AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
September 9, 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-46316** Public Hearing to Discuss the Proposed 2014 Tax Rate

5. **AI-46390** Presentation and Acceptance of Independent Audit Report for the year ended December 31, 2013.

6. **AI-46391** Discussion and applicable action of the following items for Hidalgo County Board of Directors in connection with Delinquent Tax Collection Services:

A. Exercise Hidalgo County Drainage District No.1's option to issue and send the thirty (30) days Notice of Non-renewal (pursuant to current agreement-Section 6) for the current contract with Perdue, Brandon, Fielder, Collins & Mott LLP in Association with the Law Offices of John David Franz (hereinafter called the "Law Firm") for the Collection of Delinquent Taxes for Hidalgo County (thus expiring on 12-31-14); or, if opted by BOD;

B. Authority to publish a Request for Proposals w/Qualifications to: Engage a Law Firm to provide Delinquent Tax Collection Services for Hidalgo County Drainage District No. 1 effective 01-01-15 with procurement packet to be brought to BOD for approval at the next BOD meeting; or, in the alternative and opted by BOD,

C. Requesting exemption from competitive bidding requirements, under Texas Local Government Code, Chapter 262, Section .024(a)(4): a professional service; (only if applicable or permitted)

D. Engage the firm of _____ for the Collection of Delinquent Taxes for Hidalgo County Drainage

District No.1 with an initial term of _____ year(s) and/or _____ year(s) options to extend/renew (and to include a rate/fee of _____% with all other terms and conditions applicable with final review and approval as to form by legal counsel) with an effective date of 01-01-15. (only if applicable or permitted)

7. **AI-46385** Requesting authority to advertise and approval of either one of the following procurement options:

A. A RFQ (Request for Qualifications) procurement packet (i.e. qualifications, specifications/requirements, scope of services, grading criteria/scoring sheets and legal notices) as attached hereto with applicable action on any modifications, additions, deletions or changes to any part/section/terms/conditions/exhibits of the final packet (if opted by CC) ; OR,

B. A RFP (Request for Proposals) procurement packet (i.e. qualifications, specifications/requirements, scope of services, grading criteria/scoring sheets and legal notices) as attached hereto with applicable action on any modifications, additions, deletions or changes to any part/section/terms/conditions/exhibits of the final packet;

for: "Engagement of a Law Firm for the collection of Delinquent (Ad Valorem/Tax Collections and Related Services" for Hidalgo County Drainage District No. 1, including the re-advertising of project in the event no responses are received and/or are rejected and project is still required.

8. **AI-46245** A. **For clarification purposes only** of the purchase order and account number as referenced on previous agenda item #45208 to be corrected; the correct funding account number is 14-110-433-006-43330; and

B. **Acceptance and approval** of the negotiated "Letter of Engagement" including a Best and Final Offer (BAFO) submitted by The Lee Law Firm for the provision of professional legal services for the review and report of the agreement between Hidalgo County Drainage District No. 1 and Integ Corporation thru RFQ NO: HCDD1-14-140-06-04-VYG.

9. **AI-46298** A.) Requesting approval to accept bid and approval to award Construction Contract to Sole Bidder meeting all specified requirements for RFB No. HCDD1-14-025-08-15 "MISSION INLET ARCH CULVERT - ALUMINUM LINER PLATE RE-LINE" in the amount of $169,900.00 to Foremost Paving, Inc.

B.) Requesting approval to accept Sole response received as "qualified" Title Report Services - "Pool" and approval of Professional Services Contract with South Texas Land Investigations on an "As Needed Basis".

2013 BOND SERIES

C.) Requesting approval to advertise for RFB No. HCDD1-14-027-10-08 "Civil Site Improvements for Hidalgo County Drainage District No.1 - North Main Drain Weir No. 1"

D.) Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 14 with TEDSI Infrastructure Group, Inc. to add University of Texas Pan American to perform Water Sample Collection as it relates to the Delta Watershed Project. Increase in the amount of $75,987.00.

E.) Requesting approval of Supplemental Agreement No. 1 to Agreement for Professional Services - Pct. 4 North Seminary Drainage with Quintanilla, Headley & Associates, Inc. to include Sub-Consultant Firm for construction materials observation and testing services.

F.) Requesting approval of Notice to Suspend Work with Rojas Construction & Paving as it relates to Construction Contract No. HCDD1-14-011-04-29 "Pct. 4 - North Seminary Drainage due to lead time to manufacture Slide Gate. Resumption of Work Effective October 18, 2014.

G.) Requesting approval of Notice to Suspend Work with RDH Site & Concrete, LLC as it relates to Construction Contract No. HCDD1-14-010-05-06 "Pct. 2 Rural Drainage Development - Seminole Valley Subdivision Area Drainage Improvements" due to lead time to manufacture Concrete Box Culverts. Resumption of Work Effective September 22, 2014.

H.) Requesting approval to Extend Notice to Suspend Work with Rojas Construction & Paving as it relates to Construction Contract No. HCDD1-13-022-04-29B "FM 495 Drain - Wisconsin Road Field Crossing" due to lead time to manufacture Concrete Box Culverts. Resumption of Work Effective October 6, 2014.

I.) Requesting approval to Extend Notice to Suspend Work with Texas Cordia Construction, LLC as it relates to Construction Contract No. HCDD1-14-004-02-11 "Pct. 4 Area - Edinburg Drain Stub-Out to the South Main Drain Control Structure Drainage Improvements" due to lead time to manufacture Slide Gate. Resumption of Work Effective December 5, 2014.

J.) Requesting approval of Notice to Suspend Work with Texas Cordia Construction, LLC as it relates to Construction Contact No. HCDD1-14-008-07-08 " Pct. 2 - Alamo Expressway Drain" due to lead time to manufacture Slide Gate and Pumps. Resumption of Work Effective November 23, 2014.

K.) Requesting approval to reject sole bid received for RFB No. HCDD1-14-021-08-07 "Weslaco North Lateral Control". As per Project Engineer recommendation will re-advertise project combined with Monte Cristo Control Structure Project into single RFB to increase construction cost and attract more bidders.

L.) Requesting approval to re-advertise for RFB No. HCDD1-14-020-08-07 "Monte

Cristo Drain Control Structures" due to no bids received. As per Project Engineer recommendation will re-advertise project combined with Weslaco North Lateral Control into single RFB to increase construction cost and attract more bidders.

M.) Requesting approval to advertise for RFB No. HCDD1-14-028-10-09 "Drain Control Structures - Monte Cristo & Weslaco North Lateral".

N.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Dos Logistics, Inc. as it relates to "Hidalgo County Pct. 4 - Alamo Lateral Control Structure". Approved for negotiations by HCDD1 Board of Directors on November 19, 2013.

O.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Dos Logistics, Inc. as it relates to "Hidalgo County Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements". Approved for negotiations by HCDD1 Board of Directors on June 3, 2014.

10. **AI-46377** Request approval of a Budget amendment from un-reserve fund balance of the District General Fund to fund line items in both the Administration and Maintenance budget. This amendment is required to cover remaining expenditures for the year. The administation amount is $230,000 and for the Maintenance the amount is $472,000.

11. **AI-46339** **Request approval to issue payment on the following items after review and audit procedures have been completed:**
2013 Bonds: (133)
Estimate no. 7 in the amount of $1,159,118.75 from IPR South Central for Contract no. TP07-13 through the District's membership with HGAC-Buy Member no. 07-1749. Trenchless Pipeline Rehabilitation Services for the Rado Drain Project. PO#623795.

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

A. **Real Estate Acquisition**

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

13. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

16. **Adjourn**

AI-46316 **4.**

DRAINAGE DISTRICT

Meeting Date: 09/09/2014

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Public Hearing to Discuss the Proposed 2014 Tax Rate

BACKGROUND

Attachments

2014 County Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 08:30 AM
Purchasing Department	Monica Badillo	09/05/2014 05:48 PM

Form Started By: Edgar Jaramillo Started On: 09/03/2014 04:33 PM

Final Approval Date: 09/05/2014

NOTICE OF 2014 TAX YEAR PROPOSED PROPERTY TAX RATE FOR HIDALGO COUNTY

A tax rate of $0.5900 per $100 valuation has been proposed for adoption by the governing body of Hidalgo County. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	$0.5900 per $100
PRECEDING YEAR'S TAX RATE	$0.5900 per $100
EFFECTIVE TAX RATE	$0.5822 per $100
ROLLBACK TAX RATE	$0.6250 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for Hidalgo County from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that Hidalgo County may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

PABLO (PAUL) VILLARREAL, JR., PCC
HIDALGO COUNTY TAX ASSESSOR-COLLECTOR
HIDALGO COUNTY TAX OFFICE, 2804 S. US HWY 281,
EDINBURG, TEXAS 78539
(956) 318-2157
PAUL.VILLARREAL@HIDALGOCOUNTYTAX.ORG
WWW.HIDALGOCOUNTYTAX.ORG

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: September 9, 2014 at 9:30AM at City of Edinburg, City Hall Council Chambers, 415 W. University Drive, Edinburg, Texas.

Second Hearing: September 23, 2014 at 9:30AM at City of Edinburg, City Hall Council Chambers, 415 W. University Drive, Edinburg, Texas.

AI-46390 **5.**

DRAINAGE DISTRICT

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation and Acceptance of Independent Audit Report for the year ended December 31, 2013.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 04:49 PM
Final Approval	Monica Badillo	09/05/2014 05:48 PM

Form Started By: Monica Badillo Started On: 09/05/2014 04:38 PM

Final Approval Date: 09/05/2014

AI-46391 **6.**

DRAINAGE DISTRICT

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and applicable action of the following items for Hidalgo County Board of Directors in connection with Delinquent Tax Collection Services:

A. Exercise Hidalgo County Drainage District No.1's option to issue and send the thirty (30) days Notice of Non-renewal (pursuant to current agreement-Section 6) for the current contract with Perdue, Brandon, Fielder, Collins & Mott LLP in Association with the Law Offices of John David Franz (hereinafter called the "Law Firm") for the Collection of Delinquent Taxes for Hidalgo County (thus expiring on 12-31-14); or, if opted by BOD;

B. Authority to publish a Request for Proposals w/Qualifications to: Engage a Law Firm to provide Delinquent Tax Collection Services for Hidalgo County Drainage District No. 1 effective 01-01-15 with procurement packet to be brought to BOD for approval at the next BOD meeting; or, in the alternative and opted by BOD,

C. Requesting exemption from competitive bidding requirements, under Texas Local Government Code, Chapter 262, Section .024(a)(4): a professional service; (only if applicable or permitted)

D. Engage the firm of _____ for the Collection of Delinquent Taxes for Hidalgo County Drainage District No.1 with an initial term of _____ year(s) and/or _____ year(s) options to extend/renew (and to include a rate/fee of _____% with all other terms and conditions applicable with final review and approval as to form by legal counsel) with an effective date of 01-01-15. (only if applicable or permitted)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	09/05/2014 05:48 PM

Form Started By: Monica Badillo Started On: 09/05/2014

Final Approval Date: 09/05/2014

AI-46385 **7.**

DRAINAGE DISTRICT

Meeting Date: 09/09/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting authority to advertise and approval of either one of the following procurement options:

A. A RFQ (Request for Qualifications) procurement packet (i.e. qualifications, specifications/requirements, scope of services, grading criteria/scoring sheets and legal notices) as attached hereto with applicable action on any modifications, additions, deletions or changes to any part/section/terms/conditions/exhibits of the final packet (if opted by CC) ; OR,

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for: "Engagement of a Law Firm for the collection of Delinquent (Ad Valorem/Tax Collections and Related Services" for Hidalgo County Drainage District No. 1, including the re-advertising of project in the event no responses are received and/or are rejected and project is still required.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 03:58 PM
Final Approval	Monica Badillo	09/05/2014 05:48 PM

Form Started By: Monica Badillo Started On: 09/05/2014 03:26 PM

Final Approval Date: 09/05/2014

AI-46245 **8.**

DRAINAGE DISTRICT

Meeting Date: 09/09/2014

Submitted For: Martha L. Salazar, HC PA Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. **For clarification purposes only** of the purchase order and account number as referenced on previous agenda item #45208 to be corrected; the correct funding account number is 14-110-433-006-43330; and

B. **Acceptance and approval** of the negotiated "Letter of Engagement" including a Best and Final Offer (BAFO) submitted by The Lee Law Firm for the provision of professional legal services for the review and report of the agreement between Hidalgo County Drainage District No. 1 and Integ Corporation thru RFQ NO: HCDD1-14-140-06-04-VYG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCOUNT #: 110-433-006-43330

FUNDS AVAILABLE? Y/N: MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:

Funding account number provideded by HCDD1 Financial Officer.

Attachments

Letter of Engagement Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 08:51 AM
Final Approval	Monica Badillo	09/05/2014 05:48 PM

Form Started By: Vangie Garcia Started On: 08/29/2014 01:29 PM

Final Approval Date: 09/05/2014

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: HCDD1-14-140-06-04-VYG-Professional Legal Services

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Fri, Aug 29, 2014 08:27 AM

Subject : Fwd: HCDD1-14-140-06-04-VYG-Professional Legal Services 1 attachment

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>

Good Morning;
Here's the response from "The Lee Law Firm" in connection to the fees submitted for the above referenced project. Do I proceed with the agenda item for next court date of September 9, 2014; so as to attach the necessary documentation.

Please advise.

Thank you

----- Forwarded Message -----
From: "The Lee Firm PC" <TheLeeFirmPC@theleefirm.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Cc: "valde guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Thursday, August 28, 2014 6:57:08 PM
Subject: HCDD1-14-140-06-04-VYG-Professional Legal Services

Re: Best and Final Offer-Negotiation Letter-HCDD1-14-140-06-04-VYG

Professional Legal Services

Ms. Garcia:

Attached please find correspondence dated August 28, 2014.

Michael S. Lee

The Lee Firm, A Professional Corporation

615 N. Upper Broadway, Suite 708

Corpus Christi, Texas 78401

Telephone: 361.882.4444

Facsimile: 361.882.7844

E-mail Reply to: theleefirmpc@theleefirm.com

MSL/cm

THE LEE FIRM

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

615 N UPPER BROADWAY, SUITE 708
CORPUS CHRISTI, TEXAS 78401-0732
TELEPHONE: 361/882-4444

126 W MAIN , SUITE B
P O BOX 599 (MAIL)
KENEDY, TEXAS 78119
TELEPHONE: 830/583-0899

TOLL FREE: 800/580-4444
FAX: 361/882-7844
EMAIL: THELEEFIRMPC@THELEEFIRM.COM

MICHAEL S LEE
BOARD CERTIFIED
PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

OF COUNSEL
PETER C. RUGGERO

REPLY TO CORPUS CHRISTI ADDRESS

August 28, 2014

Via E-mail – evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Re: Best and Final Offer-Negotiation Letter-HCDD1-14-140-06-004-VYG
Professional Legal Services

Dear Ms. Garcia:

Receipt of your "Negotiation Letter" for a "Best and Final Offer (BAFO) for the HCDD1-14-140-06-04-VYG-Professional Legal Services" project is hereby acknowledged. **Unfortunately, THE LEE FIRM, A PROFESSIONAL CORPORATION (The Lee Firm), has already submitted its best "discounted" professional rates for professional legal services. Hopefully, the Hidalgo County Drainage District No. 1 will accept our proposal.**

Thank you for considering The Lee Firm. I am available to answer any further inquiries.

Have a nice day.

Yours very truly,

Michael S. Lee

MSL/cm
cc: Valde Guerra
Via E-mail – valde.guerra@co.hidalgo.tx.us

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

RFQ No: HCDD1-14-140-06-04-VYG
Professional Legal Service in connection with the review and report for the agreement between Hidalgo County Drainage District No. 1 and Integ Corporation

This Agreement is made by and between Michael S. Lee/The Lee Firm, A Professional Corporation ("Attorney"), and Hidalgo County Drainage District No. 1 ("Client") to review and report for the agreement between Hidalgo County Drainage District No. 1 and Integ Corporation.

1. Scope of Services. The Attorney will provide legal services as requested by Client and accepted by Attorney on a case-by-case and matter-by-matter assignment. Attorney shall provide those legal services reasonably required to represent Client, and shall keep Client informed of the progress of the case or matter. In order to enable Attorney to render effective legal services, Client shall provide all facts and keep Attorney informed of all developments relating to the matter. Attorney must rely on the accuracy and completeness of the facts and information provided by Client. In addition, Attorney will provide legal services in reviewing all documents related to the contractual issues between Hidalgo County Drainage District No. 1 and Integ Corporation; review appropriate Texas case law, whether statutory and/or common law; conferences and meetings with Hidalgo County Drainage District No. 1 representatives; interviews and conferences with any subcontractors and/or other contractors involved in the project developments that are the subject of the issues between Hidalgo County Drainage District No. 1 and Integ Corporation; interview witnesses; provide appropriate legal opinions relating to same.

2. Fees. Hourly fees for legal services are based on the amount of time each lawyer or paralegal spends working on the Client's behalf multiplied by their respective hourly rate. Hourly rates vary among professionals depending on experience, level of expertise and market conditions. Hourly rates are reviewed annually and will be adjusted only with the Client's written consent. The fee structure accepted for this matter is stated in the attached Exhibit "A". Lead counsel and all attorneys and legal staff working on the assigned matter shall be identified in the attached fee structure.

3. Expenses. By engaging services from Attorney, Client authorizes third-party contracting necessary for representation on Client's behalf and such costs shall be reimbursed for actual costs as incurred as per schedule of costs attached as Exhibit "A", although this list may not be all inclusive. The Attorney will seek approval from Client for any individual expenses that are expected to exceed the sum of $500.00. Attorney shall also obtain Client's consent before retaining an outside investigator, consultant or expert witness.

4. Billing. The Client shall be billed monthly for fees, costs and expenses incurred (detailed in the attached Exhibit "A") and will reimburse firm for actual expenses incurred in connection with litigation. The Client shall also pay for the time the Attorney spends traveling, (when necessary). Hourly and/or timed billing shall be submitted in increments of one-tenth (1/10th) of an hour. No block billing shall be accepted. Each billing entry shall separately itemize the activity or task performed and the amount of corresponding time. All billing invoices are subject to review by the County Auditor as provided for under the Texas Local Government Code. Payment of billing invoices requires approval by the Hidalgo County Drainage District No. 1.

5. Termination. This agreement will terminate once the case or matter assigned is completely resolved/dismissed, or in the event the Client chooses to terminate the agreement in advance of completion, resolution or final dismissal of the matter, then upon written notice of termination.

6. Client approval is necessary for settlement. Attorney is authorized to engage in settlement negotiations if and when appropriate in their professional judgment. No settlement of any nature shall be made for any of the claims or causes of action of Client without the complete approval of Client. Upon Client approval, Attorney shall have full authority to sign papers or documents regarding settlement. This provision is subject to the terms and conditions of the policy of insurance that indemnifies Client for the claims in the above matter.

7. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter (*i.e.*, the review and report for the agreement between Hidalgo County Drainage District No. 1 and Integ Corporation) and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between the parties herein.

8. Amendment. This Agreement may be amended only by written amendment with the approval of the Hidalgo County Drainage District No. 1 and their duly authorized agent or representative.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas which law shall govern any actions arising hereunder. Any dispute arising hereunder shall be brought before a court of competent jurisdiction in Hidalgo County, Texas.

AGREED:

LAW FIRM:

The Lee Firm, A Professional Corporation

By: _____
Title: President
Address: 615 N. Upper Broadway, Suite 708
Corpus Christi, Texas 78401
Telephone: 361.882.4444
Fax: 361.882.7844
E-mail: theleefirmpc@theleefirm.com

Date: _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Title: _____
Address: 2812 S. Business Hwy 281
Edinburg, Texas 78539

Exhibit "A"
SCHEDULE OF COSTS IN CONNECTION WITH LEGAL REPRESENTATION INVOLVING HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND INTGEG CORPORATION

Attorney Fees:	**Hourly Rate:**
Attorneys:	See Attached
Legal Assistant:	See Attached

Legal Fees/Court Costs:

Filing Fees	Actual costs
Service of Process & Subpoenas	Actual costs
Mediation Fees	Actual costs
Legal Research Expenses	Actual costs (Lexis Nexis)
Depositions (Court Reporter & Video as appropriate)	Actual costs
Internet Search Fees	Actual costs
Witness Fees	Actual required by law
Expert Witness Fees	Actual costs
Hearing Transcript Fees (as appropriate)	Actual costs
Investigator Fees (as appropriate)	Actual costs

Travel Expenses:
Mileage Rate (IRS guidelines recommended) – Prevailing IRS Rate
Air Travel (most economical travel recommended) – Most economical taking into consideration travel time.
Hotel (most economical recommended – not to exceed $100.00 per day)
Meals (to be reimbursed only if traveling out of town – not to exceed $39.00 per day)

Office Expense:

Faxes	$1.25 per page
Copies	$ .30 per page
Binding	As charged by Texas Star Documents
Telephone (Long Distance only)	As charged by Foremost

Postage and Express Mail:

U.S. Mail	Actual costs
Express Mail	Actual costs
Other:	
Overnight Delivery	Actual costs

Itemized receipts must be provided for each expense.

Send billing to: Hidalgo County Drainage District No. 1
ATTN: Evangelina Garcia
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
E-mail: Evangelina.garcia@co.hidalgo.tx.us

CHARGES FOR ATTORNEY FEES AND LEGAL ASSISTANT

Michael S. Lee Senior Attorney	$250.00 per hour
Peter C. Ruggero Senior Attorney Of Counsel	$250.00 per hour
Contract Senior Attorney/Of Counsel	$250.00 per hour
Contract Junior Attorney/Of Counsel	$200.00 per hour
Senior Paralegal	$125.00 per hour
Junior Paralegal	$100.00 per hour
Investigator	$100.00 per hour
Administrative Tasks	$75.00 per hour

AI-46298 **9.**

DRAINAGE DISTRICT

Meeting Date: 09/09/2014

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to accept bid and approval to award Construction Contract to Sole Bidder meeting all specified requirements for RFB No. HCDD1-14-025-08-15 "MISSION INLET ARCH CULVERT - ALUMINUM LINER PLATE RE-LINE" in the amount of $169,900.00 to Foremost Paving, Inc.

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2013 BOND SERIES

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J.) Requesting approval of Notice to Suspend Work with Texas Cordia Construction, LLC as it relates to Construction Contact No. HCDD1-14-008-07-08 " Pct. 2 - Alamo Expressway Drain" due to lead time to manufacture Slide Gate and Pumps. Resumption of Work Effective November 23, 2014.

K.) Requesting approval to reject sole bid received for RFB No. HCDD1-14-021-08-07 "Weslaco North Lateral Control". As per Project Engineer recommendation will re-advertise project combined with Monte Cristo Control Structure Project into single RFB to increase construction cost and attract more bidders.

L.) Requesting approval to re-advertise for RFB No. HCDD1-14-020-08-07 "Monte Cristo Drain Control Structures" due to no bids received. As per Project Engineer recommendation will re-advertise project combined with Weslaco North Lateral Control into single RFB to increase construction cost and attract more bidders.

M.) Requesting approval to advertise for RFB No. HCDD1-14-028-10-09 "Drain Control Structures - Monte Cristo & Weslaco North Lateral".

N.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Dos Logistics, Inc. as it relates to "Hidalgo County Pct. 4 - Alamo Lateral Control Structure". Approved for negotiations by HCDD1 Board of Directors on November 19, 2013.

O.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Dos Logistics, Inc. as it relates to "Hidalgo County Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements". Approved for negotiations by HCDD1 Board of Directors on June 3, 2014.

BACKGROUND

Attachments

Mission Inlet Arch Recommendation Letter
Title Report Services "Pool"
SA No. 1 to WA No. 14 TEDSI Delta Watershed
SA No. 1 to Agreement QHA Pct. 4 Nth Seminary
NTS Pct. 4 Nth Seminary
NTS Pct. 2 Seminole Valley
NTS Pct. 2 FM 495 Drain Wisconsin
NTS Pct. 4 Edin Drain Stub Out SMD
NTS Pct. 2 Alamo Expwy Drain
Letter of Rec. Weslaco North Lateral Control
Letter of Rec. Monte Cristo Drain
DOS Agreement Pct. 4 Alamo Lateral Control Structure
DOS Agreement Pct. 4 La Blanca Drainage

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 11:23 AM
Final Approval	Monica Badillo	09/05/2014 05:48 PM
Form Started By: Jaime Salazar		Started On: 09/03/2014 10:41 AM

Final Approval Date: 09/05/2014

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

August 20, 2014

Godfrey Garza, Jr.
Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78539

RE: Recommendation for Award: "Hidalgo County Drainage District No. 1 – Mission Inlet Arch Culvert – Aluminum Liner Plate Reline" - Bid No. HCDD1-14-025-08-15

Dear Mr. Garza:

On Wednesday, August 20, 2014, at 9:30 a.m. in the Hidalgo County District No. 1 Office, bids were opened and read aloud for the above captioned project. One (1) bid was received for this project. The responsive base bid was for **$169,900.00** from **Foremost Paving, Inc.** of Weslaco, Texas.

Enclosed is a copy of the Bid Proposal Form, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract base bid to the responsive bidder being **Foremost Paving, Inc.** of Weslaco, Texas, for **$169,900.00.**

If you have any questions or require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

cc: Files
Encl

130 E. Park Ave – Pharr, Texas 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – Email: rgutierrez@rgec.net

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

8/20/2014

BID TABULATION

MISSION INLET ARCH CULVERT - ALUMINUM LINER PLATE RELINE

DATE: 08/20/14
TIME:
LOCATION:

Item Number	Estimated Quantity	Unit	Item Description	Foremost Paving	
				Unit Bid	Total Bid
1	1.00	LS	Installation of Aluminum Liner Plate Reline to reinforce existing ALSP in the Mission Inlet Channel at South McColl Road Crossing. Contractor to furnish all labor, equipment and materials necessary for proper assembly and installation of the structure.	169,900.00	169,900.00
			TOTAL		**169,900.00**

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
RFQ NO. HCDD1-14-023-08-13B
"TITLE REPORT SERVICES (POOL)"
TERM OF "POOL" 09/10/2014 TO 09/11/2015

COMPANY/FIRM	DATE	ADDRESS & PHONE NUMBER	REQUIREMENTS	CONTACT PERSON
South Texas Land Investigations	March 7, 2012	3111 W. Freddy Gonzalez Dr. Edinburg, Texas 78539 (956) 383-4951 (F) (956) 383-5443	Meets all requirements	Jorge A. Lopez

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 14

THIS **SUPPLEMENTAL AGREEMENT No. 1** is made pursuant to the terms and conditions of **Work Authorization No. 14** made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and TEDSI Infrastructure Group, Inc. hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed Work Authorization No. 14 on the 24th day of September, 2013 concerning the **Preliminary Project Planning & Development for Architectural Services and Preliminary Engineering for Field Surveying & Water Quality Sampling required to facilitate the Delta Watershed Project identified in the 2012 HCDD # 1 Bond Referendum.**

WHEREAS, it has become necessary to amend Work Authorization No. 14 to delete Exhibit "D" in its entirety and insert in lieu thereof Revised Exhibit "D-1" dated 8/27/14 and add a Water Testing Subs.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Work Authorization No. 14 is amended as follows:

I. Delete existing Exhibit "D" in its entirety and insert in lieu thereof Exhibit "D-1" dated 8/27/14.
II. Add AM TEST to W.A. # 14 to perform water analysis
III. Add University of Texas Pan American (UTPA) to W.A. #14 to perform water sample collection

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement No. 1 to Work Authorization No. 14 for Professional Services to be executed as of the ___ day of September, 2014.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, President / CEO

OWNER:
Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia, Chairman

ATTACHMENTS:
Revised EXHIBIT D-1 Lump Sum Fee Proposal
Supplemental No. 1 Attachments for sample locations
Attest as to form:
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain

WORK AUTHORIZATION #14
EXHIBIT D-1 (Revised 08/27/14)
DELTA AREA WATERSHED
PRELIMINARY PROJECT DEVELOPMENT
ESTIMATED COST PROPOSAL

TASK DESCRIPTION	W.A 14 EST. COST	S.A. 1 TO W.A. 14
Contract Rate		
II. PRELIMINARY PROJECT PLANNING AND DEVELOPMENT		
(5) Architect Services	$70,128.10	$70,128.10
III. PRELIMINARY ENGINEERING DESIGN		
(1) Preliminary Field Surveying	$81,571.20	$81,571.20
(7) Raw Water Sampling and Analysis	$64,293.76	$140,280.76
SUB TOTAL II (5)	$70,128.10	$70,128.10
SUB TOTAL III (1 & 7)	$145,864.96	$221,851.96
TOTAL FOR PRELIMINARY PROJECT PLANNING AND DEVELOPMENT (5) & PRELIMINARY ENGINEERING DESIGN (1 & 7)	**$215,993.06**	**$291,980.06**

Attahcments for Water Sample Sites

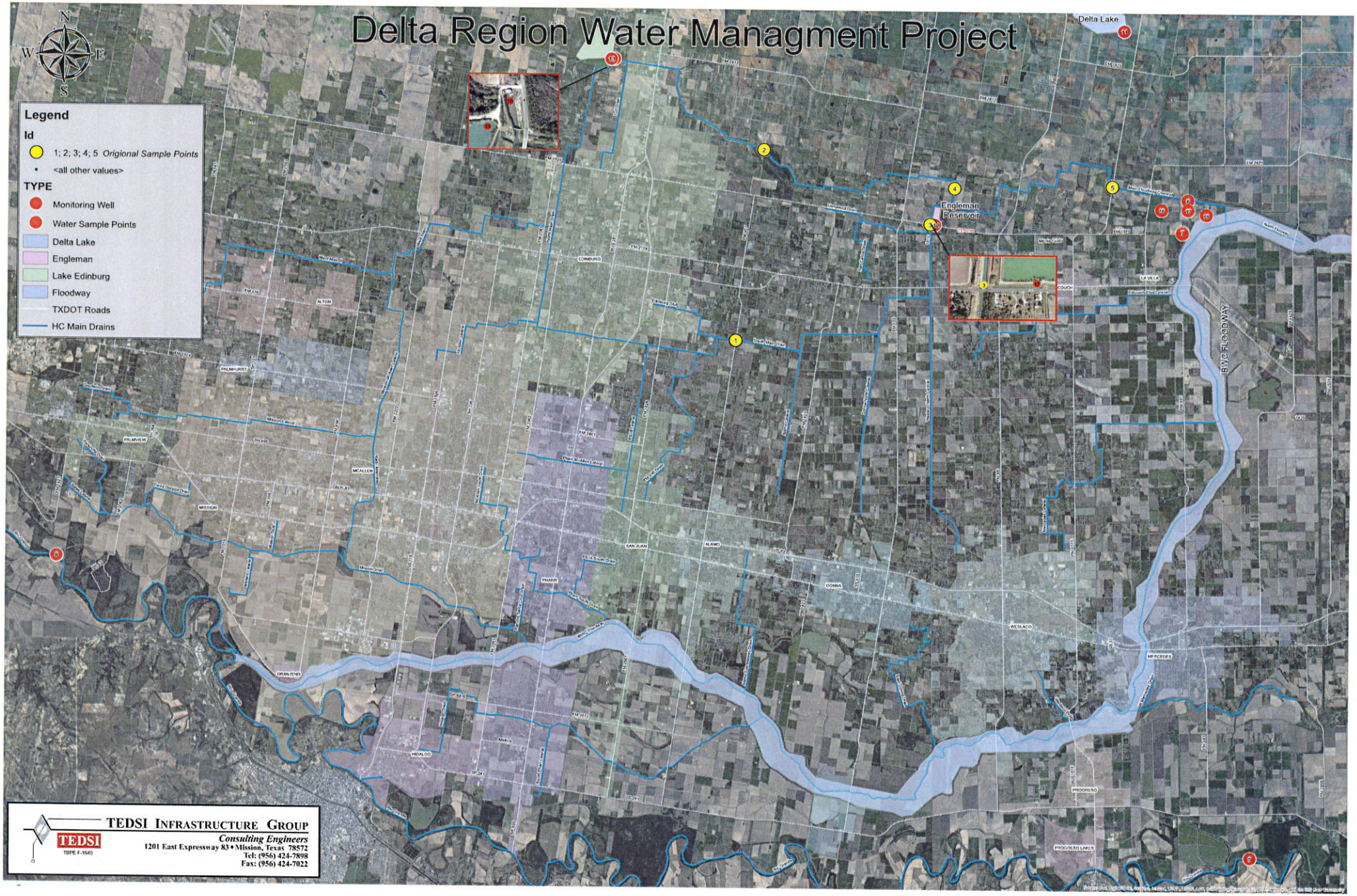
Water Sample Sites	
Site 1[1]	Origional Sample Points
Site 2[1]	Origional Sample Points
Site 3[1]	Origional Sample Points
Site 4[1]	Origional Sample Points
Site 5[1]	Origional Sample Points
Site 6 (Boring 3-Install Piezometer)**	Added Sample Point
Site 7 (Boring 14-Install Piezometer)**	Added Sample Point
Site 8 (Santa Cruz Intake at Rio Grande River)	Added Sample Point
Site 9 (Delta Irrigation Intake at Rio Grande River)	Added Sample Point
Site 10 (Chanel- Santa Cruz)	Added Sample Point
Site 11 (Delta Lake)	Added Sample Point
Site 12 (Engleman Irrigation)	Added Sample Point
Site 13 (COE Lake Edinburg)	Added Sample Point
Site 14 (After Weir at Laguna Madre)***	Added Sample Point
Site 15 (Bridge #5 at Laguna Madre)***	Added Sample Point
Site 16 (Additional Boring-Install Piezometer)**	Added Sample Point
Site 17 (Additional Boring-Install Piezometer)**	Added Sample Point
Site 18 (Additional Boring-Install Piezometer)**	Added Sample Point
NOTES:	
*Sites will be tested every other month unless otherwise indicated	
**Borings will be tests on a monthly basis	
***Sites to be tested every four months	

Origional WA #14

[1] Origional 5 Sample Points were to be sampled every 4 months and analyzed by AMTEST

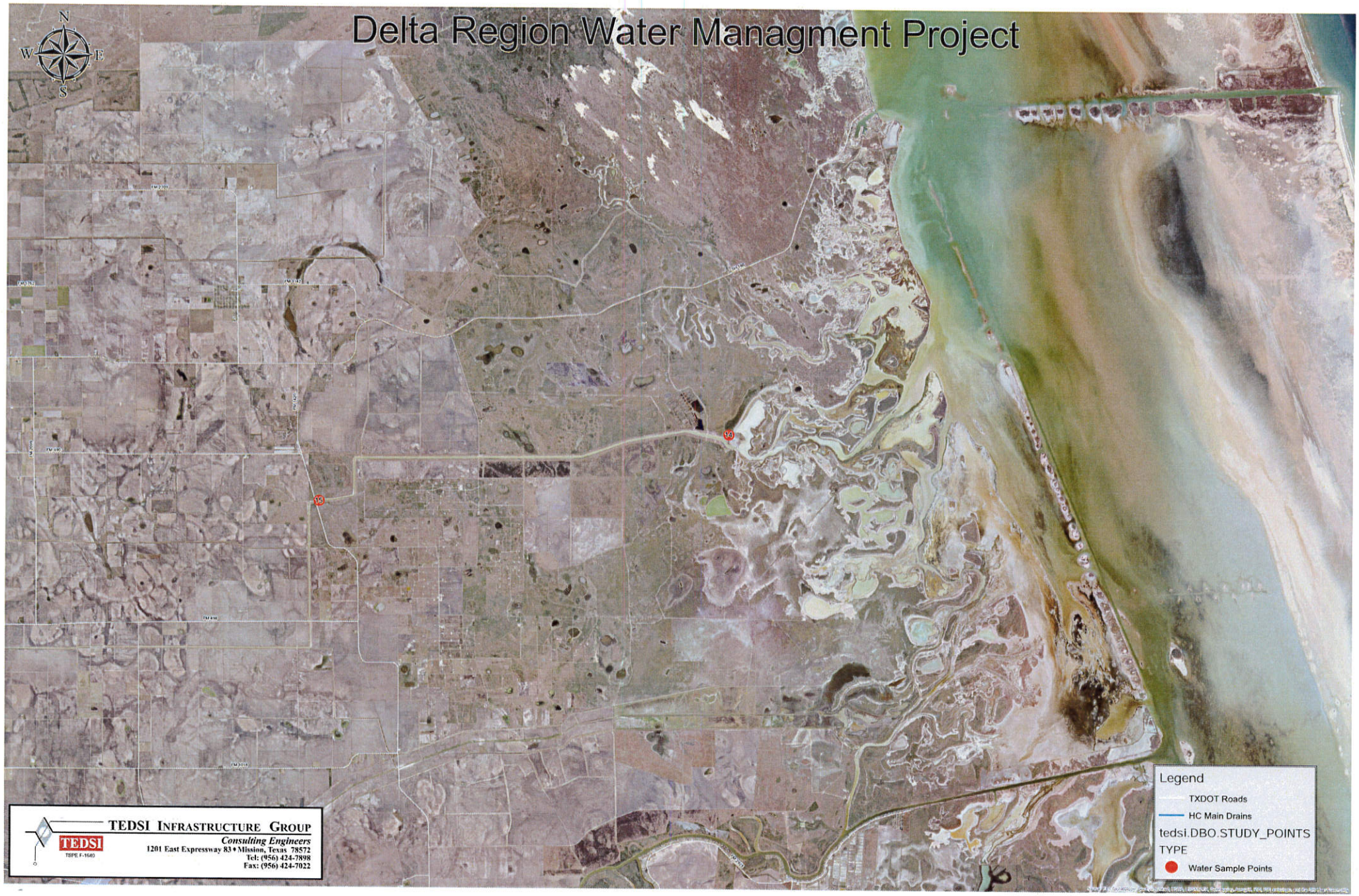
SA#1 to WA#14

1) Add UTPA to WA to provide field collection of Water Samples through June 2015
2) Additional Water Analysis of Water Samples at Orgional 5 sites through June 2015
3) Additional Water Sample Points (Site 6-18) and Analysis of these sites through June 2015



TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Delta Region Water Managment Project



TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

AMTEST

DESCRIPTION	RATE
HETEROTROPHIC PLATE COUNT	$20.00
PH WATER	$10.00
COLOR	$10.00
TOTAL DISSOLVED SOLIDS	$15.00
TURBIDITY ANALYSIS	$10.00
TOTAL ORGANIC CARBON- WATER	$30.00
ALKALINITY	$15.00
CHLORIDE	$12.00
HARDNESS	$12.00
SULFATE	$15.00
SODIUM	$10.00
POTASSIUM	$10.00
AMMONIA NITROGEN	$15.00
NITRATES	$25.00
CALCIUM	$10.00
MAGNESIUM	$10.00
ALUMINUM	$10.00
IRON	$20.00
MANGANESE	$20.00
SILICA	$20.00
PESTICIDES IN WATER	$150.00
TOTAL SUSPENDED SOLIDS	$15.00
TOTAL FOR ONE SITE	**$464.00**

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. __1___
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **Hidalgo County Drainage District No. 1**, hereinafter called the "**Owner**", and **Quintanilla, Headley & Associates, Inc.** hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the 9th day of April, 2013, concerning **Owner's** desire to contract with the **Engineer** to provide management and professional engineering services for the **Hidalgo County Precinct No. 4 North Seminary Drainage Project** (hereinafter referred to as the ""**Project**""); and

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

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

WHEREAS, it has become necessary to amend the Agreement to identify a Sub-consultant firm required by the Engineer.

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

1. **The Owner consents to Engineer's request to add Raba Kistner Consultants, Inc. as a Sub-Consultant Firm to the Agreement and it's respective rates for construction materials observation and testing services.**

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement No. 1 to the Agreement for Professional Services to be executed as of the 8th day of July, 2014.

ENGINEER:
Quintanilla, Headley & Associates, Inc.

BY: _____
Alfonso Quintanilla, President

OWNER:
Hidalgo County Drainage District No. 1

BY: _____

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No.4 North Seminary Drainage
Hidalgo County Drainage District No. 1
Edinburg, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$214.75	each	3	$644.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$78.25	each	3	$234.75
3. Sieve Analysis -200	$53.00	each	2	$106.00
4. Sieve Analysis - Flexible Base Material	$53.00	each	1	$53.00
5. Technician Time Sampling	$46.00	hour	6	$276.00
6. Field Density Test - Civil	$19.75	each	12	$237.00
7. Technician Time - Density Testing - Civil	$46.00	hour	12	$552.00
8. Utility Backfill Field Density Test	$19.75	each	96	$1,896.00
9. Technician Time - Density Testing - Utility Backfill	$46.00	hour	54	$2,484.00
10. Vehicle Travel Charge	$45.00	trip	34	$1,530.00
Subtotal				**$8,013.00**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$55.00	hour	6	$330.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$265.00	each	2	$530.00
3. Maximum Theoretical Specific Gravity of Asphalt	$97.00	each	2	$194.00
4. Vehicle Travel Charge	$45.00	trip	2	$90.00
Subtotal				**$1,144.00**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$915.70
Subtotal				**$915.70**
		GRAND TOTAL		**$10,072.70**

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No.4 North Seminary Drainage
Hidalgo County Drainage District No. 1
Edinburg, Hidalgo County, Texas

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 135.00 to 250.00/hr
Managing Engineer	95.00 to 200.00/hr
Staff Engineer	70.00 to 200.00/hr
Laboratory Manager	65.00 to 150.00/hr
Construction Services Manager	65.00 to 90.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	160.00/ea
Report Preparation and Administration	38.00 to 75.00/hr

DOS LOGISTICS, INC.

NOTICE TO SUSPEND, OR RESUME WORK ORDER		OWNER Hidalgo County Drainage District No. 1
		PROJECT NUMBER RFB No. HCDD1-14-008-03-19
		PROJECT Precinct No. 2 – Alamo Expressway Drain
ORDER NUMBER No. 1	DATE ISSUED September 2, 2014	NAME AND ADDRESS OF CONTRACTOR Texas Cordia Construction, LLC 3149-A Center Point Drive Edinburg, Texas 78539

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 and pumps .

Effective close of business August 27, 2014.

Type of Suspension __X__ Total _____ Partial

__X__ 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 November 23, 2014. New Contract ending Date; March 22, 2015

Time charged during period of partial suspension __0__ calendar days.

SIGNATURE	TITLE	DATE
	Hidalgo County Drainage District No. 1 Chairman of the Board	

PLEASE ACKNOWLEDGE RECEIPT BY RETURNING __1__ COPY(S) TO DOS LOGISTICS, INC.

SIGNATURE	TITLE	DATE
	Yara Corbitt, President	9/2/14

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.

MID-TEX ENTERPRISES, LLC.

dba

MID-TEX
470 CR # 3823

PHONE # 830-538-9332

VALVE SALES
SAN ANTONIO, TEXAS 78253

FAX # 830-538-9277

TOLL FREE # 1-888-663-3112

DATE: August 25, 2014

Re: Sluice Gates For Alamo Expressway Drainage Project

As noted in Quotation Q071414-1JN (Waterman No. WQ-D-23870) per Waterman Industries, the estimated best time for submittal is 4 weeks after receipt of order. Shipments can be made in an estimated 60 days after receipt of order and approval of submittal drawings required, subject to unavoidable delays as noted on Conditions of Sale. Drawings for submittal will be scheduled upon receipt of purchase order and based on engineering schedules at that time. Waterman allows 45 days for return of submittal drawings. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owners agent or engineer may subject the order to an additional charge. Please make sure submittals are signed upon approval before being returned.

Should you have any questions, please feel free to give me a call.

Thank You,

James Nelson

Mid-Tex Enterprises, LLC

dba Mid-Tex Valve Sales

Mobile 361-244-5317

Office 830-538-9332

Toll free 1-888-663-3112

Fax 830-538-9277

Isabel Martinez

From: Lydia Rodriguez <lydia@texascordia.com>
Sent: Tuesday, September 2, 2014 9:54 AM
To: 'Isabel Martinez'; 'Yara Corbitt'; 'Isaac Heredia'
Subject: FW: lead time on pump

From: Jessica Alvarez [mailto:jessica@balchmachine.com]
Sent: Tuesday, September 2, 2014 9:32 AM
To: 'Lydia Rodriguez'
Subject: lead time on pump

Good morning ...

Regarding the 2 Gorman Rupp model PA 10A60 pumps, the lead time right now is 2 weeks from today on 2 units soon to be available in stock.
They will need to be re-access the lead time if these units get sold prior to our purchasing them- will let you know when we know the lead time on later units, be it PA-10 or T-10....

Jessica Alvarez
7728 Padre Island Hwy.
Brownsville, Texas 78521
956-831-2644

DOS LOGISTICS, INC.

NOTICE TO SUSPEND, OR RESUME WORK ORDER		OWNER Hidalgo County Drainage District No. 1
		PROJECT NUMBER RFB No. HCDD1-14-008-03-19
		PROJECT Precinct No. 2 – Alamo Expressway Drain
ORDER NUMBER No. 1	DATE ISSUED September 2, 2014	NAME AND ADDRESS OF CONTRACTOR Texas Cordia Construction, LLC 3149-A Center Point Drive Edinburg, Texas 78539

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James Nelson

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Isabel Martinez

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	Hidalgo County Drainage District No. 1 Chairman of the Board	

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956-831-2644

DOS LOGISTICS, INC.

NOTICE TO SUSPEND, OR RESUME WORK ORDER		OWNER Hidalgo County Drainage District No. 1
		PROJECT NUMBER RFB No. HCDD1-14-008-03-19
		PROJECT Precinct No. 2 – Alamo Expressway Drain
ORDER NUMBER No. 1	DATE ISSUED September 2, 2014	NAME AND ADDRESS OF CONTRACTOR Texas Cordia Construction, LLC 3149-A Center Point Drive Edinburg, Texas 78539

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 and pumps .

Effective close of business August 27, 2014.

Type of Suspension __X__ Total _____ Partial

__X__ 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 November 23, 2014. New Contract ending Date; March 22, 2015

Time charged during period of partial suspension __0__ calendar days.

SIGNATURE	TITLE	DATE
	Hidalgo County Drainage District No. 1 Chairman of the Board	

PLEASE ACKNOWLEDGE RECEIPT BY RETURNING __1__ COPY(S) TO DOS LOGISTICS, INC.

SIGNATURE	TITLE	DATE
	Yara Corbitt, President	9/2/14

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.

MID-TEX ENTERPRISES, LLC.

dba

MID-TEX
470 CR # 3823

PHONE # 830-538-9332

VALVE SALES
SAN ANTONIO, TEXAS 78253

FAX # 830-538-9277

TOLL FREE # 1-888-663-3112

DATE: August 25, 2014

Re: Sluice Gates For Alamo Expressway Drainage Project

As noted in Quotation Q071414-1JN (Waterman No. WQ-D-23870) per Waterman Industries, the estimated best time for submittal is 4 weeks after receipt of order. Shipments can be made in an estimated 60 days after receipt of order and approval of submittal drawings required, subject to unavoidable delays as noted on Conditions of Sale. Drawings for submittal will be scheduled upon receipt of purchase order and based on engineering schedules at that time. Waterman allows 45 days for return of submittal drawings. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owners agent or engineer may subject the order to an additional charge. Please make sure submittals are signed upon approval before being returned.

Should you have any questions, please feel free to give me a call.

Thank You,

James Nelson

Mid-Tex Enterprises, LLC

dba Mid-Tex Valve Sales

Mobile 361-244-5317

Office 830-538-9332

Toll free 1-888-663-3112

Fax 830-538-9277

Isabel Martinez

From: Lydia Rodriguez <lydia@texascordia.com>
Sent: Tuesday, September 2, 2014 9:54 AM
To: 'Isabel Martinez'; 'Yara Corbitt'; 'Isaac Heredia'
Subject: FW: lead time on pump

From: Jessica Alvarez [mailto:jessica@balchmachine.com]
Sent: Tuesday, September 2, 2014 9:32 AM
To: 'Lydia Rodriguez'
Subject: lead time on pump

Good morning ...

Regarding the 2 Gorman Rupp model PA 10A60 pumps, the lead time right now is 2 weeks from today on 2 units soon to be available in stock.
They will need to be re-access the lead time if these units get sold prior to our purchasing them- will let you know when we know the lead time on later units, be it PA-10 or T-10....

Jessica Alvarez
7728 Padre Island Hwy.
Brownsville, Texas 78521
956-831-2644

DOS LOGISTICS, INC.

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Jessica Alvarez
7728 Padre Island Hwy.
Brownsville, Texas 78521
956-831-2644

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

August 18, 2014

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

RE: RFB No. HCDD1-14-021-08-07 Weslaco North Lateral Control Award Recommendation

Dear Mr. Garza:

A single bid was received for above captioned RFB:

Rojas Construction & Paving at $256,960.00
No errors were found in bid tabulation

Bid is disproportionate. See below for comparison of various construction items - Rojas Estimate versus Engineer's Estimate:

- Prep ROW at $50,000.00 (Rojas) versus $3,000.00 (Engineer)
- Remove Conc Riprap $18,000.00 (Rojas) versus $3,000.00 (Engineer)
- Upstream Structure $8,000.00 (Rojas) versus $30,000.00 (Engineer)
- Downstream Structure $8,000.00 (Rojas) versus $60,000.00 (Engineer)

It is our recommendation that Hidalgo County Drainage District reject sole bid and re-bid project due to disproportionate bid prices.

Furthermore it is our recommendation to re bid above captioned project combined with the Monte Cristo Control Structure Project into a single RFB to increase construction cost and attract more bidders.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
TEDSI INFRASTRUCTURE GROUP INC

Jose A. Sanchez, P.E.
Project Manager

Attachment: Rojas Construction and Paving Bid Tabulation

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

August 18, 2014

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

RE: RFB No. HCDD1-14-020-08-07 Monte Cristo Drain Control Structures Award Recommendation

Dear Mr. Garza:

No bids were submitted for above captioned RFB.

It is our recommendation that Hidalgo County Drainage District re-bid project.

Furthermore it is our recommendation to re bid above captioned project combined with the Weslaco North Lateral Control Project into a single RFB to increase construction cost and attract more bidders.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
TEDSI INFRASTRUCTURE GROUP INC

Jose A. Sanchez, P.E.
Project Manager

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the **"Owner"**, and **DOS LOGISTICS, INC.**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for the **"Hidalgo County Pct. 4 – Alamo Lateral Control Structure"** hereinafter referred to as the **"Project"**.

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

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

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

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

I. General Contract Management (hereinafter referred to as "GCM"). For GCM, the primary role of the **Engineer** will be to perform professional management services. The **Engineer** as GCM manager, shall direct all tasks required by the project team (hereinafter referred to as **"Project Team"** and identified in the organizational chart shown in **EXHIBIT "B2"-Project Team**, attached hereto), consisting of various subconsultants, in the development of the project. As GCM manager, the **Engineer** shall organize and manage the project team, including: assigning the various **Engineering Work Tasks**; directing and controlling the work; planning, conducting, and documenting internal and external design phase meetings; establishing policy, procedures, and quality assurance for the design phase services; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary **Engineering**, final design, and construction of the project.

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

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

(A) Preliminary **Engineering**. As identified in **EXHIBIT "A",** attached hereto, the **Owner** shall provide to the **Engineer** any available relevant data the **Owner** may have on file concerning the project for the **Engineer** to review. The **Engineer** will indicate of any errors and omissions and corrections needed as a basis for the final design of the project. The **Engineer** will prepare a report, hereinafter referred to as the **"Preliminary Engineering Report"**. The **"Preliminary Engineering Report"** will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost engineer's estimates of probable construction and to set forth clearly the **Engineer**'s recommendations for the final design of the project. The **Engineer**'s recommendations for the final design of the project shall meet all federal, state and county permitting requirements.

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

(C) Construction. The **Engineer** will provide construction phase **Engineering** services for each phase of construction of the project that is authorized and funded by the **Owner** for

construction. The steps or sequence for the professional management and engineering services outlined for the scope of work above, and more particularly identified in EXHIBIT "B", attached hereto, may be performed concurrently by the **Engineer**, if approved by the **Owner**

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

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

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

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

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

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

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

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

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

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

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to

secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

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

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

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

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

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

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

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

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

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

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

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

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

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

5.1 ***Basic Services.*** For and in consideration of the Basic Services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the Owner to the Engineer for Basic Services, subject to adjustment in accordance with Article 6.1 herein, is equal to eight and a half percent (8.5%) of the construction cost of the Project, as mutually-agreed between the Owner and the Engineer and more particularly defined in Article 6.1 herein, (hereinafter referred to as the "Basic Services Fee"), plus up to an additional one-half percent (0.5%) if the Engineer furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in EXHIBIT "D2".

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

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of **Project** site **Engineer**, resident **Engineer** and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

5.3 ***Incentives***. The **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer**, as more particularly identified in **EXHIBIT "B"** (under Funding Sources), attached hereto, for obtaining funding from potential funding sources for the **Project**. This incentive is stated in **Exhibit "D2"-Funding Source Incentive**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for meeting the incentive requirements will be made by the **Owner**, upon presentation of the **Request for Payment** by the **Engineer** in accordance with the terms and provisions of Article 6 hereof.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each

such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

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

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

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

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

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

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

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

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

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

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to

the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

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

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

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

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

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

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

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

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer**

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

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

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

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

will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the

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

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

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

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

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the

Engineer regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service

uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such

restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

17.1 Engineer's Seal. The **Engineer** shall assign a responsible **Engineer** or **Engineers** licensed to practice in the State of Texas, who shall sign, seal and date all appropriate **Engineering** submissions

to the **Owner** in accordance with the Texas **Engineering** Practice Act and the Rules of the Texas Board of Professional **Engineers**.

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

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Standard of Care

(a) The **Engineer** agrees that its **Engineering** design services will be performed by the **Engineer** hereunder shall be in accordance with normal and customary **Engineering** design practices and in conformance with applicable codes, rules and regulations.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes,

ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

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

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

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **"Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

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

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

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional **Engineer** in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the

Project without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind

or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

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

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

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

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

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

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The Certificate of Insurance shall be

attached hereto and identified as **EXHIBIT "G"**- *Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project by Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

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

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do

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

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

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

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

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

OWNER: **Hidalgo County Drainage District No. 1**
Attn: District Manager
902 N. Doolittle Rd
Edinburg, TX 78542

ENGINEER:

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

ENGINEER:

BY: _____

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

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

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **Project**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **Project** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **Project** design criteria.

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

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

"Hidalgo County Pct. 4 - Alamo Lateral Control Structure"

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

Management:

I. ENGINEERING MANAGEMENT *(EM)*

(A) Preliminary Project Planning and Development

(1)	Project Development Schedule	***Basic***
(2)	Construction Estimate	***Basic***
(3)	Quality Assurance / Quality Control Program	***Basic***
(4)	Subcontract Administration	***Basic***
(5)	Management / Coordination of Engineering Activities	***Basic***
(6)	Implementation QA/QC Program	***Basic***

(B) Preliminary Engineering

(1)	Preliminary Concept Conference	
(2)	Management / Coordination of Engineering Activities	***Basic***
(3)	Implementation of QA/QC Program	***Basic***
(4)	Coordination with all utilities, Pct. 4, & HCDD No.1	***Basic***

(C) Final Design

(1)	***"Design Policy & Procedures Manual"***	***Basic***
(2)	Management / Coordination of Engineering Activities	***Basic***
(3)	Implementation of QA/QC Program	***Basic***

(D) Construction Management

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

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(I)	Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2)	Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying	*Basic*
(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*
(B) Final Design:	
(1) Design Field Surveying	*Special*
(2) Geotechnical Investigations and Reports	*Special*
(3) Drainage Design	*Basic*
(4) Plans, Specifications & Estimates	*Basic*
(C) Construction:	
(1) Construction Bidding Documents	*Basic*
(2) Project Site Representation:	*Special*
a. Engineering Support Data for Defects & Deficiencies	*Special*
b. Daily and Weekly Construction Reports	*Special*
c. Measurement / Calculations for Contractor Payment	*Special*
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(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	*Special*
b. Shop Drawing Review	*Basic*
c, Control of Materials & Equipment	*Special*
d. Change Orders	*Basic*
(4) Final Acceptance:	
a. Performance Testing	*Special*
b. As-Built Drawings	*Basic*

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

I. ENGINEERING MANAGEMENT *(EM)*

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

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

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

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

(2) Construction Estimate. The Engineer shall prepare a preliminary estimate for the construction of the Project. The preliminary construction estimate shall be monitored, verified and updated throughout the course of Project development.

(3) Quality Assurance / Quality Control (QA/QC) Program. The Engineer shall develop a quality control and quality assurance program for the Project to ensure the Project Team is producing quality work for the Project.

(4) 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.

(5) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(6) Implement QA/QC Program. The Engineer will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The Engineer will ultimately deliver the final recommendations for the design of the project. (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 project. 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 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. The engineer will develop the report for project limits as follows: The control structure is to be located about ¼ mile north of Canton Road and about one mile ease of N. Tower Road in Alamo, Hidalgo County, Texas.

(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 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 QA/QC Program. The Engineer will monitor and perform the QA/QC program developed to ensure the quality of the ***project*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Coordination with various agencies such as utilities, Pct. 4, and Hidalgo County Drainage District No. 1.** The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

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

(1) "Design Policy & Procedures Manual". The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project.** The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the Engineer to each member of the **Project Team.** The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations
(b) Environmental
(c) Correlation and Agreement with Other Agencies

(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD
(j) Standards
(k) Specifications

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

(3) **Implement QA/QC Program**. The Engineer shall monitor and perform the QA/QC. Program developed to ensure the quality of the documents associated with Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II — Preliminary Engineering, Design and Construction (Final Design Engineering)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The Engineer shall provide construction ***management*** services for each authorized construction contract of the Project. The Engineer shall also assist the Owner in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the Engineer will include:

(1) ***"Construction Management Policy & Procedures Manual".*** The Owner shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the Project. The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The Engineer shall perform the following in preparation of the construction bidding documents: -

(a) Upon completion of QA/QC, the Engineer shall furnish to the **Owner all** necessary copies of approved plans, specifications, Engineer's estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the Owner in advertising for each authorized construction contract for the Project.

(c) The **Engineer** shall assist the Owner in the opening and tabulation of bids for each authorized construction for the Project, and recommend to the Owner as to the proper action on all bid proposals received.

(d) The Engineer shall assist the Owner in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the Engineer shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies. In** providing the ***management and administration*** of the authorized construction contract, the Engineer shall use the Engineer's best efforts to protect the Owner against defects and deficiencies in the work of the construction contractor, hereinafter called the "Contractor". The Engineer does not guarantee the performance of the **Contractor;** however, the Engineer will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

(5) Progress Reports. The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II - Preliminary Engineering, Design, and Construction (Construction) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment.** The Engineer shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under **III** - Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. ***Note: The Engineer is not responsible for actual payments to the Contractor.***

(7) **Project Site Management. The Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner:**

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the Engineer to the site of construction at least twice a month for the purpose of monitoring **the Contractor's** 'progress- and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the Owner to the **Contractor** and the ***Resident Engineering Representative,*** issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the Owner as to the acceptability of the **Contractor's** progress and work.

(8) **Implement QA/QC Program.** The **Engineer** will monitor and perform the QA/QC program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under **III** - Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all

change orders developed under III- Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the Owner. The Engineer will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor,** the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The Engineer will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the Owner one set of prints of the as-built drawings. *Note: Services to be provided by the Engineer for Items II and III primarily involve the engineering work tasks for the Project.*

II. PRELIMINARY 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/recom/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]) **Environmental Document Preparation and Public Involvement** *(if required by Federal/State agencies)*

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental. Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a *Finding of No Significant Impact (FONSI),* as identified by the NEPA process. This document will include, at a minimum, the following:

(I) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii) scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(1) Public Meetings — These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing — After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The Engineer shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) Field Surveying and Photograrnmetry *(if not provided by Owner)*

(a) Right of Entry: It will be the responsibility of the Engineer to secure written permission to enter private property for purposes of recom/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 to the Engineer through the *Owner.*

(c) The Owner shall provide primary Project control for field surveying by establishing horizontal and vertical control points, and the Engineer shall establish secondary Project control 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. 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, if not already provided by **the Owner.**

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flow line (upstream & downstream) elevations of structures.

(c) The Engineer shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The Engineer shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(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
(vix) 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. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will 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 the Bandera drainage area,

(b) The Engineer shall review and comment on the comparison of peak flow rates, identified in the Bandera drainage area, 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 atidtreating a3-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, 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.

(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.

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

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

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

(2) **Geotechnical Investigations (Special Services)**

The Engineer shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(3) Drainage Design

The Engineer shall perform 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, and when possible, the standard designs required by the Owner (City, County, or State) of any associated roadways. 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.

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

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

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

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

(d) 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.)**

(e) **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.

(I) 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.

(C)Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project.** Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) Construction Bidding

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

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

(2) Project Site Representation

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

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

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

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

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

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

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying. The Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings. The Engineer** shall review and check all shop or working drawings furnished by the **Contractor.**

(c) **Control of Materials & Equipment. The Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the *engineering* data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner.**

(4) <u>Final Acceptance</u>

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

(b) As-Built Drawings. The Engineer shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "C"
WORK SCHEDULE

Engineering Schedule Summary	Duration	August 14'	September 14'	October 14'	November 14'
Survey and Topographic Work	14 days				
Utility Coordination	7 days				
Hydrology and Hydraulics	7 days				
Preliminary Engineering	14 days				
Plans Final Design	21 Days				
QA/QC	7 Days				
Spec's Book	7 days				

EXHIBIT "D"

PROJECT FEE FOR HIDALGO COUNTY PCT. 4 - ALAMO LATERAL CONTROL STRUCTURE

		Principal	Project Manager	Sr. Engineer	Project Engineer	Engineer	Senior Designer	Designer	Tech III	Clerical	
	Contracted Rates	$ 288.72	$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION										
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION										
	A) Coordinate, Execute and Administer Work Authorization		2		2					2	
	B) Progress Reports and Invoices		2		2					4	
	C) Meetings (Hidalgo County, Stakeholders)		2		2					2	
	TASK 145 SUBTOTAL		6		6					8	
TASK 161											
	Task 161.01 - DESIGN CRITERIA COORDINATION										
	PS&E		2		4		4				
	Tasl 161.01 SUBTOTAL		2		4		4				
	TASK 161.02 - HYDROLOGIC ANALYSIS				2	4					
	TASK 161.02 SUBTOTAL				2	4					
	TASK 161.03 - HYDRAULIC ANALYSIS				4	4					
	TASK 161.03 SUBTOTAL				4	4					
	TASK 161.04 - PLAN PREPARATION										
	Create Existing Contours								2		
	Create Drainage Area Map										
	Create Preliminary Design				2	4	6				
	Create Proposed Crossections						2		6		
	Create Existing and Proposed Typical Sections						2		6		
	Prepare Utilities and Drainage Sheets				2		2		24		
	Prepare E&Q Tables						2		12		
	Prepare Details and Standard Sheets						2		12		
	QA/QC		4		2	4	2		12		
	Prepare Specification Book		2		4	8					
	TASK 161.04 SUBTOTAL		6		10	16	18		74		
	TASK 310.0 - CONSTRUCTION SUPERVISION										
	Inspection				6						
	Submittal / Shop Drawing Review				4						
	Pay Application Processing				3						
	TASK 310.0 SUBTOTAL				13						
	TASKS SUBTOTAL		14		39	24	22		74	8	
	TOTAL HOURS (DOS Logistics)		20		39	24	22		74	16	
	Contracted Rates		$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
	Total Labor Cost		$5,108		$7,787	$3,901	$3,787		$7,396	$1,337	
	Total		$29,315								
	GEO-TECH NOT INCLUDED										

DOS LOGISTICS, INC.

EXHIBIT "D"
FEE BREAKDOWN

8/8/2014

PROJECT	EST CONST COST	ENGINEERING FEE - 8.5 %	SURVEYING FEE - 2.5 % (SUB-CONSULTANT, DOS LAND SURVEYING)	GEOTECHNICAL FEE (LS) (SUB-CONSULTANT, RABA KISTNER)	SUBTOTAL
HIDALGO COUNTY PCT. No. 4 - ALAMO LATERAL CONTROL STRUCTURE	$ 342,210.10	$ 29,087.86	$ 8,555.25	$ 7,790.00	$ 387,643.21
FEE GRAND TOTAL					$ 387,643.21

DOS LOGISTICS INC.

EXHIBIT "D"
Alamo Lateral Control Structure

8/8/2014

ENGINEER'S ESTIMATE FOR CONSTRUCTION

PROJECT:	Alamo Lateral Control Structure
PROJECT NUMBER:	
CLIENT:	Hidalgo County Drainage District No.1
GENERAL DESCRIPTION:	Alamo Lateral Outfall Structure
DATE:	8/4/2014
BY:	Oscar Cancino, P.E.

ITEM NO	DRAINAGE ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
1	8" Flex Base - Caliche	46.00	CY	$ 26.00	$1,196.00
2	72" RCP (Rubber Gasket) Class III	64.00	LF	$ 460.00	$29,440.00
3	72" Concrete Headwall (Tie Existing)	2.00	EA	$ 16,500.00	$33,000.00
4	Concrete Wingwall	2.00	EA	$ 7,800.00	$15,600.00
5	Slide Gate w/Assembly (Series 501)	1.00	EA	$ 35,000.00	$35,000.00
6	Berm for By-Pass	1.00	EA	$ 3,500.00	$3,500.00
7	Sand-Cement Backfill (two sacks)	424.00	CY	$ 75.00	$31,800.00
8	Trench Excavation Protection	64.00	LF	$ 15.00	$960.00
9	Concrete Rip-Rap	245.00	SY	$ 90.00	$22,050.00
10	Sediment Control Fence	180.00	LF	$ 5.00	$900.00
11	Hydromulch Seeding	480.00	SY	$ 1.50	$720.00
12	Ditch Excavation Special	424.00	CY	$ 42.00	$17,808.00
13	Concrete Drop Entrance	1.00	EA	$ 5,600.00	$5,600.00
14	Construct Gatewell Struc W/ Apparatus	1.00	EA	$ 100,000.00	$100,000.00
	Drainage Amount				***$297,574.00***
	15% Contengency				**$44,636.10**
	Total Construction				**$342,210.10**

EXHIBIT "D1"

DL, INC.
DOS LOGISTICS, INC.

Contract Rate Schedule

Dos Logistics, Inc

LABOR:

Job Description	Contract Rate 2013
Engineering	
Principal	$288.72
Project manager (VII)	$255.39
Sr. Engineer (V)	$232.19
Project Engineer (QA/QC)	$199.67
Engineer (I)/(II)	$162.53
Sr. Engineer Designer (III)	$172.13
Environmental Scientist	$153.24
Engineer Designer (I) / (II)	$116.09
CADD Operator (I) / (II)	$99.94
Secretary	$83.58

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	*****
Car Rental	*****
Lodging (in State)	*****
Meals	*****
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

EXHIBIT "D1"

Contract Rate Schedule

DOS Land Surveying

LABOR:

Job Description	Contract Rate 2013
Surveying	
Reg. Professional Land Surveyor	$115.40
Survey Crew	$141.60
Survey Technician	$74.50
CADD	$71.60
Admin	$60.64

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	0.60/mile
ATV	$100/day
Lodging (in State)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

PROJECT FEE FOR HIDALGO COUNTY PCT. 4 - ALAMO LATERAL CONTROL STRUCTURE

PROJECT FEE ESTIMATE

Confidential Information

CLIENT: Dos Logistics inc

PROJECT: Alamo Control Strucure_Design_ Survey DATE: 7/22/2014

ID	ACTIVITY	HOURS						$			
		CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
I. Design Surveys											
1.01	Perform 200' X-sections of drainage ditch	56			3			8,275.80	-	-	8,275.80
1.02	Detail drainage structures	30			2			4,478.80	-	-	4,478.80
1.03	Cadd_ Drafting_		24		1			1,833.80	-	-	1,833.80
1.04	Locate ditch r.o.w.	4			4			1,028.00	-	-	1,028.00
1.05	Call Dig Tess/Lone Star		1					71.60	-	-	71.60
								-	-	-	-
								-			
								-			
								-			
								-	-	-	-
								-			
								-			
								-			
								-			
								-	-	-	-
	CONTINGENCY										
999	SUBTOTAL	90	25	0	10	0	0.00	15,688.00	-	-	15,688.00
TOTAL		90	25	0	10	0	0.00	15,688.00	-	-	15,688.00

EXBHIBIT "D1"

RABA KISTNER CONSULTANTS

Contract Rate Schedule

FIELD OPERATIONS		UNIT PRICE
Mobilization of Drill Rig		$225.25
Drilling/Sampling	stnd drilling	$11.50
Drilling/Sampling	mud rotary	$15.50
Trip Charge		$1.00
Field Coordination		$110.00
Boring Layout & Travel Time		$47.75
Logger		$47.75
Plugging the holes		$5.25

LABORATORY TESTS	UNIT PRICE
Atterberg Limits (PI)	$81.50
Minus 200-mesh Sieve	$55.00
Unconfined Compres.	$47.75
Hydrometer	$301.75
Moisture Content	$10.25
Permeability	$475.00
Corrosivity	$381.75
Consolidation	$731.00

ENGINEERING AND REPORT	UNIT PRICE
Geotechnical Engineer (PE)	$161.00
Jr. Geotechnical Engineer (EIT)	$110.00
Drafting	$88.50
Secretary/Word Processor (NS)	$49.00

EXHIBIT "D"

PROJECT FEE FOR HIDALGO COUNTY PCT. 4 - ALAMO LATERAL CONTROL STRUCTURE

ATTACHMENT I

GEOTECHNICAL ENGINEERING STUDY
ESTIMATE WORKSHEET FOR: ALAMO CONTROL STRUCTURE - ALAMO
Date: Thursday, July 24, 2014

TO: DOS LOGISTICS, INC.
1002 E. EXPRESSWAY 83
WESLACO, TEXAS 78596

PROPOSAL NO.: PMA14-064-00

ATTN: OSCAR CANCINO, PE
PRINCIPAL

	Number	Depth	Soil	Rock	Soil
STRUCTURE	2	50	50	0	***100***
				0	***0***
				0	***0***
				0	***0***
Totals	2	50	50	0	***100***

FIELD OPERATIONS		**QUANTITY**		**UNIT PRICE**	**TOTAL**
Mobilization of Drill Rig		1	l.s.	$225.25	$225.25
Drilling/Sampling	stnd drilling	70	l.f.	$11.50	$805.00
Drilling/Sampling	mud rotary	30	l.f.	$15.50	$465.00
Trip Charge		89	mile	$1.00	$89.00
Field Coordination		1	hrs.	$110.00	$110.00
Boring Layout & Travel Time		2	hrs.	$47.75	$95.50
Logger		10	hrs.	$47.75	$477.50
Plugging the holes		100	ft	$5.25	$525.00
				Field Operations Subtotal:	$2,792.25

LABORATORY TESTS	**QUANTITY**		**UNIT PRICE**	**TOTAL**
Atterberg Limits (PI)	8	ea.	$81.50	$652.00
Minus 200-mesh Sieve	6	ea.	$55.00	$330.00
Unconfined Compres.	3	ea.	$47.75	$143.25
Hydrometer	1	ea.	$301.75	$301.75
Moisture Content	26	ea.	$10.25	$266.50
Permeability	1	ea.	$475.00	$475.00
Corrosivity	1	ea.	$381.75	$381.75
Consolidation	1	ea.	$731.00	$731.00
			Laboratory Testing Subtotal:	$3,281.25

ENGINEERING AND REPORT	**QUANTITY**		**UNIT PRICE**	**TOTAL**
Geotechnical Engineer (PE)	1	hrs.	$161.00	$161.00
Jr. Geotechnical Engineer (EIT)	12	hrs.	$110.00	$1,320.00
Drafting	1	hrs.	$88.50	$88.50
Secretary/Word Processor (NS)	3	hrs.	$49.00	$147.00
			Engineering and Report Writing Subtotal:	$1,716.50
			TOTAL:	$7,790.00

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jesusa Villarreal
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: jessie@montalvoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mesa Underwriters Specialty	
INSURER B: Texas Mutual Insurance Company	
INSURER C: Axis Surpuls Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Dos Logistics Inc.
1002 East Expressway 83
Weslaco TX 78596

COVERAGES **CERTIFICATE NUMBER:** CL1471501472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			MP0042012000779	4/24/2014	4/24/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001253872-2014	6/8/2014	6/8/2015	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY			EBZ780503012014	4/24/2014	4/24/2015	EACH CLAIM AGGREGATE	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Hidalgo County Pct.4-Alamo Lateral Control Structure. The General Liability policy contains a special endorsement with Additional Insured wording. In addition, the policy also contains a special endorsement with Waiver of Transfer of Rights of Recovery against others to us. These are automatic status when required in the contract or agreement.

CERTIFICATE HOLDER

Hidalgo County Drainage District 1
2812 S. Buisness Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RON ROBERTSON INS AGENCY 7322 SW FREEWAY STE 1850 HOUSTON, TX 77074	**CONTACT NAME:** Marisol Flotte **PHONE (A/C, No, Ext):** 713.272.0558 **FAX (A/C, No):** 713.779.9410 **E-MAIL ADDRESS:**
INSURED DOS LOGISTICS, INC ERIC YBARRA 1002 EAST EXPRESSWAY 83 WESLACO, TX 78596	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Hartford Insurance Co. **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 6,974 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
X	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS	X		61 UECK04021	8/20/2013	8/20/2014	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HILDAGO COUNTY PCT.4-ALAMO LATERAL CONTROL STRUCTURE
HILDAGO COUNTY DRAINAGE DISTRICT 1 is an additional insured with waiver of subrogation per BLANKET endorsement

CERTIFICATE HOLDER

HILDAGO COUNTY DRAINAGE DISTRICT 1
2812 S BUSINESS HWY 281
EDINBURG TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RON ROBERTSON

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EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES
CONTRACT # _____

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the "Owner", and Dos Logistics, Inc., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

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

See Attached "Exhibit B" for detailed Scope of Services for the Roadway Improvements as it relates to the Hidalgo County Pct. 4 – Alamo Lateral Control Structure

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5/2 of the Agreement.

PART 4. FUNDING

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

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by _____as to content and detail of this Work Authorization No. 1.

BY: _____
Eric C. Ybarra, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

_____
Eric C. Ybarra, President/CEO
Dos Logistics, Inc.

THE OWNER:

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

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

_____

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Dos Logistics, Inc., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Alamo Lateral Control Structure (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

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

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

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____.

ENGINEER:

BY:_____

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, 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 B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Dos Land Surveying (DLS)., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Alamo Lateral Control Structure (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. **AGREEMENT**

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

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

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____.

ENGINEER:

BY:_____

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, 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 B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Raba-Kistner., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Alamo Lateral Control Structure (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. **AGREEMENT**

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

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

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____.

ENGINEER:

BY:_____

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, 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 B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the **"Owner"**, and **DOS LOGISTICS, INC.**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for the **"Hidalgo County Pct. 4 – Rural Drainage Development La Blanca Area Drainage Improvements"** hereinafter referred to as the **"Project"**.

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

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

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

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

I. General Contract Management (hereinafter referred to as "GCM"). For GCM, the primary role of the **Engineer** will be to perform professional management services. The **Engineer** as GCM manager, shall direct all tasks required by the project team (hereinafter referred to as **"Project Team"** and identified in the organizational chart shown in **EXHIBIT "B2"-Project Team**, attached hereto), consisting of various subconsultants, in the development of the project. As GCM manager, the **Engineer** shall organize and manage the project team, including: assigning the various **Engineering Work Tasks**; directing and controlling the work; planning, conducting, and documenting internal and external design phase meetings; establishing policy, procedures, and quality assurance for the design phase services; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary **Engineering**, final design, and construction of the project.

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

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

(A) Preliminary **Engineering**. As identified in **EXHIBIT "A",** attached hereto, the **Owner** shall provide to the **Engineer** any available relevant data the **Owner** may have on file concerning the project for the **Engineer** to review. The **Engineer** will indicate of any errors and omissions and corrections needed as a basis for the final design of the project. The **Engineer** will prepare a report, hereinafter referred to as the **"Preliminary Engineering Report"**. The **"Preliminary Engineering Report"** will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost engineer's estimates of probable construction and to set forth clearly the **Engineer**'s recommendations for the final design of the project. The **Engineer**'s recommendations for the final design of the project shall meet all federal, state and county permitting requirements.

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

(C) Construction. The **Engineer** will provide construction phase **Engineering** services for each phase of construction of the project that is authorized and funded by the **Owner** for

construction. The steps or sequence for the professional management and engineering services outlined for the scope of work above, and more particularly identified in EXHIBIT "B", attached hereto, may be performed concurrently by the **Engineer**, if approved by the **Owner**

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

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

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

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

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

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

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

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

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

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

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to

secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

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

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

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

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

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

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

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

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

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

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

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

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

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

5.1 ***Basic Services.*** For and in consideration of the Basic Services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the Owner to the Engineer for Basic Services, subject to adjustment in accordance with Article 6.1 herein, is equal to eight and a half percent (8.5%) of the construction cost of the Project, as mutually-agreed between the Owner and the Engineer and more particularly defined in Article 6.1 herein, (hereinafter referred to as the "Basic Services Fee"), plus up to an additional one-half percent (0.5%) if the Engineer furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in EXHIBIT "D2".

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

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of **Project** site **Engineer**, resident **Engineer** and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

5.3 ***Incentives***. The **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer**, as more particularly identified in **EXHIBIT "B"** (under Funding Sources), attached hereto, for obtaining funding from potential funding sources for the **Project**. This incentive is stated in **Exhibit "D2"-Funding Source Incentive**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for meeting the incentive requirements will be made by the **Owner**, upon presentation of the **Request for Payment** by the **Engineer** in accordance with the terms and provisions of Article 6 hereof.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each

such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

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

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

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

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

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

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

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

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

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

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to

the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

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

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

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

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

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

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

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

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer**

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

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

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

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

will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the

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

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

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

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

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the

Engineer regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service

uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such

restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

17.1 Engineer's Seal. The **Engineer** shall assign a responsible **Engineer** or **Engineer**s licensed to practice in the State of Texas, who shall sign, seal and date all appropriate **Engineering** submissions

to the **Owner** in accordance with the Texas **Engineering** Practice Act and the Rules of the Texas Board of Professional **Engineers**.

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

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Standard of Care

(a) The **Engineer** agrees that its **Engineering** design services will be performed by the **Engineer** hereunder shall be in accordance with normal and customary **Engineering** design practices and in conformance with applicable codes, rules and regulations.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes,

ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

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

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

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **"Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

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

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

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional **Engineer** in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the

Project without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind

or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

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

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

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

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

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

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The Certificate of Insurance shall be

attached hereto and identified as **EXHIBIT "G"**- *Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project by Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

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

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do

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

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

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

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

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

OWNER: **Hidalgo County Drainage District No. 1** **ENGINEER**:
Attn: District Manager
902 N. Doolittle Rd
Edinburg, TX 78542

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

ENGINEER:

BY: _____

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

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

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **Project**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **Project** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **Project** design criteria.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

"Hidalgo County Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements"

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

Management:

I. ENGINEERING MANAGEMENT *(EM)*

(A) Preliminary Project Planning and Development

(1)	Project Development Schedule	***Basic***
(2)	Construction Estimate	***Basic***
(3)	Quality Assurance / Quality Control Program	***Basic***
(4)	Subcontract Administration	***Basic***
(5)	Management / Coordination of Engineering Activities	***Basic***
(6)	Implementation QA/QC Program	***Basic***

(B) Preliminary Engineering

(1)	Preliminary Concept Conference	
(2)	Management / Coordination of Engineering Activities	***Basic***
(3)	Implementation of QA/QC Program	***Basic***
(4)	Coordination with all utilities, Pct. 4, & HCDD No.1	***Basic***

(C) Final Design

(1)	***"Design Policy & Procedures Manual"***	***Basic***
(2)	Management / Coordination of Engineering Activities	***Basic***
(3)	Implementation of QA/QC Program	***Basic***

(D) Construction Management

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

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(I)	Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2)	Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying	*Basic*
(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*
(B) Final Design:	
(1) Design Field Surveying	*Special*
(2) Geotechnical Investigations and Reports	*Special*
(3) Drainage Design	*Basic*
(4) Plans, Specifications & Estimates	*Basic*
(C) Construction:	
(1) Construction Bidding Documents	*Basic*
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a. Engineering Support Data for Defects & Deficiencies	*Special*
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c. Measurement / Calculations for Contractor Payment	*Special*
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(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	*Special*
b. Shop Drawing Review	*Basic*
c, Control of Materials & Equipment	*Special*
d. Change Orders	*Basic*
(4) Final Acceptance:	
a. Performance Testing	*Special*
b. As-Built Drawings	*Basic*

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

I. ENGINEERING MANAGEMENT *(EM)*

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

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

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

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

(2) Construction Estimate. The Engineer shall prepare a preliminary estimate for the construction of the Project. The preliminary construction estimate shall be monitored, verified and updated throughout the course of Project development.

(3) Quality Assurance / Quality Control (QA/QC) Program. The Engineer shall develop a quality control and quality assurance program for the Project to ensure the Project Team is producing quality work for the Project.

(4) 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.

(5) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(6) Implement QA/QC Program. The Engineer will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The Engineer will ultimately deliver the final recommendations for the design of the project. (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 project. 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 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. The engineer will develop the report for project limits as follows: The control structure is to be located about ¼ mile north of Canton Road and about one mile ease of N. Tower Road in Alamo, Hidalgo County, Texas.

(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 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 QA/QC Program. The Engineer will monitor and perform the QA/QC program developed to ensure the quality of the ***project*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Coordination with various agencies such as utilities, Pct. 4, and Hidalgo County Drainage District No. 1.** The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

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

(1) "Design Policy & Procedures Manual". The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project.** The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the Engineer to each member of the **Project Team.** The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations
(b) Environmental
(c) Correlation and Agreement with Other Agencies

(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD
(j) Standards
(k) Specifications

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

(3) **Implement QA/QC Program**. The Engineer shall monitor and perform the QA/QC. Program developed to ensure the quality of the documents associated with Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II — Preliminary Engineering, Design and Construction (Final Design Engineering)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The Engineer shall provide construction ***management*** services for each authorized construction contract of the Project. The Engineer shall also assist the Owner in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the Engineer will include:

(1) ***"Construction Management Policy & Procedures Manual".*** The Owner shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the Project. The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The Engineer shall perform the following in preparation of the construction bidding documents: -

(a) Upon completion of QA/QC, the Engineer shall furnish to the **Owner all** necessary copies of approved plans, specifications, Engineer's estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the Owner in advertising for each authorized construction contract for the Project.

(c) The **Engineer** shall assist the Owner in the opening and tabulation of bids for each authorized construction for the Project, and recommend to the Owner as to the proper action on all bid proposals received.

(d) The Engineer shall assist the Owner in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the Engineer shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies. In** providing the ***management and administration*** of the authorized construction contract, the Engineer shall use the Engineer's best efforts to protect the Owner against defects and deficiencies in the work of the construction contractor, hereinafter called the "Contractor". The Engineer does not guarantee the performance of the **Contractor;** however, the Engineer will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

(5) Progress Reports. The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II - Preliminary Engineering, Design, and Construction (Construction) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment.** The Engineer shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under **III -** Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. ***Note: The Engineer is not responsible for actual payments to the Contractor.***

(7) **Project Site Management. The Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner:**

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the Engineer to the site of construction at least twice a month for the purpose of monitoring **the Contractor's** 'progress- and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the Owner to the **Contractor** and the ***Resident Engineering Representative,*** issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the Owner as to the acceptability of the **Contractor's** progress and work.

(8) **Implement QA/QC Program.** The **Engineer** will monitor and perform the QA/QC program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under **III -** Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all

change orders developed under III- Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the Owner. The Engineer will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor,** the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The Engineer will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the Owner one set of prints of the as-built drawings. *Note: Services to be provided by the Engineer for Items II and III primarily involve the engineering work tasks for the Project.*

II. PRELIMINARY 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/recom/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]) **Environmental Document Preparation and Public Involvement** *(if required by Federal/State agencies)*

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental. Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a *Finding of No Significant Impact (FONSI),* as identified by the NEPA process. This document will include, at a minimum, the following:

(I) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii) scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(1) Public Meetings — These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing — After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The Engineer shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) Field Surveying and Photograrnmetry *(if not provided by Owner)*

(a) Right of Entry: It will be the responsibility of the Engineer to secure written permission to enter private property for purposes of recom/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 to the Engineer through the *Owner.*

(c) The Owner shall provide primary Project control for field surveying by establishing horizontal and vertical control points, and the Engineer shall establish secondary Project control 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. 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, if not already provided by **the Owner.**

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flow line (upstream & downstream) elevations of structures.

(c) The Engineer shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The Engineer shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(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
(vix) 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. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will 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 the Bandera drainage area,

(b) The Engineer shall review and comment on the comparison of peak flow rates, identified in the Bandera drainage area, 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 atidtreating a3-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, 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.

(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.

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

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

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

(2) **Geotechnical Investigations (Special Services)**

The Engineer shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(3) Drainage Design

The Engineer shall perform 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, and when possible, the standard designs required by the Owner (City, County, or State) of any associated roadways. 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.

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

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

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

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

(d) 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.)**

(e) **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.

(I) 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.

(C)Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project.** Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) Construction Bidding

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

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

(2) Project Site Representation

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

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

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

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

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

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

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying. The Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings. The Engineer** shall review and check all shop or working drawings furnished by the **Contractor.**

(c) Control of Materials & Equipment. The Engineer shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the *engineering* data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner.**

(4) <u>Final Acceptance</u>

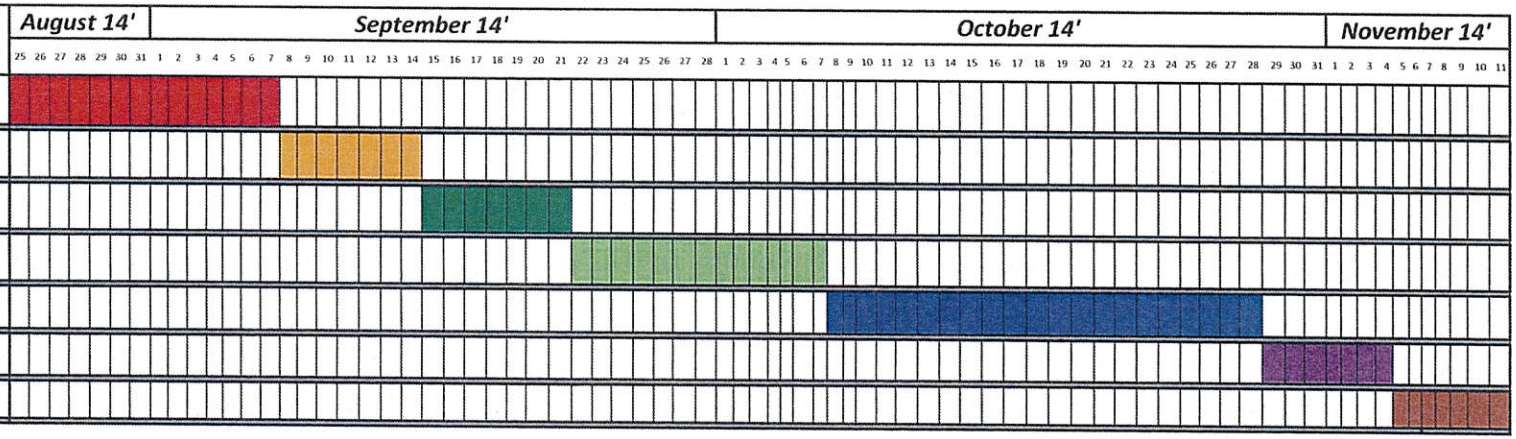
(a) Performance Testing. Following the completion of construction by the **Contractor,** the Engineer shall provide the *engineering* support and data required for the initial operation of the **Project.** This will include inspection for conformance and recordkeeping for the necessary performance tests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

(b) As-Built Drawings. The Engineer shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "C"
WORK SCHEDULE

HIDALGO COUNTY DRAINAGE DISTRICT No.1
HIDALGO COUNTY PRECINCT No.4
RURAL DRAINAGE DEVELOPMENT LA BLANCA
AREA DRAINAGE IMPROVEMENTS

Engineering Schedule Summary	Duration
Survey and Topographic Work	14 days
Utility Coordination	7 days
Hydrology and Hydraulics	7 days
Preliminary Engineering	14 days
Plans Final Design	21 Days
QA/QC	7 Days
Spec's Book	7 days



DL, INC.
DOS LOGISTICS, INC.

La Blanca Subdivision
Drainage Improvements

HIDALGO COUNTY PCT. 4 / HCDD N. 1

PROJECT:	Hidalgo County Drainage District No. 1
CLIENT:	CITY OF LA BLANCA
GENERAL DESCRIPTION:	La Blanca Drainage
DATE:	Tuesday, August 12, 2014
BY:	OSCAR CANCINO, P.E.

Common Items:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
1	Sediment Control Fence	2,900	LF	$ 5.00	$14,500.00
2	Hydro mulch Seeding	46,300	SY	$ 1.50	$69,450.00
3	Ditch Excavation by Irrigation Canal	5,200	CY	$ 8.00	$41,600.00
4	48" Diameter Reinforced Concrete Pipe CL III	160	EA	$ 120.00	$19,200.00
5	Intake Structure	2	EA	$ 5,500.00	$11,000.00
6	Syphon Pump	1	LS	$ 215,000.00	$215,000.00
7	24" Steel Force Main SCH 80 Heavy Duty	132	LF	$ 150.00	$19,800.00
8	Reinforced Concrete Head Wall	1.00	EA	$ 6,500.00	$6,500.00

Project No. 1 Sub total:	*$397,050.00*
Contingency 15%	*$59,557.50*
Estimated Project Cost:	**$456,607.50**

DOS LOGISTICS, INC.

EXHIBIT "D"
FEE BREAKDOWN

8/5/2014

PROJECT	EST CONST COST	ENGINEERING FEE - 8.5%	SURVEYING FEE - 2.5 % (SUB-CONSULTANT, DLS)	GEOTECHNICAL FEE (LS) (NOT INCLUDED)	SUBTOTAL
HIDALGO COUNTY PCT. No. 4 -RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS	$ 456,607.50	$ 38,811.64	$ 11,415.19	$ 7,750.00	$ 514,584.33
FEE GRAND TOTAL					$ 514,584.33

EXHIBIT "D"

PROJECT FEE FOR
HIDALGO COUNTY PCT. 4 - Rural Drainage Development La Blanca
Area Drainage Improvements

		Principal	Project Manager	Sr. Engineer	Project Engineer	Engineer	Senior Designer	Designer	Tech III	Clerical	
	Contracted Rates	$ 288.72	$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION										
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION										
	A) Coordinate, Execute and Administer Work Authorization		4		4					2	
	B) Progress Reports and Invoices		2		4					4	
	C) Meetings (Hidalgo County, Stakeholders)		2		4					2	
	TASK 145 SUBTOTAL		8		12					8	
TASK 161											
	Task 161.01 - DESIGN CRITERIA COORDINATION										
	PS&E		2		6		4				
	Tasl 161.01 SUBTOTAL		2		6		4				
	TASK 161.02 - HYDROLOGIC ANALYSIS				8	10					
	TASK 161.02 SUBTOTAL				8	10					
	TASK 161.03 - HYDRAULIC ANALYSIS				8	10					
	TASK 161.03 SUBTOTAL				8	10					
	TASK 161.04 - PLAN PREPARATION										
	Create Existing Contours								2		
	Create Drainage Area Map				2	6	6				
	Create Preliminary Design						4		6		
	Create Proposed Crossections						4		6		
	Create Existing and Proposed Typical Sections				2		4		24		
	Prepare Utilities and Drainage Sheets						4		12		
	Prepare E&Q Tables						4		12		
	Prepare Details and Standard Sheets				2	6	4		12		
	QA/QC		4		4	8					
	Prepare Specification Book		2								
	TASK 161.04 SUBTOTAL		6		10	20	30		74		
	TASK 310.0 - CONSTRUCTION SUPERVISION										
	Inspection				6						
	Submittal / Shop Drawing Review				4						
	Pay Application Processing				3						
	TASK 310.0 SUBTOTAL				13						
	TASKS SUBTOTAL		16		57	40	34		74	8	
	TOTAL HOURS (DOS Logistics)		24		57	40	34		74	16	
	Contracted Rates		$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
	Total Labor Cost		$6,129		$11,381	$6,501	$5,852		$7,396	$1,337	
	Total		$38,597								
	GEO-TECH NOT INCLUDED										

EXHIBIT "D1"

DL, INC.
DOS LOGISTICS, INC.

Contract Rate Schedule

Dos Logistics, Inc

LABOR:

Job Description	Contract Rate 2013
Engineering	
Principal	$288.72
Project manager (VII)	$255.39
Sr. Engineer (V)	$232.19
Project Engineer (QA/QC)	$199.67
Engineer (I)/(II)	$162.53
Sr. Engineer Designer (III)	$172.13
Environmental Scientist	$153.24
Engineer Designer (I) / (II)	$116.09
CADD Operator (I) / (II)	$99.94
Secretary	$83.58

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	*****
Car Rental	*****
Lodging (in State)	*****
Meals	*****
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

EXHIBIT "D1"

Contract Rate Schedule

DOS Land Surveying

LABOR:

Job Description	Contract Rate 2013
Surveying	
Reg. Professional Land Surveyor	$115.40
Survey Crew	$141.60
Survey Technician	$74.50
CADD	$71.60
Admin	$60.64

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	0.60/mile
ATV	$100/day
Lodging (in State)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

PROJECT FEE FOR HIDALGO COUNTY PCT. 4
RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS
PROJECT FEE ESTIMATE

Confidential Information

CLIENT: Dos Logistics Inc
PROJECT: La Blanca_Design Survey
DATE: 7/23/2014

ID	ACTIVITY	HOURS						$			
		CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
I. Design Surveys											
1.01	Perform 200' X-sections of drainage ditch	40			2			5,894.80	-	-	5,894.80
1.02	Detail drainage structures	8			1			1,248.20	-	-	1,248.20
1.03	Cadd_ Drafting_		16		1			1,261.00	-	-	1,261.00
1.04	Locate ditch r.o.w.	4			4			1,028.00	-	-	1,028.00
								-	-	-	-
								-	-	-	-
								-			
								-			
								-			
								-	-	-	-
								-			
								-			
								-			
								-			
								-	-	-	-
											-
											-
	CONTINGENCY										-
									-	-	-
999	SUBTOTAL	52	16	0	8	0	0.00	9,432.00	-	-	9,432.00
TOTAL		52	16	0	8	0	0.00	9,432.00	-	-	9,432.00

EXBHIBIT "D1"

RABA KISTNER
CONSULTANTS

Contract Rate Schedule

FIELD OPERATIONS		UNIT PRICE
Mobilization of Drill Rig		$225.25
Drilling/Sampling	stnd drilling	$11.50
Drilling/Sampling	mud rotary	$15.50
Trip Charge		$1.00
Field Coordination		$110.00
Boring Layout & Travel Time		$47.75
Logger		$47.75
Plugging the holes		$5.25

LABORATORY TESTS	UNIT PRICE
Atterberg Limits (PI)	$81.50
Minus 200-mesh Sieve	$55.00
Unconfined Compres.	$47.75
Hydrometer	$301.75
Moisture Content	$10.25
Permeability	$475.00
Corrosivity	$381.75
Consolidation	$731.00

ENGINEERING AND REPORT	UNIT PRICE
Geotechnical Engineer (PE)	$161.00
Jr. Geotechnical Engineer (EIT)	$110.00
Drafting	$88.50
Secretary/Word Processor (NS)	$49.00

EXHIBIT "D"

PROJECT FEE FOR HIDALGO COUNTY PCT. 4
RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS

ATTACHMENT I

GEOTECHNICAL ENGINEERING STUDY
ESTIMATE WORKSHEET FOR: PORTABLE EMERGENCY RELEASE PUMP STATION STRUCTION - LA BLANCA
Date: Thursday, July 24, 2014

TO: DOS LOGISTICS, INC.
1002 E. EXPRESSWAY 83
WESLACO, TEXAS 78596

PROPOSAL NO.: PMA14-063-00

ATTN: OSCAR CANCINO, PE
PRINCIPAL

	Number	Depth	Soil	Rock	Soil
STRUCTURE	2	50	50	0	*100*
				0	*0*
				0	*0*
				0	*0*
Totals	2	50	50	0	*100*

FIELD OPERATIONS		QUANTITY		UNIT PRICE	TOTAL
Mobilization of Drill Rig		1	l.s.	$225.25	$225.25
Drilling/Sampling	stnd drilling	70	l.f.	$11.50	$805.00
Drilling/Sampling	mud rotary	30	l.f.	$15.50	$465.00
Trip Charge		49	mile	$1.00	$49.00
Field Coordination		1	hrs.	$110.00	$110.00
Boring Layout & Travel Time		2	hrs.	$47.75	$95.50
Logger		10	hrs.	$47.75	$477.50
Plugging the holes		100	ft	$5.25	$525.00
				Field Operations Subtotal:	$2,752.25

LABORATORY TESTS	QUANTITY		UNIT PRICE	TOTAL
Atterberg Limits (PI)	8	ea.	$81.50	$652.00
Minus 200-mesh Sieve	6	ea.	$55.00	$330.00
Unconfined Compres.	3	ea.	$47.75	$143.25
Hydrometer	1	ea.	$301.75	$301.75
Moisture Content	26	ea.	$10.25	$266.50
Permeability	1	ea.	$475.00	$475.00
Corrosivity	1	ea.	$381.75	$381.75
Consolidation	1	ea.	$731.00	$731.00
			Laboratory Testing Subtotal:	$3,281.25

ENGINEERING AND REPORT	QUANTITY		UNIT PRICE	TOTAL
Geotechnical Engineer (PE)	1	hrs.	$161.00	$161.00
Jr. Geotechnical Engineer (EIT)	12	hrs.	$110.00	$1,320.00
Drafting	1	hrs.	$88.50	$88.50
Secretary/Word Processor (NS)	3	hrs.	$49.00	$147.00
			Engineering and Report Writing Subtotal:	$1,716.50
			TOTAL:	$7,750.00

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES
CONTRACT # _____

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the "Owner", and Dos Logistics, Inc., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

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

See Attached "Exhibit B" for detailed Scope of Services for the Roadway Improvements as it relates to the Hidalgo County Pct. 4 – Rural Drainage Development La Blanca Area Drainage Improvements

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5/2 of the Agreement.

PART 4. FUNDING

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

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by _____as to content and detail of this Work Authorization No. 1.

BY: _____
Eric C. Ybarra, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

_____
Eric C. Ybarra, President/CEO
Dos Logistics, Inc.

THE OWNER:

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

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

_____

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Dos Logistics, Inc., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

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

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

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____.

ENGINEER:

BY:_____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, 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 B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Dos Land Surveying (DLS)., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct.4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

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

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

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____.

ENGINEER:

BY:_____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, 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 B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Raba-Kistner., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

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

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

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____.

ENGINEER:

BY:_____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, 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 B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jesusa Villarreal
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: jessie@montalvoinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dos Logistics Inc. 1002 East Expressway 83 Weslaco TX 78596	INSURER A: Mesa Underwriters Specialty	
	INSURER B: Texas Mutual Insurance Company	
	INSURER C: Axis Surpuls Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1471501472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MP0042012000779	4/24/2014	4/24/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001253872-2014	6/8/2014	6/8/2015	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	PROFESSIONAL LIABILITY			EBZ780503012014	4/24/2014	4/24/2015	EACH CLAIM	2,000,000
							AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Hidalgo County Pct.4-Rural Drainage Development La Blanca Area Drainage Improvments. The General Liability policy contains a special endorsement with Additional Insured wording. In addition, the policy also contains a special endorsement with Waiver of Transfer of Rights of Recovery against others to us. These are automatic status when required in the contract or agreement.

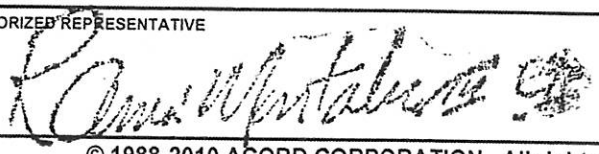
CERTIFICATE HOLDER

Hidalgo County Drainage District 1
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: MP0042012000779

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Requied by written contract for each Addititional Insured endorsement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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INSURED

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER:MP0042012000779

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where Requied by written contract for each Addititional Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008
INSURED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/06/2014

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PRODUCER RON ROBERTSON INS AGENCY 7322 SW FREEWAY STE 1850 HOUSTON, TX 77074	**CONTACT NAME:** Marisol Flotte **PHONE (A/C, No, Ext):** 713.272.0558 **FAX (A/C, No):** 713.779.9410 **E-MAIL ADDRESS:**
INSURED DOS LOGISTICS, INC ERIC YBARRA 1002 EAST EXPRESSWAY 83 WESLACO, TX 78596	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Hartford Insurance Co. **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 6,975 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
X	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS	X		61 UECK04021	8/20/2013	8/20/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HILDAGO COUNTY PCT.4-RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS
HILDAGO COUNTY DRAINAGE DISTRICT 1 is an additional insured with waiver of subrogation per BLANKET endorsement

CERTIFICATE HOLDER

HILDAGO COUNTY DRAINAGE DISTRICT 1
2812 S BUSINESS HWY 281
EDINBURG TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RON ROBERTSON

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AI-46377 **10.**

DRAINAGE DISTRICT

Meeting Date: 09/09/2014

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of a Budget amendment from un-reserve fund balance of the District General Fund to fund line items in both the Administration and Maintenance budget. This amendment is required to cover remaining expenditures for the year. The administation amount is $230,000 and for the Maintenance the amount is $472,000.

BACKGROUND

Attachments

BUD AMEND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/05/2014 02:44 PM
Final Approval	Monica Badillo	09/05/2014 05:48 PM

Form Started By: Lora Briones Started On: 09/05/2014 01:13 PM

Final Approval Date: 09/05/2014

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

902 N. Doolittle Road Edinburg, Texas 78542 (956)292-7080 Fax (956)292-7089

DATE **9/9/2014**
DEPARTMENT HEAD Godfrey Garza, Jr.
DEPARTMENT NAME Hidalgo County Drainage Distrirct
ACCOUNT NUMBER 110-433-006
M&O

SUBJECT **Budget Amendment**
In Accordance with Water Code, Chapter 49
HIDALGO CONTY DRAINAGE DISTRICT #1 BOARD OF DIRECTORS

I would like to request the following amendments (increases) to my departmental budget in accordance with Water Code, Chapter 49

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
14-110-433-006-43500	M&O Contractual Services	$ 60,000.00
14-110-433-006-42600	M&O-Worker's Comp Insurance	$ 20,000.00
14-110-433-006-46260	M&O-Gasoline (Bulk)	$150,000.00
14-110-433-006-46790	M&O-Other Repair & Maint.	$40,000.00
14-110-433-006-46810	M&O-Vehicle Repair & Maint	$20,000.00
14-110-433-006-47110	M&O-Right-Of-Way Acquired	$12,000.00
14-110-433-006-47330	M&O-New Drain Ditches & Structures	$170,000.00
	TOTAL BUDGET INCREASE REQUEST	**$ 472,000.00**

REASON: Budget Amendment Needed to cover for District's expenses for the remainder of the year.

Department Head

DATE

Board Of Directors

DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

902 N. Doolittle Road Edinburg, Texas 78542 (956)292-7080 Fax (956)292-7089

DATE **9/9/2014**
DEPARTMENT HEAD Godfrey Garza, Jr.
DEPARTMENT NAME Hidalgo County Drainage Distrirct
ACCOUNT NUMBER 110-415-003
District Administration

SUBJECT **Budget Amendment**
In Accordance with Water Code, Chapter 49
HIDALGO CONTY DRAINAGE DISTRICT #1 BOARD OF DIRECTORS

I would like to request the following amendments (increases) to my departmental budget in accordance with Water Code, Chapter 49

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
14-110-415-003-43330	Administration-Legal Fees	$ 20,000.00
14-110-415-003-48520	Administration-Collection Fees	$ 110,000.00
14-110-415-003-48540	Administration-Appraisal Fees	$100,000.00
	TOTAL BUDGET INCREASE REQUEST	**$ 230,000.00**

REASON: Budget Amendment Needed to cover for District's expenses for the remainder of the year.

Department Head **Board Of Directors**

DATE **DATE**

AI-46339 **11.**

DRAINAGE DISTRICT

Meeting Date: 09/09/2014

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue payment on the following items after review and audit procedures have been completed:
2013 Bonds: (133)
Estimate no. 7 in the amount of $1,159,118.75 from IPR South Central for Contract no. TP07-13 through the District's membership with HGAC-Buy Member no. 07-1749. Trenchless Pipeline Rehabilitation Services for the Rado Drain Project. PO#623795.

BACKGROUND

Attachments

IPR Est no. 7

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 01:31 PM
Final Approval	Monica Badillo	09/05/2014 05:48 PM

Form Started By: Claudette Guerrero Started On: 09/04/2014 11:45 AM

Final Approval Date: 09/05/2014

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOCUTTLE EDINBURG, TEXAS 78542 (956) 292-7080 FAX (956) 292-7089

HCDD#1

GODFREY GARZA, JR.
MANAGER

INVOICE PROCESSING CHECKLIST

Date Received: 8/22/14

Engineer/Firm Name: IPR

Project Name/Number: RADD DRAIN

Invoice No: Estimate #7

Logged in and Scanned 12 8/22 By: Rosa Arce Forwarded to: Joey Garza

Engineer	Name	Date	Comment
Scope of work reviewed			

Accounting	Name	Date	Comment
Encumberance			
Purchase Order Attached			
Audit			
Final Approval for Agenda			

	Name	Date	Comment
Placed on Agenda			

Additional Comments: _____

Melden and Hunt, Inc
115 W. McIntyre
Edinburg, TX 78541

Transmittal

To: Jaime Salazar, HCDD #1

From: Celestine Stewart, Admin. Assistant

CC:

Date: 8-20-14

Re: Rado Drain –Repair of 114' CMP Pipeline

Transmitted herewith is Pay Estimate #7 for the above referenced project. Please process for payment and pay them direct.

Job #07129.01

_____

Signature

_____

Date

Phone (956) 381-0981 Fax (956) 381-1839 E-mail: tina@meldenandhunt.com

SHARE DRIVE : ACCT / PROJECT JNV / 8-2014

AUG 18

To: Melden & Hunt Inc.

INVOICE

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

Estimate No.: 7
Work Completed Thru: 15-Aug-14
Invoice Date: 18-Aug-14

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

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	PREVIOUS ESTIMATE	PERIOD QUANTITY	THIS ESTIMATE	TO-DATE RPTD QTYS	TOTAL TO DATE
1	A-30 Clean and TV Storm Sewer	LF	$ 55.20	4420	4420	0	$0.00	4420	$243,984.00
2	A-42 Heavy Debris Removal - Man Entry	LF	$ 350.00	250	250	0	$0.00	250	$87,500.00
3	B-12 Strom Pipe - ECO Cast Rehablitation - 1.5" Thickness	LF	$ 1,075.00	4420	3285	1135	$1,220,125.00	4420	$4,751,500.00
	ADDITIONAL WORK								
4	Large Diameter Point Repair of 114' CMP Pipe Line	LS	$ 517,060.80	1	1	0	$0.00	1	$517,060.80
5	Up grade Pipe Size from 102" to 114"	LS		1		0	$0.00	0	$0.00

Earned this Period $1,220,125.00

Earned to Date $5,600,044.80
5% Retainage $280,002.24

Total Payments Due $5,320,042.56
Less Previous Payments $4,160,923.81

Amount Due this Estimate $1,159,118.75

Submitted: Gerard Hoff 8/18/14
Inland Pipe Rehab SC Date

Approved: Fred A Kuck 8-20-14
Melden & Hunt Inc. Date

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
AUG 21 2014
9:50 AM PM
BY: