



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
April 14, 2015
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held at the Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. **AI -48746** Requesting authority to enter into a 12 month tower lease service with Mobile Relay Partners, LTD for Starnet Repeater Services for District's Two Way Radios from March 1, 2015 through February 1, 2016 in the amount of \$6,197.16.
6. **AI -49187** 2012 Bond Referendum Project:
Approval of the following Settlement Statement for Lot 14, Blk 44 Alamo Land & Sugar (Pct.2) Parcel #1, \$20,855.00 plus settlement fee of \$1,519.97
7. **AI -49281** Approval of closing documents for parcels #50,#52 and #60 of the J-09 drainage project and authorization for Board Chairman to execute same.
8. **AI -49284** A.) Requesting approval to advertise for RFB No.: HCDD1-15-008-05-13 "GASOLINE, ON & OFF HIGHWAY DIESEL FUEL"

B.) Requesting approval to purchase HD Rubber Discharge Hose with Quick Disconnect Fittings from XYLEM through the District's membership with HGAC Contract No. CM02-15 in the amount of \$55,100.00.

9. AI -49313 2013 BOND SERIES

A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with L&G Consulting Engineers, Inc. as it relates to Pct. 2 - Pharr McAllen Drain & South Flood Water Channel Watershed Improvement Project. Approved for negotiations by HCDD1 Board on March 31, 2015.

B.) Pursuant to the Boards of approval of Agreement for Professional Engineering Services with L&G Consulting Engineers, Inc. requesting approval of Work Authorization No. 1 in the amount of \$231,275.18 for the coordination with TxDOT-County-City to Accommodate local drainage needs as it relates to Pct. 2 - Pharr McAllen Drain & South Flood Water Channel Watershed Improvement Project.

10. Closed Session:

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

A. Real Estate Acquisition

B. Pending and/or Potential Litigation

11. Open Session:

A. Real Estate Acquisition

B. Pending and/or Potential Litigation

12. Closed Session:

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

13. Open Session:

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

14. Adjourn

AI -48746

5.

DRAINAGE DISTRICT

Meeting Date: 04/14/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to enter into a 12 month tower lease service with Mobile Relay Partners, LTD for Starnet Repeater Services for District's Two Way Radios from March 1, 2015 through February 1, 2016 in the amount of \$6,197.16.

BACKGROUND

Fiscal Impact

Attachments

Mobile Relays Lease Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/23/2015 11:36 AM
Final Approval	Monica Badillo	04/10/2015 06:13 PM
Form Started By: Claudette Guerrero		Started On: 03/04/2015 05:15 PM
Final Approval Date: 04/10/2015		

Attn: Claudette

MOBILE RELAYS PARTNERS, LTD.
P.O. Box 1808
McAllen, Tx 78501
956-682-5224 EXT 108 FAX 682-9114

INVOICE

Customer

HIDALGO COUNTY DRAINAGE DIST#1

MOBILE RELAYS AGREEMENT

3/1/2015

117303

Rep
FOB

Qty	Description	Unit Price	TOTAL
	MCALLEN TOWER LEASE		
12	STARNET REPEATER SERVICE	\$516.43	\$6,197.16
	MARCH 2015 THRU FEB 2016		
	MOBILE RELAYS PARTNERS		
	<i>Diana P. Lopez</i> 2/28/15		
	SIGNATURE/ DATE		
	HIDLAGO COUNTY DRAINAGE DIST #1		
	SIGNATURE/ DATE		
		SubTotal	\$6,197.16
		Shipping & Handling	
		Taxes	
		State	
		TOTAL	\$6,197.16

Payment Details

- Cash
- Check
- Credit Card

CC # _____

Expires _____

Office Use Only

QUESTIONS? CALL DIANA AT 956-682-5224 EXT 108

P O BOX 1808/ 515 SOUTH 12 TH ST/ MCALLEN, TX 78505-1808

THANK YOU!

AI -49187

6.

DRAINAGE DISTRICT

Meeting Date: 04/14/2015

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2012 Bond Referendum Project:

Approval of the following Settlement Statement for Lot 14, Blk 44 Alamo Land &
Sugar (Pct.2) Parcel #1, \$20,855.00 plus settlement fee of \$1,519.97

BACKGROUND

Fiscal Impact

Attachments

docs

image2

image1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2015 08:17 AM
Final Approval	Monica Badillo	04/10/2015 06:13 PM
Form Started By: Sylvia Sanchez		Started On: 04/06/2015 02:06 PM
Final Approval Date: 04/10/2015		

L Settlement Charges		4/1/15 10:23 AM	File Number: 789353
700.	Total sales/broker commission		
	Division of commission (line 700) as follows:		
701.	\$	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
702.	\$		
703.	Commission paid at settlement		
704.			
705.	Transaction Fee		
706.	THE FOLLOWING PERSONS, FIRMS OR CORPORATIONS RECEIVED A PORTION		
707.	OF THE REAL ESTATE COMMISSION SHOWN ABOVE:		
708.			
800.	Items payable in connection with loan		
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.	Flood Determination Fee		
809.	Tax Service Fee		
810.	Administration Fee		
811.	Processing Fee		
812.	Courier Fee		
813.	Underwriting fee		
900.	Items required by lender to be paid in advance		
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.	Flood Insurance		
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.	Water District Tax		
1007.	Property Taxes		
1008.	School Tax		
1009.	Aggregate Adjustment		
1100.	Title charges		
1101.	Settlement or closing fee		
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation to Lewis, Monroe & Peña	265.00	
1106.	Notary fees		
1107.	Attorney's fees to <i>includes above items no.:</i>		
1108.	Title insurance to Edwards Abstract and Title Co. <i>includes above items no.:</i>	317.00	
1109.	Lender's coverage		
1110.	Owner's coverage \$20,855.00 \$317.00		
1111.			
1112.	Escrow Fee to Edwards Abstract and Title Co.	700.00	
1113.	Copies		
1114.	Fax Fees		
1115.	Courier/Express Mail Fee		
1116.	Delivery Fees		
1117.	E-Recording Fees		
1118.	Tax Service (Certificates) to Hidalgo & Cameron Tax Information	123.97	
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed \$38.00 Aff \$76.00	114.00	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.			
1206.			
1300.	Additional settlement charges		
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.			
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	1,519.97	0.00

ADDENDUM TO CLOSING STATEMENT

GF#789353

The undersigned hereby acknowledge and agree that:

- (1) Edwards Abstract and Title Co. has assembled the information for this closing statement from third parties utilizing the best information available; however, Edwards Abstract and Title Co. cannot guarantee the accuracy of any information furnished to it by third parties;
- (2) in the event any amount reflected on the closing statement is insufficient to satisfy the item in full, that the responsible party will pay to Edwards Abstract and Title Co. in Edinburg, Texas, such additional amount within five (5) days of a written request for payment, or if sufficient funds are available in escrow, execute an amended closing statement authorizing the additional disbursement;
- (3) all taxes have been paid to all taxing agencies taxing the property and that there are no unpaid taxes on the property other than those being paid as a part of this transaction;
- (4) **Edwards Abstract and Title Co.** may be required to report certain information concerning this transaction to the Internal Revenue Service;
- (5) Any real estate agent, lender or title company involved in this transaction be furnished with a copy of the closing statement and;
- (6) **Edwards Abstract and Title Co.** is authorized to make the expenditures and disbursements reflected in the closing statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the closing statement, and the receipt of a copy of the closing statement.

Executed this April 2, 2015

Hidalgo County Drainage District No. 1

By: _____

Name: _____

Title: _____

Anna Maria Perez

Jose Luis Perez

Affiliated Business Arrangement Disclosure Statement Notice

To: Hidalgo County Drainage District Property: Lot 14, Block 44, ALAMO LAND AND SUGAR
No. 1

and
Anna Maria Perez
Jose Luis Perez

From: Edwards Abstract and Title Co. Date: April 2, 2015 GF No.: 789353

This is to give you notice that Edwards Abstract and Title Co. has a business relationship with Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC. and the law firm of Lewis, Monroe & Pena. The Owners of Edwards Abstract and Title Co. own 100% of Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC. Byron Jay Lewis and Alan D. Monroe, who have ownership interests in Edwards Abstract and Title Co., are also attorneys and own 100% of the law firm of Lewis, Monroe & Pena. Because of these relationships, these referrals may provide Edwards Abstract and Title Co. a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for settlement of your loan or purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Provider</u>	<u>Service</u>	<u>Charge or Range of Charge</u>
Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC	Tax Service	\$78.52 plus tax for each tax account
Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC	Delivery Service	\$7.50 one way for delivery
Lewis, Monroe & Pena Attorneys At Law	Document Preparation	Usual charges for document preparation ranges from \$75 to \$250

ACKNOWLEDGMENT

I/We have read this disclosure form, and understand that Edwards Abstract and Title Co. is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

SELLER:

BUYER:

Anna Maria Perez

Hidalgo County Drainage District No. 1

Jose Luis Perez

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 789353

SELLER(whether one or more): Anna Maria Perez and Jose Luis Perez

BUYER(whether one or more): Hidalgo County Drainage District No. 1

PROPERTY: Being a 0.078 of an acre of land out of a 2.588-acre tract of land out of Lot Fourteen (14), Block Forty- four (44), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24, Map Records, Hidalgo County, Texas

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Edwards Abstract and Title Co. (hereinafter called "TITLE COMPANY"), and agree to same. Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's
Initials

1) WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right, adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's
Initials

2) RECEIPT OF COMMITMENT. BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.

Buyer's
Initials

3) UNSURVEYED PROPERTY. BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Buyer's
Initials

4(B). BOUNDARY COVERAGE. As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 5% of the Basic Rate for the Residential Owner Title Policy and payment of an additional 15% of the Basic Rate T.1 Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's
Initials

Buyer's
Initials

5. PROPERTY TAX PRORATIONS.

Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's
Initials

6) TAX RENDITION AND EXEMPTIONS.

Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's
Initials

7. HOMEOWNER'S ASSOCIATION.

BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

Seller's
Initials

Buyer's
Initials

8) CLOSING DISCLAIMER.

SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

- A) ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- B) ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
- C) ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's
Initials

9) ARBITRATION.

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties may later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision. IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 9.

Seller's
Initials

10) IRS REPORTING.

SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

Seller's
Initials

Buyer's
Initials

11) ERRORS AND OMISSIONS.

In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction

documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Buyer's
Initials

12) ATTORNEY REPRESENTATION AND NOTICE.

BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy are an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

Seller's
Initials

Buyer's
Initials

13) PRIVACY POLICY NOTICE Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Edwards Abstract & Title Co..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance securities, and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Buyer's
Initials

14) ACCEPTANCE OF PROPERTY. BUYER accepts the Property in its present condition, acknowledges that TITLE COMPANY has not made any representations as to the condition of the Property, and releases and holds harmless TITLE COMPANY from any and all liability in regard to the condition of the property.

Seller's
Initials

Buyer's
Initials

15) REPAIRS AND TREATMENTS. BUYER and SELLER acknowledge their understanding that the TITLE COMPANY shall have no duty, liability, or responsibility concerning completion, quality of workmanship or materials, or payment for any pre-closing or post-closing repairs or treatments to the PROPERTY that may have been agreed upon or otherwise contemplated between BUYER and SELLER. BUYER accepts sole responsibility to verify that all repairs and treatments required of SELLER have been completed to the satisfaction of BUYER prior to closing.

Buyer's
Initials

16) ZONING AND UTILITIES. BUYER accepts the current zoning of the Property and availability of utilities, acknowledges that TITLE COMPANY has not made any representations as to the zoning of the Property or availability of utilities or the ability of BUYER to use the Property for Buyer's intended use, and releases and holds harmless TITLE COMPANY from any and all liability in regard to the zoning of the Property or availability of utilities. BUYER accepts sole responsibility to obtain such information as to zoning and utilities as BUYER deems necessary and to verify its accuracy to the satisfaction of BUYER prior to closing.

Seller's Initials _____
Buyer's Initials _____

17) SUBDIVISION REQUIREMENTS. Buyer and Seller acknowledge their understanding that the Title Company shall have no duty, liability, or responsibility to determine whether or not the Property complies with State or local Subdivision requirements. Seller and Buyer accept responsibility to comply with state and local subdivision requirements in the transfer and use of the Property. Buyer accepts sole responsibility to verify that the property complies with subdivision requirements and that Buyer can obtain a building permit, if any, for Buyer's intended use of the Property.

Seller's Initials _____
Buyer's Initials _____

18) ACCESS. Buyer accepts sole responsibility to determine if access to the Property is adequate for Buyer's intended use and acknowledges that Title Company has not made any representations to Buyer regarding whether or not access to the Property is adequate for purposes of subdividing the Property or obtaining a building permit or for any other intended use of the Property by Buyer.

Buyer's Initials _____

19) AUTHORIZATION TO CLOSE. By Initialing this item, BUYER notifies TITLE COMPANY that all conditions to closing this transaction contained in the contract between BUYER and SELLER have been met to the satisfaction of BUYER, and BUYER hereby authorizes TITLE COMPANY to close and fund this transaction.

SELLER SIGNATURE

Anna Maria Perez

Jose Luis Perez

State of Texas

County of Hidalgo

This instrument was acknowledged before me on the 2nd day of April, 2015, by Anna Maria Perez and Jose Luis Perez .

Notary Public, State of Texas

BUYER SIGNATURE

Hidalgo County Drainage District No. 1

By: _____
Name: _____
Title: _____

State of Texas

County of Hidalgo

This instrument was acknowledged before me on the ____ day of April, 2015, by _____, _____, of Hidalgo County Drainage District No. 1, on behalf of said corporation.

Notary Public, State of Texas

TAX LETTER

TO: EDWARDS ABSTRACT AND TITLE CO.

RE: GF#789353

SELLER AND BUYER of the following described real estate, to-wit: Being a 0.078 of an acre of land out of a 2.588-acre tract of land out of Lot Fourteen (14), Block Forty- four (44), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24, Map Records, Hidalgo County, Texas. Said 2.588-acre tract is the "Property"

The undersigned hereby acknowledge the following:

- 1 That EDWARDS ABSTRACT AND TITLE CO. as closing agent, has pro-rated taxes covering the Property for the year **2015** between Buyer and Seller as of the closing and/or proration date as reflected on the closing statements, using tax figures for the year **2014**, obtained from and furnished by each of the following taxing agencies taxing such property, to-wit:

County of Hidalgo
PSJA I.S.D.
HCID2

2. That EDWARDS ABSTRACT AND TITLE CO. has no responsibility for and does not guarantee the accuracy of the tax figures furnished it by such taxing agencies.
3. That in the event the taxes change, and are greater or lesser than the prior year's taxes used by EDWARDS ABSTRACT AND TITLE CO. in the prorations, Buyer and Seller shall look solely to each other for any adjustments to be made in the pro-rations and agree that EDWARDS ABSTRACT AND TITLE CO. shall not be responsible therefore, in any manner.
4. That EDWARDS ABSTRACT AND TITLE CO. is not responsible for notifying the taxing agencies of the change in ownership of the Property and of the correct mailing address for mailing of future tax statements and that the Buyer shall be solely responsible for such notification to such agencies. The Tax Statements will continue to be sent to the previous owner unless the Hidalgo County Appraisal District has received property notification of the change of ownership.

Upon receipt of the recorded Warranty Deed, which is mailed to you directly from the Hidalgo County Clerk's office, you should immediately take it to:

**Hidalgo County Appraisal District
4405 South Professional Dr.
Edinburg, Texas 78540
956-381-8466**

At the Hidalgo County Appraisal District office, you should do the following:

1. Advise them of your mailing address
2. Apply for any exemptions
3. Verify the assessed value

PURCHASERS INITIALS: _____

NOTICE: IT IS THE RESPONSIBILITY OF THE NEW OWNERS TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT, IF ANY, OF THE CHANGE OF OWNERSHIP, FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST FOR LATE PAYMENT BEING ADDED TO YOUR TAX STATEMENTS.

5. That Buyer has been informed and understands that the Owner's Policy of Title Insurance being issued to him by EDWARDS ABSTRACT AND TITLE CO. in the captioned transaction is subject to subsequent assessments for prior years due to change in land usage or ownership and that such Owner's Policy of Title Insurance does not protect Buyer against any such subsequent assessments. If Buyer has agreed with Seller to pay the taxes, then in the event any taxes on the Property other than those being paid as a part of this transaction are later found to be due, then Buyer will pay such taxes together with penalties, interest, and attorney's fees immediately upon demand and agrees to indemnify and hold harmless Edwards Abstract and Title Co., and its underwriters, from any and all such taxes, penalties, interest, and attorney's fees.

6. Seller represents that all taxes have been paid to all taxing agencies taxing the property and there are not unpaid taxes on the Property other than those being paid as a part of this transaction and agrees that in the event there are unpaid taxes on the Property that result in a claim being made by any of such taxing agencies for the payment of additional funds, either for taxes, penalties, interest or attorney's fees, that he shall pay such taxes, penalties, interest or attorney's fees immediately upon demand of him by said Title Company, and Seller hereby agrees to indemnify and hold harmless EDWARDS ABSTRACT AND TITLE CO., and its underwriter, from any and all such taxes, penalties, interest or attorney's fees.

DATED this 2nd day of April, 2015.

Sellers:

Anna Maria Perez

Jose Luis Perez

Buyers:

Hidalgo County Drainage District No. 1

By: _____

Name: _____

Title: _____

LEWIS, MONROE & PEÑA
ATTORNEYS AT LAW

3111 W. Freddy Gonzalez Dr., Edinburg, Texas 78539
(956) 383-4951

ATTORNEY REPRESENTATION AND FEE LETTER

The legal documents needed for this closing have been prepared by the law office of Lewis, Monroe & Peña (The Firm). The legal fees for preparation of the documents are based on the customary fees charged for document preparation in similar transactions. The Firm has undertaken to prepare documents only, and has not in any way undertaken to assist or advise the seller or buyer about this transaction or the documents executed in connection with it.

All documents were prepared by The Firm based on information provided to it by third parties (e.g. the earnest money contract, title commitment and loan closing instructions), and it has not made any independent effort to verify this information.

The Firm may have prepared the legal documents for both seller and buyer and may also have given legal advice to Edwards Abstract and Title Co. concerning this transaction. Under the strict rules which lawyers must follow to avoid conflicts of interest, The Firm has determined that it would be able to prepare the documents in such a case. However, The Firm has not undertaken to give you legal advice regarding this fee letter agreement and urges you to consult independent legal counsel regarding questions of conflict of interest and your obligations under this agreement.

We, the undersigned hereby designate Lewis, Monroe & Peña to prepare the legal documents and agree to pay the fees charged by Lewis, Monroe & Peña for document preparation as shown on the closing statement.

Date: 4/2/2015

GF No. 789353

DOCUMENT PREPARATION FEE:

Anna Maria Perez

Jose Luis Perez

Hidalgo County Drainage District No. 1

By: _____

Name: _____

Title: _____

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING
as required by the Internal Revenue Service**

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Return Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide the settlement agent with your correct Taxpayer Identification Number. If you do not provide the settlement agent with your Taxpayer Identification Number, you may be subject to civil or criminal penalties as imposed by law.

File Number: 789353

Taxpayer ID Number: _____

Taxpayer ID Type: _____

INDIVIDUAL SELLER NAME

Last Name: Perez

First and Middle Name: Anna

Mailing Address: _____

TRANSACTION INFORMATION

Closing Date: 4/2/2015

Contract Sales Price: \$20,855.00

County, City, and School taxes paid in advance by seller, charged to buyer: \$ _____

Description of Property: Alamo Land & Sugar Co Lot 14 Blk 44

Has the seller received (or will receive) property other than cash and consideration treated as cash or services as part of the consideration for this transaction? _____

If multiple sellers – Request is hereby made that you allocate the sales price among the sellers:

If multiple sellers – Request is hereby made that you allocate the seller tax credit among the sellers:

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

Date: _____

Seller's Signature

SETTLEMENT AGENT INFORMATION (to be completed by the settlement agent)

Name: Edwards Abstract and Title Co.
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

Phone: (956) 383-4951

Taxpayer ID Number: 743021275

SUBSTITUTION FORM 1099

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING
as required by the Internal Revenue Service**

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Return Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide the settlement agent with your correct Taxpayer Identification Number. If you do not provide the settlement agent with your Taxpayer Identification Number, you may be subject to civil or criminal penalties as imposed by law.

File Number: 789353

Taxpayer ID Number: _____

Taxpayer ID Type: _____

INDIVIDUAL SELLER NAME

Last Name: Perez

First and Middle Name: Jose

Mailing Address: _____

TRANSACTION INFORMATION

Closing Date: 4/2/2015

Contract Sales Price: \$20,855.00

County, City, and School taxes paid in advance by seller, charged to buyer: \$ _____

Description of Property: Alamo Land & Sugar Co Lot 14 Blk 44

Has the seller received (or will receive) property other than cash and consideration treated as cash or services as part of the consideration for this transaction? _____

If multiple sellers – Request is hereby made that you allocate the sales price among the sellers:

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CERTIFICATION

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Date: _____

Seller's Signature

SETTLEMENT AGENT INFORMATION (to be completed by the settlement agent)

Name: Edwards Abstract and Title Co.
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

Phone: (956) 383-4951

Taxpayer ID Number: 743021275

SUBSTITUTION FORM 1099

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**CERTIFICATION OF NON-FOREIGN STATUS
FIRPTA Certification**

INDIVIDUAL TRANSFEROR(S)

Section 1445 of the Internal Revenue Code [26 USCS § 1445] provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my/our disposition of a U.S. real property interest, I /we hereby certify the following:

1. I/we am/are not a nonresident alien for purposes of U.S. income taxation;
2. My/our U.S. taxpayer identifying number [Social Security number] is/are _____ and _____; and
3. My/our home address is:

I/we understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I/we have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I/we declare that I/we have examined this certification and to the best of my/our knowledge and belief it is true, correct, and complete.

[Signature] Jose Luis Perez
Print Name: _____

[Date]

[Signature] Anna Maria Perez
Print Name: _____

[Date]

TO BE FILLED IN PERSONALLY
BY SELLER OR BORROWER IN HIS OWN HANDWRITING
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
USE SEPARATE FORM FOR EACH PARTY

File Number: 789353

SUBJECT PROPERTY:

Being a 0.078 of an acre of land out of a 2.588-acre tract of land out of Lot Fourteen (14), Block Forty- four (44), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24, Map Records, Hidalgo County, Texas. Said 2.588-acre tract is vested to Jose Luis Perez and wife, Anna Maria Perez from F. W. Cherrington by virtue of a General Warranty Deed with Vendor's Lien in favor of Third Party dated November 2,

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Jose Luis Perez
Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me or proved to me through identity card or other document to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party	Approximate Amount
_____	_____
_____	_____
_____	_____

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

Creditor	Approximate Amount
_____	_____
_____	_____
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.
4. No parties are in possession other than affiant, except as follows:

*To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: _____. Seller's address (office address, if seller is an entity; home address if seller is an individual) is _____. This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Jose Luis Perez

Sworn to and subscribed before me this 2nd day of April, 2015.

Notary Public in and for the State of Texas

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

TO BE FILLED IN PERSONALLY
BY SELLER OR BORROWER IN HIS OWN HANDWRITING
 INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
 USE SEPARATE FORM FOR EACH PARTY

File Number: 789353

SUBJECT PROPERTY:

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STATE OF TEXAS
 COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Anna Maria Perez
 Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me or proved to me through identity card or other document to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party	Approximate Amount

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

Creditor	Approximate Amount

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.
4. No parties are in possession other than affiant, except as follows:

*To be filled in if a sale - *The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: _____. Seller's address (office address, if seller is an entity; home address if seller is an individual) is: _____. This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

 Anna Maria Perez

Sworn to and subscribed before me this 2nd day of April, 2015.

 Notary Public in and for the State of Texas

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
 *If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.
 Revised 9-92

EXHIBIT "A"

Being a 0.078 of an acre of land out of a 2.588-acre tract of land out of Lot Fourteen (14), Block Forty-four (44), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24, Map Records, Hidalgo County, Texas. Said 2.588-acre tract is vested to Jose Luis Perez and wife, Anna Maria Perez from F. W. Cherrington by virtue of a General Warranty Deed with Vendor's Lien in favor of Third Party dated November 2, 1993, recorded in Document No. 353182, Official Records of Hidalgo County, Texas. Said 0.078 of an acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle found at the Southwest corner of Lot 14, Block 44, Alamo Land and Sugar Company Subdivision, THENCE, North 08 degrees 25 minutes 00 seconds East, with the West line of Lot 14, Block 44, Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a No. 4 rebar found at the North right-of-way line of Sioux Road for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, continuing, North 8 degrees 25 minutes 00 seconds East, with the West line of said Lot 14, Block 44, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 35 minutes 00 seconds East, parallel to the South line of said Lot 14, Block 44, a distance of 170.82 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the Southwest corner of Lot 1, Ala M' Donna Estates (as recorded in Volume 25, Page 103B, Map Records, Hidalgo County, Texas) for the Northeast corner of this tract of land;

THENCE, South 08 degrees 25 minutes 00 seconds West, with the West line of said Ala M' Donna Estates, a distance of 20.00 to a No. 4 rebar set (with a plastic cap stamped RGEC) at the North right-of-way line of said Sioux Road for the Southeast corner of this tract of land;

THENCE, North 81 degrees 35 minutes 00 seconds West, with the North right-of-way line of said Sioux Road, a distance of 170.82 feet to the POINT OF BEGINNING and containing a proposed net taking of 0.078 of an acre of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

135TH ANNIVERSARY

1880-2015

Proud Legacy of Service

Serving Hidalgo &
Cameron Counties

A stylized, calligraphic logo in dark blue ink, featuring the letters 'E', 'A', and 'T' intertwined in a fluid, cursive script. The logo is positioned on the right side of the image, overlapping a background image of a brick building.

EDWARDS ABSTRACT AND TITLE CO.

AI -49281

7.

DRAINAGE DISTRICT

Meeting Date: 04/14/2015

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of closing documents for parcels #50,#52 and #60 of the J-09 drainage project and authorization for Board Chairman to execute same.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 08:21 AM
Final Approval	Monica Badillo	04/10/2015 06:13 PM
Form Started By: Sylvia Sanchez		Started On: 04/09/2015 03:40 PM
Final Approval Date: 04/10/2015		

AI -49284

8.

DRAINAGE DISTRICT

Meeting Date: 04/14/2015

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to advertise for RFB No.: HCDD1-15-008-05-13
"GASOLINE, ON & OFF HIGHWAY DIESEL FUEL"

B.) Requesting approval to purchase HD Rubber Discharge Hose with Quick
Disconnect Fittings from XYLEM through the District's membership with HGAC
Contract No. CM02-15 in the amount of \$55,100.00.

BACKGROUND

Fiscal Impact

Attachments

Xylem

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 08:21 AM
Final Approval	Monica Badillo	04/10/2015 06:13 PM
Form Started By: Jaime Salazar		Started On: 04/09/2015 03:52 PM
Final Approval Date: 04/10/2015		

March 25, 2015

Mr. Jaime Salazar
Hidalgo County Drainage District #1
902 North Doolittle Road
Edinburg, TX 78541-7470

Phone: 956-318-2641
Email: jaime.salazar@hcddl.org

RE: HGAC CM02-15 16 Layflat Hose ✓
Sale Quotation 121005649

Dear Mr. Salazar:

Godwin Pumps, a Xylem Brand, is pleased to provide the following sale quotation for your review.

As per your request, Godwin is quoting 16 - 12" x 50' heavy duty 4-ply rubber discharge hoses. These hoses will come with QD (quick disconnect) to adapt to the 12" pumps that you currently own. This particular hose will weigh approximately 10lbs per foot and has a maximum working pressure of 125psi. When the hose is not in use, it will collapse or lay flat for easy transport and storage. The QD connections will be crimped on and the hoses will be delivered completely assembled and ready for use. The lead time for the hoses will be approximately 6-8 weeks.

If, after review, you have any questions please give me a call. Thank you for your interest in Godwin Pumps of America's products and service.

Sincerely,



Jonathan Cantu
Outside Sales Representative

JC / jrs

SALE QUOTATION

HGAC CM02-15

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
Open Market Item:				
A	16	12" x 50' HD Black Rubber Discharge Hose with Godwin Quick Disconnect Fittings	\$ 3,425.00	\$ 54,800.00

NET SALE TOTAL

\$ 54,800.00

DELIVERY CHARGE

\$ 300.00

\$55,100

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

Hoses

Discharge Hoses with Fittings

Heavy Duty Black Rubber Discharge Hose with QD Fittings

	Item Code	Net Price
2" x 50'	HSFF020050QDS	\$264
3" x 50'	HSFF030050QDS	\$365
4" x 50'	HSFF040050QDS	\$502
6" x 50'	HSFF060050QDS	\$834
8" x 50'	HSFF080050QDS	\$1,369
10" x 50'	HSFF100050QDD	\$1,863
12" x 50'	HSFF120050QDD	\$3,425

2" - 6" Hose: 2 Bands Each End and 1 Double Bolt Clamp Each End
8" - 12" Hose: 2 Double Bolt Clamps Each End

Heavy Duty Black Rubber Discharge Hose with CG Fittings

	Item Code	Net Price
2" x 50'	HSFF020050CGS	\$256
3" x 50'	HSFF030050CGS	\$359
4" x 50'	HSFF040050CGS	\$782
6" x 50'	HSFF060050CGS	\$845

2" - 4" Hose: 2 Bands Each End and 1 Double Bolt Clamp Each End
6" Hose: 2 Bands Each End and 2 Double Bolt Clamps Each End

Ironsides Red Discharge Hose with QD Fittings

	Item Code	Net Price
2" x 50'	HSRF020050QDS	\$132
3" x 50'	HSRF030050QDS	\$226
4" x 50'	HSRF040050QDS	\$291
6" x 50'	HSRF060050QDS	\$522
8" x 50'	HSRF080050QDS	\$963

2" - 6" Hose: 2 Bands Each End and 1 Double Bolt Clamp Each End
8" Hose: 2 Double Bolt Clamps Each End

Ironsides Red Discharge Hose with CG Fittings

	Item Code	Net Price
1-1/2" x 50'	HSRF015050CGS	\$99
2" x 50'	HSRF020050CGS	\$124
3" x 50'	HSRF030050CGS	\$211
4" x 50'	HSRF040050CGS	\$281
6" x 50'	HSRF060050CGS	\$535

2" - 4" Hose: 2 Bands Each End and 1 Double Bolt Clamp Each End
6" Hose: 2 Bands Each End and 2 Double Bolt Clamps Each End

Single Jacket White Mill Discharge Hose with QD Fittings

	Item Code	Net Price
2" x 50'	HSWF020050QDS	\$169
3" x 50'	HSWF030050QDS	\$156
4" x 50'	HSWF040050QDS	\$251

2" - 4" Hose: 2 Bands Each End (Additional Adder if Double Bolt Clamps are required)

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

Lessor/Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

OWNERSHIP: FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE LESSOR AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF SUPPLIER'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

ACCEPTANCE/MODIFICATION: Customer's notice to proceed or possession of the goods shall be deemed agreement to and acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Lessor/Supplier and the Customer. No modification of this Contract shall be binding upon Lessor/Supplier unless such modifications are in writing and signed by both parties.

SHIPMENT: Customer shall obtain goods at Lessor's/Supplier's facility unless Lessor/Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Lessor/Supplier, prices are exclusive of the costs thereof, and unless different terms are stated by Lessor/Supplier in this Contract, all prices are F.O.B. Supplier's facility.

REMOVAL: Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Lessor, which shall not be unreasonably withheld.

RENTAL CHARGES: Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Lessor. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made for any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, or week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Supplier four (4) full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Lessor's facility and all handling and transportation charges to and from Lessor's facility, unless otherwise specified herein, shall be paid by Customer.

CREDIT/PAYMENT TERMS: Credit terms are subject to the approval of Supplier's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

INSURANCE: Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and must state that Lessor is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not.

LOSS/DAMAGES: Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Lessor's pick-up receipt for rental goods shall not be construed as Lessor's final clearance to Customer. Customer may be invoiced separately for loss or damages to goods.

OPERATION/INSPECTION: Customer agrees to operate the equipment in accordance with the manufacturer's manuals and instructions. Customer further agrees to place a competent operator in charge of the equipment. The operator shall be responsible for conducting a personal inspection of the equipment to reveal any apparent defects in the equipment and shall immediately notify Lessor of such defects to allow for repair or replacement of the equipment at Lessor's sole discretion. Customer shall operate the equipment at Customer's own risk.

SERVICE/MAINTENANCE: Customer shall be responsible for all fuel and add oils necessary to operate the equipment, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 250 hours of running time, which can be provided by Lessor/Supplier for an additional charge. For rentals, Lessor shall have the right to enter the premises where the rental equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Lessor reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment and return it in the same condition as when received, normal wear and tear accepted, or to pay for any repairs that may be necessary, including cleaning.

WARRANTY: EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, LESSOR/SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR/SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH LESSOR/SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, BY THE OPERATION, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE EQUIPMENT, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK. THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.

LIMITATION OF LIABILITY: LESSOR/SUPPLIER LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS CONTRACT OR \$100, WHICHEVER IS GREATER. UNDER NO CIRCUMSTANCES SHALL LESSOR/SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

DEFAULT/DAMAGES: If Customer is in breach of or default in any terms and conditions of this Contract, Lessor/Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the equipment and return it to Lessor's/Supplier's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Lessor/Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms and conditions of this Contract.

JURISDICTION/VENUE: This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Lessor/Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Lessor/Supplier, at its option, may prosecute collections where debts accrue.

WAIVER: Lessor's/Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

SEVERABILITY: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.

AI -49313

9.

DRAINAGE DISTRICT

Meeting Date: 04/14/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with L&G Consulting Engineers, Inc. as it relates to Pct. 2 - Pharr McAllen Drain & South Flood Water Channel Watershed Improvement Project. Approved for negotiations by HCDD1 Board on March 31, 2015.

B.) Pursuant to the Boards of approval of Agreement for Professional Engineering Services with L&G Consulting Engineers, Inc. requesting approval of Work Authorization No. 1 in the amount of \$231,275.18 for the coordination with TxDOT-County-City to Accommodate local drainage needs as it relates to Pct. 2 - Pharr McAllen Drain & South Flood Water Channel Watershed Improvement Project.

BACKGROUND

Fiscal Impact

Attachments

L&G AGREEMENT

WA No. 1 L&G

Form Review

Inbox

Reviewed By

Date

Budget & Management

Veronica Ortiz

04/10/2015 04:04 PM

Final Approval

Monica Badillo

04/10/2015 06:13 PM

Form Started By: Jaime Salazar

Started On: 04/10/2015 03:15 PM

Final Approval Date: 04/10/2015

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**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **L&G Consulting Engineers, Inc. d/b/a L&G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for the **PHARR MCALLEN DRAIN & SOUTH FLOOD WATER CHANNEL WATERSHED IMPROVEMENT PROJECT**, for **Hidalgo County Precinct No. 2**, 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 sub-consultants, 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; stabiling 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 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.

4/14/2018

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 Execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 Basic Services. For and in consideration of the *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 *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

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**.

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.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

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

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

10.4 Reduction of "Project" Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**,

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

ARTICLE 11. Ownership and Release of Documents.

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

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

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

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

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

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

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

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

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

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

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

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

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

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

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

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

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

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

17.3 Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:	Hidalgo County Drainage District No. 1	ENGINEER:	L&G Engineering
	Attn: District Manager		Attn: Jacinto Garza
	902 N. Doolittle Rd		2100 W. Expressway 83
	Edinburg, TX 78542		Mercedes, Tx. 78570

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

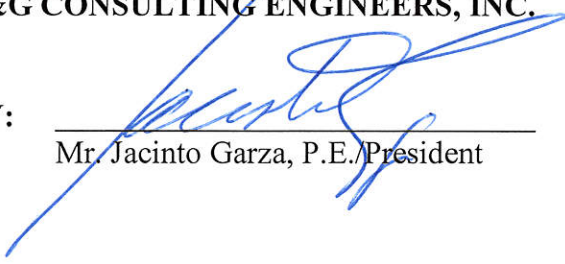
(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

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

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the ____ day of _____, 2015.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: 

Mr. Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY
DRAINAGE DISTRICT NO. 1

BY: _____
Chairman of the Board

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

- ATTACHMENTS:**
- LOCATION MAP
 - 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 -Contract Rates
 - EXHIBIT E -Work Authorization Form
 - EXHIBIT F -Supplemental Agreement Form
 - EXHIBIT G -Certificate of Insurance (*Hidalgo County*)

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"
Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES (<i>Basic</i> or <i>Special</i>)	2 - 3
EXPANDED DESCRIPTION OF SERVICES:	3 - 19

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning & Development	4		
(1) Project Development Schedule	4	(1)"Design Policy & Procedures Manual"	6
(2) Construction Estimate	4	(2) Design Concept Conference	7
(3) Quality Control/Quality Assurance Program	4	(3) Management/Coordination of Engr. Activities	7
(4) Subcontract Administration	4	(4) Implementation of QC/QA Program	7
(5) Funding Sources	4		
(6) Capital Improvement Program	5	(D) Construction Mgt.	7
(7) Management/Coordination of Engr. Activities	5	(1) " <i>Construction Management Policy & Procedures Manual</i> "	7
(8) Implementation of QC/QA Program	5	(2) Construction Bidding	7
		(3) Owner's Representative	8
(B) Preliminary Engineering	5	(4) Defects and Deficiencies	8
(1) Preliminary Concept Conference	5	(5) Progress Reports	8
(2) Management/Coordination of Engr. Activities	5	(6) Contractor Payment	8
(3) Implementation of QC/QA Program	6	(7) Project Site Management	8
(4) Preparation of " <i>Preliminary Engineering Report</i> "	6	(8) Implementation of QC/QA Program	9
(5) Coordination with all Reviewing Agencies	6	(9) Change Orders	9
		(10) Final Acceptance	9
(C) Final Design	6		

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required by Federal Agencies)	10	(3) Water Resource Management Planning	11
(2) Field Surveying & Photogrammetry (if not provided by Owner)	11	(4) Water Rights Attorney	11

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering	12	(B) Final Design	15
(1) Preliminary Field Surveying	12	(1) Right-of-Way Data	15
(2) Data Collection	12	(2) Design Field Surveying	16
(3) Geographical Information System	13	(3) Geotechnical Investigations	16
(4) Hydrologic Analysis	13	(4) Permitting	16
(5) Hydraulic Analysis	14	(5) Channel / Drainage Design	16
(6) Flood Plain Mapping	14	(6) Roadway Design	16
(7) Alternate Solutions & Recommendations	14	(7) Bridge Design	16
(8) Final Report – " Preliminary Engineering Report "	15	(8) Plans, Specifications, and Estimates (PS&E)	17
		(C) Construction	17
		(1) Construction Bidding Documents	17
		(2) Project Site Representation	18
		(3) Miscellaneous Technical Activities	18
		(4) Final Acceptance	19

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 | Special |
| (5) Funding Liaison and Funding Application Preparation | Special |
| (6) Capital Improvement Program (CIP) | Special |
| (7) Management / Coordination of Engineering Activities | Special |
| (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 " | Special |
| (5) Coordination with all reviewing agencies (FEMA, USACE, etc.) | Special |
| (C) Final Design | |
| (1) " Design Policy & Procedures Manual " | Special |
| (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 " | Special |
| (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 | Special |

Engineering:

II PRELIMINARY PROJECT PLANNING & DEVELOPMENT

- | | |
|--|----------------|
| (1) Environmental Document Preparation & Public Involvement (if required
By Federal agencies) | Special |
| (2) Field Surveying & Photogrammetry (if not provided by Owner) | Special |
| (3) Water Resource Management Planning | Special |
| (4) Water Rights Attorney | Special |

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

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

(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) 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:	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 "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.

I. Engineering Management (EM) (cont.)

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 Hidalgo County / L&G Engineering, 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

I. Engineering Management (EM) (cont.)

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

I. Engineering Management (EM) (cont.)

- (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 11—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** 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.

I. Engineering Management (EM) (cont.)

- (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.
- (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

I. Engineering Management (EM) (cont.)

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) **Environmental Document Preparation and Public Involvement** *(if required by Federal/State agencies)*

- (a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:
 - (i) **Project** description
 - (ii) Need for **project**
 - (iii) Alternatives considered
 - (iv) Impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
 - (v) Conclusion
 - (vi) **Project** location map
 - (vii) Preliminary structure and channel locations/layouts
 - (viii) Scanned photographs
- (b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.
- (c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project**. This will include individual meetings, newsletters and notices, as required.
- (d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:
 - (i) Public Meetings — These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project**, for the purpose of obtaining preliminary public comment.
 - (ii) Public Hearing — After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.
- (e) The **Engineer** shall develop a **Project** coordination and mailing list.

II. Preliminary Project Planning & Development (cont.)

- (f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.
- (g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

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

(3) **Water Resource Management Planning**

The Engineer shall provide water resources management planning to include identification of development opportunities, formulating alternative plans, evaluation and optimization of plans. Multiple users, multiple purposes, and multiple objectives must be considered in defining the development plans.

The Engineer shall provide Public Involvement that will be a critical role in the planning process. Economic, ecological, environmental, and social impacts of each alternative plan will be considered. An important and quantifiable criterion for plan evaluation is the economic benefits and costs a plan would entail were it implemented. The overall planning process will be based on a systematic planning approach.

(4) **Water Rights Attorney**

The Engineer shall provide and retain the services of an attorney registered with the State Bar of Texas with professional experience in Texas Law of Water Rights. The attorney retained will provide consultation on applicable State Law regarding water rights and other services as required by Hidalgo County Drainage District No. 1.

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 **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:

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

III. Preliminary Engineering, Design, & Construction (cont.)

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

Land Use Planning and Zoning

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

Engineering

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

Public Safety

- (xvii) Emergency preparedness plans

Environmental Assessment (if required by Federal/State agencies)

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

Elections

- (xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed. 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 done to date on the North/South Pharr Watershed Improvement Project.

SOUTH FLOOD WATER CHANNEL ?

III. Preliminary Engineering, Design, & Construction (cont.)

(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 2 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.

III. Preliminary Engineering, Design, & Construction (cont.)

- (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**

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 furnish such revised ROW map, and associated documents, to the Owner at no additional cost or expense to the **Owner**.

III. Preliminary Engineering, Design, & Construction (cont.)

(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) **Channel/Drainage Design**

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

(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.

III. Preliminary Engineering, Design, & Construction (cont.)

- (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.

DWG →

- (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:** 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**.

III. Preliminary Engineering, Design, & Construction (cont.)

(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 Section 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.

III. Preliminary Engineering, Design, & Construction (cont.)

(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.

EXHIBIT "D"

CONTRACT RATES


 L & G Engineering Transportation Consulting Engineers		Audited Overhead Rate FY 2013		
Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15	Contract Rate * FY 16	Contract Rate * FY 17
Principal	\$ -	\$ -		\$ -
Senior Project Manager	\$ 70.00	\$ 218.04	\$ 224.58	\$ 231.32
Engineer (V) - Senior Engineer	\$ 58.00	\$ 180.66	\$ 186.08	\$ 191.67
Senior Environmental Scientist/Specialist	\$ 49.00	\$ 152.63	\$ 157.21	\$ 161.93
Engineer (III) - Project Engineer	\$ 43.00	\$ 133.94	\$ 137.96	\$ 142.10
Engineering Lab Manager	\$ 34.00	\$ 105.91	\$ 109.08	\$ 112.36
ROW Administrator	\$ 34.00	\$ 105.91	\$ 109.08	\$ 112.36
Senior Engineer Tech	\$ 30.00	\$ 93.45	\$ 96.25	\$ 99.14
Project Inspector (V)	\$ 28.00	\$ 87.22	\$ 89.83	\$ 92.53
Record Keeper	\$ 27.00	\$ 84.10	\$ 86.63	\$ 89.22
Project Inspector (I)	\$ 22.00	\$ 68.53	\$ 70.58	\$ 72.70
CADD Operator / GIS Analyst	\$ 22.00	\$ 68.53	\$ 70.58	\$ 72.70
Admin/Clerical	\$ 20.00	\$ 62.30	\$ 64.17	\$ 66.09
Soil & Aggregate Technician	\$ 17.00	\$ 52.95	\$ 54.54	\$ 56.18
Concrete Technician	\$ 17.00	\$ 52.95	\$ 54.54	\$ 56.18
Asphalt Technician	\$ 17.00	\$ 52.95	\$ 54.54	\$ 56.18
Negotiated Overhead Rate: 178.12%		Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.		
Negotiated Profit Rate: 12.00%				
Multiplier: 3.1149				
* Annual Escalation Rate: 3.00%				
Other Direct Expenses:		Cost		
Lodging		\$85/night		
Meals		\$36/day		
Mileage		\$0.55/mile		
Car Rental		\$75.00/day		
8 1/2" X 11" copies		\$1.00/sheet		
11" X 17" copies		\$1.50/sheet		
11" X 17" Mylar		\$2.00/sheet		
Overnight Mail - Letter Size		\$15.00/Each		
Overnight Mail - Oversized Box		\$38.00/Each		

Exhibit "D" Contract Rates

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES

Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	\$441.66/Day
Stand-By Time	\$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	\$5.55/Ea.
Soil Boring / Solid Stem	\$31.08/Lf
Soil Boring / Hollow Stem	\$31.08/Lf
Soil Boring / Mud Rotary	\$31.08/LF
Mileage (Logger-Soil Tech)	\$.55/Mi.
Support Truck	\$1.65/Mi.
Piezometer / Monitoring Well	By Quote

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	\$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	\$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	\$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	\$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$212.59/Ea.
Standard Proctor	ASTM D 698	\$205.82/Ea.
Modified Proctor	ASTM D 1557	\$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	\$23.91/Ea.
Determination of Soil pH	Tex-128-E	\$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	\$159.44/Ea.
Resistivity of Soils	Tex-129-E	\$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	\$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	\$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	\$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	\$53.27/Ea.
Consolidation Test	ASTM D 2435	\$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	\$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	\$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	\$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	\$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	\$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	\$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	\$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	\$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$66.47/Ea.

Exhibit "D" Contract Rates

Percent Voids/Solids in Conc. Aggr. *(In Conjunction w/ SSD Unit Wt of Aggregates)	Tex-405-A	\$13.25/Ea.
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	\$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	\$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	\$90.00/Ea.
Asphalt Content	Tex-236-F	\$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	\$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	\$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	\$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	\$15.00/Ea.
Lab Molded Density	Tex-207-F	\$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	\$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	\$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	\$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	\$73.04/Ea.
In-Place Air Voids	Tex-207-F	\$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	\$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	\$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	\$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	\$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	\$100.00/Ea.
Thermal Profile	Tex-244-F	\$175.00/Ea.
Ride Quality	Tex-1001-S	By Quote

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~

Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index		\$498.08/Ea.
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Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	\$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	\$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$32.48/Ea.
Masonry Unit Prep./Compressive Str. (Set of 3)	ASTM C 140	\$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$232.41/Ea.

*(In Conjunction w/ Field Inspection)

Exhibit "D" Contract Rates

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	\$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	\$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	\$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report.....\$23.59/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage..... .55/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT "D-1" CONTRACT RATES


		FY 13 Contract Rate	* F14 Contract Rate
Labor/Staff Classification	Hourly Base Rate		
Principal/QA/QC	\$80.00	\$219.52	\$226.11
Program Manager	\$70.00	\$192.08	\$197.84
Project Manager	\$65.00	\$178.36	\$183.71
Hydraulic Engineer	\$60.00	\$164.64	\$169.58
Project Engineer	\$60.00	\$164.64	\$169.58
GIS Specialist	\$50.00	\$137.20	\$141.32
Admin/Clerical	\$25.00	\$68.60	\$70.66
Overhead Rate:	145%		
Profit Rate:	12%		
* FY 2014 Escalation Rate:	3%		
Other Direct Expenses:		Cost	
Lodging		\$85/night	
Meals		\$36/day	
Mileage		\$0.55/mile	
Car Rental		\$50.00/day	
Air Travel (Coach/Business Class)		At Cost	
8 1/2" X 11" copies		\$1.00/sheet	
11" X 17" copies		\$1.50/sheet	
11" X 17" Mylar		\$2.00/sheet	
Overnight Mail - Letter Size		\$15.00/Each	
Overnight Mail - Oversized Box		\$25.00/Each	

Exhibit D-2
CONTRACT RATES


		
CLASSIFICATION	HOURLY BASE RATE	CONTRACT RATE FY 14-15
EXEMPT PERSONNEL:		
Survey Project Manager	\$ 45.19	\$ 127.72
RPLS	\$ 45.55	\$ 128.74
Survey Technician	\$ 29.88	\$ 84.45
4 Man Crew	\$ 63.78	\$ 180.26
3 Man Crew	\$ 56.49	\$ 159.66
2 Man Crew	\$ 47.38	\$ 133.91
Admin/Clerical	\$ 18.22	\$ 51.50
Abstractor	\$ 31.00	\$ 87.62
Overhead Rate: 145.00% Profit Rate: 12.00%		
OTHER DIRECT EXPENSES:		COST:
Lodging		\$85/night
Meals		\$36/day
Mileage		\$0.55/mile
Car Rental		\$50.00/day
Air Travel (Coach/Business Class)		At Cost
8 1/2" X 11" copies		\$1.00/sheet
11" X 17" copies		\$1.50/sheet
11" X 17" Mylar		\$2.00/sheet
Overnight Mail - Letter Size		\$15.00/Each
Overnight Mail - Oversized Box		\$25.00/Each

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between _____ hereinafter called the "Owner", and _____, professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

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

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____ as indicated below and effective as of _____ day of _____, 20__.

THE ENGINEER:

THE OWNER:

Mr. Jacinto Garza, P.E.
President – L&G Engineering

Chairman of the Board
Hidalgo County Drainage District No. 1

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____.

THE ENGINEER:

THE OWNER:

Mr. Jacinto Garza, P.E.
President – L&G Engineering

Chairman of the Board
Hidalgo County Drainage District No. 1

ATTACHMENTS:

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

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 L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

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

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

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 231,275.18. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____ as indicated below and effective as of ____ day of _____, 20__.

THE ENGINEER:

THE OWNER:



Mr. Jacinto Garza, P.E.
President – L&G Engineering

Chairman of the Board
Hidalgo County Drainage District No. 1

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

BY: _____

Exhibit “A”
Scope of Services
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”

Scope of Services

Services to be Provided by the Engineer

General Project Information

The **Engineer**, through this scope of services, shall provide Engineering Services required for a Watershed Study based on existing conditions (Pharr-McAllen Drain Watershed Improvement Project) as a part of the Pharr McAllen Drain & South Flood Water Channel Watershed Improvement Project in Hidalgo County, TX, hereinafter denoted as the **Project**.

The **Engineer** shall provide all engineering services as noted under this scope of services for the **Owner**. The **Engineer** shall maintain a direct line of communication and coordinate with the **Owner** throughout the project.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, “Services to be Provided by the **Owner**”.

Specific activities to be performed by the **Engineer** include the following:

Task 1 – Coordination with TxDOT-County-City to Accommodate Local Drainage Needs & Corres. Participation (McAllen & Pharr)

The **Engineer** will coordinate with Local Governmental Agencies in the area of the **Project** including Hidalgo County, City of McAllen and City of Pharr. In addition, the **Engineer** will coordinate with TxDOT. Coordination will be completed through the use of meetings or conference calls, in which the Engineer will present the generalized scope of the project and estimated limits of area of influence (through the use of graphical presentation materials and/or presentation slides) for discussion of any local drainage patterns or areas which need improvement (Preliminary Project Kick-Off Meetings). Meetings may be held individually with each entity or may be combined entity meetings. Meetings may include field visits to problem areas and field measurement of said local issues for documentation. The main purpose of these meetings will be to allow perceived hydrologic/hydraulic problems to be accounted for in this early coordination phase, so that they are addressed properly in the proposed Hydrologic Model. Documentation of the meetings will be completed through meeting minutes in which all discussions and localized issues will be presented and kept on file.

Task 2 – Gather Information Regarding Existing Hydraulic Structures (Size, type, flow line elevations, etc.)

The **Engineer** will research and gather all information regarding existing drainage features, facilities, & watersheds for incorporation into a master drainage file/map. In addition, the Engineer will research all known existing and/or scheduled proposed improvements (i.e. bridge replacements, proposed culvert crossings, new outfalls to be completed by others, etc.). Through this task, the **Engineer** will coordinate meetings/workshops with all affected local entities and TxDOT. All information gathered will be compiled by the Engineer, and electronically filed for purposes of documentation. Additional data collection gathered as a function of this task may

include precipitation data, evaporation data, existing and future land use information, soils data, topography (existing maps), aerial photography, wetland coverage, construction as-built drawings and preliminary schematics or plan sets for proposed future projects. General land usage and topography will be researched through the most up to date aerial mapping information. The Engineer will interpret and analyze all data to define and verify needed mapping criteria.

Task 3 – Field Reconnaissance for Identification and Logging of Existing Conditions Along Project Alignment

The **Engineer** will perform field reconnaissance for identification and logging of existing conditions within the project area (watershed). The field reconnaissance team will include at minimum a two to three person field crew. The field reconnaissance will include an examination and documentation of existing drainage facilities, drainage channel conditions & general measurements, and watershed drainage patterns. Existing breaklines will be visually inspected in the field to verify any LiDAR data and/or previous studies (any deviations will be noted in a field log book or final field reconnaissance report). General details for stream crossings (culverts, bridges, etc.) will be included in the field log book or field reconnaissance report. Pertinent project information will be provided to the hydrologists and incorporated into the watershed study and Drainage Area Map (or an inventory sub-set of that map).

Task 4 – Overall Drainage Area Map

The **Engineer** will produce an overall drainage area map based on the analysis and modeling noted in Task 5 and the preliminary project data collected and analyzed in Tasks 1 through 3. The map will denote a master drainage area and contributing drainage sub-basins.

Task 5 – Coordination & Support to Hydraulic Engineer for Pharr-McAllen Drain Watershed Study

The **Engineer** will provide coordination and support to the Hydraulic Engineer including additional field reconnaissance of spot issues (other than those covered by Task 2 or 3) and quality control & quality assurance (QC/QA) of all documents, models and analyses developed.

Task 5a – Sub-Consultant ~ Pharr-McAllen Drain Watershed Study

The **Engineer** will provide a hydrologic and hydraulic study to assist in analysis of existing drainage systems to identify constraints, flooding problem areas and recommended improvements. The specific work tasks to be provided by Sub-Consultant are denoted in Exhibit B-1 ‘Scope of Services to be Provided by Subconsultant’.

Task 6 – Meetings & Coordination with County, HCDD#1, HCID#2, City of McAllen, City of Pharr

The **Engineer** shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The **Engineer** shall serve as representative for the **Owner** in coordination items. The **Engineer** shall coordinate with the **Owner’s** staff on all **Project** related items. Documentation of the meetings will be completed through meeting minutes in which all discussions and localized issues will be presented and kept on file.



2299 Lone Star Drive
Suite 239
Sugar Land, TX 77479
(713) 782-3811

March 20, 2015

Reza Badiozzamani, P.E., CFM, Project Manager
L&G Engineering Inc.
900 S. Stewart Road, Suite 6
Mission, Texas 78572

RE: Pharr-McAllen Drain Watershed Study

Dear Mr. Badiozzamani,

Per your request, **Civil Systems Engineering Inc. (CSE)** has prepared this scope of services for the above referenced project. The purpose of this study is to assist L&G and HCDD1 to analyze the existing drainage systems to identify constraints, flooding problem areas, and recommend improvements to relieve existing flooding problems and provide outfall for future developments.

Specifically, this study will include the following work tasks:

1. Coordinate meetings L&G, HCDD1, City of Pharr, and IBWC.
2. Gather information on the existing hydraulic structures, including size, type, and flow line (upstream & downstream) elevations of structures from previous projects.
3. Obtain and review previous study reports.
4. Field visits.
5. LiDAR data processing and recondition.
6. Drainage area delineations using GeoHMS.
7. Drainage and hydrologic parameters estimation.
8. Unit hydrograph generation for subbasins.
9. HEC-HMS model development and modeling analysis for multiple frequencies.
10. Integration of LiDAR data and channel cross section survey data.
11. HEC-RAS geometry data development using HEC-GeoRAS.
12. Update existing (SB) ras model
13. 2D-mesh generation for 2D-unsteady overbank areas and laterals.
14. 1D/2D unsteady HEC-RAS model development.
15. Existing conditions HEC-RAS modeling analysis to identify system constraints, identify flood problem areas, and improvement opportunities.
16. Alternative analysis to optimize alternative improvements to relieve existing flooding problems and provide outfall needs – channel improvement, detention basin, and underground box.
17. Report preparation.
18. Presentation

A total amount of \$74,487.92 for the proposed scope of work is estimated (see Estimated Manhours and Costs by Tasks).

Please let me know if you have any questions regarding this proposed scope of services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deren Li".

Deren Li, Ph.D., P.E., D.WRE, CFM
President



EXHIBIT D - WA #1
FEE PROPOSAL - SPECIAL SERVICES
Pharr McAllen Drain South Flood Water Channel Watershed Improvement Project
Pharr-McAllen Drain Watershed Improvement Project
HIDALGO COUNTY DRAINAGE DISTRICT #1

TASK	MANHOURS							L&G TOTAL HOURS	Sub-Contract Amounts
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Tech	Admin / Clerical				
Pharr-McAllen Drain Watershed Improvement Project									
1	2.4	3.2	4.8				10.4		
2	3.0	5.2	8.4	1.90			3.56		
3	1.0	3.2	1.28	1.30			3.00		
4	1.6	5.0	4.0	7.0			1.76		
5	1.4	2.4		2.8	3.0		9.6		
5a									
6	4.0	2.0	3.0				9.0		\$74,487.92
Subtotal Hours									
	134	210	330	418	30		1122		
Contract Rate (Hourly Base Rate + Overhead (178.12% + Fixed Fee (12.00%))									
	\$ 218.04	\$ 180.66	\$ 133.94	\$ 93.45	\$ 62.30				
Total Labor Costs	\$ 29,217.36	\$ 37,938.60	\$ 44,200.20	\$ 39,062.10	\$ 1,869.00		152,287.26		\$74,487.92

Project Team Cost Proposals - Sub Consultants

Civil Systems Engineering, Inc.

Cost Proposal

\$74,487.92 (See detailed break-down of fee on Page 2 of 2)

L&G Direct Expenses

20 Ft. Long by 3 Ft. Tall Exhibits (60sq. ft.) @ \$5.00/sq. ft. - 15 Total Prints

Cost Proposal
\$ 4,500.00

Grand Total \$ **231,275.18**



ESTIMATED MANHOURS AND COSTS BY TASKS
Pharr-McAllen Drain Watershed Study

Task No	Tasks Descriptions	Project Manager	Project/Hydraulic Engineers	GIS Specialist	Total
	Rate (\$/hr)	\$205.80	\$178.30	\$164.64	
1	Coordination with L&G, HCDD1, and City of Pharr	24	24		\$9,218.40
2	Gather information on the existing hydraulic structures, including size, type, and flow line (upstream & downstream) elevations of structures from previous projects (by Others)				
3	Obtain and review previous studies relevant to the watershed and drains	8	8		\$3,072.80
4	Field visits	8	8		\$3,072.80
5	LiDAR topographic data processing and recondition	4	4	4	\$2,194.96
6	Drainage area delineations using HEC-GeoHMS				\$0.00
7	Drainage and hydrologic parameter estimation update	2	8		\$1,838.00
8	Unit hydrograph generation for subbasins update	4	4		\$1,536.40
9	HEC-HMS modeling analysis for multiple frequencies	2	8		\$1,838.00
10	Update existing (SB) RAS model	8	20		\$5,212.40
11	Integration of LiDAR and channel cross section survey data (upstream)	2	8	4	\$2,496.56
12	HEC-RAS geometry data using HEC-GeoRAS (upstream)	4	8		\$2,249.60
13	2D-mesh generation for 2D-unsteady overbank areas and laterals (upstream)	4	16		\$3,676.00
14	1D/2D unsteady HEC-RAS model development	6	24		\$5,514.00
15	Existing conditions HEC-RAS modeling analysis to identify channel capacity, constraints, flooding problem areas, and improvement opportunities	8	24		\$5,925.60
	Alternative analysis to optimize improvements to relieve existing flooding problems and provide outfall requirements - channel improvements, detention basins, and underground box	16	40		\$10,424.80
16	Report	16	24		\$7,572.00
17	Presentation Meeting & Preparation	16	16		\$6,145.60
18	Subtotal	132	244	8	\$71,987.92
	Travel & Direct Expenses				\$2,500.00
	Total				\$74,487.92