



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
April 28, 2015
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR 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 -49471** Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations.
6. **AI -49203** Approval of Appraisal Report and Offer -Texas Department Of Transportation on the following fee simple parcels; as they related to construction/improvement of highway projects:
Parcel #36, ROW CSJ; 0921-02-306, Inspiration Rd. from US 83 to FM 1924
\$2,660.00 (3,291 sq ft)

Following Parcels, ROW CSJ; 1803-02-033,FM 1925 from Kenyon Rd. to FM 907
Parcel #1, \$1,413.00 (3,420 sq ft)
Parcel #3, \$500.00 (312 sq ft)
Parcel #8, \$500.00 (312 sq ft)
7. **AI -49439** 2013 Bonds:
Request approval to issue manual payment on the following items:

Payment Request no. 3 in the amount of \$33,975.00 from Texas Cordia Construction, LLC related to Construction Contract No.
HCDD1-14-008-07-08-Pct.2 Alamo Expressway Drain. PO#625452.

8. **AI -49387** A.) Requesting approval to enter into a 36 month lease agreement with DELL through the District's membership with the Texas Department of Information Resources DIR Contract No. DIR-SDD-1951 for the lease and technical support of (2) Dell 5810 desktop computers and (7) Optiplex 7020 desktop computers in the amount of \$450.84 per month.

B.) Requesting approval to purchase (10) Dell Monitors from Dell through the District's membership with the State of Texas DIR Contract No. DIR-SDD-1951 in the amount of \$2,885.90.

C.) Requesting approval to purchase the following from Caldwell Country Ford - Chevrolet through the District's membership with BuyBoard Contract No. 430-13 in the total amount of \$:262,185.00

- 1.) (1) 2016 Ford F-350 4x4 with Welder Body
- 2.) (2) 2016 Ford F-350 4x4 Crew Cab
- 3.) (7) 2016 Ford F-250 4x4 Regular Cab

D.) Requesting approval of Budget Amendment from the District General Fund in the amount of \$262,185.00, funds will be used for the purchase of new vehicles.

E.) Requesting approval to adopt Wireless Devices Communication Services Policy, Guidelines and Procedures.

F.) Requesting approval to change wireless services plan through the District's membership with the Texas Department of Information Resources Contract No. DIR -SDD-1779 with Verizon for the following:

| Equipment Description: | Employee ID: | New Plan Description: | MDN: |
|------------------------|--------------|---|--------------|
| IPhone /\$49.99 | 086185 | Nationwide Unlimited Anytime Mins., Email & Data + Messaging@ \$115.49 a month | 956-369-2269 |
| IPhone / \$49.99 | 150015 | Nationwide Unlimited Anytime Mins., Email & Data + Messaging @ \$115.49 a month | 956-292-5813 |
| IPhone / \$49.99 | 150345 | Nationwide Unlimited Anytime Mins., Email & Data + Messaging @ \$115.49 a month | 956-292-5928 |

G.) Requesting approval of "Pool" of pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by the Hidalgo County Drainage District No. 1 for projects that require said services as set forth in the requirements stated in RFQ No. HCDD1-15-005-04-16 "Extension of Professional Engineering Services - Pool".

H.) Requesting approval of "Pool" of pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by the Hidalgo

County Drainage District No. 1 for projects that require said services as set forth in the requirements stated in RFQ No. HCDD1-15-004-04-15 "Real Estate Appraisal Services".

I.) Requesting approval of Work Authorization No. 5 in the amount of \$234,589.97 with L&G Engineering as it relates to Cross Culvert Design, Utility Adjustment for the La Joya Watershed Improvement project.

2013 BOND SERIES

J.) Requesting approval of Work Authorization No. 6 in the amount of \$268,175.43 with L&G Engineering as it relates to Schematic, Right of Way Map, Hydrologic Map and Right of Way Acquisition for the La Joya Watershed Improvement project.

K.) Requesting approval of Work Authorization No. 2 in the amount of \$269,935.78 with L&G Engineering as it relates to Engineering Services for Watershed Study for the Pct. 2 Pharr McAllen Drain & South Flood Water Channel Watershed Improvement Project.

L.) Presentation of Scoring Grid of the firms graded and evaluated through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with Professional Engineering Services required for Pct. 2 - PSJA Lateral.

| FIRM NAME: | SCORE: | RANK: |
|-----------------------------|--------|-------|
| Javier Hinojosa Engineering | 95 | |
| Cruz-Hogan Consultants | 94 | |
| S&GE Civil Engineers | 93 | |

M.) Pursuant to the Boards approval, requesting authority for the Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provision of Engineering Services for Pct. 2 - PSJA Lateral.

N.) Requesting authorization for the Hidalgo County Drainage District No. 1 General Manager to sign and submit Application for Permit to Appropriate State Water (CN 600701510) to Texas Commission on Environmental Quality (TCEQ) and approval of Application Fee in the amount of \$51,125.00 as it relate to the Delta Region Water Management Project.

O.) For clarification purposes only Item No. 12 Real Estate Acquisition on March 31, 2015 Board Meeting:

Legal Description: Tract No. 1 - A 3, 114,298 sq ft (71,4944 acre) tract of land situated in Lots 126-128, 133-138, and 143-148, Homeville Association "A" Subdivision, Hidalgo County, Texas. As described in Vol. 0, Page 23, Map Records, Hidalgo County, Texas.

Tract No. 2 - A 262,418 sq ft (6.0243 acre) tract of land situated in Lots 142 and 149, Homeville Association "A" Subdivision, Hidalgo County, Texas. As described in Document No. 1055866, Official Records, Hidalgo County, Texas.

Tract No. 3 - A 41,853 sq ft (0.9608 acre) tract of land situated in Lot 139, Homeville Association "A" Subdivision, out of a 1.00 acre tract of land, as described in Document No. 1218927, Official Records, Hidalgo County, Texas.

Tract No. 5 - A 44,590 sq ft (1.0236 acre) tract of land situated in Lot 132, Homeville Association "A" Subdivision, Hidalgo County, Texas. Being that 1.02 acre tract of land, as described in Document No. 1097426, Official Records, Hidalgo County, Texas.

Total Compensation: \$278,261.00

Tract No. 4 - A 46,254 sq ft (1.0618 acre) tract of land situated in Lot 139, Homeville Association "A" Subdivision, Hidalgo County, Texas. Being that 1.02 acre tract of land, as described in Volume 1972, Page 369, Deed Records, Hidalgo County, Texas.

Total Compensation: \$ 3,716.00

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

AI -49471

5.

DRAINAGE DISTRICT

Meeting Date: 04/28/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| Budget & Management | Veronica Ortiz | 04/24/2015 09:42 AM |
| Final Approval | Monica Badillo | 04/24/2015 03:40 PM |
| Form Started By: Jaime Salazar | | Started On: 04/24/2015 09:02 AM |
| Final Approval Date: 04/24/2015 | | |

AI -49203

6.

DRAINAGE DISTRICT

Meeting Date: 04/28/2015

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Appraisal Report and Offer -Texas Department Of Transportation on the following fee simple parcels; as they related to construction/improvement of highway projects:

Parcel #36, ROW CSJ; 0921-02-306, Inspiration Rd. from US 83 to FM 1924 \$2,660.00 (3,291 sq ft)

Following Parcels, ROW CSJ; 1803-02-033,FM 1925 from Kenyon Rd. to FM 907

Parcel #1, \$1,413.00 (3,420 sq ft)

Parcel #3, \$500.00 (312 sq ft)

Parcel #8, \$500.00 (312 sq ft)

BACKGROUND

Fiscal Impact

Attachments

1

2

3

4

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Sylvia Sanchez

Final Approval Date: 04/24/2015

Reviewed By

Veronica Ortiz

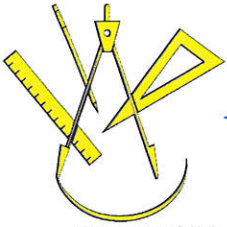
Monica Badillo

Date

04/07/2015 11:32 AM

04/24/2015 03:40 PM

Started On: 04/07/2015 10:41 AM



L&G Engineering

Date: March 24, 2015 **Transportation Consultants**

County: Hidalgo
Federal Project No.: N/A
Highway: FM 1925

ROW CSJ:1803-02-033
Parcel: 3
From: Kenyon Rd.
To: FM 907

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 70141200 0002 0045 8202

Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg, TX 78542

Dear Sirs,

In acquiring property for the highway system of Texas, the County of Hidalgo follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's consultant, Joe A. Califa, a portion of your property located on FM 1925, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **\$500.00** for your property, which includes **\$500.00** for the property to be purchased and **\$0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the Department/County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department/County.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County permit owners who convey voluntarily to the Department/County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department/County to acquire the real property by eminent domain.

| <u>Improvement</u> | <u>Amount to be Subtracted if Retained</u> |
|--------------------|--|
| A. N/A | \$0.00 |
| B. N/A | \$0.00 |
| C. N/A | \$0.00 |
| D. N/A | \$0.00 |

If you wish to accept the offer based upon this appraisal, please contact Joe A. Califa as soon as possible, at (956) 585-1909, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days



from the date of this letter. Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County within the 30 day time deadline.

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.

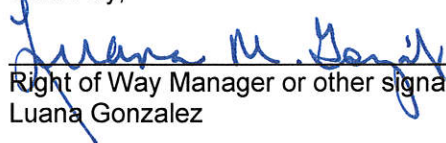
You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled "Right of Way Purchase" which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County, including the appraisal on which this offer is based.

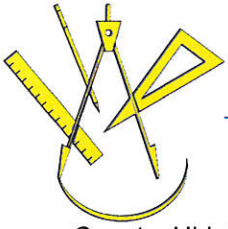
Sincerely,



Right of Way Manager or other signatory
Luana Gonzalez

ENCLOSURES:

Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")



L&G Engineering

Date: March 26, 2015 **Transportation Consultants**

County: Hidalgo
Federal Project No.: N/A
Highway: FM 1925

ROW CSJ:1803-02-033
Parcel: 8
From: Kenyon Rd.
To: FM 907

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7014 1200 0002 0045 8226

Hidalgo County Drainage District
902 N. Doolittle Rd.
Edinburg, TX 78542

Dear Sirs,

In acquiring property for the highway system of Texas, the County of Hidalgo follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's consultant, Joe A. Califa, a portion of your property located on FM 1925, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **\$500.00** for your property, which includes **\$500.00** for the property to be purchased and **\$0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the Department/County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department/County.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County permit owners who convey voluntarily to the Department/County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department/County to acquire the real property by eminent domain.

| | <u>Improvement</u> | <u>Amount to be Subtracted if Retained</u> |
|----|--------------------|--|
| A. | N/A | \$0.00 |
| B. | N/A | \$0.00 |
| C. | N/A | \$0.00 |
| D. | N/A | \$0.00 |

If you wish to accept the offer based upon this appraisal, please contact Joe A. Califa as soon as possible, at (956) 585-1909, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days



from the date of this letter. Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County within the 30 day time deadline.

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.


You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled "Right of Way Purchase" which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County, including the appraisal on which this offer is based.

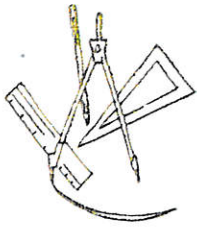
Sincerely,



Right of Way Manager or other signatory
Luana Gonzalez

ENCLOSURES:

Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")



L&G Engineering

Transportation Consultants

Date: March 30, 2015

County: Hidalgo
Federal Project No.: STP 2015(765)MM
Highway: Inspiration Road

ROW CSJ:0921-02-306
Parcel: 36
From: U.S. 83 Expressway
To: Mile 3 North Road

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7014 1200 0002 0029 9591

Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, Texas 78542

Dear Gentlemen:

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") and the City of Mission (the "City") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. L&G Engineering has been contracted by the City of Mission as their acquisition consultant. As has been or will be explained by the City's negotiator, Joe Califa, a portion of your property located at Inspiration Road, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the City is authorized to offer you **\$2,660.00** for your property, which includes **\$2,660.00** for the property to be purchased and **\$0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the City. In accordance with State law, it is the policy of the Department/City to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department/City.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the Department/City to permit owners who convey voluntarily to the Department/City to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department/City to acquire the real property by eminent domain.

| | | |
|------|--------------------|--|
| NONE | <u>Improvement</u> | <u>Amount to be Subtracted if Retained</u> |
| | | N/A |

If you wish to accept the offer based upon this appraisal, please contact Joe Califa as soon as possible, at (956) 585-1909, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the



date of this letter. **Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.**

In the event the condition of the property changes for any reason, the State/City shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation/City of Mission. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the City and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the City failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the City's determination on any claim for reimbursement.

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Attached is a copy of the Texas Department of Transportation brochure entitled "*Right of Way Purchase*" which we trust will give you a better understanding of the procedures followed by the Department/City in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the City's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided above regarding any question you may have.

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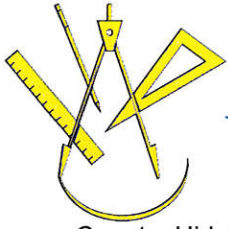
Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department/City, including the appraisal on which this offer is based.

Sincerely,



Luana M. Gonzalez
Right of Way Administrator

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("*Right of Way Purchase*")



L&G Engineering

Date: March 26, 2015 Transportation Consultants

County: Hidalgo
Federal Project No.: N/A
Highway: FM 1925

ROW CSJ:1803-02-033
Parcel: 1
From: Kenyon Rd.
To: FM 907

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7014 1268 0002 0045 8219

Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, TX 78542-7470

Dear Sirs,

In acquiring property for the highway system of Texas, the County of Hidalgo follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's consultant, Joe A. Califa, a portion of your property located on FM 1925, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **\$1,413.00** for your property, which includes **\$1,413.00** for the property to be purchased and **\$0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the Department/County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department/County.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County permit owners who convey voluntarily to the Department/County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department/County to acquire the real property by eminent domain.

| | <u>Improvement</u> | <u>Amount to be Subtracted if Retained</u> |
|----|--------------------|--|
| A. | N/A | \$0.00 |
| B. | N/A | \$0.00 |
| C. | N/A | \$0.00 |
| D. | N/A | \$0.00 |

If you wish to accept the offer based upon this appraisal, please contact Joe A. Califa as soon as possible, at (956) 585-1909, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days



from the date of this letter. Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County within the 30 day time deadline.

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.

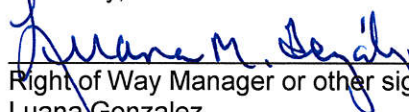
You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled "Right of Way Purchase" which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County, including the appraisal on which this offer is based.

Sincerely,



Right of Way Manager or other signatory
Luana Gonzalez

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

AI -49439

7.

DRAINAGE DISTRICT

Meeting Date: 04/28/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds:

Request approval to issue manual payment on the following items:

Payment Request no. 3 in the amount of \$33,975.00 from Texas Cordia Construction, LLC related to Construction Contract No. HCDD1-14-008-07-08-Pct.2 Alamo Expressway Drain. PO#625452.

BACKGROUND

Fiscal Impact

Attachments

PMT#3-Alamo Exp Dr-TxCordia

DD1 PE LTR PMT#3-Alamo Exp. Drain TxCordia

Form Review

| Inbox | Reviewed By | Date |
|-------------------------------------|--------------------|---------------------------------|
| Budget & Management | Veronica Ortiz | 04/23/2015 10:32 AM |
| Final Approval | Monica Badillo | 04/24/2015 03:40 PM |
| Form Started By: Claudette Guerrero | | Started On: 04/23/2015 09:00 AM |
| Final Approval Date: 04/24/2015 | | |

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

502 NORTH DOOLITTLE

EDINBURG, TEXAS 78542

(956) 292-7080

FAX (956) 292-7089



GODFREY GARZA, JR.
MANAGER

INVOICE PROCESSING CHECKLIST

Data Received: 3.13.15

Engineer/Firm Name: DL, Inc. - TX Cordia Const.

Project Name/Number: Alamo Exp. Drain

Invoice No: Pay Application #3

Logged in and Scanned: 2:50 PM By: Rosarce Forwarded to: Joey Garza

| Engineer | Name | Date | Comment |
|------------------------|------|------|---------|
| Scope of work reviewed | | | |
| | | | |
| | | | |

| Accounting | Name | Date | Comment |
|---------------------------|------|------|---------|
| Encumbrance | | | |
| Purchase Order Attached | | | |
| Audit | | | |
| Final Approval for Agenda | | | |
| | | | |

| | Name | Date | Comment |
|------------------|------|------|---------|
| Placed on Agenda | | | |

Additional Comments: _____

March 13, 2015

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

Mr. Jaime Salazar, Buyer
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg, TX. 78542

MAR 13 2015

2:48 AM (PM)

BY: Rosazce

Re: Pay Application and Certificate No. 3
Project: PCT. 2 Alamo Expressway Drain
HCDD1-14-008-07-08
Contractor: Texas Cordia Construction, LLC

Mr. Salazar

Attached for payment is Pay Application No. 3 for the aforementioned project.
The application has been reviewed and approved by Dos Logistics Inc. for further
processing as follows:

Original Contract...\$ 920,573.00
Pay Application Amount...\$ 33,975.00

For the work period ending on March 11, 2015
If you should have any questions or comments please feel free to contact us at
956.968.8800.

Respectfully Submitted,



Oscar Cancino, P.E.
Principal
Dos Logistics, Inc.

Attach: Application and Certificate
Continuation Sheet(s)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Hidalgo County Drainage District No. 1
 902 N. Doolittle Rd
 Edinburg TX 78542

PROJECT: PCT. 2 Alamo Expressway Drain
 HCDD1-14-008-07-08

APPLICATION #: 3
APPLICATION DATE: 3/11/2015
PERIOD TO: 3/11/2015
PROJECT NO: 14-008-07-08
P.O. No.: 625452

FROM CONTRACTOR: Texas Cordia Construction, LLC
 3149-A Center Point Dr
 Edinburg TX 78539

ENGINEER: Dos Logistics, Inc.
 1002 E. Expressway 83
 Weslaco, TX 78596

Distribution to:

| | |
|-------------------------------------|------------|
| <input checked="" type="checkbox"/> | Owner |
| <input type="checkbox"/> | Const. Mgr |
| <input type="checkbox"/> | Architect |
| <input type="checkbox"/> | Contractor |
| <input type="checkbox"/> | Engineer |

CONTRACT FOR: PCT. 2 Alamo Expressway Drain Rosarce
CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

| | |
|--|---------------|
| 1. ORIGINAL CONTRACT SUM----- | \$ 920,573.00 |
| 2. Net change by Change Orders----- | \$ |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2) | \$ 920,573.00 |
| 4. TOTAL COMPLETED & STORED TO DATE-\$ | \$ |
| A. MATERIALS ON HAND (Column G on Continuation Sheet) | 165,656.00 |

| | |
|--|-----------|
| 5. RETAINAGE: | \$ |
| a. 10.0% of Completed Work (Column O on Continuation Sheet) | \$ |
| b. 10.0% of Stored Material (Column O on Continuation Sheet) | 16,565.60 |
| Total Retainage (Line 5a + 5b or Total in Column O of Continuation Sheet----- | \$ |

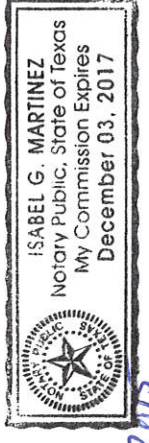
| | |
|---|---------------|
| 6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total) | \$ 16,565.60 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)----- | \$ 149,090.40 |
| 8. CURRENT PAYMENT DUE----- | \$ 115,115.40 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ 33,975.00 |
| | \$ 771,482.60 |

AMOUNT CERTIFIED ----- \$ 33,975.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: Dos Logistics, Inc.
 By: [Signature] Date: 3-12-15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTRACTOR:
 By: [Signature] Date: 3/11/15



State of: Texas
 County of: Hidalgo
 Subscribed and sworn to before me this 11th day of March, 2015

Notary Public: [Signature]
 My Commission expires: 12/3/17

CERTIFICATE FOR PAYMENT

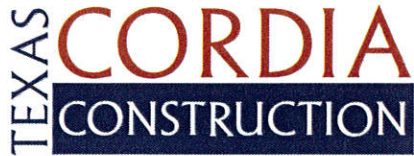
In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | | |

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
 PROJECT: PCT. 2. Alamo Expressway Drain HCDD1-14-008-07-08
 APPLICATION NUMBER: 3
 APPLICATION DATE: 3/11/2015
 PERIOD TO: 3/11/2015
 PROJECT NO: 14-008-07-08

| Item No. | Description of Work | UNIT PRICE | CONTRACT QTY | SCHEDULED VALUE | Previous Application | | Completed This Period | | MOH Previous Application | | MOH This Period | | Completed To Date QTY | AMOUNT | % RET | Balance To Finish (F-L) | RET |
|--------------------------|---|--------------|--------------|-----------------|----------------------|--------|-----------------------|--------|--------------------------|--------------|-----------------|--------|-----------------------|--------|--------------|-------------------------|--------------|
| | | | | | QTY | AMOUNT | QTY | AMOUNT | QTY | AMOUNT | QTY | AMOUNT | | | | | |
| BASE BID | | | | | | | | | | | | | | | | | |
| 1 | EMBANKMENT (NATIVE MATERIAL) | \$12.00 | 2145 | \$ 25,740.00 | | | | | | | | | | | 10% | \$ 25,740.00 | \$ - |
| 2 | EMBANKMENT (LEVEE GRADE FILL) | \$18.00 | 910 | \$ 16,380.00 | | | | | | | | | | | 10% | \$ 16,380.00 | \$ - |
| 3 | HYDROMULCH SEEDING (PERM)(WATERING INCLUDED) | \$1.00 | 4000 | \$ 4,000.00 | | | | | | | | | | | 10% | \$ 4,000.00 | \$ - |
| 4 | CALICHE 6" (NEW)(COMPACT IN PLACE) | \$90.00 | 79 | \$ 7,110.00 | | | | | | | | | | | 10% | \$ 7,110.00 | \$ - |
| 5 | CEMENT STABILIZED BACKFILL (2 SACKS/CY) | \$150.00 | 430 | \$ 64,500.00 | | | | | | | | | | | 10% | \$ 64,500.00 | \$ - |
| 6 | TRENCH EXCAVATION PROTECTION | \$120.00 | 142 | \$ 17,040.00 | | | | | | | | | | | 10% | \$ 17,040.00 | \$ - |
| 7 | REINFORCED CONCRETE WALL (PIPE SUPPORT) | \$1,100.00 | 7 | \$ 7,700.00 | | | | | | | | | | | 10% | \$ 7,700.00 | \$ - |
| 8 | CONCRETE RETAINING WALL | \$600.00 | 26 | \$ 15,600.00 | | | | | | | | | | | 10% | \$ 15,600.00 | \$ - |
| 9 | CONCRETE RIPRAP (GIN) | \$300.00 | 79 | \$ 23,700.00 | | | | | | | | | | | 10% | \$ 23,700.00 | \$ - |
| 10 | RIPRAP (COMMON STONE)(DRY)(GIN) | \$100.00 | 395 | \$ 39,500.00 | | | | | | | | | | | 10% | \$ 39,500.00 | \$ - |
| 11 | 5'X5' DUAL CONCRETE BOX (CAST IN PLACE) | \$1,005.00 | 137 | \$ 1,376,850.00 | | | | | | | | | | | 10% | \$ 1,376,850.00 | \$ - |
| 12 | CONCRETE WINGWALLS | \$5,600.00 | 2 | \$ 11,200.00 | | | | | | | | | | | 10% | \$ 11,200.00 | \$ - |
| 13 | CONCRETE HEADWALL (VARIES FROM 5' TO 11' HEIGHT) | \$1,000.00 | 24 | \$ 24,000.00 | | | | | | | | | | | 10% | \$ 24,000.00 | \$ - |
| 14 | BARRICADES, SIGNS AND TRAFFIC HANDLING | \$4,000.00 | 3 | \$ 12,000.00 | | | | | | | | | | | 10% | \$ 12,000.00 | \$ - |
| 15 | CHANNEL EXCAVATION | \$9.00 | 5270 | \$ 47,430.00 | | | | | | | | | | | 10% | \$ 47,430.00 | \$ - |
| 16 | CONCRETE COLLAR (CAST IN PLACE) | \$3,300.00 | 2 | \$ 6,600.00 | | | | | | | | | | | 10% | \$ 6,600.00 | \$ - |
| 17 | CONSTRUCTION CONCRETE GATEWELL STR. W/SLUICE GATE (2), 5" REINFORCED CONCRETE PLATFORM, GRATE LATCH, LADDER & APPARATUS (CAST IN PLACE) | \$111,000.00 | 1 | \$ 111,000.00 | | | | | | 2.00 | \$ 27,906.00 | | | 10% | \$ 83,094.00 | \$ 2,790.60 | |
| 18 | 18" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/12" MANIFOLD, CHECK VALVES & FITTINGS) | \$400.00 | 60 | \$ 24,000.00 | | | | | | | | | | | 10% | \$ 24,000.00 | \$ - |
| 19 | 12" STEEL PIPE SCH 40 PAINTED (OIL BASE)(W/FITTINGS) SUCTION W/BLINDS & QUICK CONNECTORS | \$300.00 | 65 | \$ 19,500.00 | | | | | | | | | | | 10% | \$ 19,500.00 | \$ - |
| 20 | 12" WIDE SWING ACES GATES (COMPLETE IN PLACE)(PAINTED YELLOW W/OIL BASE PAINT) | \$3,000.00 | 2 | \$ 6,000.00 | | | | | | | | | | | 10% | \$ 6,000.00 | \$ - |
| 21 | CONSTRUCTION EXISTS (TYZ)(INSTALL)(REMOVE) | \$30.00 | 78 | \$ 2,340.00 | | | | | | | | | | | 10% | \$ 2,340.00 | \$ - |
| 22 | TEMP SEDIMENT CONTROL FENCE | \$4.00 | 1218 | \$ 4,872.00 | | | | | | | | | | | 10% | \$ 4,872.00 | \$ - |
| 23 | 12" DIESEL PUMP W/(2)12"x20" FLEXIBLE HOSE W/QUICK CONNECTOR | \$111,000.00 | 2 | \$ 222,000.00 | | | | | | 2.00 | \$ 100,000.00 | | | 10% | \$ 84,250.00 | \$ 13,775.00 | |
| 24 | 60" X 5'6" CONCRETE SUNCTION BOX (W/GRATES) | \$18,000.00 | 1 | \$ 18,000.00 | | | | | | | | | | | 10% | \$ 18,000.00 | \$ - |
| 25 | STRUCTURE EXCAVATION | \$12.00 | 2223 | \$ 26,676.00 | | | | | | | | | | | 10% | \$ 26,676.00 | \$ - |
| 26 | CONTINGENCY PLAN (PRELIM. SOILS MAT'L TESTS) | \$13,000.00 | 1 | \$ 13,000.00 | | | | | | | | | | | 10% | \$ 13,000.00 | \$ - |
| 27 | CONTINGENCY PLAN (CONST. MAT'L TESTS) | \$13,000.00 | 1 | \$ 13,000.00 | | | | | | | | | | | 10% | \$ 13,000.00 | \$ - |
| | | | | \$20,573.00 | | | | | | \$127,906.00 | | | \$165,656.00 | | | \$754,917.00 | \$ 16,565.60 |
| SUBTOTAL BASE BID | | | | | | | | | | | | | | | | | |
| | | | | \$ - | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | | \$920,573.00 | | | | | | \$127,906.00 | | | \$165,656.00 | | | \$754,917.00 | \$ 16,565.60 |
| SUBTOTALS PAGE 2 | | | | | | | | | | | | | | | | | |



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

March 11, 2015

Dos Logistic, Inc.
Attn: Oscar Cancino, P.E.
1002 E. Expressway 83
Weslaco, Texas 78596

RE: Precinct No. 2 – Alamo Expressway Drain
HCDD1-14-008-07-08

Dear Mr. Cancino:

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

- Balch Machine Co., Inc.

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

Thank you,

A handwritten signature in blue ink, appearing to read "Yara M. Corbitt".

Yara M. Corbitt, P.E.
Texas Cordia Construction

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Texas Cordia Construction, LLC
to furnish Gorman Rupp Pump
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by Hidalgo County Drainage District #1
Which improvements are described as follows:

Pct. 2 - Alamo Expressway Drain

In consideration of Pay Estimate No. 1 in the amount of Ninety Thousand & 00/100
DOLLAR(\$ 90,000.00) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real
property on account of any labor performed or materials furnished or to be furnished or labor
performed and materials furnished by the undersigned pursuant to the above-mentioned contract
or any constitutional lien that the undersigned may have.

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

Balch Machine Co., Inc.
CONTRACTOR

BY: Nelson Pittman
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 3rd day of FEBRUARY, 2011
certify which witness my hand and seal of office.

Sylvia Longoria
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 11-2-17



Exhibit E-1

BALCH MACHINE CO., INC.

7728 Padre Island Hwy
BROWNSVILLE, TEXAS 78521

INVOICE

40947

DATE

INVOICE NO.

(956) 831-2644 Fax (956) 831-2274
www.balchmachine.com

1/22/2015

40947

RECEIVED JAN 26 2015

BILL TO:

SHIP TO:

Texas Cordia Construction
3149-A Center Pointe Dr
Edinburg, Tx 78539

Texas Cordia Construction LLC
3149-A Center Pointe Drive
Edinburg, TX 78539

Alarm #2

| P.O. NUMBER | TERMS | REP | SHIP | VIA | F.O.B. | PROJECT |
|-------------|---------------|-------------------------------------|-----------|-------------|--------------|-------------------------|
| | Net 30 | CB | 1/22/2015 | Company ... | 8-22-14 | 972058 2 centrifugal .. |
| QUANTITY | ITEM CODE | DESCRIPTION | | | PRICE EACH | AMOUNT |
| | 1 Fabrication | 2 EA 12" x 10' Suction Hose | | | | |
| | | 2 EA 12" x 10' Discharge Hose | | | | |
| | | **Per Option Line on original Quote | | | | |
| | | Sales Tax | | | 8.25% | 0.00 |
| | | <i>HCDD1</i> | | | | |
| | | | | | TOTAL | \$1,700.00 |

BALCH MACHINE CO., INC.7728 Padre Island Hwy
BROWNSVILLE, TEXAS 78521**INVOICE**

40837

RECEIVED DEC 03 2014

DATE

INVOICE NO.

(956) 831-2644 Fax (956) 831-2274
www.balchmachine.com

12/2/2014

40837

BILL TO:

Texas Cordia Construction
3149-A Center Pointe Dr
Edinburg, Tx 78539

SHIP TO:

Texas Cordia Contruction LLC
3149-A Center Pointe Drive
Edinburg, TX 78539

| P.O. NUMBER | TERMS | REP | SHIP | VIA | F.O.B. | PROJECT |
|-------------|-------------|---|------------|-------------|--------------|-----------------------------------|
| AL2402 | Net 30 | CB | 11/18/2014 | Company ... | 8-22-14 | 972058 2 centrifugal .. |
| QUANTITY | ITEM CODE | DESCRIPTION | | | PRICE EACH | AMOUNT |
| | | Final Billing: | | | | |
| | | 2 EA Gorman Rupp Pump MOD PA 10A60-4045H Skid Mounted, Self-Priming Diesel Driven with Self contained Diesel Tank | | | | |
| 1 | MISCELLA... | | | | 11,050.00 | 11,050.00 |
| | | Pumps Delivered 11-21-14 to Hid. Co. Drain. Dist. #1 | | | | |
| | | PL# 32646 Q 4811 Sales Tax | | | 8.25% | 911.63 |
| | | | | | TOTAL | 11,961.63 11,060.00 |

BALCH MACHINE CO., INC.

7728 Padre Island Hwy
BROWNSVILLE, TEXAS 78521

INVOICE

40806

(956) 831-2644 Fax (956) 831-2274
www.balchmachine.com

DATE INVOICE NO.
11/17/2014 40806

RECEIVED NOV 19 2014

BILL TO:

Texas Cordia Construction
3149-A Center Pointe Dr
Edinburg, Tx 78539

SHIP TO:

Texas Cordia Contruction LLC
3149-A Center Pointe Drive
Edinburg, TX 78539

| P.O. NUMBER | TERMS | REP | SHIP | VIA | F.O.B. | PROJECT |
|-------------|-------------|---|------------|-------------|------------------|-------------------------|
| AL2402 | Net 30 | CB | 11/18/2014 | Company ... | 8-22-14 | 972058 2 centrifugal .. |
| QUANTITY | ITEM CODE | DESCRIPTION | | | PRICE EACH | AMOUNT |
| | | Progress Billing: Material on Hand | | | | |
| | | 2 EA Gorman Rupp Pump MOD PA 10A60-4045H Skid Mounted, Self-Priming Diesel Driven with Self contained Diesel Tank | | | | |
| 1 | MISCELLA... | | | | 125,000.00 | 125,000.00 |
| | | Sales Tax | | | 8.25% | 10,312.50 |
| | | | | | | 125,000.00 |
| | | | | | TOTAL | \$135,312.50 |

Letter of Transmittal

To: Jaime Salazar - Buyer
Hidalgo County Drainage District
902 N. Doolittle
Edinburg Texas

From: Dos Logistics Inc.
1002 E. Expressway 83
Weslaco, TX 78596

| | |
|--|-----------------|
| Date:3-13-15 | Job No.: |
| Att : Jaime Salazar | |
| Pay Application # 3 - Aalmo Drain | |
| | |

| Routing Method | |
|--|--|
| <input type="checkbox"/> US Mail | <input type="checkbox"/> Fax |
| <input checked="" type="checkbox"/> Hand Delivered | <input type="checkbox"/> E - Mail |
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> FedEx Overnight |

Sending the following:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Drawings | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Daily Report |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Prints | <input type="checkbox"/> Copies |
| <input type="checkbox"/> Submittals | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples |

| Copies | | Description |
|--------|------|--|
| 1 | Each | Pay Application #3- Alamo Expressway Drain |
| | | |
| | | |
| | | |
| | | |

These are transmitted as checked below:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> For approval | <input checked="" type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Return for corrections | <input type="checkbox"/> Returned _____ corrected prints |

Remarks

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

MAR 13 2015

 AM / PM

[Handwritten Signature]

SIGNATURE

RECEIVED BY: _____
 BY: *Rosa Tree*

DATE RECEIVED: _____



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

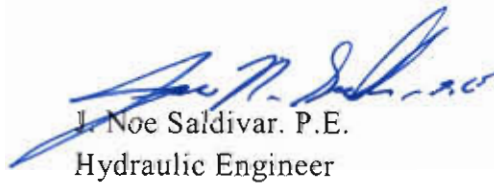
April 22, 2015

Lora Briones
Financial Officer
Re: Invoice

**1.) Texas Cordia Construction LLC (Alamo Expressway Drain)
Invoice # Application #3 / 3-11-2015 / \$33,975.00**

I have reviewed the invoice referenced above, and have no issues for payment based on the back up information and complete percentages they are billing the Drainage District. Should you have any questions, please feel free to contact me.

Thank you,


J. Noe Saldivar, P.E.
Hydraulic Engineer

LB 4/22/2015

Date: 04/22/15 Time: 4:15 PM

Cc: Raul E. Sesin, PE, CFM

*BOO. 4/22/15
AI# 49439.*



**COVERSHEET
APPROVED-BOND INVOICES**

Submitted to Noe

DATE: 3/19/2015

Prepared By: Joey Garza

| Vendor | Unit # | Invoice # | Invoice Date | Invoice Amount | Received By | Received Date | COMMENTS |
|--------------------------------|--|----------------|--------------|----------------|-------------|---------------|---|
| GUZMAN & MUNOZ ENGIN. | PCT. 4 WEIR W. MAIN DRAIN | APPLICATION #1 | 03/02/15 | \$70,965.00 | R. ARCE | 03/10/15 | |
| TEXAS CORDIA CONSTRUCTION LLC. | PCT. 2 ALAMO EXP. WAY DRAIN CONST. CONTRACT NO. HCDD1-14-008-07-08 | APPLICATION #3 | 03/11/15 | \$33,975.00 | R. ARCE | 03/13/15 | ATTACHED PO #625452 |
| TEDSI INFRASTRUCTURE | LRGVRWMPP ENGINEERING REPORT PCT.1 - 2012 BOND REFERENDUM | 20142204 | 01/22/14 | \$95,442.44 | R. ARCE | 03/17/15 | ATTACHED PO #623666, 623958,625152,626144 |
| TEDSI INFRASTRUCTURE | LRGVRWMPP ENGINEERING REPORT PCT.1 - 2012 BOND REFERENDUM | 20142178 | 12/22/14 | \$159,944.34 | R. ARCE | 03/17/15 | ATTACHED PO #623666, 623958,625152,626144 |
| | | | | | | | |
| | | | | | | | |

AI -49387

8.

DRAINAGE DISTRICT

Meeting Date: 04/28/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to enter into a 36 month lease agreement with DELL through the District's membership with the Texas Department of Information Resources DIR Contract No. DIR-SDD-1951 for the lease and technical support of (2) Dell 5810 desktop computers and (7) Optiplex 7020 desktop computers in the amount of \$450.84 per month.

B.) Requesting approval to purchase (10) Dell Monitors from Dell through the District's membership with the State of Texas DIR Contract No. DIR-SDD-1951 in the amount of \$2,885.90.

C.) Requesting approval to purchase the following from Caldwell Country Ford - Chevrolet through the District's membership with BuyBoard Contract No. 430-13 in the total amount of \$:262,185.00

- 1.) (1) 2016 Ford F-350 4x4 with Welder Body
- 2.) (2) 2016 Ford F-350 4x4 Crew Cab
- 3.) (7) 2016 Ford F-250 4x4 Regular Cab

D.) Requesting approval of Budget Amendment from the District General Fund in the amount of \$262,185.00, funds will be used for the purchase of new vehicles.

E.) Requesting approval to adopt Wireless Devices Communication Services Policy, Guidelines and Procedures.

F.) Requesting approval to change wireless services plan through the District's membership with the Texas Department of Information Resources Contract No. DIR-SDD-1779 with Verizon for the following:

| Equipment Description: | Employee ID: | New Plan Description: | MDN: |
|------------------------|--------------|---|--------------|
| IPhone /\$49.99 | 086185 | Nationwide Unlimited Anytime Mins., Email & Data + Messaging@ \$115.49 a month | 956-369-2269 |
| IPhone / \$49.99 | 150015 | Nationwide Unlimited Anytime Mins., Email & Data + Messaging @ \$115.49 a month | 956-292-5813 |
| IPhone / \$49.99 | 150345 | Nationwide Unlimited Anytime Mins., Email & Data + Messaging @ \$115.49 a month | 956-292-5928 |

G.) Requesting approval of "Pool" of pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by the Hidalgo County Drainage District No. 1 for projects that require said services as set forth in the requirements stated in RFQ No. HCDD1-15-005-04-16 "Extension of Professional Engineering Services - Pool".

H.) Requesting approval of "Pool" of pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by the Hidalgo County Drainage District No. 1 for projects that require said services as set forth in the requirements stated in RFQ No. HCDD1-15-004-04-15 "Real Estate Appraisal Services".

I.) Requesting approval of Work Authorization No. 5 in the amount of \$234,589.97 with L&G Engineering as it relates to Cross Culvert Design, Utility Adjustment for the La Joya Watershed Improvement project.

2013 BOND SERIES

J.) Requesting approval of Work Authorization No. 6 in the amount of \$268,175.43 with L&G Engineering as it relates to Schematic, Right of Way Map, Hydrologic Map and Right of Way Acquisition for the La Joya Watershed Improvement project.

K.) Requesting approval of Work Authorization No. 2 in the amount of \$269,935.78 with L&G Engineering as it relates to Engineering Services for Watershed Study for the Pct. 2 Pharr McAllen Drain & South Flood Water Channel Watershed Improvement Project.

L.) Presentation of Scoring Grid of the firms graded and evaluated through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking

by the HCDD1 Board of Directors in connection with Professional Engineering Services required for Pct. 2 - PSJA Lateral.

| FIRM NAME: | SCORE: | RANK: |
|-----------------------------|--------|-------|
| Javier Hinojosa Engineering | 95 | |
| Cruz-Hogan Consultants | 94 | |
| S&GE Civil Engineers | 93 | |

M.) Pursuant to the Boards approval, requesting authority for the Hidalgo County Drainage District No.1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of _____, for the provision of Engineering Services for Pct. 2 - PSJA Lateral.

N.) Requesting authorization for the Hidalgo County Drainage District No. 1 General Manager to sign and submit Application for Permit to Appropriate State Water (CN 600701510) to Texas Commission on Environmental Quality (TCEQ) and approval of Application Fee in the amount of \$51,125.00 as it relate to the Delta Region Water Management Project.

O.) For clarification purposes only Item No. 12 Real Estate Acquisition on March 31, 2015 Board Meeting:

Legal Description: Tract No. 1 - A 3, 114,298 sq ft (71,4944 acre) tract of land situated in Lots 126-128, 133-138, and 143-148, Homeville Association "A" Subdivision, Hidalgo County, Texas. As described in Vol. 0, Page 23, Map Records, Hidalgo County, Texas.

Tract No. 2 - A 262,418 sq ft (6.0243 acre) tract of land situated in Lots 142 and 149, Homeville Association "A" Subdivision, Hidalgo County, Texas. As described in Document No. 1055866, Official Records, Hidalgo County, Texas.

Tract No. 3 - A 41,853 sq ft (0.9608 acre) tract of land situated in Lot 139, Homeville Association "A" Subdivision, out of a 1.00 acre tract of land, as described in Document No. 1218927, Official Records, Hidalgo County, Texas.

Tract No. 5 - A 44,590 sq ft (1.0236 acre) tract of land situated in Lot 132, Homeville Association "A" Subdivision, Hidalgo County, Texas. Being that 1.02 acre tract of land, as described in Document No. 1097426, Official Records, Hidalgo County, Texas.

Total Compensation: \$278,261.00

Tract No. 4 - A 46,254 sq ft (1.0618 acre) tract of land situated in Lot 139, Homeville Association "A" Subdivision, Hidalgo County, Texas. Being that 1.02 acre tract of land, as described in Volume 1972, Page 369, Deed Records, Hidalgo County, Texas.

Total Compensation: \$ 3,716.00

BACKGROUND

Fiscal Impact

Attachments

Dell Lease Agreement

Dell Monitors

Caldwell Ford

Wireless Device Policy

Verizon Wireless Services

Ext. Engineering Pool

Appraisal Services Pool

WA No. 5 L&G La Joya

WA No. 6 L&G La Joya

WA No. 2 L&G Pharr McAllen

TCEQ Application & Letters

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| Budget & Management | Veronica Ortiz | 04/23/2015 03:13 PM |
| Final Approval | Monica Badillo | 04/24/2015 03:40 PM |
| Form Started By: Jaime Salazar | | Started On: 04/21/2015 11:39 AM |
| Final Approval Date: 04/24/2015 | | |

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
TRUE LEASE SCHEDULE NO. 001-6658652-002
TO MASTER LEASE AGREEMENT NO. 6658652**

THIS SCHEDULE, ENTERED INTO BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") and **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** ("Lessee"), IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT NO. 6658652 ("Agreement") DATED January 9, 2013 BETWEEN **DELL FINANCIAL SERVICES L.L.C.** ("Lessor") AND THE STATE OF TEXAS ACTING BY AND THROUGH THE DEPARTMENT OF INFORMATION RESOURCES ("DIR") UNDER APPENDIX F OF CONTRACT # DIR-SDD-1951 BETWEEN THE DIR AND DELL MARKETING L.P.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: [Dell Inc., One Dell Way, Round Rock, TX 78682]

| <u>Product Description</u> | <u>Product Location</u> | <u>Lessee Purchase Order No.</u> | <u>Rent*</u> | <u>Primary Term (Mos.)</u> | <u>Commencement Date***</u> |
|----------------------------|-------------------------|----------------------------------|--------------|----------------------------|-----------------------------|
| See Exhibit A | See Exhibit A | | \$450.84 | 36 | |

Total Product Acquisition Cost: \$15,160.70

Rent is payable: in advance; in arrears [specify]

Payment Period: Monthly Quarterly Annually Other (specify) _____)

* Lessee is responsible for applicable taxes, shipping, and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent, if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply to this Schedule in addition to the provisions in the Agreement:

1. TRUE LEASE: The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. END OF LEASE OPTIONS.

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY

OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice of its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. SECTION 30. MISCELLANEOUS.

Insert the following at the end of subsection (b):

"Notwithstanding the foregoing, this Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent this Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

Insert the following at the end of subsection (e):

"If Lessee delivers this Schedule or any amendment (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document."

4. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
(Lessee)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

ACCEPTANCE CERTIFICATE

Acceptance Certificate under Schedule No. 001-6658652-001 dated as of between Dell Financial Services L.L.C. ("Lessor") and Hidalgo County Drainage District No. 1 ("Lessee") under Master Lease Agreement No.6658652 dated as of February 28, 2013 between Dell Financial Services L.L.C and the State of Texas acting by and through the Department of Information Resources ("DIR") under Appendix F of contract # DIR-SDD-1951 between the DIR and Dell Marketing L.P. (collectively, the "Lease").

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: _____, 20__

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Master Lease Agreement.

LESSEE: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

NAME: _____

TITLE: _____

EXHIBIT A

Schedule 001-6658652-002

| GROUP: 1 QUANTITY: 2 SYSTEM PRICE: \$2,786.68 GROUP TOTAL: \$5,573.36 | |
|--|----------|
| Description | Quantity |
| Dell Precision Tower 5810 CTO Base (210-ACQM) | 2 |
| 16GB (4x4GB) 2133MHz DDR4 RDIMM ECC (370-ABUO) | 2 |
| US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AADG) | 2 |
| Nvidia Quadro K4200 4GB (2 DP, DL-DVI-I) (1 DP to SL-DVI adapter) (490-BCCM) | 2 |
| 1TB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-ABSO) | 2 |
| Integrated Intel AHCI chipset SATA controller (6 x 6.0Gb/s) - SW RAID 0/1/5/10 (403-BBGV) | 2 |
| No Media Card Reader (385-BBBL) | 2 |
| Microsoft Office Professional 2013, OptiPlex, Precision, Latitude (630-AABM) | 2 |
| Thank you for buying Dell (421-9982) | 2 |
| Dell Data Protection System Tools Digital Delivery/DT (422-0008) | 2 |
| SW,MY-DELL,CRRS (422-0052) | 2 |
| Hashing and part Traceability Data (444-BBBG) | 2 |
| Hash Enable Verify (444-BBBS) | 2 |
| Adobe Reader 11 (640-BBDH) | 2 |
| Dell Precision Optimizer (640-BBES) | 2 |
| Dell Data Protection I Protected Workspace (640-BBEW) | 2 |
| Visit www.dell.com/encryption (640-BBHR) | 2 |
| Not Selected in this Configuration (640-BBHS) | 2 |
| Dell Applications for Windows 7 (658-BBIH) | 2 |
| Non RAID (780-BBCJ) | 2 |
| No Anti-Virus Software (650-AAAJ) | 2 |
| Windows 7 Professional 64-bit English/French/Spanish (Includes Windows 8.1 Pro license) (619-AFIT) | 2 |
| US Order (332-1286) | 2 |
| Dell Precision Tower 5810 685W Chassis (329-BCFX) | 2 |
| Dell MS111 USB Optical Mouse (570-AACW) | 2 |
| No Energy Star (387-BBBE) | 2 |
| No Additional Network Card Selected (Integrated NIC included) (555-BBJO) | 2 |
| 8x Slimline DVD+/-RW Drive (429-AAPE) | 2 |
| Sound Card Not Included (510-BBBW) | 2 |
| Internal Speaker (520-AADM) | 2 |
| US 125V Power Cord (470-AAKG) | 2 |
| Windows 8.1 DVD OS Recovery(English) (620-AASU) | 2 |
| Dell Backup and Recovery Basic (637-AAAS) | 2 |
| No External Speaker (520-AABF) | 2 |
| Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK) | 2 |
| Dell Limited Hardware Warranty Plus Service (997-7163) | 2 |
| Onsite/In-Home Service After Remote Diagnosis, 3 Years (997-7165) | 2 |
| No UPC Label (389-BDCE) | 2 |
| TPM Enabled (329-BBJL) | 2 |

| | |
|---|---|
| No Out-of-Band Systems Management (631-AAID) | 2 |
| Resource DVD not Included (430-XXYU) | 2 |
| No Additional Hard Drive (401-AADF) | 2 |
| No Additional Hard Drive (401-AADF) | 2 |
| Tech Sheet for Dell Optiplex T5810 (340-AMCB) | 2 |
| Intel Xeon Processor E5-1620 v3 (Four Core HT, 10MB Cache, 3.5GHz Turbo) (338-BFJW) | 2 |
| Heatsink for single CPU T5810 (412-AADM) | 2 |
| No DDPE Encryption Software (954-3465) | 2 |
| C1 SATA 3.5 Inch, 1-2 Hard Drives (449-BBEF) | 2 |
| Chassis Intrusion Switch (461-AAAB) | 2 |
| Boot drive or boot volume is less than 2TB (411-XXXI) | 2 |
| Shipping Material for System (328-BBEO) | 2 |
| SHIP,PWS,LNK,NO,NO,AMF (340-AEYP) | 2 |
| No Stand included (575-BBCH) | 2 |
| No FGA (817-BBBB) | 2 |
| No Accessories (461-AABV) | 2 |
| PowerDVD Software not included (429-AABU) | 2 |
| No Additional Hard Drive (401-AADF) | 2 |
| CyberLink Power Media Player (525-BBBR) | 2 |
| Not Selected in this Configuration (817-BBBC) | 2 |
| MOD,LBL,REG,T5810,DAO (389-BFFO) | 2 |
| Regulatory Label (389-BFJR) | 2 |
| Intel Xeon Label (389-BBRO) | 2 |
| No Dell Tera2 Remote Access host card for the Wyse P25 Zero Client (386-BBBE) | 2 |
| Dell AC411 (18V) Speaker (520-AAEW) | 2 |

| GROUP: 1 QUANTITY: 7 SYSTEM PRICE: \$1,369.62 GROUP TOTAL: \$9,587.34 | |
|---|-----------------|
| Description | Quantity |
| OptiPlex 7020 MT CTO (210-ACRX) | 7 |
| 16GB (2x8GB) 1600MHz DDR3 Non-ECC (370-AAJC) | 7 |
| US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX) | 7 |
| AMD Radeon R5 240, 1GB, Full Height (DP and DVI-I) (490-BBXS) | 7 |
| No Wireless (555-BBFO) | 7 |
| 500GB 2.5 5400RPM Hybrid FIPS SED Opal HD, OptiPlex (400-AGWU) | 7 |
| Cable for SATA HDD and 2nd HH ODD, OptiPlex (470-AAED) | 7 |
| Cable for SATA HDD, OptiPlex (470-AAEF) | 7 |
| Bracket for 2.5inch HDD, OptiPlex (575-BBBR) | 7 |
| Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) (536-BBBJ) | 7 |
| US Order (332-1286) | 7 |
| OptiPlex 7020 Minitower Chassis with Standard Power Supply (329-BCHJ) | 7 |
| Dell USB Optical Mouse MS111 (570-AACR) | 7 |
| No ESTAR (387-BBCG) | 7 |
| 16X DVD-ROM Drive (429-AAEW) | 7 |
| Internal Dell Business Audio Speaker (520-AABT) | 7 |
| No Wireless (555-BBFO) | 7 |
| System Power Cord (Philipine/TH/US) (450-AAOJ) | 7 |
| Windows 8.1 DVD OS Recovery(English) (620-AASU) | 7 |
| Dell Backup and Recovery Basic (637-AAAS) | 7 |
| Desktop BTO Standard shipment (800-BBIO) | 7 |
| Not Selected in this Configuration (817-BBBC) | 7 |
| Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK) | 7 |
| Dell Limited Hardware Warranty Plus Service (997-8533) | 7 |
| ProSupport Plus: Accidental Damage Service, 3 Years (997-8602) | 7 |

| | |
|--|---|
| ProSupport Plus: Keep Your Hard Drive, 3 Years (997-8612) | 7 |
| ProSupport Plus: Next Business Day Onsite 3 Years (997-8622) | 7 |
| ProSupport Plus: 7x24 Technical Support, 3 Years (997-8642) | 7 |
| No UPC Label (389-BDCE) | 7 |
| TPM Enabled (329-BBJL) | 7 |
| No Special BIOS Setup Required (696-BBBC) | 7 |
| NO RAID (817-BBBN) | 7 |
| Intel Standard Manageability (631-AAJJ) | 7 |
| No Diagnostic/Recovery CD media (340-ABJI) | 7 |
| No Quick Reference Guide (340-ABKW) | 7 |
| Intel Core i7-4790 Processor (Quad Core, 8MB, 3.60GHz w/HD4600 Graphics) (338-BEUD) | 7 |
| No DDPE Encryption Software (954-3465) | 7 |
| Chassis Intrusion Switch (461-AAAZ) | 7 |
| Minitower Chassis Mainstream Heatsink (95watts) (412-AAAV) | 7 |
| Shipping Material for System.Minitower,Dell OptiPlex (340-ABVE) | 7 |
| No FGA (817-BBBB) | 7 |
| NO ADAPTER (470-AAJL) | 7 |
| PowerDVD Software not included (632-BBBJ) | 7 |
| Hard Drive : Not Included (400-AATB) | 7 |
| Regulatory Label (389-BEVD) | 7 |
| No CompuTrace (461-AABF) | 7 |
| No Add On Card (382-BBBZ) | 7 |
| No Intel Responsive (551-BBBJ) | 7 |
| Intel Core I7 Label (389-BBWR) | 7 |
| Microsoft Office Home and Business 2013, OptiPlex, Precision, Latitude (630-AABE) | 7 |
| Dell Data Protection System Tools Digital Delivery/DT (422-0008) | 7 |
| Adobe Reader 11 (640-BBDF) | 7 |
| Dell Data Protection I Protected Workspace (640-BBEV) | 7 |
| Dell(TM) Digital Delivery Cirrus Client (640-BBLW) | 7 |
| Enable Low Power Mode (658-BBMQ) | 7 |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (658-BBMR) | 7 |
| Waves Maxx Audio (658-BBNH) | 7 |
| MY DELL (658-BBVM) | 7 |
| No Anti-Virus Software (650-AAAL) | 7 |



QUOTATION

Quote #: 704247639
 Customer #: 17927132
 Contract #: 42AFU
 CustomerAgreement #: DIR-SDD-1951
 Quote Date: 03/24/2015
 Customer Name: HIDALGO COUNTY

Date: 3/24/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: MARLENE S PHONE: 1800 - 4563355
 Email Address: Marlene_S@Dell.com Phone Ext: 80000

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$2,885.90

| Product | Quantity | Unit Price | Total |
|--|----------|------------|------------|
| Dell UltraSharp 24 Monitor - U2412M (320-2676) | 10 | \$288.59 | \$2,885.90 |

| | |
|---------------------------------|--------------------------|
| *Total Purchase Price: | \$2,885.90 |
| Product Subtotal: | \$2,885.90 |
| Tax: | \$0.00 |
| Shipping & Handling: | \$0.00 |
| State Environmental Fee: | \$0.00 |
| Shipping Method: | LTL 5 DAY OR LESS |
| | (* Amount denoted in \$) |

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All information supplied to HIDALGO COUNTY for the purpose of this proposal is to be considered confidential information belonging to Dell.

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WELDEN

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: HIDALGO COUNTY Caldwell Rep: MICHAEL WILEY

Contact: JAIME SALAZAR DRAINAGE DIST# 1 Phone/fax: 254-773-8824 / 254-773-8808

Phone/email: 956-292-7080 / jaime.salazar@hcdd1.org Date: Thursday, April 23, 2015

Product Description: FORD F-350 REGULAR CAB 4X2 email: mwiley@caldwellcountry.com

A. Bid Series: 114 A. Base Price: \$ 19,281.00

B. Published Options [Itemize each below]

Table with 6 columns: Code, Options, Bid Price, Code, Options, Bid Price. Rows include F3H 2016 F-350 CAB AND CHASSIS 4X4, 6.2L V8 GAS; 6-SPD AUTOMATIC, A/C; AM/FM RADIO, VINYL 40/20/40 SEAT, RUBBER FLOOR, 60" CAB TO AXLE DRW, and GENERAL SERVICE PKG B.

Total of B. Published Options: \$ 11,107.00

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.3 %

Table with 4 columns: Options, Bid Price, Options, Bid Price. Rows include GENERAL TRUCK BODY TO INSTALL, WELDING BED BODY, ESTIMATED 180-200 DAYS DELIVERY, and WHITE COLOR.

Total of C. Unpublished Options: \$ 90.00

- D. Pre-delivery Inspection: \$ -
E. Texas State Inspection: \$ -
F. Manufacturer Destination/Delivery:
G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
I. Contract Price Adjustment:
J. Additional Delivery Charge: 354 miles \$ 1,000.00
K. Subtotal: \$ 31,478.00
L. Quantity Ordered 1 x K = \$ 31,478.00
M. Trade in:
N. BUYBOARD FEE PER PURCHASE ORDER \$ 400.00
O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE \$ 31,878.00

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: HIDALGO COUNTY Caldwell Rep: MICHAEL WILEY

Contact: JAIME SALAZAR DRAINAGE DIST# 1 Phone/fax: 254-773-8824 / 254-773-8808

Phone/email: 956-292-7080 / jaime.salazar@hcdd1.org Date: Thursday, April 23, 2015

Product Description: FORD F-250 REGULAR CAB 4X2 email: mwiley@caldwellcountry.com

A. Bid Series: 113 A. Base Price: \$ **18,263.00**

B. Published Options [Itemize each below]

| Code | Options | Bid Price | Code | Options | Bid Price |
|---------------------------------------|--------------------------------|-------------|------|--------------------------|--------------------|
| F2B | 2016 REG CAB 4X4 F-250 8FT BED | \$ 3,201.00 | TBM | ALL TERRAIN TIRES | \$ 156.00 |
| | 6.2L V8 GAS; 6-SPD AUTOMATIC | INCL | | | |
| | A/C; AM/FM RADIO | INCL | 41P | SKID PLATES | \$ 95.00 |
| | VINYL 40/20/40 SEAT | INCL | 52B | TRAILER BRAKE CONTROLLER | \$ 256.00 |
| | RUBBER FLOOR | INCL | | | |
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| Total of B. Published Options: | | | | | \$ 3,708.00 |

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 5.9 %

| Options | Bid Price | Options | Bid Price |
|---|-------------|------------------------|--------------------|
| GENERAL TRUCK BODY TO INSTALL | \$ 1,305.00 | | |
| RANCH HAND GRILL GUARD AND | | | |
| REAR REPLACEMENT BUMPER | | | |
| | | | |
| | | ESTIMATED 120-150 DAYS | DELIVERY |
| | | WHITE | COLOR |
| Total of C. Unpublished Options: | | | \$ 1,305.00 |

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery:
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: \$ -
- J. Additional Delivery Charge: 354 miles \$ 1,000.00
- K. Subtotal: \$ 24,276.00
- L. Quantity Ordered 7 x K = \$ 169,932.00
- M. Trade in:
- N. BUYBOARD FEE PER PURCHASE ORDER \$ 400.00
- O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE **\$ 170,332.00**



WIRELESS DEVICES COMMUNICATION SERVICES POLICY, GUIDELINES AND PROCEDURES

DEFINITION

The following devices and equipment are considered wireless devices:

Cellular telephone: Device that can send and receive incoming telephone calls through a cellular telephone network. These devices can also possess wireless data access and global positioning features however their primary function is voice communication. For the effects of this policy Blackberries, iPhones, Android and any other smart phone are considered cellular telephones. These devices can be assigned either to the department for OFFICE USE or to an individual District employee.

Data card: Device that can receive wireless data access through a cellular telephone network. These devices are used for Internet connectivity when the District's network infrastructure is not readily accessible or when the user is out of the area on District business. These devices can be assigned either to the department for OFFICE USE or to an individual District employee.

Data Pad: District owned Tablet device that is capable of receiving data access through a cellular telephone network.

Global Positioning System (GPS): These devices provide geographic location and time telemetry information through a cellular telephone network. The GPS equipment is directly installed on a District owned vehicle and has no user interface. These devices are incapable of making phone calls or accessing the Internet, therefore cannot be used for personal business. These devices are assigned only as OFFICE USE.

POLICIES AND GUIDELINES

1.0 WIRELESS COMMUNICATION SERVICES ADMINISTRATION

- 1.01 **Wireless Communication Services Administrator:** The District General Manager shall serve as the Wireless Communication Services

Administrator. The Wireless Communication Services Administrator shall be assigned responsibility for administering the District wide Wireless Communication Services Program. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the administrator. The Wireless Communication Services Administrator's responsibilities include the following:

- 1.01.1 Reviews requests for Wireless Device service from District employees and request approval for the issuance of cellular telephone service from Commissioner's Court;
- 1.01.2 Maintain a master list of all authorized wireless communication devices. The master list should include, but is not limited to, the following information:
For departments or individual issued a wireless device:
 - a. Wireless device telephone number;
 - b. Wireless device model number;
 - c. Wireless device serial number;
 - d. Plan type and cost;
 - e. Status of cellular telephone (i.e., active or inactive); and
 - f. Commissioners' Court approval date.
 - g. Wireless Taxable Status [Yes or No]
 - h. Employee Number
 - i. Employee Name
- 1.01.3 Maintain a list of wireless device allowances with the following information:
 - a. Employee name;
 - b. Employee number;
 - c. Employee cellular telephone number;
 - d. Allowance amount;
 - e. Effective date of the allowance, and
 - f. Commissioner's Court approval date.

- 1.01.4 Provides department with a list of authorized allowances and wireless devices on quarterly basis;
 - 1.01.5 Maintain contact information for the District's authorized wireless device service;
 - 1.01.6 Receives District owned cellular phones from the District's authorized wireless device service provider and issues cellular phones to District employees;
 - 1.01.7 Provides training of Supervisors and employees participating in the Program regarding the proper use of wireless devices in accordance with this policy. This may include: workshops, emails and other forms of communication;
 - 1.01.8 Settle wireless device invoice disputes with the District's' authorized wireless device service representative for District owned devices and service plans;
 - 1.01.9 Reviews the Wireless Communication Services Policy at least annually and presents recommendations for improvement to Commissioners' Court for approval;
 - 1.01.10 Will have final authority in approvals, changes and deletions. Has the authority to remove service from any individual at anytime upon his/her discretion; and
 - 1.01.11 Is responsible for other duties as outlined by this policy.
- 1.02 Supervisor's shall be responsible for administering the Wireless Communication Services Program for their respective office/department. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the Supervisor. Supervisors responsibilities include:
- 1.02.1 Receives training upon requesting wireless communication services and annually thenceforth regarding administration of the program and responsibilities from the Wireless Communication Services Administrator;

- 1.02.2 Will be responsible for the receipt, processing, disputes directly with the provider and payment of their departments invoices;
- 1.02.3 Determine the potential need for an employee to utilize a cellular phone for District business and/or the appropriate monthly allowance based on business usage, not to exceed the Board of Directors approved amount of \$50 per month;
- 1.02.4 Submits requests for wireless communication services to the Wireless Communication Services Administrator;
- 1.02.5 Distributes wireless communication devices to the users if departmental or employee assigned wireless communication devices are approved;
- 1.02.6 Reviews cellular phone service invoices in detail on a monthly basis to ensure that calls are appropriate and made in accordance with this policy for departmental assigned cellular phones;
- 1.02.7 Reviews departmental assigned cellular phone statements and recommends approval of payment;
- 1.02.8 Maintains copies of cellular telephone service verification documentation (receipt or front page of statement) for all employees authorized a cellular phone service allowance. Copies should be maintained for a minimum of four (4) years in accordance with the Texas State Library and Archives Commission records retention schedule;
- 1.02.9 Ensures cellular phones are stored in a secure location while not in use;
- 1.02.10 Is responsible for other duties as outlined by this Policy;
- 1.02.11 Maintain contact information for the District's authorized wireless device service representative;
- 1.02.12 Settle wireless device invoice disputes with the District's' authorized wireless device service representative for District owned devices and service plans;

1.02.13 Completing and delivering to District's Payroll Department form W.2011.3 Wireless Device Taxable Deduction Form. This form is used by the District's Payroll for determining the exact cost of the wireless service for taxing purposes. The form must contain the following information:

1. Account Number;
2. Department Name;
3. Employee number;
4. Employee Name;
5. Wireless Device Number;
6. Billing Amount;
7. Taxable Amount;
8. Justification of Adjustment;
9. Contain only devices that will incur taxable amounts, and

1.02.14 Submit the form to the District's Payroll for processing.

2.0 CELLULAR TELEPHONE SERVICE ALLOWANCE

2.01 Supervisors may request a cellular phone service allowance for their employees only in the following cases:

- The anticipated level of business use is significant (over 400 minutes of cellular phone use);
- The related cost is justified when compared with the alternative communication choices;
- The nature of this employees work is critical to the operation of the District and needs to be immediately accessed outside of normal business hours (8:00am – 5:00pm);
- The employee's job requires that they work regularly in the field and needs to be immediately accessed or the employees' job requires substantial travel and needs to be accessible or have access to information technology systems while traveling, and

- If the employee is assigned a District owned and issued data tablet device that can receive data service directly.
- 2.02 Employees' eligibility based on these requirements must be documented by their supervisor on Form W.2011.2 "Wireless Device Request Form". Justification of need must be specified as to why other means of communication provided by the District (i.e. office phones, email, etc.) are not adequate to meet the communications requirements of the employee's job.
- 2.03 **Obtaining a Cellular Telephone Service Allowance**
- 2.03.1 The Supervisor shall make requests to the Wireless Communication Services Administrator for a cellular phone service allowance using Form W.2011.2 "Wireless Device Request Form" form".
- 2.03.2 The Supervisor must fill out **Form W.2011.2 "Wireless Device Request Form"** form with the following information:
- a. Name of the employee requesting cellular phone service;
 - b. Employee number;
 - c. Position Title;
 - d. Estimated amount of business use per month (in minutes);
 - e. Allowance amount based on the usage level;
 - f. Justification for cellular phone service; and
 - g. Supervisor signature.
- 2.03.3 Supervisors shall submit the request for cellular telephone allowance to the Wireless Communication Service Administrator for review and approval.
- 2.03.4 The Wireless Communication Services Administrator will submit the request to the Board of Directors for approval.
- 2.03.5 The Wireless Communication Services Administrator shall obtain approval from Board of Directors before authorizing an increase to the cellular phone allowance.
- 2.03.6 Once approval is obtained the Wireless Communication Services Administrator must provide a copy of the Court approval **Form W.2011.2 "Wireless Device Request Form"** form to the

District's payroll department to include the taxable cellular phone allowance in the employee's paycheck.

- 2.04 **Form W.2011.2 "Wireless Device Request Form"** form will be distributed to the Supervisors on or around December of each calendar year to verify the need for the allowance. These forms will have to be approved by The Board of Directors to continue the cellular telephone allowance.
- 2.05 Wireless Communication Allowance Amount shall consist of either or both a Cellular Telephone stipend: \$50 a month and/or a Data pad stipend: \$25 a month
- 2.06 The wireless communication allowance will be paid in the second paycheck of each month beginning the first full pay period following The Board of Directors approval and evidence of wireless device service has been established by the allowance recipient.
- 2.07 A maximum of one wireless device allowance and a data pad stipend will be approved for each qualified employee, for a total of no more than \$75 a month.
- 2.08 Recipient Responsibilities
1. Recipient will provide his or her cellular telephone number to the Wireless Communication Services Administrator and the Official/Department Head upon activation.
 2. Recipient will purchase cellular wireless device and equipment and assumes responsibility for vendor terms and conditions.
 3. Recipient is responsible for plan choices, service levels, calling areas, service and phone features, termination clauses, and payment terms and penalties.
 4. Recipient is responsible for the purchase, loss, damage, insurance, and/or replacement of wireless device.
 5. Recipient shall maintain active wireless device service. Documentation verifying continuous service, such as a copy of the first page of the monthly wireless device bill or payment receipt, must be provided to the Supervisor or his designee on a monthly basis.

6. Recipient agrees to carry the wireless device with them, keep it charged and in operational condition, and be accessible for business use as required by their supervisor.
 7. Recipient must immediately notify the Wireless Communication Service Administrator or his designee if there is a change in wireless device access number.
 8. Recipient must immediately notify the Wireless Communication Services Administrator or his designee if wireless service is cancelled.
 9. Recipient shall remain responsible for plan obligations if the recipient leaves position.
 10. Recipient shall use discretion in relaying confidential information.
- 2.09 Guidelines for Wireless Device Use by Employees receiving a Wireless Device Allowance
- 2.09.1 Personal use – the Wireless Communication service policy assumes that the Wireless Device will be used for both personal and business calls. Since the cellular phone allowance amount is taxable as income, the employee is not required to track business vs. personal use to report to the District.
 - 2.09.2 Appropriate use – the employee agrees to use the Wireless Device in ways consistent with District policy and all applicable local, state or federal laws. Inappropriate and unlawful use of cellular phone features is prohibited.
 - 2.09.3 Users must be aware of state and municipal laws regarding the use of Wireless Device while driving. The laws vary widely by location. In addition, use of Wireless Device while driving can cause hazardous distraction, especially in adverse weather, heavy traffic, or limited visibility conditions.
 - 2.09.4 District data on personally-owned Wireless Device. Many smart phones have advanced capabilities close to mobile/portable computers. As the devices become more widely deployed, the amount and level of institutional data that is stored may also increase.

- a. Do not store District confidential, or sensitive personal information on a personal Wireless Device. The risk is too great that the device can be lost and/or compromised. Confidential and sensitive personal data should always be left and maintained on central systems and servers.
- b. Do not transmit District confidential, or sensitive personal information through insecure channels such as email.
- c. Always protect the device with a password or PIN to prevent casual access.
- d. Some of these devices have the capability to be remotely wiped/re-formatted. These features should always be setup and configured.
- e. Avoid or limit the amount of institutional data that is stored on your device.
- f. Certain legal and regulatory requirements may necessitate that the District review and preserve relevant data that is stored on a personally-owned device.
- g. If an employee separates employment from the District, it is their obligation and responsibility to delete and remove any and all District data from their personally owned device. An affidavit certifying such information has been removed must be provided to the Wireless Communication Services Administrator.

3.0 HIDALGO COUNTY DRAINAGE DISTRICT No.1 OWNED DEVICES ASSIGNED TO PERSONAL

- 3.01 District Employees' may qualify for wireless communication service only if the Supervisor has determined it to be required for the District's performance and the following must be true:
- 3.01.1 The anticipated level of business use is significant;
 - 3.01.2 The related cost is justified when compared with alternative communication choices; and
 - 3.01.3 Employees are frequently away from access to traditional land-based phone services; or
 - 3.01.4 Employees' work requires substantial travel.

3.02 Eligibility based on these requirements must be documented by the Supervisor on **Form W.2011.2 "Wireless Device Request Form"** form. Justification of need must be specified as to why other means of communication provided by the District (i.e. office phones, email, etc.) are not adequate to meet the communications requirements of the employee's job.

3.03 **Guidelines for District Owned Cellular Telephones**

3.03.1 District owned cellular telephones are to be used for District business only. Personal use of District owned Wireless Device, other than *de minimis* use, is a clear violation of this Policy and subject to disciplinary actions.

3.03.2 Appropriate use, the employee agrees to use the Wireless Device in ways consistent with District policy and all applicable local, state, or federal laws. Inappropriate and unlawful use of Wireless Device features is prohibited.

3.03.3 Users must be aware of state and municipal laws regarding the use of phones while driving. The laws vary widely by location. In addition, use of Wireless Device while driving can cause hazardous distraction, especially in adverse weather, heavy traffic, or limited visibility conditions; and

3.03.4 Institutional data on District owned Wireless Device. Many smart phones have advanced capabilities close to mobile/portable computers. As the devices become more widely deployed, the amount and level of institutional data that is stored may also increase.

a) Do not store District confidential, or sensitive personal information on a personal cellular phone or mobile device. The risk is too great that the device can be lost and/or compromised. Confidential and sensitive personal data should always be left and maintained on central systems and servers.

b) Do not transmit District confidential, or sensitive personal information through insecure channels such as email.

c) Always protect the device with a password or PIN to prevent casual access.

3.03.5 Cellular phones that are assigned specifically to individuals are subject to IRS regulations and may be taxed accordingly. For more information consult: EXAMPLE 2

- a) Some of these devices have the capability to be remotely wiped/re-formatted. These features should always be setup and configured.
- b) Avoid or limit the amount of institutional data that is stored on your device.
- c) Certain legal and regulatory requirements may necessitate that the District review and preserve relevant data that is stored on a Drainage District No.1 owned device.

3.03.6 Use of additional services, including long distance, directory assistance, direct connect charges, text messaging, data and third party services, and equipment insurance protection not included in the rate plans approved by the board of Directors is prohibited. Employees may be held personally liable if these types of charges are incurred. In addition, reimbursement to the District's financial Department must be immediately made.

3.04 **Obtaining a District Owned Wireless Communication Device**

3.04.1 The Supervisor shall make requests to the Wireless Communication Services Administrator for wireless communication services using **Form W.2011.2 "Wireless Device Request Form"** form.

3.04.2 The Wireless Communication Services Manager must fill out **Form W.2011.2 "Wireless Device Request Form"** form with the following information:

- a) Department name;
- b) Wireless communication service type;
- c) Estimated amount of business use per month (in minutes);
- d) Number of wireless communication devices needed;
- e) Justification for wireless communication service; and
- f) Supervisor signature.

- 3.04.3 The Wireless Communication Services Administrator will submit the request to The Board of Directors with a recommendation.
- 3.04.4 The Wireless Communication Services Administrator shall obtain approval from The Board of Directors before authorizing wireless communication services.
- 3.04.5 Once approval is obtained, the District must prepare a purchase order for the full amount of the equipment and yearly service.
- 3.04.6 Once the cellular phone is received, the Supervisor and employee must sign **Form W.2011.1 "Wireless Device Agreement"**
- 3.05 Supervisors will review invoices on a monthly basis to ensure:
 - 3.05.1 **Form W.2011.2** form is on file for each wireless device listed on the invoice;
 - 3.05.2 Wireless devices and rate plans invoiced have been approved by the Board of Directors;
 - 3.05.3 Charges for additional services (long distance, directory assistance, direct connect charges, text messaging and third party services, and equipment insurance protection) not included in the rate plans approved by the Board of Directors are included in the invoices;
 - 3.05.4 Sufficient funds exist in the applicable purchase orders for payment of the invoice.
- 3.06 The Supervisor will make every effort to ensure balances are paid in full each month (other than disputed charges).

4.0 GLOBAL POSITIONING SYSTEM PROGRAM

The Global Positioning System (GPS) program for the District is designed for the use of tracking District owned vehicles, in order to maximize efficiency, improve employee safety and track the district's investment in its vehicle fleet. The program is structured in a centralized manner. The District General Manager will be the primary administrator of the program and buyer will be designated secondary. Because of the nature of the service and data provided by the GPS devices these units must be managed, financed, maintained and monitored in a

structured and centralized manner. This structure will allow for a structured progress, standardization of equipment, licensing, software, installation, management practices, equipment maintenance and any issues that may arise. Administrator of this program will have the authority to add units to the program, request funding, requisition, procure and submit billing information for GPS services on the respective object code any financial account on a District wide basis.

5.0 DISCIPLINARY ACTIONS FRO POLICY NON-COMPLIANCE

- 5.01 Non-compliance of the Wireless Communication Services Policy may result in the following disciplinary actions:
- 5.01.1 Wireless Device services privileges taken from employee(s);
 - 5.01.2 Reimbursement to District for unauthorized use of a District issued Wireless Device;
 - 5.01.3 Employee dismissal; or
 - 5.01.4 Other disciplinary action at the Supervisor's discretion.



WIRELESS DEVICE REQUEST FORM W.2011.2

| TYPE OF REQUEST | | |
|--|--|--|
| District Owned Wireless Device: <input type="radio"/> Office Use or Individual <input type="radio"/> Name Change <input type="radio"/> Equipment Change <input type="radio"/> Plan Change <input type="radio"/> Delete Service | Wireless Data Device: <input type="radio"/> Data Card <input type="radio"/> Smart Phone <input type="radio"/> Other: _____ | Stipend: <input type="radio"/> Cellular Telephone \$50/m <input type="radio"/> Data Plan \$25/m |
| COUNTY OWNED WIRELESS DEVICE | | |
| Office Use/ Employee: _____ | | |
| Employee Id Num.: _____ | | Signature: _____ |
| Quantity: _____ | | |
| Service \$ _____/m (x) _____ months = _____ Account: _____ -32 | | |
| Service \$ _____/m (x) _____ months = _____ Account: _____ -619/664 | | |
| Requisition Total: _____ Requisition Number: _____ | | |
| STIPEND | | |
| Employee: _____ Employee Id# _____ Signature: _____ | | |
| Quantity: _____ | | |
| Service: \$ _____/m (x) _____ months = _____ Account: _____ -32 | | |
| Total: _____ | | |
| SUPERVISOR | | |
| _____ Signature | _____ Print Name | _____ Date |
| Commissioner's Court Action: | | Commissioner's Court Date: _____ |
| <input type="radio"/> Approved Date: _____ | | <input type="radio"/> Disapproved |

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information, Example 2



WIRELESS DEVICE AGREEMENT

As an employee of Hidalgo County, I, _____, recognize and understand that cellular telephones are provided for employee use in support of the business operations of Hidalgo County Drainage District No.1 and are to be used for legitimate business purposes. I further understand that the phones belong to Hidalgo County Drainage District No.1 and are to be used in an effective, efficient, ethical and lawful manner.

I am aware that Hidalgo County Drainage District No.1 reserves the right to review, audit and inspect cellular telephone records at any time, with or without notice.

I understand that I am responsible for good care and maintenance of my assigned cellular telephone and will be required to pay for any damage done to the phone due to my negligence. I also acknowledge that I become fully liable to Hidalgo County Drainage District No.1 for the full replacement cost of any lost cellular telephone equipment.

I am aware that my assigned phone may be reassigned or withdrawn at any time, with or without notice, at the discretion of the Supervisor or District General Manager.

I understand that I will surrender my cellular telephone upon termination of employment (voluntary or involuntary termination, including retirement) or if I transfer to another department. At this point, I am aware that no further use of my cellular telephone is authorized.

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

I certify and acknowledge that I have read and understand Hidalgo County Drainage District No.1's Cellular Telephone Policy regarding cellular telephone usage and will comply with the terms and conditions stated throughout.

Signature of Employee Employee Num. Date Signed

Cellular Telephone Number Assigned Employee Name (Print)



**Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment**

Date: April 21, 2015

Customer Name: HCDD #2

Sales Representative: Omar Rodriguez

*Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: <http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing>
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.*

EQUIPMENT AND ACCESSORIES

| QUARTERLY DEVICE PROMOTIONS | Line Count | Cost per Unit | Subtotal |
|-----------------------------|------------|---------------|----------|
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |

| DEVICE | Line Count | Cost per Unit | Subtotal |
|-----------------------|------------|---------------|----------|
| Apple iPhone 6 - 16GB | 3 | \$199.99 | \$599.97 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | 3 | | \$599.97 |

Eligible accessories receive a 35% discount

| ACCESSORIES | Line Count | Cost per Unit | Cost per Unit after Discount | Subtotal |
|-------------|------------|---------------|------------------------------|----------|
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |

| | |
|---|-----------------|
| EQUIPMENT AND ACCESSORIES ESTIMATED COST | \$599.97 |
|---|-----------------|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|--|----------|-------------------|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]: | \$346.47 | \$4,157.64 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | \$599.97 |
| INVESTMENT TOTAL | | \$4,757.61 |

| 2015 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS | Line Count | BIC Amount | BIC Total |
|--|------------|------------|------------|
| B2B 4G smartphone and 3G iPhone 4S - new line activations (expires 06/30/15) | 3 | (\$150.00) | (\$450.00) |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | 3 | | (\$450.00) |

QUOTE ID 15421120212

Additional Notes:

- * Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
- ** Equipment pricing and availability is subject to change.
- *** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the <http://www.dir.state.tx.us/> internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.



QUOTE ID 15421120212
 DATE 4/21/2015
 TERM Annual (12 Months)
 PAGE 1 of 2

WIRELESS PROPOSAL FOR: HCDD #2
 SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

RATE PLAN AND FEATURES

| MORE EVERYTHING RATE PLANS - ACCOUNT SHARE | # Sub Account Levels | Discounted Monthly Access | Plan Included Minutes | Included TEXT / PIX / FLIX | Included Data | Data Overage | Monthly Cost | Term Cost |
|--|----------------------|---------------------------|-----------------------|----------------------------|---------------|--------------|--------------|-----------|
| | | \$0.00 | | | | | \$0.00 | \$0.00 |
| | | \$0.00 | | | | | \$0.00 | \$0.00 |
| | | \$0.00 | | | | | \$0.00 | \$0.00 |
| | | \$0.00 | | | | | \$0.00 | \$0.00 |
| | | \$0.00 | | | | | \$0.00 | \$0.00 |
| | | | | | | | \$0.00 | \$0.00 |

| MORE EVERYTHING RATE PLANS - LINE ACCESS | Line Count | Monthly Access | Plan Included Minutes | Included TEXT / PIX / FLIX | Included Data | Monthly Cost | Term Cost |
|--|------------|----------------|-----------------------|----------------------------|---------------|--------------|-----------|
| | | \$0.00 | | | | \$0.00 | \$0.00 |
| | | \$0.00 | | | | \$0.00 | \$0.00 |
| | | \$0.00 | | | | \$0.00 | \$0.00 |
| | | \$0.00 | | | | \$0.00 | \$0.00 |
| | | \$0.00 | | | | \$0.00 | \$0.00 |
| | | | | | | \$0.00 | \$0.00 |

23% Discount applies to features of \$24.99 and higher when combined with rate plans of \$34.99 and higher.

| FEATURES | Line Count | Discounted Monthly Access | Monthly Cost | Term Cost |
|----------|------------|---------------------------|--------------|-----------|
| | | \$0.00 | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 |

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: \$0.00
 SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

| QUARTERLY DEVICE PROMOTIONS | Line Count | Cost per Unit | Subtotal |
|-----------------------------|------------|---------------|----------|
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |

| DEVICE | Line Count | Cost per Unit | Subtotal |
|--------|------------|---------------|----------|
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |

Eligible accessories receive a 35% discount

| ACCESSORIES | Line Count | Cost per Unit | Cost per Unit after Discount | Subtotal |
|-------------|------------|---------------|------------------------------|----------|
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |

EQUIPMENT AND ACCESSORIES ESTIMATED COST **\$0.00**

| INVESTMENT ESTIMATE | Monthly | Term Total |
|--|---------|---------------|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]: | \$0.00 | \$0.00 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | \$0.00 |
| INVESTMENT TOTAL | | \$0.00 |

| 2Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS | Line Count | BIC Amount | BIC Total |
|--|------------|------------|-----------|
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |

QUOTE ID 15421120212

Additional Notes:

- * Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
- ** Equipment pricing and availability is subject to change.
- *** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the <http://www.dir.state.tx.us/> internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BID OPENING DATE: April 16, 2015

BID OPENING TIME: 9:30 A.M.

RFQ No.: 15-004-04-15 "Real Estate Appraisal Services" Effective: 04/28/2015 to 04/28/2016

| | NAME OF COMPANY | APPRAISAL SERVICES |
|----|---|--------------------|
| 1. | Leonel Garza Jr. & Associates, LLC 1419 Dove, Suite 1 McAllen, TX 78504 (956) 687-7295 Contact: Leonel Garza, III / Owner | |
| 2. | Appraisal Haus 502 West Kuhn Street Edinburg, TX 78541 (956) 386-1500 Contact: George Jaime Salazar II, Owner | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 5

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 Engineering, professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is to provide Cross Culvert Design, Compensable Utility Adjustment within the Parcels acquired and Right-of-Way Acquisition for an estimated total of six (6) parcels for the La Joya Watershed Improvement project.

The scope of work for said services is better defined in the following and attached hereto:

EXHIBIT "A" – Services to be provided by the Owner

EXHIBIT "B" – Services to be provided by the Engineer

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$234,589.97. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" – Estimated Project Fee Schedule*.

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 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 5 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 the scopes of this 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 Mr. Jaime Salazar of HCDD#1 as to content and detail of this Work Authorization No. 5.

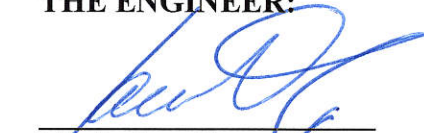
BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and L&G Engineering as indicated below and effective as of ____ day of _____, 2015.

THE ENGINEER:

THE OWNER:



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

Chairman of the Board
Hidalgo County Drainage District No. 1

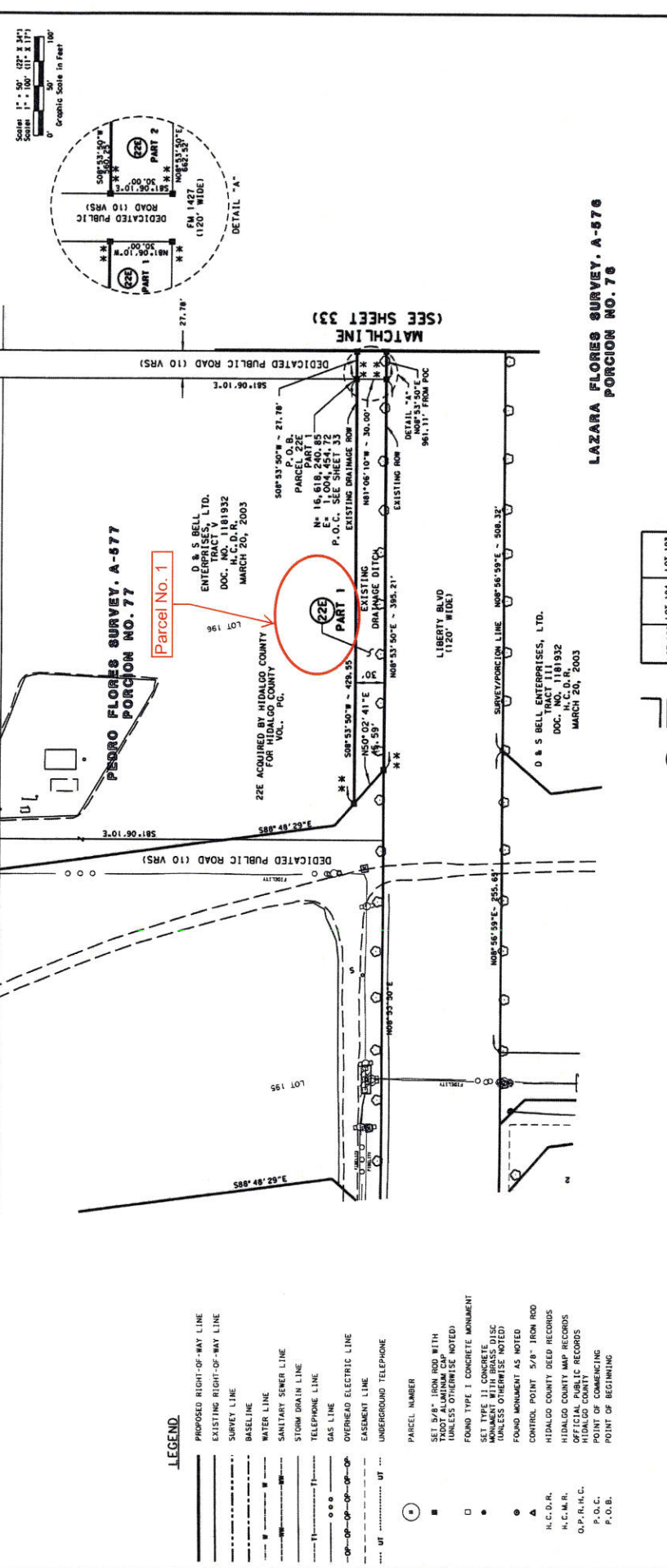
**APPROVED AS TO FORM:
ATLAS, HALL, & RODRIGUEZ, LLP**

- Exhibits:
TxDOT Right-of-Way Map
Exhibit "A" – Services to be provided by the Owner
Exhibit "B" – Services to be provided by the Engineer
Exhibit "C" – Work Schedule
Exhibit "D-1" – Estimated Project Fee Schedule and Man-hour Breakdown

PARCEL 22E PART 1

THESE EASEMENTS COULD POSSIBLY AFFECT PARCEL 22E PART 1. THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS. THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS. THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS. THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS.

1. PARTIAL RELEASE OF EASEMENT RECORDED UNDER DOCUMENT NO. 141545 A.P.R.H.C.
2. PARTIAL RELEASE OF EASEMENT RECORDED UNDER DOCUMENT NO. 141545 A.P.R.H.C.
3. EASEMENT GRANTED TO HIDALGO COUNTY RECORDED UNDER DOCUMENT NO. 1041237 O.P.R.H.C.

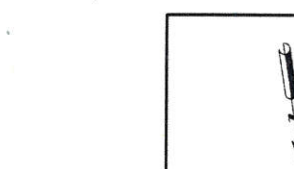
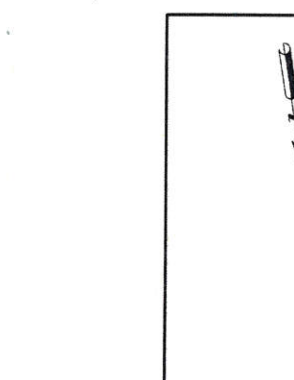


PEPETO FLORES SURVEY, A-577
PORCION NO. 77

| PARCEL NO. | OWNER | VOL. | PAGE | FILE NO. | TYPE | EXISTING ACRES | TAKING AC/5F | REMAINER (APPROXIMATED) AC. LEFT | AC. RIGHT |
|------------|--------------------------------|------|------|----------|------|----------------|--------------|----------------------------------|-----------|
| 22E PART 1 | D. & S. BELL ENTERPRISES, LTD. | | | | | 25.59 AC | 0.284 AC | 19.334 AC | 3.790 AC |

NOTES:
 1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (42051NMB03).
 2. THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TADPOOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TADPOOT.

Texas Department of Transportation
Civil Corp
 2800 BELMONT DR., SUITE 400, WAXAHACH, TEXAS 75179
 (972) 440-7000
 FEDERAL AID PROJECT NO. 6
 STATE DISTRICT 21
 COUNTY HIDALGO
 HIGHWAY NO. US 83
 SHEET NO. 003
 TOTAL SHEETS 003



Scale: 1" = 50', 027' x 347'
 1" = 100', 011' x 177'
 Graphic Scale in Feet

LAZARA PORCION NO. 76
 PEPELO FLORES SURVEY, A-577

INSET NOT TO SCALE
 N. T. S.

R. O. W. MAP SHEET
 P. O. C. 22E
 PART 1
 FND IRON ROD

21-2/2015
 11:13:11 (UTC) \\C:\Users\jv\My Documents\1110144\DWG\21-2/2015

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 La Joya Watershed Improvement Project in Hidalgo County, TX, hereinafter denoted as 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 the 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.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (7) Review and approve change orders as required and prepared by the **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Right-of-Way Acquisition, Compensable Utility Adjustment and Cross Culvert Design

LENGTH: N/A

HIGHWAY: La Joya Watershed Project

LIMITS: N/A

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- Drainage Outfall
- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. XX PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services
 Provided By:
ENGINEER COUNTY

- | | | |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | 1) PROJECT ADMINISTRATION a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary. |
| <u>YES</u> | <u>NO</u> | b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public. |
| <u>YES</u> | <u>NO</u> | c) Overhead Costs i) Administrative costs |
| <u>YES</u> | <u>NO</u> | d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters. |
| <u>YES</u> | <u>NO</u> | e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners. |
| | | 2) TITLE SERVICES |
| <u>YES</u> | <u>NO</u> | a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item. |
| <u>YES</u> | <u>NO</u> | b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item. |
| <u>YES</u> | <u>NO</u> | c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception. |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: | | |
|--------------------------|---------------|---|
| <u>ENGINEER</u> | <u>COUNTY</u> | |
| | | 3) APPRAISAL |
| <u>YES</u> | <u>NO</u> | a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request. |
| <u>YES</u> | <u>NO</u> | b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports. |
| <u>YES</u> | <u>NO</u> | c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms. |
| <u>YES</u> | <u>NO</u> | d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file. |
| <u>YES</u> | <u>NO</u> | e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| <u>YES</u> | <u>NO</u> | f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. |
| <u>YES</u> | <u>NO</u> | g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT. |
| <u>YES</u> | <u>NO</u> | h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT. |
| <u>YES</u> | <u>NO</u> | i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required. |
| <u>YES</u> | <u>NO</u> | j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | 4) APPRAISAL REVIEW |
| <u>YES</u> | <u>NO</u> | a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request. |
| <u>YES</u> | <u>NO</u> | b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |
| <u>YES</u> | <u>NO</u> | c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal. |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
 Provided By:
ENGINEER COUNTY

YES NO d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

YES NO a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

YES NO b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.

YES NO c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.

YES NO d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

YES NO e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) NEGOTIATION, TASKS AND FEES

YES NO a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.

YES NO b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

YES NO c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.

YES NO d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

YES NO e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).

YES NO f) Respond to property owner inquiries verbally and in writing within two business days.

YES NO g) Prepare a separate negotiator contact report for each parcel per contact.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
 Provided By:
ENGINEER COUNTY

- | | | |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests. |
| <u>YES</u> | <u>NO</u> | i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures. |
| <u>YES</u> | <u>NO</u> | j) Prepare final offer letter, documents of conveyance as necessary. |
| <u>YES</u> | <u>NO</u> | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested. |
| <u>YES</u> | <u>NO</u> | l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator. |
| <u>YES</u> | <u>NO</u> | m) Provide a monthly progress report per parcel by the 25th of the month with invoice. |
| <u>YES</u> | <u>NO</u> | n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 12-1 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| | | 7) CLOSING SERVICE FEES |
| <u>YES</u> | <u>NO</u> | a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY. |
| <u>YES</u> | <u>NO</u> | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company. |
| <u>YES</u> | <u>NO</u> | c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission. |
| | | 8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise). |
| <u>N/A</u> | <u>NO</u> | a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants) |
| <u>N/A</u> | <u>NO</u> | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| <u>N/A</u> | <u>NO</u> | c) TxDOT will review, approve and pay for all relocation costs as per the Agreement. |
| | | 9) CONDEMNATION SUPPORT |
| <u>YES</u> | <u>NO</u> | a) Pre-Hearing Support |
| | | i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. |
| | | ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable |
| | | iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. <u>Spouses of owners must also be joined.</u> |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

- iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
- v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
- vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
- vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
- viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
- ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
- x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
- xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
- xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
- xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
- xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
- xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
- xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

YES NO

- b) Post Hearing Support (by COUNTY Attorney)
 - i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
 - ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
 - iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
 - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
- vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
- vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
- viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
- ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
- x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | a) Preliminary Design Consultations <ul style="list-style-type: none">i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers. |
| <u>YES</u> | <u>NO</u> | b) Field Observations and Verifications <ul style="list-style-type: none">i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service. |
| <u>YES</u> | <u>NO</u> | c) Exchange of Information with Utility Providers <ul style="list-style-type: none">i) Provide project schedule.ii) Request schedules for utility adjustments.iii) Identify who is responsible for utility process. |
| <u>YES</u> | <u>NO</u> | d) Confirmation of Property Interests <ul style="list-style-type: none">i) Request Documents.ii) Coordination of data on maps and citation of property interest documents.iii) Confirm utilities are within easements. |
| <u>YES</u> | <u>NO</u> | e) Coordination of Agreements <ul style="list-style-type: none">i) Identify utilities that are compensable.ii) Determine parties and agreements necessary to complete compensable process.iii) Coordinate execution and processing of Standard Utility Agreements. |
| <u>YES</u> | <u>NO</u> | f) Utility Meetings throughout project development <ul style="list-style-type: none">i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.ii) Attend and participate in meetings by other parties. |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

11) PAYMENT SCHEDULE

| | | |
|------------|------------|--|
| <u>YES</u> | <u>NO</u> | a) Project Administration i) Payment and Milestones (a) Full Project Office (1) Lump Sum Basis (assume 1 year project presence) (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services. (3) Remainder paid out in equal monthly installments of 15% starting the following month. (4) Monthly billing to COUNTY OF HIDALGO will be required. |
| <u>YES</u> | <u>NO</u> | b) Title Services ii) Payment (a) Per Parcel basis. iii) Milestones (a) 100% upon securing initial title commitment. |
| <u>YES</u> | <u>NO</u> | c) Appraisal Services i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% paid upon delivery of complete and acceptable appraisal report |
| <u>YES</u> | <u>NO</u> | d) Appraisal Review i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% upon submission of ROW-A-10 |
| <u>YES</u> | <u>NO</u> | e) Appraisal Update i) Payment (a) Included in Project Admin Fee |
| <u>YES</u> | <u>NO</u> | f) Negotiation, Task, and Fees i) Payment (a) Per Parcel Basis ii) Milestones (a) 80% upon presentation of initial offer. (b) 20% upon successful negotiation and all instruments are recorded. |
| <u>YES</u> | <u>NO</u> | g) Closing Service Fees i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% upon recordation of instrument of conveyance. |
| <u>N/A</u> | <u>N/A</u> | h) Relocation Assistance i) Payment (a) Per Relocation ii) Milestones (a) 100% upon issuance of 90-day vacancy letter. |
| <u>YES</u> | <u>N/A</u> | i) Compensable Utilities i) Payment (a) By percent complete |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES (IF APPLICABLE)

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

| <u>Service</u> | <u>Office Location</u> |
|-----------------------------------|------------------------|
| Right-of-Way Acquisition Services | Mission Office |

The work effort will be managed out of the _____ Mercedes _____
(City)
office located at 2100 West Expressway 83 _____,
(Address)
Mercedes _____, Texas _____.
(City) (State)

EXHIBIT "C"
WORK SCHEDULE
LaJoya Watershed Improvements Project

| TASK AND DESCRIPTION | FIRM | 2015 | | | | | | | | | | | | 2016 | | | |
|--|------|------|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|------|-----|-----|--|
| | | JAN | FEB | MAR | APR | MAY | JUN | JULY | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | |
| <u><i>La Joya Watershed Improvement Project</i></u> | | | | | | | | | | | | | | | | | |
| WORK AUTHORIZATION NO. 5 | | | | | | | | | | | | | | | | | |
| <i>Cross Culvert Design, Compensable Utility Coordination and Right-of-Way Acquisition</i> | | | | | | | | | | | | | | | | | |
| Cross Culvert Design | L&G | | | | | | | | | | | | | | | | |
| Compensable Utility Adjustment | L&G | | | | | | | | | | | | | | | | |
| ROW Acquisition Process | L&G | | | | | | | | | | | | | | | | |



EXHIBIT "D-1"
ROW ACQUISITION FEE SCHEDULE

La Joya Watershed Improvement Project

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Exhibit D-1 "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Drainage District No. 1- on a percent complete basis as approved by the Hidalgo County Drainage District No. 1.** L&G Engineering will be completing the work on the approximate schedule provided in Exhibit C of this Work Order or as approved by the Hidalgo County Drainage District No. 1. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

| Estimated Number of Parcels | Project Admin | Title Services Per Parcel | Appraisal Services Per Parcel | Appraisal Review Per Parcel | * Appraisal Update | Negotiation Fees Per Parcel | Closing Services Per Parcel | **Relocation (Residential/ Business) | Grand Total of Task |
|-----------------------------|---------------|---------------------------|-------------------------------|-----------------------------|--------------------|-----------------------------|-----------------------------|--------------------------------------|---------------------|
| 6 | \$5,950.00 | \$600.00 | \$2,750.00 | \$800.00 | | \$3,500.00 | \$200.00 | | |
| Sub Total of Tasks | \$35,700.00 | \$3,600.00 | \$16,500.00 | \$4,800.00 | * | \$21,000.00 | \$1,200.00 | \$0.00 | \$82,800.00 |

(*) Appraisal update costs included in Project Administrative Costs.

•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 6

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 Engineering, professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is to provide Schematic, Right-of-Way Map, Hydrologic Map and Right-of-Way Acquisition for an estimated total of four (4) parcels for the La Joya Watershed Improvement project.

The scope of work for said services is better defined in the following and attached hereto:

EXHIBIT "A" – Services to be provided by the Owner

EXHIBIT "B" – Services to be provided by the Engineer

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$268,175.43. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" – Estimated Project Fee Schedule*.

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 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 6 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 the scopes of this 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 Mr. Jaime Salazar of HCDD#1 as to content and detail of this Work Authorization No. 6.

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and L&G Engineering as indicated below and effective as of ____ day of _____, 2015.

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**

- _____
Exhibits:
Location Map
Exhibit “A” – Services to be provided by the Owner
Exhibit “B” – Services to be provided by the Engineer
Exhibit “C” – Work Schedule
Exhibit “D-1” – Estimated Project Fee Schedule and Man-hour Breakdown
Exhibit “D-2” – ROW Acquisition Fee Schedule

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 La Joya Watershed Improvement Project in Hidalgo County, TX, hereinafter denoted as 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 the 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.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (7) Review and approve change orders as required and prepared by the **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Outfall South of Business 83 to IBWC Levees

LENGTH: N/A

HIGHWAY: La Joya Watershed Project

LIMITS: N/A

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- Drainage Outfall
- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County Drainage District No. 1.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

| Services Provided By: | | |
|--------------------------|---------------|---|
| <u>ENGINEER</u> | <u>COUNTY</u> | |
| <u>YES</u> | <u>NO</u> | Preliminary Design Values <i>The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.</i> |
| <u>YES</u> | <u>NO</u> | Preliminary Route Locations on Uncontrolled Mapping <i>The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.</i> |
| <u>YES</u> | <u>NO</u> | Uncontrolled Mapping (w/Contours & GIS Info) <i>The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.</i> |
| <u>N/A</u> | <u>N/A</u> | Preliminary Traffic Evaluations & Trends <i>The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.</i> |
| <u>YES</u> | <u>NO</u> | Preliminary Hydrologic Map <i>The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.</i> |
| <u>YES</u> | <u>NO</u> | Preliminary ROW Requirements <i>The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.</i> |
| <u>YES</u> | <u>NO</u> | Preliminary Cost Estimates <i>The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.</i> |
| <u>YES</u> | <u>NO</u> | Preliminary Environmental Analysis (for fatal flaws) <i>The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.</i> |
| <u>YES</u> | <u>NO</u> | Project Fact Sheet with Est. Local Cost vs. Total Project Cost <i>The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.</i> |
| <u>YES</u> | <u>NO</u> | Meetings, Coordination & Support for Project Development <i>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.</i> |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES
(Function Code 110)

Services
Provided By:
ENGINEER COUNTY

- | | | |
|------------|------------|--|
| <u>NO</u> | <u>NO</u> | 1. Route Location Studies* |
| <u>N/A</u> | <u>N/A</u> | 2. Level of Service Analysis |
| <u>N/A</u> | <u>NO</u> | 3. Traffic Evaluations and Projections |
| <u>N/A</u> | <u>NO</u> | 4. Develop Roadway Design Criteria |
| <u>YES</u> | <u>NO</u> | 5. Preliminary Cost Estimates |
| <u>YES</u> | <u>NO</u> | 6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements) |
| <u>YES</u> | <u>NO</u> | 7. Preliminary Right-of-Way Requirements |
| <u>YES</u> | <u>NO</u> | 8. Design Concept Conference |
| <u>N/A</u> | <u>N/A</u> | 9. Soil Core Hole Drilling |
| <u>N/A</u> | <u>N/A</u> | a. Pavement (See Section 7, page 7-3 for requirements) |
| <u>N/A</u> | <u>N/A</u> | b. Retaining Walls (See Section 10, page 10-1 for requirements) |
| <u>N/A</u> | <u>N/A</u> | c. Miscellaneous Structures (See Section 10, page 10-3 for requirements) |
| <u>N/A</u> | <u>N/A</u> | d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements) |
- * The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services
Provided By:
ENGINEER COUNTY

1. Environmental Reports
All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
 - a. Environmental Assessments
 - (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
N/A N/A
 - (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A N/A
 - (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
N/A N/A
 - b. Environmental Impact Statement
 - (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A N/A
 - (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
2. Public Involvement
All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
 - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
N/A N/A
 - b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
N/A N/A
3. Cultural Resources
Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
 - a. Historic Structure Studies
A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
N/A N/A
 - b. Archeological Studies
 - (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
N/A N/A
 - (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
N/A N/A
 - (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
N/A N/A

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

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| <u>N/A</u> | <u>N/A</u> | 4. Noise and Air Quality Analyses |
| | | a. Noise Analysis |
| | | A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document. |
| <u>N/A</u> | <u>N/A</u> | b. Air Quality Analysis |
| | | An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project. |
| <u>N/A</u> | <u>N/A</u> | 5. Hazardous Materials |
| | | The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process). |
| <u>N/A</u> | <u>N/A</u> | 6. General Guidelines for Preparation of Environmental Documents |
| | | a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. and submitted electronically to TxDOT. |
| | | b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT. |
| | | c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site. |
| | | d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44. |
| | | e. The administratively complete document will be submitted to TxDOT electronically through their FTP site. |
| | | f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV. |
| | | g. Exhibits in the environmental document shall be color copies and text shall be black and white. |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

Services
Provided By:
ENGINEER COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by Hidalgo County.

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| <u>YES</u> | <u>NO</u> | 1. Ownership Data in a .dgn file <ol style="list-style-type: none">a. The entire project limits as identified on the attached Preliminary Exhibit.b. Compensable utility ownership that has property rights on ROW shall be researched and provided.c. For each drainage outfall propertyd. For each irrigation structure pipe. |
| <u>YES</u> | <u>NO</u> | 2. Parcel plats & Right-of-Way Map <ol style="list-style-type: none">a. A ROW map, parcel plats and field notes shall be prepared and furnished.b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).c. ROW map must depict all improvements affecting ROW including visible utilities. |
| <u>YES</u> | <u>NO</u> | 3. Utilities (Compensable) <ol style="list-style-type: none">a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate compensable utilities including irrigation lines. |
| <u>YES</u> | <u>NO</u> | 4. Field Notes <ol style="list-style-type: none">a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Mapb. Computation Sheets for Survey Closure and Area for Each Parcel.c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps. |
| <u>YES</u> | <u>NO</u> | 5. Survey and Stake Right-of-Way |
| <u>YES</u> | <u>NO</u> | 6. Records as Required by the County and State <ol style="list-style-type: none">a. Records used to establish ownership |
| <u>YES</u> | <u>NO</u> | 7. General Guidelines for Preparation of Right-of-Way Maps <i>(Sample ROW Maps and Parcel Plats and field notes attached)</i> GENERAL SPECIFICATIONS <ol style="list-style-type: none">a. All data submitted by the surveyor will be legible, organized and well documented.b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract. |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL

- a. Abstracting: The SURVEYOR will determine Ownership Data.
- b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
- c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
- d. All required documents will be in English units.
- e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
- f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
- g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
- h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

- a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
- b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
- c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
- d. League lines and survey lines will be shown and identified by name and abstract number.
- e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
- f. Monumentation set or found will be shown and described as to material and size.
- g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
- h. Intersecting streets will be shown and identified by name and right-of-way width.
- i. A parent tract inset will be shown for each parent tract.
- j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
- k. Appropriate notes will be included on the title sheet stating the following:
 - a. Month(s) and year abstracting was performed upon which the map is based.
 - b. Month(s) and year field surveys were conducted upon which the map is based.
 - c. Month and year map was completed by the SURVEYOR.
- l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
- m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
- n. The acreage of the part taken should be shown to three decimal places, rounded.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

- a. The field note description will begin with a general description that will include, as a minimum:
 - (1) State, county, and city within which the proposed parcel of land to be acquired is located.
 - (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

- b. The field note description will continue with a metes and bounds description that will include, as a minimum:
 - (1) A point of commencing (outside property corner).
 - (2) A point of beginning on proposed R.O.W. line.
 - (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
 - (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
 - (6) Note referencing parcel plat.

SUBMITTALS

- a. ROW Map Submittal Requirements:
 - (1) Pharr District ROW Map Checklist (signed and dated)
 - (2) Two (2) paper sets of half-size ROW maps (11"x 17")
 - (3) One (1) paper set of the full-size ROW maps (22"x 34")
 - (4) Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
 - (5) Division needs one (1) electronic copy of the ROW Map on a CD, and
 - (6) One (1) copy of the DGN electronic file on a CD from the surveyor- Both the electronic copy of the ROW Map and the DGN file can be on one CD.

- b. After Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:
 - (1) Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
 - (2) One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision
 - (3) Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
 - (4) Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and
 - (5) One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- Roadways
- Survey, county, and city limit lines shown and labeled
- Improvements shown and labeled (*see below*)
- Monumentation i.e. P.C., P.T., Break Points
- North arrow
- Scale
- Property lines
- Property descriptions i.e., lot, block, tract, subdivision, etc...
- Identify existing and proposed access denial locations (*if applicable*)

PROPOSED INFORMATION

- Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
- Survey and R.O.W. lines
- Basis of bearings
- Parcel bearings and distances correspond with traverse sheet
- Outside ties (P.O.C.) corresponds with field notes
- Point of beginning (P.O.B.) established on proposed R.O.W. line
- Parcel tied to baseline
- Baseline information shown i.e. Stationing, bearings, curve data, etc...
- Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
- Math checked on remainder

IMPROVEMENTS

- Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
- Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

UTILITIES

- All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
- Location of underground storage tanks and/or filler caps are shown and labeled

*** DO NOT SEAL MAP**

FIELD NOTES HEADING

- County
- Highway
- Parcel number
- R.O.W. CSJ
- Construction CSJ

GENERAL DESCRIPTION OR "PREAMBLE"

- Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

PARENT TRACT DATA IS SHOWN

- Size of parent tract
- Survey data or lot, block, and subdivision
- Name of last recorded seller and buyer
- Date, volume and page or document number of last recorded conveyance
- Records and county of last recorded conveyance

BEGINNING DESCRIPTION

- Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
- Point of beginning is on proposed R.O.W. line

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PARTICULAR DESCRIPTION

- Traverse calls are clockwise sequence
- Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
- Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
- Calls are numbered
- Denial of access shall be described from beginning to end (*if applicable*)

CLOSING DESCRIPTION

- Last call leads back to P.O.B.
- Restates area of parcel
- Establishes taking in existing road R.O.W. (*if applicable*)
- Legal description is referenced to Plat
- Sealed and signed
- Include an access clause whether access is permitted or denied (*if applicable*)

PARCEL SKETCH

- Shows P.O.B. and P.O.C.
- All data corresponds exactly with Map and Field Notes
- Sheet size is no larger than 8 1/2" x 11"
- Plat closely matches example provided
- Plat referenced to legal description
- Sealed and signed
- Include an access clause whether access is permitted or denied (*if applicable*)
- Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

- Computations show area to be acquired in sq. ft. or acres, whichever is applicable
- Computations show area that is existing road R.O.W. (*if applicable*)
- Traverse calls are in clockwise sequence
- Error of closure meets the following:

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| Secondary rural | .0003 |
| Primary rural - secondary urban | .0002 |
| Urban or industrial | .00013 |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services
Provided By:
ENGINEER COUNTY

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| <p><u>NO</u> <u>NO</u></p> | <p>1. Field Surveying</p> <p>a. Primary Project Control – 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer. (1) Establish horizontal control points (2) Establish vertical control points</p> <p style="text-align: center;">NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.</p> <p style="text-align: center;">ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960</p> |
| <p><u>YES</u> <u>NO</u></p> | <p>b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.</p> <ul style="list-style-type: none"> • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. <p>(1) Project control base lines</p> |
| <p><u>NO</u> <u>NO</u> <u>NO</u> <u>NO</u> <u>NO</u> <u>NO</u> <u>NO</u> <u>NO</u></p> | <p>(2) Photogrammetric ground control</p> <ul style="list-style-type: none"> (a) Establish horizontal control (b) Establish vertical control points (c) Place and maintain control point targets |
| <p><u>YES</u> <u>NO</u></p> | <p>c. Other Field Surveying</p> <p>(1) The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.</p> <p>(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.</p> <p>(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.</p> <p>(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).</p> <p>(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.</p> |

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

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| <u>YES</u> | <u>NO</u> | <p>c. Other Field Surveying (<i>continued</i>)</p> <p>(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.</p> <p>(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.</p> <p>(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.</p> <p>(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.</p> |
| <u>YES</u> | <u>NO</u> | <p>(10) Tie to existing underground and overhead utilities (location, elevation and direction) <u>Horizontally</u> – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. <u>Vertically</u> – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.</p> |
| <u>YES</u> | <u>NO</u> | <p>(11) Additional Field Surveying as shown below:</p> <p>(a) <u>IRRIGATION LINES</u> – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.</p> <p>(b) <u>OUTFALLS</u> – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.</p> |
| | | <p>(12) Driveways and Turnouts</p> <p>(a) Inventory commercial entrances, public roads and side streets separately.</p> <p>(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.</p> <p>(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.</p> <p>(d) Obtain width at R.O.W. line.</p> <p>(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.</p> |
| <u>YES</u> | <u>NO</u> | <p>(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)</p> |
| <u>YES</u> | <u>NO</u> | <p>(14) Soil core hole staking.</p> |
| <u>YES</u> | <u>NO</u> | <p>(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.</p> |
| <u>YES</u> | <u>NO</u> | <p>(16) Profiles of existing drainage facilities.</p> |
| <u>YES</u> | <u>NO</u> | <p>(17) Measurement of hydraulic opening under existing bridges.</p> |
| <u>YES</u> | <u>NO</u> | <p>(18) Obtain elevations of manholes and valves of utilities</p> |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

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| <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>NO</u> <u>NO</u></p> | <p>c. Other Field Surveying (<i>continued</i>)</p> <p>(19) Provide temporary signs, traffic control, flags, safety equipment, etc.</p> <p>(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.</p> <p>(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.</p> <p>(22) Inventory signs, mailboxes, and driveways</p> <p>(23) Survey controlled data sheets per TxDOT guidelines.</p> <p>2. Photogrammetric Products</p> <p>a. Uncontrolled Photography</p> <p style="padding-left: 20px;">(1) Contact Prints</p> <p style="padding-left: 20px;">(2) Mosaics</p> <p style="padding-left: 20px;">(3) Digital ortho plots</p> <p>b. Mapping</p> <p style="padding-left: 20px;">(1) Planimetric Maps</p> <p style="padding-left: 20px;">(2) Contour Maps</p> <p style="padding-left: 20px;">(3) Cross Sections</p> <p style="padding-left: 20px;">(4) Profiles</p> <p style="padding-left: 20px;">(5) Digital Terrain Models (DTM)</p> |
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EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services
Provided By:
ENGINEER COUNTY

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| <u>N/A</u> <u>N/A</u> | <p>1. Geometric Design</p> <ul style="list-style-type: none">a. Horizontal and Vertical Alignmentb. Schematic Layout<ul style="list-style-type: none">(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.(5) The tentative ROW limits.<ul style="list-style-type: none">(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.(b) Provide a graphics file containing the approved schematic.(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).(8) The control of access lines if Interstate or designated under House Bill 179.(9) Direction of traffic flow on all roadways.(10) Location and width of median openings for highway without access control.(11) The geometric of speed change (acceleration, deceleration, climbing) lanes. |
| <u>N/A</u> <u>N/A</u> | <p>2. General Guidelines for Project Development</p> <ul style="list-style-type: none">a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.d. Handling of traffic during construction shall be a consideration in the development of preliminary designs. |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

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| <u>N/A</u> | <u>N/A</u> | <p>2. General Guidelines for Project Development (<i>continued</i>)</p> <p>e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.</p> <p>f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.</p> <p>g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.</p> <p>h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.</p> |
| <u>N/A</u> | <u>N/A</u> | <p>3. Exhibit for Airway/Highway Clearance Permits</p> |
| <u>N/A</u> | <u>N/A</u> | <p>4. Grading Design</p> <p>a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.</p> <p>b. Typical Sections</p> <p>c. Design Cross Sections</p> <p>d. Determine Cut and Fill Quantities</p> <p>e. Slope Stability Analysis</p> <p>f. Embankment Foundation Stability Analysis</p> <p>g. Embankment Settlement Analysis</p> |
| <u>N/A</u> | <u>N/A</u> | <p>5. Pavement Design</p> <p>a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.</p> |
| <u>N/A</u> | <u>N/A</u> | <p>b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.</p> <p>c. Embankment and Subgrade</p> <p>(1) Soil Core Holes (Show cost estimate with Function Code 110)</p> <p>(a) Along center line</p> <p>(b) Along center line of each roadway</p> <p>The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)</p> |
| <u>N/A</u> | <u>N/A</u> | |
| <u>N/A</u> | <u>N/A</u> | |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

- | | | |
|------------|------------|--|
| <u>N/A</u> | <u>N/A</u> | 5. Pavement Design (<i>continued</i>) |
| <u>N/A</u> | <u>N/A</u> | c. Embankment and Subgrade (<i>continued</i>) |
| <u>N/A</u> | <u>N/A</u> | (2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime) |
| <u>N/A</u> | <u>N/A</u> | d. Traffic Data for Pavement Design by STATE |
| <u>N/A</u> | <u>N/A</u> | e. Basic Design Criteria |
| <u>N/A</u> | <u>N/A</u> | f. Life Cycle Cost Analysis(es) |
| <u>N/A</u> | <u>N/A</u> | g. Cost Data |
| <u>N/A</u> | <u>N/A</u> | h. Pavement Material Properties |
| <u>N/A</u> | <u>N/A</u> | i. Rehabilitation Investigations |
| <u>N/A</u> | <u>N/A</u> | (1) Core Hole Survey (Show cost estimate with Function Code 110) |
| | | (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT. |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services
Provided By:
ENGINEER COUNTY

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.

| | | |
|------------|------------|--|
| <u>YES</u> | <u>NO</u> | 1. Hydrologic Map a. Hydrologic data/discharge determination for outfalls |
| <u>N/A</u> | <u>N/A</u> | 2. Hydraulic Drainage Study and Documentation a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements. (1) Storm water detention available within the ROW (linear ft. along side drain ditch). (2) Storm water detention required outside the ROW (as per HCDD#1) (3) Culverts (4) Bridge waterways (5) Channels (6) Storm sewers/inlets (7) Pump stations (8) Storm Water Management facilities (9) Other (a) Irrigation Canals/Siphons b. Hydraulic report(s) c. Federal Emergency Management Agency (FEMA) floodway requirements d. Determine impact of proposed drainage plan on the following receiving stream(s) (1) Hidalgo County Drainage District Outfalls (2) All Irrigation District Outfalls impacted (3) IBWC Existing Levee Structure |
| <u>YES</u> | <u>NO</u> | 3. Layout, Structural Design and Detailing of Drainage Features a. Culverts (1) New culverts (2) Culvert widening and/or lengthening (3) Culvert replacements b. Storm sewers (1) New storm sewers (2) Modify existing storm sewers (3) Inlets (4) Manholes (5) Trunk lines c. Pump stations d. Subsurface drainage at retaining walls e. Outfall channel(s) within the ROW f. Outfall channel(s) outside the ROW g. Detention Pond(s) within the ROW h. Detention Pond(s) outside the ROW i. Summary of Quantities j. Storm Water Management facilities |
| <u>YES</u> | <u>NO</u> | 4. Storm Water Pollution Prevention Plan (SW3P) |
| <u>N/A</u> | <u>N/A</u> | 5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170. |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services
Provided By:
ENGINEER COUNTY

- | | | |
|------------|------------|---|
| <u>N/A</u> | <u>N/A</u> | 1. Signing and Markings Layout |
| | | a. Requirements (Separate Layout) |
| | | (1) Roadway layout |
| | | (2) Center line with station numbering |
| | | (3) ROW lines |
| | | (4) Culverts and other structures that present a hazard to traffic |
| | | (5) Location of utilities, if not shown on plan and profile |
| | | (6) Existing signs to remain, to be removed, to be relocated |
| | | (7) Proposed signs (illustrated and numbered) |
| | | (8) Existing overhead sign bridges to remain, to be revised, removed or relocated |
| | | (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) |
| | | (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation |
| | | (12) Quantities of existing pavement markings to be removed |
| | | (13) Proposed delineators and object markers |
| | | b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: |
| | | (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps |
| | | (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps |
| | | (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes |
| | | (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) |
| | | (5) Tentative ROW limits |
| | | (6) Direction of traffic flow on all roadways |
| | | (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| <u>N/A</u> | <u>N/A</u> | 2. Summary of Small Signs Tabulation |
| <u>N/A</u> | <u>N/A</u> | 3. Summary of Large Signs Tabulation including all Guide Signs |
| <u>N/A</u> | <u>N/A</u> | 4. Sign Detail Sheets |
| | | a. All signs except route markers |
| | | b. Design details for large guide signs |
| | | c. Dimensions of letters, shields, borders, corner radii etc. |
| | | d. Designation of shields attached to guide signs |
| | | e. Designation of arrow used on exit direction signs |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

5. Traffic Signals
- a. Development of Justification (Warrant) Data
- (1) Location Map
Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
 - (2) Photographs as appropriate
 - (3) Accident data as appropriate
 - (4) Vehicle volumes (provided by TxDOT)
 - (a) Existing
 - (b) Estimated
 - (c) Projected
 - (d) Pedestrian
 - (5) Traffic Survey - Count Analysis
 - (6) Recommendation based on above data
- b. Layout
- (1) Title Sheet (when applicable)
 - (a) Describe the location
 - (b) Type of installation
 - (c) Area map with project limits for each location
 - (d) Index of sheets
 - (e) Space for official signatures
 - (2) Estimate and quantity sheet (when applicable)
 - (a) List of all bid items
 - (b) Bid item quantities
 - (c) Specification item number
 - (d) Paid item description and unit of measure
 - (3) Basis of estimate sheet (list of materials)
 - (4) General notes and specification data sheet
 - (5) Condition diagram
 - (a) Highway and intersection design features
 - (b) Roadside development
 - (c) Traffic control including illumination
 - (6) Plan sheet(s)
 - (a) Existing traffic control that will remain (signs and markings)
 - (b) Existing utilities
 - (c) Proposed highway improvements
 - (d) Proposed installation
 - (e) Proposed additional traffic controls
 - (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
 - (g) Proposed illumination attached to signal poles.
 - (7) Notes for plan layout
 - (8) Elevation sheet(s) (span wire design)
 - (9) Phase sequence diagram(s)
 - (a) Signal locations
 - (b) Signal indications
 - (c) Phase diagram
 - (d) Signal sequence table
 - (e) Flashing operation (normal and emergency)
 - (f) Preemption operation (when applicable)
 - (g) Interval timing, cycle length and offset

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

- | | | |
|------------|------------|---|
| <u>N/A</u> | <u>N/A</u> | 5. Traffic Signals (<i>continued</i>) |
| | | b. Layout (<i>continued</i>) |
| | | (10) Construction detail sheets(s) |
| | | (a) Poles (TxDOT standard sheets) |
| | | (b) Detectors |
| | | (c) Pull Box and conduit layout |
| | | (d) Controller Foundation standard sheet |
| | | (11) Marking details (when applicable) |
| | | (12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions |
| | | (13) Aerial or underground interconnect details (when applicable) |
| | | c. General Requirements |
| <u>N/A</u> | <u>N/A</u> | (1) Contact local utility company |
| <u>N/A</u> | <u>N/A</u> | (a) Confirm power source |
| <u>N/A</u> | <u>N/A</u> | (b) Discuss route of aerial or underground interconnect cable (when applicable) |
| <u>N/A</u> | <u>N/A</u> | (c) Adjustment of overhead utility lines |
| <u>N/A</u> | <u>N/A</u> | (2) Prepare governing specifications and special provisions list |
| <u>N/A</u> | <u>N/A</u> | (3) Prepare project estimate |
| <u>N/A</u> | <u>N/A</u> | d. Summary of Quantities |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services
Provided By:
ENGINEER COUNTY

- | | |
|--|--|
| <p>1. Retaining Walls</p> <p>a. Structural Details</p> <p>(1) <u>N/A</u> <u>N/A</u> (1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*</p> <p>(2) <u>N/A</u> <u>N/A</u> (2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)</p> <p>(3) <u>N/A</u> <u>N/A</u> (3) Specialized Retaining Wall at _____ locations (Unique Design).*</p> <p>b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**</p> <p>(1) <u>N/A</u> <u>N/A</u> (1) Mechanically Stabilized Earth</p> <p>(2) <u>N/A</u> <u>N/A</u> (2) Concrete Block Wall Systems</p> <p>(3) <u>N/A</u> <u>N/A</u> (3) Retaining Wall Layout (PLAN)</p> <p>(4) (1) Designation of reference line</p> <p>(5) (2) Beginning and ending retaining wall stations</p> <p>(6) (3) Station of each retaining wall joint***</p> <p>(7) (4) Offset from reference line</p> <p>(8) (5) Horizontal curve data</p> <p>(9) (6) Number of retaining wall panels and lengths***</p> <p>(10) (7) Total length of wall</p> <p>(11) (8) Indicate face of wall</p> <p>(12) (9) All wall dimensions and alignment relations (alignment data as necessary)</p> <p>(13) (10) Soil core hole locations</p> <p>d. Retaining Wall Layout (ELEVATION)</p> <p>(14) <u>N/A</u> <u>N/A</u> (1) Top of wall elevations at each joint or intervals***</p> <p>(15) (2) Existing and finished ground line elevations</p> <p>(16) (3) Height of stem at each joint***</p> <p>(17) (4) Wall panel designations***</p> <p>(18) (5) Top of footing elevations***</p> <p>(19) (6) Limits of measurement for payment****</p> <p>(20) (7) Type, limits and anchorage details of railing (If applicable)</p> <p>(21) (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.</p> <p>e. Foundation Studies (Show cost estimate with Function Code 110)</p> <p>(22) <u>N/A</u> <u>N/A</u> (1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.</p> <p>f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).</p> <p>(23) <u>N/A</u> <u>N/A</u> f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).</p> <p>g. Estimate</p> <p>(24) <u>N/A</u> <u>N/A</u> g. Estimate</p> <p>h. Summary of Quantities</p> <p>(25) <u>N/A</u> <u>N/A</u> h. Summary of Quantities</p> <p>i. Typical X-section.</p> <p>(26) <u>N/A</u> <u>N/A</u> i. Typical X-section.</p> <p>j. General Guidelines for Retaining Walls</p> <p>(27) <u>N/A</u> <u>N/A</u> (1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. The designer and checker shall check all calculations and initial each page.</p> <p>(28) (2) The ground water level should be observed at the water strike.</p> <p>(29) (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.</p> <p>(30) (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.</p> | |
|--|--|

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

| Services Provided By: | | |
|--------------------------|---------------|---|
| <u>ENGINEER</u> | <u>COUNTY</u> | |
| <u>YES</u> | <u>NO</u> | |
| | | 2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: |
| | | <ul style="list-style-type: none"> a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed. |
| <u>N/A</u> | <u>N/A</u> | 3. Illumination |
| | | <ul style="list-style-type: none"> a. Preliminary Roadway Illumination Layout and Circuit Layout <ul style="list-style-type: none"> (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: <ul style="list-style-type: none"> (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| <u>N/A</u> | <u>N/A</u> | <ul style="list-style-type: none"> b. Final Roadway Illumination and Electrical Circuit Layouts <ul style="list-style-type: none"> (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

shown. Tabulations to include estimated quantity with a column for final quantities.

| Services Provided By: | | |
|--------------------------|---------------|---|
| <u>ENGINEER</u> | <u>COUNTY</u> | |
| <u>N/A</u> | <u>N/A</u> | 3. Illumination (<i>continued</i>) |
| | | c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections. |
| <u>N/A</u> | <u>N/A</u> | 4. Miscellaneous Drafting/Standards |
| <u>N/A</u> | <u>N/A</u> | a. Erosion Control |
| | | b. Landscape Development |
| <u>N/A</u> | <u>N/A</u> | 5. Compute and Tabulate Quantities |
| <u>YES</u> | <u>NO</u> | 6. Special Utility Details (Irrigation lines) |
| | | 7. Miscellaneous Structures |
| | | a. Type of Structure* |
| | | (1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. |
| <u>YES</u> | <u>NO</u> | (a) New O.S.B. structure(s) |
| <u>YES</u> | <u>NO</u> | (b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated. |
| <u>YES</u> | <u>NO</u> | (2) High Mast Illumination Poles (HMIP) |
| <u>YES</u> | <u>NO</u> | (3) Traffic Signal Supports |
| <u>YES</u> | <u>NO</u> | (4) Conventional Illumination Poles |
| <u>YES</u> | <u>NO</u> | (5) Sound Barrier Walls |
| <u>YES</u> | <u>NO</u> | b. Checklist for Layouts |
| | | (1) Reference appropriate O.S.B. standard |
| | | (2) Drilled shaft size and length |
| | | (3) Soil strength used for design {indicate basis and boring(s) used} |
| | | (4) Design height |
| | | (5) Tower heights |
| | | (6) Leg spacings |
| | | (7) Design wind speed |
| <u>YES</u> | <u>NO</u> | c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis) |
| | | 8. Agreements |
| <u>YES</u> | <u>NO</u> | a. Utility Agreements |
| <u>YES</u> | <u>NO</u> | b. Exhibits for Utility Agreements |
| <u>NO</u> | <u>NO</u> | c. Railroad Agreements (by TxDOT) |
| | | d. Railroad Exhibits |
| | | (1) Railroad Underpasses |
| | | (2) Railroad Overpasses |
| | | (3) Railroad Grade Crossing (Replanking) |
| | | (4) Railroad Grade Crossing Warning Systems (Signals) |
| | | (5) Other Miscellaneous Sketches for Railroads |
| <u>YES</u> | <u>NO</u> | e. Traffic Signal Agreements |
| <u>YES</u> | <u>NO</u> | f. Exhibits for Traffic Signal Agreements |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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| <u>YES</u> | <u>NO</u> | 9. Estimate |
| <u>YES</u> | <u>NO</u> | 10. Specifications and General Notes |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN
(Function Code 170)

Services
Provided By:
ENGINEER COUNTY

| | | | <u>NUMBER REQUIRED</u> |
|-----------|-----------|---|----------------------------|
| | | 1. Preparation of Structural Details | |
| | | a. New Structure(s) | |
| <u>NO</u> | <u>NO</u> | (1) Underpass(es) | _____ |
| <u>NO</u> | <u>NO</u> | (2) Overpass(es) | _____ |
| <u>NO</u> | <u>NO</u> | (3) Main Lanes | _____ |
| <u>NO</u> | <u>NO</u> | (4) Direct Connector(s) | _____ |
| <u>NO</u> | <u>NO</u> | (5) Ramp Bridge(s) | _____ |
| <u>NO</u> | <u>NO</u> | (6) Waterway Structure(s)** | _____ |
| <u>NO</u> | <u>NO</u> | (7) Pedestrian Structure(s) | _____ |
| <u>NO</u> | <u>NO</u> | (8) Utility Structure(s) | _____ |
| <u>NO</u> | <u>NO</u> | (9) Railroad Underpass(es) | _____ |
| <u>NO</u> | <u>NO</u> | (10) Railroad Overpass(es) | _____ |
| <u>NO</u> | <u>NO</u> | (11) Bridge Classification Culvert(s)** | _____ |
| <u>NO</u> | <u>NO</u> | (11) Alternate Structural Designs | _____ |
| <u>NO</u> | <u>NO</u> | (12) Alternate Foundation Design | _____ |
| | | Total New Structures = | _____ |
| | | b. Existing Structure(s) | |
| <u>NO</u> | <u>NO</u> | (1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s) | _____ |
| <u>NO</u> | <u>NO</u> | (2) Bridge Replacement | _____ |
| <u>NO</u> | <u>NO</u> | (3) Raising Bridge Elevation | _____ |
| <u>NO</u> | <u>NO</u> | (4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s) | _____ |
| <u>NO</u> | <u>NO</u> | (5) Railroad Overpass(es) | _____ |
| <u>NO</u> | <u>NO</u> | (6) Railroad Underpass(es) | _____ |
| | | Total Existing Structures = | _____ |

* Contour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY
NO NO

2. Preparation of Bridge Layouts (each bridge)
- a. Bridge Layouts (PLAN)
- (1) Horizontal curve information or bearing of centerline.
 - (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
 - (3) Bearing of center line or reference line.
 - (4) Skew angle(s).
 - (5) Slope for header banks and approach fills.
 - (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
 - (7) Approach pavement and crown width.
 - (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
 - (9) Approach slab and curb returns.
 - (10) Limits and type of riprap.
 - (11) Proposed features under structure.
 - (12) Location of profile grade line.
 - (13) North arrow.
 - (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
 - (15) Cross slope and super elevation data.
 - (16) Minimum horizontal clearances when applicable.
 - (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
 - (17) Location of soil core holes (station and offset), shown on layout.
 - (18) Bent stations and bearings.
 - (19) Retaining wall locations.
 - (20) Traffic flow directional arrows.
 - (21) Railing types shown.
 - (22) Joint types and seal size, if used.
 - (23) Beam line numbers consistent with span details.
 - (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
 - (25) Bearings of utilities.
- b. Bridge Layouts (ELEVATION)
- (1) Type of foundation.
 - (2) Finished grade elevations at beginning and end of bridge.
 - (3) Overall length of structure.
 - (4) Length, type of spans and units.
 - (5) Type of railing.
 - (6) Minimum calculated vertical clearance(s).
 - (7) Existing and proposed ground lines clearly marked.
 - (8) Grid elevations and stations.
 - (9) Bent numbers encircled.
 - (10) Stationing of bridge compatible with grid stations.
 - (11) Standard title.
 - (12) Profile grade data.
 - (13) Type of riprap.
 - (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
 - (15) Fixed/expansion condition of all bents.
 - (16) Column "H" heights.
 - (17) Number, size and length of foundations.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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| <u>N/A</u> | <u>N/A</u> | 2. Preparation of Bridge Layouts (each bridge) <i>(continued)</i> c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing. |
| <u>N/A</u> | <u>N/A</u> | 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge) |
| <u>N/A</u> | <u>N/A</u> | 4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet). |
| <u>N/A</u> | <u>N/A</u> | 5. Bridge Total Quantities and Cost Estimates (each bridge) |
| <u>N/A</u> | <u>N/A</u> | 6. Bridge Special Provisions and Specifications (each bridge) |
| <u>N/A</u> | <u>N/A</u> | 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures. |
| <u>N/A</u> | <u>N/A</u> | 8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout. |

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
 - Railroad Companies
 - FHWA
 - U.S. Army Corps of Engineers
 - U.S. Coast Guard
 - Bureau of Reclamation
 - Texas Parks and Wildlife
 - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.

- b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.
- c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

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8. General Guidelines for Bridge Design (*continued*)
- d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
 - e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
 - f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
 - g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.
 - h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
 - i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
 - j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
 - k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

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SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services
Provided By:
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N/A N/A **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

- 1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2) The ENGINEER will assist the COUNTY on the 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.

Construction Contract Administration and Inspection:

- 3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.
- 4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).
- 5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
- 6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.
- 7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:
 - a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
 - b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

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Miscellaneous Technical Activities:

- 8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
- 9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
- 10) 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 COUNTY.
- 11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

N/A

N/A

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
- (g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
- (h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
- (i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
 Provided By:
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3) APPRAISAL

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|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | a) Appraiser may be selected from TxDOT’s list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request. |
| <u>YES</u> | <u>NO</u> | b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports. |
| <u>YES</u> | <u>NO</u> | c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms. |
| <u>YES</u> | <u>NO</u> | d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser’s inspection of subject property. Maintain record of contact in file. |
| <u>YES</u> | <u>NO</u> | e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| <u>YES</u> | <u>NO</u> | f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. |
| <u>YES</u> | <u>NO</u> | g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT. |
| <u>YES</u> | <u>NO</u> | h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT. |
| <u>YES</u> | <u>NO</u> | i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required. |
| <u>YES</u> | <u>NO</u> | j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser’s expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |

4) APPRAISAL REVIEW

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|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | a) Review Appraiser may be selected from TxDOT’s list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request. |
| <u>YES</u> | <u>NO</u> | b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |
| <u>YES</u> | <u>NO</u> | c) Prepare and submit to TxDOT the Form ROW-RTA-10 “Tabulation of Values”, for each appraisal. |

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YES NO d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

YES NO a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

YES NO b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.

YES NO c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.

YES NO d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

YES NO e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) NEGOTIATION, TASKS AND FEES

YES NO a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.

YES NO b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

YES NO c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.

YES NO d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

YES NO e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).

YES NO f) Respond to property owner inquiries verbally and in writing within two business days.

YES NO g) Prepare a separate negotiator contact report for each parcel per contact.

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| <u>YES</u> | <u>NO</u> | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests. |
| <u>YES</u> | <u>NO</u> | i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures. |
| <u>YES</u> | <u>NO</u> | j) Prepare final offer letter, documents of conveyance as necessary. |
| <u>YES</u> | <u>NO</u> | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested. |
| <u>YES</u> | <u>NO</u> | l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator. |
| <u>YES</u> | <u>NO</u> | m) Provide a monthly progress report per parcel by the 25th of the month with invoice. |
| <u>YES</u> | <u>NO</u> | n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| | | 7) CLOSING SERVICE FEES |
| <u>YES</u> | <u>NO</u> | a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY. |
| <u>YES</u> | <u>NO</u> | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company. |
| <u>YES</u> | <u>NO</u> | c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission. |
| | | 8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise). |
| <u>N/A</u> | <u>N/A</u> | a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants) |
| <u>N/A</u> | <u>N/A</u> | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| <u>N/A</u> | <u>N/A</u> | c) TxDOT will review, approve and pay for all relocation costs as per the Agreement. |
| | | 9) CONDEMNATION SUPPORT |
| <u>YES</u> | <u>NO</u> | a) Pre-Hearing Support |
| | | i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. |
| | | ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable |
| | | iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. <u>Spouses of owners must also be joined.</u> |

EXHIBIT "B"
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YES NO

- iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
- v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
- vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
- vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
- viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
- ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
- x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
- xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
- xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
- xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
- xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
- xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
- xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- b) Post Hearing Support (by COUNTY Attorney)
 - i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
 - ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
 - iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
 - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

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- v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
- vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
- vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
- viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
- ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
- x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

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| <u>YES</u> | <u>NO</u> | a) Preliminary Design Consultations <ul style="list-style-type: none">i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers. |
| <u>YES</u> | <u>NO</u> | b) Field Observations and Verifications <ul style="list-style-type: none">i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service. |
| <u>YES</u> | <u>NO</u> | c) Exchange of Information with Utility Providers <ul style="list-style-type: none">i) Provide project schedule.ii) Request schedules for utility adjustments.iii) Identify who is responsible for utility process. |
| <u>YES</u> | <u>NO</u> | d) Confirmation of Property Interests <ul style="list-style-type: none">i) Request Documents.ii) Coordination of data on maps and citation of property interest documents.iii) Confirm utilities are within easements. |
| <u>YES</u> | <u>NO</u> | e) Coordination of Agreements <ul style="list-style-type: none">i) Identify utilities that are compensable.ii) Determine parties and agreements necessary to complete compensable process.iii) Coordinate execution and processing of Standard Utility Agreements. |
| <u>YES</u> | <u>NO</u> | f) Utility Meetings throughout project development <ul style="list-style-type: none">i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.ii) Attend and participate in meetings by other parties. |

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11) PAYMENT SCHEDULE

YES

NO

- a) Project Administration
 - i) Payment and Milestones
 - (a) Full Project Office
 - (1) Lump Sum Basis (assume 1 year project presence)
 - (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments of 15% starting the following month.
 - (4) Monthly billing to COUNTY OF HIDALGO will be required.
- b) Title Services
 - ii) Payment
 - (a) Per Parcel basis.
 - iii) Milestones
 - (a) 100% upon securing initial title commitment.
- c) Appraisal Services
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% paid upon delivery of complete and acceptable appraisal report
- d) Appraisal Review
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon submission of ROW-A-10
- e) Appraisal Update
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon delivery of complete and acceptable appraisal update.
- f) Negotiation, Task, and Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 80% upon presentation of initial offer.
 - (b) 20% upon successful negotiation and all instruments are recorded.
- g) Closing Service Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon recordation of instrument of conveyance.
- h) Relocation Assistance
 - i) Payment
 - (a) Per Relocation
 - ii) Milestones
 - (a) 100% upon issuance of 90-day vacancy letter.
- i) Compensable Utilities
 - i) Payment
 - (a) By percent complete

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SECTION 14 - ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

| <u>Service</u> | <u>Office Location</u> |
|--------------------------|------------------------|
| PS&E | Mission Office |
| Right-of-Way Acquisition | Mission Office |

The work effort will be managed out of the _____ Mercedes _____
(City)
office located at _____ 2100 West Expressway 83 _____,
(Address)
_____ Mercedes _____, _____ Texas _____.
(City) (State)

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
Detailed Index of Sheets
2. Typical Sections
3. General Notes and Specifications Data
4. Estimate and Quantity Sheets
5. Storm Water Pollution Prevention Plan (SW3P) Sheets
6. Traffic Control Plans
 - a. Sequence of Construction Layouts
 - b. Detour Plan/Profile/Typical Sections/Quantities
7. Roadway Layouts
 - a. Roadway Plan/Profile Sheets
 - b. Intersection Plan/Profile Sheets
 - c. Intersection Layouts
 - d. Alignment Layouts/Data
 - e. Ramp Layouts/Profiles
 - f. Connection Roads/U-turns Layouts/Profile
8. Roadway Details
 - a. Concrete Pavement Details/Standards
 - b. Concrete Pavement Terminal Anchorage Details/Standards
 - c. Bridge Approach Details/Standards
 - d. Bridge Terminal Anchorage Details/Standards
 - e. Roadway/Median Barrier Details/Standards
 - f. Curb Details
 - g. Driveway Details/Typical Sections/Standards
9. Signing Layouts and Marking Layouts
10. Traffic Signal Layouts
11. Lighting Layouts
12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)
13. Utility Layouts/Profiles
14. Drainage Area Maps and Hydraulic Data
 - a. General Drainage Area Maps
 - b. Stage-Discharge Curves
 - c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
 - d. Drainage Area Maps/Culverts/Storm Sewer
 - e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps
15. Detailed Drainage Plans
 - a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
 - b. Channel Plan/Profiles/Typical Sections
 - c. Box Culvert Plan/Profile
 - d. Pipe Sewer/Culvert Cross Sections

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
 - a. Inlet Details/Standards
 - b. Manhole Details/Standards
 - c. Junction Box Details/Standards
 - d. Safety End Treatment Details/Standards
 - e. Box Culvert Details/Standards
 - f. Culvert Wingwall Details/Standards
 - g. Excavation-Backfill Diaphragms
 - h. Riprap Details/Standards
 - i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
 - a. Summary of Bridge Quantities
 - b. Abutments
 - c. Interior Bents
 - d. Spans
 - e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
 - a. Chain Link Fence Standards
 - b. Bridge End Detail/Standards
 - c. Roadway Clearance Details/Standards
 - e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.
2. Project Layout
The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.
3. Typical Sections
See Part IV of the Highway Design, Operations and Procedures Manual.
4. Sequence of Work Sheets (Traffic Control Plan)
Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.
5. Removal Item Sheets
These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).
6. Summary Sheets
Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.
7. Alignment Layout Sheets
These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).
8. Plan Profile Sheet
Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.
9. Drainage Area Maps
Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.
10. Drainage Plan Profile Sheets
These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.
11. Runoff, Inlet, Storm Sewer and Culvert Sheets
Use standard sheets.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.
13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.
14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.
15. Intersection Details
16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.
17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
 - (1) Drilled shaft size and length
 - (2) Soil strength used for design {indicate basis and boring(s) used}
 - (3) Design height
 - (4) Tower height
 - (5) Leg spacings and
 - (6) Design wind speed.

The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX C - GENERAL PLAN CHECKLIST

Services
Provided By:
ENGINEER COUNTY

| | | |
|-----|-----|---|
| --- | --- | Title Sheet |
| --- | --- | Project Layout |
| --- | --- | Sequence of Work |
| --- | --- | Detour Layouts & Profiles |
| --- | --- | Construction Pavement Markings |
| --- | --- | Signing & Barricades |
| --- | --- | Construction Sign & Beacons |
| --- | --- | Typical Sections |
| --- | --- | Shaping & Finishing Sections |
| --- | --- | Slopes Adjacent to Shoulders |
| --- | --- | Estimate & Quantities |
| --- | --- | General Notes & Specification Data |
| --- | --- | Grading Summary |
| --- | --- | Miscellaneous Summaries (See following "SUMMARIES" heading) |
| --- | --- | Horizontal Curve Data & Alignment Layouts |
| --- | --- | Drainage Summaries |
| --- | --- | Structure Summaries |
| --- | --- | Erosion Control Summary & Details |
| --- | --- | Plan/Profile Sheets |
| --- | --- | Erosion Control Summary & Details |
| --- | --- | Pavement Contours |
| --- | --- | Superelevation Transition (If Required) |
| --- | --- | Grading Contours |
| --- | --- | Guard Fence Layouts |
| --- | --- | Storm Water Pollution Prevention Plans (SW3P) |
| --- | --- | Drainage Area Maps |
| --- | --- | Hydraulic Data |
| --- | --- | Drainage Sheets |
| --- | --- | Bridge Hydrology Sheets |
| --- | --- | Inlet & Manhole Details |
| --- | --- | Utility Support Details |
| --- | --- | Culvert Cross Sections & Details |
| --- | --- | Special Culvert Designs |
| --- | --- | Special Drainage Details |
| --- | --- | Chain Link Fence Locations |
| --- | --- | Ramp Details Sheet |
| --- | --- | Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours) |
| --- | --- | Pavement Details |
| --- | --- | Pavement Standard Modification for Concrete Shoulder |
| --- | --- | Concrete Pavement Continuously Reinforced (CPCR) |
| --- | --- | Concrete Pavement Contraction Design (CPCD) |
| --- | --- | Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR) |
| --- | --- | Bridge Approach Slab Details |
| --- | --- | Vehicle Attenuator Details |
| --- | --- | Miscellaneous Details |
| --- | --- | Wheelchair Ramps |
| --- | --- | Pavement Marking Details |
| --- | --- | Modified Standards |
| --- | --- | List of Standards |
| --- | --- | Permanent Signing Plans & Quantities |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services
Provided By:
ENGINEER COUNTY

| | | |
|-----|-----|---|
| ___ | ___ | Permanent Lighting Plans, Quantities & Standards |
| ___ | ___ | Bridge Layout(s) |
| ___ | ___ | Bridge Details |
| ___ | ___ | Retaining Wall Layout(s) |
| ___ | ___ | Retaining Wall Details |
| ___ | ___ | Pumphouse Details |
| ___ | ___ | Underdrain Details (Retaining Walls) |
| ___ | ___ | Culvert Standards |
| ___ | ___ | Soil Profile |
| ___ | ___ | Temporary Traffic Signals |
| ___ | ___ | Design Cross Sections |
| ___ | ___ | Estimate |
| ___ | ___ | List of Standard Specification, Special Provisions & Special Specifications |
| ___ | ___ | Detour Special Provisions (If Required) |
| ___ | ___ | Construction Time Estimate |
| ___ | ___ | Critical Path Method (CPM) |
| ___ | ___ | Unit Price Documentation |

Miscellaneous

| | | |
|-----|-----|-----------------------------|
| ___ | ___ | Conduit Requirements |
| ___ | ___ | Traffic signal Requirements |

Summaries

(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)

| | | |
|-----|-----|---|
| ___ | ___ | Salvaging and Placing Topsoil |
| ___ | ___ | Prepare ROW |
| ___ | ___ | Remove Old Structures |
| ___ | ___ | Scarify Existing Pavement |
| ___ | ___ | Remove Old Concrete Curb of Curb and Gutter (C&G) |
| ___ | ___ | Remove Old Concrete Pavement |
| ___ | ___ | Remove Old Concrete Riprap |
| ___ | ___ | Remove Metal Beam Guard Fence |
| ___ | ___ | Galvanized steel Beam Guard Fence (12Ga) (GSBGF) |
| ___ | ___ | Temporary Guard Fence (TEMPGF) |
| ___ | ___ | Summary of Concrete Flumes |
| ___ | ___ | Curbs |
| ___ | ___ | Adjust Manholes & Inlets |
| ___ | ___ | Underdrains |
| ___ | ___ | Base and Pavement |
| ___ | ___ | Large Structure |
| ___ | ___ | Concrete Riprap (RR8 & RR9) |
| ___ | ___ | Temporary Portable Concrete Barrier (PCBR) |
| ___ | ___ | Concrete Traffic Barrier |
| ___ | ___ | Vehicle Attenuator |
| ___ | ___ | Guard Rail Energy Absorbing Terminal (Great System) |
| ___ | ___ | Pavement Markings & Blast Cleaning (Thermoplastic) |
| ___ | ___ | Retaining Walls |
| ___ | ___ | Large Structure Summaries |
| ___ | ___ | Small Structure Summaries |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services
Provided By:
ENGINEER COUNTY

Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)

- | | | |
|-----|-----|---|
| ___ | ___ | Earthwork (Roadway & Channel) & Channel Details |
| ___ | ___ | Culverts |
| ___ | ___ | Detours |
| ___ | ___ | Seeding or Mulch Sod - Quantity Only |
| ___ | ___ | Inlet & Manholes |
| ___ | ___ | Sidewalks |
| ___ | ___ | Construction Pavement Markings |
| ___ | ___ | Driveways |
| ___ | ___ | Concrete Median |
| ___ | ___ | Storm Sewers |
| ___ | ___ | Head Walls & Safety End Treatments |
| ___ | ___ | Curb Openings |
| ___ | ___ | Manholes |
| ___ | ___ | Chain Link Fence, Remove & Replace Chain Link Fence |
| ___ | ___ | Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer |

EXHIBIT "C"
WORK SCHEDULE
La Joya Watershed Improvement Project
Work Authorization #6

| TASK AND DESCRIPTION | FIRM | 2016 | | | | | | | | | | | | | | | | | | |
|---|-----------|------|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|--|
| | | MAR | APR | MAY | JUN | JULY | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JULY | AUG | |
| FC 102 - Feasibility Studies | L&G | | | | | | | | | | | | | | | | | | | |
| FC 110 - Route and Design Studies | L&G | | | | | | | | | | | | | | | | | | | |
| FC 130 - Right-of-Way Data | ROW SS | | | | | | | | | | | | | | | | | | | |
| FC 150 - Field Surveying | L&G | | | | | | | | | | | | | | | | | | | |
| FC 161 - Drainage | L&G | | | | | | | | | | | | | | | | | | | |
| FC 163 - Roadway Design | L&G | | | | | | | | | | | | | | | | | | | |
| FC 600 - Right-of-Way Acquisition & Comp. Utilities | L&G | | | | | | | | | | | | | | | | | | | |

| | Admin / Clerical | Biologist | TOTAL HOURS | Sub-Contract Amounts / ROW COST | TOTAL LINE ITEM COST |
|---|------------------|-----------|-------------|---------------------------------|----------------------|
| CONTRACT RATE | 56.27 | 50.02 | | | |
| WORK AUTHORIZATION NO. 6 | | | | | |
| FC 102 - Feasibility Studies | | | | | |
| 1 Preliminary Design Values | | | 20 | | \$ 2,851.16 |
| 2 Preliminary Route Location on Uncontrolled Mapping | | | 20 | | \$ 2,851.16 |
| 3 Uncontrolled Mapping | | | 20 | | \$ 2,851.16 |
| 4 Preliminary Hydrologic Map | | | 20 | | \$ 2,851.16 |
| 5 Preliminary ROW Requirements | | | 20 | | \$ 2,851.16 |
| 6 Preliminary Cost Estimates | | | 20 | | \$ 2,851.16 |
| 7 Preliminary Environmental Analysis | | | 20 | | \$ 2,851.16 |
| 8 Project Fact Sheet with Est. Local Cost vs. Total Project Cost | | | 20 | | \$ 2,851.16 |
| 9 Meetings, Coordination & Support for Project Development | | | 20 | | \$ 2,851.16 |
| FC 110 - Route and Design Studies | | | | | |
| 1 Preliminary Cost Estimates | | | 12 | | \$ 2,250.92 |
| 2 Design Schematic | | | 36 | | \$ 4,051.64 |
| 3 Preliminary ROW Requirements | | | 28 | | \$ 3,451.40 |
| FC 130 - Right-of-Way Data (SUB - R.O.W. SS see Exhibit "D-3") | | | | | |
| 1 Ownership Data in .dgn file | | | 24 | \$ 58,851.00 | \$ 2,651.12 |
| 2 Parcel Plats & ROW Map | | | 24 | | \$ 2,651.12 |
| 3 Permitted Utilities | | | 24 | | \$ 2,651.12 |
| 4 Field Notes | | | 12 | | \$ 1,325.56 |
| 5 Survey and Stake Right-of-Way | | | 12 | | \$ 1,325.56 |
| 6 Records as Required by County | | | 24 | | \$ 2,651.12 |
| FC 150 - Field Surveying (SUB - R.O.W. SS see Exhibit "D-3") | | | | | |
| 1 Secondary Project Control | | | 12 | | \$ 1,325.56 |
| 2 Other Field Surveying | | | 12 | | \$ 1,325.56 |
| 3 Horizontal & Vertical Ties | | | 12 | | \$ 1,325.56 |
| 4 Additional Field Surveying | | | 12 | | \$ 1,325.56 |
| 5 Right-of-Way Staking | | | 12 | | \$ 1,325.56 |
| 6 Soil Core Hole Staking | | | 12 | | \$ 1,325.56 |
| 7 Determine Changes in Topography | | | 12 | | \$ 1,325.56 |
| 8 Profiles of existing drainage facilities | | | 12 | | \$ 1,325.56 |
| 9 Measurement of hydraulic opening under existing bridges | | | 12 | | \$ 1,325.56 |
| 10 Obtain elevations of manholes and valves of utilities | | | 12 | | \$ 1,325.56 |
| 11 Provide Temporary signs, traffic control, flags, safety equipment, etc. | | | 12 | | \$ 1,325.56 |
| 12 Ties to existing bridges railroad rail elevations or culverts that conflict with r | | | 12 | | \$ 1,325.56 |
| 13 Birdge widening top of deck and/or top of cap elevations at the PGL | | | 12 | | \$ 1,325.56 |
| 14 Inventory signs, mailboxes and driveways | | | 12 | | \$ 1,325.56 |
| 15 Survey controlled data sheets per TxDOT guidelines | | | 12 | | \$ 1,325.56 |

| | Admin / Clerical | Biologist | TOTAL HOURS | Sub-Contract Amounts / ROW COST | TOTAL LINE ITEM COST |
|---|------------------|-----------|-------------|---------------------------------|----------------------|
| CONTRACT RATE | | | | | |
| | 56.27 | 50.02 | | | |
| FC 161 - Drainage | | | | | |
| 1 Hydrologic Map | 8 | | 72 | | \$ 7,228.00 |
| 2 Hydraulic Drainage Study - Culverts | 8 | | 48 | | \$ 5,352.16 |
| 3 Hydraulic Drainage Study - Channels | 8 | | 48 | | \$ 5,352.16 |
| 4 Hydraulic Drainage Study - Irrigation Canals / Siphons | 8 | | 64 | | \$ 6,602.72 |
| 5 Layout, Structural Design and Detailing of Drainage Features - Culverts | 8 | | 64 | | \$ 6,602.72 |
| 6 Layout, Structural Design and Detailing of Drainage Features - Storm Sewer | 8 | | 64 | | \$ 6,602.72 |
| 7 Layout, Structural Design and Detailing of Drainage Features - Outfall channels | 8 | | 64 | | \$ 6,602.72 |
| 8 Layout, Structural Design and Detailing of Drainage Features - Summary of | 8 | | 64 | | \$ 6,602.72 |
| 9 Layout, Structural Design and Detailing of Drainage Features - Storm Water | 8 | | 64 | | \$ 6,602.72 |
| 10 Storm Water Pollution Prevention Plan (SW3P) | 8 | | 72 | | \$ 7,228.00 |
| FC 163 - Miscellaneous Roadway | | | | | |
| 1 Special Utility Details (Irrigation Lines) | | | 32 | | \$ 4,301.76 |
| 2 Miscellaneous Structures | | | 32 | | \$ 4,301.76 |
| 3 Foundation Studies | | | 32 | | \$ 4,301.76 |
| 4 Utility Agreements and Exhibits | | | 32 | | \$ 4,301.76 |
| 5 Railroad Sketches | | | 32 | | \$ 4,301.76 |
| 6 Traffic Signal Agreement Sketches | | | 32 | | \$ 4,301.76 |
| 7 Estimate | | | 32 | | \$ 4,301.76 |
| 8 Specifications and General Notes | | | 32 | | \$ 4,301.76 |
| FC 600 - Right-of-Way Acquisition Services | | | | | |
| Compensable Utilities | | | | | |
| 1 Preliminary Design Consultations | 20 | | 100 | | \$ 9,628.60 |
| 2 Field Observations and Verifications | 20 | | 100 | | \$ 9,628.60 |
| 3 Exchange of Information with Utility Providers | 40 | | 213 | | \$ 20,638.97 |
| 4 Confirmation of Property Interests | 40 | | 213 | | \$ 20,638.97 |
| 5 Develop and execute release of Easements | 40 | | 213 | | \$ 20,638.97 |
| 6 Coordination and Development of Joint Use Agreements | 40 | | 120 | | \$ 10,754.00 |
| 7 Utility meetings throughout project development | | | 80 | | \$ 8,503.20 |
| | 200 | 0 | 1039 | | |
| Right-of-Way Acquisition | | | | | |
| 15 Right-of-Way Acquisition Services for an estimated 4 Parcels (see Exhibit C) | | | 0 | \$ 55,200.00 | \$ - |
| with ROW Costs: | | | | \$ | 268,175.43 |
| Project Fee: | | | | \$ | 268,175.43 |

EXHIBIT "D-2"
ROW ACQUISITION FEE SCHEDULE

La Joya Watershed Improvement Project

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Exhibit D-1 "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Drainage District No. 1- on a percent complete basis as approved by the Hidalgo County Drainage District No. 1.** L&G Engineering will be completing the work on the approximate schedule provided in Exhibit C of this Work Order or as approved by the Hidalgo County Drainage District No. 1. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

| Estimated Number of Parcels | Project Admin | Title Services Per Parcel | Appraisal Services Per Parcel | Appraisal Review Per Parcel | * Appraisal Update | Negotiation Fees Per Parcel | Closing Services Per Parcel | **Relocation (Residential/Business) | Grand Total of Task |
|-----------------------------|---------------|---------------------------|-------------------------------|-----------------------------|--------------------|-----------------------------|-----------------------------|-------------------------------------|---------------------|
| 4 | \$5,950.00 | \$600.00 | \$2,750.00 | \$800.00 | | \$3,500.00 | \$200.00 | | |
| Sub Total of Tasks | \$23,800.00 | \$2,400.00 | \$11,000.00 | \$3,200.00 | * | \$14,000.00 | \$800.00 | \$0.00 | \$55,200.00 |

(*) Appraisal update costs included in Project Administrative Costs.

•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

Work Authorization No.11

| | | K |
|----|---------------------------------------|--------------------|
| 1 | Project: HCDD#1 La | |
| 2 | County: Hidalgo Cou | |
| 3 | From: TxDOT Outfal | |
| 4 | Description of Work: | |
| 5 | | |
| 6 | | Cost |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | FC 130 (ROW MAP) L | |
| 12 | A. ROW Map, Par Reports (Approx. 4 | \$ 11,200.00 |
| 13 | PHASE 1 - FC 150 Fie | |
| 14 | A. Primary Project C | |
| 15 | a. Establish Prim | \$ - |
| 16 | B. Secondary Project | |
| 17 | a. Set additional s | \$ 1,857.00 |
| 18 | b. Horizontal valu | \$ 2,146.00 |
| 19 | c. Vertical values | \$ 4,006.00 |
| 20 | C. Setting Benchma | |
| 21 | a. Setting Benchn | \$ 4,775.00 |
| 22 | | |
| 23 | | \$12,784.00 |
| 24 | PHASE 2 - DTM Topo | |
| 25 | A. Topographic & | \$ 8,530.00 |
| 26 | B. Locate Visible U | \$ 2,020.00 |
| 27 | C. Utilities | \$ 2,020.00 |
| 28 | D. Proposed Center | \$ 2,020.00 |
| 29 | E. Profile and Cross | \$ 2,777.00 |
| 30 | F. Irrigation Crossin | \$ 1,446.00 |
| 31 | G. Existing Storm Dr | \$ 1,446.00 |
| 32 | C. Cross Culverts, D | \$ 702.00 |
| 33 | I. Outfalls | \$ 1,528.00 |
| 34 | J. Driveways and Tu | \$ - |
| 35 | H. Pot Holing 6 (2 p | \$ 7,768.00 |
| 36 | | |
| 37 | | \$ 30,257.00 |
| 38 | PHASE 3 - FINAL REF | |
| 39 | A. CADD file (2D & | \$ 1,968.00 |
| 40 | B. Final Report and | \$ 1,396.00 |
| 41 | | |
| 42 | | \$ 3,364.00 |
| 43 | PROJECT MANAGEM | |
| 44 | A. Meeting & Coord | \$ 248.00 |
| 45 | B. QC/QA Survey | \$ 998.00 |
| 46 | | |
| 47 | | \$ 1,246.00 |
| 48 | | |
| 49 | | |
| 50 | | \$47,651.00 |
| 51 | | |
| 52 | Grand Total FC 130 | \$58,851.00 |

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT DATED APRIL 14, 2015 FOR
THE PHARR MCALLEN DRAIN & SOUTH FLOOD WATER CHANNEL WATERSHED
IMPROVEMENT PROJECT FOR HIDALGO COUNTY PRECINCT 2
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATIO 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 CONSUTLING 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 \$ 269,935.78 . This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

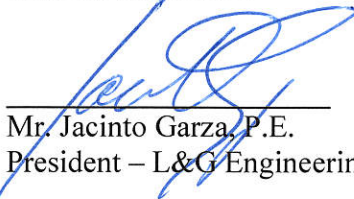
Acknowledgement and confirmation by _____ as to content and detail of this Work Authorization No. 2.

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:



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

THE OWNER:

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 (South Pharr / Las Milpas South Floodwater Channel Study 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 Hidalgo Co. Irrigation District #2 on Existing Drainage Facilities & Ownership

The **Engineer** will coordinate with Hidalgo County Irrigation District #2 to determine information on existing drainage facilities and general ownership data. 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 within South Floodwater Channel Watershed

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 South Floodwater Channel

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 (Based on CSE Analysis/Model/Report)

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 South Pharr / Las Milpas – S. Floodwater Channel 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 ~ South Pharr / Las Milpas – S. Floodwater Channel 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

February 13, 2015

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

RE: South Pharr/ Las Milpas-South Floodway Channel 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, and City of Pharr.
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. Update drainage area delineation, parameters and HEC-HMS modeling for City of Pharr laterals and project specific analyses.
11. South Floodwater Channel HEC-RAS development using HEC-GeoRAS.
12. Integration of LiDAR data and channel cross section survey data.
13. Update South Floodwater Channel HEC-RAS model for surveyed cross-sections and structures
14. 2D-mesh generation for 2D-unsteady overbank areas and laterals.
15. South Floodwater Channel 1D/2D unsteady HEC-RAS model development.
16. Create HEC-RAS models for City of Pharr existing laterals.
17. Existing conditions HEC-RAS modeling analysis to identify system constraints, identify flood problem areas, and improvement opportunities.
18. Analyze City of Pharr proposed lateral configurations.
19. Alternative analysis to optimize alternative improvements to relieve existing flooding problems and provide outfall needs – channel improvement, detention basin, and underground box.
20. Report preparation.
21. Presentation

A total amount of **\$92,266.16** 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-1"
Fee Schedule

ESTIMATED MANHOURS AND COSTS BY TASKS
South Pharr/Las Milpas - South Floodwater Channel 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 | | | | \$0.00 |
| 8 | Unit hydrograph generation for subbasins | | | | \$0.00 |
| 9 | HEC-HMS modeling analysis for multiple frequencies | | | | \$0.00 |
| 10 | Update drainage area delineation, parameters and HEC-HMS modeling for City of Pharr laterals and project specific analyses | 8 | 32 | 8 | \$8,669.12 |
| 11 | South Floodwater Channel HEC-RAS model from GeoRAS | | | | \$0.00 |
| 12 | Integration of LiDAR and channel cross section survey data | 4 | 8 | 12 | \$4,225.28 |
| 13 | Update South Floodwater Channel HEC-RAS model for surveyed geometry & structures | 4 | 32 | | \$6,528.80 |
| 14 | 2D-mesh generation for 2D-unsteady overbank areas and laterals | 4 | 16 | | \$3,676.00 |
| 15 | South Floodwater Channel 1D/2D unsteady HEC-RAS model | 8 | 12 | | \$3,786.00 |
| 16 | Generate HEC-RAS models for City of Pharr existing laterals | 4 | 24 | | \$5,102.40 |
| 17 | Existing conditions HEC-RAS modeling analysis to identify channel capacity, constraints, flooding problem areas, and improvement opportunities | 24 | 40 | | \$12,071.20 |
| 18 | Analyze City of Pharr proposed lateral configurations | 4 | 8 | | \$2,249.60 |
| 19 | Alternative analysis to optimize improvements to relieve existing flooding problems and provide outfall requirements - channel improvements, detention basins, and underground box | 12 | 40 | 12 | \$11,577.28 |
| 20 | Report | 8 | 24 | 12 | \$7,901.28 |
| 21 | Presentation Meeting & Preparation | 8 | 12 | 16 | \$6,420.24 |
| | Subtotal | 132 | 292 | 64 | \$89,766.16 |
| | Travel & Direct Expenses | | | | \$2,500.00 |
| | Total | | | | \$92,266.16 |

Estimated efforts with consideration of previous efforts by CSE and others.

[insert date]

By Certified Mail

[insert name of County Judge or Commissioner]

[insert address]

Dear [insert Judge Garcia or Commissioner _____]:

Hidalgo County Drainage District No. 1 is notifying you, pursuant to 30 Tex. Admin. Code § 295.42, that it is filing with the Texas Commission on Environmental Quality the attached Application for a Permit to Appropriate State Water and requesting a permit to construct a storage reservoir in Hidalgo County, Texas.

If you have any questions, please let me know.

Sincerely,
Hidalgo County Drainage District No.1

Raul E. Segin, P.E., CFM General Manager

Via Hand Delivery

Texas Commission on Environmental Quality
Water Supply Division
Water Rights Section (MC – 160)
12100 Park 35 Circle, Building F, 3rd Floor
Austin, Texas 78711-3087

Re: Application for Permit to Appropriate State Water; Hidalgo County Drainage District No. 1 (CN 600701510)

Dear Sir:

Enclosed please find an original and six copies of Hidalgo County Drainage Application for a Permit to Appropriate State Water.

I have also mailed a check for \$_____ to the Texas Commission on Environmental Quality, P.O. Box 13088, Austin, Texas 78711-3088. The breakdown of the fee is as follows:

| | |
|----------------|---|
| Filing Fee: | \$1,000 |
| Recording Fee: | \$1.25 per application page = \$____ (100 pages x \$1.25) |
| Use Fee: | \$50,000 (\$1.00 per acre-foot up to \$50,000) |
| Total Fee: | \$ 51,125.00 |

A copy of the check is included with this application. If additional fees are required, please let me know as soon as possible. If you have any questions regarding this application, please feel free to contact me at (956)-292-7080, Raul E. Sesin, P.E., CFM or Mr. Mark Luper at (932)-619-1000.

Sincerely,
Hidalgo County Drainage District No.1

Raul E. Sesin, P.E., CFM General Manager

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
APPLICATION FOR PERMIT TO APPROPRIATE STATE WATER
(SECTION 11.121, 11.042, 11.085 OR 11.143, TEXAS WATER CODE)
TAC CHAPTERS 30, 50, 281, 287, 288, 295, 297 AND 299
Water Supply Division, Water Rights Permitting MC-160
P.O. Box 13087
Austin, Texas 78711-3087
Telephone (512) 239-4691, FAX (512) 239-4770
(if including a check, mail directly to P.O. Box 13088, Austin, TX 78711-3088)**

Notice: This form will not be processed until all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol.

1. Applicant Information.

A. Applicant Name(s): Hidalgo County Drainage District No. 1
Mailing Address: 902 North Doolittle Road
Edinburg, Texas 78542
Telephone Number: (956) 292-7080 Fax Number: (956) 292-7089
Email Address: raul.sesin@hcdd1.org

B. Customer Reference Number (if issued): CN 600701510

Note: If you do not have a Customer Reference Number, complete Section II of the Core Data Form (TCEQ-10400) and submit it with this application.

C. Fees and Penalties

Applicant owes fees or penalties?

Yes No

If yes, provide the amount and the nature of the fee or penalty as well as any identifying number:

D. Lienholder Information

Provide this information on the holder of any liens on any land to which the water right would be appurtenant):

None

2. Dam (structure), Reservoir and Watercourse Data.

A. Type of Storage Reservoir (indicate by checking (√) all applicable)

on-channel off-channel existing structure proposed structure* exempt structure**

* Applicant shall provide a copy of the notice that was mailed to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir, will be located as well as copies of the certified mailing cards.

** TWC Section 11.143 for uses of water for other than domestic, livestock, or fish and wildlife from an existing, exempt reservoir with a capacity of 200 acre-feet or less. Please complete Paragraph 6 below if proceeding under TWC 11.143.

Date of Construction: HCDD1 expects to begin construction within 3 years after its water rights permits is granted.

Attachment No. 1 is a copy of the notice that was mailed to each member of the Hidalgo County Commissioners' Court.

B. Location of Structure No. 1 (Panchita reservoir site)

- 1) Watercourse: Main Floodwater Channel in the Nueces-Rio Grande Coastal Basin
- 2) Location from County Seat: 17 miles in a NE direction from Edinburg, Hidalgo County, Texas.
 Location from nearby town (if other than County Seat): 2 miles in a North direction from La Villa, Texas, a nearby town shown on county highway map.
- 3) Zip Code: 78562
- 4) The dam will be/is located in the _____ Original Survey No. _____, Abstract No. _____ in Hidalgo County, Texas.
- 5) Station _____ on the centerline of the dam is _____° _____ (bearing), _____ feet (distance) from the _____ corner of _____ Original Survey No. _____, Abstract No. _____, in _____ County, Texas, also being at Latitude _____°N, Longitude _____°W. Provide the Latitude and Longitude coordinates in decimal degrees, to at least six decimal places, and indicate the method used to calculate the diversion point location.

See Attachment No. 2 which is a general overview map of the project and the Panchita reservoir site.

C. Reservoir:

- 1) Acre-feet of water impounded by structure at normal maximum operating level: Unknown at this time
- 2) Surface area in acres of reservoir at normal maximum operating level: Unknown at this time

D. Drainage Area

The drainage area above the dam is _____ acres or _____ square miles.

This is an off-channel reservoir that will have no drainage area.

E. Other

- 1) If this is a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure, provide the Site No. _____ N/A and watershed project name _____ N/A.
- 2) Do you request authorization to close the "ports" or "windows" in the service spillway?

Yes No

3. Appropriation/Diversion Request (total amount of water needed, including maximum projected uses and accounting for evaporative losses for off-channel storage, if applicable).

A. Appropriated water will be used as follows:

| | Purpose* | Place of Use | Acre-feet per year |
|----|-----------------------------|--------------|--------------------|
| 1) | See Attachment No. 3 | | |
| 2) | | | |
| 3) | | | |

*If agricultural use, list crops(s) to be irrigated:

B. Lands to be irrigated (if applicable): N/A

- 1) Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, Texas. A copy of the deed(s) describing the overall tract(s) with the recording information from the county records is attached.
- 2) Location of land to be irrigated: In the _____
Original Survey No. _____, Abstract No. _____.

C. Diversion Point No. 1 (Panchita).

- 1) Watercourse: Main Floodwater Channel in the Nueces-Rio Grande Coastal Basin.
- 2) Location of point of diversion at Latitude _____ N, Longitude _____ W, Provide Latitude and Longitude coordinates in decimal degrees, to at least six decimal places, and indicate the method used to calculate the diversion point location..
Diversion point reach is between 26°19'51" N, 97°55'35" W and 26°19'43 " N, 97°54'23" W
also bearing _____ ° _____ feet
(distance) from the _____ corner of the _____ Original Survey No. _____, Abstract No. _____, County, Texas.
- 3) Location from County Seat: 17 miles in a NE direction from Edinburg, Hidalgo _____ County, Texas.
Location from nearby town (if other than County Seat): 2 miles in a NE direction from La Villa, Texas, a nearby town shown on county highway map.
- 4) Zip Code: 78562
- 5) The diversion will be (check (√) all appropriate boxes and if applicable, indicate whether existing or proposed):

| | Existing | Proposed |
|--|----------|----------|
| Directly from stream | | |
| From an on-channel reservoir | | |
| From stream to an off-channel reservoir | | X |
| From a stream to an on-channel reservoir | | |
| From an off-channel reservoir | | X |
| Other method (explain fully, use additional sheets if necessary) | | |

6) Rate of Diversion (Check (√) applicable provision):

X 1. Diversion Facility:

A. 89226 Maximum gpm (gallons per minute)

- B. Unknown Number of pumps
- C. Unknown Type of pump
- D. Unknown gpm, Pump capacity of each pump
- E. Portable pump _____ Yes or X No.

___2. If by gravity:

- A. ___ Headgate _____ Diversion Dam _____ Maximum gpm
- B. ___ Other method (explain fully - use additional sheets if necessary)

7) The drainage area above the diversion point is _____ acres or _____ square miles.

D. Return Water or Return Flow (location and quantity information, provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places and indicate the method used to calculate the diversion point location):

Water which is diverted but not consumed as a result of the above stated use, will be returned to

N/A, tributary of _____
 _____, tributary of _____,
 _____ Basin, at a point which is at Latitude _____

_____°000N, Longitude _____°W, also, bearing
 _____° _____ (direction), _____ feet (distance) from the
 _____ corner of the _____ Original Survey

No. _____, Abstract No. _____, in _____ County, Texas.

Zip Code: _____

Estimated **annual** amount of return flow to said stream will be _____ acre-feet.

E. Surplus Water (provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places and indicate the method used to calculate the diversion point location):

Water which is diverted but not used beneficially will be returned to N/A,
 tributary of _____ Basin at a point

which is at Latitude _____°N, Longitude _____°W, also

bearing _____° _____ (direction), _____ feet

(distance) from the _____ corner of the _____ Original Survey

No. _____, Abstract No. _____, in _____ County, Texas.

Zip Code: _____

4. Discharge Point Information (if applicable, provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places and indicate the method used to calculate the diversion point location).

Discharge Point No. or Name: N/A

A. Select the appropriate box for the source of water being discharged:

- Treated effluent
- Groundwater
- Other _____

B. Location of discharge point will be/is at Latitude _____° N, Longitude _____°W,

also bearing _____ ° _____, _____ feet from the _____ corner of the _____
Original Survey No. _____, Abstract No. _____, in _____
_____ County, Texas.

What method was used to determine the Latitude and Longitude for the discharge point? (i.e., GPS Unit, USGS 7.5 Topographic Map, etc.)

C. Location from County Seat: _____ miles in a _____ direction from _____,
_____ County, Texas.

Location from nearby town (if other than County Seat): _____ miles in a _____
direction from _____, a nearby town shown on county highway map.

D. Zip Code: _____

E. Water will be discharged into _____ stream/reservoir,
(tributaries) _____,
_____ Basin.

F. Water will be discharged at a maximum rate of _____ cfs (_____ gpm).

G. The amount of water that will be discharged is _____ acre-feet per year.

H. The purpose of use for the water being discharged will be _____.

I. Additional information required:

For groundwater

- 1) Provide water quality analysis and 24 hour pump test for the well if one has been conducted.
- 2) Locate and label the groundwater well(s) on a USGS 7.5 Minute Topographic Map
- 3) Provide a copy of the groundwater well permit if it is located in a Groundwater Conservation District.
- 4) What aquifer the water is being pumped from?

For treated effluent

- 1) What is the TPDES Permit Number? Provide a copy of the permit.
- 2) Provide the monthly discharge data for the past 5 years.
- 3) What % of treated water was groundwater, surface water?
- 4) If any original water is surface water, provide the base water right number.

5. General Information.

A. The proposed or existing _____ works will be (are) located on the land of _____ Applicant
_____, whose mailing address is _____ 902 North Doolittle Road
_____ Edinburg, Texas 78542

B. If an application for the appropriation is granted, either in whole or in part, construction works will
begin within _____ 2 years _____ after such permit is issued. The proposed work will be
completed within _____ 3 years _____ from the date the permit is issued.

C. A Water Conservation Plan is attached? Yes _____ No. **See Attachment No. 4**

- D. Interbasin transfer is not requested.
 _____ Applicant requests authorization to transfer _____ acre-feet of water per year from the _____ Basin to the _____ Basin of which _____ acre-feet of water will be used for _____ purposes and _____ acre-feet of water will be used for _____ purposes.
- E. Bed and Banks request to transfer up to 62,712 acre-feet of water per year within the bed and banks of South, North, and Main Flood Channel, tributary of the Nueces-Rio Grande Coastal Basin, _____ Basin.
- F. Is this project located within 200 river miles of the coast? Yes _____ No _____ Unknown

5. Maps, plats, plans, and drawings accompany this application as required by applicable TAC Sections.

- Yes _____ No. Attach additional sheets. **See Attachment No. 2**
6. N/A The dam(s) and reservoir(s) shown on the attached application was (were) constructed for domestic and livestock purposes and I/we elect to seek a permit under Section 11.143 of the Texas Water Code.
7. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement.

The District is currently seeking an amendment to the Region M Regional Water Plan and the State Water Plan to include this project as a recommended project. The District received Region M's initial approval to amend the 2011 Regional Water Plan to include this project in plan on April 30, 2014. The District also sought a Hydrologic Variance, which was approved by the Texas Water Development Board on March 10, 2015. The Region M Water Planning Group considered and approved the District variance request on March 11, 2015. The letters confirming these actions are attached for your information. Currently, the request to amend the regional and state water plans is pending before Region M and the Texas Water Development Board. Upon receipt of Region M's the Texas Water Development Board's approval of the amendment request, the District will update it application. See Attachment No. 5.

Applicant Name (Sign)

Applicant Name (Sign)

Applicant Name (Printed)

Applicant Name (Printed)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

Notary Public for the State of Texas

Supplemental Dam/Reservoir Information Sheet

Dam (structure), Reservoir and Watercourse Data

A. Type of Storage Reservoir (indicate by checking (√) all applicable)

- on-channel off-channel existing structure proposed structure* exempt structure**

* Applicant shall provide a copy of the notice that was mailed to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir, will be located as well as copies of the certified mailing cards.

** TWC Section 11.143 for uses of water for other than domestic, livestock, or fish and wildlife from an existing, exempt reservoir with a capacity of 200 acre-feet or less. Please complete Paragraph 6 below if proceeding under TWC 11.143.

Date of Construction Unknown

B. Location of Structure No. _____.

- 1) Watercourse: North Main Drain in the Nueces-Rio Grande Coastal Basin
2) Location from County Seat: 6 miles in a NW direction from Edinburg, Hidalgo County, Texas.

Location from nearby town (if other than County Seat): _____ miles in a _____ direction from _____, a nearby town shown on county highway map.

- 3) Zip Code: 78539
4) The dam will be/is located in the _____ Original Survey No. _____, Abstract No. _____ in _____ County, Texas.
5) Station _____ on the centerline of the dam is _____° _____ (bearing), _____ feet (distance) from the _____ corner of _____ Original Survey No. _____, Abstract No. _____, in _____ County, Texas, also being at Latitude _____°N, Longitude _____°W.

Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places and indicate the method used to calculate the diversion point location

The center of the reservoir is located at 26°23'17.98" N and 98°10'10.86" W [lat / long coordinates].

C. Reservoir:

- 1) Acre-feet of water impounded by structure at normal maximum operating level: 4250 acre-ft
2) Surface area in acres of reservoir at normal maximum operating level: 425 acres

D. The drainage area above the dam is _____ acres or _____ square miles.

The Santa Cruz Irrigation Reservoir is an off-channel reservoir and has no drainage area.

E. Other:

- 1) If this is a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure, provide the Site No. _____ and watershed project name _____ N/A

2) Do you request authorization to close the "ports" or "windows" in the service spillway?

- Yes No

See Attachment No. 2 for additional information regarding the Santa Cruz Irrigation Reservoir.

Supplemental Dam/Reservoir Information Sheet

Dam (structure), Reservoir and Watercourse Data

A. Type of Storage Reservoir (indicate by checking (√) all applicable)

on-channel off-channel existing structure proposed structure* exempt structure**

* Applicant shall provide a copy of the notice that was mailed to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir, will be located as well as copies of the certified mailing cards.

** TWC Section 11.143 for uses of water for other than domestic, livestock, or fish and wildlife from an existing, exempt reservoir with a capacity of 200 acre-feet or less. Please complete Paragraph 6 below if proceeding under TWC 11.143.

Date of Construction Unknown

B. Location of Structure No. _____.

- 1) Watercourse: South Main Drain in the Nueces-Rio Grande Coastal Basin
- 2) Location from County Seat: 10 miles in a NE direction from Edinburg,
Hidalgo County, Texas.
Location from nearby town (if other than County Seat): 2.5 miles in a NW direction from
Elsa, Texas, a nearby town shown on county highway map.

3) Zip Code: 78543

4) The dam will be/is located in the _____ Original Survey No. _____, Abstract No. _____ in _____ County, Texas.

5) Station _____ on the centerline of the dam is _____° _____ (bearing), _____ feet (distance) from the _____ corner of _____ Original Survey No. _____, Abstract No. _____, in _____ County, Texas, also being at Latitude _____°N, Longitude _____°W.

Provide Latitude and Longitude coordinates in decimal degrees, to at least six decimal places, and indicate the method used to calculate the diversion point location.

The center of the reservoir is located at 26°19'17.77" N and 98°01'14.39" W [lat / long coordinates].

C. Reservoir:

- 1) Acre-feet of water impounded by structure at normal maximum operating level: **720 acre-ft**
- 2) Surface area in acres of reservoir at normal maximum operating level: 72

D. The drainage area above the dam is acres or _____ square miles.

The Engleman Irrigation Reservoir is an off-channel reservoir and has no drainage area.

E. Other:

1) If this is a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure, provide the Site No. _____ and watershed project name N/A

2) Do you request authorization to close the "ports" or "windows" in the service spillway?

Yes No

See Attachment No. 2 for additional information regarding the Engleman Irrigation Reservoir.

Supplemental Diversion Point Information Sheet

Diversion Point No. 2. (Provide a completed *Supplemental Diversion Point Information Sheet* for additional diversions)

- 1) Watercourse: North Main Drain in the Nueces-Rio Grande Coastal Basin
- 2) Location of point of diversion at Latitude 26°23'2.84" N, Longitude 98°9'45.54" °W, also, bearing _____°, _____ feet (distance) from the _____ corner of the _____ Original Survey No. _____, Abstract No. _____, in _____ County, Texas. Provide Latitude and Longitude coordinates in decimal degrees, to at least six decimal places, and indicate the method used to calculate the diversion point location.
- 3) Location from County Seat: 6 miles in a N direction from Edinburg, Hidalgo County, Texas.
 Location from nearby town (if other than County Seat): _____ miles in a _____ direction from _____, a nearby town shown on county highway map.
- 4) Zip Code: 78539
- 5) The diversion will be (check (√) all appropriate boxes and if applicable, indicate whether existing or proposed):

| | Existing | Proposed |
|--|----------|----------|
| Directly from stream | | |
| From an on-channel reservoir | | |
| From stream to an off-channel reservoir | X | |
| From a stream to an on-channel reservoir | | |
| From an off-channel reservoir | | X |
| Other method (explain fully, use additional sheets if necessary) | | |

- 6) Rate of Diversion (Check (√) applicable provision):
 1. Diversion Facility:
 - A. 57925 Maximum gpm (gallons per minute)
 - 1) 2 Number of pumps
 - 2) Johnson-Detroit Diesel Type of pump
 - 3) Unknown gpm, Pump capacity of each pump
 - 4) Portable pump _____ Yes or No
 - ___ 2. If by gravity:
 - A. _____ Diversion Dam _____ Maximum gpm
 - B. _____ Other method (explain fully - use additional sheets if necessary)
- 7) The drainage area above the diversion point is _____ acres or _____ square miles.

Supplemental Diversion Point Information Sheet

Diversion Point No. 3.

- 1) Watercourse: South Main Drain in the Nueces-Rio Grande Coastal Basin
- 2) Location of point of diversion at Latitude 26°18'50" N, Longitude 98°01'23" W, also, bearing _____°, _____ feet (distance) from the _____ corner of the _____ Original Survey No. _____, Abstract No. _____, in _____ County, Texas. **Provide Latitude and Longitude coordinates in decimal degrees, to at least six decimal places, and indicate the method used to calculate the diversion point location.**
- 3) Location from County Seat: 10 miles in a NE direction from Edinburg, Hidalgo County, Texas.
Location from nearby town (if other than County Seat): 2.5 miles in a NW direction from Elsa, a nearby town shown on county highway map.
- 4) Zip Code: 78543
- 5) The diversion will be (check (√) all appropriate boxes and if applicable, indicate whether existing or proposed):

| | Existing | Proposed |
|--|----------|----------|
| Directly from stream | | |
| From an on-channel reservoir | | |
| From stream to an off-channel reservoir | X | X |
| From a stream to an on-channel reservoir | | |
| From an off-channel reservoir | | X |
| Other method (explain fully, use additional sheets if necessary) | | |

- 6) Rate of Diversion (Check (√) applicable provision):
 1. Diversion Facility:
 - A. 24536 Maximum gpm (gallons per minute)
 - 1) Unknown Number of pumps
 - 2) Unknown Type of pump
 - 3) Unknown gpm, Pump capacity of each pump
 - 4) Portable pump ___ Yes or No
 - ___ 2. If by gravity:
 - A. _____ Diversion Dam _____ Maximum gpm
 - B. _____ Other method (explain fully - use additional sheets if necessary)
- 7) The drainage area above the diversion point is _____ acres or _____ square miles.

Supplemental Diversion Point Information Sheet

Diversion Point No. 4.

1) Watercourse: Main Floodwater Channel in the Nueces-Rio Grande Coastal Basin

2) Location of point of diversion at Latitude _____ N, Longitude _____ W,
 also, bearing _____ ° _____, _____ feet (distance) from the _____ corner of the
 _____ Original Survey No. _____, Abstract No. _____, in
 _____ County, Texas. Provide Latitude and Longitude coordinates in decimal
 degrees, to at least six decimal places, and indicate the method used to calculate the diversion point location.

Diversion point reach is between 26°19'43" N, 97°54'23" W and 26°27'19 " N, - 97°28'25" W.

3) Location from County Seat: _____ miles in a __direction from _____,
Hidalgo and Willacy County, Texas.

Location from nearby town (if other than County Seat): _____ miles in a _____
 direction from _____, a nearby town shown on county highway map.

4) Zip Code: __

5) The diversion will be (check (√) all appropriate boxes and if applicable, indicate whether existing or proposed):

| | Existing | Proposed- X |
|--|----------|-------------|
| Directly from stream | | |
| From an on-channel reservoir | | |
| From stream to an off-channel reservoir | | |
| From a stream to an on-channel reservoir | | |
| From an off-channel reservoir | | |
| Other method (explain fully, use additional sheets if necessary) | | |

6) Rate of Diversion (Check (√) applicable provision):

X 1. Diversion Facility:

A. 124471 Maximum gpm (gallons per minute)

1) Unknown Number of pumps

2) Unknown Type of pump

3) Unknown gpm, Pump capacity of each pump

4) Portable pump ___ Yes or X No

___ 2. If by gravity:

A. _____ Diversion Dam _____ Maximum gpm

B. _____ Other method (explain fully - use additional sheets if necessary)

7) The drainage area above the diversion point is _____ acres or 537 square miles.

Supplemental Environmental Information Sheet

Water right projects have the potential to alter environmental conditions in the state's rivers and streams through flow modification, sediment load alteration, loss of wetlands, and removal of riparian vegetation. The Resource Protection Team assess the effects issuance or amendment of a water right may have on existing instream uses. Instream uses include, but are not limited to, water quality, fish and wildlife habitat, recreation, and freshwater inflows to bays and estuaries.

The following items are suggested guidelines for data to be submitted depending on the nature of the particular application. Please note that *not* all the information identified below is required for the water right application to be considered administratively complete. However, depending on the magnitude and scope of the proposed project, failure to provide requested information for technical review may result in delayed processing times or a recommendation of denial of the application.

ITEMS TO BE PROVIDED FOR ALL APPLICATIONS:

1. USGS 7.5 minute topographic map with all diversion points, discharge points, reservoirs, and/or land to be irrigated clearly indicated. **(ATTACHED)**
2. Photographs of the stream at the project area (i.e., diversion point/dam location) including upstream and downstream views. Photographs should be in color and reflect the existing conditions of the stream and the riparian vegetation. Each photograph should include a description of what is depicted as well as be referenced to the USGS topographic map indicating the location and direction of the shot. **(ATTACHED)**
3. Brief description of the affected stream or water body at the project location including:
 - a) Average and maximum channel width and depth;
**The width across the project ranges between 30' (S. Main Drain) to 90' (Main Floodwater Channel).
We have measured the depth of the Channels. They vary on the time of year from 0.5' to 4.5'.**
 - b) Flow characteristics of the stream (i.e., is the stream perennial, intermittent with pools, or intermittent?);
The drainage ditch would be considered perennial. During the 2011 drought water still flowed through the system.
 - c) Description of land uses upstream within the watershed, if known.
The land use upstream within the watershed is both urban (residential, commercial, industrial), and agriculture.
4. Any known recreation or other public uses of the affected stream or water body. **N/A**

MINIMAL ADDITIONAL ITEMS TO BE PROVIDED IF A DAM AND RESERVOIR ARE PROPOSED TO BE CONSTRUCTED:

1. In addition to indicating the location of the project location on the USGS topographic map, please identify the area of lake inundation at normal pool level. **(ATTACHED)**
2. Provide a brief description of the area to be affected by the proposed dam and reservoir.
The area to be affected by the proposed reservoir is currently being used as agricultural land.
3. The local U.S. Army Corps of Engineers (USACE) district should be notified of the proposed project. If the USACE determines that a 404 permit is required, provide the project number and name of the USACE Project Manager. **(NOT REQUIRED)**

4. Will the reservoir be maintained at normal pool elevation with an alternate source of water? If so, identify the source of water. If groundwater will be used, see below. **(NO)**
5. Will the dam have a low flow outlet or other means to pass state water? **(N/A)**

POSSIBLE ADDITIONAL ITEMS TO BE PROVIDED IF A DAM AND RESERVOIR ARE PROPOSED TO BE CONSTRUCTED:

1. A quantitative or qualitative evaluation of existing aquatic, riparian, wetland, and terrestrial habitats that will be subject to impact by the proposed reservoir project, preferably performed by a qualified third party. Acceptable evaluation procedures to be used may include, but are not limited to, USFWS's Habitat Evaluation Procedures or TPWD's Wildlife Habitat Appraisal Procedure. Any habitat evaluation should include an assessment of the effects of the project on habitats in the river segment downstream.
2. Description of the alternatives that were examined to meet the water needs that the proposed project is intended to fulfill. Were other site locations examined that may result in less environmental impact? How was the size of the proposed reservoir determined? Would a smaller reservoir be adequate to meet the projected water needs? Habitat mitigation shall be considered only after the complete sequencing (avoidance, minimization or modification, and compensation/replacement) process has been performed.
3. Should habitat losses be found to be unavoidable, a mitigation plan should be developed that will compensate for lost or altered ecosystem functions and values imposed by the proposed project. This plan should address both the direct and indirect impacts to aquatic, riparian, and terrestrial habitats, as well as short- and long-term effects that may result from the proposed project. Habitat mitigation plans shall be ensured through binding legal contracts or conservation easements and shall include goals and schedules for completion of those goals. Mitigation areas shall be managed in perpetuity by a party approved by the Commission to maintain the habitat functions and values that will be affected by the proposed project.

**PERMIT APPLICATION COMPLETION CHECKLIST FOR
HYDROLOGY, WATER CONSERVATION, AND DAM SAFETY**

Name(s) of Applicant:

Stream, Basin, and County:

USGS 7.5 minute topographic map with all diversion points, discharge points, reservoirs, and/or land to be irrigated clearly indicated:

Latitude and Longitude of all diversion points and/or reservoirs, including how the coordinates were determined:

Diversion amount:

Diversion rate:

Monthly Diversion Distribution (the amount of the total water that you plan to divert each month):

 J F M A M J J A S O N D

Reservoir capacity and surface area:

Drainage area:

Request to use the bed and banks of a watercourse and/or reservoir:

Other (copy of contract for water, alternate source of water, accounting plan, etc.)

WATER CONSERVATION PLAN

1. Plan and appropriate data form
2. Please specify the quantitative goals as outlined on the data form

DAM SAFETY

If a reservoir is requested in the application, the following information should be submitted:

1. Surface area and capacity of the reservoir
2. Plans (with engineer's seal) for the reservoir if the dam is over 6 feet high
3. Engineer's signed and sealed hazard classification
4. Statement from engineer that the structure complies with the Chapter 299 Rules and supporting documentation

Via Hand Delivery

Texas Commission on Environmental Quality
Water Supply Division
Water Rights Section (MC – 160)
12100 Park 35 Circle, Building F, 3rd Floor
Austin, Texas 78711-3087

Re: Application for Permit to Appropriate State Water; Hidalgo County Drainage District No. 1 (CN 600701510)

Dear Sir:

Enclosed please find an original and six copies of Hidalgo County Drainage Application for a Permit to Appropriate State Water. Dist. No. 1.

I have also mailed a check for \$ _____ to the Texas Commission on Environmental Quality, P.O. Box 13088, Austin, Texas 78711-3088. The breakdown of the fee is as follows:

| | | |
|----------------|--|------------------------------|
| Filing Fee: | \$1,000 | |
| Recording Fee: | \$1.25 per application page = \$ _____ | 100 pages x \$1.25) \$125.00 |
| Use Fee: | \$50,000 (\$1.00 per acre-foot up to \$50,000) | |
| Total Fee: | \$ _____ | # |

A copy of the check is included with this application. If additional fees are required, please let me know as soon as possible. If you have any questions regarding this application, please call me at 956-292-7080, Mark Lupher at 932-619-1000, or email mark at mlupher@tedsi.com, or ~~Emily Rogers at 512-472-8021 or email me at erogers@bickerstaff.com.~~

\$ 51,125.00

Sincerely,

Raul E. Sesin, P.E., CRM
District General Manager
Hidalgo County Drainage District No. 1

[insert date]

By Certified Mail

[insert name of County Judge or Commissioner]

[insert address]

Dear [insert Judge Garcia or Commissioner _____]:

Hidalgo County Drainage District No. 1 is notifying you, pursuant to 30 Tex. Admin. Code § 295.42, that it is filing with the Texas Commission on Environmental Quality the attached Application for a Permit to Appropriate State Water and requesting a permit to construct a storage reservoir in Hidalgo County, Texas.

If you have any questions, please let me know.

Sincerely,

Raul E. Sesein, P.E., CFM
District General Manager
Hidalgo County Drainage District No. 1

[insert date]

By Certified Mail

[insert name of County Judge or Commissioner]

[insert address]

Dear [insert Judge Garcia or Commissioner _____]:

Hidalgo County Drainage District No. 1 is notifying you, pursuant to 30 Tex. Admin. Code § 295.42, that it is filing with the Texas Commission on Environmental Quality the attached Application for a Permit to Appropriate State Water and requesting a permit to construct a storage reservoir in Hidalgo County, Texas.

If you have any questions, please let me know.

Sincerely,

Raul E. Segin, P.E., CFM
District General Manager
Hidalgo County Drainage District No. 1

Via Hand Delivery

Texas Commission on Environmental Quality
Water Supply Division
Water Rights Section (MC – 160)
12100 Park 35 Circle, Building F, 3rd Floor
Austin, Texas 78711-3087

Re: Application for Permit to Appropriate State Water; Hidalgo County Drainage District No. 1 (CN 600701510)

Dear Sir:

Enclosed please find an original and six copies of Hidalgo County Drainage Application for a Permit to Appropriate State Water.

I have also mailed a check for \$_____ to the Texas Commission on Environmental Quality, P.O. Box 13088, Austin, Texas 78711-3088. The breakdown of the fee is as follows:

| | |
|----------------|---|
| Filing Fee: | \$1,000 |
| Recording Fee: | \$1.25 per application page = \$_____ (## pages x \$1.25) |
| Use Fee: | \$50,000 (\$1.00 per acre-foot up to \$50,000) |
| Total Fee: | \$_____ |

A copy of the check is included with this application. If additional fees are required, please let me know as soon as possible. If you have any questions regarding this application, please call me at 956-292-7080, Mark Lupher at 932-619-1000 or email mark at mlupher@tedsi.com, or Emily Rogers at 512-472-8021 or email me at erogers@bickerstaff.com.

Sincerely,

Raul E. Sesin, P.E., CRM
District General Manager
Hidalgo County Drainage District No. 1



Texas Commission on Environmental Quality

PO Box 13087, MC-160, Austin, Texas 78711-3087
Telephone (512) 239-4691, FAX (512) 239-4770

INSTRUCTIONS TO PREPARE AN APPLICATION FOR A PERMIT TO APPROPRIATE PUBLIC WATER (SECTIONS 11.121, 11.042, 11.085 or 11.143, TEXAS WATER CODE) TEXAS ADMINISTRATIVE CODE CHAPTERS 30, 50, 281, 287, 288, 295, 297, AND/OR 299

Copies of *Obtaining TCEQ Rules*, publication GI-032, are available from TCEQ Publications at (512) 239-0028 or from various outside sources. In addition, you may access these forms through the internet at www.tceq.state.tx.us.

Use a typewriter or print in ink (do not write in longhand) to complete the form. Return the original application form and six (6) copies to the Commission. Retain a copy and instruction sheets for your records. In addition, provide six (6) copies of application plans and supporting materials (certain small projects may not require plans). One set of the plans, if required, shall be on a reproducible medium.

Mail completed application and related materials to the letterhead address above. (Please note: if including a check, mail directly to P.O. Box 13088, Austin, TX 78711-3088).

Statutorily required fees are one-time fees and must be paid before any action will be taken on an application. The usual fees are shown on the attached fee sheet (see Attachment A). For additional fee provisions, see 30 Texas Administrative Code (TAC) §§ 295.131-139.

INSTRUCTIONS FOR COMPLETING FORM TCEQ-10214:

1. Applicant Information

A. Applicant Name and Contact Information

B. Customer Reference Number

If you do not have a Customer Reference Number, complete Section II of the Core Data Form (TCEQ-10400) and submit it with this application.

C. Fees and Penalties

The application will not be processed until all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid.

D. Lienholder Information

Provide this information on the holder of any liens on any land to which the water right would be appurtenant.

2. Dam (structure), Reservoir, and Watercourse Data:

A. Type of Storage Reservoir

Select the appropriate description combination by checking (✓) the type of storage structure. If diversion is to be directly from a watercourse (no dam/reservoir), list the watercourse(s) from which such direct diversion is proposed in 2.B below.

- **On-Channel Reservoir** (30 TAC § 297.23): A permit for an on-channel reservoir grants the right to the permittee to construct and/or maintain a dam on the stream or watercourse. The application must request an appropriate right to fill the reservoir and to use the water in place or divert water for use.
- **Off-Channel Reservoir** (30 TAC § 297.24): A permit for an off-channel reservoir grants the right to the permittee to construct and/or maintain a structure impounding State water so that same will not be directly on the stream or watercourse. As above, the application must request an appropriate right to fill the reservoir and divert directly from a stream or watercourse, either by pump or gravity flow, and to use in place or divert from the reservoir.
- **Existing Structure** (30 TAC § 295.42): Provide the date that the structure was constructed.

- **Proposed Structure** (30 TAC § 295.42): Applicant shall provide a copy of the notice that was mailed to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir, will be located as well as copies of the certified mailing cards.
- **Exempt Structure** (Texas Water Code (TWC) § 11.142a or 11.142b): a 200 acre-foot capacity or less reservoir (stock tank/pond) may be created and used only for domestic, livestock, and/or fish and wildlife purposes. TWC § 11.143 allows for the use of water from an exempt reservoir for a purpose other than domestic, livestock, and/or fish and wildlife, (*i.e.*, agricultural, mining, municipal, etc.)

If the reservoir in which water will be stored was constructed as a project of the NRCS, United States Department of Agriculture, consent must be obtained from the Soil & Water Conservation District and/or other Local Sponsor(s) having jurisdiction over the reservoir (30 TAC § 295.12).

If the reservoir is owned by more than one individual, see page 3 of these instructions under Item 4A.

B. Location of Structure

1. **Watercourse:** Indicate watercourse on which dam or structure will be/is located. The staff can complete the "tributary" information if not known.
2. **Location from County Seat and Nearby Town:** This is necessary location/mapping information.
3. **Zip Code:** Provide zip code where structure is located.
4. & 5. Reference a point, station number or end of dam along the centerline of the dam (as may be shown on your application drawings). Provide the Latitude and Longitude coordinates in decimal degrees, to at least six decimal places and indicate the method used to calculate the diversion point location. For example, Latitude 98.016330°N, Longitude 32.067122°W, also bearing N 68° W, 4000 feet (bearing and distance) from the southeast corner of the Richard Roe Original Survey No. 33, Abstract No. 433, in Travis County, Texas. Attach additional sheet(s) to the application in the form of supplement(s) if more than one point of diversion is requested. Said sheets are attached to the application and are available upon request to the Commission. Give name(s) and number(s) of the Original Survey(s), Abstract No.(s) and County(s) in which the dam is to be located.

C. Reservoir:

1. **Acre-feet:** Enter the acre-feet of water impounded.
2. **Surface area:** Enter the surface area, in acres, of the reservoir at normal maximum operating level. The normal maximum operating level is generally at the lowest ungated outlet. The area-elevation-capacity information is required for larger projects.

D. Drainage Area Above the Dam/Reservoir: Provide the drainage area in square miles and/or acres of the reservoir and/or diversion point, if available.

E. Other

1. **U.S. Natural Resources Conservation Service:** If it is a NRCS floodwater-retarding structure, give site number and name of the watershed project.
2. **Authorization to close ports or windows:** If a permit is requested to close the "ports" or "windows" in the service spillway, indicate this by checking (√) the applicable box.

3. Appropriation/Diversion Request (total amount of water needed):

- A. **Use:** Give the purpose of use, place of use, and number of acre-feet per year requested for each purpose use listed.

B. Lands to be irrigated:

1. **Acres:** Fill in the blanks indicating the number of acres to be irrigated, the total acres in the tract(s) and the county(s) where the land is located. Attach a copy of the deed to the land, including the county recording information.
2. **Location:** Reference the Survey Name and Abstract and/or Original Survey number.

C. Diversion Point Information: Provide a completed *Supplemental Diversion Point Information Sheet* for any additional diversion points

1. **Watercourse:** Indicate the watercourse where the diversion will take place. The staff can complete the "tributary" information if not known.
2. **Latitude and Longitude:** Reference the point of diversion by stating its Latitude, Longitude in decimal degrees, to at least six decimal places (indicate method used to calculate the diversion point location), and bearing to a corner of an Original Land Survey. For example-Latitude 98.016330°N, Longitude 32.065122°W also bearing N 68° W, 4000 feet (bearing and distance) from the southeast corner of the Richard Roe Original Survey No. 33, Abstract No. 433, in Travis County, Texas. Attach additional sheet(s) to the application in the form of supplement(s) if more than one point of diversion is requested. Said sheets are attached to the application and are available upon request to the Commission.
3. **Location from County Seat and Nearby Town:** This is essential map reference information.
4. **Zip Code:** Provide the zip code for where the diversion point is located.
5. **Diversion from stream:** Check (✓) the appropriate boxes. Attach additional sheets as necessary to explain fully the plan of diversion.
6. **Rate of Diversion:** If diversion is from a diversion facility, complete the blanks under "Diversion Facility". If diversion is by gravity, complete the blanks under "If by gravity". Give the maximum total rate of diversion in gallons per minute (gpm) for each diversion point.
7. **Drainage Area Above Diversion Point:** Provide the drainage area in square miles and/or acres of the diversion point, if available.

D. Return Water of Return Flow: Return Water or Surplus Water, Section 295.8: If water is to be returned to a stream, list the stream to which the water will be returned. Reference the point of return by Latitude, Longitude in decimal degrees, to at least six decimal places, (indicate the method used to calculate the diversion point location), zip code, and bearing and distance to an Original Survey corner. The staff can complete the tributary information if not known. Provide the estimated annual amount of water that will be returned in acre-feet.

E. Surplus Water: Surplus water is that portion of the requested diversion from a stream or reservoir which will not be consumed during the requested use. This section does not apply to sprinkler irrigation systems. Of the quantity of water requested for diversion, estimate the annual amount of water which may be returned to a watercourse.

4. Discharge Point Information.

- A. Source of Water.** Indicate whether the water being discharged is treated effluent, groundwater, or other.
- B. Latitude and Longitude:** Reference the point of discharge by stating its Latitude, Longitude in decimal degrees, to at least six decimal places (indicate the method used to calculate the diversion point location), and bearing to a corner of an Original Land Survey. For example-Latitude 98.016330°N, Longitude 32.065122°W also bearing N 68° W, 4000 feet (bearing and distance) from the southeast corner of the Richard Roe Original Survey No. 33, Abstract No. 433, in Travis County, Texas. Attach additional sheet(s) to the application in the form of supplement(s)

if more than one point of discharge is requested. Said sheets are attached to the application and are available upon request to the Commission.

- C. **Location from County Seat and Nearby Town:** This is necessary location/mapping information.
- D. **Zip Code.** Provide the zip code for where the discharge point is located.
- E. **Watercourse.** Indicate the watercourse where the discharge will take place.
- F. **Discharge Rate.** Indicate the maximum rate of discharge (cfs and gpm).
- G. **Amount of Water Discharged.** Indicate the amount of water to be discharged (acre-feet per year).
- H. **Purpose of Use.** Indicate the purpose of use for the water being discharged.
- I. **Additional Information.** Provide additional information if the water to be discharged is groundwater or treated effluent.

5. General Information:

- A. If the reservoir site, diversion, and distribution facilities are located, or are to be located, entirely on land owned by applicant, insert word "applicant". If part of the facilities are to be located on lands not owned by the applicant, 30 TAC § 295.10 applies. Insert the names of such landowners on the application form. Also refer to 30 TAC §§ 295.121-.126 concerning requirements for plans/maps.

30 TAC § 295.11 provides that except as otherwise provided herein, if an existing reservoir inundates land owned by more than one person, an application for a permit to authorize the dam and reservoir and use of the State water impounded in the reservoir shall be joined in by all the landowners. A copy of any operating agreement affecting the reservoir or the distribution of water therefrom shall be submitted with the application. If there is incomplete joinder, the applicant shall submit the name and address of any landowner who does not join the application, and shall file a copy of an easement or a consent, license, lease or other type of agreement from the landowner(s), as provided in 30 TAC § 295.10.
 - B. Application should give reasonable anticipated starting and completion dates of construction consistent with the following provisions: The applicant must begin actual construction of proposed direct diversion facilities within two years after a permit is issued and prosecute the work diligently and continuously to completion. For the construction of a storage reservoir, the maximum time to commence construction may not exceed 2 years from the date of issuance of the permit. However, Time Extensions may be requested in accordance with 30 TAC § 295.72.
 - C. Applicant shall provide a conservation plan which meets the minimum requirements for such plans under 30 TAC § 288 and containing information which demonstrates that reasonable diligence will be used to avoid waste and achieve water conservation. Also, see 30 TAC § 295.9.
 - D. If applicable, state the quantity of water for each purpose of use which the applicant seeks to transfer. State the basin of origin of the water and the receiving basin. See 30 TAC §§ 295.13, 295.155, and 297.18.
 - E. If applicable, state the quantity of water and watercourse to be used. See 30 TAC §§ 295.111-295.113.
 - F. Coastal Zone - relative to Coastal Zone Management Program.
5. **Maps, plats, plans, and drawings:** Submit appropriate maps, plats, plans and/or drawings in accordance with the appropriate Commission rules. See ATTACHMENT B for information on how to obtain USGS 7.5 minute topographic maps.
6. If the dam(s) and reservoir(s) were constructed for domestic, livestock, and/or fish and wildlife purposes and you now wish to seek a permit under TWC § 11.143, please check (√) this box.
7. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any

area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement.

- ❖ SIGN AND HAVE THE APPLICATION NOTARIZED. This will be your sworn statement of the facts contained in the application. Everyone listed as an applicant must sign the application and have his or her signature notarized. A duly appointed agent may sign for the applicant before a notary public and provide a copy of the appointment granting agent status.
- ❖ Additional information may be needed to process the application. See supplemental sheets for a general outline of information typically needed to process an application. **Consultation with the staff is recommended, pre-application meetings can be arranged.**

ATTACHMENT A

WATER USE PERMIT APPLICATION FEES

The usual fees for water use applications are:

Filing Fees for a water use permit or an application for extension of time to begin or complete construction shall be based upon the total amount of water requested to be appropriated for impoundment and diversion as follows:

- (a) less than 100 acre-feet - \$100;
- (b) 100 - 5,000 acre-feet - \$250;
- (c) 5,001 - 10,000 acre-feet - \$500;
- (d) 10,001 - 250,000 acre-feet - \$1,000; and
- (e) greater than 250,000 acre-feet - \$2,000.

Fees to amend a water right are \$100 per numbered water right requested to be amended, including combination amendments.

Recording Fee \$1.25 per page of application.

Agricultural Use 50¢ per acre for each acre of land to be irrigated per year.

Storage Fee *50¢ per acre-foot of storage *(storage is based on the total holding capacity of the reservoir at normal maximum operating level).

In-Place Recreation Use \$1.00 per acre-foot of reservoir storage.

Other Uses \$1.00 per acre-foot based on maximum annual diversion (does not apply to agricultural use).

Mail Notice Fee The cost of mailing notice to persons in the affected river basin varies. The applicant shall pay the total cost of mailing notice and the Executive Director will advise the applicant of the number of persons to whom notice is mailed and the total mailing cost.

NOTE: The cost of any required publication of notice shall be paid by the applicant directly to the newspaper involved.

Mail Notice Fee In (_____) River Basin -- \$_____

Max. Use Fee \$50,000 for first use and \$10,000 for any additional use

Max. Use Fee for Temporary Applications \$500.00

Max. Use Fee for Extension of Time to Begin or Complete Construction \$1,000.00

ATTACHMENT B

Additional Water Use Permit Application Requirements

Texas Administrative Code 30 (TAC), §§ 295.121-295.126 provides the requirements for Maps, Plats, and Drawings Accompanying Application for a Water Use Permit. In accordance with the requirement of § 295.124(d), the Executive Director is now requiring water use permit applicants to provide the appropriate USGS 7.5 Minute Topographic Map(s) of the applicant's project area, including as necessary, the location of dams, diversion points, discharge points, irrigated lands, easements, and/or other pertinent features, as appropriate.

Six copies of the application are required; therefore one original topographic map and six (6) copies are required. However, when an applicant's area falls on two or more topographic maps, a composite map of the area, along with six (6) copies of the composite will be adequate, provided the composite includes the quadrangle name and number.

For your information, topographic maps can be obtained from numerous commercial dealers or directly from the U.S. GEOLOGICAL SURVEY, at 1-800-275-8747 (ASK-USGS) or write to USGS Information Services, Box 25286, Denver, Colorado 80225. USGS may allow maps to be ordered directly over the Internet at <http://mapping.usgs.gov/products/map/usgsmaps.html>.

You may also contact the Water Rights Permitting Team at (512) 239-4691 should you need additional assistance or information.

Zimbra**jaime.salazar@hcdd1.org**

Water Rights Application

From : Samantha DeLeon <SDeLeon@tedsi.com>
Subject : Water Rights Application
To : Jaime Salazar <jaime.salazar@hcdd1.org>

Tue, Apr 21, 2015 01:30 PM

 2 attachments

Good Afternoon Jaime,

Attached are the beginning portions of the TCEQ Water Rights Application, including the calculation of the fee (found under Attachment A, Page 6). Also attached is the letter that will be included, stating which fees will be paid for. The page count is approximately 91, this includes the letters and resolution... but will be pending finalization until the certified letters/resolution are inserted- in case they exceed one page.

Let me know if you need anything else.

Thank you!

Samantha DeLeon, E.I.T.

TEDSI INFRASTRUCTURE GROUP

1201 East Expressway 83

Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

www.tedsicomEmail: sdeleon@tedsi.com

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

 **Water Rights Application.pdf**

74 KB

 **Ltr to TCEQ re filing water rights application (00829440-2x7A30F)****(2).pdf**

29 KB

Zimbra

jaime.salazar@hcdd1.org

Fwd: Certified Letter

From : Raul Sesin <raul.sesin@hcdd1.org>

Tue, Apr 21, 2015 12:18 PM

Subject : Fwd: Certified Letter 2 attachments**To :** Jaime Salazar <jaime.salazar@hcdd1.org>

Chief get confirmation on the amount needed for this submittal which should be the \$50k described in the last email.

Raul E. Sesin, PE, CFM
Sent from my iPhone

Begin forwarded message:

From: Emily Rogers <ERogers@bickerstaff.com>**Date:** April 21, 2015 at 10:44:24 AM CDT**To:** Mark Lupher <MLupher@tedsi.com>, Raul Sesin <raul.sesin@hcdd1.org>**Cc:** "Eddie Lucio, III" <elucio@bbsfirm.com>, Mark Corbitt <MCorbitt@tedsi.com>, Samantha DeLeon <SDeLeon@tedsi.com>, Claudia Garza <CGarza@tedsi.com>, Jesse Salinas <JSalinas@tedsi.com>, Craig Stong <CStong@tedsi.com>**Subject: RE: Certified Letter**

All, attached are two letters for the filing of the application. The first letter is the cover letter to the application itself. You will not include the check with the application, but please make a copy of it to include with the application. (This letter and the copy of the check increase the page count by 2.) I recommend that you overnight me the signed and completed application (which must be notarized) and the cover letter and I will have it hand-delivered to the TCEQ. Please send me 8 copies of the application – the original plus 7 copies. We will file the original plus six copies with the TCEQ. We will get the 7th copy file-stamped by the TCEQ. I will send the original file-stamped copy back to the district with electronic copies of the same emailed to the team.

The second letter will not be included with the page count nor will it be included with the application. It is the letter transmitting the check directly to the TCEQ's financial department. It can just be mailed by the district

directly to the TCEQ. It should be made out to the Texas Commission on Environmental Quality and should include a note on the check that it is for the District's Application for Permit to Appropriate State Water.

If you have any questions or concerns, please let me know!

Emily Willms Rogers | Attorney | Bickerstaff Heath Delgado Acosta LLP
3711 S. Mo-Pac | Building One | Suite 300 | Austin, TX | 78746
Phone 512.472.8021 | Fax 512.320.5638

erogers@bickerstaff.com | www.bickerstaff.com

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From: Mark Lupher [<mailto:MLupher@tedsi.com>]

Sent: Monday, April 20, 2015 4:43 PM

To: Raul Sesin

Cc: Emily Rogers; Eddie Lucio, III; Mark Corbitt; Samantha DeLeon; Claudia Garza; Jesse Salinas; Craig Stong

Subject: RE: Certified Letter

Samantha/ Corbitt/ Emily let's get the application to Raul with the costs associated based on the last sheet of Instructions

From: Raul Sesin [<mailto:raul.sesin@hcdd1.org>]

Sent: Monday, April 20, 2015 4:35 PM

To: Mark Lupher

Cc: Emily Rogers; Eddie Lucio, III; Mark Corbitt; Samantha DeLeon; Claudia Garza; Jesse Salinas; Craig Stong

Subject: Re: Certified Letter

Please provide us with the application fee total so we can present it at court.

Thanks.

Raul E. Sesin, PE, CFM
Sent from my iPhone

On Apr 20, 2015, at 4:33 PM, Mark Lupher <MLupher@tedsi.com> wrote:

Here is the Certified Letter to be sent to Judge and Commissioners for the Delta Water Rights application . The agenda item for next week will also be needed to submit the Application.

Emily I will be at court next week, You had mentioned you could be there also. Eddie you are welcome to be there also.

Mark W. Lupher, PE,RPLS

Tel.: 832-619-1000 Ext 406

Cell : 713-299-3709

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Thank you.

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.



TCEQ check transmittal letter (00829452x7A30F).docx

12 KB



Ltr to TCEQ re filing water rights application (00829440-2x7A30F).docx

11 KB
