



**AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
July 8, 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-45365** Discussion regarding the organizational structure of the District with regard to the Financial Officer/Auditor, Department and their respective functions.
5. **AI-45348** Consideration and approval of Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District No. 1 as it relates to the Sale of L J Ponds Real Property of Hidalgo County Drainage District #1 and approval of Closing documents.
6. **AI-45349** 2013 BOND SERIES
 - A.) Requesting approval of Notice to Suspend Work Order with Texas Cordia Construction, LLC as it relates to Construction Contract No.: HCDD1-14-004-02-11 "Pct.4-Edinburg Drain Stub-Out to the South Main Drain Control Structure Drainage Improvements" lead time to manufacture slide gate./ Resumption of Work Effective August 29, 2014.
 - B.) Requesting approval of Work Authorization No.4 with R. Gutierrez Engineering Corp. in the amount of \$96,853.00 as it relates to Engineering Services, Preliminary Project Planning & Development, Design for the development of plans, specifications and estimate for the proposed new drainage ditch that will provide drainage relief to areas within the City of Hidalgo lying between Coma Dr. and Dicker Road and between 10th street and 23rd street.
 - C.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all specified requirements for RFB No.: HCDD1-14-008-03-19 "Pct. 2 - Alamo Expressway Drain". Texas Cordia Construction, LLC \$920,573.00.
 - D.) Requesting approval of Work Authorization No. 15 with Tedsy Infrastructure Group, Inc. in the amount of \$200,000.00 as it relates to Preliminary Engineering

Report, Preliminary Field Surveying Services & Phase I Environmental & Public Involvement Services for Pct. 1 - Ditch 23.

7. **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**
8. **Open Session:**
 - A. **Real Estate Acquisition**
 - B. **Pending and/or Potential Litigation**
9. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed
10. **Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed
11. **Adjourn**

AI-45365

4.

DRAINAGE DISTRICT

Meeting Date: 07/08/2014

Submitted For: Jaime Longoria

Submitted By: SANDRA DELEON, COUNTY
JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion regarding the organizational structure of the District with regard to the Financial Officer/Auditor, Department and their respective functions.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/03/2014 02:21 PM
Final Approval	Monica Badillo	07/03/2014 04:12 PM
Form Started By: SANDRA DELEON		Started On: 07/03/2014 02:07 PM
	Final Approval Date: 07/03/2014	

AI-45348

5.

DRAINAGE DISTRICT

Meeting Date: 07/08/2014

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Consideration and approval of Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District No. 1 as it relates to the Sale of L J Ponds Real Property of Hidalgo County Drainage District #1 and approval of Closing documents.

BACKGROUND

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/03/2014 09:39 AM
Final Approval	Monica Badillo	07/03/2014 04:12 PM
Form Started By: Sylvia Sanchez		Started On: 07/03/2014 08:30 AM
	Final Approval Date: 07/03/2014	

STATE OF TEXAS §

COUNTY OF HDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
AND COUNTY OF HIDALGO**

THIS Agreement is made on this the ___ day of _____, 2014, by and between the HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "District," and the COUNTY OF HIDALGO, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County currently owns eight certain tracts of land situated in Hidalgo County, Texas, known as the LJ Ponds all such tracts more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter collectively referred to as the "Tracts");

WHEREAS, the District desires to acquire the Tracts in fee, for District purposes;

WHEREAS, this Agreement for the proposed acquisition of the Tracts is in lieu of condemnation;

WHEREAS, Subsection 272.001(b) of the Local Government Code provides that the notice and bidding requirements of Subsection 272.001(a) are not applicable to a real property interest conveyed to a governmental entity that has the power of eminent domain. Such real property interests may not be conveyed, sold, or exchanged for less than the fair market value of the land unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land;

WHEREAS, the Tracts are real property interests owned by a political subdivision;

WHEREAS, District is a governmental entity that has the power of eminent domain;

WHEREAS, an appraisal was prepared by Leonel Garza, Jr. & Associates dated June 10, 2014 whereby the Tracts were appraised at \$1,067,275.00; and

WHEREAS, County agrees to sell to District, who agrees to purchase, the Tracts upon the terms and conditions set forth herein.

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will convey the Tracts to District by Special Warranty Deed, together with all and singular the rights and appurtenances pertaining to the Tracts, including any right, title and interest of County in and to adjacent streets, alleys or rights-of-ways, together with any improvements.

2. The conveyance of the Tracts are subject to the following exceptions (collectively the "Permitted Exceptions"):

a. Subject to any and all easements and dedications of record or visible on the ground.

b. Save and except all oil, gas and other minerals in, under and that may be produced from such land.

c. Subject to any valid and outstanding mineral leases of record.

d. Subject to any zoning or subdivision requirements of governmental entities having jurisdiction thereof.

e. Subject to any restrictions, easements, reservations or covenants, and any other restrictions as shown by title commitment.

3. Closing of the transfer of the Tract to the District ("Closing") shall take place at the offices of Atlas, Hall & Rodriguez, LL,P., 818 Pecan, McAllen, Texas, on or before August 1, 2014 or at such earlier time, date and place as County and District may agree upon.

4. At Closing, District shall pay the County the sum of \$1,067,275.00 and recording fees.

5. At Closing, County shall deliver to District:

a. A duly executed and acknowledged Special Warranty Deed conveying the Tracts in fee simple free and clear of any and all liens and encumbrances,

except the Permitted Exceptions as defined in numbered paragraph 2 above (the "Deed"); and

b. Possession of the Tract.

6. All costs, adjustments and expenses of Closing shall be borne as follows:
 - a. Each party shall pay its own attorney's fees;
 - b. County shall pay the cost of an Owners Title Policy for the Tracts; and
 - c. District shall pay the cost of recording instruments presented by the County.

7. The terms and provisions of this Agreement shall survive the Closing, and may be enforced by specific performance.

8. If either party fails to comply with the obligations as set out in this Agreement, the other party may terminate this Agreement.

9. Any signatory to this Agreement, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

10. If prior to the Closing all or any portion of the Tract is condemned, either party shall have the right to terminate this Agreement upon giving written notice to the other party within ten (10) days of the date one party notifies the other, in writing, of such condemnation. If neither party elects to terminate this Agreement, then the Closing shall take place, as herein provided and the interest in any condemnation awards shall be assigned to the party receiving title to such property at Closing.

11. The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered by the transferring party at the Closing, together with recording or filing fees.

12. This Agreement may not be assigned without prior written consent executed by both parties hereto.

13. Any representations, warranties, or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

14. Time shall be of the essence of this Agreement.

15. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

16. This Agreement shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

17. in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to District: Hidalgo County Drainage District No. One
Attention: Ramon Garcia, Chairman Board of Directors
900 N. Doolittle Road
Edinburg, Texas 78541

19. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Tracts, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

20. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any

real estate broker or other person or entity because of the transactions contemplated herein.

21. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

22. In addition to the acts recited in this Agreement to be performed by the parties, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

The date of this Agreement is the ____ day of _____, 2014.

ATTEST:

HIDALGO COUNTY

Arturo Guajardo, Jr., County Clerk

By: Ramon Garcia, County Judge
Print Name: _____
Title: _____

HIDALGO COUNTY DRAINAGE DISTRICT
NO. ONE

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A
LJ Drainage Project

Tract I:

A 10.015 acre tract of land out of the East 20-acres of Lot 4, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Juan Villanueva, from Howard W. Steele and wife, Violet E. Steele, by virtue of a Warranty Deed, dated September 5, 1969, recorded in Volume 1239, Page 841, Deed Records, and Hidalgo County, Texas. Said 10.015-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 4, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 4, a distance of 661.00 feet to the Southwest corner of said 20-acre tract and Southeast corner of Sitio Owassa Subdivision, recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 20-acre tract and East line of said Sitio Owassa Subdivision, a distance of a 660.00 feet to the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, along said Proposed Right of Way line, a distance of 661.00 feet to the East line of Lot 4 and West line of Azure Subdivision, recorded in Volume 28, Page 16B, Map Records, Hidalgo County, Texas, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 31 minutes 51 seconds West, along the East line Lot 4 and West line of said Azure Subdivision, a distance of 660.00 feet to the POINT OF BEGINNING, containing 10.015-acres, of which 0.837-acres lies in the Existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a Proposed Net Taking of 9.178-acres of land, more or less.

Tract II:

A 0.466 acre tract of land out of a 6.15 acre tract out of the West 26.15 acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 6.15-acre tract of land is vested to Antonia Dominguez and Manuel Plata III, from Homer Gomez, by virtue of a Warranty Deed with Vendor's Lien, dated June 8, 1999, recorded in Document No. 782147, Official Records of Hidalgo County, Texas. Said 0.466 acre tract of land being more particularly describe by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 2, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 2, a distance of a 100.00 feet to a No. 4 rebar found on the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with said Proposed North Right of Way line, a distance of 202.95 feet to a No. 4 rebar set at the East line of said 6.15 acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 6.15 acre tract, a distance of 100.00 feet to the South line of said Lot 2, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 2, a distance of 202.95 feet to the POINT OF BEGINNING, containing 0.466 acres, of which 0.244 acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, 0.086 acres lies in the Existing Texas Eastern Transmission Co. Right of Way Easement, leaving a Proposed Net Taking of 0.136 acres of land, more or less.

Tract III:

A 1.25 acre tract of land out of a 5.0 acre tract out of the West 26.15 acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 2, THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 202.95 feet to the Southwest corner of said 5.00 acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0 acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0 acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0 acre tract, a distance of 330.00 feet to a point on the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, containing 1.25 acres of land, more or less.

Tract IV:

A 1.25 acre tract of land out of a 5.0 acre tract out of the West 26.15 acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 2, THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 367.95 feet to the Southwest corner of said 5.00 acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0 acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0 acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0 acre tract, a distance of 330.00 feet to a point on the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, containing 1.25 acres of land, more or less.

Tract V:

A 1.25 acre tract of land out of a 5.0 acre tract out of the West 26.15 acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 2, THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 532.95 feet to the Southwest corner of said 5.00 acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0 acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0 acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0 acre tract, a distance of 330.00 feet to a point on the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, containing 1.25 acres of land, more or less.

Tract VI:

A 1.25 acre tract of land out of a 5.0 acre tract out of the West 26.15 acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 2, THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 697.95 feet to the Southwest corner of said 5.00 acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0 acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0 acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0 acre tract, a distance of 330.00 feet to a point on the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, containing 1.25 acres of land, more or less.

Tract VII:

A 4.994 acre tract of land out of the East 20 acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume , Page 25, Map Records, Hidalgo County, Texas. Said 4.994 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of said Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 659.01 feet to the Southwest corner of said East 20 acres of Lot 2, Block 50, for the Southwest corner of the tract herein described

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said the East 20 acres of Lot 2, Block 50, a distance of 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 659.50 feet to a point on the East line of Lot 5, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of Lot 2, a distance of 330.00 feet to the POINT OF BEGINNING, containing 4.994 acres of land, more or less.

Tract VIII:

South 10 acres Lot 3, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24~26, Map Records, Hidalgo County, Texas, Save and Except: a 1.00 acre tract previously conveyed to Jose L. Garcia, Recorded in Document No. 715370. Official Records, Hidalgo County, Texas. Said 10 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Lot 3, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of Lot 3, in Tower Road Right of Way, at a distance of 40.00 feet pass a Cotton Picker Spindle found at the Southwest corner of A.R.C. Subdivision, Recorded in volume 42 Page 28, Map Records, Hidalgo County, Texas at a distance of 248.71 feet pass a Cotton Picker Spindle found at the Northwest corner of said A.R.C. Subdivision and at a total distance of a 330.00 feet to a Cotton Picker Spindle set at the Southwest corner of L.J. Subdivision, Number one, recorded in Volume 23, Page 173, Map Records, Hidalgo

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0 acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0 acre tract, a distance of 330.00 feet to a point on the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, containing 1.25 acres of land, more or less.

AI-45349

6.

DRAINAGE DISTRICT

Meeting Date: 07/08/2014

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

A.) Requesting approval of Notice to Suspend Work Order with Texas Cordia Construction, LLC as it relates to Construction Contract No.: HCDD1-14-004-02-11 "Pct.4-Edinburg Drain Stub-Out to the South Main Drain Control Structure Drainage Improvements" lead time to manufacture slide gate./ Resumption of Work Effective August 29, 2014.

B.) Requesting approval of Work Authorization No.4 with R. Gutierrez Engineering Corp. in the amount of \$96,853.00 as it relates to Engineering Services, Preliminary Project Planning & Development, Design for the development of plans, specifications and estimate for the proposed new drainage ditch that will provide drainage relief to areas within the City of Hidalgo lying between Coma Dr. and Dicker Road and between 10th street and 23rd street.

C.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all specified requirements for RFB No.: HCDD1-14-008-03-19 "Pct. 2 - Alamo Expressway Drain". Texas Cordia Construction, LLC \$920,573.00.

D.) Requesting approval of Work Authorization No. 15 with Tedsi Infrastructure Group, Inc. in the amount of \$200,000.00 as it relates to Preliminary Engineering Report, Preliminary Field Surveying Services & Phase I Environmental & Public Involvement Services for Pct. 1 - Ditch 23.

BACKGROUND

Attachments

Notice to Suspend TCC

WA No.4 R. Gutierrez Eng.

Pct.2 Alamo Expwy Bid Tab

WA No. 15 Teds

Form Review

Inbox
Budget & Management
Final Approval

Form Started By: Jaime Salazar

Reviewed By
Debbie Tamez
Monica Badillo

Final Approval Date: 07/03/2014

Date
07/03/2014 02:21 PM
07/03/2014 04:12 PM
Started On: 07/03/2014 09:29 AM

JUN 24 2014

Guzman & Munoz Engineering and Surveying, Inc.

NOTICE TO SUSPEND, OR RESUME WORK ORDER		OWNER Hidalgo County Drainage District No. 1	11:51 AM/PM
		PROJECT NUMBER RFB No. HCDD1-14-004-02-05	BY: Rosa Arce
		PROJECT Precinct No. 4 Area – Edinburg Drain Stub-Out to the South Main Drain Control Structure Drainage Improvements	
		NAME AND ADDRESS OF CONTRACTOR Texas Cordia Construction, LLC 3149-A Center Point Drive Edinburg, Texas 78539	
ORDER NUMBER No. 1	DATE ISSUED June 20, 2014		

THIS IS YOUR NOTICE TO SUSPEND, OR RESUME WORK ON THE CONTRACT AS NOTED.

SUSPENSION OF WORK

You are to suspend work for the following reason(s): lead time to manufacture Slide gate .

Effective close of business June 20, 2014.

Type of Suspension Total Partial

- No charge will be made against contract time for period of suspension.
- Full count of contract time will continue.
- An equitable adjustment of contract time will be made for period of partial suspension upon resumption work.
- The Contractor shall, effective immediately, cease to issue any further

orders and/or subcontracts for materials or services in support of this contract. The Contractor shall immediately comply with this order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this order during the period of work stoppage

DO NOT RESUME WORK UNTIL YOU ARE NOTIFIED TO DO SO IN WRITING

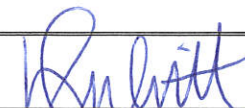
RESUMPTION OF WORK

Effective Beginning of Business August 29, 2014. New Contract ending Date; October 17, 2014

Time charged during period of partial suspension 0 calendar days.

SIGNATURE	TITLE	DATE

PLEASE ACKNOWLEDGE RECEIPT BY RETURNING 1 COPY(S) TO GUZMAN & MUNOZ ENGINEERING

SIGNATURE 	TITLE Yara Corbitt, President	DATE 6/23/14
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INSTRUCTIONS:

- If mailed to Contractor, send original by Certified Mail – Return Receipt Requested.
- If delivered in person, have Contractor sign the acknowledgement and retain the original.

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 4

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

PART 1. SCOPE OF WORK

The purpose of this **Work Authorization** is for the **Engineer** to provide for the necessary Engineering Management, Preliminary Project Planning & Development, and Preliminary Engineering, and Design for the development of plans, specifications and estimate for the proposed new drainage ditch that will provide drainage relief to areas within the City of Hidalgo lying between SP 241 (Coma Dr.) and Dicker Road and between SH 336 (10th Street) and SP 115 (23rd Street).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this **Work Authorization** is **\$96,853** . This amount is based upon the costs outlined in the Fee Breakdown attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this **Work Authorization** shall be made in accordance with Article 5 of the Agreement.

PART 4. FUNDING

This **Work Authorization No. 4** shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

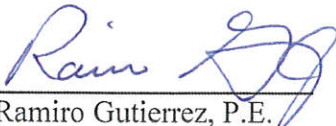
Acknowledgement and confirmation by _____ as to content and detail of this **Work Authorization No. 4.**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This **Work Authorization** is hereby accepted, approved by the **Hidalgo County Drainage District No. 1** and **R. Gutierrez Engineering Corporation** as indicated below and effective as of ____ day of July, 2014.

THE ENGINEER:



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

THE OWNER:

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

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

By: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer's** Cost Proposal
- EXHIBIT D1** -**Engineer's** Contract Rates
- EXHIBIT F** -Supplemental Agreement Form

EXHIBIT "A"

Services to be provided by the Owner

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

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

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

Public Meetings

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

EXHIBIT "B"

Services to be Provided by the Engineer

2013 Bond Issue Projects – Pct 2 “Dicker Road Drain”

The project will consist of data collection, preliminary engineering analysis, engineering design, and development of plans, specifications and estimate (PS&E) for a proposed new drainage ditch that will provide drainage relief to areas within the City of Hidalgo lying between SP 241 (Coma Dr.) and Dicker Road and between SH 336 (10th Street) and SP 115 (23rd Street).

The new drain ditch will be located in the northwest part of the city, adjacent to and west of an existing Hidalgo County Water Improvement District No. 3 Irrigation Canal. The flows for a crossing under Dicker Road and for a gated pump structure through the IBWC Main Floodway south levee will be determined under this project but construction plans and actual construction will be done under a separate project.

The project is divided into six phases, 1) Data Collection; 2) Preliminary Engineering Analysis; 3) Engineering Design; and 4) Development of PS&E; 5) QA/QC Services; and 6) Special Services.

PHASE 1 Data Collection

The **Data Collection** Services includes compilation of property boundary information, topographic survey, engineering and related data.

1. Perform topographic survey to include ties to physical features within an approximate 200-foot corridor centered on the proposed alignment (building corners, edge of pavement, water, sewer, electric, telephone, cable, and irrigation systems, driveways, sheds, trees).
2. Perform topographic survey to include ground shots within the approximate 200-foot corridor centered on the proposed alignment. Ground shots will include tops and toes of slopes of existing irrigation ditch or canal, tops and toes of berms, tops and flowline shots of any culverts and headwalls, natural ground at centerline of alignment and at 100-foot left and right of centerline, roadway crossings, slab elevations, and other pertinent features.
3. Cross-sections will be taken at approximately 250-foot intervals. Additional sections will be taken at upstream and downstream of roadway crossings, and ditch crossings.

PHASE 2 Preliminary Engineering Analysis

The **Preliminary Engineering Analysis** phase includes the basic hydrologic and hydraulics analysis for the project area.

1. Prepare project layout and drainage area map.
2. Prepare basic hydrologic & hydraulic calculations based on County requirements.

3. Determine size of drainage structures, locations for typical channel sections based on County requirements.
4. Develop hydraulic model of project.

PHASE 3 Engineering Design

The **Engineering Design** phase includes the detailed design of the channel cross-sections and culverts or other drainage structures based on the hydrologic and hydraulics analysis for the project.

1. Prepare typical channel sections for the proposed drainage facility.
2. Determine location and sizes of drainage structures across roadway and irrigation canal crossings.
3. Develop plans to the 30% level required for complete plans.
4. Prepare preliminary plans, specifications, and estimates (PS&E) to the 30% level required for final PS&E.

PHASE 4 Development of PS&E

The **Development of PS&E** phase includes the development of detailed construction plans, specifications, and construction cost estimate for the project.

1. Prepare Title Sheet for the project with Index of Sheets and Location Map.
2. Prepare Typical Sections Sheet showing the proposed channel typical sections for the proposed drainage facility.
3. Prepare Estimate & Quantity Sheet showing the different items required for the completion of the project. Pay items as well as non-pay items will be identified in the Estimate & Quantity Sheets.
4. Prepare channel Plan & Profile Sheets to detail the proposed work in both the plan view and profile view.
5. Prepare Details Sheets showing additional details not able to be shown elsewhere in the plans.
6. Develop list of Standard Sheets based on the TxDOT Standard Plan Sheets.
7. Develop Miscellaneous Details Sheets, Erosion Control Sheets and other miscellaneous plans sheets required to show prospective contractors the work required to complete the project.

PHASE 5 QA/QC Services

QA/QC Services involves monitoring, coordination and checking of the design documents.

1. The Engineer will perform QA/QC for the project at the 30%, 60%,90% and Final Plans Review milestones.
2. Document in project files.

PHASE 6 Special Services

Special Services includes the surveying effort (topographic surveys, right of entry letters, right-of-way surveys and documentation), environmental documentation, permits, geotechnical investigation,

printing, or other services that may be required and are not covered in Phases 1 through 5 above.

Right-of-Way Survey and Documentation

1. The Engineer will develop a Right-of Way Map for the project.
2. The Engineer will develop an Ownership Data spreadsheet.
3. The Engineer will prepare Right-of-Way parcels and metes and bounds for parcels to be acquired by the County.
4. Right-of-way parcels to be as shown in Exhibit D – Fee Breakdown. Additional parcels, if needed, can be added by Supplemental Agreement.

Permits

1. TCEQ TPDES Documentation.
2. Section 404 Permit (Nationwide Permit or Individual Permit) from U.S. Army Corps of Engineers, if necessary.
3. State Water Quality Certification (Section 401 Certification), if necessary.
4. All permits will be prepared after Preliminary SWPPP is developed, but before Final Plans.
5. I.B.W.C. Permit for new structure through I.B.W.C. Main Floodway south levee is not included in this Work Authorization.

Geotechnical Engineering

1. Geotechnical Engineering is not included but can be added by Supplemental Agreement if required.

EXHIBIT "C"

WORK SCHEDULE

	2014												2015			
	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR				
Dicker Road Drain																
Prelim Project Planning & Development																
Preliminary Engineering																
Final Design																

EXHIBIT D
FEE BREAKDOWN

RURAL DEVELOPMENT DRAINAGE IMPROVEMENTS PROJECTS - PCT 2
WORK AUTHORIZATION NO. 4

Project	Est Const Cost	Engineering Fee - 7.5% (Basic Services)	Surveying Fee - 1.5% & Special Services
Dicker Road Drain	\$831,700.00	\$62,377.50	\$12,475.50
Right-of-Way Surveying (8 Parcels)			\$22,000.00
Sub-Total	\$831,700.00	\$62,377.50	\$34,475.50
FEE GRAND TOTAL			\$96,853.00
TASK DESCRIPTION	% Fee	RGEC Fee	Sub-Consultant Fee
Basic Services			
PHASE I - DATA COLLECTION	20%	\$12,475.50	
PHASE II - PRELIM ENGINEERING & DESIGN	20%	\$12,475.50	
PHASE III - ENGINEERING DESIGN	40%	\$24,951.00	
PHASE IV - PS&E	20%	\$12,475.50	
PHASE V - QA/QC		\$0.00	
PHASE VI - SPECIAL SERVICES		\$0.00	
SUB-TOTAL	100%	\$62,377.50	
Special Services			
TOPOGRAPHIC SURVEYING		\$12,475.50	
RIGHT-OF-WAY SURVEYING (8 PARCELS)		\$22,000.00	
TOTAL FEE		\$96,853.00	\$0.00

NOTE: ENVIRONMENTAL DOCUMENTATION, AND GEOTECHNICAL INVESTIGATION ARE NOT INCLUDED
IN THE FEE PROPOSAL

EXHIBIT "D1"

ENGINEER'S CONTRACT RATES

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

<u>Other Direct Expenses</u>	<u>Cost</u>
Mileage	0.55/Mi
8 ½ x 11 Copies	1.00/Sheet
8 ½ x 14 Copies	1.25/Sheet
11 x 17 Copies	1.75/Sheet
11 x 17 Mylar	2.50/Sheet

EXHIBIT "F"

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

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of _____ of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter called the "**Owner**", and **R. GUTIERREZ ENGINEERING CORPORATION** hereinafter call the "**Engineer**".

WITNESSETH

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

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

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

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

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

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

THE ENGINEER:

THE OWNER:

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

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

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

ATTACHMENTS:

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

June 27, 2014

Mr. Jaime Salazar
Buyer – HCDD No. 1
902 N. Doolittle Rd.
Edinburg, TX 78542

RE: Pct. 2 Alamo Expressway Drain – RFB No. HCDD1 -14-008-03-19
Recommended Low Bidder

Mr. Salazar,

In review of the bid documents for the aforementioned project as received and announced on June 18, 2014 we offer the following. Dos Logistics, Inc. (DLI) reviewed submitted proposals and compiled bid tabulation as attached. Upon review of the tabulated items and provided information, DLI recommends:

Texas Cordia Construction, LLC with Low Bid in the amount of \$920,573.00.

We thank you for your continued cooperation with this project and look forward to working with you and the HCDD No.1 as we proceed with the construction phase of the project. If you should have any questions or comments please feel free to contact me at 956.968.8800.

Respectfully Submitted,



Oscar Cancino, P.E.
Principal, DLI

Attach: Bid Tab Sheet



Dos Logistics, Inc. - Corporate
T.B.P.E. Firm Registration #F-9225

June 27, 2014

Mr. Jaime Salazar
Buyer – HCDD No. 1
902 N. Doolittle Rd.
Edinburg, TX 78542

RE: Pct. 2 Alamo Expressway Drain – RFB No. HCDD1 -14-008-03-19
Bid Tabulation

Mr. Salazar,

In review of the bid documents for the aforementioned project as received and announced on June 18, 2014 we offer the following. Dos Logistics, Inc. (DLI) reviewed submitted proposals and compiled bid tabulation as attached.

After review of tabulated bid amounts by all contractors, only one was found to be in error. The proposal as submitted by DK III Hornback in the amount \$1,093,540.00 was revised to \$1,091,965.60. This was a result due to an error in the calculated bid amount for bid item 18 (18" steel pipe) where the total for that item submitted was \$20,467.20. When verifying this amount with the written bid value of \$314.88 for 60 l.f. the actual total value is \$18,892.80. The ranking for DK III did not change as a result of this correction in the bid tabulation. DLI recommends maintaining the ranking as opened and the lowest qualified bidder as recommended.

We thank you for your continued cooperation with this project and look forward to working with you and the HCDD No.1 as we proceed with the construction phase of the project. If you should have any questions or comments please feel free to contact me at 956.968.8800.

Respectfully Submitted,


Oscar Cancino, P.E.
Principal, DLI

Attach: Bid Tab Sheet

Pct. 2 alamo Expressway Drain
 Bid Tabulation - RFB No. HCDD1-14-008-03-19

BID ITEM	Pct. 2 alamo Expressway Drain			Foremost Paving Inc.			Texas Cordia Construction			DK III Horback Enterpr.			Rojas Heavy Equip.		
	Description	Quantity	Unit	Unit	Bid Amount	Unit	Bid Amount	Unit	Bid Amount	Unit	Bid Amount	Unit	Bid Amount	Unit	Bid Amount
1	EMBANKMENT (NATIVE MATERIAL)	2145	CY	16.00	\$ 34,320.00	12.00	\$ 25,740.00	10.31	\$ 22,114.95	12.00	\$ 25,740.00	12.00	\$ 25,740.00		
2	EMBANKMENT (LEVEE GRADE FILL)	910	CY	20.00	\$ 18,200.00	18.00	\$ 16,380.00	24.05	\$ 21,885.50	28.00	\$ 25,480.00	28.00	\$ 25,480.00		
3	HYDROMULCH SEEDING (PERM)(WATERING INCLUDED)	4000	SY	3.00	\$ 12,000.00	1.00	\$ 4,000.00	0.91	\$ 3,640.00	1.00	\$ 4,000.00	1.00	\$ 4,000.00		
4	CALICHE 6" (NEW) (COMPACTED IN PLACE)	79	CY	100.00	\$ 7,900.00	90.00	\$ 7,110.00	45.80	\$ 3,618.20	135.00	\$ 10,665.00	135.00	\$ 10,665.00		
5	CEMENT STABILIZED BACKFILL (2 SACKS/CY)	430	CY	80.00	\$ 34,400.00	150.00	\$ 64,500.00	103.05	\$ 44,311.50	180.00	\$ 77,400.00	180.00	\$ 77,400.00		
6	TRENCH EXCAVATION PROTECTION	142	LF	50.00	\$ 7,100.00	120.00	\$ 17,040.00	11.45	\$ 1,625.90	20.00	\$ 2,840.00	20.00	\$ 2,840.00		
7	REINFORCED CONCRETE WALL (PIPE SUPPORT)	7	CY	2,200.00	\$ 15,400.00	1,100.00	\$ 7,700.00	118.28	\$ 827.96	2,100.00	\$ 14,700.00	2,100.00	\$ 14,700.00		
8	CONCRETE RETAINING WALL	26	CY	950.00	\$ 24,700.00	600.00	\$ 15,600.00	354.95	\$ 9,228.70	2,500.00	\$ 65,000.00	2,500.00	\$ 65,000.00		
9	CONCRETE RIPRAP (6IN)	79	CY	600.00	\$ 47,400.00	300.00	\$ 23,700.00	486.63	\$ 38,443.77	460.00	\$ 36,340.00	460.00	\$ 36,340.00		
10	RIPRAP (COMMON STONE) (DRY) (6IN)	395	CY	90.00	\$ 35,550.00	100.00	\$ 39,500.00	257.63	\$ 101,763.85	150.00	\$ 59,250.00	150.00	\$ 59,250.00		
11	5'X5' DUAL CONCRETE BOX (CAST IN PLACE)	137	LF	1,200.00	\$ 164,400.00	1,005.00	\$ 137,685.00	1,001.88	\$ 137,257.56	1,400.00	\$ 191,800.00	1,400.00	\$ 191,800.00		
12	CONCRETE WINGWALLS	2	EA	20,000.00	\$ 40,000.00	5,600.00	\$ 11,200.00	14,026.25	\$ 28,052.50	10,000.00	\$ 20,000.00	10,000.00	\$ 20,000.00		
13	CONCRETE HEADWALL (VARIES FROM 5' TO 11' HEIGHT)	24	LF	900.00	\$ 21,600.00	1,000.00	\$ 24,000.00	801.50	\$ 19,236.00	300.00	\$ 7,200.00	300.00	\$ 7,200.00		
14	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	500.00	\$ 1,500.00	4,000.00	\$ 12,000.00	2,290.00	\$ 6,870.00	1,000.00	\$ 3,000.00	1,000.00	\$ 3,000.00		
15	CHANNEL EXCAVATION	5270	CY	7.00	\$ 36,890.00	9.00	\$ 47,430.00	9.16	\$ 48,273.20	20.00	\$ 105,400.00	20.00	\$ 105,400.00		
16	CONCRETE COLLAR (CAST IN PLACE)	2	EA	4,000.00	\$ 8,000.00	3,300.00	\$ 6,600.00	5,152.50	\$ 10,305.00	4,000.00	\$ 8,000.00	4,000.00	\$ 8,000.00		
17	CONSTRUCT CONCRETE GATEWELL STR. W/SLUICIDE GATE (2), 5' REINFORCED CONCRETE PLAFORM, GRATE LATCH, LADDER & APPARATUS (CAST IN PLACE)	1	EA	350,000.00	\$ 350,000.00	111,000.00	\$ 111,000.00	121,370.00	\$ 121,370.00	160,000.00	\$ 160,000.00	160,000.00	\$ 160,000.00		
18	18" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/12" MANIFOLD, CHECK VALVES & FITTINGS)	60	LF	450.00	\$ 27,000.00	400.00	\$ 24,000.00	314.88	\$ 18,892.80	285.00	\$ 17,100.00	285.00	\$ 17,100.00		
18	12" STEEL PIP SCH 40 PAINTED (OIL BASE)(W/FITTINGS) SUCTION W/BLINDS & QUICK CONNECTORS	65	LF	400.00	\$ 26,000.00	300.00	\$ 19,500.00	1,500.00	\$ 97,500.00	210.00	\$ 13,650.00	210.00	\$ 13,650.00		
19	12' WIDE SWING ACCESS GATES (COMPLETE IN PLACE)(PAINTED YELLOW/OIL BASE PAINT)	2	EA	3,000.00	\$ 6,000.00	3,000.00	\$ 6,000.00	6,011.25	\$ 12,022.50	3,500.00	\$ 7,000.00	3,500.00	\$ 7,000.00		
20	CONSTRUCTION EXITS (TY2)(INSTALL)(REMOVE)	78	SY	20.00	\$ 1,560.00	30.00	\$ 2,340.00	34.35	\$ 2,679.30	20.00	\$ 1,560.00	20.00	\$ 1,560.00		
21	TEMP SEDIMENT CONTROL FENCE	1218	LF	6.00	\$ 7,308.00	4.00	\$ 4,872.00	6.01	\$ 7,320.18	2.00	\$ 2,436.00	2.00	\$ 2,436.00		
22	12" DIESEL PUMP W/(2)12"X20" FLEXIBLE HOSE W/QUICK CONNECTOR	2	EA	85,000.00	\$ 170,000.00	111,000.00	\$ 222,000.00	125,000.00	\$ 250,000.00	125,000.00	\$ 250,000.00	125,000.00	\$ 250,000.00		
23	6'0X5'6 CONCRETE SUCTION BOX (W/GRATES)	1	EA	13,000.00	\$ 13,000.00	18,000.00	\$ 18,000.00	6,583.75	\$ 6,583.75	15,000.00	\$ 15,000.00	15,000.00	\$ 15,000.00		
25	STRUCTURE EXCAVATION	2223	CY	20.00	\$ 44,460.00	12.00	\$ 26,676.00	21.76	\$ 48,372.48	11.00	\$ 24,453.00	11.00	\$ 24,453.00		
26	CONTINGENCY PLAN (PRELEM. SOILS MAT'L TESTS)	1	LS	1,000.00	\$ 1,000.00	13,000.00	\$ 13,000.00	4,580.00	\$ 4,580.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00		
27	CONTINGENCY PLAN (CONST. MAT'L TEST)	1	LS	2,000.00	\$ 2,000.00	13,000.00	\$ 13,000.00	25,190.00	\$ 25,190.00	6,500.00	\$ 6,500.00	6,500.00	\$ 6,500.00		
	TOTAL				\$ 1,157,688.00		\$ 920,573.00		\$ 1,091,965.60		\$ 1,159,514.00		\$ 1,159,514.00		

(bid submittal : 1,093,514.00)

Contractor provided bid pricing. New Totals have been re-calculated

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 15

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide basic services consisting of a Preliminary Engineering Report, and Special Services consisting of Preliminary Field Surveying Services & Phase I Environmental & Public Involvement Services required by Hidalgo County Precinct No. 1 as indicated below:

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

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

PART 2. ESTIMATED COST

The estimated lump sum cost for services under this Work Authorization #15 is \$200,000.00. This amount is based upon the negotiated Lump Sum attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 15 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by TEDSI Infrastructure Group, Inc. as to content and detail of this Work Authorization No. 15.

BY: _____
Jesse Salinas, President

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

TEDSI Infrastructure Group, Inc

By: Jesse Salinas, President

THE OWNER:

Hidalgo County Drainage District No. 1

By: Ramon Garcia, Chairman

Attest as to form:

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

By: Stephen L. Crain

Attachments:

Exhibit A - Owner's Scope of Work

Exhibit B - Engineer's Scope of Work

Exhibit D - Lump Sum Fee Proposal

EXHIBIT "A"
Services to be provided by the Owner

WA #15 - Ditch 23

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

The **OWNER** will:

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

EXHIBIT “B”
Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES (<i>Basic</i> or <i>Special</i>)	1 - 2
EXPANDED DESCRIPTION OF SERVICES:	2 - 8

I. ENGINEERING MANAGEMENT (EM)

(B) Preliminary Engineering	3
(1) Preliminary Concept Conference	3
(2) Management/Coordination of Engineering Activities	3
(3) Implementation of QC/QA Program	3
(4) Final Report “ <i>Preliminary Engineering Report</i> ”	3
(5) Coordination with all Reviewing Agencies	3

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Phase I Services	4	4
Involvement		
(2) Field Surveying	4	

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering	5
(1) Preliminary Field Surveying	5
(2) Data Collection	5
(3) Geographical Information System	6
(4) Hydrologic Analysis	6
(5) Hydraulic Analysis	6
(6) Alternate Solutions & Recommendations	7
(7) Final Report – “ <i>Preliminary Engineering Report</i> ”	7

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

Management:

I. ENGINEERING MANAGEMENT (EM)

(B) Preliminary Engineering

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

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Phase I	<i>Special</i>
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Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
“Work Authorization No. 15”

(2) Field Surveying

Special

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Preliminary Field Surveying

Special

(2) Data Collection

Basic

(3) Geographical Information System

Basic

(4) Hydrologic Analysis

Basic

(5) Hydraulic Analysis

Basic

(6) Alternate Solutions /Recommendations for Final Design

Basic.

(7) Final Report – *“Preliminary Engineering Report”*

Basic

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

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
“Work Authorization No. 15”

EXHIBIT “B”

I. ENGINEERING MANAGEMENT (EM)

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

For these services, the **Engineer** shall manage the **Project Team**, consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

- (B) Preliminary Engineering.** The **Engineer** will ultimately deliver the final recommendations for the design of the project in the "**Preliminary Engineering Report**". (Specific requirements for *engineering* activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall *manage* and coordinate the activities of the **Project Team** in the collection of geographical information and *engineering* data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the "**Preliminary Engineering Report**". Specific *management* tasks to be provided by the **Engineer** will include:
- (1) **Preliminary Concept Conference.** The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the "**Preliminary Engineering Report**", identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.
 - (2) **Management/Coordination of Engineering Activities.** The **Engineer** shall *manage* and coordinate the **Project Team** in the preparation of specific *engineering* work activities, tasks, special services for the final development of the "**Preliminary Engineering Report**", including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the *engineering* activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).
 - (3) **Implement QC/QA Program.** The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the "**Preliminary Engineering Report**", and its compliance with standards of sound *engineering* principles and the agreed-upon design criteria established at the PCC.
 - (4) **Final Report of: "Preliminary Engineering Report".** The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the "**Preliminary Engineering Report**", including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.
 - (5) **Coordination with various agencies.** The development of the "**Preliminary Engineering**

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Work Authorization No. 15"

EXHIBIT "B"

Report” may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all *engineering* activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project**. A summary of the *engineering* activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) Phase 1 Environmental Baseline Report

- (a) A Phase 1 environmental baseline investigation will be performed to evaluate the environmental quality, issues, needs and opportunities in the proposed planning area. The overall environmental considerations are to protect, preserve, and maintain existing environmental values and to minimize unavoidable damages to the environment. Opportunities to optimize the environmental components of the water shed will also be explored. It is the intent of environmental baseline report to identify environmental constraints to facilitate the assessment of alternative flood reduction plans for the planning area. The environmental tasks are outlined below.

Task (A) Study Coordination and Meetings

The study effort will involve regular study coordination and meetings with the planning team, participation in public meetings, and coordination with regulatory agencies.

Task (B) Data Collection and Land Use Characterization

Data collection will consist of a literature review, aerial photograph interpretation, and a field reconnaissance to verify literature and photographic data. A land use characterization will be performed to aid in the identification of environmental constraints and opportunities in the planning areas. A Geographic Information System (GIS) data layer will be developed to incorporate the environmental constraints and opportunities, and other environmental data to be superimposed on digital aerial photographs of the planning area.

Task (C) Limited Phase I environmental Site Assessment

A limited Phase Environmental Site Assessment will be conducted based on a review of regulatory agency site listing and databases

Task (D) environmental Baseline Report

An environmental baseline report will be prepared to document and describe how it

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
“Work Authorization No. 15”

EXHIBIT “B”

relates to the planning objective and constraints for the regional drainage plan. Environmental constraints maps will be generated using GIS technologies to define the environmental issues and finding in the planning area.

(2) **Field Surveying**

- (a) ***Right of Entry***: It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of recon/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer**, the name of the primary person of contact during each entry.
- (b) For the purpose of schematic development, including a geographical information system of the **Project**, a base map background will be provided by the **Engineer**.
- (c) The **Engineer** shall provide primary **Project** control by establishing horizontal and vertical control points to tie ground control to the State Plane Coordinate System.
- (d) The Engineer shall obtain the following photogrammetric products:
 - (i) Contact Prints and Mosaics
 - (ii) Planimetric maps
 - (iii) Contour maps
 - (iv) Cross- Sections
 - (v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

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

(A) **Preliminary Engineering.** For this phase, the **Engineer** will ultimately deliver the ***“Preliminary Engineering Report”***. Subsequently, the **Engineer** will prepare the ***“Preliminary Engineering Report”*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer's** recommendations. Specific **engineering** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Preliminary Field Surveying**

- (a) The **Engineer** shall establish benchmark identifications
- (b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.
- (c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
“Work Authorization No. 15”

EXHIBIT “B”

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

- (i) Available previous hydraulic and/or engineering studies
- (ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

- (iii) Parcel mapping
- (iv) Property assessment
- (v) USGS topographic mapping

Property and Facility Management

- (vi) Land acquisition and disposition
- (vii) Building and property inventory

Land Use Planning and Zoning

- (viii) General plan mapping
- (ix) Zoning mapping
- (x) Demographic mapping
- (xi) Economic development
- (xii) Linking to permitting systems
- (xiii) Existing aerial photographs and/or mapping

Engineering

- (xiv) Storm drain mapping
- (xv) Subdivision mapping
- (xvi) Street mapping

Public Safety

- (xvii) Emergency preparedness plans

Environmental Assessment (if required by Federal/State agencies)

- (xviii) Wetland mapping
- (xix) National Pollution Discharge Elimination System (NPDES) permitting
- (xx) Facility mapping
- (xxi) Vegetation mapping
- (xxii) Coastal zone management

Elections

- (xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the "***Raymondville Drain Project***". Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the "***Preliminary Engineering Report***". ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Work Authorization No. 15"

EXHIBIT "B"

be used to develop the *engineering* models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

- (a) The **Engineer** shall review and comment on the hydrologic analyses of portions of drainage watershed(s) that are located in Precinct No.1.
- (b) The **Engineer** shall review and comment on the comparison of peak flow rates, in the watershed that are located in Precinct No. 1 with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) **Hydraulic Analysis**

- (a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.
- (b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.
- (c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map
- (d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.
- (e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.
- (f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No. 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

Hidalgo County Drainage District No. 1 / TEDSI Infrastructure Group
"Work Authorization No. 15"

EXHIBIT "B"

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer's** final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(7) **Final Report**

The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

ATTACHMENT D
 Work Authorization No. 15 - Ditch 23
 TEDSI Infrastructure Group
 Lump Sum Fee Proposal

Item - Basic Services	Fee
Coordination & Meetings (Hidalgo County/ HCDD#1, Cameron County & City Of Mercedes)	\$ 10,000.00
Preliminary Hydrology and Hydraulic Analysis	\$ 30,000.00
Preliminary Utility research	\$ 15,000.00
Development of Preliminary Engineering Report and Recommendations	\$ 100,000.00
TOTAL LUMP SUM BASIC SERVICES	\$ 155,000.00

II.1 - Environmental Phase I Doc. \$ 15,000.00
 II.2 - Preliminary Field Surveying \$ 30,000.00

Total LUMP SUM SPECIAL SERVICES \$ 45,000.00

Total Lump Sum amount WA #15 \$ 200,000.00