimated Cost Proposal, continued.

Special Service: Geotechnical – Overall Summary of Cost



TASK	MANHOURS						Total
	Senior Project Manager	Senior Geotechnical Engineer	Design Engineer	CADD Tech	Admin/Clerical		
1		20	60	20			100
2		20	80				100
3		40	120	20			180
4		20	60				80
5		60	160				220
6		20	60				80
7		20	60	20			120
8		20	180	20			300
9		20	60	20	60		180
10		20	10				40
Subtotal	80	310	850	100	60		1400
Labor Hours	80	310	850	100	60		1400
Hourly Base Rates	\$ 65.00	\$ 55.00	\$ 40.00	\$ 21.00	\$ 15.00		
Direct Salary Cost	\$ 5,200.00	\$ 17,050.00	\$ 34,000.00	\$ 2,100.00	\$ 900.00		
Contract Rate w/ Audited Overhead Rate of 183.99% & 12% Profit	\$ 219.47	\$ 174.94	\$ 127.23	\$ 66.79	\$ 47.71		
Total Labor Costs	\$ 17,557.60	\$ 54,231.40	\$ 108,145.50	\$ 6,679.00	\$ 2,862.60		\$ 189,476.10
LINE ITEM EXPENSES							
Printing Reproduction (Estimated 3 Reports x 500 Pages per Report x \$1.00 per Page)						\$ 1,500.00	
*L&G Engineering Laboratory (Sub-Total for Geo. Field & Lab Services - Channel Borings & Structural Borings)						\$ 175,632.58	
*L&G Engineering Laboratory (Sub-Total for Geo. Field & Lab Services - Weir Borings)						\$ 18,762.86	
* - (Please see page 2 & 3, for detailed estimates of testing)							
Total Expenses						\$ 195,895.44	
L&G Laboratory Total Cost						\$ 385,372	
							\$8,537
							\$ 423,909

Hidalgo County Drainage District No. 1 / S&B Infrastructure, Ltd.
 "Master Drainage System Phase II – Raymondville Drain Outfall System"

ATTACHMENT "D", Estimated Cost Proposal, continued.

Special Service: Geotechnical, continued.



Drilling & Testing – Channel Borings / Structural Borings

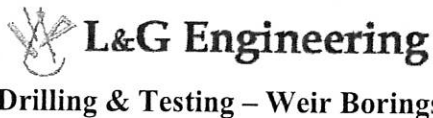
	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management / Review					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Project Engineer (Staff)		Hours	20	\$ 174.94	\$ 3,498.80
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	Utility Clearances / Boring Locates					
	A. Technician (Locate Borings)(Util Clr)		Hours	32	\$ 41.35	\$ 1,323.20
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	260	\$ 0.55	\$ 143.00
	F. Survey Locate Borings (X,Y,Z)		LS			\$ -
III.	Field Exploration					
A	Mobilization/Demobilization		Day	39	\$ 250.00	\$ 9,750.00
B	Field Exploration					
	1a. ASTM Drill & SPT/Tube Samp (SS)		Feet	675	\$ 18.00	\$ 12,150.00
	1b. ASTM Drill & SPT/Tube Samp (Mud)		Feet	270	\$ 27.00	\$ 7,290.00
	1c. TxDOT Drill St incl/ Tube Samp (SS)		Feet	675	\$ 18.00	\$ 12,150.00
	1d. TxDOT Drill St incl/ Tube Samp (Mud)		Feet	1350	\$ 27.00	\$ 36,450.00
	2. TxDOT TCP Field Test (BL/ft)		Ea.	405	\$ 15.00	\$ 6,075.00
	3. Field Logger / Engineering Tech		Hour	390	\$ 41.35	\$ 16,126.50
	4. 24 Hr. Water Level Observations		Hour	40	\$ 41.35	\$ 1,654.00
	5. Piezometers		Each			\$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	2535	\$ 2.00	\$ 5,070.00
	7. Vehicle Charge		Mile	2600	\$ 0.55	\$ 1,430.00
C	Miscellaneous Field Services					
IV.	Engineering Data Analysis / Report					
	1. Staff Engineer		Hours			
	2. Engineering Spec. (Soil Classification)		Hours	61	\$ 108.14	\$ 6,596.54
	3. Engineering Spec. (Logs & Summaries)		Hours	61	\$ 108.14	\$ 6,596.54
	4. Moisture Content		Ea.	594	\$ 8.50	\$ 5,049.00
	5. Atterberg Limits		Ea.	297	\$ 65.00	\$ 19,305.00
	6. -200 Determination		Ea.	297	\$ 60.00	\$ 17,820.00
	7. Sieve Analysis (w/ Hydrometers)		Ea.	54	\$ 85.00	\$ 4,590.00
	8. UC Testing (w/ Unit Weight)		Ea.		\$ 50.00	\$ -
	9. Consolidation Testing		Ea.		\$ 475.00	\$ -
	10. Dry Unit Weight		Ea.			\$ -
	11. Soils Sulfate Content (Bridge/Culv.)		Ea.	27	\$ 95.00	\$ 2,565.00
	12. Determination of Soil pH		Ea.		\$ 70.00	\$ -
Project Sub-Total (Geo Field and Lab)						\$ 175,632.58

Hidalgo County Drainage District No. 1 / S&B Infrastructure, Ltd.
 "Master Drainage System Phase II – Raymondville Drain Outfall System"

WORK AUTHORIZATION NO. 16

ATTACHMENT "D", Estimated Cost Proposal, continued.

Special Service: Geotechnical, continued.



	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management / Review				
	A. Principal / Project Manager / Review	Hours			
	B. Senior Project Engineer (Staff)	Hours	2	\$ 174.94	\$ 349.88
	C. Typing and Clerical (Report)	Hours			
	D. Lodging	Day			
	E. Mileage	Mile			
	F. Air Travel	Trip			
II.	Utility Clearances / Boring Locates				
	A. Technician (Locate Borings)(Util Clr)	Hours	4	\$ 41.35	\$ 165.40
	B. Staff Engineer/Geologist/Scientist	Hours			
	C. Rebar (stakes with impalement covers)	Cost +12.5%			
	D. Vehicle Charge	Mile			
	E. Mileage	Mile	65	\$ 0.55	\$ 35.75
	F. Survey Locate Borings (X,Y,Z)	LS			\$ -
III.	Field Exploration				
A	Mobilization/Demobilization	Day	4	\$ 250.00	\$ 1,000.00
B	Field Exploration				
	1a. ASTM Drill & SPT/Tube Samp (SS)	Feet	100	\$ 18.00	\$ 1,800.00
	1b. ASTM Drill & SPT/Tube Samp (Mud)	Feet	180	\$ 27.00	\$ 4,860.00
	1c. TxDOT Drill St incl/ Tube Samp (SS)	Feet		\$ 18.00	\$ -
	1d. TxDOT Drill St incl/ Tube Samp (Mud)	Feet		\$ 27.00	\$ -
	2. TxDOT TCP Field Test (BL/ft)	Ea.		\$ 15.00	\$ -
	3. Field Logger / Engineering Tech	Hour	40	\$ 41.35	\$ 1,654.00
	4. 24 Hr. Water Level Observations	Hour	4	\$ 41.35	\$ 165.40
	5. Piezometers	Each			\$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply	Mile	260	\$ 2.00	\$ 520.00
	7. Vehicle Charge	Mile	325	\$ 0.55	\$ 178.75
C	Miscellaneous Field Services				
IV.	Engineering Data Analysis / Report				
	1. Staff Engineer	Hours			
	2. Engineering Spec. (Soil Classification)	Hours	6	\$ 108.14	\$ 648.84
	3. Engineering Spec. (Logs & Summaries)	Hours	6	\$ 108.14	\$ 648.84
	4. Moisture Content	Ea.	56	\$ 8.50	\$ 476.00
	5. Atterberg Limits	Ea.	28	\$ 65.00	\$ 1,820.00
	6. -200 Determination	Ea.	28	\$ 60.00	\$ 1,680.00
	7. Sieve Analysis (w/ Hydrometers)	Ea.	28	\$ 85.00	\$ 2,380.00
	8. UC Testing (w/ Unit Weight)	Ea.		\$ 50.00	\$ -
	9. Consolidation Testing	Ea.		\$ 475.00	\$ -
	10. Dry Unit Weight	Ea.			\$ -
	11. Soils Sulfate Content (Weir)	Ea.	4	\$ 95.00	\$ 380.00
	12. Determination of Soil pH	Ea.		\$ 70.00	\$ -
Project Sub-Total (Geo Field and Lab)					\$ 18,762.86

Hidalgo County Drainage District No. 1 / S&B Infrastructure, Ltd.
 "Master Drainage System Phase II - Raymondville Drain Outfall System"

WORK AUTHORIZATION NO. 16

ATTACHMENT "D", Estimated Cost Proposal, continued.

Special Service: Design Survey



TASK CODE	DESCRIPTION	FIRM	MAN-HOURS				ESTIMATED FEE	TOTALS
			Project Mgr	RPLS - Crew Chief	Survey Technician	Survey Crew (2-man)		
LABOR								
Design Survey								
1	DesignSurvey	S & B		30	50	180	260	\$25,630.30
2	DTM Creation	S & B		20	35		55	\$4,981.60
4	Utility Coordination and Location	S & B		30		80	110	\$12,239.30
5	Topographic Survey	S & B		20	40	65	125	\$11,918.05
Sub Total (LABOR)			0	100	125	325	550	\$54,769.25
Total Hours		MULTIPLIER	0	100	125	325	550	
CONTRACT RATES: (\$/MAN-HOUR)		2.6782	156.35	136.59	64.28	101.77		
BASE RATES: (\$/MAN-HOUR)			58.38	51.00	24.00	38.00		
NON LABOR								
Sub Total (NON-LABOR)								\$5,593.50
							TOTAL	\$60,362.75



ID	ACTIVITY	HOURS						\$
		Project Manager	RPLS	CADD TECH	SURVEY TECH	CREW	ADMIN	TOTAL
Contract Rate:		\$249.00	\$194.48	\$94.82	\$78.95	\$162.09	\$65.43	
Base Rate:		\$72.54	\$56.66	\$27.62	\$23.00	\$47.22	\$19.05	
I. Design Survey - Hidalgo County								
1.00	Design Survey	15	60		120	448		97,492.55
1.01	DTM Creation	15	30		60			14,306.05
1.02	Utility Coordination	15	30			120		29,019.89
1.03	Topo Survey	15	30		60	149		38,501.08
	Mileage (0.51/mile) 3468 miles							1,768.68
TOTAL		60	150	0	240	717	0	181,088.25

Hidalgo County Drainage District No. 1 / S&B Infrastructure, Ltd.
 "Master Drainage System Phase II – Raymondville Drain Outfall System"

WORK AUTHORIZATION NO. 16

ATTACHMENT "D", Estimated Cost Proposal, continued.

Special Service: Right-of-Way Surveying & Mapping



TASK CODE	DESCRIPTION	FIRM	MAN-HOURS							ESTIMATED FEE	TOTALS
			Project Mgr	RPLS - Crew Chief	Survey Technician	Engr Asst	Survey Crew (2-man)	Secretary	TOTAL		
Right of Way Survey											
1	Supplemental Research	S & B		14	20				34	\$3,197.86	
2	Coordinate Right of Entry	S & B		16	14		12		42	\$4,306.60	
3	Survey Existing Property Lines	S & B		9	20		114		143	\$14,116.69	
4	Prepare Survey Base Map	S & B		60	72				132	\$12,823.56	
5	Coordination with Design Engineers and Owners	S & B		20	12	16		8	56	\$5,471.08	
6	Prepare Parcel Plats and Easements	S & B		102	72			8	182	\$18,931.62	
7	Stakeout Final Project Alignment	S & B		22	16		64		102	\$10,546.74	
Sub Total (LABOR)			0	243	226	16	190	16	691		\$69,394.15
Total Hours		MULTIPLIER	0	243	226	16	190	16	691		
CONTRACT RATES: (\$/MAN-HOUR)		2.6782	156.35	136.59	64.28	99.79	101.77	46.41			
BASE RATES: (\$/MAN-HOUR)			58.38	51.00	24.00	37.26	38.00	17.33			
Sub Total (NON-LABOR)											\$7,943.10
TOTAL										\$77,337.25	

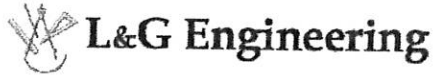


ID	ACTIVITY	HOURS						\$
		Project Manager	RPLS	CADD TECH	SURVEY TECH	CREW	ADMIN	TOTAL
Contract Rate:		\$249.00	\$194.48	\$94.82	\$78.95	\$162.09	\$65.43	
Base Rate:		\$72.54	\$56.66	\$27.62	\$23.00	\$47.22	\$19.05	
I. ROW Survey and Mapping - Hidalgo County								
1.00	Supplemental Research	15	38		52			15,230.33
1.01	Coordinate right of entry	8	44		38			13,549.00
1.02	Survey Existing Property Lines	8	22		48	212		44,422.54
1.03	Prepare Survey Basemap	30	120		150			42,649.24
1.04	Coordinate with the design Engineers and owners	15	48		30			15,438.33
1.05	Prepare Parcel plats and easements	40	180		150		22	58,219.05
1.06	Stakeout final Project Alignment	18	60		44	120	22	40,514.26
	Mileage (0.51/mile) 3900 miles							1,989.00
TOTAL		134	512	0	512	332	44	232,011.75

Hidalgo County Drainage District No. 1 / S&B Infrastructure, Ltd.
 "Master Drainage System Phase II - Raymondville Drain Outfall System"

ATTACHMENT “D”, Estimated Cost Proposal, continued

Special Service: Right of Way Acquisition Administration



Hidalgo County Estimated Affected Parcels: 76

Task	Notes	Cost Per Parcel	Estimated Fee
Project Admin Per Parcel	*	\$ 3,600.00	\$273,600.00
Title Services Per Parcel	***	N/A	\$0
Appraisal Services Per Parcel	***	N/A	\$0
Appraisal Review Per Parcel	***	N/A	\$0
Appraisal Update	***	N/A	\$0
Negotiation Fees Per Parcel		\$ 4,200.00	\$319,200.00
Closing Services Per Parcel		\$ 1,200.00	\$91,200.00
Relocation (Residential / Business) (EA)	**	N/A	\$0
S&BI Special Service Mgmt		N/A	\$68,400.00
Total			\$752,400.00

* Any condemnation support required will be provided by L&G Engineering as part of the administrative costs (estimating 15% to 20% of parcels going to condemnation).

** Relocations are not part of this Work Authorization; if needed, will be completed under separate Work Authorization.

*** To be provided by Owner.

Special Service: Right of Way Acquisition Administration – Special Parcels

Valley ROW Consulting Services, LLC

Hidalgo County Estimated Affected Parcels: 3

Cost per Parcel \$ 9,000

VRCS:	3 x \$9,000	= \$ 27,000
S&BI Special Service Mgmt		= \$ 2,700
Total		<u>= \$ 29,700</u>

5.) Work Authorization No. 5 with Halff Associates, Inc. as it relates to Professional Engineering Services for Main Floodwater Channel Weir No. 4 in the amount of \$98,270.14.

6.) Work Authorization No. 6 with Halff Associates, Inc. as it relates to Professional Geotechnical Services for Main Floodwater Channel Weir No. 4 in the amount of \$38,100.00.

D.) Requesting approval to accept bid and award Construction Contract to lowest bidder meeting all required specifications for RFB No. HCDD1-13-014-05-08 "Alamo Expressway Drain / Border Crossing Improvements" - Texas Cordia Construction in the amount of \$381,968.40.

E.) Requesting approval of Work Authorization No. 16 with S&B infrastructure, LTD as it relates to Master Drainage System Phase II - Raymondville Drain Outfall System.

\$3,007,286.00

5. AI-41930 Requesting approval to advertise for RFB No. HCDD1-13-031-12-20 "Lease of Land (Approx. 180 Acres) for Purpose of Farming"

6. AI-41834 Approval of invoice #2 for FJW Construction LLP as it relates to Mile 17 1/2 Road Improvement project, (as per interlocal agreement between HCDD1, Hidalgo County, McAllen and Edinburg school districts) final amount due \$176,022.65.

7. AI-41960 Discussion, consideration, and authorization to maintain TCDRS plan provisions for Plan Year 2014.

8. **Closed Session:**

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

A. **Real Estate Acquisition**

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

9. **Open Session:**

A. **Real Estate Acquisition**

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

10. **Closed Session:**

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

11. **Open Session:**

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

approved 11-26-13

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 16**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of the Hidalgo County Drainage District No. 1 Agreement for the design and expansion of the Raymondville Outfall Drain System within the Master Drainage System Phase II, Article 7, hereinafter identified as the "Agreement", entered into by and between Hidalgo County Drainage District No. 1, acting by and through the Board of Directors ("**Owner**"), and S&B Infrastructure, Ltd. ("**Engineer**").

The following terms and conditions of Work Authorization No. 16 are hereby amended, as follows:

I. Part 1, Scope of Work, first paragraph is void and deleted in its entirety and replaced with the following:

PART 1. Scope of Work. The purpose of this work authorization is *to continue to perform services for the Hidalgo County portion of the project, including GCM, Basic Engineering, Design, Plans, Specifications, and Estimates, and ROW Surveying and Mapping, ROW Acquisition Administration, Compensable Utilities Evaluation, Geotechnical Investigations & Analysis, and for the entire project limits involving environmental coordination with associated resource and reviewing agencies* for the development of the Master Drainage System Phase II involving the design and expansion of the Raymondville Drain Outfall System.

ATTACHMENT "A" to this Supplemental Work Authorization provides expanded descriptions regarding the Services to be Provided by the Engineer under this Supplemental Work Authorization.

The Engineer will subcontract with Guerra, Leeds, Sabo & Hernandez, PLLC to assist in the performance of services in ATTACHMENT "A".

II. Part 2, *Estimated Cost*, is revised to be increased by **\$129,269.20**.

Additionally, all itemized breakdowns on pages 15 thru 20 of Work Authorization No. 16, as well as the itemized breakdown shown on ATTACHMENT "B" of this Supplemental Work Authorization, are intended to be basis of estimate only, and are estimations of classifications / personnel / tasks that may be involved in the development of the Project. Other job classifications and personnel may be required and are allowed to work under this Work Authorization as long as the Engineer does not exceed the total estimated cost of this Work Authorization, unless modified in accordance with Article 7 of the Agreement.

THIS SUPPLEMENTAL WORK AUTHORIZATION shall become effective on the **6th day of May 2014**. All other terms and conditions of Work Authorization No. 16 not hereby amended are to remain in full force and effect.

**THE ENGINEER:
S&B INFRASTRUCTURE, LTD.**

**THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

BY: _____
Daniel O. Rios, PE, Senior Vice-President

BY: _____
Ramon Garcia, Chairman of the Board

LIST OF ATTACHMENTS:
ATTACHMENT "A"-Services to be Provided by the Engineer
ATTACHMENT "B"-Estimated Cost Proposal Agency Coordination

APPROVED AS TO FORM
ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Hidalgo County Drainage District No. 1 / S&B Infrastructure, Ltd.
"Master Drainage System Phase II – Raymondville Drain Outfall System"

ATTACHMENT “A”

Services to be Provided by the Engineer

In addition to the services identified in ATTACHMENT “B” of Work Authorization No. 16, the Engineer shall perform the following special service (numbered as per sequence identified in ATTACHMENT “B” of Work Authorization No. 16):

5. The Engineer shall provide coordination activities associated with the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB) as follows:
 - a. Perform research, provide action plan and recommendations, and coordinate/attend/document meetings with TCEQ for meeting TCEQ requirements *regarding the Project's diversion of water from one watershed to another.*
 - b. Perform research, provide action plan and recommendations, and coordinate/attend/document meetings with TCEQ for meeting TCEQ requirements *regarding the Project's outfalls to the Laguna Madre (flows and water quality).*
 - c. Perform research, provide action plan and recommendations, and coordinate/attend/document meetings with TCEQ for meeting TCEQ requirements *regarding mitigating the Project's affects to downstream water rights.*
 - d. Coordinate and meet with TCEQ to obtain approval of Project's documents, purpose and objectives, including compliance with TCEQ rules and regulations and meeting any Texas Pollutant Discharge Elimination System requirements.
 - e. Coordinate and resolve any other issues with TCEQ regarding the Project's compliance with rules and regulations of the Environmental Protection Agency, TCEQ and the TWDB.

ATTACHMENT "B"
Estimated Cost Proposal
GUERRA, LEEDS, SABO & HERNANDEZ, P.L.L.C.

TASK CODE	DESCRIPTION	MAN-HOURS								ESTIMATED FEE	TOTALS	
		Partner	Junior Partner	Associate 3	Associate 2	Associate 1	Paralegal	General Admin / Clerical	TOTAL			
LABOR												
Agency Research and Coordination												
	1	Research, provide action plan and recommendations, and coord/attend/document meetings with TCEQ for meeting TCEQ requirements regarding the Project's diversion of water from one watershed to another.	30					160		90	280	\$19,676.90
	2	Research, provide action plan and recommendations, and coord/attend/document meetings with TCEQ for meeting TCEQ requirements regarding the Project's outfalls to the Laguna Madre (flows and water quality).	60					240		120	420	\$31,645.80
	3	Research, provide action plan and recommendations, and coord/attend/document meetings with TCEQ for meeting TCEQ requirements regarding mitigating the Project's affects to downstream water rights.	30					160		90	280	\$19,676.90
	4	Coordinate and meet with TCEQ to obtain approval of Project's documents, purpose and objectives, including compliance with TCEQ rules and regulations and meeting any Texas Pollutant Discharge Elimination System requirements.	50					160		80	290	\$22,694.70
	5	Coordinate and resolve any other issues with TCEQ regarding the Project's compliance with rules and regulations of the Environmental Protection Agency, TCEQ and the Texas Water Development Board.	30					120		60	210	\$15,822.90
		Sub Total (LABOR)	200	0	0	0	840	0	440	1,480		\$109,517.20
		CONTRACT RATES: (\$/MAN-HOUR)	2,215	159.75	143.75	112.97	53.16	83.06	84.17	17.72		
		BASE RATES: (\$/MAN-HOUR)	72.12	64.90	51.00	24.00	37.50	38.00	8.00			
		Multiplier	2,215									
NON LABOR												
		Sub Total (NON-LABOR)										\$8,000.00
												\$11,752.00
												\$129,269.20

Hidalgo County Drainage District No. 1 / S&B Infrastructure, Ltd.
 "Master Drainage System Phase II - Raymondville Drain Outfall System"

AI-44391

9.

DRAINAGE DISTRICT

Meeting Date: 05/06/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

- A. Discussion, consideration and action on creation of position of General Manager
- B. Approval to Set Salary
- C. Approval of Revised Salary Schedule

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/02/2014 04:50 PM
Final Approval	Monica Badillo	05/02/2014 05:16 PM
Form Started By: Monica Badillo		Started On: 05/02/2014 04:16 PM
	Final Approval Date: 05/02/2014	