AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
November 10, 2014
1:30 P.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-47221**	Approval of Interlocal Cooperation Agreement Between the City Of San Juan And The Hidalgo County Drainage District No. 1 for drainage improvements along Hall Acres Road by installing an overflow valve.
5.	**AI-47264**	Approval of Interlocal Cooperation Agreement Between Hidalgo County Irrigation District No. 1 And Hidalgo County Drainage District No. 1 as it relates to irrigation facilities located on the banks of the Rio Grande River near Penitas,TX. (Pump House)
6.	**AI-47209**	A. Requesting approval to pay Citibank $33.59 as a claim for the purchase of minutes for pre-paid phone used at Willacy County, by M&O employee(s). B. Requesting approval to pay invoice #97773359 in the amount of $22.00 to McCoy's as a claim; for purchase of cabinet for District's Time Clocks in shop area. (due to account being closed)
7.	**AI-47291**	A.) Requesting approval to accept and approval to execute final negotiated Agreement for Professional Engineering Services with Dannenbaum Engineering Company - McAllen, L.L.C. Professional Engineers as it relates to Engineering Services required for the Hidalgo County Irrigation District No.1 (Edinburg Pump / Penitas Pump) and Levee Rehabilitation Project. Approved for negotiations by HCDD1 Board of Directors on March 25, 2014. B.) Requesting approval of Work Authorization No. 1 with Dannenbaum Engineering Company - McAllen, L.L.C. in the amount of $6,234.78; to Agreement for Professional Engineering Services "Hidalgo County Irrigation District No.1 (Edinburg Pump / Penitas Pump) And Levee Rehabilitation Project". C.) Requesting approval of Work Authorization No. 2 with Dannenbaum Engineering Company - McAllen, L.L.C. in the amount of $470,638.10; to

Agreement for Professional Engineering Services "Hidalgo County Irrigation District No.1 (Edinburg Pump / Penitas Pump) And Levee Rehabilitation Project" as it relates to "Structural Analysis" for Edinburg Pump / Penitas Pump House.

2013 BOND SERIES

D.) Requesting approval to accept and approval to execute final negotiated Agreement for Professional Engineering Services with LeFevre Engineering & Management Consulting, L.L.C. as it relates to Professional Engineering Services for Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 Area Drainage Improvements. Approved for negotiations by HCDD1 Board of Directors on February 11, 2014.

E.) Requesting approval of Work Authorization No. 1 with LeFevre Engineering & Management Consulting, L.L.C. in the amount of $78,662.50; to Agreement for Professional Engineering Services "Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 Area Drainage Improvements" as it relates to Engineering Design Services.

F.) Requesting approval of Work Authorization No. 2 with LeFevre Engineering & Management Consulting, L.L.C. in the amount of $19,665.63; to Agreement for Professional Engineering Services "Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 Area Drainage Improvements" as it relates to Surveying Services within project area.

G.) Requesting approval of Work Authorization No. 3 with LeFevre Engineering & Management Consulting, L.L.C. in the amount of $3,600.00; to Agreement for Professional Engineering Services "Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 Area Drainage Improvements" as it relates to Geotechnical Services within project area.

H.) Requesting approval of Change Order No. 2 decrease in the amount of $2,000.00 with GP7 Construction, Inc. for Construction Contract No. HCDD1-13-021-04-29A "FM 495 - Trenton Road Field Crossing".

8. **AI-47275** Approval to process payment of two (2) claims to Neuhaus & Co:
A. PO#622836 in the amount of $801.24 for purchase of incorrect filters
B. PO#622060 in the amount of $535.50 for increase to repairs of herbicide rig

9. **AI-47290** Request approval to select a Bond Underwriter for the District's 2014 Refunding Bond Series from a list of underwriters provided by the Financial Advisor.

10. **AI-47317** Request approval to issue manual payment on the following items after review and audit procedures have been completed:

A. Retainage Release in the amount of $38,583.84 for Texas Cordia Construction, LLC for Construction Project no. HCDD1-13-014-11-26 Alamo Expressway Drain/Border Crossing Improvements.

B. Application for Payment No. 3 in the amount of $54,978.87 from GP7 Construction, Inc. for Construction Project no. HCDD1-13-021-04-29A.

11. **AI-47319** Request approval for Budget Amendment from District's CIP 2008 Bond Series Fund (132) in the amount of $476,872.88 for funding of Work Authorization No. 1 in the amount of $6,234.78 and Work Authorization no. 2 in the amount of $470,638.10 from Dannenbaum Engineering Company-McAllen, L.L.C. related to Hidalgo County Irrigation District No. 1 (Edinburg Pump/Penitas Pump) and Levee Rehabilitiation Project.

12. **AI-47324** Request Approval of Budget Amendment from District's CIP 2013 Bond Series Fund (133) in the amount of $98,295.42 to fund budget shortfall for Construction Contract no. HCDD1-14-027-10-14 NMD Weir No. 1 w/ Foremost Paving, Inc. BOD 10-14-2014.

13. **AI-47337** A. Approval to rescind action taken on 3/11/14 as it relates to item 4 (AI 43483) and place Administration of the financial personnel back under the District Manager
B. Approval to engage the services of the Hidalgo County Auditor's Department for the financial auditing of the District's 2013 Bond Series through the District's Interlocal Agreement dated 9/23/14

14. **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**

15. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

18. **Adjourn**

AI-47221 **4.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Interlocal Cooperation Agreement Between the City Of San Juan And The Hidalgo County Drainage District No. 1 for drainage improvements along Hall Acres Road by installing an overflow valve.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/31/2014 02:29 PM
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Sylvia Sanchez Started On: 10/31/2014 07:50 AM

Final Approval Date: 11/07/2014

AI-47264 **5.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Interlocal Cooperation Agreement Between Hidalgo County Irrigation District No. 1 And Hidalgo County Drainage District No. 1 as it relates to irrigation facilities located on the banks of the Rio Grande River near Penitas,TX. (Pump House)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/04/2014 01:55 PM
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Sylvia Sanchez Started On: 11/04/2014 11:27 AM

Final Approval Date: 11/07/2014

AI-47209 **6.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval to pay Citibank $33.59 as a claim for the purchase of minutes for pre-paid phone used at Willacy County, by M&O employee(s).
B. Requesting approval to pay invoice #97773359 in the amount of $22.00 to McCoy's as a claim; for purchase of cabinet for District's Time Clocks in shop area. (due to account being closed)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/31/2014 02:29 PM
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Sylvia Sanchez Started On: 10/30/2014 01:43 PM

Final Approval Date: 11/07/2014

AI-47291 **7.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to accept and approval to execute final negotiated Agreement for Professional Engineering Services with Dannenbaum Engineering Company - McAllen, L.L.C. Professional Engineers as it relates to Engineering Services required for the Hidalgo County Irrigation District No.1 (Edinburg Pump / Penitas Pump) and Levee Rehabilitation Project. Approved for negotiations by HCDD1 Board of Directors on March 25, 2014.

B.) Requesting approval of Work Authorization No. 1 with Dannenbaum Engineering Company - McAllen, L.L.C. in the amount of $6,234.78; to Agreement for Professional Engineering Services "Hidalgo County Irrigation District No.1 (Edinburg Pump / Penitas Pump) And Levee Rehabilitation Project".

C.) Requesting approval of Work Authorization No. 2 with Dannenbaum Engineering Company - McAllen, L.L.C. in the amount of $470,638.10; to Agreement for Professional Engineering Services "Hidalgo County Irrigation District No.1 (Edinburg Pump / Penitas Pump) And Levee Rehabilitation Project" as it relates to "Structural Analysis" for Edinburg Pump / Penitas Pump House.

2013 BOND SERIES

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G.) Requesting approval of Work Authorization No. 3 with LeFevre Engineering & Management Consulting, L.L.C. in the amount of $3,600.00; to Agreement for Professional Engineering Services "Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 Area Drainage Improvements" as it relates to Geotechnical Services within project area.

H.) Requesting approval of Change Order No. 2 decrease in the amount of $2,000.00 with GP7

Construction, Inc. for Construction Contract No. HCDD1-13-021-04-29A "FM 495 - Trenton Road Field Crossing".

BACKGROUND

Attachments

Dannenbaum Agreement
Dannenbaum WA No. 1
Dannenbaum WA No.2
LeFevre Agreement Pct. 4 Kenyon
LeFevre WA No. 1
LeFevre WA No. 2
LeFevre WA No. 3
Change Order No. 2 GP7 Pct. 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/06/2014 10:54 AM
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Jaime Salazar Started On: 11/05/2014 02:30 PM

Final Approval Date: 11/07/2014

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the **"Owner"**, and DANNENBAUM ENGINEERING COMPANY – McALLEN, LLC., **Professional Engineers,** hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Management and Professional Engineering Services for the "**HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 - EDINBURG PENITAS PUMP HOUSE AND LEVEE REHABILITATION PROJECT**" 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.

2.2 The **Engineer** will provide professional management and **Engineering** services identified in **EXHIBIT "B"-** ***Services to Provided by the Engineer,*** attached hereto and made a part of this agreement.

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

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

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

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

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

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

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

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

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

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

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

3.1 Termination Date. This Agreement shall terminate on **December 31, 2016** (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 percent (8%) 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 be 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 percent (8%) of the Final Estimated Construction Cost ("Preliminary Basic Services Fee"). After the project is constructed, and the final construction cost of the project is determined, the Preliminary Basic Services Fee will be adjusted no more than plus or minus ten percent (+/-10%) as follows:

(a) If the final construction cost of the project is moiré 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.

11.2 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.

11.3 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 Stare Board of Registration for Professional **Engineers.**

17.2 Engineer's Responsibility.

(1) 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.**

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

17.3 Warranties.

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

(2) 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.

(3) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form 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".**

(4) 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.

(5) 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.**

(6) 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.

18.1 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.

18.2 "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.

18.3 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 form 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.

18.4 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:	ENGINEER:
Hidalgo County Drainage District No. 1	**Dannenbaum Engineering Company-McAllen, LLC.**
Attn: District Manager **902 N. Doolittle Rd** **Edinburg, TX 78542**	**Attn: Louise H. Jones, Jr., P.E, President** **1109 W. Nolana Avenue** **McAllen, Texas 78504**

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

ARTICLE 29. Miscellaneous Provisions.

29.1 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.

29.2 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.

29.3 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.

29.4 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.

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

29.6 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.**

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

29.8 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

30.1 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:
DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC.

BY: _____
Louis H. Jones, Jr. President
Dannenbaum Engineering Company-McAllen, LLC.

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 "A" of this Agreement.

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

(7) Review and approve the **"Project"** design criteria.

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

EXHIBIT "B"

Services to be provided by the Engineer

INDEX

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 Control / Quality Assurance Program ..... Basic
4. Subcontract Administration ..... Basic
5. Funding Liaison and Funding Application Preparation ..... Special
6. Capital Improvement Program (CIP) ..... Basic
7. Management / Coordination of Engineering Activities ..... Basic
8. Implementation of QC/QA Program ..... Basic

B. Preliminary Engineering

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

C. Final Design

1. "Design Policy & Procedures Manual" ..... Basic
2. Design Concept Conference ..... Basic
3. Management / Coordination of Engineering Activities ..... Basic
4. Implementation of QC/QA 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 QC/QA Program ..... Basic
9. Change Orders ..... Special
10. Final Acceptance, Performance Testing, Shop Drawing Review ..... Basic

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

A. Environmental Document Preparation & Public Involvement (if required by Federal agencies) ..... *Special*

B. Field Surveying & Photogrammetry (if not provided by Owner) ..... Special

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

A. Preliminary Engineering:

1. Preliminary Field Surveying (using Lidar/ provided by **Owner**) ..... ***Provided by Owner***
2. Data Collection ..... Basic
3. Geographical Information System ..... Basic
4. Hydrologic Analysis ..... Basic
5. Hydraulic Analysis ..... Basic
6. Flood Plain Mapping ..... Basic
7. Alternate Solutions /Recommendations for Final Design ..... Basic.
8. Final Report – ***"Preliminary Engineering Report"*** ..... Basic

B. Final Design:

1. Right-of-Way Data and ROW Map ..... Special
2. Design Field Surveying ..... Special
3. Geotechnical Investigations and Reports ..... Special
4. Permitting ..... Basic
5. Levee / Channel / Drainage Design ..... Basic
6. Roadway Design ..... Basic
7. Bridge Design ..... Basic
8. Plans, Specifications & Estimates ..... Basic

C. Construction:

1. Construction Bidding Documents ..... Basic
2. Project Site Representation:
   a. Engineering Support Data for Defects & Deficiencies ..... Special
   b. Daily and Weekly Construction Reports ..... Special
   c. Measurement / Calculations for Contractor Payment ..... Special
   d. Project Engineer / Resident Engineer Services ..... *Special*
3. Miscellaneous Technical Activities:
   e. Construction Field Surveying ..... Special
   f. Shop Drawing Review ..... Basic
   g. Control of Materials & Equipment ..... Special
   h. Change Orders ..... *Basic*
4. Final Acceptance:
   i. Performance Testing ..... Special
   j. As-Built Drawings ..... *Basic*

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the Services to be provided by the Engineer are described on the follows 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 "B1"** 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 (1). 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 Control / Quality Assurance (QC/QA) 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. **Funding Sources**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources. If approved by the **Owner** as ***Special Services***, the **Engineer**'s responsibilities regarding funding sources will include the following:

   a. **Liaison (Engineer)** will act as Corporate Sponsor for obtaining funding from potential funding sources for the **Project**. The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies for possible funding assistance.

b. The **Engineer** will identify and develop a list of possible funding sources for the **Project**.

c. The **Engineer** will prepare all required applications to funding sources.

6. **Capital Improvement Program (CIP)**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

7. **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).

8. **Implement QC/QA 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 in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the "***Preliminary Engineering Report".*** Specific ***management*** tasks to be provided by the **Engineer** will include:

1. **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

2. **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).
3. **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report",*** and its compliance

with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

4. **Final Report:** ***"Preliminary Engineering Report".*** The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

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

C. Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** 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 of the ***"Preliminary Engineering Report"***
   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 Standards
   j. Specifications

2. **Design Concept Conference (DCC).** The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

3. **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge 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**)).

4. **Implement QC/QA Program.** The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge 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 QC/QA, 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 II – 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**:

8. ***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.

9. ***Implement* QC/QA Program**. The **Engineer** will monitor and perform the QC/QA 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 II – 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.

10. **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – 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.

11. **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/reconn/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

A. <u>Environmental Document Preparation and Public Involvement</u> ***(if required by Federal agencies)***

1. 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:

   a. project description
   b. need for project
   c. alternatives considered
   d. impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
   e. conclusion
   f. project location map
   g. preliminary structure and channel locations/layouts
   h. scanned photographs

2. 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.

3. 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.

4. The **Engineer** shall coordinate and conduct the following public meetings/hearings:

   a. 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.

   b. 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.

5. The **Engineer** shall develop a **Project** coordination and mailing list.

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

7. The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

B. Field Surveying and Photogrammetry ***(if not provided by Owner)***

1. ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of reconn/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.

2. 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**.

3. 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.

4. The Engineer shall obtain the following photogrammetric products:
   a. Contact Prints and Mosaics
   b. Planimetric maps
   c. Contour maps
   d. Cross Sections
   e. Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

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

A. Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report"***. The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments of the ***"Levee Improvement Study for the Rio Grande River within Hidalgo County"*** as prepared by the IBWC as well as the ***"Raymondville Drain Outfall Study"*** (both to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Levee Improvement Study for the Rio Grande River within Hidalgo County", "Raymondville Drain Outfall Study",*** or in the **Turner, Collie and Braden, Inc. Engineer Report – *"Flood Protection Plan"***, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

1. **Preliminary Field Surveying**
   a. The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

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

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

   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:

      (1) **Previous Studies:**
         (a) Available previous hydraulic and/or engineering studies
         (b) Previous documentation and/or studies for the International Boundary and Water Commission (IBWC) and for the Federal Emergency Management Agency (FEMA) floodway requirements.

(2) ***Land Records:***
- (a) Parcel mapping
- (b) Property assessment
- (c) USGS topographic mapping

(3) ***Property and Facility Management***
- (a) Land acquisition and disposition
- (b) Building and property inventory

(4) ***Land Use Planning and Zoning***
- (a) General plan mapping
- (b) Zoning mapping
- (c) Demographic mapping
- (d) Economic development
- (e) Linking to permitting systems
- (f) Existing aerial photographs and/or mapping

(5) ***Engineering***
- (a) Storm drain mapping
- (b) Subdivision mapping
- (c) Street mapping

(6) ***Public Safety***
- (a) Emergency preparedness plans

(7) ***Environmental Assessment (if required by Federal/State agencies)***
- (a) Wetland mapping
- (b) National Pollution Discharge Elimination System (NPDES) permitting
- (c) Facility mapping
- (d) Vegetation mapping
- (e) Coastal zone management

(8) ***Elections***
- (a) District Boundary definition

3. **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

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

4. **Hydrologic Analysis**

a. The **Engineer** shall review and comment on the hydrologic analyses of portions of the

International Boundary and Water Commission (IBWC) "***Levee System Improvement Study***" for the Rio Grande River within Hidalgo County as well as portions of the Raymondville drainage watershed(s) that are located in Precinct No. 2 and No. 3.

b. The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the International Boundary and Water Commission (IBWC) "***Levee System Improvement Study***" for the Rio Grande River within Hidalgo County as well as the Raymondville drainage watershed(s) that are located in Precinct No. 2 and No. 3, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

5. **Hydraulic Analysis**

a. The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

b. The Engineer shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

c. The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

d. The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

e. For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

f. The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 2 and No. 3 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. **Flood Plain Mapping**
   a. Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

   b. The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

7. **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**.

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

B. Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** 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. **Right-of-Way Data (Special Services)**
   The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

   a. Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

   b. Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

   c. The **Engineer** shall prepare the ROW map.

   d. The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown

on the ROW map.

e. The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

f. Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

2. **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.

3. **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.

4. **Permitting**
The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

5. **Levee/Channel/Drainage Design**
The **Engineer** shall perform levee / channel / drainage design for the proposed improvements to existing levees and/or channels or facilities within the **Project**. The design of levee / 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.

6. **Roadway Design**
The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing levees/channels and/or proposed levees/channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

7. **Bridge Design**
a. The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation

Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

b. Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

8. **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.

f. **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**

a. The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, 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 **Engineer** 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:

      (1) **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.

      (2) **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:

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

      (2) 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. **Final Acceptance**

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.

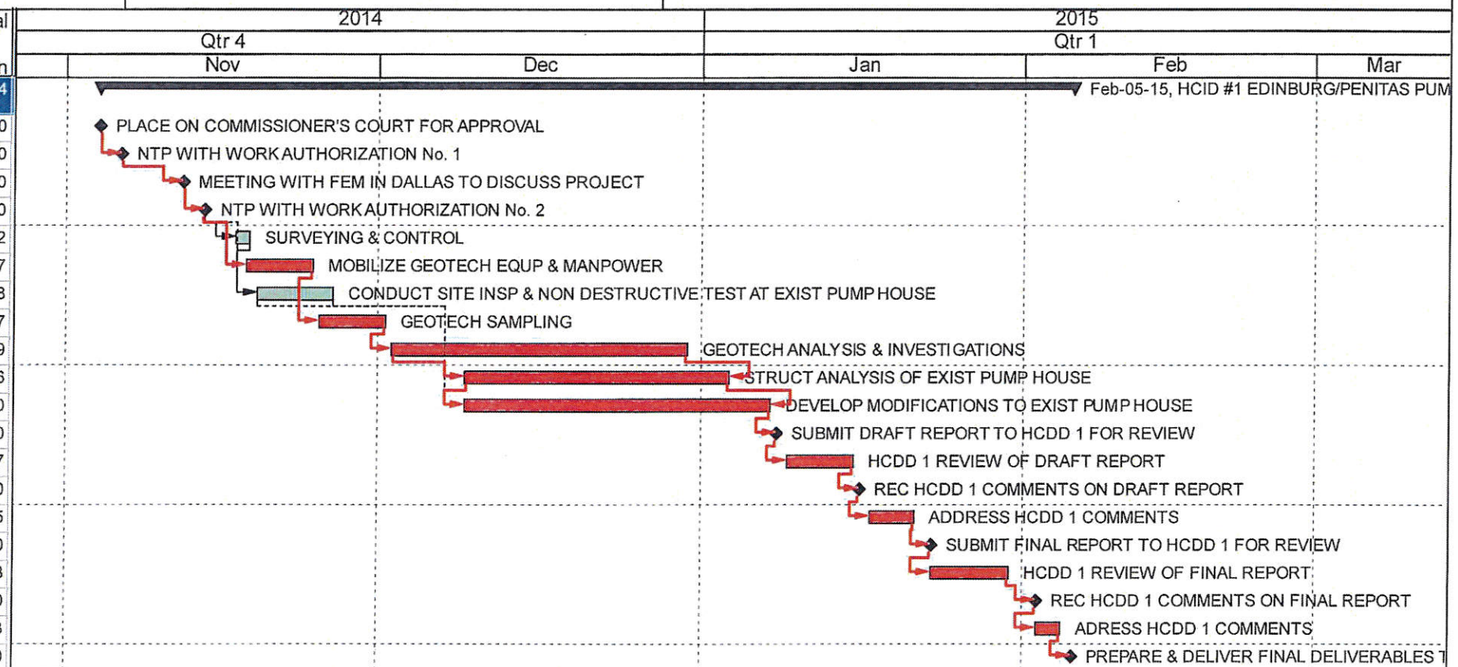
EXH C

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT No 1
HIDALGO COUNTY IRRIGATION DISTRICT No 1- EDINBURG/PENITAS PUMP HOUSE AND LEVEE REHABILITATION PROJECT

ATTACHMENT "A"

Nov-06-14 08:02

Activity ID	Activity Name	Start	Finish	Original Duration
HCID #1 EDINBURG/PENITAS PUMP HOUSE		Nov-04-14	Feb-05-15	94
01	PLACE ON COMMISSIONER'S COURT FOR APPROVAL	Nov-04-14*		0
02	NTP WITH WORK AUTHORIZATION No. 1	Nov-06-14		0
03	MEETING WITH FEM IN DALLAS TO DISCUSS PROJECT	Nov-12-14		0
04	NTP WITH WORK AUTHORIZATION No. 2	Nov-14-14		0
05	SURVEYING & CONTROL	Nov-17-14	Nov-18-14	2
06	MOBILIZE GEOTECH EQUP & MANPOWER	Nov-18-14	Nov-24-14	7
07	CONDUCT SITE INSP & NON DESTRUCTIVE TEST AT EXIS	Nov-19-14	Nov-26-14	8
08	GEOTECH SAMPLING	Nov-25-14	Dec-01-14	7
09	GEOTECH ANALYSIS & INVESTIGATIONS	Dec-02-14	Dec-30-14	29
010	STRUCT ANALYSIS OF EXIST PUMP HOUSE	Dec-09-14	Jan-03-15	26
011	DEVELOP MODIFICATIONS TO EXIST PUMP HOUSE	Dec-09-14	Jan-07-15	30
012	SUBMIT DRAFT REPORT TO HCDD 1 FOR REVIEW	Jan-08-15		0
013	HCDD 1 REVIEW OF DRAFT REPORT	Jan-09-15	Jan-15-15	7
014	REC HCDD 1 COMMENTS ON DRAFT REPORT	Jan-16-15		0
015	ADDRESS HCDD 1 COMMENTS	Jan-17-15	Jan-21-15	5
016	SUBMIT FINAL REPORT TO HCDD 1 FOR REVIEW	Jan-23-15		0
017	HCDD 1 REVIEW OF FINAL REPORT	Jan-23-15	Jan-30-15	8
018	REC HCDD 1 COMMENTS ON FINAL REPORT	Feb-02-15		0
019	ADRESS HCDD 1 COMMENTS	Feb-02-15	Feb-04-15	3
020	PREPARE & DELIVER FINAL DELIVERABLES TO HCDD 1		Feb-05-15	0



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

TASK filter: All Activities

DANNENBAUM

EXHIBIT "D"

EMPLOYEE CONTRACT RATES

MANAGEMENT/ADMINISTRATION

JOB DESCRIPTION	HOURLY RATES
PRINCIPAL	$ 369.99
QUALITY ASSURANCE OFFICER	$ 218.88
PROJECT MANAGER	$ 244.45
DOCUMENT CONTROL CLERK	$ 83.60
SCHEDULER	$ 83.60
CLERICAL	$ 55.80

ENGINEERING

JOB DESCRIPTION	HOURLY RATES
PROJECT ENGINEER	$ 192.34
SENIOR CIVIL ENGINEER	$ 218.88
CIVIL ENGINEER	$ 186.02
SENIOR STRUCTURAL ENGINEER	$ 236.11
STRUCTURAL ENGINEER	$ 186.02
SENIOR HYDROLICS & HYDROLOGY (H&H) ENGINEER	$ 236.11
HYDROLICS & HYDROLOGY (H&H) ENGINEER	$ 186.02
SENIOR DESIGN TECHNICIAN	$ 154.11
DESIGN TECHNICIAN	$ 132.10
CAD OPERATOR	$ 92.79

SURVEYING

JOB DESCRIPTION	HOURLY RATES
R.P.L.S	$ 184.74
G.P.S. SURVEY CREW	$ 221.52
3 MAN SURVEY CREW	$ 190.80
2 MAN SURVEY CREW	$ 158.90
1 MAN VRS	$ 221.52
PARTY CHIEF	$ 154.05
SURVEY TECHNICIAN	$ 120.61
CAD OPERATOR	$ 92.79

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 DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC., Professional Engineers, hereinafter called "Engineer".

PART 1. SCOPE OF THE WORK

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

Meet with FEMA personnel in Dallas, Texas to discuss proposed solution to levee modifications necessary to meet FEMA qualifications for levee certification. Engineer is to present proposed modification(s) to the levee and obtain FEMA feedback as to their suitability for levee certification.

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 $ 6,234.78. This amount is based upon the man-hours and costs for each of the tasks 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 _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through:
Funding Source: _____
Account Number: _____
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 the scopes of work set forth in this Work Authorization No. 1.

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 Dannenbaum Engineering Company-McAllen, LLC. as to content and detail of this Work Authorization No. 1 .

By: _____
Louis H. Jones, Jr., P.E., President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and Dannenbaum Engineering Company-McAllen, LLC. as indicated below and effective as of the date signed by the OWNER.

ENGINEER:
DANNENBAUM ENGINEERING COMPANY-MCALLEN, LLC

By: _____ _____
Louis H. Jones, Jr., P.E., President Date

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No.1

By: _____ _____
Ramon Garcia, Chairman of the Board Date

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

By: _____ _____
Date

EXHIBIT "A"

WORK AUTHORIZATION NO. 1

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 "A" of this Agreement.

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

(7) Review and approve the **"Project"** design criteria.

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

EXHIBIT B
WORK AUTHORIZATION NO. 1
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGNIEER

The **Scope of Services** to be provided by the Engineer shall consist of the following:

A. The Engineer will prepare a presentation, in concert with Hidalgo County Drainage District No. 1, identifying modifications that the County proposed to perform to the existing Edinburg Pump House and adjoining earthen levees, comprising the southern property line of the property owned by Hidalgo County Irrigation District No. 1, in order to meet FEMA requirements for certification of the levee.

B. Engineer will accompany Hidalgo County Irrigation District No. 1 representative(s) to a meet with FEMA personnel in Dallas, Texas to present and discuss proposed improvements to the existing Edinburg Pump House and adjoining earthen levees necessary to meet FEMA qualifications for levee certification.

C. Engineer is to prepare and submit a report to Hidalgo County Drainage District No. 1 stating the findings of the meeting with FEMA.

DELIVERABLES:

1. Submit a written report to Hidalgo County Drainage District No. 1 stating findings of the meeting with FEMA.

Activity ID	Activity Name	Start	Finish	Original Duration
HCDD #1 EDINBURG/PENITAS PUMP HOUSE PROJECT		Nov-04-14	Feb-05-15	94
HCCD#1 EDINBURG/PENITAS PUMP HOUSE PROJECT		Nov-04-14	Feb-05-15	94
01	PLACE ON COMMISSIONER'S COURT FOR APPROVAL	Nov-04-14*		0
02	NTP WITH WORK AUTHORIZATION No. 1	Nov-06-14		0
03	MEETING WITH FEM IN DALLAS TO DISCUSS PROJECT	Nov-12-14		0
04	NTP WITH WORK AUTHORIZATION No. 2	Nov-14-14		0
05	SURVEYING & CONTROL	Nov-17-14	Nov-18-14	2
06	MOBILIZE GEOTECH EQUP & MANPOWER	Nov-18-14	Nov-24-14	7
07	CONDUCT SITE INSP & NON DESTRUCTIVE TEST AT EXIST F	Nov-19-14	Nov-26-14	8
08	GEOTECH SAMPLING	Nov-25-14	Dec-01-14	7
09	GEOTECH ANALYSIS & INVESTIGATIONS	Dec-02-14	Dec-30-14	29
010	STRUCT ANALYSIS OF EXIST PUMP HOUSE	Dec-09-14	Jan-03-15	26
011	DEVELOP MODIFICATIONS TO EXIST PUMP HOUSE	Dec-09-14	Jan-07-15	30
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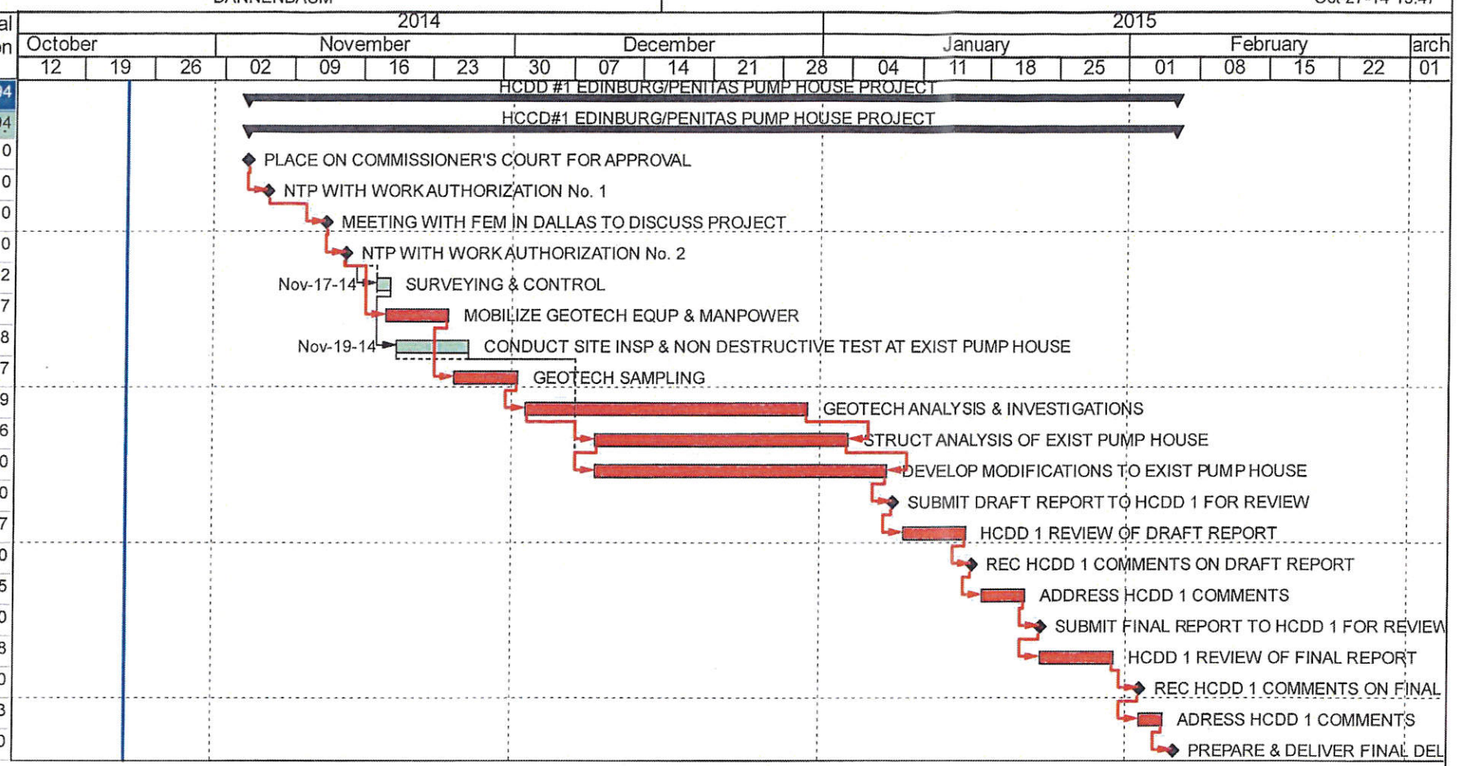
019	ADRESS HCDD 1 COMMENTS	Feb-02-15	Feb-04-15	3
020	PREPARE & DELIVER FINAL DELIVERABLES TO HCDD 1		Feb-05-15	0



DANNENBAUM

EXHIBIT "D"

MAN-HOUR & FEE ESTIMATE
WORK AUTHORIZATION NO. 1

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-17
Client Name: Hidalgo County Drainage District No. 1
Project Name: Hidalgo County Drainage District No. 1 (Edinburg Pump / Penitas Pump) and Levee Rehabilitation Project

Prepared:	10/29/2014
Prepared by:	RDS
Reviewed by:	GR
Checked by:	LHJ

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		TOTAL MANHOURS PER TASK BY CLASSIFICATION												
				PRINCIPAL	QA OFFICER	PROJECT MGR	DOCUMENT CONTROL / SCHEDULER	CLERICAL	PROJECT ENGR	SENIOR H & H ENGR	DESIGN ENGR	SENIOR DESIGN TECH	DESIGN TECH	CAD OPER	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		QNTY	UNIT	369.99	218.88	244.45	83.60	55.80	192.34	236.09	186.02	154.11	132.10	92.79		
	WORK AUTHORIZATION NO. 1															
	Meetings:															
100	Prepare document for meeting with FEMA	1	LS	0.00	0.00	0.50	0.00	0.50	0.00	0.50	0.00	0.00	0.00	0.00	1.50	$ 268.17
105	Coord / Attend Mtg with FEMA on Proposed Methods for meeting FEMA requirements for the levee and Edinburg Pump House at Penitas	1	LS	0.00	0.00	8.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	16.00	$ 3,844.32
110	Prepare report on meeting with FEMA	1	LS	0.00	0.00	0.50	0.00	0.50	0.00	0.50	0.00	0.00	0.00	0.00	1.50	$ 268.17
	SUBTOTAL			0.00	0.00	9.00	0.00	1.00	0.00	9.00	0.00	0.00	0.00	0.00	19.00	$ 4,380.66
	TOTAL HOURS - WA # 1			**0.00**	**0.00**	**9.00**	**0.00**	**1.00**	**0.00**	**9.00**	**0.00**	**0.00**	**0.00**	**0.00**	**19.00**	
	TOTAL COST - WA # 1			**$0.00**	**$0.00**	**$2,200.05**	**$0.00**	**$55.80**	**$0.00**	**$2,124.81**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$ 4,380.66**
	% OF TOTAL HOURS PER CLASSIFICATION			**0.00%**	**0.00%**	**47.37%**	**0.00%**	**5.26%**	**0.00%**	**47.37%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	
	SUBCONSULTANTS															
	None	1	L.S.												$ -	$ -
															$ -	
															$ -	
	SUBTOTAL														$ -	$ -
	SUBCONSULTANT ADMINISTRATION															
	None	1	L.S.													$ -
															TOTAL ENGINEERING & DESIGN	**$ 4,380.66**

EXHIBIT "D"

MAN-HOUR & FEE ESTIMATE
WORK AUTHORIZATION NO. 1

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-17
Client Name: Hidalgo County Drainage District No. 1
Project Name: Hidalgo County Drainage District No. 1 (Edinburg Pump / Penitas Pump) and Levee Rehabilitation Project

Prepared:	10/29/2014
Prepared by:	RDS
Reviewed by:	GR
Checked by:	LHJ

OTHER DIRECT EXPENSES (ODC)	NO.	UNIT	NO.	QNTY/UNIT	QUANTITY	UNIT PRICE	AMOUNT
PLOTTING - 11 X 17 B & W PAPER PLOTS	0	SETS	0	PLOTS/SET	0	1.50	$ -
PLOTTING - 22 X 34 B & W PAPER PLOTS	0	SETS	0	PLOTS/SET	0	6.00	$ -
PLOTTING - 11 X 17 COLOR PAPER PLOTS	0	SETS	0	PLOTS/SET	0	10.00	$ -
PLOTTING - 22 X 34 COLOR PAPER PLOTS	0	SETS	0	PLOTS/SET	0	16.00	$ -
PLOTTING - 11 X 17 MYLAR PLOTS	0	SETS	0	PLOTS/SET	0	10.00	$ -
8.5 X 11 B & W PAPER COPIES	0	SETS	0	COPIES/SET	0	0.12	$ -
11 X 17 B & W PAPER COPIES	0	SETS	0	COPIES/SET	0	0.15	$ -
22 X 34 B & W PAPER COPIES	0	SETS	0	PLOTS/SET	0	0.32	$ -
8.5 X 11 PAPER COLOR COPIES	0	SETS	0	PLOTS/SET	0	0.50	$ -
11 X 17 PAPER COLOR COPIES	0	SETS	0	PLOTS/SET	0	0.75	$ -
22 X 34 PAPER COLOR COPIES	0	SETS	0	PLOTS/SET	0	2.00	$ -
BINDING - 8.5 X 11 DOCUMENTS (LABOR & MAT'LS)	0	EACH	0	EACH	0	25.00	$ -
BINDING - 11 X 17 DOCUMENTS (LABOR & MAT'LS)	0	EACH	0	EACH	0	35.00	$ -
CD / DVD DISKS (LABOR & MAT'LS)	0	EACH	0	EACH	0	25.00	$ -
OVERNIGHT CARRIER COST	0	EACH	0	EACH	0	30.00	$ -
TRAVEL COST:							
AUTO EXPENSE (Mileage)	2	TRIPS	28	MILES/TRIP	56	0.52	$ 29.12
AUTO EXPENSE (Parking)	2	VEHICLES	1	DAYS/VEH	2	5.00	$ 10.00
AUTO EXPENSE (Rental)	1	VEHICLES	1	DAYS/VEH	1	697.00	$ 697.00
AIR TRAVEL (McAllen To Dallas) (round trip)	1	TRIPS	1	PEOPLE/TRIP	1	697.00	$ 697.00
AIR TRAVEL (Houston To Dallas) (round trip)	1	TRIPS	1	PEOPLE/TRIP	1	421.00	$ 421.00
						TOTAL ODC	**$ 1,854.12**

TOTAL WA #1 COST	**$ 6,234.78**

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____

WORK AUTHORIZATION NO. 2

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 DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC., Professional Engineers, hereinafter called "Engineer".

PART 1. SCOPE OF THE WORK

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

A "Structural Analysis" of the existing Penitas / Edinburg Pump House for the purpose of determining if the structure can accommodate an increase in height of the structure and the adjacent earthen flood protection levee of approximately five feet (5') and what modifications to the structure would be required to raise the existing structure assuming the structure was structurally adequate or could be made structurally adequate enough to be raised.

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 $ 470,638.10. This amount is based upon the man-hours and costs for each of the tasks 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 _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through:
Funding Source: _____
Account Number: _____
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 the scopes of work set forth in this Work Authorization No. 2.

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 Dannenbaum Engineering Company-McAllen, LLC. as to content and detail of this Work Authorization No. 2 .

By: _____
Louis H. Jones, Jr., P.E., President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and Dannenbaum Engineering Company-McAllen, LLC. as indicated below and effective as of the date signed by the OWNER.

ENGINEER:
DANNENBAUM ENGINEERING COMPANY-MCALLEN, LLC

By: _____ _____
Louis H. Jones, Jr., P.E., President Date

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No.1

By: _____ _____
Ramon Garcia, Chairman of the Board Date

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

By: _____ _____
Date

EXHIBIT "A"

WORK AUTHORIZATION NO. 2

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 "A" of this Agreement.

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

(7) Review and approve the **"Project"** design criteria.

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

EXHIBIT B

WORK AUTHORIZATION NO. 2

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGNIEER

INTRODUCTION: The existing pump house is a very old reinforced concrete structure that is supported by a foundation slab and not piling. One of our first tasks will be to determine the allowable soil bearing capacity at the base of the existing foundation. This will guide us in determining if it is feasible to add weight or overturning moments to the existing design. Additional support (such as drilled and grouted piles) for the foundation may or may not be required. Another very important task will be to perform a very thorough visual inspection of the existing structure and review the existing design drawings. Lloyd Engineering Inc. (LEI) observed some concrete cover and current reinforcing design code concerns with the structure when they provided the design to use wood shoring inside pump house during last year's flood event to assist in supporting some walls where cracking was observed. The results of our analysis will determine if we have minor areas to repair or if major rehabilitation is required. It is our opinion that we need to provide measures to extend the design life of the structure.

I. STRUCTURAL ANALYSIS

The scope of service for the work **"Structural Analysis"** portion of the work consists of the following ***"Special Services"*** Tasks:

1) Attend a kick-off meeting on site with all stake holders.

2) Review existing documents, surveys and geotechnical reports. We request that we be provided copies of any inspection reports or condition assessment reports that may have been performed on the existing pump house in the last ten (10) years.

3) Perform geotechnical investigation. We will perform soil borings and obtain geotechnical recommendations concerning the stability of the existing pump house foundation and also for the proposed improvements, including the new levee connections.

4) Perform visual inspection and limited non destructive testing of the existing pump house structure. We will provide a report and condition assessment of the pump house structure. We will require access for approximately one week of onsite work inside and outside the plant.

5) Perform conceptual design and initial opinion of construction cost estimate. The conceptual design can begin upon receiving the draft geotechnical report and draft structure condition report. Conceptual drawings will be provided for review and comment of all stakeholders.

EXHIBIT B

WORK AUTHORIZATION NO. 2

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGNIEER

II. GEOTECHNICAL INVESTIGATION AND ANALYSIS

The scope of service for the work **"Geotechnical Investigation and Analysis"** portion of the work consists of the following ***"Special Services"*** Tasks:

The proposed geotechnical exploration for this project will require the collection of subsurface data, laboratory testing, and geotechnical analyses. The geotechnical work proposed herein will be performed in accordance with standard industry practice.

The proposed geotechnical exploration activities are detailed below.

- Field Exploration – Sampling and field testing of the subsurface materials by performing soil borings. Identification of the physical characteristics of subsurface materials encountered during the sampling. Observations of the groundwater conditions on the site, to depths that would significantly affect or be affected by the foundation soils.

- Soil Borings – PSI proposes to explore the subsurface conditions by performing a total of four (4) soil borings. Two (2) soil borings will be drilled adjacent to the pump stations, one on the west side and one on the east side, to a depth of 100 feet below the existing ground surface. Two (2) soil borings will be drilled along the levee expansion, one on the west side and one on the east side, to a depth of approximately 60 feet below the existing ground surface.

  Conventional soil borings will be drilled using 4.25 inch I.D. hollow stem and/or dry auger drilling methods for a depth of about 30 feet, which is generally about twice the height of the levee. This is the general requirement by the USACE in order to minimize the potential for hydraulic fracture during drilling.

  Wet rotary drilling techniques will then be implemented below 30 feet using the hollow stem augers within the top 30 feet as casing for the top 30 feet of the bore hole. Samples will be sampled continuously for a depth of 10 feet and then five (5) foot intervals to the maximum exploration depth. Sampling will be performed as follows:

  - ASTM D 1586: Standard Penetration Test with split spoon samplers in cohesionless soils
  - ASTM D 1587: Undisturbed sample with 3 inch diameter Shelby tubes in cohesive soils

  The samples will be extruded in the field and wrapped with foil and placed in moisture seal bags. All soil borings will be tremie grouted after the drilling operation.

  Since it is understood that this is not a USACE levee, PSI does not plan to submit a drilling plan to the USACE for their approval prior to field mobilization.

  Ground water level measurements will be made in the borings during and after the completion of drilling operations. After the completion of the fieldwork, the borings

will be staked with three-foot wooden stakes above the ground surface. Survey flagging will be tied to the stakes and the stakes marked with the boring number.

During the exploration, if unusual or soft soil conditions are found, deeper or more number of borings may be required to evaluate the subsurface conditions. If such conditions are found at the site, PSI will determine the necessary change in scope and will proceed with the work after prior authorization.

- Laboratory Testing - Laboratory testing will be performed on selected samples to evaluate the classification, strength and other engineering characteristics of the subsurface materials involved. Laboratory testing on selected samples may include:
  - Soil Classification (ASTM D 2487 / 2488)
  - Moisture Content (ASTM D 2216)
  - Atterberg Limits (ASTM D 4318)
  - Percent Soil Particles Finer than No. 200 Sieve (ASTM D1140)
  - Unconfined Compressive Tests (ASTM D2166)
  - Unconsolidated Undrained Triaxial Tests (ASTM D 2850)
  - One-Dimensional Consolidation tests (ASTM D 2435)

- Geotechnical Recommendations and Report - The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of the recommendations. The recommendations will be presented in a written report prepared by a professional engineer. The Geotechnical Exploration Report will include:
  - Project Information;
  - Site and subsurface conditions (as observed in our borings) including local geology;
  - Field and laboratory test results including boring logs and soil profiles;
  - Groundwater level readings at the boring locations;
  - Site preparation recommendations including fill material type and compaction requirements;
  - Recommendations to raise height of existing pump station
  - allowable bearing capacity and estimated settlement for mat foundation
  - axial capacity curves and L-pile parameters (for additional support)
  - Recommendations to raise height of existing levees
  - Slope stability analyses using Slope/W (does not include USACE method of planes)
  - estimated settlement
  - Underseepage Analysis

- General - PSI will call public utility clearance companies such as Lone Star Notification Center, Texas One Call, and Texas Excavation Safety System. However, it is our understanding that these companies do not clear utilities within the private property. Underground utility information should be provided to PSI prior to the field exploration activities. The scope of services does not include a fault study, a detailed geologic study and any kind of environmental site assessment, nor does it include any coring or difficult drilling through rock or contaminated soil.

EXHIBIT B

WORK AUTHORIZATION NO. 2

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGNIEER

III. HIGH DEFINITION LASER SCAN (HDS)

The scope of service for the work **"High Definition Laser Scan (HDS)"** portion of the work consists of the following ***"Special Services"*** Tasks:

S & V Surveying, Inc. will perform HDS – Laser Scanning surveying services of the Penitas Pump House utilizing the Leica C10 HDS Scanner of which we estimate 9 total scanworlds. The scope of services to be provided by the survey team is as follows:

- S & V will locate the interior walls and roof support steel only, no utilities or equipment will be located.

SCAN CONTENT:

The scan data is strictly limited by line of sight, i.e. what is visible and accessible to the scanning system at the project site. Areas that are inaccessible to the scanning system will be verified using information from existing from existing drawings, provided by Dannenbaum.

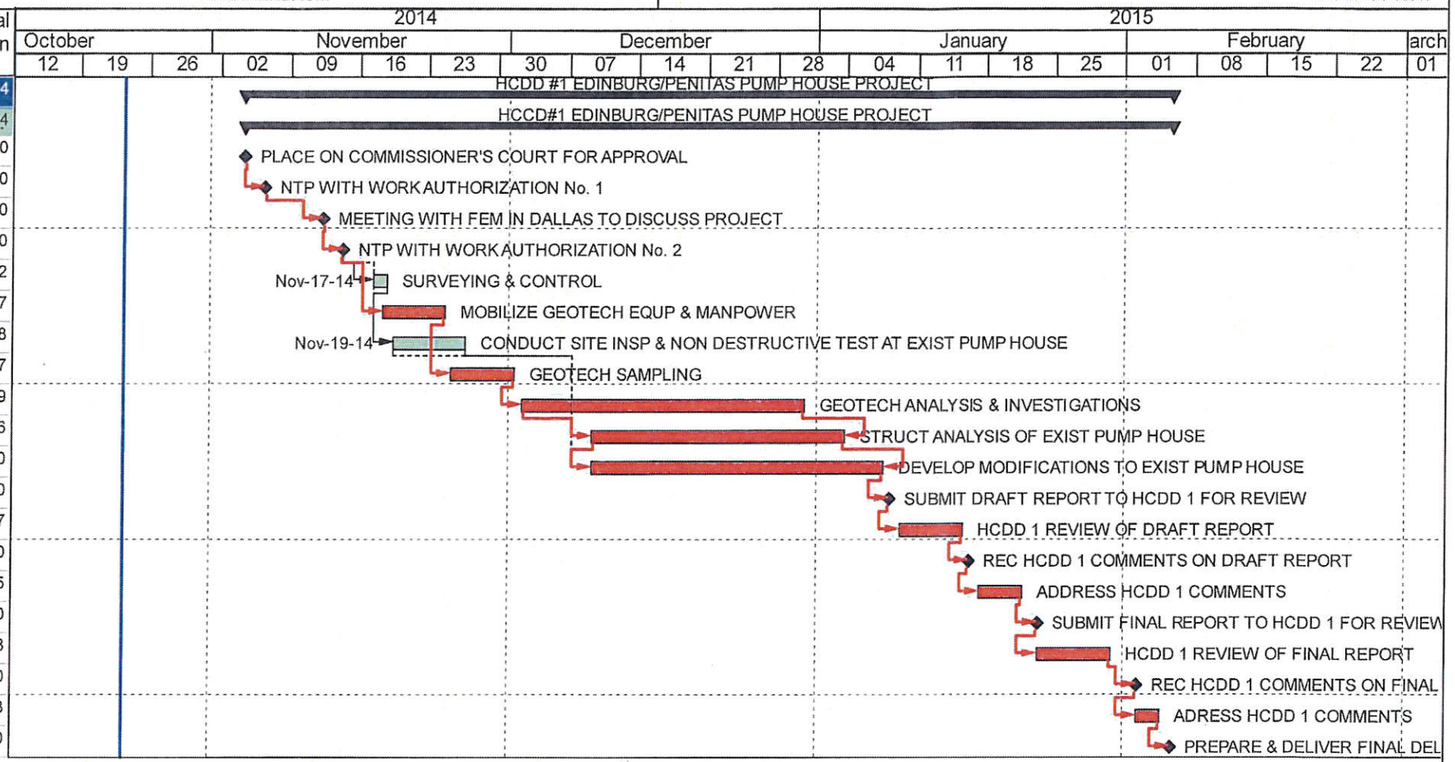
ASSUMPTIONS:

Three (3) site control points will be provided by Dannenbaum within 100 feet of the pump house. If control is not on the site, then S & V will establish control on a time & material basis based on S & V's 2013 rate schedule.

DELIVERABLES:

A Civil 3D 2012 file with a filtered point cloud. A one (1) foot grid will be extracted from the point cloud on all four walls and roof steel will be shown. Contours will be developed on all four walls.

Activity ID	Activity Name	Start	Finish	Original Duration
HCDD #1 EDINBURG/PENITAS PUMP HOUSE PROJECT		Nov-04-14	Feb-05-15	94
HCCD#1 EDINBURG/PENITAS PUMP HOUSE PROJECT		Nov-04-14	Feb-05-15	94
01	PLACE ON COMMISSIONER'S COURT FOR APPROVAL	Nov-04-14*		0
02	NTP WITH WORK AUTHORIZATION No. 1	Nov-06-14		0
03	MEETING WITH FEM IN DALLAS TO DISCUSS PROJECT	Nov-12-14		0
04	NTP WITH WORK AUTHORIZATION No. 2	Nov-14-14		0
05	SURVEYING & CONTROL	Nov-17-14	Nov-18-14	2
06	MOBILIZE GEOTECH EQUP & MANPOWER	Nov-18-14	Nov-24-14	7
07	CONDUCT SITE INSP & NON DESTRUCTIVE TEST AT EXIST F	Nov-19-14	Nov-26-14	8
08	GEOTECH SAMPLING	Nov-25-14	Dec-01-14	7
09	GEOTECH ANALYSIS & INVESTIGATIONS	Dec-02-14	Dec-30-14	29
010	STRUCT ANALYSIS OF EXIST PUMP HOUSE	Dec-09-14	Jan-03-15	26
011	DEVELOP MODIFICATIONS TO EXIST PUMP HOUSE	Dec-09-14	Jan-07-15	30
012	SUBMIT DRAFT REPORT TO HCDD 1 FOR REVIEW	Jan-08-15		0
013	HCDD 1 REVIEW OF DRAFT REPORT	Jan-09-15	Jan-15-15	7
014	REC HCDD 1 COMMENTS ON DRAFT REPORT	Jan-16-15		0
015	ADDRESS HCDD 1 COMMENTS	Jan-17-15	Jan-21-15	5
016	SUBMIT FINAL REPORT TO HCDD 1 FOR REVIEW	Jan-23-15		0
017	HCDD 1 REVIEW OF FINAL REPORT	Jan-23-15	Jan-30-15	8
018	REC HCDD 1 COMMENTS ON FINAL REPORT	Feb-02-15		0
019	ADRESS HCDD 1 COMMENTS	Feb-02-15	Feb-04-15	3
020	PREPARE & DELIVER FINAL DELIVERABLES TO HCDD 1		Feb-05-15	0



DANNENBAUM

EXHIBIT "D"

MAN-HOUR & FEE ESTIMATE
WORK AUTHORIZATION NO. 2

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-17
Client Name: Hidalgo County Drainage District No. 1
Project Name: Hidalgo County Drainage District No. 1 (Edinburg Pump / Penitas Pump) and Levee Rehabilitation Project

Prepared:	10/29/2014
Prepared by:	RDS
Reviewed by:	GR
Checked by:	LHJ

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		TOTAL MANHOURS PER TASK BY CLASSIFICATION												
				PRINCIPAL	QA OFFICER	PROJECT MGR	DOCUMENT CONTROL / SCHEDULER	CLERICAL	PROJECT ENGR	SENIOR DESIGN ENGR	DESIGN ENGR	SENIOR DESIGN TECH	DESIGN TECH	CAD OPER	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		QNTY	UNIT	369.99	218.88	244.45	83.60	55.80	192.34	218.88	186.02	154.11	132.10	92.79		
	WORK AUTHORIZATION NO. 1															
	Project Administration															
0140	Prepare and Submit Monthly Progress Reports	2	MOS	0.00	0.00	2.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	$ 600.50
0141	Prepare and Submit Monthly Invoices	2	MOS	0.00	0.00	1.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	$ 356.05
	Meetings:															
0184	Wkly Coordinate Mtgs w/ Team	8	WKS	0.00	0.00	8.00	2.00	4.00	8.00	0.00	0.00	0.00	0.00	0.00	22.00	$ 3,884.72
0185	Discussions / Meetings w/ Stakeholders	1	EACH	0.00	0.00	2.00	0.25	0.50	2.00	0.00	0.00	0.00	0.00	0.00	4.75	$ 922.38
	Pump House Analysis															
0250	Conduct Structural Anlysis of Existing Pump House	8	WKS	0.00	0.00	16.00	0.00	0.00	48.00	16.00	0.00	0.00	0.00	0.00	80.00	$ 16,645.60
0251	Conduct Design of Proposed Mods to Existing Pump House	8	WKS	0.00	0.00	16.00	0.00	0.00	48.00	24.00	8.00	0.00	16.00	0.00	112.00	$ 21,998.40
	Pump House Analysis Report:															
0350	Prepare Draft Report (Incl'd Engr, Det'ls, Description)	1	L.S.	0.00	0.00	8.00	0.25	6.00	16.00	2.00	0.00	0.00	0.00	0.00	32.25	$ 5,826.50
0351	Prepare Final Report (Incl'd Engr, Det'ls, Description)	1	L.S.	0.00	0.00	4.00	0.25	2.00	16.00	2.00	0.00	0.00	0.00	16.00	40.25	$ 6,110.14
	SUBTOTAL			0.00	0.00	57.00	2.75	16.50	138.00	44.00	8.00	0.00	16.00	16.00	298.25	$ 56,344.29
	TOTAL HOURS - WA # I			**0.00**	**0.00**	**57.00**	**2.75**	**16.50**	**138.00**	**44.00**	**8.00**	**0.00**	**16.00**	**16.00**	**298.25**	
	TOTAL COST - WA # I			**$0.00**	**$0.00**	**$13,933.65**	**$229.90**	**$920.70**	**$26,542.92**	**$9,630.72**	**$1,488.16**	**$0.00**	**$2,113.60**	**$1,484.64**		**$ 56,344.29**
	% OF TOTAL HOURS PER CLASSIFICATION			**0.00%**	**0.00%**	**19.11%**	**0.92%**	**5.53%**	**46.27%**	**14.75%**	**2.68%**	**0.00%**	**5.36%**	**5.36%**	**100.00%**	
	SUBCONSULTANTS															
	Dannenbaum Engineering Company-McAllen, LLC (Surveying)	1	L.S.												$ 2,727.86	**$ 2,727.86**
	Lloyd Engineering Inc. (Includes non-destructive testing)	1	L.S.												$ 324,162.00	
	PSI Geotechnical Investigation / Recommendations	1	L.S.												$ 38,778.00	
	S & V Surveying, Inc.	1	L.S.												$ 9,993.41	
	SUBTOTAL														$ 372,933.41	**$ 372,933.41**
	SUBCONSULTANT ADMINISTRATION															
	Dannenbaum Subcontract Administration at 10%	1	L.S.													**$ 37,293.34**
															TOTAL ENGINEERING & DESIGN	**$ 469,298.90**

EXHIBIT "D"

MAN-HOUR & FEE ESTIMATE
WORK AUTHORIZATION NO. 2

Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum Project Number: 0048-17
Client Name: Hidalgo County Drainage District No. 1
Project Name: Hidalgo County Drainage District No. 1 (Edinburg Pump / Penitas Pump) and Levee Rehabilitation Project

Prepared:	10/29/2014
Prepared by:	RDS
Reviewed by:	GR
Checked by:	LHJ

OTHER DIRECT EXPENSES (ODC)		NO.	UNIT	QUANTITY/UNIT		QUANTITY	UNIT PRICE	AMOUNT	
PLOTTING - 11 X 17 B & W PAPER PLOTS		0	SETS	0	PLOTS/SET	0	1.50	$ -	
PLOTTING - 22 X 34 B & W PAPER PLOTS		2	SETS	1	PLOTS/SET	2	6.00	$ 12.00	
PLOTTING - 11 X 17 COLOR PAPER PLOTS		1	SETS	1	PLOTS/SET	1	10.00	$ 10.00	
PLOTTING - 22 X 34 COLOR PAPER PLOTS		1	SETS	1	PLOTS/SET	1	16.00	$ 16.00	
PLOTTING - 11 X 17 MYLAR PLOTS		0	SETS	0	PLOTS/SET	0	10.00	$ -	
8.5 X 11 B & W PAPER COPIES		10	SETS	6	COPIES/SET	60	0.12	$ 7.20	
11 X 17 B & W PAPER COPIES		10	SETS	8	COPIES/SET	80	0.15	$ 12.00	
22 X 34 B & W PAPER COPIES		10	SETS	10	PLOTS/SET	100	0.32	$ 32.00	
8.5 X 11 PAPER COLOR COPIES		10	SETS	6	PLOTS/SET	60	0.50	$ 30.00	
11 X 17 PAPER COLOR COPIES		10	SETS	4	PLOTS/SET	40	0.75	$ 30.00	
22 X 34 PAPER COLOR COPIES		10	SETS	2	PLOTS/SET	20	2.00	$ 40.00	
BINDING - 8.5 X 11 DOCUMENTS (LABOR & MAT'LS)		10	EACH	1	EACH	10	25.00	$ 250.00	
BINDING - 11 X 17 DOCUMENTS (LABOR & MAT'LS)		10	EACH	1	EACH	10	35.00	$ 350.00	
CD / DVD DISKS (LABOR & MAT'LS)		10	EACH	1	EACH	10	25.00	$ 250.00	
OVERNIGHT CARRIER COST		10	EACH	1	EACH	10	30.00	$ 300.00	
AUTO EXPENSE (Mileage)		0	TRIPS	0	MI /TRIP	0	0.48	$ -	
TRAVEL-AT COST (--------- TO --------)		0	TRIPS	0	COST/TRIP	0	1,100.00	$ -	
						TOTAL DIRECT EXPENSES		$ 1,339.20	**$ 1,339.20**

TOTAL WA #1 COST **$ 470,638.10**

EXHIBIT D1

WORK AUTHORIZATION No. 2

SURVEYING FEE BUDGET ESTIMATE

DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC.
Project No.: 0048-17
Client: Hidalgo County Drainage District No. 1
Project Title: HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 (EDINBURG PUMP / PENITAS PUMP) AND LEVEE REHABILITATION PROJECT

Prepared by: RDS
Reviewed by: JV
Checked by: LHJ

DEC TASK CODE	DESCRIPTION OF WORK TASK	MANHOURS/CREWHOURS PER TASK BY CLASSIFICATION							TOTAL MH'S PER TASK	TOTAL FEE PER TASK
		SURVEY RPLS $184.74	SENIOR SURVEYOR $120.61	2-MAN CREW $158.90	1-MAN VRS $221.52	SURVEY TECH. $120.61	QA/QC REVIEW $218.88	SECTY $55.80		
	RE-ESTABLISH GROUND CONTROL									
	Recover Primary Levee Control	1			6	1			8	$ 1,634.47
	Set Secondary Control for Scanning Consultant	1			2	1			4	$ 748.39
	OBTAIN EXISTING GROUND TOPOGRAPHY									
	TIE DOWN EXISTING WALL STRUCTURE (VERTICAL AND HORIZONTAL)									
	CROSS SECTION EXISTING CHANNEL (Top of Bank - Top of Bank)									
	CREATE DTM FOR DESIGN TEAM									
	TOTAL HOURS	2	0	0	8	2	0	0	12	**$ 2,382.86**
	DIRECT LABOR COSTS	$ 369.48	$ -	$ -	$ 1,772.16	$ 241.22	$ -	$ -	$ 2,382.86	CHECK
	TOTAL									
	% OF TOTAL HOURS	16.67%	0.00%	0.00%	66.67%	16.67%	0.00%	0.00%	100.00%	

DIRECT EXPENSES	QUANTITY	UNITS	UNIT PRICE	AMOUNT
PERDIEM	0	PER DAY	$ 35.00	$ -
LODGING	0	PER DAY	$ -	$ -
AUTO EXPENSE	0	PER DAY	$ -	$ -
SURVEY VEHICLE	1	PER DAY	$ 95.00	$ 95.00
GPS EQUITMENT	1	PER DAY	$ 250.00	$ 250.00
ABSTRACTING	0	EACH	$ -	$ -
				$ -
TOTAL SURVEY DIRECT EXPENSES				**$ 345.00**

SURVEY	
TOTAL LABOR COSTS:	$ 2,382.86
DIRECT EXPENSES	$ 345.00
SURVEY TOTAL COST	**$ 2,727.86**

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 **LeFevre Engineering & Management Consulting, LLC** professional **Engineer**s, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for **Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 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 meetings; stabling policy, procedures, and quality assurance; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary **Engineering**, final design, and construction of the project.

II. Preliminary Project Planning & Development. For preliminary 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 Design"**. The **"Preliminary Engineering Design"** will be prepared by the **Engineer** in sufficient detail to include preliminary layouts, sketches, and cost estimates and to set forth clearly the **Engineer**'s recommendations for the final design of the project. The **Engineer**'s recommendations for the final design of the project shall meet all federal, state and county permitting requirements.

(B) Final Design. Upon approval by the **Owner** of the **Engineer**'s final recommendations, as shown in the **"Preliminary Engineering Design"**, 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**

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 **November 10, 2017** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The termination of the Agreement and payment of an amount 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 nine percent (8%) 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 nine percent (8%) 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 moiré 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 **Engineers**.

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

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

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

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

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.**

The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in

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

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

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

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

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

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

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

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

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **"Project"** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **"Project"**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **Design and Specifications** 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 form 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 **Design and Specifications** 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 **Design and Specifications** developed by the

Engineer for the **"Project"; that** the result of such **Design and Specifications**, 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 **Design and Specifications** 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 **Design and Specifications.**

(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 form 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: **LeFevre Engineering & Management Consulting, LLC**
Attn: Richard LeFevre, PE
612 Nolana
Suite 520
McAllen, Texas 78504

The Address may be changed by either party by written notice and notice sol 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 _____, 2013.

ENGINEER:

BY: _____
Mr. Richard LeFevre, P.E.
President-LeFevre Engineering & Management Consulting, LLC

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 Exhibit "C" of this Agreement.

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

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

Public Meetings

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

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER**.

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

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

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT "B"

Generalized Services to be provided by the Engineer

Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 Area Drainage Improvements

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* EXPANDED DESCRIPTION OF SERVICES:

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 Control / Quality Assurance Program	*Basic*
(4) Subcontract Administration	*Basic*
(5) Management / Coordination of Engineering Activities	*Basic*
(6) Implementation of QC/QA Program	*Basic*
(B) Preliminary Engineering	
(I) Preliminary Concept Conference	*Basic*
(2) Management / Coordination of Engineering Activities	*Basic*
(3) Implementation of QC/QA Program	*Basic*
(4) Preparation of *"Preliminary Engineering Report"*	*Basic*
(C) Final Design	
(1) *"Design Policy & Procedures Manual"*	*Basic*
(2) Design Concept Conference	*Basic*
(3) Management / Coordination of Engineering Activities	*Bask*
(4) Implementation of QC/QA Program	*Basic*
(D) Construction Management	
(1) *"Construction 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 Qc/QA Program	*Basic*
(9) Change Orders	*Special*
(10) Final Acceptance, Performance Testing, Shop Drawing Review	*Basic*

Engineering:

II PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Field Surveying & Photogrammetry (if not provided by Owner)	*Special*

Engineering:

III PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION	
(A) Preliminary Engineering:	
(1) Preliminary Field Surveying (using Lidar/ provided by Owner)	*Provided by Owner*
(2) Data Collection	*Basic*
(3) Hydraulic. Analysis	*Basic*
(4) Flood Plain Mapping	*Basic*
(5) Alternate Solutions /Recommendations for Final Design	*Basic.*
(6) Final Report — *"Preliminary Engineering Report"*	*Basic*
(B) Final Design:	
(1) Design Field Surveying	*Special*
(2) Geotechnical Investigations and Reports	*Special*
(3) Drainage Design	*Basic*
(4) Roadway Design	*Basic*
(5) 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*
d. Project Engineer -Resident Engineer Services	*Special*
(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 Control / Quality Assurance (QC/QA) 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.

(6) Capital Improvement Program (CIP). If approved by the Owner as Special Services, as outlined in Article 5.2, the Engineer will prepare a CIP based on a conceptual sequence of construction for the Project as identified in the final recommendations shown in the "Preliminary Design" developed by the Engineer under the preliminary engineering activities identified later in this exhibit.

(7) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) Implement QC/QA 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 in the ***"Preliminary Design".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The Engineer shall ***manage*** and coordinate the activities of the

Project Team in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of Project information and status to the **Owner** and Project Team throughout the development of the ***"Preliminary Design".*** Specific ***management*** tasks to be provided by the Engineer will include:

(1) Preliminary Concept Conference. The Engineer will coordinate and conduct a preliminary concept conference (PCC) with the Owner, and, any other stakeholders approved by the Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the ***"Preliminary Design",*** identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner.**

(2) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the Project Team in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Design",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).

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

(4) Final Report: ***"Preliminary Design".*** The **Engineer** will provide, to the Owner, five (5) bound, color copies of the ***"Preliminary Design",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) Coordination with various agencies. The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the Owner has approved the Engineer's final recommendations as shown inthe ***"Preliminary Design"*** 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 Concept Conference (DCC). The Engineer shall coordinate and conduct a design concept conference with the Owner and Project Team. At the DCC, the Engineer will distribute the Project Development Schedule with the Project Team.

(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: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Drainage Design, Roadway 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 QC/QA Program. The Engineer shall monitor and perform the QC/QA. Program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge 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 QC/QA, 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 II - 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 QC/QA Program. The Engineer will monitor and perform the QC/QA 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 II - 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 Ti - 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/reconn/surveying / aerial photography of the **Project.** A summary of the *engineering* activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) Field Survevine 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 reconn/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

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 flowline (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

(viii) *Land Use Planning and Zoning*

(ix) General plan mapping

(x) Zoning mapping

(xi) Demographic mapping

(xii) Economic development

(xiii) Linking to permitting systems

(xiv) Existing aerial photographs and/or mapping *Engineering*

(xv) Storm drain mapping

(xvi) Subdivision mapping

(3) Hydraulic Analysis

(a) The Engineer shall review and comment on the hydraulic analysis for proposed structures utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. .

(4) 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 theproblems 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 Preliminary Engineering Design recommendation regarding the final design of the Project.

(5) Final Report

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

(B) **Final Design.** After the Owner has approved the Engineer's final recommendations as shown in the ***"Preliminary Design"*** 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 facilities,. 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) Roadway Desigp

The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements of the Project. The design of these roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(5) **Plans, Specifications & Estimates**

(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 AUTOCAD 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, , roadway details (as applicable), 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.

(f) 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, 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 Engineer 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.

(e) 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.

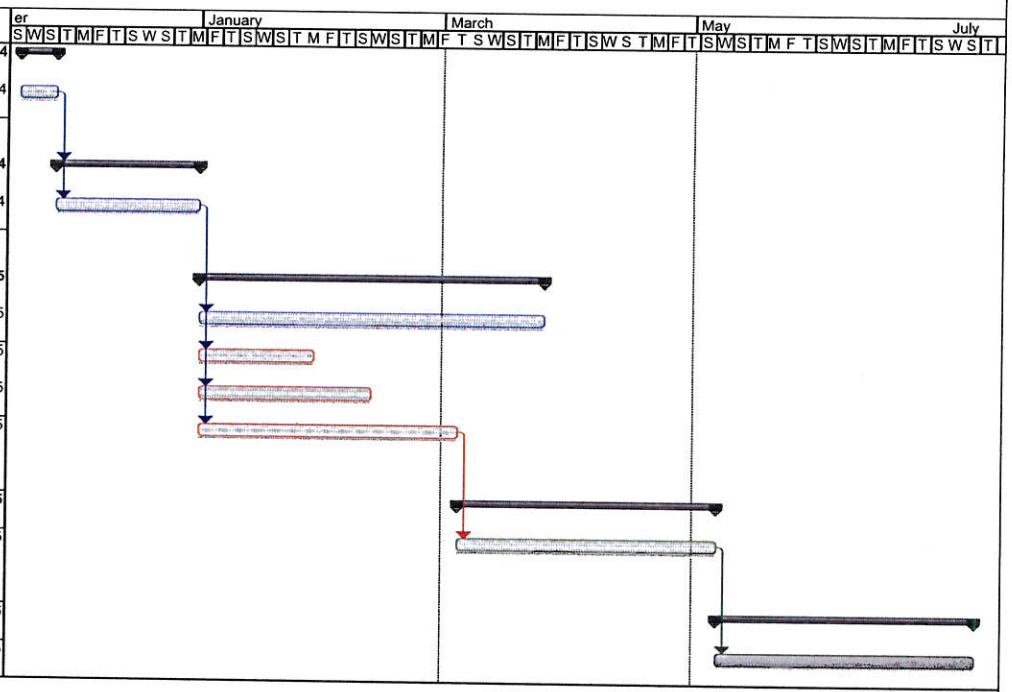
(4) Final Acceptance

(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.

COUNTY OF HIDALGO - PRECINCT NO. 4
KENYAN RD. DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start
1	**Project Start Up**	**7 days**	**Tue 11/18/14**
2	Define Scope of Work and Tasks	7 days	Tue 11/18/14
3			
4	**Survey**	**25 days**	**Thu 11/27/14**
5	Design Topography	25 days	Thu 11/27/14
6			
7	**Preliminary Plans (30% Submittal)**	**60 days**	**Thu 1/1/15**
8	Hydraulics	60 days	Thu 1/1/15
9	Develop Alternatives	20 days	Thu 1/1/15
10	Design Calculations	30 days	Thu 1/1/15
11	Preliminary Plans and Specifications	45 days	Thu 1/1/15
12			
13	**60-90% Submittal of Plans and Specifications**	**45 days**	**Thu 3/5/15**
14	Plans and Specifications	45 days	Thu 3/5/15
15			
16	**100% Submittal**	**45 days**	**Thu 5/7/15**
17	Final Plans & Specifications	45 days	Thu 5/7/15



Date: Wed 11/5/14

Task | Progress | Summary | External Tasks | Split
Split | Milestone | Project Summary | External MileTask

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING LLC

EXHIBIT "D"

ENGINEER'S CONTRACT RATES

HOURLY RATES:

PRINCIPAL	**$**
"PROJECT" MANAGER	**$**
"PROJECT" ENGINEER	**$**
R.P.L.S	**$**
G.P.S. SURVEY CREW	**$**
3 MAN SURVEY CREW	**$**
2 MAN SURVEY CREW	**$**
PARTY CHIEF	**$**
CADD/DESIGNER	**$**
CLERICAL	**$**

LeFEVRE
ENGINEERING &
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612 Nolana, Suite 520
McAllen, Texas 78504
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Texas Registered Engineering Firm F-11722

Exhibit D
Fee Breakdown

	Engineers Opinion of Probable Cost	Engineering Fee (8.0%)	Geotechnical Fee	Survey (2.5%)	Special Services Hydraulic Study for Project Area
Hidalgo County PCT 4 - Kenyon Rd. Drainage Improvements	$ 786,625.00	$ 62,930.00	$ 3,600.00	$ 19,665.63	$ 15,732.50
				TOTAL	$ 888,553.13

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

LeFevre Engineering & Management Consulting, LLC

LABOR:

Job Description	Contract Rate** 2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Engineering											
Principal (QC/QA)	$227.16	$236.25	$245.70	$255.52	$265.75	$276.37	$287.43	$298.93	$310.88	$323.32	$336.25
Project Manager (VIII)	$127.88	$133.00	$138.32	$143.85	$149.60	$155.59	$161.81	$168.28	$175.01	$182.01	$189.29
Project Engineer (III)	$141.38	$147.04	$152.92	$159.03	$165.39	$172.01	$178.89	$186.05	$193.49	$201.23	$209.28
Sr. Engineering Designer	$114.42	$119.00	$123.76	$128.71	$133.86	$139.21	$144.78	$150.57	$156.59	$162.86	$169.37
Sr. CADD Operator	$92.55	$96.25	$100.10	$104.11	$108.27	$112.60	$117.11	$121.79	$126.66	$131.73	$137.00
CADD I Draftsman	$60.58	$63.00	$65.52	$68.14	$70.87	$73.70	$76.65	$79.72	$82.91	$86.22	$89.67
Administrative Assistant	$36.75	$38.22	$39.75	$41.34	$42.99	$44.71	$46.50	$48.36	$50.29	$52.31	$54.40

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

EXHIBIT "D"

Surveyor's Contract Rate Schedule

Rio Grande Valley Surveying

LABOR:

Job Description	Contract Rate** 2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Surveying											
Reg. Public Land Surveyor	$211.07	$219.51	$228.29	$237.43	$246.92	$256.80	$267.07	$277.75	$288.86	$300.42	$312.44
Project Supervisor SIT	$129.85	$135.04	$140.45	$146.06	$151.91	$157.98	$164.30	$170.87	$177.71	$184.82	$192.21
Survey Technician	$101.83	$105.90	$110.14	$114.54	$119.13	$123.89	$128.85	$134.00	$139.36	$144.94	$150.73
Abstractor	$80.00	$83.20	$86.53	$89.99	$93.59	$97.33	$101.23	$105.27	$109.49	$113.86	$118.42
2-man Survey Crew	$160.00	$166.40	$173.06	$179.98	$187.18	$194.66	$202.45	$210.55	$218.97	$227.73	$236.84
3-man Survey Crew	$200.00	$208.00	$216.32	$224.97	$233.97	$243.33	$253.06	$263.19	$273.71	$284.66	$296.05
GPS Survey Crew	$225.00	$234.00	$243.36	$253.09	$263.22	$273.75	$284.70	$296.08	$307.93	$320.25	$333.05

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

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

Millennium Engineers Group, Inc.

LABOR:

Job Description	Contract Rate** 2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Engineering											
Principal Engineer	$145.00	$150.80	$156.83	$163.11	$169.63	$176.41	$183.47	$190.81	$198.44	$206.38	$214.64
Project Manager	$145.00	$150.80	$156.83	$163.11	$169.63	$176.41	$183.47	$190.81	$198.44	$206.38	$214.64
Project Engineer	$115.00	$119.60	$124.38	$129.36	$134.53	$139.92	$145.51	$151.33	$157.39	$163.68	$170.23
Engineering Technician (Soil)	$45.00	$46.80	$48.67	$50.62	$52.64	$54.75	$56.94	$59.22	$61.59	$64.05	$66.61
Engineering Tech. (Concrete)	$50.00	$52.00	$54.08	$56.24	$58.49	$60.83	$63.27	$65.80	$68.43	$71.17	$74.01
Engineering Tech. (Asphalt)	$50.00	$52.00	$54.08	$56.24	$58.49	$60.83	$63.27	$65.80	$68.43	$71.17	$74.01
Sr. Engineering Technician	$54.00	$56.16	$58.41	$60.74	$63.17	$65.70	$68.33	$71.06	$73.90	$76.86	$79.93
Administrative Assistant	$50.00	$52.00	$54.08	$56.24	$58.49	$60.83	$63.27	$65.80	$68.43	$71.17	$74.01

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

EXHIBIT "D"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

The contract rates listed herein are year 2014 unit rates. The unit rates will increase 4% yearly for a maximum of 10 years.

Soils and Aggregate Section

Material Preparation Time (per hour)	$45.00
Atterberg Limits (each test)	70.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	45.00
Moisture Density Relationship	
Standard Proctor (each test)	200.00
Modified Proctor (each test)	215.00
TxDOT Proctor (each test)	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test)	22.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	750.00
Additional Specimens (each specimen)	175.00
Small Moisture Content of Aggregates and Base (each test)	13.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	85.00
pH (each test)	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	500.00
Sulfate Content (each test)	80.00

Hydrometer (each test)	275.00

Bituminous Section

Material Preparation Time (per hour)	$50.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00
Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test)	250.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	45.00
Molding Specimens (per set)	60.00

Concrete Section

Material Preparation Time (per hour)	$50.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	40.00
Strip & Hold Beam (each beam)	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	95.00
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time (per hour)	$54.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.80
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	54.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	70.00
Flagman (per hour)	45.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	45.00
Moisture Content (each test)	13.00
Grout Backfill (per foot)	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

Technician Services

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$45.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs)	54.00
Senior Engineering Technician (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	90.00

Other Services

Vehicle Trip Charge (per trip) (within 25 miles of office).....	$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	54.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 ½" x 11" (per page).....	0.12
8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

Professional Services

Principal Engineer (per hour).....	$145.00
Project Engineer (per hour).....	115.00
Staff Engineer (per hour).....	100.00

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	
Project Management (per hour).....	$70.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.

The contract rates listed herein are year 2014 unit rates. The unit rates will increase 4% yearly for a maximum of 10 years.

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of _____ of the Agreement made by and between _____, hereinafter called the "**Owner**", and _____ hereinafter call the "**Engineer**".

WITNESSETH

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

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

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

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

_____

_____

_____

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

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

ENGINEER:

BY: _____

OWNER:

_____

BY: _____

ATTACHMENTS:

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

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

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 LeFevre Engineering & Management Consulting, LLC (LEMC), professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide a hydraulic study and engineering design services for the design for main trunk storm water line to be located along Kenyan Road, located in Hidalgo County, Texas. The trunk line will be designed to include drainage flows for areas adjacent to Kenyan Road and outfall into an existing drainage system located on the intersection of Kenyan Road and Mile 17½ Road owned and operated by Hidalgo County Drainage System No. 1.

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

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $78,662.50. 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.

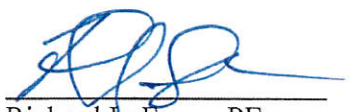
PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by LeFevre Engineering & Management Consulting, LLC. as to content and detail of this Work Authorization No. 1.

BY: _____
Richard LeFevre, PE, President/CEO

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and LeFevre Engineering & Management Consulting, LLC (LEMC) as indicated below and effective as of _____ day of _____ 2014.

THE ENGINEER:



Richard LeFevre, PE
President – LEMC

THE OWNER:

_____
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"

SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT "B"

Generalized Services to be provided by the Engineer

Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 Area Drainage Improvements

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* EXPANDED DESCRIPTION OF SERVICES:

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 Control / Quality Assurance Program	*Basic*
(4) Subcontract Administration	*Basic*
(5) Management / Coordination of Engineering Activities	*Basic*
(6) Implementation of QC/QA Program	*Basic*

(B) Preliminary Engineering

(I) Preliminary Concept Conference	*Basic*
(2) Management / Coordination of Engineering Activities	*Basic*
(3) Implementation of QC/QA Program	*Basic*
(4) Preparation of *"Preliminary Engineering Report"*	*Basic*

(C) Final Design

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

(D) Construction Management

(1) *"Construction 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 Qc/QA Program	*Basic*
(9) Change Orders	*Special*
(10) Final Acceptance, Performance Testing, Shop Drawing Review	*Basic*

Engineering:

II PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Field Surveying & Photogrammetry (if not provided by Owner) *Special*

Engineering:

III PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION	
(A) Preliminary Engineering:	
(1) Preliminary Field Surveying (using Lidar/ provided by Owner)	*Provided by Owner*
(2) Data Collection	*Basic*
(3) Hydraulic. Analysis	*Basic*
(4) Flood Plain Mapping	*Basic*
(5) Alternate Solutions /Recommendations for Final Design	*Basic.*
(6) Final Report — *"Preliminary Engineering Report"*	*Basic*
(B) Final Design:	
(1) Design Field Surveying	*Special*
(2) Geotechnical Investigations and Reports	*Special*
(3) Drainage Design	*Basic*
(4) Roadway Design	*Basic*
(5) 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*
d. Project Engineer -Resident Engineer Services	*Special*
(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 Control / Quality Assurance (QC/QA) 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.

(6) Capital Improvement Program (CIP). If approved by the Owner as Special Services, as outlined in Article 5.2, the Engineer will prepare a CIP based on a conceptual sequence of construction for the Project as identified in the final recommendations shown in the "Preliminary Design" developed by the Engineer under the preliminary engineering activities identified later in this exhibit.

(7) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) Implement QC/QA 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 in the ***"Preliminary Design".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The Engineer shall ***manage*** and coordinate the activities of the

Project Team in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of Project information and status to the **Owner** and Project Team throughout the development of the ***"Preliminary Design".*** Specific ***management*** tasks to be provided by the Engineer will include:

(1) Preliminary Concept Conference. The Engineer will coordinate and conduct a preliminary concept conference (PCC) with the Owner, and, any other stakeholders approved by the Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the ***"Preliminary Design",*** identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner.**

(2) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the Project Team in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Design",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).

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

(4) Final Report: ***"Preliminary Design".*** The **Engineer** will provide, to the Owner, five (5) bound, color copies of the ***"Preliminary Design",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) Coordination with various agencies. The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the Owner has approved the Engineer's final recommendations as shown inthe ***"Preliminary Design"*** 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 Concept Conference (DCC). The Engineer shall coordinate and conduct a design concept conference with the Owner and Project Team. At the DCC, the Engineer will distribute the Project Development Schedule with the Project Team.

(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: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Drainage Design, Roadway 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 QC/QA Program. The Engineer shall monitor and perform the QC/QA. Program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge 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 QC/QA, 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 II - 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 QC/QA Program. The Engineer will monitor and perform the QC/QA 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 II - 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 Ti - 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/reconn/surveying / aerial photography of the **Project.** A summary of the *engineering* activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) Field Survevine 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 reconn/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

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 flowline (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

(viii) *Land Use Planning and Zoning*

(ix) General plan mapping

(x) Zoning mapping

(xi) Demographic mapping

(xii) Economic development

(xiii) Linking to permitting systems

(xiv) Existing aerial photographs and/or mapping *Engineering*

(xv) Storm drain mapping

(xvi) Subdivision mapping

(3) Hydraulic Analysis

(a) The Engineer shall review and comment on the hydraulic analysis for proposed structures utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. .

(4) 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 theproblems 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 Preliminary Engineering Design recommendation regarding the final design of the Project.

(5) Final Report

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

(B) **Final Design.** After the Owner has approved the Engineer's final recommendations as shown in the ***"Preliminary Design"*** 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 facilities,. 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) Roadway Desigp

The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements of the Project. The design of these roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(5) **Plans, Specifications & Estimates**

(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 AUTOCAD 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, , roadway details (as applicable), 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.

(f) 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, 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 Engineer 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.

(e) 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.

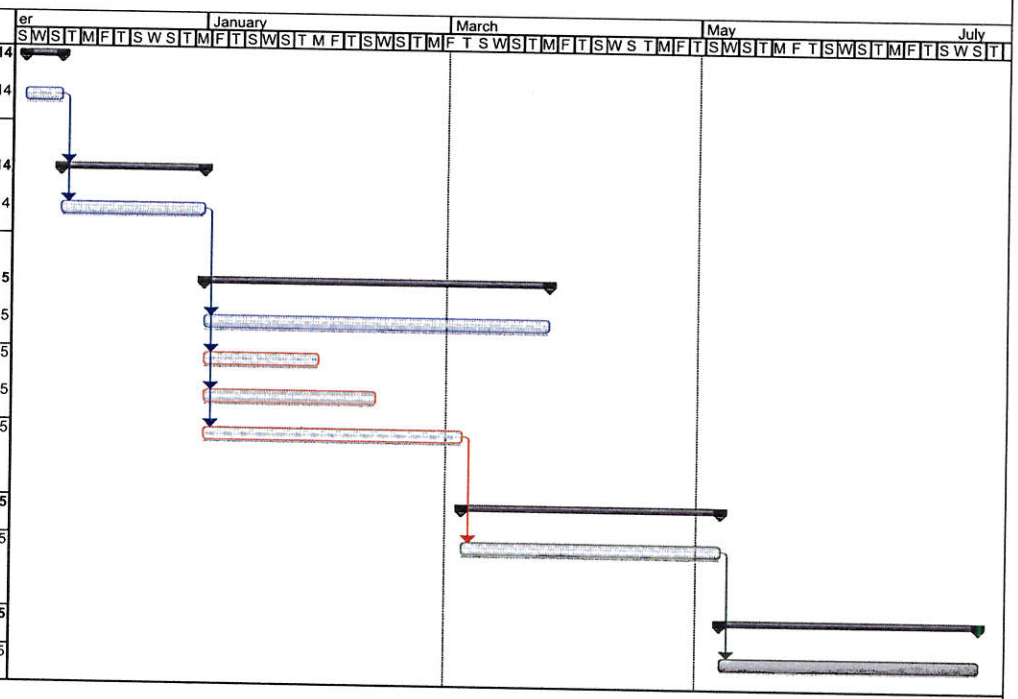
(4) Final Acceptance

(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.

COUNTY OF HIDALGO - PRECINCT NO. 4
KENYAN RD. DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start
1	**Project Start Up**	**7 days**	**Tue 11/18/14**
2	Define Scope of Work and Tasks	7 days	Tue 11/18/14
3			
4	**Survey**	**25 days**	**Thu 11/27/14**
5	Design Topography	25 days	Thu 11/27/14
6			
7	**Preliminary Plans (30% Submittal)**	**60 days**	**Thu 1/1/15**
8	Hydraulics	60 days	Thu 1/1/15
9	Develop Alternatives	20 days	Thu 1/1/15
10	Design Calculations	30 days	Thu 1/1/15
11	Preliminary Plans and Specifications	45 days	Thu 1/1/15
12			
13	**60-90% Submittal of Plans and Specifications**	**45 days**	**Thu 3/5/15**
14	Plans and Specifications	45 days	Thu 3/5/15
15			
16	**100% Submittal**	**45 days**	**Thu 5/7/15**
17	Final Plans & Specifications	45 days	Thu 5/7/15



Date: Wed 11/5/14

Task | Progress | Summary | External Tasks | Split
Split | Milestone | Project Summary | External MileTask

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

LeFevre Engineering & Management Consulting, LLC

LABOR:

Job Description	Contract Rate** 2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Engineering											
Principal (QC/QA)	$227.16	$236.25	$245.70	$255.52	$265.75	$276.37	$287.43	$298.93	$310.88	$323.32	$336.25
Project Manager (VIII)	$127.88	$133.00	$138.32	$143.85	$149.60	$155.59	$161.81	$168.28	$175.01	$182.01	$189.29
Project Engineer (III)	$141.38	$147.04	$152.92	$159.03	$165.39	$172.01	$178.89	$186.05	$193.49	$201.23	$209.28
Sr. Engineering Designer	$114.42	$119.00	$123.76	$128.71	$133.86	$139.21	$144.78	$150.57	$156.59	$162.86	$169.37
Sr. CADD Operator	$92.55	$96.25	$100.10	$104.11	$108.27	$112.60	$117.11	$121.79	$126.66	$131.73	$137.00
CADD I Draftsman	$60.58	$63.00	$65.52	$68.14	$70.87	$73.70	$76.65	$79.72	$82.91	$86.22	$89.67
Administrative Assistant	$36.75	$38.22	$39.75	$41.34	$42.99	$44.71	$46.50	$48.36	$50.29	$52.31	$54.40

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

EXHIBIT "D"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

The contract rates listed herein are year 2014 unit rates. The unit rates will increase 4% yearly for a maximum of 10 years.

Soils and Aggregate Section

Material Preparation Time (per hour)	$45.00
Atterberg Limits (each test)	70.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	45.00
Moisture Density Relationship	
Standard Proctor (each test)	200.00
Modified Proctor (each test)	215.00
TxDOT Proctor (each test)	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test)	22.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	750.00
Additional Specimens (each specimen)	175.00
Small Moisture Content of Aggregates and Base (each test)	13.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	85.00
pH (each test)	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	500.00
Sulfate Content (each test)	80.00

Hydrometer (each test)	275.00

Bituminous Section

Material Preparation Time (per hour)	$50.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00
Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test)	250.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	45.00
Molding Specimens (per set)	60.00

Concrete Section

Material Preparation Time (per hour)	$50.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	40.00
Strip & Hold Beam (each beam)	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	95.00
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time (per hour)	$54.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.80
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	54.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	70.00
Flagman (per hour)	45.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	45.00
Moisture Content (each test)	13.00
Grout Backfill (per foot)	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

Technician Services

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$45.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs)	54.00
Senior Engineering Technician (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	90.00

Other Services

Vehicle Trip Charge (per trip) (within 25 miles of office).....	$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	54.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 ½" x 11" (per page).....	0.12
8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

Professional Services

Principal Engineer (per hour).....	$145.00
Project Engineer (per hour).....	115.00
Staff Engineer (per hour).....	100.00

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	
Project Management (per hour).....	$70.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.

The contract rates listed herein are year 2014 unit rates. The unit rates will increase 4% yearly for a maximum of 10 years.

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 2

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 LeFevre Engineering & Management Consulting, LLC (LEMC), professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for Topographic Survey within the project area.

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

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $19,665.63. 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. 2 shall be funded through funding source:
Account No. _____
Requisition Number_____

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by LeFevre Engineering & Management Consulting, LLC. as to content and detail of this Work Authorization No. 2.

BY: _____
Richard LeFevre, PE, President/CEO

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and LeFevre Engineering & Management Consulting, LLC (LEMC) as indicated below and effective as of _____ day of _____ 2014.

THE ENGINEER:

_____
Richard LeFevre, PE
President – LEMC

THE OWNER:

_____
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"

SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT "B"

Generalized Services to be provided by the Engineer

Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 Area Drainage Improvements

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* EXPANDED DESCRIPTION OF SERVICES:

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 Control / Quality Assurance Program	*Basic*
(4) Subcontract Administration	*Basic*
(5) Management / Coordination of Engineering Activities	*Basic*
(6) Implementation of QC/QA Program	*Basic*
(B) Preliminary Engineering	
(I) Preliminary Concept Conference	*Basic*
(2) Management / Coordination of Engineering Activities	*Basic*
(3) Implementation of QC/QA Program	*Basic*
(4) Preparation of *"Preliminary Engineering Report"*	*Basic*
(C) Final Design	
(1) *"Design Policy & Procedures Manual"*	*Basic*
(2) Design Concept Conference	*Basic*
(3) Management / Coordination of Engineering Activities	*Bask*
(4) Implementation of QC/QA Program	*Basic*
(D) Construction Management	
(1) *"Construction 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 Qc/QA Program	*Basic*
(9) Change Orders	*Special*
(10) Final Acceptance, Performance Testing, Shop Drawing Review	*Basic*

Engineering:

II PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Field Surveying & Photogrammetry (if not provided by Owner) *Special*

Engineering:

III PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION	
(A) Preliminary Engineering:	
(1) Preliminary Field Surveying (using Lidar/ provided by Owner)	*Provided by Owner*
(2) Data Collection	*Basic*
(3) Hydraulic. Analysis	*Basic*
(4) Flood Plain Mapping	*Basic*
(5) Alternate Solutions /Recommendations for Final Design	*Basic.*
(6) Final Report — *"Preliminary Engineering Report"*	*Basic*
(B) Final Design:	
(1) Design Field Surveying	*Special*
(2) Geotechnical Investigations and Reports	*Special*
(3) Drainage Design	*Basic*
(4) Roadway Design	*Basic*
(5) 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*
d. Project Engineer -Resident Engineer Services	*Special*
(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 Control / Quality Assurance (QC/QA) 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.

(6) Capital Improvement Program (CIP). If approved by the Owner as Special Services, as outlined in Article 5.2, the Engineer will prepare a CIP based on a conceptual sequence of construction for the Project as identified in the final recommendations shown in the "Preliminary Design" developed by the Engineer under the preliminary engineering activities identified later in this exhibit.

(7) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) Implement QC/QA 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 in the ***"Preliminary Design".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The Engineer shall ***manage*** and coordinate the activities of the

Project Team in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of Project information and status to the **Owner** and Project Team throughout the development of the ***"Preliminary Design".*** Specific ***management*** tasks to be provided by the Engineer will include:

(1) Preliminary Concept Conference. The Engineer will coordinate and conduct a preliminary concept conference (PCC) with the Owner, and, any other stakeholders approved by the Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the ***"Preliminary Design",*** identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner.**

(2) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the Project Team in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Design",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).

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

(4) Final Report: ***"Preliminary Design".*** The **Engineer** will provide, to the Owner, five (5) bound, color copies of the ***"Preliminary Design",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) Coordination with various agencies. The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the Owner has approved the Engineer's final recommendations as shown inthe ***"Preliminary Design"*** 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 Concept Conference (DCC). The Engineer shall coordinate and conduct a design concept conference with the Owner and Project Team. At the DCC, the Engineer will distribute the Project Development Schedule with the Project Team.

(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: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Drainage Design, Roadway 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 QC/QA Program. The Engineer shall monitor and perform the QC/QA. Program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge 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 QC/QA, 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 II - 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 QC/QA Program. The Engineer will monitor and perform the QC/QA 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 II - 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 Ti - 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/reconn/surveying / aerial photography of the **Project.** A summary of the *engineering* activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) Field Survevine 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 reconn/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

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 flowline (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

(viii) *Land Use Planning and Zoning*

(ix) General plan mapping

(x) Zoning mapping

(xi) Demographic mapping

(xii) Economic development

(xiii) Linking to permitting systems

(xiv) Existing aerial photographs and/or mapping *Engineering*

(xv) Storm drain mapping

(xvi) Subdivision mapping

(3) Hydraulic Analysis

(a) The Engineer shall review and comment on the hydraulic analysis for proposed structures utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. .

(4) 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 theproblems 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 Preliminary Engineering Design recommendation regarding the final design of the Project.

(5) Final Report

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

(B) **Final Design.** After the Owner has approved the Engineer's final recommendations as shown in the ***"Preliminary Design"*** 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 facilities,. 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) Roadway Desigp
The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements of the Project. The design of these roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(5) **Plans, Specifications & Estimates**

(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 AUTOCAD 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, , roadway details (as applicable), 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.

(f) 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, 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 Engineer 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.

(e) 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.

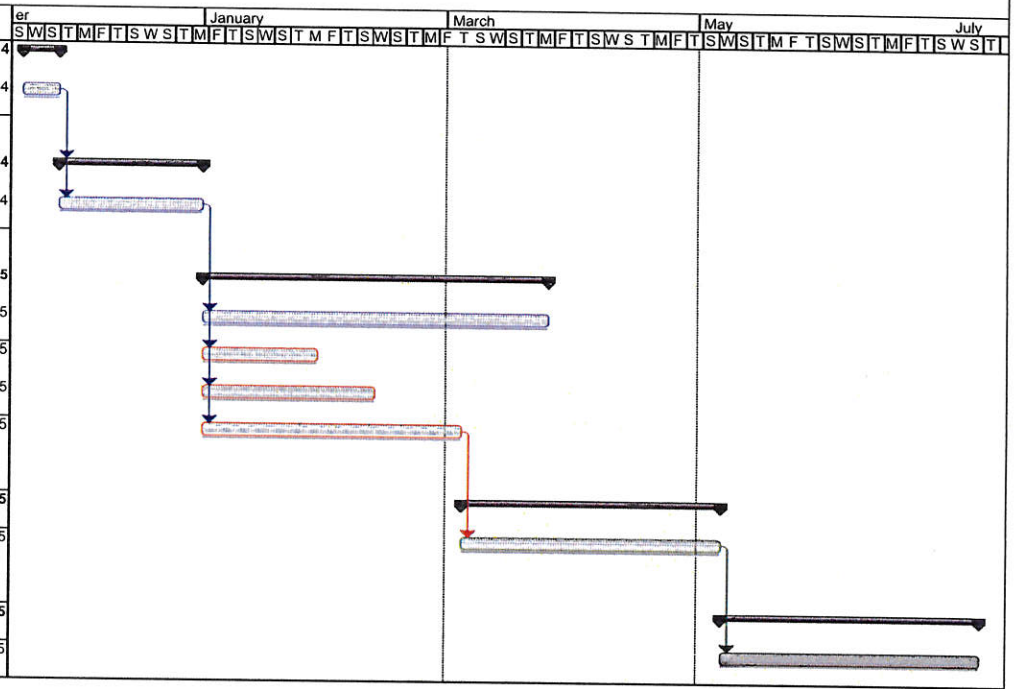
(4) Final Acceptance

(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.

COUNTY OF HIDALGO - PRECINCT NO. 4
KENYAN RD. DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start
1	**Project Start Up**	**7 days**	**Tue 11/18/14**
2	Define Scope of Work and Tasks	7 days	Tue 11/18/14
3			
4	**Survey**	**25 days**	**Thu 11/27/14**
5	Design Topography	25 days	Thu 11/27/14
6			
7	**Preliminary Plans (30% Submittal)**	**60 days**	**Thu 1/1/15**
8	Hydraulics	60 days	Thu 1/1/15
9	Develop Alternatives	20 days	Thu 1/1/15
10	Design Calculations	30 days	Thu 1/1/15
11	Preliminary Plans and Specifications	45 days	Thu 1/1/15
12			
13	**60-90% Submittal of Plans and Specifications**	**45 days**	**Thu 3/5/15**
14	Plans and Specifications	45 days	Thu 3/5/15
15			
16	**100% Submittal**	**45 days**	**Thu 5/7/15**
17	Final Plans & Specifications	45 days	Thu 5/7/15



Date: Wed 11/5/14

Task — Progress — Summary — External Tasks — Split
Split — Milestone — Project Summary — External MileTask

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING LLC

EXHIBIT "D"

Surveyor's Contract Rate Schedule

Rio Grande Valley Surveying

LABOR:

Job Description	Contract Rate** 2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Surveying											
Reg. Public Land Surveyor	$211.07	$219.51	$228.29	$237.43	$246.92	$256.80	$267.07	$277.75	$288.86	$300.42	$312.44
Project Supervisor SIT	$129.85	$135.04	$140.45	$146.06	$151.91	$157.98	$164.30	$170.87	$177.71	$184.82	$192.21
Survey Technician	$101.83	$105.90	$110.14	$114.54	$119.13	$123.89	$128.85	$134.00	$139.36	$144.94	$150.73
Abstractor	$80.00	$83.20	$86.53	$89.99	$93.59	$97.33	$101.23	$105.27	$109.49	$113.86	$118.42
2-man Survey Crew	$160.00	$166.40	$173.06	$179.98	$187.18	$194.66	$202.45	$210.55	$218.97	$227.73	$236.84
3-man Survey Crew	$200.00	$208.00	$216.32	$224.97	$233.97	$243.33	$253.06	$263.19	$273.71	$284.66	$296.05
GPS Survey Crew	$225.00	$234.00	$243.36	$253.09	$263.22	$273.75	$284.70	$296.08	$307.93	$320.25	$333.05

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

RIO GRANDE VALLEY SURVEYING

P.O. Box 991
Rio Hondo, Texas 78583
956-466-8083

October 25, 2014

Mr. Richard LeFevre, PE
612 Nolana, Suite 520
McAllen, Texas 78504

Dear Mr. LeFevre,

Rio Grande Valley Surveying, is pleased to offer its' surveying service for topographic map of Kenyon Road Drainage Project. The survey will include the area ROW to ROW along Kenyon Road from Mile 17.5 to 400 feet south of Mustang Street. The survey will include all above ground improvements, horizontal and vertical control based on State Plane Coordinates and GPS derived elevations, and any utility information readily available.

The cost for this survey will be: **$19,665.63**

If this is acceptable, please sign below and return to our office by email at sid@rgvsurvey.com.

Thank you,

Sid Rouch, RPLS

Accepted:

Signed

Project Engineer
Name/Title

11-5-14
Date

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 3

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 LeFevre Engineering & Management Consulting, LLC (LEMC), professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for Geotechnical Services for the project area.

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

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $3,600.00. 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. 3 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 LeFevre Engineering & Management Consulting, LLC. as to content and detail of this Work Authorization No. 3.

BY: _____

Richard LeFevre, PE, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and LeFevre Engineering & Management Consulting, LLC (LEMC) as indicated below and effective as of _____ day of _____ 2014.

THE ENGINEER:

_____

Richard LeFevre, PE
President – LEMC

THE OWNER:

_____

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"

SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT "B"

Generalized Services to be provided by the Engineer

Pct. 4 Rural Drainage Kenyon / Mile 17 1/2 Area Drainage Improvements

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* EXPANDED DESCRIPTION OF SERVICES:

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 Control / Quality Assurance Program	*Basic*
(4) Subcontract Administration	*Basic*
(5) Management / Coordination of Engineering Activities	*Basic*
(6) Implementation of QC/QA Program	*Basic*

(B) Preliminary Engineering

(I) Preliminary Concept Conference	*Basic*
(2) Management / Coordination of Engineering Activities	*Basic*
(3) Implementation of QC/QA Program	*Basic*
(4) Preparation of *"Preliminary Engineering Report"*	*Basic*

(C) Final Design

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

(D) Construction Management

(1) *"Construction 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 Qc/QA Program	*Basic*
(9) Change Orders	*Special*
(10) Final Acceptance, Performance Testing, Shop Drawing Review	*Basic*

Engineering:

II PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Field Surveying & Photogrammetry (if not provided by Owner)	*Special*

Engineering:

III PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION	
(A) Preliminary Engineering:	
(1) Preliminary Field Surveying (using Lidar/ provided by Owner)	*Provided by Owner*
(2) Data Collection	*Basic*
(3) Hydraulic. Analysis	*Basic*
(4) Flood Plain Mapping	*Basic*
(5) Alternate Solutions /Recommendations for Final Design	*Basic.*
(6) Final Report — *"Preliminary Engineering Report"*	*Basic*
(B) Final Design:	
(1) Design Field Surveying	*Special*
(2) Geotechnical Investigations and Reports	*Special*
(3) Drainage Design	*Basic*
(4) Roadway Design	*Basic*
(5) 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*
d. Project Engineer -Resident Engineer Services	*Special*
(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 Control / Quality Assurance (QC/QA) 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.

(6) Capital Improvement Program (CIP). If approved by the Owner as Special Services, as outlined in Article 5.2, the Engineer will prepare a CIP based on a conceptual sequence of construction for the Project as identified in the final recommendations shown in the "Preliminary Design" developed by the Engineer under the preliminary engineering activities identified later in this exhibit.

(7) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) Implement QC/QA 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 in the ***"Preliminary Design".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The Engineer shall ***manage*** and coordinate the activities of the

Project Team in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of Project information and status to the **Owner** and Project Team throughout the development of the ***"Preliminary Design".*** Specific ***management*** tasks to be provided by the Engineer will include:

(1) Preliminary Concept Conference. The Engineer will coordinate and conduct a preliminary concept conference (PCC) with the Owner, and, any other stakeholders approved by the Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the ***"Preliminary Design",*** identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner.**

(2) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the Project Team in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Design",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).

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

(4) Final Report: ***"Preliminary Design".*** The **Engineer** will provide, to the Owner, five (5) bound, color copies of the ***"Preliminary Design",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) Coordination with various agencies. The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the Owner has approved the Engineer's final recommendations as shown inthe ***"Preliminary Design"*** 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 Concept Conference (DCC). The Engineer shall coordinate and conduct a design concept conference with the Owner and Project Team. At the DCC, the Engineer will distribute the Project Development Schedule with the Project Team.

(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: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Drainage Design, Roadway 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 QC/QA Program. The Engineer shall monitor and perform the QC/QA. Program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge 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 QC/QA, 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 II - 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 QC/QA Program. The Engineer will monitor and perform the QC/QA 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 II - 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 Ti - 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/reconn/surveying / aerial photography of the **Project.** A summary of the *engineering* activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) Field Survevine 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 reconn/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

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 flowline (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

(viii) *Land Use Planning and Zoning*

(ix) General plan mapping

(x) Zoning mapping

(xi) Demographic mapping

(xii) Economic development

(xiii) Linking to permitting systems

(xiv) Existing aerial photographs and/or mapping *Engineering*

(xv) Storm drain mapping

(xvi) Subdivision mapping

(3) Hydraulic Analysis

(a) The Engineer shall review and comment on the hydraulic analysis for proposed structures utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. .

(4) 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 theproblems 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 Preliminary Engineering Design recommendation regarding the final design of the Project.

(5) Final Report

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

(B) **Final Design.** After the Owner has approved the Engineer's final recommendations as shown in the ***"Preliminary Design"*** 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 facilities,. 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) Roadway Desigp

The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements of the Project. The design of these roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(5) **Plans, Specifications & Estimates**

(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 AUTOCAD 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, , roadway details (as applicable), 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.

(f) 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, 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 Engineer 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.

(e) 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.

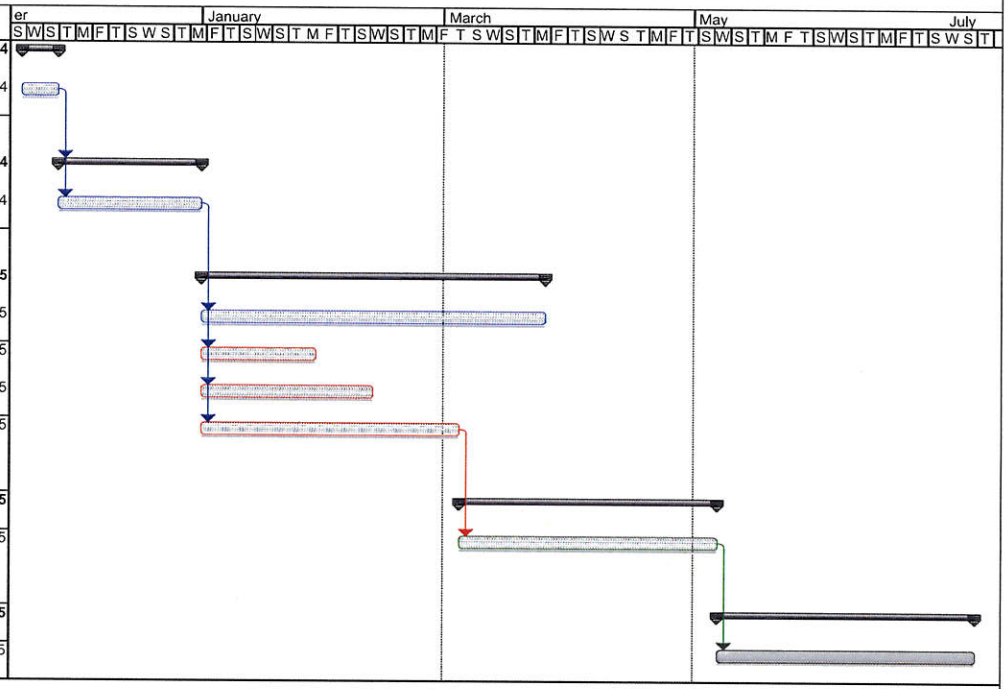
(4) Final Acceptance

(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.

COUNTY OF HIDALGO - PRECINCT NO. 4
KENYAN RD. DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start
1	**Project Start Up**	**7 days**	**Tue 11/18/14**
2	Define Scope of Work and Tasks	7 days	Tue 11/18/14
3			
4	**Survey**	**25 days**	**Thu 11/27/14**
5	Design Topography	25 days	Thu 11/27/14
6			
7	**Preliminary Plans (30% Submittal)**	**60 days**	**Thu 1/1/15**
8	Hydraulics	60 days	Thu 1/1/15
9	Develop Alternatives	20 days	Thu 1/1/15
10	Design Calculations	30 days	Thu 1/1/15
11	Preliminary Plans and Specifications	45 days	Thu 1/1/15
12			
13	**60-90% Submittal of Plans and Specifications**	**45 days**	**Thu 3/5/15**
14	Plans and Specifications	45 days	Thu 3/5/15
15			
16	**100% Submittal**	**45 days**	**Thu 5/7/15**
17	Final Plans & Specifications	45 days	Thu 5/7/15



Date: Wed 11/5/14

Task — Progress — Summary — External Tasks — Split
Split — Milestone — Project Summary — External MileTask

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

Millennium Engineers Group, Inc.

LABOR:

Job Description	Contract Rate** 2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Engineering											
Principal Engineer	$145.00	$150.80	$156.83	$163.11	$169.63	$176.41	$183.47	$190.81	$198.44	$206.38	$214.64
Project Manager	$145.00	$150.80	$156.83	$163.11	$169.63	$176.41	$183.47	$190.81	$198.44	$206.38	$214.64
Project Engineer	$115.00	$119.60	$124.38	$129.36	$134.53	$139.92	$145.51	$151.33	$157.39	$163.68	$170.23
Engineering Technician (Soil)	$45.00	$46.80	$48.67	$50.62	$52.64	$54.75	$56.94	$59.22	$61.59	$64.05	$66.61
Engineering Tech. (Concrete)	$50.00	$52.00	$54.08	$56.24	$58.49	$60.83	$63.27	$65.80	$68.43	$71.17	$74.01
Engineering Tech. (Asphalt)	$50.00	$52.00	$54.08	$56.24	$58.49	$60.83	$63.27	$65.80	$68.43	$71.17	$74.01
Sr. Engineering Technician	$54.00	$56.16	$58.41	$60.74	$63.17	$65.70	$68.33	$71.06	$73.90	$76.86	$79.93
Administrative Assistant	$50.00	$52.00	$54.08	$56.24	$58.49	$60.83	$63.27	$65.80	$68.43	$71.17	$74.01

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

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Noe Saldivar

Hidalgo County Drainage District 1

FROM: Javier Gutierrez

SUBJECT: FM495 Drain - Trenton Road Field Crossing

PROJECT NO.: ENG99.003

DATE: October 31, 2014

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

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
XX CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER: Drainage Statement
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Change Order #2

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
OCT 31 2014
10:51 AM PM
BY: Joey Garza

COMMENTS:

Copy Distribution: file

Received by:

130 East Park Avenue - Pharr, Texas 78577 - Phone: (956) 782-2557 - Fax: (956) 782-2558 - Email: office@rgec.net

CHANGE ORDER NUMBER TWO (2)

PROJECT: FM495 Drain - Trenton Road Field Crossing

DATE OF ISSUANCE: _____ **EFFECTIVE DATE:** _____

OWNER: Hidalgo County Drainge District No. 1

CONTRACTOR: GP7 Construction, Inc.
304 Palo Verde
Brownsville, TX 78521

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Remove 40 LF PVC Pipe (18") (Sch 40)

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
OCT 31 2014
10:51 AM PM
BY: Yes. Rosalee

Reason:

1. Field drain eliminated in the field

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 176,156.50		Original Contract Time for Substantial Completion:	60 calendar days or dates
Net Changes from previous Change Order $ 2,996.00		Net change from previous Change Orders	13 calendar days
Contract Price prior to this Change Order $ 179,152.50		Contract Time prior to this Change Order Substantial Completion:	73 calendar days or dates
Net Increase (decrease) of this Change Order $ (2,000.00)		Net Increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 177,152.50	Net % increase (decrease) from original contract price. 0.60 %	Contract Time with all approved Change Orders Substantial Completion:	73 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 10/31/14

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 10/30/14

CHANGE ORDER NO. 2 TABULATION

FM495 Drain - Trenton Road Field Crossing

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
					DRAINAGE CONSTRUCTION							
1	1,394.00	1394.00	1394.00	CY	Excavation (Channel)	4.00	4.00	$ 5,576.00	$ -	$ 5,576.00	$ -	$ 5,576.00
2	1,819.00	1819.00	1819.00	CY	Embankment (Final) (Dens. Cont.) (Ty D)	4.00	4.00	$ 7,276.00	$ -	$ 7,276.00	$ -	$ 7,276.00
3	2,807.00	2807.00	2807.00	SY	Cellulose Fiber Mulch Seeding (Permanent) (Rural) (Clay)	2.00	2.00	$ 5,614.00	$ -	$ 5,614.00	$ -	$ 5,614.00
4	31.10	31.10	31.10	MG	Vegetative Watering	25.00	25.00	$ 777.50	$ -	$ 777.50	$ -	$ 777.50
5	121.00	187.00	187.00	CY	Cement Stabilized Backfill	50.00	50.00	$ 6,050.00	$ 3,300.00	$ 9,350.00	$ -	$ 9,350.00
6	284.00	244.00	244.00	LF	Trench Excavation Protection	10.00	10.00	$ 2,840.00	$ (400.00)	$ 2,440.00	$ -	$ 2,440.00
7	2.00	2.00	2.00	EA	Concrete (Abutment Cap)	6,500.00	6,500.00	$ 13,000.00	$ -	$ 13,000.00	$ -	$ 13,000.00
8	69.00	86.00	86.00	CY	Concrete Riprap (CL B) (5")	400.00	400.00	$ 27,600.00	$ 6,800.00	$ 34,400.00	$ -	$ 34,400.00
9	192.00	192.00	192.00	LF	Reinforced Concrete Pipe (72-IN) (CL III) (SPL)	235.00	235.00	$ 45,120.00	$ -	$ 45,120.00	$ -	$ 45,120.00
10	1.00	0.00	0.00	EA	Field Drain (Complete) (Grate Inlet)	2,000.00	2,000.00	$ 2,000.00	$ (2,000.00)	$ -	$ -	$ -
11	33.00	33.00	33.00	LF	PVC Pipe (12") (Sch 40)	45.00	45.00	$ 1,485.00	$ -	$ 1,485.00	$ -	$ 1,485.00
12	40.00	40.00	0.00	LF	PVC Pipe (18") (Sch 40)	50.00	50.00	$ 2,000.00	$ -	$ 2,000.00	$ (2,000.00)	$ -
13	26.00	26.00	26.00	LF	PVC Pipe (24") (Sch 40)	60.00	60.00	$ 1,560.00	$ -	$ 1,560.00	$ -	$ 1,560.00
14	308.00	80.00	80.00	LF	Remove Structures (36-IN Diversion Pipe)	10.00	10.00	$ 3,080.00	$ (2,280.00)	$ 800.00	$ -	$ 800.00
15	2.00	2.00	2.00	MO	Barricades, Signs and Traffic Handling	2,000.00	2,000.00	$ 4,000.00	$ -	$ 4,000.00	$ -	$ 4,000.00
16	156.00	156.00	156.00	SY	Construction Exit (Ty II) (Install)	20.00	20.00	$ 3,120.00	$ -	$ 3,120.00	$ -	$ 3,120.00
17	156.00	156.00	156.00	SY	Construction Exit (Ty II) (Remove)	10.00	10.00	$ 1,560.00	$ -	$ 1,560.00	$ -	$ 1,560.00
18	1,004.00	352.00	352.00	LF	Temporary Sediment Control Fence	2.00	2.00	$ 2,008.00	$ (1,304.00)	$ 704.00	$ -	$ 704.00
19	64.00	64.00	64.00	LF	RC Low Head Pressure Pipe (CL III) (15")	40.00	40.00	$ 2,560.00	$ -	$ 2,560.00	$ -	$ 2,560.00
20	2.00	2.00	2.00	EA	Irrigation Valve	10,000.00	10,000.00	$ 20,000.00	$ -	$ 20,000.00	$ -	$ 20,000.00
21	81.00	81.00	81.00	LF	Pressure Irrigation PVC Pipe (15")	50.00	50.00	$ 4,050.00	$ -	$ 4,050.00	$ -	$ 4,050.00
22	64.00	64.00	64.00	LF	Steel Pipe (24") (Casing)	40.00	40.00	$ 2,560.00	$ -	$ 2,560.00	$ -	$ 2,560.00
23	308.00	280.00	280.00	LF	36-IN Diversion Pipe	40.00	40.00	$ 12,320.00	$ (1,120.00)	$ 11,200.00	$ -	$ 11,200.00
					Total Drainage Construction			**$ 176,156.50**	**$ 2,996.00**	**$ 179,152.50**	**$ (2,000.00)**	**$ 177,152.50**

TOTAL CONTRACT AMOUNTS								**$ 176,156.50**	**$ 2,996.00**	**$ 179,152.50**	**$ (2,000.00)**	**$ 177,152.50**

10/31/2014
10:05 AM

AI-47275 **8.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to process payment of two (2) claims to Neuhaus & Co:
A. PO#622836 in the amount of $801.24 for purchase of incorrect filters
B. PO#622060 in the amount of $535.50 for increase to repairs of herbicide rig

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/05/2014 11:31 AM
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Sylvia Sanchez Started On: 11/05/2014 08:35 AM

Final Approval Date: 11/07/2014

AI-47290 **9.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted For: Lora Briones and Financial Advisor Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to select a Bond Underwriter for the District's 2014 Refunding Bond Series from a list of underwriters provided by the Financial Advisor.

BACKGROUND

Attachments

UnderWriter List Provided by FA

J. Ramirez_Bond Counsel Ltr.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/07/2014 09:15 AM
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Lora Briones Started On: 11/05/2014 02:18 PM

Final Approval Date: 11/07/2014

AI-47290

List of under writers provided by HCDD#1 Financial Advisor:

1. SAMCO
2. Raymond James
3. RBC Capital Markets
4. BOSC
5. BLNS Securities

THE J. RAMIREZ LAW FIRM

Attorneys at Law

Jesus Ramirez Ebony Park, Suite B *Robert Schell*

700 N. Veterans Blvd.

P.O. Box 181

San Juan, Texas 78589

Phone: (956) 502-5424 Fax: (956) 502-5007

Writer's e-mail address: jramirez@rg-legal.com

Date: November 5, 2014
To: Ms. Lora Briones
Hidalgo County Drainage District No. 2
From: Chuy Ramirez
Re: Engaging an Investment Banker to Serve as Underwriter

Q. Is the Hidalgo County Drainage District required to comply with any procurement statute in procuring the services of an underwriter to underwrite its Series 2014 Refunding Bonds?

A. No. An underwriter is an investment banking firm which contracts with a bond issuer for the purpose of creating a market for the issuer's bonds. In its contract, the underwriter agrees to purchase the bonds and assures the issuer that whatever bonds it does not sell, it will purchase. Hence, the underwriter performs as an independent contractor who performs a specific service of creating a market for the issuers' bonds.

Discussion

State law prohibits a County from entering a contract for an amount in excess of $50,000 without complying with certain procurement requirements. The Professional Services Procurement Act, chapter 2254, subchapter A of the Government Code (the "Professional Services Act"), prohibits a governmental entity from selecting a provider of professional services

or awarding a contract for professional services on the basis of competitive bids. *See* TEX GOV'T CODE ANN. § 2254.003 (Vernon 2000); *see also id*. § 2254.002(2) (defining "professional services"). Section 2254.003 requires that such professional service providers be selected and the contracts for such services be awarded "on the basis of demonstrated competence and qualifications to perform the services" and "for a fair and reasonable price." *Id.* § 2254.003(a)(1)-(2).

Section 2254.003 *does not mandate any particular selection process*. Section 2254.004 sets forth additional procedures that a governmental entity must follow in procuring *three of the nine expressly listed types of professional services*: architectural, engineering, or land surveying services. *See id.* §§ 2254.002(2), .004(a). The governmental entity must select the most highly qualified service provider and then attempt to negotiate with that provider a fair and reasonably priced contract. *Id.* § 2254.004(a)(1)-(2). If a satisfactory contract cannot be negotiated with the most highly qualified provider, the governmental entity must terminate negotiations with that provider and select and negotiate with the next most highly qualified provider. *See id.* §§ 2254.004(b)(1)-(3). The governmental entity must repeat the process "until a contract is entered into." *Id.* § 2254.004(c).

There is no specific procedure set out for *providers of investment banking services*.

The Texas Attorney General has opined that under the Professional Services Act, a *financial consultant* may, but is not required to, be selected through a request for qualifications or similar competitive process. A reasonable way to assure that such service providers are selected on the basis of demonstrated competence and qualification to perform the services, is through a request for qualifications or similar competitive process. However, in our experience, we have learned that an issuer's financial advisor, if highly experienced with transacting securities with other investment bankers, can recommend highly qualified and competent firms. Since the negotiation procedure of section 2254.004 of the Professional Services Act applies only to architectural, engineering, or land surveying services, those procedures are not required when contracting with a financial consultant.

AI-47317 **10.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue manual payment on the following items after review and audit procedures have been completed:

A. Retainage Release in the amount of $38,583.84 for Texas Cordia Construction, LLC for Construction Project no. HCDD1-13-014-11-26 Alamo Expressway Drain/Border Crossing Improvements.

B. Application for Payment No. 3 in the amount of $54,978.87 from GP7 Construction, Inc. for Construction Project no. HCDD1-13-021-04-29A.

BACKGROUND

Attachments

GP7-PMT#3

TxCordia-Retainage Release-Alamo Exp./Border Crossings

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/06/2014 02:39 PM
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Claudette Guerrero Started On: 11/06/2014 01:57 PM

Final Approval Date: 11/07/2014

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Claudette Guerrero

Hidalgo County Drainage District 1

FROM: Javier Gutierrez

SUBJECT: FM495 Drain - Trenton Road Field Crossing

PROJECT NO.: ENG99.003

DATE: October 6, 2014

WE ARE SENDING YOU	ATTACHED	UNDER SEPARATE COVER VIA	Hand Delivery	THE FOLLOWING ITEMS:
___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD	
X CHANGE ORDER	___ SAMPLES	x PAYMENT REQUEST	___ OTHER:	
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE	

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Change Order #1 (final quantity adjustments)
1		Payment Request #3 (with backup documentation)
1		Payment Request - Final (with backup documentation)
		#4

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
OCT 06 2014
4:16 AM (PM)
BY: Rosa Arce

Copy Distribution: file

Received by:

130 East Park Avenue - Pharr, Texas 78577 - Phone: (956) 782-2557 - Fax: (956) 782-2558 - Email: office@rgec.net

APPLICATION FOR PMT #3

To: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (OWNER)
From: GP7 Construction, Inc. (CONTRACTOR)
Contract: HCDD1-13-021-04-29A
Project: FM495 Drain - Trenton Road Field Crossing
OWNER's Contract No. HCDD1-13-021-04-29A ENGINEER's Project No.: ENG99.003
For Work accomplished through the date of: August 30, 2014

1. Original Contract Price:			$ 176,156.50
2. Net change by Change Orders and Written Agreements (+ or -):			$ 2,996.00
3. Current Contract Price (1 plus 2):			$ 179,152.50
4. Total completed and stored to date: **100.00%**			$ 179,152.50
5. Retainage (per Agreement):			
5% of completed Work:	$ 8,957.63		
5% of stored material:	$ -		
Total Retainage:			$ 8,957.63
6. Total completed and stored to date less retainage (4 minus 5):			$ 170,194.87
7. Less previous Application for Payments:			$ (113,316.00)
8. Balance to Finish:			$ -
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):			**$ 56,878.87**

Accompanying Documentation:

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

Dated September 10, 2014
GP7 Construction, Inc.
CONTRACTOR
By: _____

State of Texas
County of Cameron
Subscribed and sworn to before me this 12th
day of September 2014

_____
Notary Public
My Commission expires: 4-4-17

NOTARY PUBLIC
MARY P PARRA
My Commission Expires
April 4, 2017

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-16-14
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: _____, P.E.

Schedule of Values

Contractor Name: GP7 Construction, Inc.
Starting Date: June 9, 2014
Project Ending Date: August 20, 2014
Retainage Percent: 5%

Application: PMT #3
Application Date: September 10, 2014
Period To: August 30, 2014
Engineer Firm R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCDD1-13-021-04-29A	FM495 Drain - Trenton Road Field Crossing	$ 176,156.50	$ 179,152.50	$ 44,854.00	$ 2,242.70	$ 42,611.30	$ 74,426.00	$ 3,721.30	$ 70,704.50	$ 59,872.50	$ 2,993.63	$ 56,878.87	$ 179,152.50	$ 8,957.63	$ 170,194.87	$ 113,316.00	$ -
	TOTALS:	**$ 176,156.50**	**$ 179,152.50**	**$ 44,854.00**	**$ 2,242.70**	**$ 42,611.30**	**$ 74,426.00**	**$ 3,721.30**	**$ 70,704.50**	**$ 59,872.50**	**$ 2,993.63**	**$ 56,878.87**	**$ 179,152.50**	**$ 8,957.63**	**$ 170,194.87**	**$ 113,316.00**	**$ -**

Contractor Name: GP7 Construction, Inc.
Starting Date: June 9, 2014
Project Ending Date: August 20, 2014
Engineer's / County Project Desc: FM495 Drain - Trenton Road Field Crossing

Application: PMT #3
Application Date: September 10, 2014
Period To: August 30, 2014
Engineer's / County Project No.: ENG99.003

				Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Application #2			Application #3				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1	402	Excavation (Channel)	CY	$ 4.00	1,394.00	$ 5,576.00	$ 4.00	1,394.00	$ 5,576.00	570.00	570.00	$ 2,280.00		570.00	$ -	824.00	1,394.00	$ 3,296.00	$ 5,576.00	0.00	$ -
2	432	Embankment (Final) (Dens. Cont.) (Ty D)	CY	$ 4.00	1,819.00	$ 7,276.00	$ 4.00	1,819.00	$ 7,276.00	1,350.00	1,350.00	$ 5,400.00	469.00	1,819.00	$ 1,876.00		1,819.00	$ -	$ 7,276.00	0.00	$ -
3	464	Cellulose Fiber Mulch Seeding (Permanent) (Rural) (Clay)	SY	$ 2.00	2,807.00	$ 5,614.00	$ 2.00	2,807.00	$ 5,614.00		-	$ -		-	$ -	2,807.00	2,807.00	$ 5,614.00	$ 5,614.00	0.00	$ -
4	464	Vegetative Watering	MG	$ 25.00	31.10	$ 777.50	$ 25.00	31.10	$ 777.50		-	$ -		-	$ -	31.10	31.10	$ 777.50	$ 777.50	0.00	$ -
5	464	Cement Stabilized Backfill	CY	$ 50.00	121.00	$ 6,050.00	$ 50.00	187.00	$ 9,350.00	75.00	75.00	$ 3,750.00	46.00	121.00	$ 2,300.00	66.00	187.00	$ 3,300.00	$ 9,350.00	0.00	$ -
6	465	Trench Excavation Protection	LF	$ 10.00	284.00	$ 2,840.00	$ 10.00	244.00	$ 2,440.00	148.00	148.00	$ 1,480.00	96.00	244.00	$ 960.00		244.00	$ -	$ 2,440.00	0.00	$ -
7	465	Concrete (Abutment Cap)	EA	$ 6,500.00	2.00	$ 13,000.00	$ 6,500.00	2.00	$ 13,000.00	2.00	2.00	$ 13,000.00		2.00	$ -		2.00	$ -	$ 13,000.00	0.00	$ -
8	465	Concrete Riprap (CL B) (5")	CY	$ 400.00	69.00	$ 27,600.00	$ 400.00	86.00	$ 34,400.00		-	$ -	35.00	35.00	$ 14,000.00	51.00	86.00	$ 20,400.00	$ 34,400.00	0.00	$ -
9	465	Reinforced Concrete Pipe (72-IN) (CL III) (SPL)	LF	$ 235.00	192.00	$ 45,120.00	$ 235.00	192.00	$ 45,120.00		-	$ -	192.00	192.00	$ 45,120.00		192.00	$ -	$ 45,120.00	0.00	$ -
10	467	Field Drain (Complete) (Grate Inlet)	EA	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
11	529	PVC Pipe (12") (Sch 40)	LF	$ 45.00	33.00	$ 1,485.00	$ 45.00	33.00	$ 1,485.00		-	$ -		-	$ -	33.00	33.00	$ 1,485.00	$ 1,485.00	0.00	$ -
12	529	PVC Pipe (18") (Sch 40)	LF	$ 50.00	40.00	$ 2,000.00	$ 50.00	40.00	$ 2,000.00		-	$ -		-	$ -	40.00	40.00	$ 2,000.00	$ 2,000.00	0.00	$ -
13	530	PVC Pipe (24") (Sch 40)	LF	$ 60.00	26.00	$ 1,560.00	$ 60.00	26.00	$ 1,560.00		-	$ -	26.00	26.00	$ 1,560.00		26.00	$ -	$ 1,560.00	0.00	$ -
14	531	Remove Structures (36-IN Diversion Pipe)	LF	$ 10.00	308.00	$ 3,080.00	$ 10.00	80.00	$ 800.00		-	$ -		-	$ -	80.00	80.00	$ 800.00	$ 800.00	0.00	$ -
15	532	Barricades, Signs and Traffic Handling	MO	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	1.00	1.00	$ 2,000.00	1.00	2.00	$ 2,000.00		2.00	$ -	$ 4,000.00	0.00	$ -
16	533	Construction Exit (Ty II) (Install)	SY	$ 20.00	156.00	$ 3,120.00	$ 20.00	156.00	$ 3,120.00	156.00	156.00	$ 3,120.00		156.00	$ -		156.00	$ -	$ 3,120.00	0.00	$ -
17	534	Construction Exit (Ty II) (Remove)	SY	$ 10.00	156.00	$ 1,560.00	$ 10.00	156.00	$ 1,560.00		-	$ -		-	$ -	156.00	156.00	$ 1,560.00	$ 1,560.00	0.00	$ -
18	535	Temporary Sediment Control Fence	LF	$ 2.00	1,004.00	$ 2,008.00	$ 2.00	352.00	$ 704.00	352.00	352.00	$ 704.00		352.00	$ -	-	352.00	$ -	$ 704.00	0.00	$ -
19	536	RC Low Head Pressure Pipe (CL III) (15")	LF	$ 40.00	64.00	$ 2,560.00	$ 40.00	64.00	$ 2,560.00		-	$ -	64.00	64.00	$ 2,560.00		64.00	$ -	$ 2,560.00	0.00	$ -
20	537	Irrigation Valve	EA	$ 10,000.00	2.00	$ 20,000.00	$ 10,000.00	2.00	$ 20,000.00		-	$ -		-	$ -	2.00	2.00	$ 20,000.00	$ 20,000.00	0.00	$ -
21	467	Pressure Irrigation PVC Pipe (15")	LF	$ 50.00	81.00	$ 4,050.00	$ 50.00	81.00	$ 4,050.00		-	$ -	81.00	81.00	$ 4,050.00		81.00	$ -	$ 4,050.00	0.00	$ -
22	529	Steel Pipe (24") (Casing)	LF	$ 40.00	64.00	$ 2,560.00	$ 40.00	64.00	$ 2,560.00	48.00	48.00	$ 1,920.00		48.00	$ -	16.00	64.00	$ 640.00	$ 2,560.00	0.00	$ -
23	529	36-IN Diversion Pipe	LF	$ 40.00	308.00	$ 12,320.00	$ 40.00	280.00	$ 11,200.00	280.00	280.00	$ 11,200.00		280.00	$ -	-	280.00	$ -	$ 11,200.00	0.00	$ -
		Total				$ 176,156.50			$ 179,152.50			$ 44,854.00			$ 74,426.00			$ 59,872.50			$ -

Printed Name: Javier Gutierrez Date: 9/30/2014

Signature:

GP7
CONSTRUCTION, INC.

304 PaloVerde
Brownsville, Tx. 78521
(956)789-7784
Email: sgarzagp7@gmail.com

FM 495 Drain-Trenton Road Field Crossing

9-12-14

Supplier & Subcontractor List

Subcontractor:

Wasp Construction

Suppliers:

Capa/ Rio Valley Pipe & Magic Valley Concrete

Hd Supply

Conditional Waiver & Release on Progress Payment

Project : FM 495 & TRENTON
Job No: FM 495

On receipt by the signer of the document of a check from GP7 CONSTRUCTION LLC (make of check) in the sum of $37594.50 payable to WASP CONSTRUCTION LLC (payee or payee of check) & when the check has been properly endorse and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statue, any common law payment bond right, any claim of payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for person in the signer's position that the signer has on the property of HIDALGO COUNTY (owner) located at FM 495 & TRENTON ROAD,EDINBURG, TX 78541
(location) to the following extent: FOR INVOICES DATED THRU 9-12-2014

This release covers a progress payment for all labor, services, equipment, or material furnished to the property or to WASP CONSTRUCTION LLC (person with whom signer contracted) as indicted in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modification and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of signers laborers, subcontractors, materialmen, and suppliers for all work. materials, equipment, or services provided for or to the above referenced project in the regard to the attached statement(s) or progress payment request(s).

DATE: 9/12/2014

WASP CONSTRUCTION LLC (COMPANY NAME)

BY: _____ (SIGNATURE)

MEMBER (TITLE)

Sworn to and subscribed before me this 12th day of September 2014

_____
Notary public, state of Texas

ANALISA M. GARCIA
MY COMMISSION EXPIRES
December 16, 2015

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **FM495 Drain-TrentonFieldCrossing**

On receipt by the signer of this document of a check from **GP7 CONSTRUCTION.** in the sum of $ **11,8284.00** **(Covers through August 31, 2014)** payable to **Magic Valley Concrete, LLC** and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanics' lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **HCDD#1** located at **EDINBURG, TX** to the following extent: **FM495 Drain-TrentonFieldCrossing.**

The release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **GP7 CONSTRUCTION** as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date September 12, 2014

Magic Valley Concrete, LLC

By Edgar Morales (Signature)

CREDIT MNGR (Title)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 12th day of September, 20 14, by Edgar Morales (name), CREDIT MNGR (job title) of Magic Valley Concrete (company name).

SEAL

NOTARY PUBLIC STATE OF TEXAS
ERNESTO SAENZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12-12-2015

NOTARY PUBLIC, STATE OF TEXAS

MAGIC VALLEY CONCRETE, LLC
Customer Open Balance
All Transactions

Type	Date	Num	Memo	Due Date	Open Balance
GP7 CONSTRUCTION, LLC.					
FM495 Drain-Trenton Road Field Crossing					
Invoice	07/23/2014	145590		07/31/2014	704.00
Invoice	07/24/2014	145646		07/31/2014	616.00
Invoice	07/30/2014	145752		07/31/2014	1,760.00
Invoice	07/31/2014	145785		07/31/2014	1,496.00
Invoice	08/01/2014	145823		09/10/2014	1,584.00
Invoice	08/05/2014	145914		08/10/2014	768.00
Invoice	08/08/2014	146006		09/10/2014	1,320.00
Invoice	08/11/2014	145994		09/10/2014	704.00
Invoice	08/13/2014	146076		09/10/2014	880.00
Invoice	08/14/2014	146110		09/10/2014	1,452.00
Total FM495 Drain-Trenton Road Field Crossing					11,284.00
Total GP7 CONSTRUCTION, LLC.					11,284.00
TOTAL					**11,284.00**

Acct: 208777

Conditional Waiver & Release on Progress Payment

Project: **FM495 TRENTON**
Job No: **FM495**

On receipt by the signer of this document of a check from **GP7 Construction LLC** (make of check) in the sum of **$21,103.23** payable to HD SUPPLY WATERWORKS LTD (payee or payees of check) & when the check has been properly endorse and bas been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for person in the signer's position that the signer has on the property of **HILDALCO COUNTY DD#1** (owner) located at **FM 495 TRENTON** (location) to the following extent:
For invoices dated thru 8/31/14.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **GP7 CONSTRUCTION LLC** (person with whom signer contracted) as indicted in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 9/12/14

HD SUPPLY WATERWORKS, LTD **(Company Name)**

By: _____ **(Signature)**

Credit Manager **(Title)**

Sworn to and subscribed before me this 12 **day of** September, **20** 14.

Lynn M. Wilkes
Notary Public, State of Missouri

LYNN M. WILKES
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 30, 2017
Commission Number: 13515746

Contract Time Statement

FM495 Drain - Trenton Road Field Crossing

PAY REQUEST 3 CONTRACTOR GP7 Construction, Inc.

PROJECT NO. HCDD1-13-021-04-29A City San Juan, Texas DATE WORK BEGAN 6/9/2014

TIME COMPUTED FROM 6/9/2014 DATE WORK COMPLETED

MONTH	DATE OR DAYS	DAYS CHARGED	DAYS CREDITED	DESCRIPTION
August	1	1		work on project
	2	1		Weekend (No work done)
	3	1		Weekend (No work done)
	4	1		work on project
	5	1		work on project
	6	1		work on project
	7	1		work on project
	8	1		work on project
	9	1	1	**Weekend - Rain or Too Wet to Work**
	10	1	1	**Weekend - Rain or Too Wet to Work**
	11	1		work on project
	12	1		work on project
	13	1		work on project
	14	1		work on project
	15	1		work on project
	16	1		Weekend (No work done)
	17	1		Weekend (No work done)
	18	1		**work on project (Project Substantially Complete - Construction Time Stops)**
	19	0		work on project
	20	0		work on project
	21	0		work on project
	22	0		work on project
	23	0		Weekend (No work done)
	24	0		Weekend (No work done)
	25	0		work on project
	26	0		work on project
	27	0		work on project
	28	0		work on project
	29	0		work on project
	30	0		Weekend (No work done)
	31	0		Weekend (No work done)
TOTALS		18	2	

NO. OF CONTRACT CALANDER DAYS 73 NO. CALANDER DAYS CHARGED TO DATE 71

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ TOTAL

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR)

Rain , P.E.

PROJECT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
Wasp Construction, LLC

ADDRESS 3332 Isabella Street
Edinburg, Tx 78541

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 11

FOR WEEK ENDING 08/30/2014

PROJECT AND LOCATION 495 & Trenton

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				17	18	19	20	21	22	23										
				HOURS WORKED EACH DAY																
Oscar Aleman (6290)	1	Pipe Layer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			$460.00	$28.52	$0.00	$6.67			$35.19	$424.81
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	11.50	$0.00							
Raul Cantu (1643)	1	Loader	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			$480.00	$29.76	$0.00	$6.96			$36.72	$443.28
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	12.00 0.00								
Francisco Javier Robles (7245)	1	Loader	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			$460.00	$28.52	$0.00	$6.67			$35.19	$424.81
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	11.50 0.00								
Ernesto Flores (2498)	1	Excavator Operator	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			$620.00	$38.34	$0.00	$8.99			$47.33	$572.67
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.50 0.00								
Jorge Flores (1676)	1	Labor	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			$440.00	$27.28	$0.00	$6.38			$33.66	$406.34
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	11.00 0.00								
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date August 23, 2014

I, Javier Vento (Name of Signatory Party) Managing Member (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Wasp Construction, LLC (Contractor or Subcontractor) on the

495 & Trenton (Building or Work); that during the payroll period commencing on the

17th day of August, 2014, and ending the 23rd day of August, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Wasp Construction, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Fica, MC & FWT

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Javier Vento Managing Member	Javier Vento

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
Wasp Construction LLC

ADDRESS 3332 Isabella Street
Edinburg, Tx 78541

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 12

FOR WEEK ENDING 08/30/2014

PROJECT AND LOCATION 495 & Trenton

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				24	25	26	27	28	29	30										
				HOURS WORKED EACH DAY																
Oscar Aleman (6290)	1	Pipe Layer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			$460.00	$28.52	$0.00	$6.67			$35.19	$424.81
			S	0.00	8.00	8.00	8.00	8.00	8.00		40.00	11.50								
Raul Cantu (1643)	1	Loader	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			$480.00	$29.76	$0.00	$6.96			$36.72	$443.28
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	12.00								
Francisco Javier Robles (7245)	1	Loader	O	0.00	0.00	0.00		0.00	0.00	0.00			$460.00	$28.52	$0.00	$6.67			$35.19	$424.81
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	11.50								
Ernesto Flores (2498)	1	Excavator Operator	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			$620.00	$38.34	$0.00	$8.99			$47.33	$572.67
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.50								
Jorge Flores (1676)	1	Labor	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			$440.00	$27.28	$0.00	$6.38			$33.66	$406.34
			S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	11.00								
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date August 30, 2014

I, Javier Vento (Name of Signatory Party) Managing Member (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Wasp Construction LLC (Contractor or Subcontractor) on the

495 & Trenton (Building or Work); that during the payroll period commencing on the

24th day of August, 2014, and ending the 30th day of August, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Wasp Construction LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Fica, MC & FWT

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Javier Vento Managing Member	Javier Vento

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Test Report Table

PROJECT: **FM495 Drain - Trenton Road Field Crossing**

HIDALGO COUNTY

					CONTRACTOR: GP7 Construction, Inc.				
					Pay Req 1	Pay Req 2	Pay Req 3	Pay Req 4	Pay Req 5
Material	Test	Description	Required	Remarks	CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Soils	ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort				HCDD1-13-021-04-29A			
	ASTM D1140	Amount of Material in Soils Finer than No. 200 (75-µm) Sieve				HCDD1-13-021-04-29A			
	ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils				HCDD1-13-021-04-29A			
	ASTM D558	Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures							
	ASTM D6938	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)				HCDD1-13-021-04-29A (3X)			
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113-E	Laboratory Compaction Characersitics & Moisture Density Relationship of Base Materials							
	Tex-114-E	Laboratory Compaction Characersitics & Moisture Density Relationship of Sub-Grade, Embankment Soils, and Backfill Material							
Flex Base	Tex-101-E	Surveying and Sampling Soils for Highways							
	Tex-103-E	Determining Moisture Content in Soil Materials							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index of Soils							
	Tex-107-E	Determining the Bar Linear Shrinkage of Soils							
	Tex-110-E	Particle Size Analysis of Soils							
	Tex-115-E	Field Method for Determining In-Place Density of Soils and Base Materials							
	Tex-116-E	Ball Mill Method for Determining the Disintegration of Flexible Base Material							
	Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials							
EN-1	IAW ASTM 4609								
	TexDOT 121 E								
	ASTM D 4548								
	ASTM D 1587								
Hot Mix	Tex-207-F	Determining Density of of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon - Volatile Content of Bituminous Mixtures							
In-Place Density	ASTM 0-295078								
	AASHTO T-188								
Lime	Tex-600-J	Lime Testing Procedure (Waive testing if less than 50 Tons from a Pre-Approved Source)							
RCP		Three Edge Bearing Test		1 pipe fo each 100 pipe					
Concrete		Compressive Strength Test				HCDD1-13-021-04-29A (2X)	HCDD1-13-021-04-29A (3X)		

Exhibit E-G

Engineer's Signature: _____, P.E.

LABORATORY TEST REPORT

Compressive Strength Test

RABA KISTNER CONSULTANTS
Raba Kistner Consultants Inc.
800 East Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX(956) 682-5487
www.rkci.com
TBPE Firm F-3257

ATTN.: MR. RAMIRO GUTIERREZ, P.E. PRESIDENT
TO: **R. GUTIERREZ ENGINEERING CORPORATION**
130 EAST PARK AVENUE
PHARR, TEXAS 78577

PROJECT NO.: AMD14-057-00
CAST DATE: 08/14/2014
ASSIGNMENT NO.: M14-012600
REPORT VERSION: A
TECHNICIAN: ARMANDO RODRIGUEZ JR

PROJECT: Hidalgo County Drainage District 1 1 FM 495 Drain Trenton Rd. Field Crossing, Edinburg, Texas

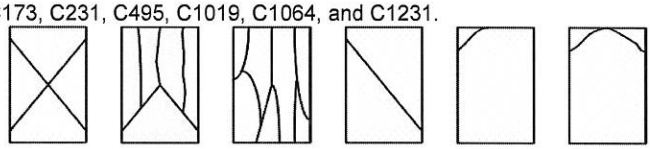
SAMPLE LOCATION: Irrigation Canal Rip Rap Section Near STA.: 257 + 40

SET INDEX:	Set 1 of 1				
SUPPLIER:	CAPA	BATCH TIME:	1:00 p.m.	AIR CONTENT (%):	1.2
TRUCK NO:	0776	SAMPLE TIME:	1:40 p.m.	UNIT WEIGHT (pcf):	ND
TICKET NO:	2020191	SAMPLE TEMP. (°F):	90	FIELD CURED (day):	1
SAMPLED AT (cu yds):	10	AMBIENT TEMP. (°F):	98	SAMPLE TYPE:	Concrete Cylinder
DESIGN STR.(psi):	3,000	SLUMP (in.):	2.00	SAMPLE SIZE(in.):	4 x 8
PRODUCT NO.:	TxDOT Class "B"				

SPECIMEN NUMBER	DATE OF TEST	AGE (days)	LOAD (lbs)	DIAMETER (in)	AREA (in.²)	STRENGTH (psi)	PERCENT OF DESIGN	FRACTURE TYPE
11	08/21/2014	7	30,060	4.00	12.57	2,390	80	Type 3
12	08/21/2014	7	31,360	4.00	12.57	2,490	83	Type 3
13	09/11/2014	28						
14	09/11/2014	28						
15	09/11/2014	28						

NOTE: Some information on this test report provided by others. Testing and reporting was conducted in general accordance with the following applicable A.S.T.M. references: C31, C39, C109, C138, C143, C172, C173, C231, C495, C1019, C1064, and C1231.

TYPES OF FRACTURE



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

REMARKS: Mr. Juan Uribe w/R. Gutierrez Engineering Corporation was verbally notified of field test results. ND-Not Determined; NP-Not Provided; NA-Not Applicable.

COPIES TO: Above (1)
R. Gutierrez Engineering Corporation(2)

RABA KISTNER CONSULTANTS, INC.

BY: Carlos Ceballos Jr.
09/02/2014

STATE OF TEXAS
CARLOS CEBALLOS JR.
100224
LICENSED
PROFESSIONAL ENGINEER

LABORATORY TEST REPORT

Compressive Strength Test

RABA KISTNER CONSULTANTS
Raba Kistner Consultants Inc.
800 East Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX(956) 682-5487
www.rkci.com
TBPE Firm F-3257

ATTN.: MR. RAMIRO GUTIERREZ, P.E. PRESIDENT
TO: **R. GUTIERREZ ENGINEERING CORPORATION**
130 EAST PARK AVENUE
PHARR, TEXAS 78577

PROJECT NO.: AMD14-057-00
CAST DATE: 07/30/2014
ASSIGNMENT NO.: M14-012359
REPORT VERSION: A
TECHNICIAN: ARMANDO RODRIGUEZ JR

PROJECT: Hidalgo County Drainage District 1 1 FM 495 Drain Trenton Rd. Field Crossing, Edinburg, Texas

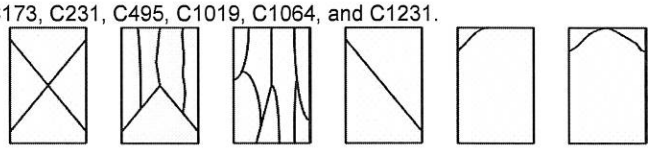
SAMPLE LOCATION: Rip Rap for Drainage Channel, Section Located Neat STA. 258+34.76

SET INDEX:	Set 1 of 1				
SUPPLIER:	CAPA	BATCH TIME:	9:10 a.m.	AIR CONTENT (%):	1.3
TRUCK NO:	9021	SAMPLE TIME:	9:40 a.m.	UNIT WEIGHT (pcf):	ND
TICKET NO:	289263	SAMPLE TEMP. (°F):	85	FIELD CURED (day):	1
SAMPLED AT (cu yds):	10	AMBIENT TEMP. (°F):	83	SAMPLE TYPE:	Concrete Cylinder
DESIGN STR.(psi):	3,000	SLUMP (in.):	2.75	SAMPLE SIZE(in.):	4 x 8
PRODUCT NO.:	TxDOT Class "B"				

SPECIMEN NUMBER	DATE OF TEST	AGE (days)	LOAD (lbs)	DIAMETER (in)	AREA (in.²)	STRENGTH (psi)	PERCENT OF DESIGN	FRACTURE TYPE
6	08/06/2014	7	39,635	4.00	12.57	3,150	105	Type 3
7	08/06/2014	7	38,190	4.00	12.57	3,040	101	Type 3
8	08/27/2014	28	50,540	4.00	12.57	4,020	134	Type 3
9	08/27/2014	28	42,680	4.00	12.57	3,400	113	Type 2
10	08/27/2014	28	47,775	4.00	12.57	3,800	127	Type 3

NOTE: Some information on this test report provided by others. Testing and reporting was conducted in general accordance with the following applicable A.S.T.M. references: C31, C39, C109, C138, C143, C172, C173, C231, C495, C1019, C1064, and C1231.

TYPES OF FRACTURE



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

REMARKS: Mr. Juan Uribe w/R. Gutierrez Engineering Corporation was verbally notified of field test results. ND-Not Determined; NP-Not Provided; NA-Not Applicable.

COPIES TO: Above (1)
R. Gutierrez Engineering Corporation(2)

RABA KISTNER CONSULTANTS, INC.

BY: Carlos Ceballos Jr.
08/27/2014

STATE OF TEXAS
CARLOS CEBALLOS JR.
100224
LICENSED
PROFESSIONAL ENGINEER

LABORATORY TEST REPORT

Compressive Strength Test

RABA KISTNER CONSULTANTS
Raba Kistner Consultants Inc.
800 East Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX(956) 682-5487
www.rkci.com
TBPE Firm F-3257

ATTN.: MR. RAMIRO GUTIERREZ, P.E. PRESIDENT
TO: **R. GUTIERREZ ENGINEERING CORPORATION**
130 EAST PARK AVENUE
PHARR, TEXAS 78577

PROJECT NO.: AMD14-057-00
CAST DATE: 08/14/2014
ASSIGNMENT NO.: M14-012600
REPORT VERSION: A
TECHNICIAN: ARMANDO RODRIGUEZ JR

PROJECT: Hidalgo County Drainage District 1 1 FM 495 Drain Trenton Rd. Field Crossing, Edinburg, Texas

SAMPLE LOCATION: Irrigation Canal Rip Rap Section Near STA.: 257 + 40

SET INDEX:	Set 1 of 1				
SUPPLIER:	CAPA	BATCH TIME:	1:00 p.m.	AIR CONTENT (%):	1.2
TRUCK NO:	0776	SAMPLE TIME:	1:40 p.m.	UNIT WEIGHT (pcf):	ND
TICKET NO:	2020191	SAMPLE TEMP. (°F):	90	FIELD CURED (day):	1
SAMPLED AT (cu yds):	10	AMBIENT TEMP. (°F):	98	SAMPLE TYPE:	Concrete Cylinder
DESIGN STR.(psi):	3,000	SLUMP (in.):	2.00	SAMPLE SIZE(in.):	4 x 8
PRODUCT NO.:	TxDOT Class "B"				

SPECIMEN NUMBER	DATE OF TEST	AGE (days)	LOAD (lbs)	DIAMETER (in)	AREA (in.²)	STRENGTH (psi)	PERCENT OF DESIGN	FRACTURE TYPE
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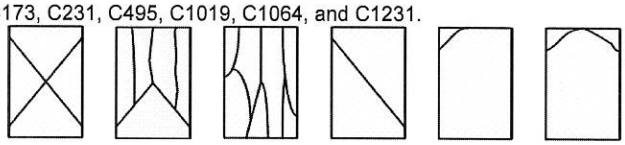
12	08/21/2014	7	31,360	4.00	12.57	2,490	83	Type 3
13	09/11/2014	28	39,700	4.00	12.57	3,160	105	Type 4
14	09/11/2014	28	38,665	4.00	12.57	3,080	103	Type 2
15	09/11/2014	28	40,090	4.00	12.57	3,190	106	Type 3

NOTE: Some information on this test report provided by others. Testing and reporting was conducted in general accordance with the following applicable A.S.T.M. references: C31, C39, C109, C138, C143, C172, C173, C231, C495, C1019, C1064, and C1231.

TYPES OF FRACTURE



Type 1 Type 2 Type 3 Type 4 Type 5 Type 6

REMARKS: Mr. Juan Uribe w/R. Gutierrez Engineering Corporation was verbally notified of field test results. ND-Not Determined; NP-Not Provided; NA-Not Applicable.

COPIES TO: Above (1)
R. Gutierrez Engineering Corporation(2)

RABA KISTNER CONSULTANTS, INC.

BY: Carlos Ceballos Jr.
09/11/2014

STATE OF TEXAS
CARLOS CEBALLOS JR.
100224
LICENSED
PROFESSIONAL ENGINEER

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

Certificate of Substantial Completion

PROJECT: FM495 DRAIN – TRENTON ROAD FIELD CROSSING
PROJECT NUMBER: ENG99.003
OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
CONTRACTOR: GP7 CONSTRUCTION, INC.

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Ramiro Gutierrez, P.E.	Ramiro Gutierrez, P.E.	8/18/2014
Engineer	By:	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by September 5, 2014.

GP7 Construction, Inc.		8/18/2014
Contractor	By	Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession thereof, in accordance with the contract documents.

Hidalgo County Drainage District No. 1		
Owner	By:	Date

130 East Park Avenue – Pharr, Texas 78577 – Phone: 956-782-2557 – Fax: 956-782-2558 – E-mail: office@rgec.net

R. Gutierrez Engineering Corporation

Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

August 22, 2014

Mr. Steve Garza
GP7 Construction, Inc.
3149-A Center Pointe Drive
Edinburg, Texas 78539

Subject: FM495 Drain – Trenton Road Field Crossing Project
Contract Number: HCDD1-13-021-04-29A

Dear Mr. Garza:

A walk through inspection of the above mentioned project was conducted on August 21, 2014 for the purpose of formulating a punch list of pending items required for construction completion and acceptance by Hidalgo County Drainage District No. 1.

Attendees: Mr. Ramiro Gutierrez, PE – R. Gutierrez Engineering Corporation
Mr. Juan F. Uribe – R. Gutierrez Engineering Corporation
Mr. Noe Saldivar, PE – Hidalgo Drainage District No. 1
Mr. Steve Garza – GP7 Construction, Inc.

The pending items are as follows:

1. Need to finish primer on steel casing
2. Need to finish grade on ditch slopes, both sides of 72" RCP crossing and irrigation crossing
3. Need to remove existing irrigation steel pipe
4. Need to remove 2 joints on each end of bypass and plug with concrete at both ends
5. Need to finish 2' berms
6. Need to do final seeding
7. Need to do general clean up

Should you have any questions, please feel free to contact me at (956) 782-2557 or on my cell phone at (956) 227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
Ramiro Gutierrez, PE
President

cc Godfrey Garza, Hidalgo County Drainage District No.1
Hector "Tito " Palacios, Hidalgo County Precinct No.2

130 East Park Avenue – Pharr, Texas 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgec.net

FM 495 DRAIN - TRENTON ROAD FIELD CROSSING

(EAST OF TRENTON RD./EXIST. DITCH INTERSECTION AND NORTH FIELD CROSSING)

FOR

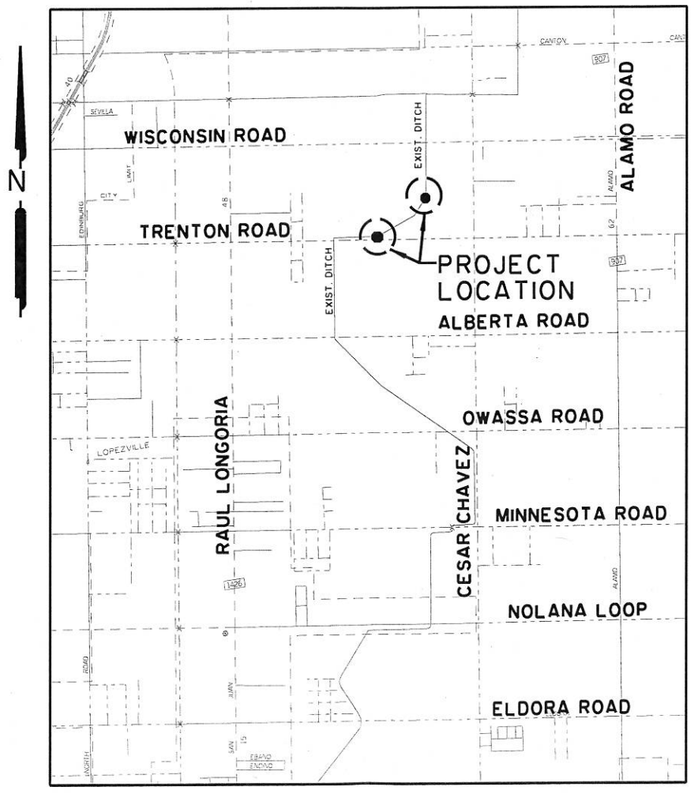
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

2014

RECORD DRAWING

SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	FIELD ROAD CROSSING CULVERT LAYOUT
3	NORTH FIELD CROSSING PLAN & PROFILE



DISTRICT BOARD OF DIRECTORS

CHAIRMAN OF THE BOARD	RAMON GARCIA
BOARD MEMBER	A.C. CUELLAR
BOARD MEMBER	HECTOR "TITO" PALACIOS
BOARD MEMBER	JOE M. FLORES
BOARD MEMBER	JOSEPH PALACIOS
DISTRICT MANAGER	GODFREY GARZA, JR.

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
PROFESSIONAL ENGINEER

RAMIRO GUTIERREZ, P.E.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948

DATE: 9-30-14

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

FIRM No. 486

BM DATA

ALUMINUM DISK_IN CONC.
LOCATED AT CROSSING OF
EXIST. DITCH IRRIG. WITH NORTH
TRENTON RD.: 36.0' NORTH OF ℄
PVM'T & 60.0' SOUTH OF DITCH.
ELEV. 97.93

ALAMO LAND & SUGAR COMPANY

SCALE
HORIZ. 1"=40'
VERT. 1"=10'

N

SHEET SUMMARY				
ITEM	EST	FIN	UNIT	DESCRIPTION
110	824		CY	CHANNEL EXCAVATION
132	469		CY	EMBANKMENT
164	2177		SY	SEEDING (PERM.) (WARM)
168	24		MG	VEGETATIVE WATERING
* 166	0.5		AC	FERTILIZER
* 400	824		CY	STRUCTURAL EXCAVATION
400	46		CY	CEMENT STABLIZED BACKFILL
402	96		LF	TRENCH EXCAVATION PROTECTION
432	69		CY	CONC. RIPRAP (5")(CL "B")
464	192		LF	72" RCP (CL III) SPL
481	33		LF	12" PVC PIPE
481	26		LF	24" PVC PIPE

*FOR CONTRACTOR'S INFORMATION ONLY. (NON-PAY)

H.C.I.D. #2 EASEMENT
255+00
EXIST. VARIABLE (80'-785') R.O.W. EASEMENT H.C.I.D. NO 2
FLOW DIRECTION
APPROX LOCATION 15" IRRIGATION PIPE
BEGIN ~~PROP.~~ CULVERT STA. 257+40.76
~~PROP.~~ 100.0' DITCH TRANSITION
~~PROP.~~ 2.0' BERM
EXIST. 15" x64' IRR. PIPE W/STEEL CASING (~~TO BE REMOVED~~) *
22.3°
TOP EL. 105.30
NG EL. 97.50
~~PROP.~~ IRR. VALVE
FL EL. 91.08
EXIST. POWER LINE
~~PROP.~~ CHANNEL EXCAVATION (547 CY)
~~PROP.~~ PVC 12"x33.0' W/ PVC 22.5° ELBOW (ELBOW TO BE SUDSIDIARY TO PVC PIPE)
POT 257+40.76
EXIST. R.O.W.
TRENTON ROAD
EXIST. 12" PIPE (~~TO~~ REMAIN)
BENCH MARK
EXIST. 12"x33.00' PVC PIPE (~~TO BE~~ REMOVED) *
POT 258+34.76
74° 24' 56.39" ℄
94.00'
19.74°
EXIST. FIELD RD.
20.0'
~~PROP.~~ 100.0' DITCH TRANSITION
EMBANKMENT (469 CY)
END ~~PROP.~~ CULVERT STA. 258+34.76
~~PROP.~~ CHANNEL EXCAVATION (138 CY)
~~PROP.~~ CHANNEL EXCAVATION (139 CY)
~~PROP.~~ 24" X 26.0' PVC MATCH EXIST RCP
EXIST. 24"x24.0' RCP (~~TO BE~~ REMOVED) *
EXIST. 48"x 42' CONC. PIPE (~~TO BE~~ REMOVED) *
EXIST. IRRIG. VALVE (~~TO BE~~ REMOVED) *
H.C.I.D. #2 EASEMENT
260+00
EXIST. 77.0' R.O.W. EASMT H.C.I.D. NO 2
FLOW DIRECTION
~~PROP.~~ 2.177 SY OF SEEDING
H.C.I.D. #2 EASEMENT

NOTES:
1.) CONTRACTOR SHALL VERIFY ALL EXIST. UTILITIES: HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD PRIOR TO CONSTRUCTION.

LEGEND

- AREA TO BE FILLED (EMBANKMENT)
- CONC. RIPRAP (~~TO BE DONE BY OTHERS~~)
- EXCAVATION (824 CY)
- ~~PROP.~~ A.C.P. OVERLAY
- ~~PROP.~~ SEEDING
- * SUBSIDIARY TO PERTINENT BID-ITEMS (NON-PAY)

TOPOGRAPHIC LEGEND

- EXIST. PIPE (RCP)
- EXIST. FENCE
- POWER EXIST. POWERLINE(OH)
- E EXIST. POWERLINE
- T EXIST. TELEPHONE LINE
- EXIST. IRRIGATION LINE
- W EXIST. WATERLINE
- PROPERTY LINE
- TREE
- SMALL TREE
- POWER POLE
- SIGN
- DOWN GUY
- MAIL BOX
- T B TELEPHONE BOX/PEDESTAL
- W WATER METER
- W V WATER VALVE
- IRRIGATION RISER
- I V IRRIGATION VALVE

Professional Engineers & Land Surveyors
R. Gutierrez Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

STATE OF TEXAS · RAMIRO GUTIERREZ · 65948 · LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 9-30-14
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

HIDALGO COUNTY DRAINAGE DISTRICT No.1
FM 495 DRAIN - TRENTON ROAD
FIELD CROSSING

CULVERT LAYOUT

RECORD DRAWING

	BY	DATE	REVISION

SCALE: NOGATES
DATE: FEB 24 2004
FB No.: FB
SURVEY BY: SKIKET
DRAWN BY: Ch - Leo
PREPARED BY: Ch - Leo
CHECKED BY: R.G. - M.H. - W

SHEET 2

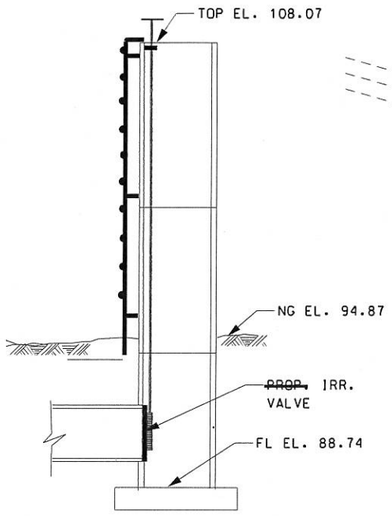
~~PROP.~~ EMBANKMENT (COMPACTED TO 90% PROCTOR DENSITY)
~~PROP.~~ 2.0' BERM
℄ EXIST. FIELD ROAD
EXIST. 15" IRR. LINE (STEEL CASING) TOP = 94.58 (~~TO BE~~ REMOVED AND REPLACED)
~~PROP.~~ 100.0' TRANSITION
EXIST. NORTH BANK TOP
EMBANKMENT (469 CY)
~~PROP.~~ CONC. RIP-RAP (5"TCK. 6"X 6" WIREMESH SHEETS) (33 CY)
~~PROP.~~ 12" PVC PIPE FL= 91.77
1.5:1 SLOPE
~~PROP.~~ CONC. RIP-RAP (5"TCK. 6"X 6" WIREMESH SHEETS) (36 CY)
PIPE FLOWLINE ELEV. = 93.55'
~~PROP.~~ CHANNEL EXCAVATION (547 CY)
~~PROP.~~ CHANNEL EXCAVATION (277 CY)
EXIST. DITCH FLOWLINE
MATCH EXIST. FLOWLINE
~~PROP.~~ 2-72"x96.0' RCP CL III (RUBBER GASKET) (-) 0.0443%
~~PROP.~~ DITCH FLOWLINE
BEGIN ~~PROP.~~ CULVERT STA. 257+40.76 FL.= ~~82.63'~~ 81.84
96 LF TRENCH EXCAVATION PROTECTION
END ~~PROP.~~ CULVERT STA. 258+34.76 FL.= ~~82.59'~~ 81.17
~~PROP.~~ 2.0' GRAVEL BEDDING-DOUBLE WRAPPED WITH WOVEN FILTER FABRIC
*(SUBSIDIARY TO PERTINENT BID ITEMS (NON-PAY)

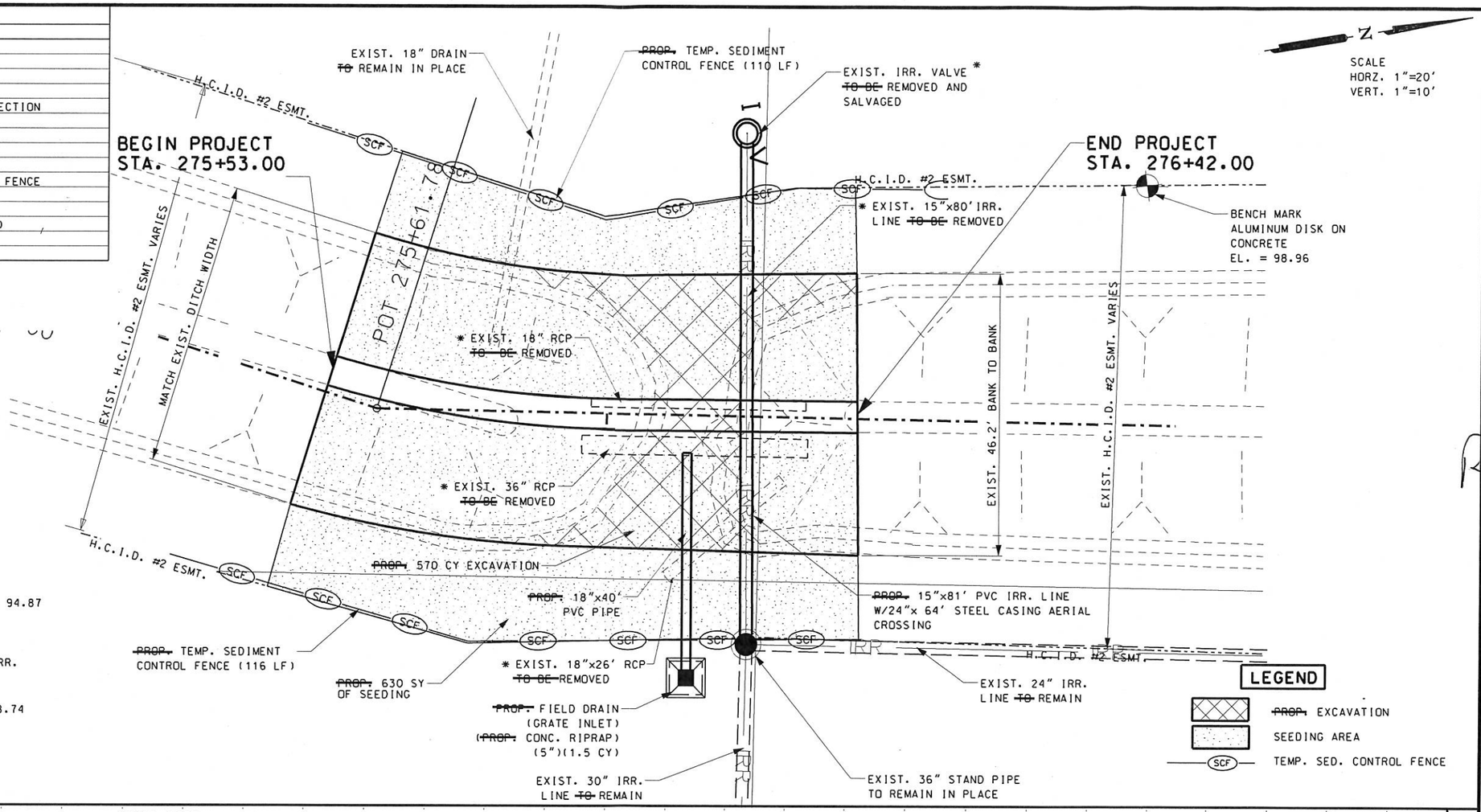
100
90
80
256+00
257+00
258+00
259+00
260+00
261+00

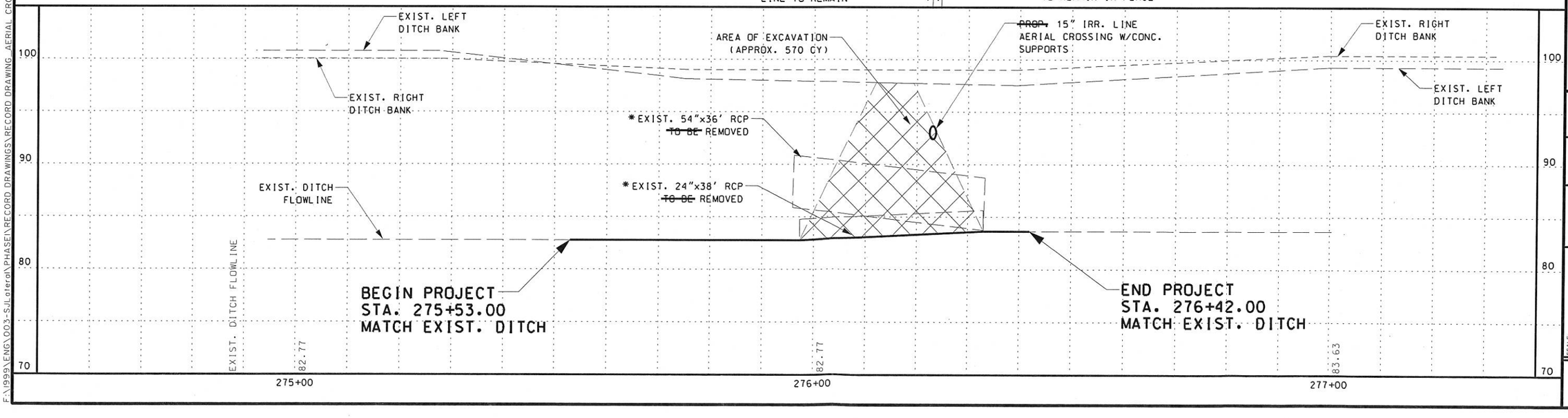
F:\1995\ENG\003-Sulgtrol\PHASE1\RECORD DRAWINGS\RECORD DRAWING_CULVERT.dgn

SHEET SUMMARY				
ITEM	EST	FIN	UNIT	DESCRIPTION
110	570		CY	CHANNEL EXCAVATION
164	630		SY	SEEDING (PERM.)(WARM)
166	.01		AC	FERTILIZER
168	7.1		MG	VEGATIVE WATERING
402	40		LF	TRENCH EXCAVATION PROTECTION
420	2		EA	CONC. ABUTMENT
465	1		EA	FIELD DRAIN
481	40		LF	18" PVC PIPE
496	194		LF	REMOVE STR. (PIPE)*
506	226		LF	TEMP. SEDIMENT CONTROL FENCE
4061	1		EA	IRRIGATION VALVE
4269	81		LF	15" PVC IRR. LINE
4331	64		LF	24" STEEL PIPE (CASING)

* ITEM NOT TO BE PAID FOR DIRECTLY BUT TO BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS







Professional Engineers & Land Surveyors
R. Gutierrez Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

STATE OF TEXAS — RAMIRO GUTIERREZ 65948 — REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 9-30-14
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

HIDALGO COUNTY DRAINAGE DISTRICT N.1
FM 495 DRAIN - TRENTON ROAD
WISC FIELD CROSSING #SING
PLAN & PROFILE

LOCATION

RECORD DRAWING

BY	DATE	REVISION

SCALE:
DATE:
FB. No.: FB
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET 3

F:\1999\ENG\003-SJL\Lateral\PHASE1\RECORD DRAWINGS\RECORD DRAWING_AERIAL CROSSING.dgn

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Claudette Guerrero

Hidalgo County Drainage District 1

FROM: Javier Gutierrez

SUBJECT: Alamo Expressway Drain

PROJECT NO.: ENG12.005

DATE: September 26, 2014

WE ARE SENDING YOU	ATTACHED	UNDER SEPARATE COVER VIA	Hand Delivery	THE FOLLOWING ITEMS:
___ BLUEPRINTS		___ PLANS	___ SHOP DRAWINGS	___ CD
_X_ CHANGE ORDER		___ SAMPLES	_x_ PAYMENT REQUEST	___ OTHER:
___ BID TABULATION		___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Payment Request for Retainage
1		Schedule of Values
1		Quantity Worksheet
1		Contract Time Statement
1		Certificate of Construction Completion
2		Contractors Affidavits
1		Prevailing Wage Rate Statement
1		Supplier's List with Final Releases
1		Warranty Letter
1		Record Drawings (As Builts)

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
SEP 26 2014
11:23 AM / PM
BY: Rosa Ane

Copy Distribution: file

Received by:

130 East Park Avenue - Pharr, Texas 78577 - Phone: (956) 782-2557 - Fax: (956) 782-2558 - Email: office@rgec.net

APPLICATION FOR RETAINAGE

To: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (OWNER)

From: Texas Cordia Construction, LLC (CONTRACTOR)

Contract: 13-014-11-26

Project: Alamo Expressway Drain / Border Crossing Improvements

OWNER's Contract No. 13-014-11-26 ENGINEER's Project No. ENG12.005

For Work accomplished through the date of: 9/12/2014

1.	Original Contract Price:		$ 381,968.40
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 3,870.00
3.	Current Contract Price (1 plus 2):		$ 385,838.40
4.	Total completed and stored to date:		$ 385,838.40
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	0% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 385,838.40
7.	Less previous Application for Payments:		$ (347,254.56)
8.	Balance to Finish:		$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 38,583.84

Accompanying Documentation:

APPLICATION FOR PAYMENT
SCHEDULE OF VALUES
Estimated Quanity Worksheet
LIST OF SUPPLIERS AND SUB CONTRACTORS
PARTIAL WAIVER OF LIENS
PAYROLL REPORTS

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

Dated 9/15/2014

Texas Cordia Construction, LLC
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of September, 2014

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

Notary Public
My Commission expires: 12/3/17

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9/15/2014

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____, P.E.

Schedule of Values

Contractor Name: Texas Cordia, LLC
Starting Date: January 17, 2014
Project Ending Date: May 4, 2014
Retainage Percent: 10%

Application: RETAINAGE
Application Date: April 28, 2014
Period To: September 12, 2014
Engineer Firm R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Application #5	Retainage for App #5	Payment for Application #5	Application #6	Retainage for App #6	Payment for Application #6	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
13-014-11-26	Alamo Expressway Drain / Border Crossing Improvements	$ 381,968.40	$ 385,838.40	$ 30,431.40	$ 3,043.14	$ 27,388.26	$ 39,360.00	$ 3,936.00	$ 35,424.00	$ 57,954.00	$ 5,795.40	$ 52,158.60	$ 156,013.00	$ 15,601.30	$ 140,411.70	$ 81,978.70	$ 8,197.87	$ 73,780.83	$ 6,571.30	$ 657.13	$ 5,914.17	$ 13,530.00	$ 1,353.00	$ 12,177.00	$ 385,838.40	$ 38,583.84	$ 347,254.56	$ 347,254.56	$ -
	TOTALS:	$ 381,968.40	$ 385,838.40	$ 30,431.40	$ 3,043.14	$ 27,388.26	$ 39,360.00	$ 3,936.00	$ 35,424.00	$ 57,954.00	$ 5,795.40	$ 52,158.60	$ 156,013.00	$ 15,601.30	$ 140,411.70	$ 81,978.70	$ 8,197.87	$ 73,780.83	$ 6,571.30	$ 657.13	$ 5,914.17	$ 13,530.00	$ 1,353.00	$ 12,177.00	$ 385,838.40	$ 38,583.84	$ 347,254.56	$ 347,254.56	$ -

Contractor Name: Texas Cordia, LLC
Starting Date: January 17, 2014
Project Ending Date: May 4, 2014
Engineer's / County Project Desc: Alamo Expressway Drain / Border Crossing Improvements

Application: RETAINAGE
Application Date: April 28, 2014
Period To: September 12, 2014
Engineer's / County Project No.: ENG12.005

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Application #1			Application #2			Application #3			Application #4			Application #5			Application #6			Application for Final Payment				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1	402	Excavation (Channel)	CY	$ 3.10	6,131.00	$ 19,006.10	$ 3.10	6,131.00	$ 19,006.10	$ 3.10	6,131.00	$ 19,006.10	674.00	674.00	$ 2,089.40	1,200.00	1,874.00	$ 3,720.00		1,874.00	$ -	1,630.00	3,504.00	$ 5,053.00	2,627.00	6,131.00	$ 8,143.70		6,131.00	$ -		6,131.00	$ -	$ 19,006.10	0.00	$ -
2	432	Embankment (Final) (Dens Cont) (Ty D)	CY	$ 4.95	8,774.00	$ 43,431.30	$ 4.95	8,774.00	$ 43,431.30	$ 4.95	8,774.00	$ 43,431.30	1,000.00	1,000.00	$ 4,950.00	1,000.00	2,000.00	$ 4,950.00		2,000.00	$ -	1,800.00	3,800.00	$ 8,910.00	3,000.00	6,800.00	$ 14,850.00	974.00	7,774.00	$ 4,821.30	1,000.00	8,774.00	$ 4,950.00	$ 43,431.30	0.00	$ -
3	464	Cell Fiber Mulch Seed (Perm) (Rural) (Clay)	SY	$ 0.60	7,850.00	$ 4,710.00	$ 0.60	7,850.00	$ 4,710.00	$ 0.60	0.00	$ -		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
4	464	Cement Stabilized Backfill	CY	$ 100.00	505.00	$ 50,500.00	$ 100.00	505.00	$ 50,500.00	$ 100.00	505.00	$ 50,500.00		-	$ -		-	$ -		-	$ -	250.00	250.00	$ 25,000.00	255.00	505.00	$ 25,500.00		505.00	$ -		505.00	$ -	$ 50,500.00	0.00	$ -
5	464	Trench Excav Protection	LF	$ 14.00	354.00	$ 4,956.00	$ 14.00	354.00	$ 4,956.00	$ 14.00	354.00	$ 4,956.00	58.00	58.00	$ 812.00	85.00	143.00	$ 1,190.00	211.00	354.00	$ 2,954.00		354.00	$ -		354.00	$ -		354.00	$ -		354.00	$ -	$ 4,956.00	0.00	$ -
6	465	Concrete Riprap (CL B) (5")	CY	$ 220.00	98.00	$ 21,560.00	$ 220.00	108.00	$ 23,760.00	$ 220.00	108.00	$ 23,760.00		-	$ -		-	$ -		-	$ -		-	$ -	98.00	98.00	$ 21,560.00		98.00	$ -	10.00	108.00	$ 2,200.00	$ 23,760.00	0.00	$ -
7	465	Concrete Box Culvert (9'x9')	LF	$ 550.00	296.00	$ 162,800.00	$ 550.00	296.00	$ 162,800.00	$ 550.00	296.00	$ 162,800.00		-	$ -	40.00	40.00	$ 22,000.00	100.00	140.00	$ 55,000.00	156.00	296.00	$ 85,800.00		296.00	$ -		296.00	$ -		296.00	$ -	$ 162,800.00	0.00	$ -
8	465	Reinf Conc Pipe (60") (CL III) (Soil)	LF	$ 260.00	58.00	$ 15,080.00	$ 260.00	58.00	$ 15,080.00	$ 260.00	58.00	$ 15,080.00	58.00	58.00	$ 15,080.00		58.00	$ -		58.00	$ -		58.00	$ -		58.00	$ -		58.00	$ -		58.00	$ -	$ 15,080.00	0.00	$ -
9	465	Inlet (Comb) (Ty C)	EA	$ 3,500.00	1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00		-	$ -		-	$ -		-	$ -	0.50	0.50	$ 1,750.00		0.50	$ -	0.50	1.00	$ 1,750.00		1.00	$ -	$ 3,500.00	0.00	$ -
10	467	Winavalla (SW-0) (HW=9-Ft)	EA	$ 11,000.00	2.00	$ 22,000.00	$ 11,000.00	2.00	$ 22,000.00	$ 11,000.00	2.00	$ 22,000.00		-	$ -		-	$ -		-	$ -	2.00	2.00	$ 22,000.00		2.00	$ -		2.00	$ -		2.00	$ -	$ 22,000.00	0.00	$ -
11	529	Barricades, Signs and Traffic Handling	MO	$ 7,500.00	3.00	$ 22,500.00	$ 7,500.00	3.00	$ 22,500.00	$ 7,500.00	3.00	$ 22,500.00	1.00	1.00	$ 7,500.00	1.00	2.00	$ 7,500.00		2.00	$ -	1.00	3.00	$ 7,500.00		3.00	$ -		3.00	$ -		3.00	$ -	$ 22,500.00	0.00	$ -
12	529	Temp Sed Control Fence	LF	$ 5.00	2,385.00	$ 11,925.00	$ 5.00	2,385.00	$ 11,925.00	$ 5.00	2,385.00	$ 11,925.00		-	$ -		-	$ -		-	$ -		-	$ -	2,385.00	2,385.00	$ 11,925.00		2,385.00	$ -		2,385.00	$ -	$ 11,925.00	0.00	$ -
13	530	Drop Inlet (Comp)(w/Conc. Apron)	EA	$ -	0.00	$ -	$ 3,500.00	1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	1.00	1.00	$ 3,500.00	$ 3,500.00	0.00	$ -
14	531	Reinforce Concrete Pipe (18-IN) (CL III) (SPL)	LF	$ -	0.00	$ -	$ 40.00	72.00	$ 2,880.00	$ 40.00	72.00	$ 2,880.00		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	72.00	72.00	$ 2,880.00	$ 2,880.00	0.00	$ -
		Total				$ 381,968.40			$ 390,548.40			$ 385,838.40			$ 30,431.40			$ 39,360.00			$ 57,954.00			$ 156,013.00			$ 81,978.70			$ 6,571.30			$ 13,530.00	$ 385,838.40		$ -

Printed Name: Javier Gutierrez

Signature:

Date: 25-Sep-2014

Contract Time Statement

Alamo Expressway Drain / Border Road Culvert Crossing

PAY REQUEST Retainage CONTRACTOR Texas Cordia Construction, LLC

PROJECT NO. 13-014-11-26 City Edinburg, Texas DATE WORK BEGAN 1/17/2014

TIME COMPUTED FROM 1/17/2014 DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED	DESCRIPTION
September	14	0		Weekend (No work done)
	15	0		No work done
	16	0		No work done
	17	0		No work done
	18	0		Work on project
	19	0		Final Inspection Done - Project accepted by HCDD1
	20	0		
	21	0		
	22	0		
	23	0		
	24	0		
	25	0		
	26	0		
	27	0		
	28	0		
	29	0		
	30	0		
TOTALS		0	0	

NO. OF CONTRACT CALANDER DAYS 108* NO. CALANDER DAYS CHARGED TO DATE 105

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ 500.00 TOTAL $0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) Rain , P.E.

PROJECT ENGINEER

***Added 18 calander days per Change Order #1**

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 19th DAY OF September 2014, A FINAL INSPECTION was made of the project herein described:

CONTRACT

CONTRACT DATE: November 26, 2013
OWNER: Hidalgo County Drainage District No. 1
CONSTRUCTION CONTRACTOR: Texas Cordia Construction, LLC
OF THE CITY OF Edinburg, STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF: Alamo Expressway Drain / Border Road Culvert Crossing

CONTRACT NO.: 13-014-11-26

LOCATED IN OR NEAR THE CITY/PRECINCT OF: Alamo, Texas / Hidalgo County Precinct No. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of Zero and 00/100 Dollars – ($0.00) be deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

AMOUNT OF ORIGINAL CONTRACT	$	381,968.40
PRESENT AMOUNT OF CONTRACT	$	385,838.40
TOTAL AMOUNT OF CONTRACT EARNED TO DATE	$	385,838.40
LESS: PREVIOUS PAYMENTS	$	347,254.56
BALANCE	$	38,583.84
AUTHORIZED DEDUCTIONS	$	0.00
AMOUNT OF FINAL PAYMENT	$	38,583.84

6. That the final payment in the amount of $38,583.84 is now due and payable.

P.E.
Engineer's Signature

CONCURRED BY:

Texas Cordia Construction, LLC
Contractor's Name

By: _____

Title: President

CONCURRED BY:

_____
Hidalgo County Judge

Exhibit E-M

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Alamo Expressway Drain / Border Road Crossing **PROJECT NO.** 13-014-05-08
OWNER: Hidalgo County Drainge District No. 1
CONTRACTOR: Texas Cordia Construction, LLC
ENGINEER: R. Gutierrez Engineering Corporation

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By [signature]

Title President

Subscribed and sworn to before me this 22nd day of September, 2014

Notary Public: [signature]

My Commission Expires: 12/3/17

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

Form L

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: Alamo Expressway Drain / Border Road Crossing **PROJECT NO.** 13-014-05-08
OWNER: Hidalgo County Drainage District No. 1
CONTRACTOR: Texas Cordia Construction, LLC
ENGINEER: R. Gutierrez Engineering Corporation

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By

Title President

Subscribed and sworn to before me this 22nd day of September, 2014

Notary Public:

My Commission Expires: 12/3/17

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

Prevailing Wage Rates
Certification Statement

Date 09/16/14

Project Name Alamo Expressway Drain / Border Crossing **CSJ#** 13-014-11-26

Contractor Texas Cordia Construction, LLC **Application#** Retinage

I, Yara M. Corbitt **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

Signature

Exhibit E-L

TEXAS CORDIA CONSTRUCTION

3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

September 22, 2014

R. Gutierrez Engineering Corporation
Attn: Ramiro Gutierrez, P.E.
130 E. Park
Pharr, Texas 78577

RE: Alamo Expressway Drain / Border Crossing Improvements
Contract No. 13-014-11-26

The following is a list of suppliers used in the above mentioned project as per the County's request:

- Magic Valley Concrete, LLC
- Rio Valley Pipe, LLC
- National Trench Safety

If you have any questions, please contact me at (956) 627-6181.

Thank you,

Isabel Martinez
Texas Cordia Construction

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Texas Cordia Construction, LLC to furnish Concrete in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by Hidalgo County Drainage District No. 1 Which improvements are described as follows:

Alamo Expressway Drain / Border Road Crossing Improvements

In consideration of Pay Estimate No 8 in the amount of Seven Hundred Thirty-Eight & 00/100 DOLLAR($ 738.00)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Magic Valley Concrete, LLC
CONTRACTOR

BY: Edgar Mendez / CREDIT MNGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 22nd day of SEPT, 2014 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12-12-2015

Exhibit E-I

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Texas Cordia Construction, LLC to furnish Concrete in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by Hidalgo County Drainage District No. 1 Which improvements are described as follows:

Alamo Expressway Drain / Border Road Crossing Improvements

In consideration of Pay Estimate No 8 in the amount of One Thousand Two Hundred Seventy & 80/100 DOLLAR($ 1,270.80)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Rio Valley Pipe, LLC
CONTRACTOR

BY: Edgar Mendez / CREDIT MNGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 22nd day of SEPT, 2014 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12-12-2015

Exhibit E-I

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Texas Cordia Construction, LLC to furnish Material in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by County of Hidalgo Drainage District No. 1 Which improvements are described as follows:

Alamo Expressway Drain / Border Road Crossing Improvements

In consideration of Pay Estimate No 8 in the amount of Zero Dollars DOLLAR($ 0.00)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

National Trench Safety
CONTRACTOR

BY: Bryan Wilson
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 17th day of Sep ,20 14 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 10-14-17

NOTARY PUBLIC STATE OF TEXAS
LYNNE MORGAN JAYNES
My Commission Expires
October 14, 2017

Exhibit E-I

TEXAS CORDIA CONSTRUCTION

3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

September 19, 2014

R. Gutierrez Engineering Corporation
Attn: Ramiro Gutierrez, P.E.
130 E. Park
Pharr, Texas 78577

RE: Alamo Expressway Drain / Border Crossing Improvements
Contract No. 13-014-11-26

General Warrenty

Texas Cordia Construction, LLC guarantees all materials and equipment furnished and work performed for the period of one year beginning on September 19, 2014, the date of the Final Inspection, and that the work is free from all defects due to faulty materials or workmanship.

Submtted by:

Yara M. Cobitt, President

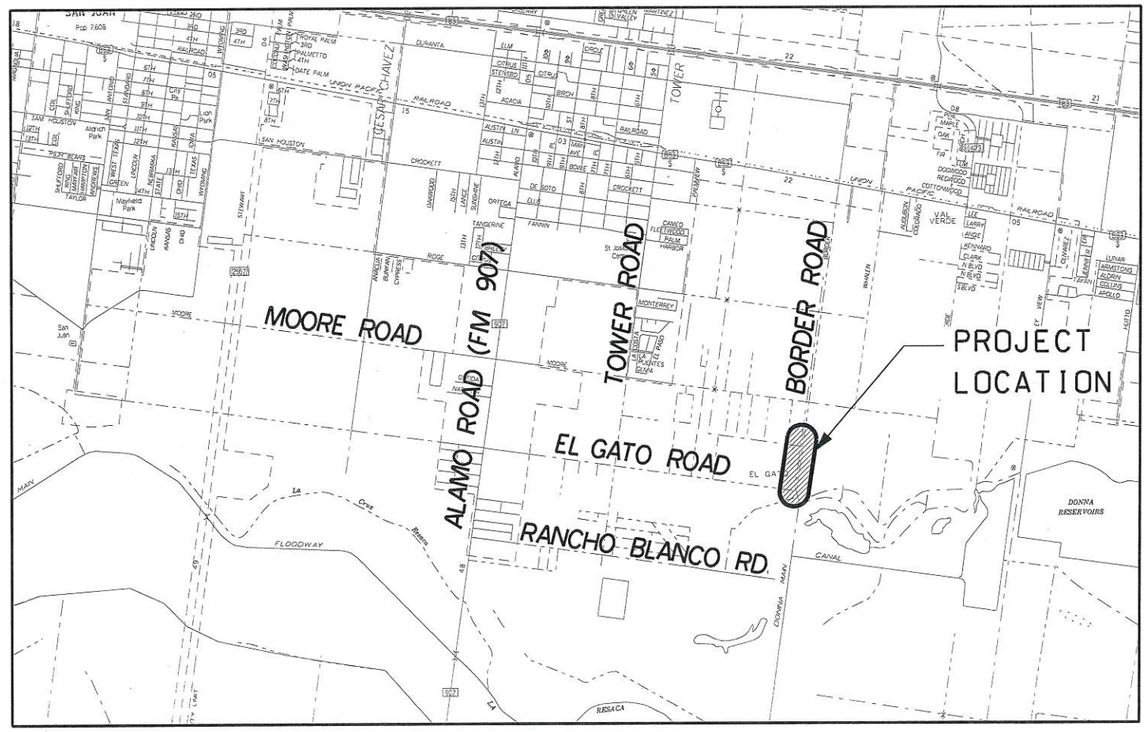
ALAMO EXPRESSWAY DRAIN
BORDER ROAD CROSSING
IMPROVEMENTS
RECORD DRAWING

NET LENGTH OF PROJECT = 1,733 FT = 0.33 MILES

LIMITS: INTERSECTION OF BORDER ROAD &
EL GATO ROAD

RE-CONSTRUCTION OF EXISTING CULVERT CROSSING:
CONSISTING OF DITCH REGRADING AND RELOCATION,
CULVERT REPLACEMENT, DRAINAGE IMPROVEMENTS

INDEX OF SHEETS



STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED PROFESSIONAL ENGINEER
P.E.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 9-26-14

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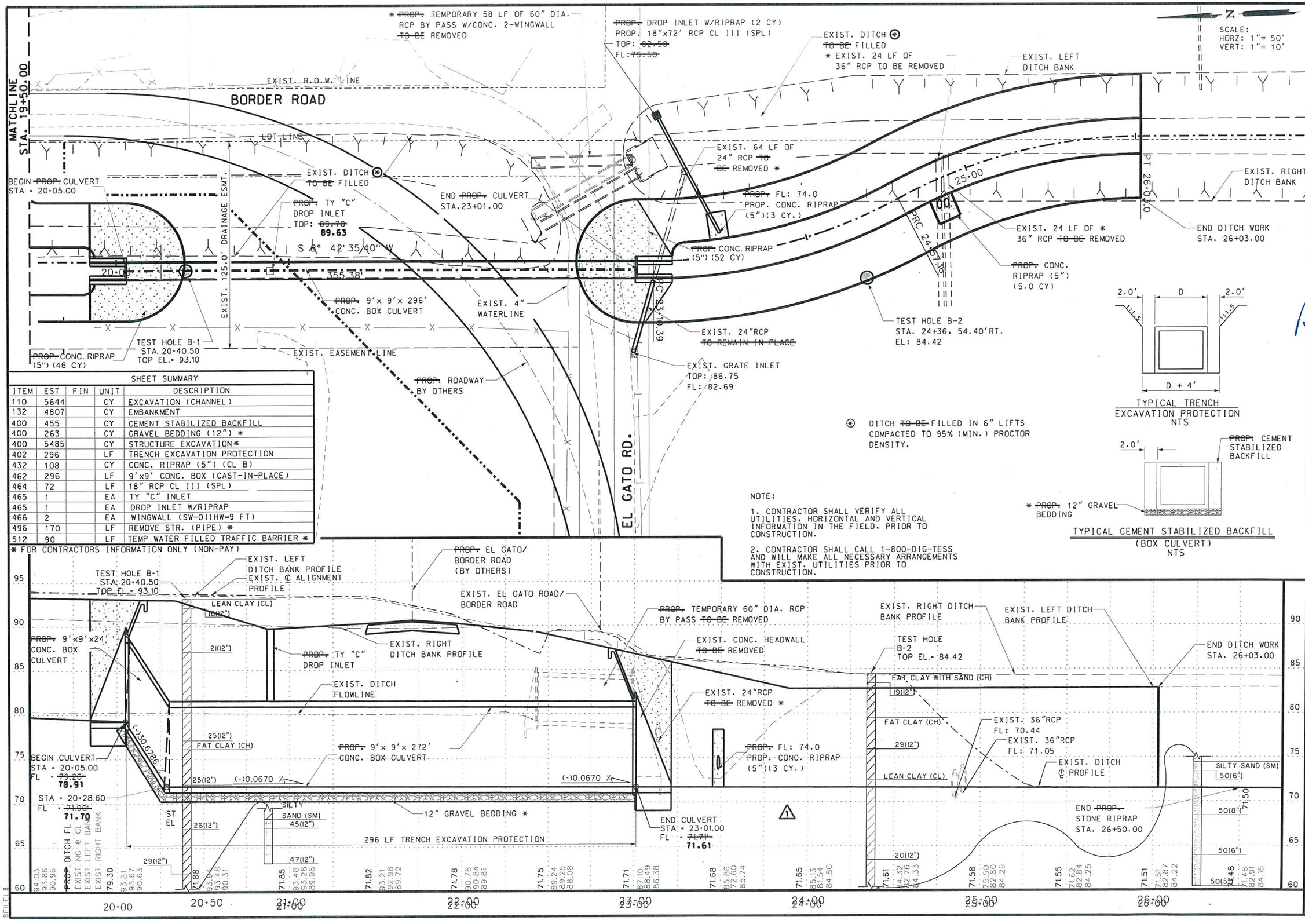
R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486



SHEET SUMMARY				
ITEM	EST	FIN	UNIT	DESCRIPTION
110	5644		CY	EXCAVATION (CHANNEL)
132	4807		CY	EMBANKMENT
400	455		CY	CEMENT STABILIZED BACKFILL
400	263		CY	GRAVEL BEDDING (12") *
400	5485		CY	STRUCTURE EXCAVATION*
402	296		LF	TRENCH EXCAVATION PROTECTION
432	108		CY	CONC. RIPRAP (5") (CL B)
462	296		LF	9'x9' CONC. BOX (CAST-IN-PLACE)
464	72		LF	18" RCP CL III (SPL)
465	1		EA	TY "C" INLET
465	1		EA	DROP INLET W/RIPRAP
466	2		EA	WINGWALL (SW-0)(HW=9 FT)
496	170		LF	REMOVE STR. (PIPE) *
512	90		LF	TEMP WATER FILLED TRAFFIC BARRIER *

* FOR CONTRACTORS INFORMATION ONLY (NON-PAY)

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STATE OF TEXAS · RAMIRO GUTIERREZ · 65948 · REGISTERED PROFESSIONAL ENGINEER

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HIDALGO COUNTY DRAINAGE DIST. No. 1
ALAMO EXPRESSWAY DRAIN
BORDER ROAD CROSSING
DITCH PLAN & PROFILE
RECORD DRAWING

BY	DATE	REVISION

FB. No:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No. 2

AI-47319 **11.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval for Budget Amendment from District's CIP 2008 Bond Series Fund (132) in the amount of $476,872.88 for funding of Work Authorization No. 1 in the amount of $6,234.78 and Work Authorization no. 2 in the amount of $470,638.10 from Dannenbaum Engineering Company-McAllen, L.L.C. related to Hidalgo County Irrigation District No. 1 (Edinburg Pump/Penitas Pump) and Levee Rehabilitiation Project.

BACKGROUND

Attachments

2008 BS-Bdgt 041 Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/06/2014 03:49 PM
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Claudette Guerrero Started On: 11/06/2014 02:30 PM

Final Approval Date: 11/07/2014

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

902 N. Doolittle Road Edinburg, Texas 78542 (956)292-7090 Fax (956)292-7099

DATE 11/10/2014
DEPARTMENT HEAD Godfrey Garza, Jr.
DEPARTMENT NAME Hidalgo County Drainage Distrirct
ACCOUNT NUMBER 132-433-041
Hidalgo County Irrigation District No. 1-Edinburg Pump/Penitas Pump and Levee Rehabilitation Project

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
14-132-433-041-000-000-43340	HCID#1-Edinburg Pump/Penitas Pump & Levee Rehab-Engineering and Architectural Services	$ 476,872.88
	TOTAL BUDGET INCREASE REQUEST	$ 476,872.88

REASON:

Budget Amendment required to fund WA#1-$6,234.78 & WA#2-$470,638.10 from Dannenbaum Engineering Company-McAllen, LLC for the Hidalgo County Irrigation District No. 1 Edinburg Pump/Penitas Pump and Levee Rehabilitation Projects.

Department Head **Board Of Directors**

DATE **DATE**

Zimbra **claudette.guerrero@hcdd1.org**

Agenda for 11/10/2014

From : Jaime Salazar <jaime.salazar@hcdd1.org> Thu, Nov 06, 2014 09:47 AM

Subject : Agenda for 11/10/2014 1 attachment

To : Claudette Guerrero <claudette.guerrero@hcdd1.org>, Lora Briones <lora.briones@hcdd1.org>

Cc : Godfrey Garza (g.g@hcdd1.org) <g.g@hcdd1.org>, sylvia sanchez <sylvia.sanchez@hcdd1.org>

Claudette, attached is a copy of the agenda for 11/10/2014. As per Godfrey the items associated with Dannenbaum and the Edinburg / Penitas Pump House should be funded with the 2006 Bond series.

Please review amounts associated with each agenda item and let me know it you have any questions.

Thank you,

Jaime J. Salazar, Buyer
Hidalgo County Drainage District No.1
902 N. Doolittle
Edinburg, TX 78542
Phone: (956)292-7080
Fax: (956)292-7089

11102014 agenda.pdf
588 KB

AI-47324 **12.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request Approval of Budget Amendment from District's CIP 2013 Bond Series Fund (133) in the amount of $98,295.42 to fund budget shortfall for Construction Contract no. HCDD1-14-027-10-14 NMD Weir No. 1 w/ Foremost Paving, Inc. BOD 10-14-2014.

BACKGROUND

Attachments

2013 BS-Bdgt 375 Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/06/2014 03:49 PM
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Claudette Guerrero Started On: 11/06/2014 03:24 PM

Final Approval Date: 11/07/2014

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

902 N. Doolittle Road Edinburg, Texas 78542 (956)292-7080 Fax (956)292-7089

HCDD-1

DATE **11/10/2014**
DEPARTMENT HEAD Godfrey Garza, Jr.
DEPARTMENT NAME Hidalgo County Drainage Distrirct
ACCOUNT NUMBER 133-433-375
Weir System Rehabilitation Project

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
14-133-433-375-000-000-47330	Weir System Rehabilitation Project-NMD Weir#1-Drainage Ditches & Structures	$ 98,295.42
14-133-433-390-000-000-48990	CIP 2013 Bond Series-Contingencies-Undistributed	$ (98,295.42)
	TOTAL BUDGET INCREASE REQUEST	**$ 98,295.42**

REASON:

Budget Amendment required to fund budget shortage for Construction Contract No. 14-027-10-14 NMD Weir No. 1-Foremost Paving, Inc. BOD 10-14-14

Department Head **Board Of Directors**

DATE **DATE**

Zimbra **claudette.guerrero@hcdd1.org**

Re: Discrepancy Notice Foremost Paving, Inc/ Construction Contract-14-027-10-14-NMD Weir No. 1

From : Jaime Salazar <jaime.salazar@hcdd1.org> Thu, Nov 06, 2014 10:03 AM

Subject : Re: Discrepancy Notice Foremost Paving, Inc/ Construction Contract-14-027-10-14-NMD Weir No. 1 2 attachments

To : Claudette Guerrero <claudette.guerrero@hcdd1.org>

Cc : Lora Briones <lora.briones@hcdd1.org>, Godfrey Garza (g.g@hcdd1.org) <g.g@hcdd1.org>, JOEY GARZA <jose.garza@hcdd1.org>

Claudette, as per Godfrey's recommendation please appropriate $98,295.42 from the bonds contingency account to meet the amount required for the p.o. requisition submitted for Construction Contract No. HCDD1-14-027-10-14.

Thank you,

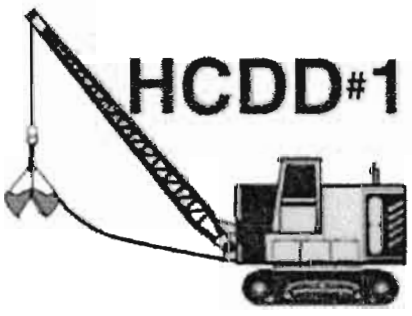
Jaime J. Salazar, Buyer
Hidalgo County Drainage District No.1
902 N. Doolittle
Edinburg, TX 78542
Phone: (956)292-7080
Fax: (956)292-7089

From: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
To: "Jaime Salazar" <jaime.salazar@hcdd1.org>
Cc: "Lora Briones" <lora.briones@hcdd1.org>, "Godfrey Garza (g.g@hcdd1.org)" <g.g@hcdd1.org>, "JOEY GARZA" <jose.garza@hcdd1.org>
Sent: Wednesday, November 5, 2014 4:34:45 PM
Subject: Re: Discrepancy Notice Foremost Paving, Inc/ Construction Contract-14-027-10-14-NMD Weir No. 1

As requested, attached please find the expenditure reports for the NMD-Weir No. 1; please be advised, that the Contract w/Halff & Associates is for NMD Weir No. 1 and MFC Weir no. 4. As of today; there are no encumbrances for MFC Weir No. 4; pending an amendment to the contract due to the re-issuance of MFC Weir No. 4 project to S&B Infrastructure on 03-11-2014 in error.

Let us know if we can be of further assistance to you.

Thank you,



Claudette Guerrero, Accountant
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542
Off: (956)292-7080 ext: 5804
Fax: (956)292-7089
claudette.guerrero@hcdd1.org

From: "Jaime Salazar" <jaime.salazar@hcdd1.org>
To: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>, "Lora Briones" <lora.briones@hcdd1.org>
Cc: "Godfrey Garza (g.g@hcdd1.org)" <g.g@hcdd1.org>
Sent: Wednesday, November 5, 2014 3:12:28 PM
Subject: Fwd: Discrepancy Notice Foremost Paving, Inc/ Construction Contract-14-027-10-14-NMD Weir No. 1

Claudette, please see email below from Godfrey. Let me know if you have any questions.

Thank you,

Jaime J. Salazar, Buyer
Hidalgo County Drainage District No.1
902 N. Doolittle
Edinburg, TX 78542
Phone: (956)292-7080
Fax: (956)292-7089

From: "Godfrey Garza" <g.g@hcdd1.org>
To: "Jaime Salazar" <jaime.salazar@hcdd1.org>
Sent: Wednesday, November 5, 2014 3:08:32 PM
Subject: Fwd: Discrepancy Notice Foremost Paving, Inc/ Construction Contract-14-027-10-14-NMD Weir No. 1

Jaime:

Please provide existing cost expenditures for each one of the Weir's on this particular contract including both engineering, and associated professional services. After I review this I will give you my recommendation where the required additional funding, if any, is needed and what accounts to encumber.

Thank you,
Godfrey

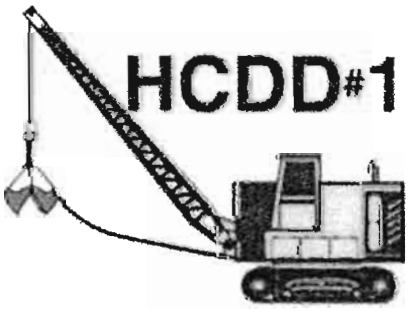
From: "Claudette Guerrero" <claudette.guerrero@hcdd1.org>
To: "Jaime Salazar" <jaime.salazar@hcdd1.org>
Cc: "Lora Briones" <lora.briones@hcdd1.org>, "Godfrey Garza" <g.g@hcdd1.org>, "JOEY GARZA" <jose.garza@hcdd1.org>
Sent: Wednesday, November 5, 2014 3:03:39 PM
Subject: Discrepancy Notice Foremost Paving, Inc/ Construction Contract-14-027-10-14-NMD Weir No. 1

Jaime,

Attached please find a discrepancy notice pertaining your request for a purchase order pertaining to the project noted above.

Let us know should you have any questions.

Thank you,



Claudette Guerrero, Accountant
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542
Off: (956)292-7080 ext: 5804
Fax: (956)292-7089
claudette.guerrero@hcdd1.org

Signature(claudette)acct2013.jpg
32 KB

Signature(claudette)acct2013.jpg
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Hidalgo County Drainage District #1
Encumbrance Budget Report - 2014-LOra e
133 - CIP 2013 BOND SERIES
14 - Year 2014
From 11/1/2014 Through 11/30/2014

Account Code	Account Title	Original Budget	Adjustments and Transfers	Revised Budget	YTD Encumbrance	Current Period Actual	YTD Actual	YTD Actual & Encumbrance	Total Revised Budget Variance
433	Drainage Flood Control								
390	Contingencies								
48990	Undistributed	3,734,166.00	(192,800.00)	3,541,366.00	0.00	0.00	0.00	0.00	3,541,366.00
Total 390	Contingencies	(3,734,166.00)	192,800.00	(3,541,366.00)	0.00	0.00	0.00	0.00	(3,541,366.00)
Total 433	Drainage Flood Control	(3,734,166.00)	192,800.00	(3,541,366.00)	0.00	0.00	0.00	0.00	(3,541,366.00)
	Total 14 - Year 2014	(3,734,166.00)	192,800.00	(3,541,366.00)	0.00	0.00	0.00	0.00	(3,541,366.00)
	Total 133 - CIP 2013 BOND SERIES	(3,734,166.00)	192,800.00	(3,541,366.00)	0.00	0.00	0.00	0.00	(3,541,366.00)
Report Total		(3,734,166.00)	192,800.00	(3,541,366.00)	0.00	0.00	0.00	0.00	0.00

AI-47337 **13.**

DRAINAGE DISTRICT

Meeting Date: 11/10/2014

Submitted For: Godfrey Garza Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Approval to rescind action taken on 3/11/14 as it relates to item 4 (AI 43483) and place Administration of the financial personnel back under the District Manager
B. Approval to engage the services of the Hidalgo County Auditor's Department for the financial auditing of the District's 2013 Bond Series through the District's Interlocal Agreement dated 9/23/14

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	11/07/2014 09:59 AM

Form Started By: Monica Badillo Started On: 11/07/2014 09:45 AM

Final Approval Date: 11/07/2014