AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
October 13, 2015
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations

6. **AI -51681** 2013 Bond Referendum Project
A. Approval of Settlement Statement for Lot 15, Blk 44, Parcel 2 Alamo Land & Sugar in the amount of $19,015.00 plus settlement fee of $1,255.00.
B. Request for issuance of manual check of offer to complete transaction.

7. **AI -51682** Approval of construction for Pedestrian Bridge beginning 45' east along the north boundary, of the northwest corner of Lot 342 Kelly Pharr Subdivision containing 150' north, across the South Floodway Channel and ending along south boundary of Jones Box Park Pharr, Tx.

8. **AI -51726** **2013 BOND SERIES**
Requesting approval of Work Authorization No. 2 for Professional Services Agreement On-Call Construction Material Testing with L&G Engineering in the amount of $35,882.61. Construction Material Testing Services for Pct. 4 Hoehn Road Area Drainage & Road Improvements.

9. **AI -51725** A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Halff Associates, Inc. as it relates to Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range Located at the Hidalgo County Drainage District No.1 Yard. Approved for negotiations by HCDD1 Board of Directors on July 21, 2015.

B.) Pursuant to the Boards approval of Professional Agreement with Halff Associates, Inc. Requesting approval of Work Authorization No. 1 in the amount of $27,800.00 for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range located at the Hidalgo County Drainage District No.1 Yard.

10. **AI -51736** A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)-"items for which competition is precluded because of existence of patents, copyrights, secret process or monopolies" in connection with Parts, Service and Repairs with High Sierra Electronics.

B.) Approval of "Sole Source Declaration" with authority to purchase necessary parts needed for repairs and service required for Hidalgo County Drainage District's No. 1 Rain & Stream Gauge monitoring system.

11. **AI -51749** A.) As per Financial Advisory Agreement Section IV "Termination" requesting approval to cancel Agreement with First Southwest Company and approval to issue 30 days written notice of termination effective November 13, 2015.

B.) Requesting approval to advertise for RFP/Q No. 15-011-11-04 "Financial Advisory Services for Hidalgo County Drainage District No.1".

12. **AI -51753** A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024 (a)(7)-"items for which competition is precluded because of existence of patents, copyrights, secret process or monopolies" in connection with Network Coverage for R-10 Survey Equipment with RTK Network.

B.) Approval of "Sole Source Declaration" with authority to enter into a membership agreement with RTK Network.

13. **AI -51757** A. Approval to exercise District's option to terminate Work Authorization No. 4-Pct. 4 Rural Development Projects-Bandera Area Drainage (under Article 3.4-Termination of Agreement) as stated in the current Agreement for Professional Engineering Services with DOS Logistics, Inc. for Pct.4 Rural Development Projects-Hoehn Road/Bandera Area Drainage Improvements by providing/forwarding a thirty (30) day written notice of termination.

B. Approval to exercise District's option to terminate (under Article 3.4-Termination of Agreement) as stated in the current Agreement for Professional Engineering Services with DOS Logistics, Inc. for Pct.4 Rural Drainage Development La Blanca Area Drainage Improvements by providing/forwarding a thirty (30) day written notice of termination for Agreement and related work authorizations.

14. **AI -51760** Request approval to issue payment on the following items:

A. Application for Payment No. 2 in the amount of $105, 225.18 from GO Excavating related to Construction Contract No. HCDD1-14-031-12-02 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group.

B. Application for Payment No. 3-Retainage Release in the amount of $30,203.77 from GO Excavating related to Construction Contract No. HCDD1-14-031-12-02 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group.

C. Approval of Certificate of Substantial Completion from GO Excavating for Construction Project No. HCDD1-14-031-12-02 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group.

D. Approval of Certificate of Completion from GO Excavating for Construction Contract No. HCDD1-14-031-12-02 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group.

15. **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**

16. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

19. **Adjourn**

AI -51681 **6.**

DRAINAGE DISTRICT

Meeting Date: 10/13/2015

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Referendum Project
A. Approval of Settlement Statement for Lot 15, Blk 44, Parcel 2 Alamo Land & Sugar in the amount of $19,015.00 plus settlement fee of $1,255.00.
B. Request for issuance of manual check of offer to complete transaction.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Debbie Tamez	10/07/2015 11:25 AM
Final Approval	Monica Badillo	10/09/2015 09:14 AM
Form Started By: Sylvia Sanchez		Started On: 10/06/2015 08:41 AM
Final Approval Date: 10/09/2015		

AI -51682 **7.**

DRAINAGE DISTRICT

Meeting Date: 10/13/2015

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of construction for Pedestrian Bridge beginning 45' east along the north boundary, of the northwest corner of Lot 342 Kelly Pharr Subdivision containing 150' north, across the South Floodway Channel and ending along south boundary of Jones Box Park Pharr, Tx.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 11:25 AM
Final Approval	Monica Badillo	10/09/2015 09:14 AM
Form Started By: Sylvia Sanchez		Started On: 10/06/2015 10:11 AM
Final Approval Date: 10/09/2015		

AI -51726 **8.**

DRAINAGE DISTRICT

Meeting Date: 10/13/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

Requesting approval of Work Authorization No. 2 for Professional Services Agreement On-Call Construction Material Testing with L&G Engineering in the amount of $35,882.61. Construction Material Testing Services for Pct. 4 Hoehn Road Area Drainage & Road Improvements.

BACKGROUND

Fiscal Impact

Attachments

Work Auth No. 2

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Debbie Tamez	10/08/2015 02:37 PM
Final Approval	Monica Badillo	10/09/2015 09:14 AM
Form Started By: Jaime Salazar		Started On: 10/08/2015 01:06 PM
Final Approval Date: 10/09/2015		

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
Agreement #C-

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, action herein by and through the **Board of Directors**, hereinafter called the "**Owner**," and, L&G Consulting Engineers, Inc. professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide On-Call CMT Services for the Hoehn Road Area Drainage & Road Improvements Project.

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 **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $35,882.61. 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 Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. _-_ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

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 Hidalgo County Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager

BY:_____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of _____ day of _____, 2015.

THE LABORATORY:

_____
By: Jacinto Garza, P.E.
President / C.E.O.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1:

_____
Ramon Garcia
CHAIRMAN OF THE BOARD

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

By:_____

ATTACHMENTS:
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Laboratory
Exhibit C – Omitted
Exhibit D – Cost Proposal

EXHIBIT A

Scope of 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 Projects.

General:

The OWNER will provide to the LABORATORY the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design LABORATORY.
2) Payment for work performed by the LABORATORY and accepted by the OWNER in accordance with Article 3 of this Agreement.
3) Assistance to the LABORATORY, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the LABORATORY cannot easily obtain.
4) Provide any available relevant data the OWNER may have on file concerning the projects.
5) Provide timely review and decisions in response to the LABORATORY's request for information and/or required submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by LABORATORY.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction LABORATORY.

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the OWNER on construction and maintenance projects.

B. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and CMT reports prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the LABORATORY.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the OWNER within a reasonable time.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 1 – CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the OWNER 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 (08/10) or Project Plans and Specifications (or as directed by the OWNER). 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) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.

(g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B
Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

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

If required, the LABORTORY shall provide to the OWNER, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

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

Office Location

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

Service	Office Location
CMT	Mercedes Office
Inspection	Mission Office

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

Exhibit "D"
L&G Engineering
Hoehn Road Area Drainage and Road Improvements
Prepared for Hidalgo County Drainage District No. 1

Limed Subgrade Testing - Laboratory					
Moisture Density Relationship (TxDOT)	3	Each	$212.59	$637.77	*3 trips to obtain and perform necessary testing on Limed Subgrade Materials*
Atterberg Limits of Soils	3	Each	$79.66	$238.98	
Material Finer #200	0	Each	$66.47	$0.00	
Test Report	2	Each	$23.59	$47.18	
Soil & Aggregate Tech	9	Hour	$51.34	$462.06	
Mileage (Trip Charge)	120	Miles	$0.56	$67.20	
			Subtotal:	$1,453.19	
Limed Subgrade Testing-Field Testing					
Field Density Test	30	Each	$23.91	$717.30	*quantity based on 10 site visits to perform Field Density and Thickness Testing (avg 3 tests per visit)*
Test Report	10	Each	$23.59	$235.90	
Soil & Aggregate Tech	30	Hour	$51.34	$1,540.20	
Mileage (Trip Charge)	600	Miles	$0.56	$336.00	
			Subtotal:	$2,829.40	
Trench Backfill-In Situ Soils and Sand Testing-Laboratory					
Moisture Density Relationship (TxDOT)	4	Each	$212.59	$850.36	*quanitity based on 4 site visits to obtain samples of In-Situ Subgrade and sand materials for laboratory testing*
Atterberg Limits of Soils	4	Each	$79.66	$318.64	
Material Finer #200	4	Each	$66.47	$265.88	
Test Report	4	Each	$23.59	$94.36	
Soil & Aggregate Tech	12	Hour	$51.34	$616.08	
Mileage (Trip Charge)	240	Miles	$0.56	$134.40	
			Subtotal:	$2,279.72	
Trench Backfill-In-Situ Soils and Sand Backfill Testing-Field					
Field Density Test	60	Each	$23.91	$1,434.60	*quantity based on 20 site visits to perform Field Density and Thickness Testing (avg 3 tests per visit)*
Test Report	20	Each	$23.59	$471.80	
Soil & Aggregate Tech	60	Hour	$51.34	$3,080.40	
Mileage (Trip Charge)	1200	Miles	$0.56	$672.00	
			Subtotal:	$5,658.80	
Flexible Base (Caliche) Pavement and Driveway Areas					
Moisture Density Relationship (TxDOT)	1	Each	$212.59	$212.59	*Quantity based on 1 site visit to obtain sample for laboratory testing*
Atterberg Limits of Soils	1	Each	$79.66	$79.66	
Sieve Analysis (Dry)(4 Sieve)	1	Each	$59.73	$59.73	
Texas Wet Ball Mill	1	Each	$232.55	$232.55	
Triaxial Compression	1	Each	$350.00	$350.00	
Soil & Aggregate Tech	8	Hour	$51.34	$410.72	
Test Report	3	Each	$23.59	$70.77	
Mileage (Trip Charge)	60	Miles	$0.56	$33.60	
			Subtotal:	$1,449.62	
Flexible Base (Caliche) Pavement and Driveway Areas					
Field Density Test	30	Each	$23.91	$717.30	*Quantities based on ten (10) visits to perform in-place testing (avg 3 tests per visit)*
Test Report	10	Each	$23.59	$235.90	
Soil & Aggregate Tech	30	Hour	$51.34	$1,540.20	
Mileage (Trip Charge)	600	Miles	$0.56	$336.00	
			Subtotal:	$2,829.40	

Hot Mix Asphalt Paving-Roadway and Driveway Areas						
Extraction/Sieve Analysis/AC%	3	Each	$232.48		$697.44	
MaximumTheor. Specific Gravity	3	Each	$90.00		$270.00	
Asphalt Rolling Patterns	12	Each	$39.86		$478.32	
Coring/ACP Thickness	12	Each	$66.47		$797.64	
Density of Cores (Set of 2)	12	Each	$73.04		$876.48	
In-Place Air Voids	12	Each	$25.00		$300.00	
Asphalt Technician	40	Hour	$51.34		$2,053.60	
Mileage (Trip Charge)	300	Miles	$0.56		$168.00	
Test Report	12	Each	$23.59		$283.08	
				Subtotal:	$5,924.56	
Concrete Placement - Rip Rap & Misc.						
Air Content(Pressure Method)	4	Each	$23.86		$95.44	*Assuming*
Test Report	4	Each	$23.59		$94.36	*4 Placements*
Concrete Technician	12	Hour	$51.34		$616.08	
Mileage (Trip Charge)	240	Miles	$0.56		$134.40	
				Subtotal:	$940.28	
Cyl. Spec. Prep, Hold, Cure	16	Each	$12.00		$192.00	*Quantities based on*
Comp. Str. Of Cyl. Specimen	16	Each	$15.92		$254.72	*sample pickup an*
Test Reports (7 and 28 day)	8	Each	$23.59		$188.72	*deliver to*
Concrete Technician	12	Hour	$51.34		$616.08	*laboratory for*
Mileage (Trip Charge)	240	Miles	$0.56		$134.40	*Compression Testing*
				Subtotal:	$1,385.92	

Estimated Field and Laboratory Test Fees			$24,750.89
Admin/Clerical (Report Review)(Hr.)	38	$60.40	$2,295.20
Engineering Lab Mgr. (Report Review)(Hr.)	38	$102.68	$3,901.84
Project Engineer (Report Review)(Hr.)	38	$129.86	$4,934.68
Estimated Materials Testing Total			$35,882.61

L&G Engineering
Transportation Consultants

October 7, 2015

Mr. Raul Sesin, P.E. – Executive Director
Hidalgo County Drainage District #1
902 N. Doolittle Rd
Edinburg, Texas 78542

RE: On-Call CMT Services (Pct #2, Pct #3, Pct #4 & HCDD#1 Master Drainage System)
Work Authorization #2 – Hoehn Road Area Drainage & Road Improvements Project

Dear Mr. Sesin:

Attached for your review and execution are two originals of Work Authorization #2 with all associated attachments, between L&G Engineering and Hidalgo County Drainage District #1 for the Hoehn Road Area Drainage & Road Improvements Project.

Should you have any questions, please feel free to contact me at (956) 585-1909.

Sincerely,

David Saenz, P.E., C.F.M.
Project Manager

Attachments: Work Authorization #2

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

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AI -51725 **9.**

DRAINAGE DISTRICT

Meeting Date: 10/13/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Halff Associates, Inc. as it relates to Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range Located at the Hidalgo County Drainage District No.1 Yard. Approved for negotiations by HCDD1 Board of Directors on July 21, 2015.

B.) Pursuant to the Boards approval of Professional Agreement with Halff Associates, Inc. Requesting approval of Work Authorization No. 1 in the amount of $27,800.00 for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range located at the Hidalgo County Drainage District No.1 Yard.

BACKGROUND

Fiscal Impact

Attachments

Halff Agreement
Work Auth No.1

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Debbie Tamez	10/08/2015 02:37 PM
Final Approval	Monica Badillo	10/09/2015 09:14 AM
Form Started By: Jaime Salazar		Started On: 10/08/2015 12:57 PM
Final Approval Date: 10/09/2015		

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the **"Owner"**, and **HALFF ASSOCIATES, INC**. professional **Engineer**s, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range Located at the Hidalgo County Drainage District No.1 yard Northeast of E. Richardson Road and North Doolittle Road_**"Project"** hereinafter referred to as the **"Project""**.

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

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

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

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

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

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

development of primary and secondary project field control through field surveying and aerial mapping.

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

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

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

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

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

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

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

3.1 Termination Date. This Agreement shall terminate on **January 31, 2016** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

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

written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

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

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

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

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

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

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

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

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

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

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

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect

the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

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

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

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

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

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

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

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

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

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

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

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

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the

Engineer a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

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

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

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

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

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

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

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter

referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

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

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

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

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

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

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

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

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

shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **"Project",** as required through the course of the development to the **"Project".** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

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

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The

Engineer shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

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

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

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

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

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed

is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

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

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

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the

Owner, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

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

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

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

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

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

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

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

In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

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

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

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

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for

such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

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

of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

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

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

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

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

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

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

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment

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

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

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

area affected by the **"Project"** are within a class of foreseeable persons who will be relying on the **"Project"** being designed in a professional and safe manner.

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

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

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

18.1 "Project" Manager. The **Engineer** shall provide a manager **("Project" Manager)** for the **"Project"** that is a registered professional **Engineer** in the State of Texas. The **"Project"** manager

shall have such knowledge and experience as will enable that **"Project" Manager** during the course of the **"Project"** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **"Project" Manager** prior to the completion and acceptance of the **"Project",** the **Engineer** will submit a request to change the **"Project" Manager** to the **Owner** for approval.

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

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:	**ENGINEER**:
Hidalgo County Drainage District No. 1 **Attn: District Manager** **902 N. Doolittle Rd** **Edinburg, TX 78542**	**HALFF ASSOCIATES, INC.** **5000 W. Military Hwy, Suite 100** **McAllen, TX 78503**

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

ENGINEER:

BY: _____
Robert L. Saenz, PE, CFM, PMP
Vice President
Halff Associates, Inc.

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

By: _____

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____

WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 1

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 HALFF ASSOCIATES, INC., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide a Subsurface Investigation for the Preliminary Site Characterization Abandoned Rifle / Handgun Firing Range project.

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 $27,880.00 This amount is based upon the costs outlined in the Revised Proposal dated September 15, 2015 attached hereto as EXHIBIT "D1".

PART 3. PAYMENT

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

PART 4. FUNDING

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

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by HALFF ASSOCIATES, INC. as to content and detail of this Work Authorization No. 1 .

BY: _____
Robert R. Saenz, PE
Vice President

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:	**THE OWNER:**
Halff Associates, Inc.	**Hidalgo County Drainage District No. 1**
_____	_____
By: Robert L. Saenz, PE **Vice President**	**By: Ramon Garcia, Chairman**

EXHIBIT B
Scope of Services to be provided by the Engineer

HALFF

September 15, 2015
1008-15-9858

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

Re: Proposal for Preliminary Site Characterization of former firing range berm located northeast of East Richardson Road and North Doolittle Road, Edinburg, Hidalgo County, Texas

Dear Mr. Salazar:

We are pleased to submit the following proposal for the Preliminary Site Characterization activities at the subject site. The purpose of the Preliminary Site Characterization is to evaluate the presence of metals impacted soil at the referenced rifle/handgun firing range. The firing range is no longer in use and Hidalgo County Drainage District No. 1 is planning to redevelop the property for surface parking. The Preliminary Site Characterization will include the installation of shallow soil borings and the collection of soil samples for laboratory analysis. A brief report summarizing the findings of the Preliminary Site Characterization will be prepared.

Subsurface Investigation

The field activities for the project site will be conducted utilizing the following procedures. Approximately twenty (20) surface sample locations/shallow soil borings will be installed at the subject property. Continuous soil samples will be collected from the ground surface to total borehole depth utilizing a hand held bucket auger or stainless steel sampling trowel. All sampling equipment will be decontaminated between soil borings to prevent the possibility of cross-contamination. Soil samples will be logged by a field geologist and screened for the presence of bullet fragment/metals impacts. Soil sampling will be performed in accordance with accepted protocol and analyses will be performed by a NELAP accredited laboratory. All samples will be sealed in proper containers with no head space, appropriately labeled, and immediately chilled to 40° F.

The Preliminary Site Characterization will be performed in accordance with the following tasks:

Task 1 Gather and review information concerning the history of the abandoned firing range. Review available written records, plans, photographs, aerial photographs, etc. and/or interview persons familiar with past operations to determine the range layout and where lead or other constituents of concern (COCs) associated with the deposition of bullets and/or lead pellets may be present.

HALFF ASSOCIATES, INC.
1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275
TEL (214) 346-6200
FAX (214) 739-0095
WWW.HALFF.COM

Task 2 Perform an initial site visit to observe and document the locations where bullets or shot pellets have been deposited. Identify areas of surface water, wetlands, or other areas receiving runoff within and adjacent to the abandoned firing range.

Task 3 Install shallow soil borings and/or collect surficial soil samples at the subject property. Seven (7) shallow soil borings will be advanced to a depth of approximately two (2) feet in the area of the primary impact berm and a maximum of fifteen (15) surficial soil samples will be collected in the area of the range floor, side berm, and fallout area. The soil borings/surface samples will be utilized to evaluate the presence and extent of elevated concentrations of metals in soil at the site.

Task 4 Collect one or two soil samples from each soil boring and/or surface sample location. The samples will be analyzed for arsenic, lead, copper, tin, and zinc by EPA Method 6020. Selected soil samples with elevated concentrations of metals will be submitted for laboratory analysis of TCLP metals (arsenic and lead) by EPA Method 1311/6020.

Task 5 Perform a review of the site characterization data in accordance with Texas Commission on Environmental Quality (TCEQ) Texas Risk Reduction Program (TRRP) requirements, as applicable. The review will consider future land use and site cleanup goals, and will include a preliminary evaluation of options that may be implemented to address impacted soil at the site. A brief data report will be prepared summarizing the work performed and will include a sample location map, analytical data summary tables, copies of analytical reports, a discussion of the options, and conclusions and recommendations.

Task 6 Attend client meetings, coordinate and participate in conference calls, etc. to review the results of the Preliminary Site Characterization and discuss options to address impacted soil and planned future use of subject site.

The total costs associated with the above services are estimated not to exceed $27,880 and the project will require approximately four weeks to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County Drainage District No. 1. A summary of the effort required to complete the Preliminary Site Characterization activities is presented in the attached Table I.

The above proposal is based on the following:

- The site will be accessible for sampling activities.
- The client will provide a legal right of entry to the site prior to mobilization for investigation activities.
- Utilities on private land not located by public companies (i.e., utility locate companies, municipalities, etc.) will be located by the property owner/client.
- Property owner/client will coordinate site access for location of on-site utilities by public companies.

- Twenty shallow soil borings will be installed at the subject property.
- Evaluation of groundwater during site investigation activities is not included.
- All laboratory analyses will be conducted on a normal turnaround basis.
- All site work will be conducted during normal business hours.
- Client meetings will be attended by Halff local staff. Staff assigned to the project from other office locations will participate in client meetings via conference call or teleconference. Meetings will be billed on a time and materials basis.

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you. This proposal is valid for a period of thirty days from the above date.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

Halff Associates is a multi-disciplinary engineering firm providing a wide range of services including civil and environmental engineering, planning, and surveying. If we can furnish additional information, please feel free to call.

Sincerely,

HALFF ASSOCIATES, INC.

Kent Belaire, P.G.
Vice President

APPROVED BY:

By:_____

Date:_____

Attachment

EXHIBIT C

WORK SCHEDULE

Project should be completed within six (6) weeks from date of Notice to Proceed.

EXHIBIT D

ENGINEER'S CONTRACT REATES

Halff Associates, Inc.
Billing Rate Schedule
McAllen Office
September 21, 2015

Project Manager	$205/hr.
Professional Engineer	$160/hr.
Engineer-in-Training	$120/hr.
Designer	$80/hr.
Construction Administrator	$90/hr.
CAD Tech	$60/hr.
Secretarial / Clerical	$60/hr.
Two-man Survey Crew	$150/hr.

HALFF

September 15, 2015
1008-15-9858

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

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Halff Associates is a multi-disciplinary engineering firm providing a wide range of services including civil and environmental engineering, planning, and surveying. If we can furnish additional information, please feel free to call.

Sincerely,

HALFF ASSOCIATES, INC.

Kent Belaire, P.G.
Vice President

APPROVED BY:

By:_____

Date:_____

Attachment

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2015

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

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

PRODUCER
Bell Insurance
16980 Dallas Parkway #210
Dallas TX 75248

CONTACT NAME: Candy Goehring
PHONE (A/C, No, Ext): (972) 581-4800 **FAX (A/C, No):** (972) 581-4850
E-MAIL ADDRESS: cgoehring@bellgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Massachusetts Bay	22306
INSURER B: Allmerica Financial Benefit	41840
INSURER C: The Hanover Ins. Co.	22292
INSURER D: Ironshore Specialty Ins Co	25445
INSURER E:	
INSURER F:	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson TX 75081

COVERAGES **CERTIFICATE NUMBER:** 15/16 1MIL **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			ZDDA055845	7/12/2015	7/12/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			ADDA051300	7/12/2015	7/12/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UHDA051287	7/12/2015	7/12/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W2DA028649	7/12/2015	7/12/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Claims Made			002091901	7/12/2015	7/12/2016	Per Claim: Aggregate:	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: AVO: 1008-15-9890; Hidalgo County Drainage District No. 1 is included as additional insured as respects general and auto liability if required by written contract with 30 day notice of cancellation except 10 days for non payment. Uinsured/Underinsured Motorist coverage is included in the Auto Policy with $1,000,000 combined single limits. 30 day notice of cancellation except 10 days non pay.

CERTIFICATE HOLDER
Hidalgo County Drainage
District No. 1
902 N. Doolittle Road
Edinburg, TX 78542

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

AUTHORIZED REPRESENTATIVE
T J. Ashley/CANDY

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AI -51736 **10.**

DRAINAGE DISTRICT

Meeting Date: 10/13/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)-"items for which competition is precluded because of existence of patents, copyrights, secret process or monopolies" in connection with Parts, Service and Repairs with High Sierra Electronics.

B.) Approval of "Sole Source Declaration" with authority to purchase necessary parts needed for repairs and service required for Hidalgo County Drainage District's No. 1 Rain & Stream Gauge monitoring system.

BACKGROUND

Fiscal Impact

Attachments

HSE Sole Source
Sole Source

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Debbie Tamez	10/08/2015 04:42 PM
Final Approval	Monica Badillo	10/09/2015 09:14 AM
Form Started By: Jaime Salazar		Started On: 10/08/2015 02:45 PM
Final Approval Date: 10/09/2015		

HIGH SIERRA ELECTRONICS, INC.
environmental monitoring solutions

155 Springhill Drive, Suite 106
Grass Valley, California 95945
530.273.2080
Fax: 530.273.2089
www.highsierraelectronics.com

ISO 9001:2008

September 23, 2015

Mr. Mike Kanto
County of Hidalgo Drainage District #1
902 North Doolittle
Edinburg, TX 78542

Dear Mike,

I am pleased to provide you with a letter indicating our company's Sole-Source status in providing the Model 3306 ALERT Data Transmitter for the County of Hidaglo's flood warning system.

HSE is the sole supplier the Model 3306. Our company first introduced this device in 2007 and continues to manufacture and install it throughout the U.S. for Federal, State, and local agencies. This unit is unique in the fact that it offers 16GB of memory enabling at least three years of data storage for precipitation, water level, and battery. It also has the distinction of having a resolution of 12 Bits or greater, and includes a 3-year limited warranty.

By keeping hardware within a flood warning system uniform, customers benefit with being able to exchange, relocate, or replace equipment easily and efficiently. If spares are mixed, additional costs are incurred for extra hardware and maintenance. This requires not only a diverse product knowledge, but impacts the number of hours spent in the field troubleshooting, repairing, and calibrating hardware. Data management is also simplified.

Our company also has the distinction of being an ISO 9001:2008 Certified company. We are dedicated to customer satisfaction, and feel that by making this standard a part of our culture, we are able to better serve our customers.

If you have any questions or find that you need additional information, please feel free to contact me. Thank you for your consideration.

Sincerely,

Sue Swenor

Sue Swenor
Sales Manager

cc: Frank Gutierrez

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

MEMORANDUM

To: HCDD1 Board of Directors

From: Jaime Salazar, Buyer

Date: October 8, 2015

Re: Sole Source Declaration / High Sierra Electronics

CC: Raul E. Sesin, PE, CFM, General Manager

In 2006 the Hidalgo County Drainage District No.1 purchased a Model 3306 Alert Data Transmitter Rain & Stream Gauge monitoring Software to serve as a flood warning system from High Sierra Electronics.

Attempts were made via internet to locate additional vendors for this type of system and were unsuccessful.

High Sierra Electronics is the sole developer, manufacturer, distributor and repair services provider for their products.

This sole source declaration remains in effect unless revoked by the Hidalgo County Drainage District N.1 Board of Directors.

AI -51749 **11.**

DRAINAGE DISTRICT

Meeting Date: 10/13/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) As per Financial Advisory Agreement Section IV "Termination" requesting approval to cancel Agreement with First Southwest Company and approval to issue 30 days written notice of termination effective November 13, 2015.

B.) Requesting approval to advertise for RFP/Q No. 15-011-11-04 "Financial Advisory Services for Hidalgo County Drainage District No.1".

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	10/09/2015 09:07 AM
Final Approval	Monica Badillo	10/09/2015 09:14 AM
Form Started By: Jaime Salazar		Started On: 10/08/2015 04:55 PM
Final Approval Date: 10/09/2015		

AI -51753 **12.**

DRAINAGE DISTRICT

Meeting Date: 10/13/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024 (a)(7)-"items for which competition is precluded because of existence of patents, copyrights, secret process or monopolies" in connection with Network Coverage for R-10 Survey Equipment with RTK Network.

B.) Approval of "Sole Source Declaration" with authority to enter into a membership agreement with RTK Network.

BACKGROUND

Fiscal Impact

Attachments

RTK membership

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	10/09/2015 09:07 AM
Final Approval	Monica Badillo	10/09/2015 09:14 AM

Form Started By: Jaime Salazar Started On: 10/09/2015 08:29 AM

Final Approval Date: 10/09/2015

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

MEMORANDUM

To: HCDD1 Board of Directors

From: Jaime Salazar, Buyer

Date: October 8, 2015

Re: Sole Source Declaration / RTK Membership Agreement

CC: Raul E. Sesin, PE, CFM, General Manager

On June 2, 2015 the Hidalgo County Drainage District No.1 Board of Directors approved the purchase of a R-10 Receiver Survey Equipment from Western Data Systems.

In order to use the R-10 as a roving receiver to capture data the District needs to enter into an agreement with Western Data Systems Inc, through an RTK Membership Agreement. RTK has coordinated the establishment of an RTK Network within the States of Texas and Oklahoma using Trimble Reference Stations and Trimble Software and is the sole provider of service for this device. Another option would be to purchase a second R-10 at approximately $25,500 to use as the base for our roving R-10.

Therefore, because of the rational and facts stated herein, RTK is the sole provider for a roving receiver to the R-10 Survey Equipment purchased by HCDD1.

This sole source declaration remains in effect unless revoked by the Hidalgo County Drainage District N.1 Board of Directors.

WESTERN DATA SYSTEMS

14722 REGNAL • HOUSTON, TEXAS 77039
TEL: (281) 987-1815 • FAX (281) 987-2743

LAT 29 55 47 29 LON 95 22 40 19W

October 8, 2015

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

Dear Mr. Salazar,

Regarding the R10 Receiver you purchased from Western Data Systems and the Network Membership that you are trying to procure, there are two options for using the R10 for the application you described to your salesman, Pratt Vivekanandan.

Since the intent of your usage is to use the R10 as a roving receiver to capture data, you need a stationary reference. The first option is the least expensive and involves becoming a member in the RTK Cooperative Network. This option allows you to use reference stations within the network as a base for your roving R10. The membership costs are $2,000 for the first year, $500 for each of the second and third years and currently $250 for all subsequent years. The $250 is determined annually, based on the anticipated cost to maintain the network for the next year and this amount will never exceed $500.

The second option is for you to purchase a second R10 that you would then use as the base for your roving R10. The list price of a new R10 is $25,500. Even with the DIR Discount, the price of a second R10 greatly exceeds the price for a Network Membership.

If you have any questions, please feel free to call me.

Thank you for the opportunity to provide services to Hidalgo County.

Sincerely,

Robb Delprado
President
Western Data Systems, Inc.
14722 Regnal Street
Houston, TX 77039
281-885-1511

RTK MEMBERSHIP AGREEMENT

This Membership Agreement (the **"Agreement"**), dated as of the _____ day of _____, 20___, is by and between Western Data Systems Inc., a Texas Corporation (**"WDS"**), and _____ (**"Member"**). WDS and Member are sometimes referred to herein singularly as the **"Party"** and collectively as the **"Parties"**. This Agreement will serve as a master agreement covering all Memberships the Member may control.

ARTICLE 1. BACKGROUND AND OBJECTIVES

Western Data Systems has coordinated the establishment of an RTK Network (the **"Network"**) within the States of Texas and Oklahoma to be owned by the participating member survey companies. The Network will have its origins within the major metropolitan areas of both states, and is anticipated to expand outward until all areas are seamlessly combined into one RTK Network covering all areas that have data cellular telephone coverage. Using Trimble Reference Stations and Trimble VRS3Net software, a member with a Trimble Rover (hereinafter defined, see schedule B) working within the Network will be able to obtain RTK corrections.

ARTICLE 2. MEMBERSHIP OBLIGATIONS

2.1. A **"Membership"** is defined as one (1) Rover activated to work within the Network. Member may have one or more Memberships under its control. Except as exempted below, Member agrees to pay a one-time fee of Two Thousand and No/100 Dollars ($2,000.00) for the first year of each Membership (**"Initial Membership Fee"**). For each Membership, WDS will issue a username and password that will allow the Rover for that Membership to access the Network.

2.2. After the initial one-year term, each Membership will automatically renew at a fee of Five Hundred and No/100 Dollars ($500.00) per year (**"Renewal Fee"**) unless Member notifies WDS in writing of its desire to terminate a Membership at least thirty (30) days prior to the end of the annual Membership term, which shall be determined by reference to the date that Membership was activated. All renewals are invoiced in early December of each year through November 30. First year renewals are prorated from the anniversary date to November 30.

The Initial Membership Fee and the Renewal Fee are referred to herein collectively as the **"Membership Fees"**.

2.3. Members that agree to install a qualified Reference Station (see Schedule A) which will be owned by Member may activate up to five (5) Rovers for each of Member's Reference Stations and shall be exempt from payment of the Initial Membership Fee and the first two Renewal Fees for each of the five (5) Memberships. Member may do with these Memberships as it sees fit, including selling them or sharing them with another company or

organization. Reference Stations must meet the specifications set forth by WDS (see Schedule A) to be qualified for access to the Network.

2.4. Members that agree to provide a qualified host location for a Reference Station owned by another Member may activate up one (1) Rover and shall be exempt from payment of the Initial Membership Fee and the first two Renewal Fees for that Membership. Member may do with this Memberships as it sees fit, including selling it or sharing it with another company or organization.

2.5. After the third year of Membership, Renewal Fees will not exceed $500 per year but may be less based upon Member's proportionate share of costs for implementation, testing, operation, and maintenance of the Network that are incurred by WDS.

2.6. Member agrees to allow WDS rental equipment access to the Network at no charge.

2.7. Member agrees not to re-broadcast the RTK signal without prior written consent of WDS.

2.8. Universities and Colleges that own Trimble branded field receivers may activate one Membership per field device at no charge with no recurring renewal fees.

ARTICLE 3. WDS OBLIGATIONS

3.1. WDS will be responsible for implementation of the Network. Once the system is operational, WDS agrees to operate and maintain the Network for an initial term of five (5) years (the **"Initial Term"**). Upon expiration of the Initial Term, WDS shall continue to operate and maintain the Network unless a majority of Members votes not to renew. All direct equipment and operating costs will be passed on to the Members AT COST.

3.2. If at any time Members vote to change the structure or procedures of the Network, and WDS feels that the change will have a detrimental effect on the Network, WDS has the right, with sixty (60) days' advance written notice to the Members, to terminate its operation and maintenance of the Network and to turn such responsibilities over to the Members.

3.3. WDS agrees to establish Reference Stations in each major city, which meet the specifications, at no cost to the Network or its Members.

3.4. WDS agrees to provide to Member the following information on an annual basis:

A.. Number of Memberships issued for both Reference Station owners and Non-Reference Station owners;
B. Amount and source of all money paid into the Network account from Membership Fees;
C. Detailed yearly report on expenses incurred by WDS; and
D. Estimate of any major changes that might affect costs over the next

reporting period.

3.5. WDS reserves the sole right and discretion to refuse access to any Member of the Network that it determines is in breach of this Agreement.

ARTICLE 4. LIABILITY

4.1. Neither WDS nor any other Members shall be liable for RTK data used outside of the limits of the Network as such use may result in degraded accuracies.

4.2. Although WDS will use commercially reasonable efforts to maintain continuous RTK service, Member acknowledges that interruptions in service may occur and that data availability is not guaranteed. As a result, neither WDS nor any other Members shall be liable for the unavailability or inaccuracy of RTK data.

4.3. Member acknowledges that the Global Positioning System (**"GPS"**) is operated by the U.S. Government Department of Defense, which is solely responsible for the accuracy, daily operations and maintenance of the satellites used in that system. As a result, neither WDS nor other Members shall be liable for the unavailability or inaccuracy of GPS data.

4.4. Member acknowledges that data obtained through the RTK Network is used at its own risk.

ARTICLE 5. GENERAL

5.1. This Agreement shall not be construed as constituting either Party as partner of the other or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be responsible for the management, direction and control of its employees and such employees shall not be employees of the other Party.

5.2. **Force Majeure**. Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such Party. In such event, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

5.3. **Waiver**. No action taken pursuant to this Agreement by either Party shall be deemed to constitute a waiver by such Party of compliance with any covenant or agreement

contained herein unless the waiver is made expressly in writing signed by the waiving Party, and such waiver of any breach of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

5.4. **Severability**. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law(s).

5.5. **Governing Law**. This Agreement shall be governed by the laws of the State of Texas as such laws are applied to contracts which are entered into and performed entirely within the State of Texas including the conflicts of law principles thereof. The sole and exclusive venue for any litigation or informal dispute resolution shall be Harris or Montgomery County, Texas.

5.6. **Binding Nature and Assignment**. This Agreement will be binding on the Parties and their respective successors and permitted assigns.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT. THIS STATEMENT OF THE AGREEMENT SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER DESCRIBED IN THIS AGREEMENT.

EXECUTED as of the date first written above.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE
TO
RTK MEMBERSHIP AGREEMENT

WDS:

WESTERN DATA SYSTEMS, INC., a Texas Corporation

Date: _____ By: _____
Robb Delprado, President

MEMBER:

_____

Date: _____ By: _____
Name: _____
Title: _____

Notice Address:

Company Name _____

Contact Name _____

Address _____

_____

Telephone _____

Fax _____

E-Mail _____

SCHEDULE A

REFERENCE STATION SPECIFICATIONS

In order for a Reference Station to be considered for inclusion into the RTK Network, it must meet the following specifications.

1. Reference Station must use a Trimble Zephyr GNSS Antenna.
2. Reference Station location must have High Speed Internet available.
3. Reference Station location must be free of Multi Path problems.
4. Reference Stations that are being installed must be Trimble NetR9 receivers.
5. Reference Station location and installation must be reviewed and approved by WDS.

SCHEDULE B

VRS ROVER SPECIFICATIONS

VRS Rovers must be Trimble Receivers.
Please list the model number and serial number of your Trimble VRS Rover(s) operating in the VRS Network. List both the GPS and Handheld Data Collector information below.

Receiver Model	Receiver Serial No.	Handheld Model	Handheld Serial No.

AI -51757 **13.**

DRAINAGE DISTRICT

Meeting Date: 10/13/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Approval to exercise District's option to terminate Work Authorization No. 4-Pct. 4 Rural Development Projects-Bandera Area Drainage (under Article 3.4-Termination of Agreement) as stated in the current Agreement for Professional Engineering Services with DOS Logistics, Inc. for Pct.4 Rural Development Projects-Hoehn Road/Bandera Area Drainage Improvements by providing/forwarding a thirty (30) day written notice of termination.

B. Approval to exercise District's option to terminate (under Article 3.4-Termination of Agreement) as stated in the current Agreement for Professional Engineering Services with DOS Logistics, Inc. for Pct.4 Rural Drainage Development La Blanca Area Drainage Improvements by providing/forwarding a thirty (30) day written notice of termination for Agreement and related work authorizations.

BACKGROUND

Fiscal Impact

Attachments

Agreement-DOS Logistics Inc.
WA#4-Bandera
WA#4-Bandera-Notice to Cease Work
Agreement-Dos Logistics La Blanca
SA#1 to Agreement -La Blanca
WA#1-Basic Engineering Services La Blanca
WA#2-Surveying Services-La Blanca
WA#3-GeoTechnical Services-La Blanca
La Blanca Drainage Improvements-Notice to Cease Work

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/09/2015 11:31 AM

Form Started By: Claudette Guerrero Started On: 10/09/2015 10:31 AM

Final Approval Date: 10/09/2015

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1 Termination Date. This Agreement shall terminate on 09/09/2017 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. Method of Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

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

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

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

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

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

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

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

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

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

17.3 Standard of Care

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENGINEER:

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the 9th day of Sept., 2014.

ENGINEER:

BY: _____ P.E.

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 9/9/14

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

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

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

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

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

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

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

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

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

Public Meetings

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

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

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

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

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

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

Management:

I. ENGINEERING MANAGEMENT *(EM)*

(A) Preliminary Project Planning and Development

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

(B) Preliminary Engineering

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

(C) Final Design

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

(D) Construction Management

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

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

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

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

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

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

I. ENGINEERING MANAGEMENT *(EM)*

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

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

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

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

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

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

(4) Subcontract Administration.-The Engineer shall initiate, execute and monitor all subcontracts for the duration of the Project. The Engineer shall advise and/or provide recommendations to the Owner, as the Project progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

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

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

(B) Preliminary Engineering. The Engineer will ultimately deliver the final recommendations for the design of the project. (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The Engineer shall ***manage*** and coordinate the activities of the Project Team in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of Project information and status to the **Owner** and Project Team throughout the development of the project. Specific ***management*** tasks to be provided by the Engineer will include:

(1) **Preliminary Concept Conference.** The Engineer will coordinate and conduct a preliminary concept conference (PCC) with the Owner, and, any other, stakeholders approved by Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the "Preliminary Engineering Report", identify existing conditions and design requirements, and present the approach to the development of the report for approval by the owner. The engineer will develop the report for project limits as follows: The control structure is to be located about ¼ mile north of Canton Road and about one mile ease of N. Tower Road in Alamo, Hidalgo County, Texas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Right of Entry: It will be the responsibility of the Engineer to secure written permission to enter private property for purposes of recom/survey, environmental and engineering investigations. The Engineer will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the Engineer, the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the Project, a base map background will be provided to the Engineer through the *Owner.*

(c) The Owner shall provide primary Project control for field surveying by establishing horizontal and vertical control points, and the Engineer shall establish secondary Project control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:

(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

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

(A) Preliminary Engineering. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the Engineer will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by **the Owner.**

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

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

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

(2) **Data Collection**

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

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

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements. ***Land Records:***

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning (viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping ***Engineering***
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

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

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

(4) Hydrologic Analysis

(a) The Engineer shall review and comment on the hydrologic analyses of the Bandera drainage area,

(b) The Engineer shall review and comment on the comparison of peak flow rates, identified in the Bandera drainage area, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) Hydraulic Analysis

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

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

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

(d) The Engineer shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the "terrain TIN atidtreating a3-dimensional cross-section theme.

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

(f) The Engineer will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures, 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

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

(6) Alternate Solutions **and Recommendations**

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

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

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

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

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

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

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

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

(3) Drainage Design

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

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

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

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

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

(d) Plan Sheets. Plan sheets developed by the Engineer shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project.)**

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by **the Engineer,** but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(I) Estimates. The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

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

(1) Construction Bidding

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

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

(2) Project Site Representation

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

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

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

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

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

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

(3) **Miscellaneous Technical Activities**

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

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

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

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

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

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

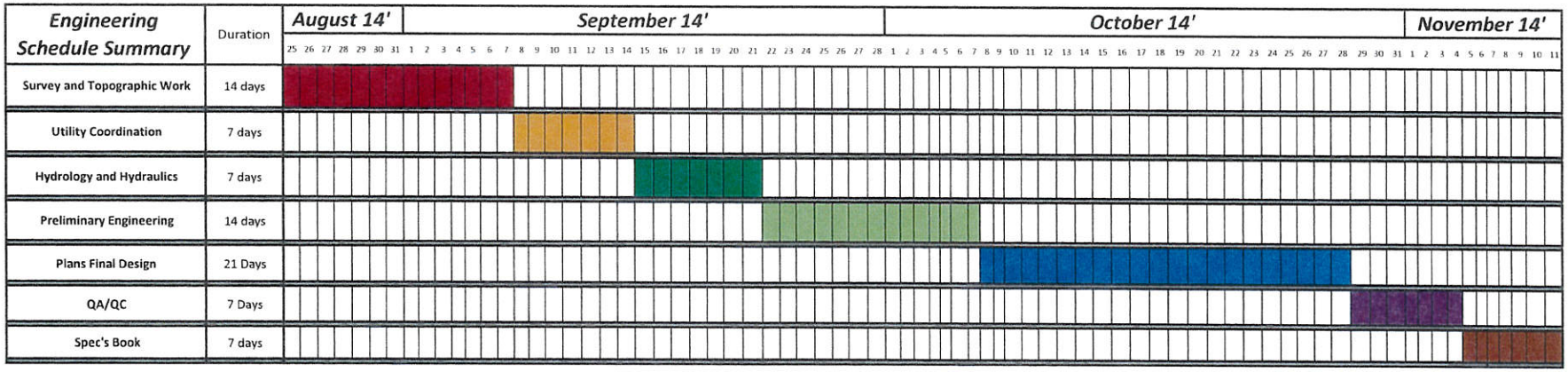
(4) Final Acceptance

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

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

EXHIBIT "C"
WORK SCHEDULE

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



DL, INC.
DOS LOGISTICS, INC.

DOS LOC CS, INC.

EXH "D"
FEE BR DOWN

9/4/2014

PROJECT	EST CONST COST	ENGINEERING FEE - 8.5%	SURVEYING FEE - 2.5 % (SUB-CONSULTANT, DLS)	GEOTECHNICAL FEE (LS) (NOT INCLUDED)	SUBTOTAL
HIDALGO COUNTY PCT. No. 4 -RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS	$ 456,607.50	$ 38,811.00	$ 11,415.19	$ 7,750.00	$ 514,583.69
FEE GRAND TOTAL					$ 514,583.69

La Blanca Subdivision
Drainage Improvements

HIDALGO COUNTY PCT. 4 / HCDD N. 1

DL, INC.
DOS LOGISTICS, INC.

PROJECT: Hidalgo County Drainage District No. 1

CLIENT: CITY OF LA BLANCA

GENERAL DESCRIPTION: La Blanca Drainage

DATE: Tuesday, August 12, 2014

BY: OSCAR CANCINO, P.E.

Common Items:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
1	Sediment Control Fence	2,900	LF	$ 5.00	$14,500.00
2	Hydro mulch Seeding	46,300	SY	$ 1.50	$69,450.00
3	Ditch Excavation by Irrigation Canal	5,200	CY	$ 8.00	$41,600.00
4	48" Diameter Reinforced Concrete Pipe CL III	160	EA	$ 120.00	$19,200.00
5	Intake Structure	2	EA	$ 5,500.00	$11,000.00
6	Syphon Pump	1	LS	$ 215,000.00	$215,000.00
7	24" Steel Force Main SCH 80 Heavy Duty	132	LF	$ 150.00	$19,800.00
8	Reinforced Concrete Head Wall	1.00	EA	$ 6,500.00	$6,500.00
				Project No. 1 Sub total:	*$397,050.00*
				Contingency 15%	*$59,557.50*
				Estimated Project Cost:	**$456,607.50**

DOS LOGISTICS, INC.

EXHIBIT "D"

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

		Principal	Project Manager	Sr. Engineer	Project Engineer	Engineer	Senior Designer	Designer	Tech III	Clerical	
	Contracted Rates	$ 288.72	$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION										
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION										
	A) Coordinate, Execute and Administer Work Authorization		4		4					2	
	B) Progress Reports and Invoices		2		4					4	
	C) Meetings (Hidalgo County, Stakeholders)		2		4					2	
	TASK 145 SUBTOTAL		8		12					8	
TASK 161											
	Task 161.01 - DESIGN CRITERIA COORDINATION										
	PS&E		2		6		4				
	Tasl 161.01 SUBTOTAL		2		6		4				
	TASK 161.02 - HYDROLOGIC ANALYSIS				8	10					
	TASK 161.02 SUBTOTAL				8	10					
	TASK 161.03 - HYDRAULIC ANALYSIS				8	10					
	TASK 161.03 SUBTOTAL				8	10					
	TASK 161.04 - PLAN PREPARATION										
	Create Existing Contours								2		
	Create Drainage Area Map										
	Create Preliminary Design				2	6	6				
	Create Proposed Crossections						4		6		
	Create Existing and Proposed Typical Sections						4		6		
	Prepare Utilities and Drainage Sheets				2		4		24		
	Prepare E&Q Tables						4		12		
	Prepare Details and Standard Sheets						4		12		
	QA/QC		4.836		2	6	4		12		
	Prepare Specification Book		2		4	8					
	TASK 161.04 SUBTOTAL		7		10	20	30		74		
	TASK 310.0 - CONSTRUCTION SUPERVISION										
	Inspection				6						
	Submittal / Shop Drawing Review				4						
	Pay Application Processing				3						
	TASK 310.0 SUBTOTAL				13						
	TASKS SUBTOTAL		17		57	40	34		74	8	
	TOTAL HOURS (DOS Logistics)		24.836		57	40	34		74	16	
	Contracted Rates		$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
	Total Labor Cost		$6,343		$11,381	$6,501	$5,852		$7,396	$1,337	
	Total		$38,811								
	GEO-TECH NOT INCLUDED										

EXHIBIT "D1"

DL, INC.
DOS LOGISTICS, INC.

Contract Rate Schedule

Dos Logistics, Inc

LABOR:

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

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

NON-LABOR:***

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

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES
CONTRACT # _____

WORK AUTHORIZATION NO. 1

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

PART 1. SCOPE OF WORK

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

See Attached "Exhibit B" for detailed Scope of Services for the Roadway Improvements as it relates to the Hidalgo County Pct. 4 – Rural Drainage Development La Blanca Area Drainage Improvements

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 38,811.00 . This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

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

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Dos Logistics, Inc. **as to content and detail of this Work Authorization No. 1.**

BY: _____

Eric C. Ybarra, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

_____

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

THE OWNER:

_____

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

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

_____

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

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

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

A. AGREEMENT

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

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

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

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

ENGINEER:

BY: _____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

BY: _____

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct.4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

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

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

A. AGREEMENT

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

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

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

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

ENGINEER:

BY: _____, P.E.

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

BY: _____

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "D1"

Dos Land Surveying

Contract Rate Schedule

DOS Land Surveying

LABOR:

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

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

NON-LABOR:***

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

PROJECT FEE FO)ALGO COUNTY PCT. 4
RURAL DRAINAGE DEVELOPMENT LA ANCA AREA DRAINAGE IMPROVEMENTS
PROJECT FEE ESTIMATE

Confidential Information

CLIENT: Dos Logistics Inc
PROJECT: La Blanca_Design Survey DATE: 7/23/2014

ID	ACTIVITY	HOURS						$			
		CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
I. Design Surveys											
1.01	Perform 200' X-sections of drainage ditch	40			2			5,894.80	-	-	5,894.80
1.02	Detail drainage structures	8			1			1,248.20	-	-	1,248.20
1.03	Cadd_ Drafting_		16		1			1,261.00	-	-	1,261.00
1.04	Locate ditch r.o.w.	4			4			1,028.00	-	-	1,028.00
								-	-	-	-
								-	-	-	-
								-			
								-			
								-			
								-	-	-	-
								-			
								-			
								-			
								-			
								-	-	-	-
											-
											-
	CONTINGENCY								-	-	-
999	SUBTOTAL	52	16	0	8	0	0.00	9,432.00	-	-	9,432.00
TOTAL		52	16	0	8	0	0.00	9,432.00	-	-	9,432.00

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

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

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

A. AGREEMENT

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

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

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

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

ENGINEER:

BY: _____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

BY: _____

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXBHIBIT "D1"

RABA KISTNER
CONSULTANTS

Contract Rate Schedule

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

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

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

EXHIBIT "D"

PROJECT FEE FOR HIDALGO COUNTY PCT. 4
RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS

ATTACHMENT I

GEOTECHNICAL ENGINEERING STUDY
ESTIMATE WORKSHEET FOR: PORTABLE EMERGENCY RELEASE PUMP STATION STRUCTION - LA BLANCA
Date: Thursday, July 24, 2014

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

PROPOSAL NO.: PMA14-063-00

ATTN: OSCAR CANCINO, PE
PRINCIPAL

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

FIELD OPERATIONS		**QUANTITY**		**UNIT PRICE**	**TOTAL**
Mobilization of Drill Rig		1	l.s.	$225.25	$225.25
Drilling/Sampling	stnd drilling	70	l.f.	$11.50	$805.00
Drilling/Sampling	mud rotary	30	l.f.	$15.50	$465.00
Trip Charge		49	mile	$1.00	$49.00
Field Coordination		1	hrs.	$110.00	$110.00
Boring Layout & Travel Time		2	hrs.	$47.75	$95.50
Logger		10	hrs.	$47.75	$477.50
Plugging the holes		100	ft	$5.25	$525.00
				Field Operations Subtotal:	$2,752.25

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

ENGINEERING AND REPORT	**QUANTITY**		**UNIT PRICE**	**TOTAL**
Geotechnical Engineer (PE)	1	hrs.	$161.00	$161.00
Jr. Geotechnical Engineer (EIT)	12	hrs.	$110.00	$1,320.00
Drafting	1	hrs.	$88.50	$88.50
Secretary/Word Processor (NS)	3	hrs.	$49.00	$147.00
			Engineering and Report Writing Subtotal:	$1,716.50
			TOTAL:	$7,750.00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

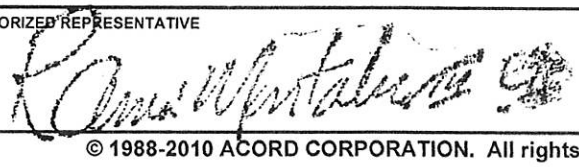
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: MP0042012000779

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Requied by written contract for each Addititional Insured endorsement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER:MP0042012000779

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where Requied by written contract for each Addititional Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008
INSURED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/10/2014

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

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company, LTD	
INSURER B: Progressive County Mutual Ins.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES **CERTIFICATE NUMBER:** CL1491001504 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			61UECZE7863	8/20/2014	8/20/2015	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
				03244013-0	8/20/2014	8/20/2015	COMBINED SINGLE LIMIT	$ 1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Hidalgo County Pct. 4 -Rural Drainage Development La Blanca Area Drainage Improvements

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MONTALVO INS AGCY
208 S TEXAS BLVD
WESLACO, TX 78599

PROGRESSIVE®

Named insured

DOS LOGISTICS INC
1002 EAST EXPRESSWAY 83
WESLACO, TX 78596

Policy number: 03244013-0
Underwritten by:
Progressive County Mutual Ins Co
August 19, 2014
Policy Period: Aug 20, 2014 - Aug 20, 2015

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

1-956-968-5521
MONTALVO INS AGCY
Contact your agent for personalized service.

1-800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage begins the later of August 20, 2014 at 12:01 a.m. or at the time your application is executed on the first day of the policy period . This policy period ends on August 20, 2015 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852TX (02/07), 1652TX (05/07), 1890 (03/08), 1891 (03/08), Z528TX (03/07), Z313 (05/07), 4852TX (03/07), 4881TX (06/11) and Z228 (01/11).

The named insured organization type is a corporation.

Automobile Burglary/Theft Prevention Authority Fee

Notice: A fee of $6.00 is payable in addition to the premium due under this policy. This fee partially or completely reimburses the insurer, as permitted by 28 TAC §5.205, for the $2.00 fee per motor vehicle per year required to be paid to the Automobile Burglary and Theft Prevention Authority under Vernon's Annotated Revised Civil Statutes of the State of Texas, Article 4413(37), §10, which was effective on June 6, 1991, and revised effective September 1, 2011.

Continued

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Hired Auto Liability To Others			
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Employer Non-Owned Auto Liability To Others			
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	$100,000 combined single limit		
Uninsured Motorist Property Damage	Included in combined single limit	$250	
Personal Injury Protection	$2,500 each person		
Comprehensive			
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			
See Auto Coverage Schedule	Limit of liability less deductible		
Roadside Assistance			
See Auto Coverage Schedule			
Subtotal policy premium			
Automobile Burglary/Theft Prevention Authority Fee			
Total 12 month policy premium and fees			

Number of Employees: (0-10)
Cost of Hire: $5,000 or less (if any)

Auto coverage schedule

1. **2013 Mercedes-Benz G550**
   VIN: WDCYC3HFXDX202730
   Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
   Garaging Zip Code: 78537 Radius: 50

2. **2013 Merz G63 Amg**
   VIN: WDCYC7DF6DX206187
   Stated Amount: *$100,000 (including Permanently Attached Equip)
   Garaging Zip Code: 78537 Radius: 50

3. **2001 Mercedes-Benz S500**
   VIN: WDBNG75J31A191984
   Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
   Garaging Zip Code: 78537 Radius: 50

This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

COMMON POLICY DECLARATIONS

THE HARTFORD

POLICY NUMBER: 61 UEC ZE7863 DX
RENEWAL OF: 61 UEC KO4021

Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

DOS LOGISTICS INC

1002 E EXPRESSWAY 83
WESLACO , TX 78596
(HIDALGO COUNTY)

Policy Period: **From** 08/20/14 **To** 08/20/15
12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium:

Coverage Part and Insurance Company Summary	**Advance Premium**
COMMERCIAL AUTO SENTINEL INSURANCE COMPANY, LIMITED ONE HARTFORD PLAZA HARTFORD , CT 06155	
TEXAS ABTPA FEE	

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 IH99400409 IH99410409 IL00210908 HA00250614

Agent/Broker Name: TRYTON INSURANCE GROUP LLC/PHS

Countersigned by (Where required by law) Susan L. Castaneda Authorized Representative 08/11/14 Date

Form HM 00 10 01 07

POLICY NUMBER: 61 UEC ZE7863

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as "covered autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
COVERED AUTOS LIABILITY	07, 08, 09	$ 1,000,000	$
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	07	Separately stated in each Personal Injury Protection Endorsement.	$
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS		$ Each Insured or the limit separately stated for each "auto" in ITEM THREE.	
UNINSURED MOTORISTS	07	$ SEE FORM HA2102 OR STATE FORM(S)	$
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)		$	

POLICY NUMBER: 61 UEC ZE7863

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	$
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus $ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	$
TOWING AND LABOR		$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	

Endorsement Premium
(Not included above)

TOTAL ADVANCE PREMIUM: $

POLICY NUMBER: 61 UEC ZE7863

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.
FORM HA0012 ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE
RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each $100 Cost of Hire	Advance Premium
	IF ANY		$

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM: $

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners		$
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: $

SCHEDULE OF COVERED AUTOS YOU OWN
(ITEM THREE OF THE DECLARATIONS)

POLICY NUMBER: 61 UEC ZE7863

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00001	04 DODGE			ID NO. 1D7HA16N64J295345
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00002	07 GMC	SUV		ID NO. 1GKFK130X7R156501
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00003	05 DODGE			ID NO. 1D3HA16N75J612729
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00004	07 ROVER			ID NO. SALMF13487A257618
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00005	07 DODGE			ID NO. 1D7HU18PX7S247092
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00006	07 DODGE			ID NO. 1D7HU18P47S247413
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00007	07 DODGE			ID NO. 1D7HU18P07S247411
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00008	07 DODGE			ID NO. 1D7HU18PX7S247416
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00009	08 ROVER			ID NO. SALMF13468A293521
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00010	08 DODGE			ID NO. 1D7HA18N08J236505
GARAGED: DONNA			TX TERR: 057	CLASS: 01499
NO. 00011	85 FORD	VAN		ID NO. 1FDNK74N7FVA66535
GARAGED: WESLACO			TX TERR: 057	CLASS: 31489
NO. 00012	12 DODGE	SUV		ID NO. 1C4SDHDT5CC308476
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499
NO. 00013	13 DODGE			ID NO. 1C6RR7FP9DS543603
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499
NO. 00014	12 FORD	VAN		ID NO. 1FBNE3BL2CDA18565
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499
NO. 00015	12 FORD			ID NO. 1FT7W2BT1CEA06512
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499
ORIG. COST NEW: $ 35,000				
NO. 00016	13 FORD			ID NO. 1FTFW1CFXDKD95166
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499

HCDD#1

HIDALGO COUNTY DRAINAGE DISTRICT

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

PURCHASE ORDER

Date	Number
3/19/2014	624357

Attention:

Vendor Address:
DOS LOGISTICS, INC
P.O. BOX 8337
WESLACO, TX 78599

Shipping Address: 902 N. Doolittle
Edinburg, TX 78542

PCT #4 RURAL DEVELOPMENT PROJECT-BANDERA AREA DRAINAGE. W/A #4 ENGINEERING SERVICES. APPROVED BY B.O.D. 2-11-14

Shipping Method:

VENDOR NOTES
1. DO NOT ADD TO, ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

Item Code	Description	GL Code	Dist... Code	Quantity	Unit Price	Total	Date Received
TAS...	PROJECT MANGEMENT/ADMNISTR...	43340	365	1.00	3,000.00	3,000.00	
TAS...	DESIGN CRITERIA COORDINATION	43340	365	1.00	6,880.00	6,880.00	
TAS...	HYDROLOGIC ANALYSIS	43340	365	1.00	6,360.00	6,360.00	
TAS...	HYDRAULIC ANALYSIS	43340	365	1.00	7,683.72	7,683.72	
TAS...	PLAN PREPARATION	43340	365	1.00	5,461.00	5,461.00	

Purchase Order Total: $29,384.72

Vendor Name DOS LOGISTICS, INC 3/19/2014 624357

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
TASK 145	PROJECT MANGEMENT/ADMNISTRATION	HRS 28	1.00	3,000.00	3,000.00
TASK 160.01	DESIGN CRITERIA COORDINATION	HRS 22	1.00	6,880.00	6,880.00
TASK 160.02	HYDROLOGIC ANALYSIS	HRS 16	1.00	6,360.00	6,360.00
TASK 160.03	HYDRAULIC ANALYSIS	HRS 16	1.00	7,683.72	7,683.72
TASK 160.04	PLAN PREPARATION	HRS 133	1.00	5,461.00	5,461.00

Purchase Order Total: $29,384.72

Authorized By: Lou Bruno

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 4

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

PART 1. SCOPE OF WORK

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

See attached Exhibit B for a detailed Scope of Services for the Bandera Area Drainage Improvements as it relates to the Pct. 4 Rural Development Projects - Hoehn Rd/Badera Area Drainage Improvements

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $29,384.72 . 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, 6, and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:
Account No. 14-133-433-365-43340-040-002
Requisition Number 624357

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 DOS Logistics, Inc. as to content and detail of this Work Authorization No. 4.

BY: _____

Eric C. Ybarra, CEO/President

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

_____

Eric C. Ybarra, CEO/President
DOS Logistics, INC

THE OWNER:

Ramon Garcia

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

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

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 2/11/14

EXHIBIT "A"

Services to be provided by the Owner

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

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

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

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

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

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

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

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

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

Public Meetings

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

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

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

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

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

Bandera Area Drainage Improvements

INDEX

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

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development
- (1) Project Development Schedule
- (2) Quality Control/Quality Assurance Program
- (3) Subcontract Administration
- (4) Management/Coordination of Engr. Activities

(B) Preliminary Engineering
- (1) Preliminary Concept Conference
- (2) Managerial/Coordination of Engr. Activities
- (3) Preparation of *"Preliminary Engineering Report"*
- (4) Coordination with all Reviewing Agencies

(C) Final Design
- (1)*"Design Policy & Procedures Manual"*
- (2) Design Concept Conference
- (3) Management/Coordination of Engr.Activities

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(A) Preliminary Engineering
- (1) Preliminary Field Surveying
- (2) Data Collection
- (3) Hydrologic Analysis
- (4) Hydraulic Analysis
- (5) Alternate Solutions & Recommendations

III. PRELIMINARY ENGINEERING & DESIGN

(A) Final Design
- (1) Permitting
- (2) Drainage Design
- (3) Plans, Specifications, and Estimates (PS&E)

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

Management:

I. ENGINEERING MANAGEMENT *(EM)*

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Quality Control / Quality Assurance Program	***Basic***
(3) Subcontract Administration	***Basic***
(4) Management / Coordination of Engineering Activities	***Basic***

(B) Preliminary Engineering

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

(C) Final Design

(1) *"Design Policy & Procedures Manual"*	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(A) Preliminary Engineering

(1) Preliminary Field Surveying	Provided by Owner
(2) Data Collection	Basic
(3) Hydrologic Analysis	Basic
(4) Hydraulic Analysis	Basic
(5) Alternate Solutions & Recommendations	Basic

Engineering:

III. PRELIMINARY ENGINEERING, & FINAL DESIGN

(A) Final Design

(1) Permitting	Basic
(2) Drainage Design	Basic
(3) Plans, Specifications, and Estimates (PS&E)	Basic

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

I. ENGINEERING MANAGEMENT *(EM)*

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

For these services, the Engineer shall manage the Project Team, consisting of various sub-providers, in the development of the Project as defined and more particularly described in EXHIBIT "131" attached to this Agreement. The services will include the following:

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

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

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

(3) Subcontract Administration.-The Engineer shall initiate, execute and monitor all subcontracts for the duration of the Project. The Engineer shall advise and/or provide recommendations to the Owner, as the Project progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

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

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

(1) Preliminary Concept Conference.The Engineer will coordinate and conduct a preliminary concept conference (FCC) with the Owner, and, any other, stakeholders approved by and Owner. At the FCC,

the Engineer will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report",*** identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner.**

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

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

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

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

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

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
Specifications

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

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

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

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Hidalgo County Drainage District No.1 or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved Hidalgo County Projects.

2. Perform interviews with Precinct No.4 staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain Hydrologic data for Drainage System Design.

4. Develop drainage system designs, including cost data, pavement repair, and collection of runoff drainage.

5. Identify preliminary alignments; develop Utility and Drainage Profiles.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

III. PRELIMINARY ENGINEERING & DESIGN

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

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation/AutoCAD System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use Standard Specifications for Construction and Maintenance. Other specifications may be developed by the Engineer, but must incorporate, reference to standard requirements of design & testing procedures by Hidalgo County Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Drainage Design

The Engineer will prepare the drainage system design for the Project or portions of the Project as authorized by the Owner. The drainage system design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Drainage design will include:

1) Geometric Design –Vertical alignment, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical drainage sections through vertical alignment determination.

3) Grading design – existing and design cross sections, cut/fill quantities and culvert analysis.
4) Earthwork Quantities – obtained from drainage design.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

PS&E Supporting Documents

1. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, as well as any general notes that may be applicable to each PS&E submission.

2. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

3. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

Engineering Schedule Summary	Duration	2013		2014												2015				
		Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May
Survey and Topographic Work	75 days																			
Utility Coordination	21 days																			
Hydrology and Hydraulics	75 days																			
Preliminary Engineering	45 days																			
Plans Final Design	60 Days																			
QA/QC	7 Days																			
Spec's Book	21 days																			

DL, INC.
DOS LOGISTICS, INC.

DOS LO , INC.

EXHIBIT
PROJECT FEE FOR
DRAINAGE IMPROVEMENTS FOR BANDERA AREA

		Survey Crew	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Tech III	Clerical
	Contracted Rates	$ 169.00	$ 220.00	$ 200.00	$ 172.00	$ 159.00	$ 149.00	$ 139.00	$ 86.00	$ 72.00
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION									
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION									
	A) Coordinate, Execute and Administer Work Authorization			2						
	B) Progress Reports and Invoices			2	4	4				
	C) Meetings (Hidalgo County, Utility Companies)			2	4	4			6	
	TASK 145 SUBTOTAL			6	8	8			6	
TASK 160										
	Task 160.01 - DESIGN CRITERIA COORDINATION									
	PS&E			2	4	4		6.27855	6	
	Tasl 160.01 SUBTOTAL			2	4	4		6	6	
	TASK 160.02 - HYDROLOGIC ANALYSIS			2	4	4		5.5		
	TASK 160.02 SUBTOTAL			2	4	4		6		
	TASK 160.03 - HYDRAULIC ANALYSIS			2	4	4		5.5		
	TASK 160.03 SUBTOTAL			2	4	4		6		
	TASK 160.04 - PLAN PREPARATION									
	Create Existing Contours				2	2		4	6	
	Create Drainage Area Map				2	2		4	6	
	Create Preliminary Design				2	2		4	6	
	Create Proposed Crossections				2	2		4	6	
	Create Existing and Proposed Typical Sections				2	2		4	6	
	Prepare Utilities and Drainage Sheets				2	2		4	6	
	Prepare E&Q Tables				2	2		4	6	
	Prepare Details and Standard Sheets				2	2		4	6	
	QA/QC			1.5	2	2		2	3.5	
	Prepare Specification Book			1.5	2	2		4		
	TASK 160.04 SUBTOTAL			3	20	20		38	52	
	TOTAL HOURS (DOS Logistics)			15	40	40		55	64	
	Contracted Rates	$ 169.00	$ 220.00	$ 200.00	$ 172.00	$ 159.00	$ 149.00	$ 139.00	$ 86.00	$ 72.00
	Total Labor Cost	$ -	$ -	$ 3,000.00	$ 6,880.00	$ 6,360.00	$ -	$ 7,683.72	$ 5,461.00	$ -
	Total Engineering (7.5%)	$ 29,384.72								
	TASK 160.05 - TOPOGRAPHIC SURVEY									
	Find Control Points	8							12	
	Basic Topographic Survey	12							12	
	ROW and Easement Recovery	12				8			12.22	
	TASK 160.05 SUBTOTAL	32				8			36	
	TOTAL HOURS (DOS Logistics)	32				8			36.22	
	Contracted Rates	$ 169.00	$ 220.00	$ 200.00	$ 172.00	$ 159.00	$ 149.00	$ 139.00	$ 86.00	$ 72.00
	Total Labor Cost	$5,408				$1,272			$3,115	
	Total Surveying (2.5%)	$9,794.92	$9,795							
	GEO-TECH (PROVIDED BY TSI)	$ 2,640.00								
	Total	$ 41,819.64								

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

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

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

WHEREAS, it has become necessary to amend the contract to

A. <u>AGREEMENT</u>

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

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

---

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

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

OWNER: **ENGINEER:**

BY: _____ **BY:** _____

ATTACHMENTS:

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

SPECIAL MEETING - February 11, 2014

BE IT REMEMBERED, that on this 11th day of February A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
February 11, 2014
9:00 A.M.

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

1. **Roll Call**

All members of the Board were counted present.

2. **Open Forum**

Virginia Townsend thought it would be a good idea to hire a Drainage District Director soon.

Stewart Skloss, licensed professional engineer, wanted more information on money spent on the Drainage District Director.

3. **Approval of Consent Agenda**

The Court moved to approve the Consent Agenda for the exception of Item 5 to be pulled for discussion.

4. **AI-43019** Requesting approval for Board to rank/select engineer from the District's "Engineering Pool" for Roadway System off site drainage improvement, as it relates to ICA with the RMA, approved December 20, 2013.

Mr. Garza stated the precincts will be responsible for the selections and the Board will then concur/not concur with the selections.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

5. **AI-43079** Requesting approval to exercise the Districts option to renew RFQ No. 11-005-02-23 "Independent Financial Audit Services" with Burton McCumber & Cortez, LLP for Fiscal/Calendar years 2013 and 2014.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

6. **AI-43058** A.) Requesting approval to accept proposal from AAMECC, LLC in the amount of $3,435.00; to provide Asbestos Consulting Services for HCDD1 owned building former Pct. 4 office through the Districts Membership with The Interlocal Purchasing System Program (TIPS) TX-998-277.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B.) Requesting approval to advertise for the following:

1.) RFB No.: HCDD1-14-005-03-12 "Hauling Services Stone Rip Rap"
2.) RFQ No.: HCDD1-14-006-03-13-A "Real Estate Appraisal Services-Pool"
3.) RFQ No.: HCDD1-14-007-03-13-B "Professional Survey Services-Pool"

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

At this time, Commissioner Joseph Palacios stepped away from the meeting.

C.) 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 requiring said services as set forth in the requirements stated in RFQ No. HCDD1-14-002-01-29 "PROFESSIONAL ENGINEERING SERVICES-POOL"

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D.) Requesting approval to exercise the District's option to renew Agreement No.: HCDD1-13-008-02-05 "Reinforced Concrete Pipe / Box Culverts; for one (1) year under the same rates, terms and conditions.

NO ACTION taken on this Item.

2013 BOND SERIES

E.) Request approval of Supplemental Agreement No. 1 from Tedsi Infrastructure Group, Inc. to Work Authorization No. 13 under the J-09 Agreement for Professional Engineering Services in the amount of $348,408.00; to provide revisions to Pct.4- Phase I and Phase II J-09 Project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Commissioner Joseph Palacios joined the meeting.

F.) Request approval of Supplemental Agreement No. 2 from R. Gutierrez Engineering Corp. to Work Authorization No.1 under the Alamo Expressway Drain/Crossing Agreement for Professional Engineering Services in the amount of $8,767.00; to provide

Geo-Tech services for Pct. 2- Rancho Blanco Road and El Gato Road.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

At this time, the Board recessed to open the Commissioners' Court meeting.

G.) Presentation of scoring grid (for the purpose of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Professional Engineers in connection with Professional Engineering Services required for "Pct.4 Rural Drainage Development-FM 2812 / FM 493 Area Drainage Improvements".

FIRM NAME:	SCORE:	RANK:
DOS LOGISTICS, INC	98	1
M. GARCIA ENGINEERING, LLC	95	2
NAISMITH ENGINEERING, INC	94	3

Commissioner Joseph Palacios stepped away from the meeting.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

H.) Requesting approval for the Hidalgo County Drainage District No.1 to negotiate Agreement for Professional Engineering Services with the number one ranked firm of DOS LOGISTICS, INC. ; for the provision of Engineering Services for "Pct.4 Rural Drainage Development-FM 2812 / FM 493 Area Drainage Improvements"

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

I.) Presentation of scoring grid (for the purpose of ranking by the HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Professional Engineers in connection with Professional Engineering Services required for "Pct.4-Rural Drainage Development-Kenyon / Mile 17 ½ Area Drainage Improvements".

FIRM NAME:	SCORE:	RANK:
LEMC, LLC	98	1
BUILDING TRANSPORTATION INFRASTRUCTURE, INC	95	2
URBAN INFRASTRUCTURE GROUP, INC	92	3

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

J.) Requesting approval for the Hidalgo County Drainage District No.1 to negotiate

Agreement for Professional Engineering Services with the number one ranked firm of LEMC, LLC ; for the provision of Engineering Services for "Pct.4-Rural Drainage Development-Kenyon / Mile 17 ½ Area Drainage Improvements".

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

K.) Requesting approval of Work Authorization No. 1 from DOS Logistics, Inc. in the amount of $92,575.22 as it relates to Engineering Services for "Pct.4-Rural Drainage Development Hoehn Road". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

L.) Requesting approval of Work Authorization No. 2 from DOS Logistics, Inc. in the amount of $30,858.41 as it relates to Survey Services for "Pct.4-Rural Drainage Development Hoehn Road". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

M.) Requesting approval of Work Authorization No. 3 from DOS Logistics, Inc. in the amount of $2,640.00 as it relates to Geo-Tech Services for "Pct.4-Rural Drainage Development Hoehn Road". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

N.) Requesting approval of Work Authorization No. 4 from DOS Logistics, Inc. in the amount of $29,384.72 as it relates to Engineering Services for "Pct.4-Rural Drainage Development Bandera Area". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

O.) Requesting approval of Work Authorization No. 5 from DOS Logistics, Inc. in the amount of $9,794.71 as it relates to Survey Services for "Pct.4-Rural Drainage Development Bandera Area". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by

COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

P.)Requesting approval of Work Authorization No. 6 from DOS Logistics, Inc. in the amount of $2,640.00 as it relates to Geo-Tech Services for "Pct.4-Rural Drainage Development Bandera Area". Professional Agreement approved by HCDD1 Board of Directors on January 21, 2014.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

7. AI-43077 2013 BOND SERIES

A.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all specified requirements for RFB No. HCDD1-14-003-02-05 "Pct.4-West Main Drain Existing Weir Modification and Existing Concrete Culvert Slide Gate Control Structure Improvements"; Foremost Paving $146,100.00.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

At this time, Commissioner Joseph Palacios joined the meeting.

B.) Requesting approval to accept bid and approval to award Construction Contract to lowest bidder meeting all specified requirements for RFB No. HCDD1-14-004-02-05 "Pct.4-Edinburg Drain Stub - Out to South Main Control Structure"; Texas Cordia Construction $193,085.00.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

8. AI-43101 Discussion, consideration and action on creation of District Director

Judge Garcia stated members of the Court and Chiefs of Staff have been attempting at creating the position. They have come up with two different job discriptions as a starting point for the precincts to consider. The Board would like to see recommendations and all ideas presented.

NO ACTION taken on this Item.

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:

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

A. **Real Estate Acquisition**

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

C. **AI-43080** Claim of Dannenbaum Engineering

NO ACTION taken on Items 9.A - 9.C.

10. **Open Session:**

A. **Real Estate Acquisition**

NO ACTION taken on this Item.

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

NO ACTION taken on this Item.

C. **AI-43081** Claim of Dannenbaum Engineering

Proceed as Directed.

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

NO ACTION taken on this Item.

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

NO ACTION taken on this Item.

13. **Adjourn**

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 11th day of February, 2014

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Virginia Jones, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on February 11, 2014.

Signed this 11th day of February 2014

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Virginia Jones, Deputy

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

902 N. Doolittle Road Edinburg, TX 78542 (956)292-7080 Fax: (956)292-7084

May 12, 2015

Mr. Eric C. Ybarra
DOS Logistics, Inc.
1002 E. Expressway 83
Weslaco, TX 78596

RE: **Agreement for Professional Engineering Services-Pct.4 Rural Drainage Development Projects**
Work Authorization No. 4-PS&E for Bandera Area Improvements.
Notice to Cease Work

Mr. Ybarra,

Let this letter serve as confirmation of District's Request to Cease Work on Work Authorization 4-Bandera Area Improvements effective immediately. Per the instruction of Precinct 4; Commissioner Palacios, has decided to move forward with the original in-house plan proposed in 2012.

District's accounting records indicate zero activity for the project; should you have any billable work pending, please submit to our office at your earliest possible convenience.

Should you have any questions and/or concerns, please do not hesitate to contact our office at (956)292-7080.

Respectfully,
Hidalgo County Drainage District No. 1

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

CC: Lora Briones, Financial Officer

Certified Receipt No. 7004 2890 0003 3238 9013

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

Pct 4 RDD Project - Bandera Area Drainage Improvements

From : Raul Sesin <raul.sesin@hcdd1.org> Tue, May 12, 2015 07:28 PM

Subject : Pct 4 RDD Project - Bandera Area Drainage Improvements

To : Claudette Guerrero <claudette.guerrero@hcdd1.org> 1 attachment

Cc : Lora Briones <lora.briones@hcdd1.org>

Claudette, Please issue out a stop work order to Dos Logistics on the subject project. Commissioner Palacios has decided to move forward with the original plan that we had prepared in-house in 2012. Please make sure you state that we are moving forward with the original plans the County had developed for the area.

Any questions let me know.

Thanks,

Raul E. Sesin. PE, CFM
District General Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext 5801
Fax:(956)292-7089
raul.sesin@hcdd1.org

Raul Signature.png
34 KB

Certified Receipt No. 7004 2890 0003 3238 9013

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1 Termination Date. This Agreement shall terminate on 09/09/2017 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. Method of Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

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

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

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

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

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

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

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

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

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

17.3 Standard of Care

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENGINEER:

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the 9th day of Sept., 2014.

ENGINEER:

BY: _____ P.E.

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 9/9/14

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

By: _____

EXHIBIT "A"

Services to be provided by the Owner

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

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

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

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

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

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

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

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

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

Public Meetings

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

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

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

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

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

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

Management:

I. ENGINEERING MANAGEMENT *(EM)*

(A) Preliminary Project Planning and Development

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

(B) Preliminary Engineering

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

(C) Final Design

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

(D) Construction Management

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

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

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

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

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

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

I. ENGINEERING MANAGEMENT *(EM)*

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

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

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

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

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

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

(4) Subcontract Administration.-The Engineer shall initiate, execute and monitor all subcontracts for the duration of the Project. The Engineer shall advise and/or provide recommendations to the Owner, as the Project progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

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

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

(B) Preliminary Engineering. The Engineer will ultimately deliver the final recommendations for the design of the project. (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The Engineer shall ***manage*** and coordinate the activities of the Project Team in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of Project information and status to the **Owner** and Project Team throughout the development of the project. Specific ***management*** tasks to be provided by the Engineer will include:

(1) **Preliminary Concept Conference.** The Engineer will coordinate and conduct a preliminary concept conference (PCC) with the Owner, and, any other, stakeholders approved by Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the "Preliminary Engineering Report", identify existing conditions and design requirements, and present the approach to the development of the report for approval by the owner. The engineer will develop the report for project limits as follows: The control structure is to be located about ¼ mile north of Canton Road and about one mile ease of N. Tower Road in Alamo, Hidalgo County, Texas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Right of Entry: It will be the responsibility of the Engineer to secure written permission to enter private property for purposes of recom/survey, environmental and engineering investigations. The Engineer will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the Engineer, the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the Project, a base map background will be provided to the Engineer through the *Owner.*

(c) The Owner shall provide primary Project control for field surveying by establishing horizontal and vertical control points, and the Engineer shall establish secondary Project control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:

(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

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

(A) Preliminary Engineering. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the Engineer will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by **the Owner.**

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

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

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

(2) **Data Collection**

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

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

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements. ***Land Records:***

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning (viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping ***Engineering***
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

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

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

(4) Hydrologic Analysis

(a) The Engineer shall review and comment on the hydrologic analyses of the Bandera drainage area,

(b) The Engineer shall review and comment on the comparison of peak flow rates, identified in the Bandera drainage area, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) Hydraulic Analysis

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

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

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

(d) The Engineer shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the "terrain TIN atidtreating a3-dimensional cross-section theme.

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

(f) The Engineer will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures, 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

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

(6) Alternate Solutions **and Recommendations**

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

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

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

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

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

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

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

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

(3) Drainage Design

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

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

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

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

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

(d) Plan Sheets. Plan sheets developed by the Engineer shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project.)**

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by **the Engineer,** but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(I) Estimates. The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

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

(1) Construction Bidding

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

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

(2) Project Site Representation

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

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

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

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

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

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

(3) **Miscellaneous Technical Activities**

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

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

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

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

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

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

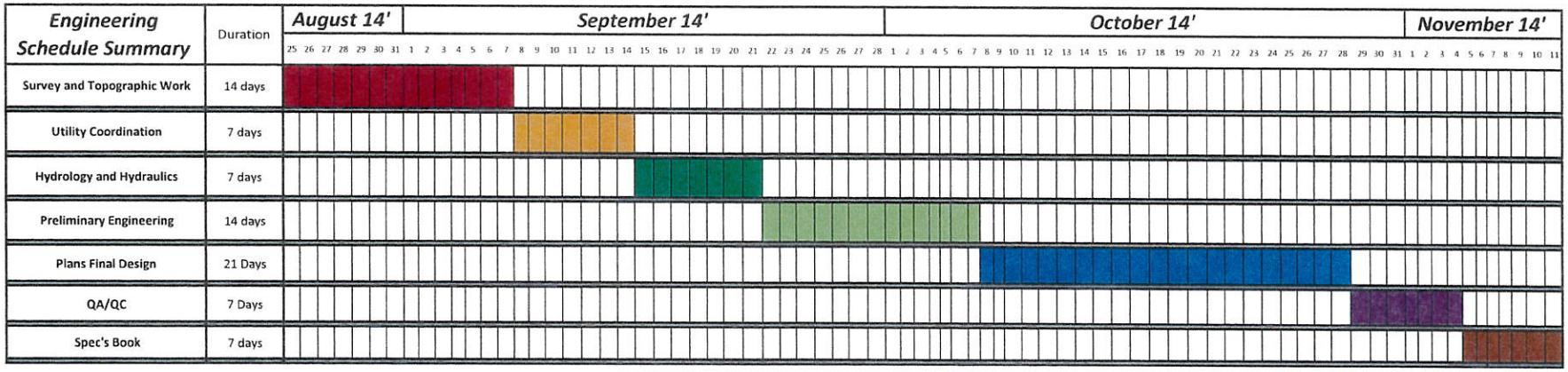
(4) Final Acceptance

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

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

EXHIBIT "C"
WORK SCHEDULE

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



DL, INC.
DOS LOGISTICS, INC.

DOS LOC CS, INC.

EXH "D"
FEE BR DOWN

9/4/2014

PROJECT	EST CONST COST	ENGINEERING FEE - 8.5%	SURVEYING FEE - 2.5 % (SUB-CONSULTANT, DLS)	GEOTECHNICAL FEE (LS) (NOT INCLUDED)	SUBTOTAL
HIDALGO COUNTY PCT. No. 4 -RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS	$ 456,607.50	$ 38,811.00	$ 11,415.19	$ 7,750.00	$ 514,583.69
FEE GRAND TOTAL					$ 514,583.69

La Blanca Subdivision
Drainage Improvements

HIDALGO COUNTY PCT. 4 / HCDD N. 1

DL, INC.
DOS LOGISTICS, INC.

PROJECT: Hidalgo County Drainage District No. 1

CLIENT: CITY OF LA BLANCA

GENERAL DESCRIPTION: La Blanca Drainage

DATE: Tuesday, August 12, 2014

BY: OSCAR CANCINO, P.E.

Common Items:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
1	Sediment Control Fence	2,900	LF	$ 5.00	$14,500.00
2	Hydro mulch Seeding	46,300	SY	$ 1.50	$69,450.00
3	Ditch Excavation by Irrigation Canal	5,200	CY	$ 8.00	$41,600.00
4	48" Diameter Reinforced Concrete Pipe CL III	160	EA	$ 120.00	$19,200.00
5	Intake Structure	2	EA	$ 5,500.00	$11,000.00
6	Syphon Pump	1	LS	$ 215,000.00	$215,000.00
7	24" Steel Force Main SCH 80 Heavy Duty	132	LF	$ 150.00	$19,800.00
8	Reinforced Concrete Head Wall	1.00	EA	$ 6,500.00	$6,500.00
				Project No. 1 Sub total:	*$397,050.00*
				Contingency 15%	*$59,557.50*
				Estimated Project Cost:	**$456,607.50**

DOS LOGISTICS, INC.

EXHIBIT "D"

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

		Principal	Project Manager	Sr. Engineer	Project Engineer	Engineer	Senior Designer	Designer	Tech III	Clerical	
	Contracted Rates	$ 288.72	$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION										
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION										
	A) Coordinate, Execute and Administer Work Authorization		4		4					2	
	B) Progress Reports and Invoices		2		4					4	
	C) Meetings (Hidalgo County, Stakeholders)		2		4					2	
	TASK 145 SUBTOTAL		8		12					8	
TASK 161											
	Task 161.01 - DESIGN CRITERIA COORDINATION										
	PS&E		2		6		4				
	Tasl 161.01 SUBTOTAL		2		6		4				
	TASK 161.02 - HYDROLOGIC ANALYSIS				8	10					
	TASK 161.02 SUBTOTAL				8	10					
	TASK 161.03 - HYDRAULIC ANALYSIS				8	10					
	TASK 161.03 SUBTOTAL				8	10					
	TASK 161.04 - PLAN PREPARATION										
	Create Existing Contours								2		
	Create Drainage Area Map										
	Create Preliminary Design				2	6	6				
	Create Proposed Crossections						4		6		
	Create Existing and Proposed Typical Sections						4		6		
	Prepare Utilities and Drainage Sheets				2		4		24		
	Prepare E&Q Tables						4		12		
	Prepare Details and Standard Sheets						4		12		
	QA/QC		4.836		2	6	4		12		
	Prepare Specification Book		2		4	8					
	TASK 161.04 SUBTOTAL		7		10	20	30		74		
	TASK 310.0 - CONSTRUCTION SUPERVISION										
	Inspection				6						
	Submittal / Shop Drawing Review				4						
	Pay Application Processing				3						
	TASK 310.0 SUBTOTAL				13						
	TASKS SUBTOTAL		17		57	40	34		74	8	
	TOTAL HOURS (DOS Logistics)		24.836		57	40	34		74	16	
	Contracted Rates		$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
	Total Labor Cost		$6,343		$11,381	$6,501	$5,852		$7,396	$1,337	
	Total		$38,811								
	GEO-TECH NOT INCLUDED										

EXHIBIT "D1"

DL, INC.
DOS LOGISTICS, INC.

Contract Rate Schedule

Dos Logistics, Inc

LABOR:

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

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

NON-LABOR:***

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

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES
CONTRACT # _____

WORK AUTHORIZATION NO. 1

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

PART 1. SCOPE OF WORK

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

See Attached "Exhibit B" for detailed Scope of Services for the Roadway Improvements as it relates to the Hidalgo County Pct. 4 – Rural Drainage Development La Blanca Area Drainage Improvements

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 38,811.00 . This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

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

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Dos Logistics, Inc. **as to content and detail of this Work Authorization No. 1.**

BY: _____

Eric C. Ybarra, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

_____

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

THE OWNER:

_____

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

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

_____

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

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

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

A. AGREEMENT

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

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

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

ENGINEER:

BY: _____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: _____

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Dos Land Surveying (DLS)., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct.4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

ENGINEER:

BY: _____, P.E.

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: _____

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "D1"

Dos Land Surveying

Contract Rate Schedule

DOS Land Surveying

LABOR:

Job Description	Contract Rate 2013
Surveying	
Reg. Professional Land Surveyor	$115.40
Survey Crew	$141.60
Survey Technician	$74.50
CADD	$71.60
Admin	$60.64

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	0.60/mile
ATV	$100/day
Lodging (in State)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

PROJECT FEE FO)ALGO COUNTY PCT. 4
RURAL DRAINAGE DEVELOPMENT LA ANCA AREA DRAINAGE IMPROVEMENTS
PROJECT FEE ESTIMATE

Confidential Information

CLIENT: Dos Logistics Inc
PROJECT: La Blanca_Design Survey DATE: 7/23/2014

ID	ACTIVITY	HOURS						$			
		CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
I. Design Surveys											
1.01	Perform 200' X-sections of drainage ditch	40			2			5,894.80	-	-	5,894.80
1.02	Detail drainage structures	8			1			1,248.20	-	-	1,248.20
1.03	Cadd_ Drafting_		16		1			1,261.00	-	-	1,261.00
1.04	Locate ditch r.o.w.	4			4			1,028.00	-	-	1,028.00
								-	-	-	-
								-	-	-	-
								-			
								-			
								-			
								-	-	-	-
								-			
								-			
								-			
								-			
								-	-	-	-
											-
											-
	CONTINGENCY								-	-	-
999	SUBTOTAL	52	16	0	8	0	0.00	9,432.00	-	-	9,432.00
TOTAL		52	16	0	8	0	0.00	9,432.00	-	-	9,432.00

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Raba-Kistner., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

ENGINEER:

BY: _____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: _____

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXBHIBIT "D1"

RABA KISTNER
CONSULTANTS

Contract Rate Schedule

FIELD OPERATIONS		UNIT PRICE
Mobilization of Drill Rig		$225.25
Drilling/Sampling	stnd drilling	$11.50
Drilling/Sampling	mud rotary	$15.50
Trip Charge		$1.00
Field Coordination		$110.00
Boring Layout & Travel Time		$47.75
Logger		$47.75
Plugging the holes		$5.25

LABORATORY TESTS	UNIT PRICE
Atterberg Limits (PI)	$81.50
Minus 200-mesh Sieve	$55.00
Unconfined Compres.	$47.75
Hydrometer	$301.75
Moisture Content	$10.25
Permeability	$475.00
Corrosivity	$381.75
Consolidation	$731.00

ENGINEERING AND REPORT	UNIT PRICE
Geotechnical Engineer (PE)	$161.00
Jr. Geotechnical Engineer (EIT)	$110.00
Drafting	$88.50
Secretary/Word Processor (NS)	$49.00

EXHIBIT "D"

PROJECT FEE FOR HIDALGO COUNTY PCT. 4
RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS

ATTACHMENT I

GEOTECHNICAL ENGINEERING STUDY
ESTIMATE WORKSHEET FOR: PORTABLE EMERGENCY RELEASE PUMP STATION STRUCTION - LA BLANCA
Date: Thursday, July 24, 2014

TO: DOS LOGISTICS, INC.
1002 E. EXPRESSWAY 83
WESLACO, TEXAS 78596

PROPOSAL NO.: PMA14-063-00

ATTN: OSCAR CANCINO, PE
PRINCIPAL

	Number	Depth	Soil	Rock	Soil
STRUCTURE	2	50	50	0	***100***
				0	***0***
				0	***0***
				0	***0***
Totals	2	50	50	0	***100***

FIELD OPERATIONS		**QUANTITY**		**UNIT PRICE**	**TOTAL**
Mobilization of Drill Rig		1	l.s.	$225.25	$225.25
Drilling/Sampling	stnd drilling	70	l.f.	$11.50	$805.00
Drilling/Sampling	mud rotary	30	l.f.	$15.50	$465.00
Trip Charge		49	mile	$1.00	$49.00
Field Coordination		1	hrs.	$110.00	$110.00
Boring Layout & Travel Time		2	hrs.	$47.75	$95.50
Logger		10	hrs.	$47.75	$477.50
Plugging the holes		100	ft	$5.25	$525.00
				Field Operations Subtotal:	$2,752.25

LABORATORY TESTS	**QUANTITY**		**UNIT PRICE**	**TOTAL**
Atterberg Limits (PI)	8	ea.	$81.50	$652.00
Minus 200-mesh Sieve	6	ea.	$55.00	$330.00
Unconfined Compres.	3	ea.	$47.75	$143.25
Hydrometer	1	ea.	$301.75	$301.75
Moisture Content	26	ea.	$10.25	$266.50
Permeability	1	ea.	$475.00	$475.00
Corrosivity	1	ea.	$381.75	$381.75
Consolidation	1	ea.	$731.00	$731.00
			Laboratory Testing Subtotal:	$3,281.25

ENGINEERING AND REPORT	**QUANTITY**		**UNIT PRICE**	**TOTAL**
Geotechnical Engineer (PE)	1	hrs.	$161.00	$161.00
Jr. Geotechnical Engineer (EIT)	12	hrs.	$110.00	$1,320.00
Drafting	1	hrs.	$88.50	$88.50
Secretary/Word Processor (NS)	3	hrs.	$49.00	$147.00
			Engineering and Report Writing Subtotal:	$1,716.50
			TOTAL:	$7,750.00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jesusa Villarreal
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: jessie@montalvoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mesa Underwriters Specialty	
INSURER B: Texas Mutual Insurance Company	
INSURER C: Axis Surpuls Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Dos Logistics Inc.
1002 East Expressway 83
Weslaco TX 78596

COVERAGES **CERTIFICATE NUMBER:** CL1471501472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			MP0042012000779	4/24/2014	4/24/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001253872-2014	6/8/2014	6/8/2015	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY			EBZ780503012014	4/24/2014	4/24/2015	EACH CLAIM AGGREGATE	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Hidalgo County Pct.4-Rural Drainage Development La Blanca Area Drainage Improvments. The General Liability policy contains a special endorsement with Additional Insured wording. In addition, the policy also contains a special endorsement with Waiver of Transfer of Rights of Recovery against others to us. These are automatic status when required in the contract or agreement.

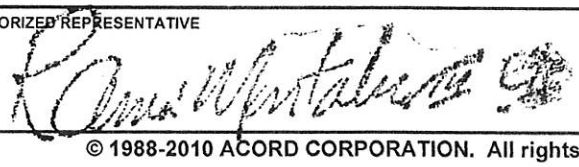
CERTIFICATE HOLDER

Hidalgo County Drainage District 1
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: MP0042012000779

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Requied by written contract for each Addititional Insured endorsement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER:MP0042012000779

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where Requied by written contract for each Addititional Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008
INSURED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jesusa Villarreal
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: jessie@montalvoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company, LTD	
INSURER B: Progressive County Mutual Ins.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Dos Logistics Inc.
1002 East Expressway 83
Weslaco TX 78596

COVERAGES **CERTIFICATE NUMBER:** CL1491001504 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			61UECZE7863	8/20/2014	8/20/2015	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
				03244013-0	8/20/2014	8/20/2015	COMBINED SINGLE LIMIT	$ 1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Hidalgo County Pct. 4 -Rural Drainage Development La Blanca Area Drainage Improvements

CERTIFICATE HOLDER

Hidalgo County Drainage District 1
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MONTALVO INS AGCY
208 S TEXAS BLVD
WESLACO, TX 78599

PROGRESSIVE®

Named insured

DOS LOGISTICS INC
1002 EAST EXPRESSWAY 83
WESLACO, TX 78596

Policy number: 03244013-0
Underwritten by:
Progressive County Mutual Ins Co
August 19, 2014
Policy Period: Aug 20, 2014 - Aug 20, 2015

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

1-956-968-5521
MONTALVO INS AGCY
Contact your agent for personalized service.

1-800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage begins the later of August 20, 2014 at 12:01 a.m. or at the time your application is executed on the first day of the policy period . This policy period ends on August 20, 2015 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852TX (02/07), 1652TX (05/07), 1890 (03/08), 1891 (03/08), Z528TX (03/07), Z313 (05/07), 4852TX (03/07), 4881TX (06/11) and Z228 (01/11).

The named insured organization type is a corporation.

Automobile Burglary/Theft Prevention Authority Fee

Notice: A fee of $6.00 is payable in addition to the premium due under this policy. This fee partially or completely reimburses the insurer, as permitted by 28 TAC §5.205, for the $2.00 fee per motor vehicle per year required to be paid to the Automobile Burglary and Theft Prevention Authority under Vernon's Annotated Revised Civil Statutes of the State of Texas, Article 4413(37), §10, which was effective on June 6, 1991, and revised effective September 1, 2011.

Continued

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Hired Auto Liability To Others			
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Employer Non-Owned Auto Liability To Others			
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	$100,000 combined single limit		
Uninsured Motorist Property Damage	Included in combined single limit	$250	
Personal Injury Protection	$2,500 each person		
Comprehensive			
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			
See Auto Coverage Schedule	Limit of liability less deductible		
Roadside Assistance			
See Auto Coverage Schedule			
Subtotal policy premium			
Automobile Burglary/Theft Prevention Authority Fee			
Total 12 month policy premium and fees			

Number of Employees: (0-10)
Cost of Hire: $5,000 or less (if any)

Auto coverage schedule

1. **2013 Mercedes-Benz G550**
   VIN: WDCYC3HFXDX202730
   Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
   Garaging Zip Code: 78537 Radius: 50

2. **2013 Merz G63 Amg**
   VIN: WDCYC7DF6DX206187
   Stated Amount: *$100,000 (including Permanently Attached Equip)
   Garaging Zip Code: 78537 Radius: 50

3. **2001 Mercedes-Benz S500**
   VIN: WDBNG75J31A191984
   Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
   Garaging Zip Code: 78537 Radius: 50

This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

COMMON POLICY DECLARATIONS

THE HARTFORD

POLICY NUMBER: 61 UEC ZE7863 DX
RENEWAL OF: 61 UEC KO4021

Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

DOS LOGISTICS INC

1002 E EXPRESSWAY 83
WESLACO , TX 78596
(HIDALGO COUNTY)

Policy Period: **From** 08/20/14 **To** 08/20/15
12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium:

Coverage Part and Insurance Company Summary	**Advance Premium**
COMMERCIAL AUTO SENTINEL INSURANCE COMPANY, LIMITED ONE HARTFORD PLAZA HARTFORD , CT 06155	
TEXAS ABTPA FEE	

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 IH99400409 IH99410409 IL00210908 HA00250614

Agent/Broker Name: TRYTON INSURANCE GROUP LLC/PHS

Countersigned by (Where required by law) Susan L. Castaneda Authorized Representative 08/11/14 Date

Form HM 00 10 01 07

POLICY NUMBER: 61 UEC ZE7863

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as "covered autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
COVERED AUTOS LIABILITY	07, 08, 09	$ 1,000,000	$
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	07	Separately stated in each Personal Injury Protection Endorsement.	$
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS		$ Each Insured or the limit separately stated for each "auto" in ITEM THREE.	
UNINSURED MOTORISTS	07	$ SEE FORM HA2102 OR STATE FORM(S)	$
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)		$	

POLICY NUMBER: 61 UEC ZE7863

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	$
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus $ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	$
TOWING AND LABOR		$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	

Endorsement Premium
(Not included above)

TOTAL ADVANCE PREMIUM: $

POLICY NUMBER: 61 UEC ZE7863

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.
FORM HA0012 ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE
RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each $100 Cost of Hire	Advance Premium
	IF ANY		$

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM: $

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners		$
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: $

SCHEDULE OF COVERED AUTOS YOU OWN
(ITEM THREE OF THE DECLARATIONS)

POLICY NUMBER: 61 UEC ZE7863

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00001	04 DODGE			ID NO. 1D7HA16N64J295345
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00002	07 GMC	SUV		ID NO. 1GKFK130X7R156501
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00003	05 DODGE			ID NO. 1D3HA16N75J612729
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00004	07 ROVER			ID NO. SALMF13487A257618
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00005	07 DODGE			ID NO. 1D7HU18PX7S247092
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00006	07 DODGE			ID NO. 1D7HU18P47S247413
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00007	07 DODGE			ID NO. 1D7HU18P07S247411
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00008	07 DODGE			ID NO. 1D7HU18PX7S247416
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00009	08 ROVER			ID NO. SALMF13468A293521
GARAGED: WESLACO			TX TERR: 057	CLASS: 01599
NO. 00010	08 DODGE			ID NO. 1D7HA18N08J236505
GARAGED: DONNA			TX TERR: 057	CLASS: 01499
NO. 00011	85 FORD	VAN		ID NO. 1FDNK74N7FVA66535
GARAGED: WESLACO			TX TERR: 057	CLASS: 31489
NO. 00012	12 DODGE	SUV		ID NO. 1C4SDHDT5CC308476
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499
NO. 00013	13 DODGE			ID NO. 1C6RR7FP9DS543603
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499
NO. 00014	12 FORD	VAN		ID NO. 1FBNE3BL2CDA18565
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499
NO. 00015	12 FORD			ID NO. 1FT7W2BT1CEA06512
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499
ORIG. COST NEW: $ 35,000				
NO. 00016	13 FORD			ID NO. 1FTFW1CFXDKD95166
GARAGED: WESLACO			TX TERR: 057	CLASS: 01499

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Dos Logistics, Inc., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the 9th day of SEPT. 2014, concerning Pct. 4 Rural Drainage Development La Blanca Area Drainage Improvements (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

I. Adding Exhibit D1 – Dos Land Surveying and Exhibit D2 Raba Kistner to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates and unit pricing are included in Exhibit D1 and Exhibit D2.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the 28th day of October, 2014.

ENGINEER:

BY: _____, P.E.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: _____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 10/28/14

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 – Rates and Unit Pricing Dos Land Surveying
EXHIBIT D2 – Rates and Unit Pricing Raba Kistner
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "D1" (Dos Land Surveying)

Dos Land Surveying

Contract Rate Schedule

DOS Land Surveying

LABOR:

Job Description	Contract Rate 2013
Surveying	
Reg. Professional Land Surveyor	$115.40
Survey Crew	$141.60
Survey Technician	$74.50
CADD	$71.60
Admin	$60.64

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	0.60/mile
ATV	$100/day
Lodging (in State)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

PROJECT FEE FOR HIDALGO COUNTY PCT. 4 - ALAMO LATERAL CONTROL STRUCTURE

Confidential Information

PROJECT FEE ESTIMATE

EXHIBIT D - 1 (Dos Land Surveying)

CLIENT: Dos Logistics Inc

PROJECT: Alamo Control Strucure_Design_ Survey

DATE: 7/22/2014

ID	ACTIVITY	HOURS						$			
		CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
I. Design Surveys											
1.01	Perform 200' X-sections of drainage ditch	56			3			8,275.80	-	-	8,275.80
1.02	Detail drainage structures	30			2			4,478.80	-	-	4,478.80
1.03	Cadd_ Drafting_		24		1			1,833.80	-	-	1,833.80
1.04	Locate ditch r.o.w.	4			4			1,028.00	-	-	1,028.00
1.05	Call Dig Tess/Lone Star		1					71.60	-	-	71.60
								-	-	-	-
								-			
								-			
								-			
								-	-	-	-
								-			
								-			
								-			
								-			
								-	-	-	-
											-
											-
	CONTINGENCY										-
999	SUBTOTAL	90	25	0	10	0	0.00	15,688.00	-	-	15,688.00
TOTAL		90	25	0	10	0	0.00	15,688.00	-	-	15,688.00

Exhibit D2 - Raba Kistner

RABA KISTNER CONSULTANTS

Contract Rate Schedule

FIELD OPERATIONS		UNIT PRICE
Mobilization of Drill Rig		$225.25
Drilling/Sampling	stnd drilling	$11.50
Drilling/Sampling	mud rotary	$15.50
Trip Charge		$1.00
Field Coordination		$110.00
Boring Layout & Travel Time		$47.75
Logger		$47.75
Plugging the holes		$5.25

LABORATORY TESTS	UNIT PRICE
Atterberg Limits (PI)	$81.50
Minus 200-mesh Sieve	$55.00
Unconfined Compres.	$47.75
Hydrometer	$301.75
Moisture Content	$10.25
Permeability	$475.00
Corrosivity	$381.75
Consolidation	$731.00

ENGINEERING AND REPORT	UNIT PRICE
Geotechnical Engineer (PE)	$161.00
Jr. Geotechnical Engineer (EIT)	$110.00
Drafting	$88.50
Secretary/Word Processor (NS)	$49.00

Exhibit D2 - Raba Kistner

PROJECT FEE FOR HIDALGO COUNTY PCT. 4 - ALAMO LATERAL CONTROL STRUCTURE

ATTACHMENT I

GEOTECHNICAL ENGINEERING STUDY
ESTIMATE WORKSHEET FOR: ALAMO CONTROL STRUCTURE - ALAMO
Date: Thursday, July 24, 2014

TO: DOS LOGISTICS, INC.
1002 E. EXPRESSWAY 83
WESLACO, TEXAS 78596

PROPOSAL NO.: PMA14-064-00

ATTN: OSCAR CANCINO, PE
PRINCIPAL

	Number	Depth	Soil	Rock	Soil
STRUCTURE	2	50	50	0	*100*
				0	*0*
				0	*0*
				0	*0*
Totals	2	50	50	0	*100*

FIELD OPERATIONS		QUANTITY		UNIT PRICE	TOTAL
Mobilization of Drill Rig		1	l.s.	$225.25	$225.25
Drilling/Sampling	stnd drilling	70	l.f.	$11.50	$805.00
Drilling/Sampling	mud rotary	30	l.f.	$15.50	$465.00
Trip Charge		89	mile	$1.00	$89.00
Field Coordination		1	hrs.	$110.00	$110.00
Boring Layout & Travel Time		2	hrs.	$47.75	$95.50
Logger		10	hrs.	$47.75	$477.50
Plugging the holes		100	ft	$5.25	$525.00
				Field Operations Subtotal:	$2,792.25

LABORATORY TESTS	QUANTITY		UNIT PRICE	TOTAL
Atterberg Limits (PI)	8	ea.	$81.50	$652.00
Minus 200-mesh Sieve	6	ea.	$55.00	$330.00
Unconfined Compres.	3	ea.	$47.75	$143.25
Hydrometer	1	ea.	$301.75	$301.75
Moisture Content	26	ea.	$10.25	$266.50
Permeability	1	ea.	$475.00	$475.00
Corrosivity	1	ea.	$381.75	$381.75
Consolidation	1	ea.	$731.00	$731.00
			Laboratory Testing Subtotal:	$3,281.25

ENGINEERING AND REPORT	QUANTITY		UNIT PRICE	TOTAL
Geotechnical Engineer (PE)	1	hrs.	$161.00	$161.00
Jr. Geotechnical Engineer (EIT)	12	hrs.	$110.00	$1,320.00
Drafting	1	hrs.	$88.50	$88.50
Secretary/Word Processor (NS)	3	hrs.	$49.00	$147.00
			Engineering and Report Writing Subtotal:	$1,716.50
			TOTAL:	$7,790.00

HCDD#1
HIDALGO COUNTY DRAINAGE DISTRICT
902 N. DOOLITTLE
EDINBURG, TEXAS 78542

626623

PURCHASE ORDER

Date	Number
3/19/2015	626623

Vendor Address:
DOS LOGISTICS, INC
P.O. BOX 8337
WESLACO, TX 78599

Attention: J. SALAZAR

Shipping Address: 902 N. Doolittle
Edinburg, TX 78542

WA NO. 1 ENGINEERING SERVICES PCT. 4 RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS APPROVED BY B.O.D. 10/28/14

Shipping Method:

VENDOR NOTES
1. DO NOT ADD TO, ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

Item Code	Description	GL Code	Dist... Code	Quantity	Unit Price	Total	Date Received
	ENGINEERING SERVICES	43340	365	1.00	38,811.00	38,811.00	

Purchase Order Total: $38,811.00

Vendor Name DOS LOGISTICS, INC 3/19/2015 626623

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
	ENGINEERING SERVICES	EA	1.00	38,811.00	38,811.00

Purchase Order Total: $38,811.00

Authorized By: Lm Brown

P.O. 426623

Hidalgo County Drainage District #1
902 N. Doolittle Rd.
Edinburg, TX 78542
Office#: (956) 292-7080
Fax#: (956) 292-7089

15/133-433-365-040-005-43340

REQUISITION FORM

DATE: 02.17.2015

REQUESTED BY: J. Salazar

UNIT#: Pct. 4 Rural Drainage 2013 BOND

PREPARED BY: J Salazar

VENDOR'S NAME: Dos Logistics, Inc.

PHONE: ( ) 968.8800

PERSON CONTACTED: O. Cancino

QTY.	PARTS #	DESCRIPTION	UNIT PRICE	TOTAL
1		Work Auth No. 1	$38,811.00	$38,811.00
		Engineering Services Pct. 4		
		Rural Drainage La Blanca		
		Area Drainage Imp.		

Approval By: [signature] 02.20.2015

TOTAL: $ 38,811.00

Date:

If over $1,000.00 Please Attach 3 Quotes

COMMENTS: Approved by B.O.D. on 10.28.2014

WARRANTY, IF APPLICABLE:

____-110-433-006-____

____-110-415-003-____

BONDS :

15-133-433-365-040-005-43340

ENC. SESSION: 766.

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES
CONTRACT # _____

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the "Owner", and Dos Logistics, Inc., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services.

See Attached "Exhibit B" for detailed Scope of Services for the Roadway Improvements as it relates to the Hidalgo County Pct. 4 – Rural Drainage Development La Blanca Area Drainage Improvements

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 38,811.00 . This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5/2 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 15-133-433-365-040-005-43340
Requisition Number 1026023

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 Dos Logistics, Inc. **as to content and detail of this Work Authorization No. 1.**

BY: _____

Eric C. Ybarra, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____, as indicated below and effective as of _____ day of _____ 2014.

THE ENGINEER:

_____

Eric C. Ybarra, President/CEO
Dos Logistics, Inc.

THE OWNER:

Ramon Garcia

Ramon Garcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 10/28/14

APPROVED AS TO FORM:
ATLAS, HALL, & RODRIGUEZ, LLP
BY: _____

EXHIBIT "A"

Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the **Project**.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **Project**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **Project** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **Project** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

"Hidalgo County Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements"

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* 2 - 3
EXPANDED DESCRIPTION OF SERVICES: 4 -16

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development 4
(1) Project Development Schedule 4
(2) Construction Estimate 4
(3) Quality Assurance/Quality Control Program 4
(4) Subcontract Administration 4
(5) Management/Coordination of Engr. Activities 4
(6) Implementation of QA/QC Program 4

(B) Preliminary Engineering 4
(1) Preliminary Concept Conference 5
(2) Management/Coordination of Engr. Activities 5
(3) Implementation of QA/QC Program 5
(4) Coordination with all Reviewing Agencies 5

(C) Final Design 5
(1)"Design Policy & Procedures Manual" 5
(2) Design Concept Conference 5
(3) Implementation of QA/QC Program 6

(D) Construction Management 6
(1) *"Construction Management Policy &Procedures Manual"*
(2) Construction Bidding 6
(3) Owner's Representative 7
(4) Defects and Deficiencies 7
(5) Progress Reports 7
(6) Contractor Payment 7
(7) Project Site Management 7
(8) Implementation of QA/QC Program 7
(9) Change Orders 7
(10) Final Acceptance 8

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

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(2) Field Surveying & Photogrammetry (if not provided by Owner) 10

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering 11
(1) Preliminary Field Surveying 11
(2) Data Collection 11
(3) Hydrologic Analysis 12
(4) Hydraulic Analysis 12
(5) Alternate Solutions & Recommendations 13

(B) Final Design 13
(1) Design Field Surveying 13
(2) Geotechnical Investigations 13
(3) Drainage Design 13
(4) Plans, Specifications, and Estimates (PS&E) 13

(C) Construction 14
(1) Construction Bidding Documents 14
(2) Project Site Representation 15
(3) Miscellaneous Technical Activities 15
(4) Final Acceptance 16

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the Engineer shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT *(EM)*

(A) Preliminary Project Planning and Development

(1)	Project Development Schedule	***Basic***
(2)	Construction Estimate	***Basic***
(3)	Quality Assurance / Quality Control Program	***Basic***
(4)	Subcontract Administration	***Basic***
(5)	Management / Coordination of Engineering Activities	***Basic***
(6)	Implementation QA/QC Program	***Basic***

(B) Preliminary Engineering

(1)	Preliminary Concept Conference	
(2)	Management / Coordination of Engineering Activities	***Basic***
(3)	Implementation of QA/QC Program	***Basic***
(4)	Coordination with all utilities, Pct. 4, & HCDD No.1	***Basic***

(C) Final Design

(1)	***"Design Policy & Procedures Manual"***	***Basic***
(2)	Management / Coordination of Engineering Activities	***Basic***
(3)	Implementation of QA/QC Program	***Basic***

(D) Construction Management

(1)	***"Construction Management Policy & Procedures Manual"***	***Basic***
(2)	Construction Bidding	***Basic***
(3)	Owner's Representative	***Basic***
(4)	Defects and Deficiencies	***Basic***
(5)	Monthly Construction Progress Reports	***Basic***
(6)	Recommendations for Payment to the Construction Contractor	***Basic***
(7)	Project Site Management	***Special***
(8)	Implementation of QA/QC Program	***Basic***
(9)	Change Orders	***Special***
(10)	Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(I)	Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2)	Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying	*Basic*
(2) Data Collection	*Basic*
(3) Geographical Information System	*Basic*
(4) Hydrologic Analysis	*Basic*
(5) Hydraulic. Analysis	*Basic*
(6) Alternate Solutions /Recommendations for Final Design	*Basic*
(B) Final Design:	
(1) Design Field Surveying	*Special*
(2) Geotechnical Investigations and Reports	*Special*
(3) Drainage Design	*Basic*
(4) Plans, Specifications & Estimates	*Basic*
(C) Construction:	
(1) Construction Bidding Documents	*Basic*
(2) Project Site Representation:	*Special*
a. Engineering Support Data for Defects & Deficiencies	*Special*
b. Daily and Weekly Construction Reports	*Special*
c. Measurement / Calculations for Contractor Payment	*Special*
d.-Project-Engineer-Resident Engineer Services	*Special*
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	*Special*
b. Shop Drawing Review	*Basic*
c, Control of Materials & Equipment	*Special*
d. Change Orders	*Basic*
(4) Final Acceptance:	
a. Performance Testing	*Special*
b. As-Built Drawings	*Basic*

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT *(EM)*

The following outline provides a summary for the *basic* and *special services* to be provided by the Engineer under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the Engineer shall manage the Project Team, consisting of various sub-providers, in the development of the Project as defined and more particularly described in EXHIBIT "B" attached to this Agreement. The services will include the following:

A. **Preliminary Project Planning and Development.** In general, this will include the *management* of the preliminary planning process and advance project development (APD) that is required for the Project. (A summary of specific requirements for *engineering* activities are outlined later in this exhibit.) The Engineer will identify, coordinate, and implement the *management* requirements for preliminary planning and advance Project development for the Project. Specific work activities to be provided by the Engineer will include:

(1) Project Development Schedule. The Engineer will prepare a Project Development Schedule. This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the Engineer, throughout Project development. It will be provided, as well as any updates, to the Owner and each Project Team member as a part of the Work Plan identified in (I). The schedule will identify all major milestones and Project deliverables. The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) Construction Estimate. The Engineer shall prepare a preliminary estimate for the construction of the Project. The preliminary construction estimate shall be monitored, verified and updated throughout the course of Project development.

(3) Quality Assurance / Quality Control (QA/QC) Program. The Engineer shall develop a quality control and quality assurance program for the Project to ensure the Project Team is producing quality work for the Project.

(4) Subcontract Administration.-The Engineer shall initiate, execute and monitor all subcontracts for the duration of the Project. The Engineer shall advise and/or provide recommendations to the Owner, as the Project progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(6) Implement QA/QC Program. The Engineer will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The Engineer will ultimately deliver the final recommendations for the design of the project. (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The Engineer shall ***manage*** and coordinate the activities of the Project Team in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of Project information and status to the **Owner** and Project Team throughout the development of the project. Specific ***management*** tasks to be provided by the Engineer will include:

(1) **Preliminary Concept Conference.** The Engineer will coordinate and conduct a preliminary concept conference (PCC) with the Owner, and, any other, stakeholders approved by Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the "Preliminary Engineering Report", identify existing conditions and design requirements, and present the approach to the development of the report for approval by the owner. The engineer will develop the report for project limits as follows: The control structure is to be located about ¼ mile north of Canton Road and about one mile ease of N. Tower Road in Alamo, Hidalgo County, Texas.

(2) **Management/Coordination of Engineering Activities**. The Engineer shall ***manage*** and coordinate the Project Team in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).

(3) Implement QA/QC Program. The Engineer will monitor and perform the QA/QC program developed to ensure the quality of the ***project*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Coordination with various agencies such as utilities, Pct. 4, and Hidalgo County Drainage District No. 1.** The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) **Final Design**. After the Owner has approved the Engineer's final recommendations, and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer,** will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project.** One of the primary deliverables for the **Engineer** to provide the Owner is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project.** Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) "Design Policy & Procedures Manual". The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project.** The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the Engineer to each member of the **Project Team.** The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations
(b) Environmental
(c) Correlation and Agreement with Other Agencies

(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD
(j) Standards
(k) Specifications

(2) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Design Field Surveying, Geotechnical Investigations, Permitting, Drainage Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under 11—Preliminary Engineering, Design and Construction **(Final Design)).**

(3) **Implement QA/QC Program**. The Engineer shall monitor and perform the QA/QC. Program developed to ensure the quality of the documents associated with Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II — Preliminary Engineering, Design and Construction (Final Design Engineering)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The Engineer shall provide construction ***management*** services for each authorized construction contract of the Project. The Engineer shall also assist the Owner in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the Engineer will include:

(1) ***"Construction Management Policy & Procedures Manual".*** The Owner shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the Project. The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The Engineer shall perform the following in preparation of the construction bidding documents: -

(a) Upon completion of QA/QC, the Engineer shall furnish to the **Owner all** necessary copies of approved plans, specifications, Engineer's estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the Owner in advertising for each authorized construction contract for the Project.

(c) The **Engineer** shall assist the Owner in the opening and tabulation of bids for each authorized construction for the Project, and recommend to the Owner as to the proper action on all bid proposals received.

(d) The Engineer shall assist the Owner in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the Engineer shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies. In** providing the ***management and administration*** of the authorized construction contract, the Engineer shall use the Engineer's best efforts to protect the Owner against defects and deficiencies in the work of the construction contractor, hereinafter called the "Contractor". The Engineer does not guarantee the performance of the **Contractor;** however, the Engineer will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

(5) Progress Reports. The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II - Preliminary Engineering, Design, and Construction (Construction) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment.** The Engineer shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under **III** - Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. ***Note: The Engineer is not responsible for actual payments to the Contractor.***

(7) **Project Site Management. The Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner:**

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the Engineer to the site of construction at least twice a month for the purpose of monitoring **the Contractor's** 'progress- and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the Owner to the **Contractor** and the ***Resident Engineering Representative,*** issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the Owner as to the acceptability of the **Contractor's** progress and work.

(8) **Implement QA/QC Program.** The **Engineer** will monitor and perform the QA/QC program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under **III** - Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all

change orders developed under III- Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the Owner. The Engineer will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor,** the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The Engineer will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the Owner one set of prints of the as-built drawings. *Note: Services to be provided by the Engineer for Items II and III primarily involve the engineering work tasks for the Project.*

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all *engineering* activities required for the **Advance Project Development.** Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/recom/surveying / aerial photography of the **Project.** A summary of the *engineering* activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

([1]) **Environmental Document Preparation and Public Involvement** *(if required by Federal/State agencies)*

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental. Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a *Finding of No Significant Impact (FONSI),* as identified by the NEPA process. This document will include, at a minimum, the following:

(I) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii) scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(1) Public Meetings — These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing — After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The Engineer shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) Field Surveying and Photograrnmetry *(if not provided by Owner)*

(a) Right of Entry: It will be the responsibility of the Engineer to secure written permission to enter private property for purposes of recom/survey, environmental and engineering investigations. The Engineer will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the Engineer, the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the Project, a base map background will be provided to the Engineer through the *Owner.*

(c) The Owner shall provide primary Project control for field surveying by establishing horizontal and vertical control points, and the Engineer shall establish secondary Project control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:

(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the Engineer are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the Engineer will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by **the Owner.**

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flow line (upstream & downstream) elevations of structures.

(c) The Engineer shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The Engineer shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements. ***Land Records:***

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and
Zoning (viii) General plan
mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or
mapping ***Engineering***
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street
mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) Hydrologic Analysis

(a) The Engineer shall review and comment on the hydrologic analyses of the Bandera drainage area,

(b) The Engineer shall review and comment on the comparison of peak flow rates, identified in the Bandera drainage area, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) Hydraulic Analysis

(a) The Engineer shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The Engineer shall create the terrain Triangulated Irregular Network (TIN), if not provided by the Owner. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The Engineer shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The Engineer shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the "terrain TIN atidtreating a3-dimensional cross-section theme.

(e) For verification of measured elevations, the Engineer shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The Engineer will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures, 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the Engineer shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) Alternate Solutions **and Recommendations**

(a) The Engineer shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The Engineer shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the Owner to make the appropriate comparisons to the Engineer's final recommendations and provide the approval for the final design of the Project.

(c) The Engineer shall provide a formal and clearly outlined recommendation regarding the final design of the Project.

(B) Final Design. After the Owner has approved the Engineer's final recommendations and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the Engineer will perform all required ***engineering*** activities to provide the Owner with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project.** Specific ***engineering*** activities, tasks, and/or special services to be provided by the Engineer will include:

(1) **Design Field Surveying (Special Services)**

The Engineer shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project. This** may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(2) **Geotechnical Investigations (Special Services)**

The Engineer shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(3) Drainage Design

The Engineer shall perform drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the Project. The design of drainage improvements shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(4) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner.** These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer,** on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(d) Plan Sheets. Plan sheets developed by the Engineer shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project.)**

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by **the Engineer,** but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(I) Estimates. The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C)Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project.** Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) Construction Bidding

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, and notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project,** opening and tabulation of bids, recommendations to the **Owner as** to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer.**

(2) Project Site Representation

(a) **In** general, the Triglifeer shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner,** and to protect the **Owner** against defects and deficiencies in the work of the **Contractor.**

(b) **Daily and Weekly Reports. The Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor's** progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I — Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I — Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I — Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor.**

(d)The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) Project Engineer. The Engineer will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor's** progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner,** the **Engineer** will furnish the services of a ***Resident*** *Engineer* and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying. The Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings. The Engineer** shall review and check all shop or working drawings furnished by the **Contractor.**

(c) Control of Materials & Equipment. The Engineer shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the *engineering* data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner.**

(4) Final Acceptance

(a) Performance Testing. Following the completion of construction by the **Contractor,** the Engineer shall provide the *engineering* support and data required for the initial operation of the **Project.** This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The-Engineer will provide this inspection with either the *Project Engineer* or *Resident Engineer,* as directed by the **Owner.**

(b) As-Built Drawings. The Engineer shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "C"
WORK SCHEDULE

Engineering Schedule Summary	Duration	August 14'	September 14'	October 14'	November 14'
Survey and Topographic Work	14 days				
Utility Coordination	7 days				
Hydrology and Hydraulics	7 days				
Preliminary Engineering	14 days				
Plans Final Design	21 Days				
QA/QC	7 Days				
Spec's Book	7 days				

DL, INC.
DOS LOGISTICS, INC

EXHIBIT "D1"

DL, INC.
DOS LOGISTICS, INC.

Contract Rate Schedule

Dos Logistics, Inc

LABOR:

Job Description	Contract Rate 2013
Engineering	
Principal	$288.72
Project manager (VII)	$255.39
Sr. Engineer (V)	$232.19
Project Engineer (QA/QC)	$199.67
Engineer (I)/(II)	$162.53
Sr. Engineer Designer (III)	$172.13
Environmental Scientist	$153.24
Engineer Designer (I) / (II)	$116.09
CADD Operator (I) / (II)	$99.94
Secretary	$83.58

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	*****
Car Rental	*****
Lodging (in State)	*****
Meals	*****
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

DOS LOGISTICS, INC.

EXHIBIT "D"

PROJECT FEE FOR
HIDALGO COUNTY PCT. 4 - Rural Drainage Development La Blanca
Area Drainage Improvements

		Principal	Project Manager	Sr. Engineer	Project Engineer	Engineer	Senior Designer	Designer	Tech III	Clerical	
	Contracted Rates	$ 288.72	$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION										
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION										
	A) Coordinate, Execute and Administer Work Authorization		4		4					2	
	B) Progress Reports and Invoices		2		4					4	
	C) Meetings (Hidalgo County, Stakeholders)		2		4					2	
	TASK 145 SUBTOTAL		8		12					8	
TASK 161											
	Task 161.01 - DESIGN CRITERIA COORDINATION										
	PS&E		2		6		4				
	Tasl 161.01 SUBTOTAL		2		6		4				
	TASK 161.02 - HYDROLOGIC ANALYSIS				8	10					
	TASK 161.02 SUBTOTAL				8	10					
	TASK 161.03 - HYDRAULIC ANALYSIS				8	10					
	TASK 161.03 SUBTOTAL				8	10					
	TASK 161.04 - PLAN PREPARATION										
	Create Existing Contours								2		
	Create Drainage Area Map										
	Create Preliminary Design				2	6	6				
	Create Proposed Crossections						4		6		
	Create Existing and Proposed Typical Sections						4		6		
	Prepare Utilities and Drainage Sheets				2		4		24		
	Prepare E&Q Tables						4		12		
	Prepare Details and Standard Sheets						4		12		
	QA/QC		4.836		2	6	4		12		
	Prepare Specification Book		2		4	8					
	TASK 161.04 SUBTOTAL		7		10	20	30		74		
	TASK 310.0 - CONSTRUCTION SUPERVISION										
	Inspection				6						
	Submittal / Shop Drawing Review				4						
	Pay Application Processing				3						
	TASK 310.0 SUBTOTAL				13						
	TASKS SUBTOTAL		17		57	40	34		74	8	
	TOTAL HOURS (DOS Logistics)		24.836		57	40	34		74	16	
	Contracted Rates		$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
	Total Labor Cost		$6,343		$11,381	$6,501	$5,852		$7,396	$1,337	
	Total		$38,811								

GEO-TECH NOT INCLUDED

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C.) Requesting approval to purchase (1) one Hon Desk from Gateway Printing & Office Supply Inc. through the District's membership with TXMAS Contract No. 6-71111060-11.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

D.) Requesting approval of Supplemental Agreement No. 1 with R. Gutierrez Engineering Corporation to Agreement for Professional Services "Assessment and Repair of Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road" as to add sub consultants and their rates to the agreement for Construction Material Testing Services.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with R. Gutierrez Engineering Corporation; requesting approval of Work Authorization No. 3 in the amount of $3,201.55 as it relates to Construction Materials Testing Services for the "Repair of an Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2013 BOND SERIES

F.) Requesting approval of Change Order No. 4 with IPR South Central to extend contract time as it relates to Contract No. TP07-13, "Pct. 2 Rado Drain Re-Route Project".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

G.) Requesting approval of Work Authorization No. 1 with Dos Logistics, Inc. in the amount of $38,811.00 for Engineering Services as it relates to "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements".

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

H.) Requesting approval of Supplemental Agreement No. 1 to Agreement for Professional Services with Dos Logistics, Inc. as it relates to "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements" as to add sub consultants and their rates to the agreement for Survey & Geo-technical Services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

I.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of Work Authorization No. 2 in the amount of $9,432.00 as it relates to Surveying Services for "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

J.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of work Authorization No. 3 in the amount of $7,750.00 as it relates to Geo-technical Services for "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

K.) Requesting approval of Work Authorization No. 1 with Dos Logistics, Inc. in the amount of $29,088.00 for Engineering Services as it relates to "Pct. 4 - Alamo Lateral Control Structure".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

L.) Requesting approval of Supplemental Agreement No. 1 to Agreement for Professional Services with Dos Logistics, Inc. as it relates to "Pct. 4 - Alamo Lateral Control Structure" as to add sub consultants and their rates to the agreement for Survey & Geo-technical Services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

M.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of Work Authorization No. 2 in the amount of $8,558.40 as it relates to Surveying Services for "Pct. 4 - Alamo Lateral Control Structure".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

N.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of Work Authorization No. 3 in the amount of $7,790.00 as it relates to Geo-technical Services for "Pct. 4 - Alamo Lateral Control Structure".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

O.) Requesting approval to accept bid and award Construction Contract to lowest bidder meeting all required specifications for RFB No. HCDD1-14-028-10-09 "Drain Control Structures Monte Cristo & Weslaco North Lateral". M-5 Texas Enterprises in the amount of $384,016.00.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

6. **AI -47062** Discussion and approval of counter offer as it relates to J-09 drainage project land acquisition of parcel #57.

This Item was discussed during Open Session.

Mr. Garza stated that the appraised value of the property is $8,786.00 in which they have a negotiated counter offer of $10,786.00. He would like the Board to consider accepting the counter offer and closing on the property.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT.1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

At this time, Judge Garcia recessed the meeting for Items 8, 9, 10, and 11 to be discussed once Mr. Ramirez joined the meeting.

7. **AI -47165** Discussion, Consideration and Approval regarding Hidalgo County Drainage District #1 Investment Policy per Chapter 2256.005(e) of the Local Government Code.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

8. **AI -47175** Approval of Amendment to Amended and Restated Interlocal Cooperation Agreement between Hidalgo County and Drainage District #1

Judge Garcia explained that the Drainage District is in an attempt to refinance/refund the Bonds to save approximately $650,000.00. The issue was the time constraint and whom had the authority to proceed with the process. Mr. Noe Hinojosa, Hidalgo County Financial Advisor from Estrada and Hinojosa, explained that the transaction needs to be done by December 31, 2014. He explained the process is lengthy; therefore, it needs to get started as soon as possible. At this time, Judge Garcia decided to call Mr. Chuy Ramirez, Bond Counsel, to obtain his opinion and guidance regarding the issue. When Judge Garcia returned, he stated that Mr. Ramirez would be arriving to the meeting shortly and requested a motion to proceed to Executive Session.

NO ACTION taken on this Item.

9. **AI -47159** Pursuant to Texas Water Code Chapter / Section 49.057 Management of the District, (a) and (d) related to contracting and selection of a Financial Advisor, the District shall follow the procedures provided in Subchapter A, Chapter 2254, Government Code (Professional Services Procurement Act). Acceptance and approval to select Estrada Hinojosa & Company., Inc. as Financial Advisor to the District and direct staff to negotiate contract for such services confirming compliance with those provision set forth in Government Code 2254.004 (1) on the basis of demonstrated competence and qualification to perform services; and (2) for the fair and reasonable price (fees permitted by law).

NO ACTION taken on this Item.

10. **AI -47153** Consideration and approval an order authorizing the issuance, sale and delivery of Hidalgo County Drainage District #1 Unlimited Tax Refunding Bonds, Series 2014; delegating certain authority to the County Judge and the Financial Officer of the District pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding bonds; authorizing the execution of a bond purchase contract; approving an official statement, execution of an escrow and trust agreement, and making other provisions regarding such bonds and matters incident thereto."

Mr. Chuy Ramirez, Bond Counsel, recommended action take place on this Item because it would initiate the process of refunding. He stated the other items on the agenda are no longer viable at this time. He continued by saying that by adopting the order, it would give them the opportunity to legally address the issue immediately.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS , seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Commissioner Joe Flores stepped away from the meeting.

Mr. Ramirez suggested that he meet with the Districts staff and counsel to

determine whether they can proceed without a financial advisor or is there a legally binding relationship with a financial advisor. Judge Garcia commented that there probably is with First Southwest. The question arose on whether there is still a binding contract between First Southwest and the County. Confirmation was yet to be determined.

The Board proceeded to adjourn.

11. **AI -47173** Requesting approval to advertise for RFQ/P for Financial Advisor for Drainage District #1

NO ACTION taken on this Item.

12. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

NO ACTION on Items 12.A and 12.B.

13. **Open Session:**

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

NO ACTION on 13.A and 13.B.

14. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

NO ACTION taken on this Item.

15. **Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

NO ACTION taken on this Item.

16. **Adjourn**

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 28th day of October, 2014

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Virginia Jones, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on October 28, 2014.

Signed this 28th day of October 2014

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Virginia Jones, Deputy

SPECIAL MEETING - October 28, 2014

BE IT REMEMBERED, that on this 28th day of October A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
October 28, 2014
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the Board were counted present.

2. **Open Forum**

Kathy Olivarez stated she had a request by a reader regarding the the Bond Issue. The reader lives on the bank of the Mission Lateral and was concerned over it barely holding. Due to the bond debt being paid, she stated he would like to know what is being done.

Godfrey Garza stated that the project is going forward on the pump house. The Penitas Pump structure is underway once the certification is complete. The pump house issue still has not been confirmed on whether restructuring or reconstruction will need to be done.

3. **Approval of Consent Agenda**

The Board moved to approve the Consent Agenda.

4. **AI -47022** Approval of Interlocal Cooperation Agreement Between Delta Lake Irrigation District And Hidalgo County Drainage District #1 as it relates to drainage improvements to a portion of the ROW.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

5. **AI -47107** A.) Requesting approval to purchase uniforms for HCDD1 employees from Unifirst through the District's membership with NJPA (National Joint Powers Alliance) Contract No. 012111-UFC.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS , seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B.) Requesting approval to purchase System Design and Integration Services (Data Drops) from Superior Alarms through the District's membership with BuyBoard Contract No. 409-12 & 401-12.

HCDD#1
HIDALGO COUNTY DRAINAGE DISTRICT
902 N. DOOLITTLE
EDINBURG, TEXAS 78542

PURCHASE ORDER

Date	Number
3/19/2015	626624

Vendor Address:
DOS LOGISTICS, INC
P.O. BOX 8337
WESLACO, TX 78599

Attention: J. SALAZAR

Shipping Address: 902 N. Doolittle
Edinburg, TX 78542

Shipping Method:

WA NO. 2 SUPPLEMENTAL AGREEMENT NO. 1 SURVEYING SERVICES PCT. 4 RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS APPROVED BY B.O.D. 10/28/2014

VENDOR NOTES
1. DO NOT ADD TO, ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

Item Code	Description	GL Code	Dist... Code	Quantity	Unit Price	Total	Date Received
	SURVEYING SERVICES	43340	006-...	1.00	9,432.00	9,432.00	

Purchase Order Total: $9,432.00

Vendor Name DOS LOGISTICS, INC 3/19/2015 626624

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
	SURVEYING SERVICES	EA	1.00	9,432.00	9,432.00

Purchase Order Total: $9,432.00

Authorized By: Lon Burnam

P.O. 1e266624

Hidalgo County Drainage District #1
902 N. Doolittle Rd.
Edinburg, TX 78542
Office#: (956) 292-7080
Fax#: (956) 292-7089

REQUISITION FORM

DATE: 02.20.2015

REQUESTED BY: J. Salazar

UNIT#: Pct. 4 Rural Drainage 2013 Bond

PREPARED BY: J. Salazar

VENDOR'S NAME: Dos Logistics, Inc

PHONE: (____) 968.8800

PERSON CONTACTED: D. Cancino

QTY.	PARTS #	DESCRIPTION	UNIT PRICE	TOTAL
1		Work Auth No. 2 Survey Services - Pct. 4 La Blanca Area Drainage Improvements	$9,432.00	$9,432.00

Approval By: [signature] 02.20.2015

Date: _____

TOTAL: $ 9,432.00

If over $1,000.00 Please Attach 3 Quotes

COMMENTS: Approved by B.O.D. on 10.28.2014

____-110-433-006-_____

____-110-415-003-_____

WARRANTY, IF APPLICABLE: _____

BONDS :

15 -133-433-365-040-005-43340

ENC. SESSION: 7663

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES
CONTRACT # _____

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the "Owner", and Dos Logistics, Inc., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Survey Services.

See Attached "Exhibit B" for detailed Scope of Services for the Roadway Improvements as it relates to the Hidalgo County Pct. 4 – Rural Drainage Development La Blanca Area Drainage Improvements

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 9,432.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5/2 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 15-133-433-365-040-005-43340
Requisition Number 6266624

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 Dos Logistics Inc. **as to content and detail of this Work Authorization No.** 1.295.

BY: _____, P.E.

Eric C. Ybarra, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____**, as indicated below and effective as of** _____ **day of** _____ **2014.**

THE ENGINEER:

_____, P.E.

Eric C. Ybarra, President/CEO
Dos Logistics, Inc.

THE OWNER:

Ramon Garcia

Ramon Garcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED AS TO FORM:
ATLAS, HALL, & RODRIGUEZ, LLP
BY: _____

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 10/28/14

EXHIBIT "A"

Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the **Project**.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **Project**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **Project** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **Project** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT "B"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Hidalgo County Pct. 4 – Rural Drainage Development La Blanca Area Drainage Improvements

SCOPE OF SERVICES

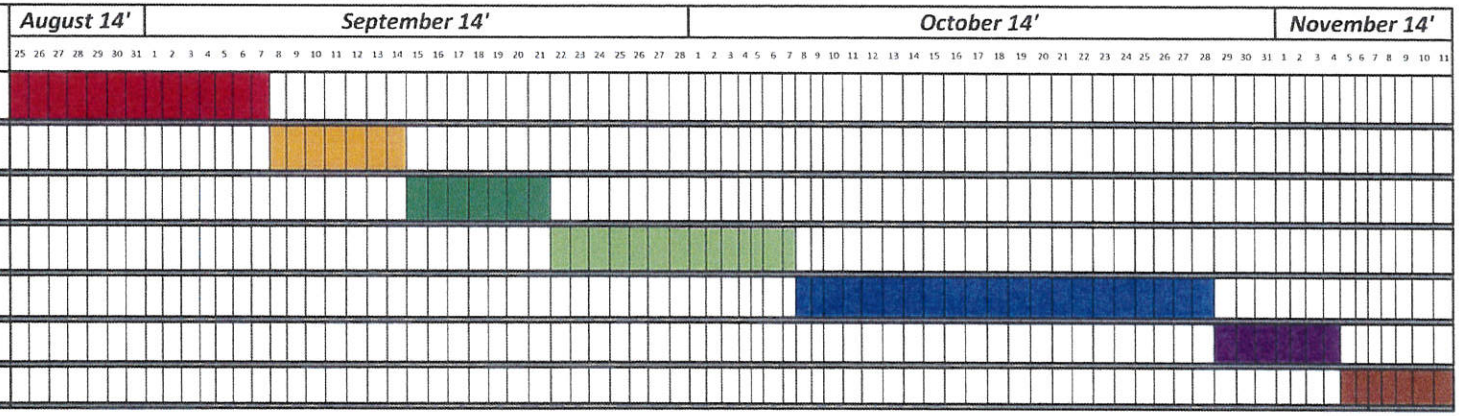
INDEX CLASSIFICATION OF SERVICES *(Basic* or *Special)* EXPANDED DESCRIPTION OF SERVICES:

I. PRELIMINARY PROJECT PLANNING & DEVELOPMENT
(A) Preliminary Engineering
(1) Preliminary Field Surveying
(2) Data Collection

II.PRELIMINARY ENGINEERING & DESIGN
(A) Final Design

(1) Right-Of-Way Data

Engineering Schedule Summary	Duration
Survey and Topographic Work	14 days
Utility Coordination	7 days
Hydrology and Hydraulics	7 days
Preliminary Engineering	14 days
Plans Final Design	21 Days
QA/QC	7 Days
Spec's Book	7 days



PROJECT FEE FOR HIDALGO COUNTY PCT. 4
RURAL DRAINAGE DEVELOPMENT L/ ANCA AREA DRAINAGE IMPROVEMENTS
PROJECT FEE ESTIMATE

Confidentia ormation

CLIENT: Dos Logistics Inc
PROJECT: La Blanca_Design Survey DATE: 7/23/2014

ID	ACTIVITY	HOURS						$			
		CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
I. Design Surveys											
1.01	Perform 200' X-sections of drainage ditch	40			2			5,894.80	-	-	5,894.80
1.02	Detail drainage structures	8			1			1,248.20	-	-	1,248.20
1.03	Cadd_ Drafting_		16		1			1,261.00	-	-	1,261.00
1.04	Locate ditch r.o.w.	4			4			1,028.00	-	-	1,028.00
								-	-	-	-
								-	-	-	-
								-			
								-			
								-			
								-	-	-	-
								-			
								-			
								-			
								-			
								-	-	-	-
											-
											-
	CONTINGENCY										-
999	SUBTOTAL	52	16	0	8	0	0.00	9,432.00	-	-	9,432.00
TOTAL		52	16	0	8	0	0.00	9,432.00	-	-	9,432.00

EXHIBIT "D1"

Dos Land Surveying

Contract Rate Schedule

DOS Land Surveying

LABOR:

Job Description	Contract Rate 2013
Surveying	
Reg. Professional Land Surveyor	$115.40
Survey Crew	$141.60
Survey Technician	$74.50
CADD	$71.60
Admin	$60.64

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	0.60/mile
ATV	$100/day
Lodging (in State)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

Vote: 5 - 0 - Unanimously

H.) Requesting approval of Supplemental Agreement No. 1 to Agreement for Professional Services with Dos Logistics, Inc. as it relates to "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements" as to add sub consultants and their rates to the agreement for Survey & Geo-technical Services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

I.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of Work Authorization No. 2 in the amount of $9,432.00 as it relates to Surveying Services for "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

J.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of work Authorization No. 3 in the amount of $7,750.00 as it relates to Geo-technical Services for "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

K.) Requesting approval of Work Authorization No. 1 with Dos Logistics, Inc. in the amount of $29,088.00 for Engineering Services as it relates to "Pct. 4 - Alamo Lateral Control Structure".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

L.) Requesting approval of Supplemental Agreement No. 1 to Agreement for Professional Services with Dos Logistics, Inc. as it relates to "Pct. 4 - Alamo Lateral Control Structure" as to add sub consultants and their rates to the agreement for Survey & Geo-technical Services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

M.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of Work Authorization No. 2 in the amount of $8,558.40 as it relates to Surveying Services for "Pct. 4 - Alamo Lateral Control Structure".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

N.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of Work Authorization No. 3 in the amount of $7,790.00 as it relates to Geo-technical Services for "Pct. 4 - Alamo Lateral Control Structure".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

O.) Requesting approval to accept bid and award Construction Contract to lowest bidder meeting all required specifications for RFB No. HCDD1-14-028-10-09 "Drain Control Structures Monte Cristo & Weslaco North Lateral". M-5 Texas Enterprises in the amount of $384,016.00.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

6. **AI -47062** Discussion and approval of counter offer as it relates to J-09 drainage project land acquisition of parcel #57.

This Item was discussed during Open Session.

Mr. Garza stated that the appraised value of the property is $8,786.00 in which they have a negotiated counter offer of $10,786.00. He would like the Board to consider accepting the counter offer and closing on the property.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT.1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

At this time, Judge Garcia recessed the meeting for Items 8, 9, 10, and 11 to be discussed once Mr. Ramirez joined the meeting.

7. **AI -47165** Discussion, Consideration and Approval regarding Hidalgo County Drainage District #1 Investment Policy per Chapter 2256.005(e) of the Local Government Code.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

8. **AI -47175** Approval of Amendment to Amended and Restated Interlocal Cooperation Agreement between Hidalgo County and Drainage District #1

Judge Garcia explained that the Drainage District is in an attempt to refinance/refund the Bonds to save approximately $650,000.00. The issue was the time constraint and whom had the authority to proceed with the process. Mr. Noe Hinojosa, Hidalgo County Financial Advisor from Estrada and Hinojosa, explained that the transaction needs to be done by December 31, 2014. He explained the process is lengthy; therefore, it needs to get started as soon as possible. At this time, Judge Garcia decided to call Mr. Chuy Ramirez, Bond Counsel, to obtain his opinion and guidance regarding the issue. When Judge Garcia returned, he stated that Mr. Ramirez would be arriving to the meeting shortly and requested a motion to proceed to Executive Session.

NO ACTION taken on this Item.

9. **AI -47159** Pursuant to Texas Water Code Chapter / Section 49.057 Management of the District, (a) and (d) related to contracting and selection of a Financial Advisor, the District shall follow the procedures provided in Subchapter A, Chapter 2254, Government Code (Professional Services Procurement Act). Acceptance and approval to select Estrada Hinojosa & Company., Inc. as Financial Advisor to the District and direct staff to negotiate contract for such services confirming compliance with those provision set forth in Government Code 2254.004 (1) on the basis of demonstrated competence and qualification to perform services; and (2) for the fair and reasonable price (fees permitted by law).

NO ACTION taken on this Item.

10. **AI -47153** Consideration and approval an order authorizing the issuance, sale and delivery of Hidalgo County Drainage District #1 Unlimited Tax Refunding Bonds, Series 2014; delegating certain authority to the County Judge and the Financial Officer of the District pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding bonds; authorizing the execution of a bond purchase contract; approving an official statement, execution of an escrow and trust agreement, and making other provisions regarding such bonds and matters incident thereto."

Mr. Chuy Ramirez, Bond Counsel, recommended action take place on this Item because it would initiate the process of refunding. He stated the other items on the agenda are no longer viable at this time. He continued by saying that by adopting the order, it would give them the opportunity to legally address the issue immediately.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS , seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Commissioner Joe Flores stepped away from the meeting.

Mr. Ramirez suggested that he meet with the Districts staff and counsel to

determine whether they can proceed without a financial advisor or is there a legally binding relationship with a financial advisor. Judge Garcia commented that there probably is with First Southwest. The question arose on whether there is still a binding contract between First Southwest and the County. Confirmation was yet to be determined.

The Board proceeded to adjourn.

11. **AI -47173** Requesting approval to advertise for RFQ/P for Financial Advisor for Drainage District #1

NO ACTION taken on this Item.

12. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

NO ACTION on Items 12.A and 12.B.

13. **Open Session:**

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

NO ACTION on 13.A and 13.B.

14. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

NO ACTION taken on this Item.

15. **Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

NO ACTION taken on this Item.

16. **Adjourn**

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 28th day of October, 2014

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Virginia Jones, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on October 28, 2014.

Signed this 28th day of October 2014

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Virginia Jones, Deputy

SPECIAL MEETING - October 28, 2014

BE IT REMEMBERED, that on this 28th day of October A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
October 28, 2014
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the Board were counted present.

2. **Open Forum**

Kathy Olivarez stated she had a request by a reader regarding the the Bond Issue. The reader lives on the bank of the Mission Lateral and was concerned over it barely holding. Due to the bond debt being paid, she stated he would like to know what is being done.

Godfrey Garza stated that the project is going forward on the pump house. The Penitas Pump structure is underway once the certification is complete. The pump house issue still has not been confirmed on whether restructuring or reconstruction will need to be done.

3. **Approval of Consent Agenda**

The Board moved to approve the Consent Agenda.

4. **AI -47022** Approval of Interlocal Cooperation Agreement Between Delta Lake Irrigation District And Hidalgo County Drainage District #1 as it relates to drainage improvements to a portion of the ROW.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

5. **AI -47107** A.) Requesting approval to purchase uniforms for HCDD1 employees from Unifirst through the District's membership with NJPA (National Joint Powers Alliance) Contract No. 012111-UFC.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS , seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B.) Requesting approval to purchase System Design and Integration Services (Data Drops) from Superior Alarms through the District's membership with BuyBoard Contract No. 409-12 & 401-12.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C.) Requesting approval to purchase (1) one Hon Desk from Gateway Printing & Office Supply Inc. through the District's membership with TXMAS Contract No. 6-71111060-11.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

D.) Requesting approval of Supplemental Agreement No. 1 with R. Gutierrez Engineering Corporation to Agreement for Professional Services "Assessment and Repair of Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road" as to add sub consultants and their rates to the agreement for Construction Material Testing Services.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with R. Gutierrez Engineering Corporation; requesting approval of Work Authorization No. 3 in the amount of $3,201.55 as it relates to Construction Materials Testing Services for the "Repair of an Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2013 BOND SERIES

F.) Requesting approval of Change Order No. 4 with IPR South Central to extend contract time as it relates to Contract No. TP07-13, "Pct. 2 Rado Drain Re-Route Project".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

G.) Requesting approval of Work Authorization No. 1 with Dos Logistics, Inc. in the amount of $38,811.00 for Engineering Services as it relates to "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements".

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

HCDD#1

HIDALGO COUNTY DRAINAGE DISTRICT

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

PURCHASE ORDER

Date	Number
3/18/2015	626622

Attention: J. SALAZAR

Shipping Address: 902 N. Doolittle
Edinburg, TX 78542

Shipping Method:

Vendor Address:
DOS LOGISTICS, INC
P.O. BOX 8337
WESLACO, TX 78599

WA NO. 3 SUPPLEMENTAL AGREEMENT NO.1
GEO-TECHNICAL SERVICES PCT. 4 RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS APPROVED BY B.O.D. 10/28/2014

VENDOR NOTES
1. DO NOT ADD TO, ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

Item Code	Description	GL Code	Dist... Code	Quantity	Unit Price	Total	Date Received
	GEO-TECHNICAL SERVICES	43340	365	1.00	7,750.00	7,750.00	

Purchase Order Total: $7,750.00

Vendor Name DOS LOGISTICS, INC 3/18/2015 626622

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
	GEO-TECHNICAL SERVICES	EA	1.00	7,750.00	7,750.00

Purchase Order Total: $7,750.00

Authorized By: _____

P.O. 626622

Hidalgo County Drainage District #1
902 N. Doolittle Rd.
Edinburg, TX 78542
Office#: (956) 292-7080
Fax#: (956) 292-7089

REQUISITION FORM

DATE: 02.20.2015

REQUESTED BY: J. Salazar

UNIT#: Pct. 4 Rural Drainage 2013 Bonds

PREPARED BY: J. Salazar

VENDOR'S NAME: Dos Logistics, Inc

PHONE: (_____)_____

PERSON CONTACTED: O. Cancino

QTY.	PARTS #	DESCRIPTION	UNIT PRICE	TOTAL
1		Work Auth No. 3	$7,750.00	$7,750.00
		Geo Tech Services - Pct. 4		
		La Blanca Area Drainage		
		Imp.		

Approval By: [signature] 02.20.2015

Date: _____

TOTAL: $7,750.00

If over $1,000.00 Please Attach 3 Quotes

COMMENTS: Approved by B.O.D. on 10.28.2014

__-110-433-006-_____

____-110-415-003-_____

WARRANTY, IF APPLICABLE: _____

BONDS :

15-133-433-365-040-005-43340

ENC. SESSION: 76602

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES
CONTRACT # _____

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the "Owner", and Dos Logistics, Inc., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Geotechnical services.

See Attached "Exhibit B" for detailed Scope of Services for the Roadway Improvements as it relates to the Hidalgo County Pct. 4 – Rural Drainage Development La Blanca Area Drainage Improvements

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 7,750.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5/2 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 15-133-433-365-040-085-43340
Requisition Number 626622

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 Dos Logistics, Inc **as to content and detail of this Work Authorization No.** 134-5-

BY: _____, P.E.

Eric C. Ybarra, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____, as indicated below and effective as of _____ day of _____ 2014.

THE ENGINEER:

_____, P.E.

Eric C. Ybarra, President/CEO
Dos Logistics, Inc.

THE OWNER:

Ramon Garcia

Ramon Garcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 10/28/14

APPROVED AS TO FORM:
ATLAS, HALL, & RODRIGUEZ, LLP
BY: _____

EXHIBIT "A"

Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the **Project**.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **Project**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **Project** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **Project** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT "B"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Hidalgo County Pct. 4 – Rural Drainage Development La Blanca Area Drainage Improvements

SCOPE OF SERVICES

Project Startup

Prepare Geotechnical Report

Geotechnical Survey and Engineering Design for Drainage

Develop Bore Logs for PS&E

HCDL

EXHIBIT "C"
WORK SCHEDULE

HIDALGO COUN AINAGE DISTRICT No.1
HIDALGO COUNTY PRECINCT No.4
RURAL DRAINAGE DEVELOPMENT LA BLANCA
AREA DRAINAGE IMPROVEMENTS

| Engineering Schedule Summary | Duration | August 14' | | |

EXHIBIT "D"

PROJECT FEE FOR HIDALGO COUNTY PCT. 4
RURAL DRAINAGE DEVELOPMENT LA BLANCA AREA DRAINAGE IMPROVEMENTS

ATTACHMENT I

GEOTECHNICAL ENGINEERING STUDY
ESTIMATE WORKSHEET FOR: PORTABLE EMERGENCY RELEASE PUMP STATION STRUCTION - LA BLANCA
Date: Thursday, July 24, 2014

TO: DOS LOGISTICS, INC.
1002 E. EXPRESSWAY 83
WESLACO, TEXAS 78596

PROPOSAL NO.: PMA14-063-00

ATTN: OSCAR CANCINO, PE
PRINCIPAL

	Number	Depth	Soil	Rock	Soil
STRUCTURE	2	50	50	0	***100***
				0	***0***
				0	***0***
				0	***0***
Totals	2	50	50	0	***100***

FIELD OPERATIONS		**QUANTITY**		**UNIT PRICE**	**TOTAL**
Mobilization of Drill Rig		1	l.s.	$225.25	$225.25
Drilling/Sampling	stnd drilling	70	l.f.	$11.50	$805.00
Drilling/Sampling	mud rotary	30	l.f.	$15.50	$465.00
Trip Charge		49	mile	$1.00	$49.00
Field Coordination		1	hrs.	$110.00	$110.00
Boring Layout & Travel Time		2	hrs.	$47.75	$95.50
Logger		10	hrs.	$47.75	$477.50
Plugging the holes		100	ft	$5.25	$525.00
				Field Operations Subtotal:	$2,752.25

LABORATORY TESTS	**QUANTITY**		**UNIT PRICE**	**TOTAL**
Atterberg Limits (PI)	8	ea.	$81.50	$652.00
Minus 200-mesh Sieve	6	ea.	$55.00	$330.00
Unconfined Compres.	3	ea.	$47.75	$143.25
Hydrometer	1	ea.	$301.75	$301.75
Moisture Content	26	ea.	$10.25	$266.50
Permeability	1	ea.	$475.00	$475.00
Corrosivity	1	ea.	$381.75	$381.75
Consolidation	1	ea.	$731.00	$731.00
			Laboratory Testing Subtotal:	$3,281.25

ENGINEERING AND REPORT	**QUANTITY**		**UNIT PRICE**	**TOTAL**
Geotechnical Engineer (PE)	1	hrs.	$161.00	$161.00
Jr. Geotechnical Engineer (EIT)	12	hrs.	$110.00	$1,320.00
Drafting	1	hrs.	$88.50	$88.50
Secretary/Word Processor (NS)	3	hrs.	$49.00	$147.00
			Engineering and Report Writing Subtotal:	$1,716.50
			TOTAL:	$7,750.00

EXBHIBIT "D1"

RABA KISTNER CONSULTANTS

Contract Rate Schedule

FIELD OPERATIONS		UNIT PRICE
Mobilization of Drill Rig		$225.25
Drilling/Sampling	stnd drilling	$11.50
Drilling/Sampling	mud rotary	$15.50
Trip Charge		$1.00
Field Coordination		$110.00
Boring Layout & Travel Time		$47.75
Logger		$47.75
Plugging the holes		$5.25

LABORATORY TESTS	UNIT PRICE
Atterberg Limits (PI)	$81.50
Minus 200-mesh Sieve	$55.00
Unconfined Compres.	$47.75
Hydrometer	$301.75
Moisture Content	$10.25
Permeability	$475.00
Corrosivity	$381.75
Consolidation	$731.00

ENGINEERING AND REPORT	UNIT PRICE
Geotechnical Engineer (PE)	$161.00
Jr. Geotechnical Engineer (EIT)	$110.00
Drafting	$88.50
Secretary/Word Processor (NS)	$49.00

Vote: 5 - 0 - Unanimously

H.) Requesting approval of Supplemental Agreement No. 1 to Agreement for Professional Services with Dos Logistics, Inc. as it relates to "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements" as to add sub consultants and their rates to the agreement for Survey & Geo-technical Services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

I.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of Work Authorization No. 2 in the amount of $9,432.00 as it relates to Surveying Services for "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

J.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of work Authorization No. 3 in the amount of $7,750.00 as it relates to Geo-technical Services for "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

K.) Requesting approval of Work Authorization No. 1 with Dos Logistics, Inc. in the amount of $29,088.00 for Engineering Services as it relates to "Pct. 4 - Alamo Lateral Control Structure".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

L.) Requesting approval of Supplemental Agreement No. 1 to Agreement for Professional Services with Dos Logistics, Inc. as it relates to "Pct. 4 - Alamo Lateral Control Structure" as to add sub consultants and their rates to the agreement for Survey & Geo-technical Services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

M.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of Work Authorization No. 2 in the amount of $8,558.40 as it relates to Surveying Services for "Pct. 4 - Alamo Lateral Control Structure".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

N.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with Dos Logistics, Inc.; requesting approval of Work Authorization No. 3 in the amount of $7,790.00 as it relates to Geo-technical Services for "Pct. 4 - Alamo Lateral Control Structure".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

O.) Requesting approval to accept bid and award Construction Contract to lowest bidder meeting all required specifications for RFB No. HCDD1-14-028-10-09 "Drain Control Structures Monte Cristo & Weslaco North Lateral". M-5 Texas Enterprises in the amount of $384,016.00.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

6. **AI -47062** Discussion and approval of counter offer as it relates to J-09 drainage project land acquisition of parcel #57.

This Item was discussed during Open Session.

Mr. Garza stated that the appraised value of the property is $8,786.00 in which they have a negotiated counter offer of $10,786.00. He would like the Board to consider accepting the counter offer and closing on the property.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT.1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

At this time, Judge Garcia recessed the meeting for Items 8, 9, 10, and 11 to be discussed once Mr. Ramirez joined the meeting.

7. **AI -47165** Discussion, Consideration and Approval regarding Hidalgo County Drainage District #1 Investment Policy per Chapter 2256.005(e) of the Local Government Code.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

8. **AI -47175** Approval of Amendment to Amended and Restated Interlocal Cooperation Agreement between Hidalgo County and Drainage District #1

Judge Garcia explained that the Drainage District is in an attempt to refinance/refund the Bonds to save approximately $650,000.00. The issue was the time constraint and whom had the authority to proceed with the process. Mr. Noe Hinojosa, Hidalgo County Financial Advisor from Estrada and Hinojosa, explained that the transaction needs to be done by December 31, 2014. He explained the process is lengthy; therefore, it needs to get started as soon as possible. At this time, Judge Garcia decided to call Mr. Chuy Ramirez, Bond Counsel, to obtain his opinion and guidance regarding the issue. When Judge Garcia returned, he stated that Mr. Ramirez would be arriving to the meeting shortly and requested a motion to proceed to Executive Session.

NO ACTION taken on this Item.

9. **AI -47159** Pursuant to Texas Water Code Chapter / Section 49.057 Management of the District, (a) and (d) related to contracting and selection of a Financial Advisor, the District shall follow the procedures provided in Subchapter A, Chapter 2254, Government Code (Professional Services Procurement Act). Acceptance and approval to select Estrada Hinojosa & Company., Inc. as Financial Advisor to the District and direct staff to negotiate contract for such services confirming compliance with those provision set forth in Government Code 2254.004 (1) on the basis of demonstrated competence and qualification to perform services; and (2) for the fair and reasonable price (fees permitted by law).

NO ACTION taken on this Item.

10. **AI -47153** Consideration and approval an order authorizing the issuance, sale and delivery of Hidalgo County Drainage District #1 Unlimited Tax Refunding Bonds, Series 2014; delegating certain authority to the County Judge and the Financial Officer of the District pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding bonds; authorizing the execution of a bond purchase contract; approving an official statement, execution of an escrow and trust agreement, and making other provisions regarding such bonds and matters incident thereto."

Mr. Chuy Ramirez, Bond Counsel, recommended action take place on this Item because it would initiate the process of refunding. He stated the other items on the agenda are no longer viable at this time. He continued by saying that by adopting the order, it would give them the opportunity to legally address the issue immediately.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS , seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Commissioner Joe Flores stepped away from the meeting.

Mr. Ramirez suggested that he meet with the Districts staff and counsel to

determine whether they can proceed without a financial advisor or is there a legally binding relationship with a financial advisor. Judge Garcia commented that there probably is with First Southwest. The question arose on whether there is still a binding contract between First Southwest and the County. Confirmation was yet to be determined.

The Board proceeded to adjourn.

11. **AI -47173** Requesting approval to advertise for RFQ/P for Financial Advisor for Drainage District #1

NO ACTION taken on this Item.

12. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

NO ACTION on Items 12.A and 12.B.

13. **Open Session:**

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

NO ACTION on 13.A and 13.B.

14. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

NO ACTION taken on this Item.

15. **Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

NO ACTION taken on this Item.

16. **Adjourn**

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 28th day of October, 2014

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Virginia Jones, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on October 28, 2014.

Signed this 28th day of October 2014

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Virginia Jones, Deputy

SPECIAL MEETING - October 28, 2014

BE IT REMEMBERED, that on this 28th day of October A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
October 28, 2014
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

   All members of the Board were counted present.

2. **Open Forum**

   Kathy Olivarez stated she had a request by a reader regarding the the Bond Issue. The reader lives on the bank of the Mission Lateral and was concerned over it barely holding. Due to the bond debt being paid, she stated he would like to know what is being done.

   Godfrey Garza stated that the project is going forward on the pump house. The Penitas Pump structure is underway once the certification is complete. The pump house issue still has not been confirmed on whether restructuring or reconstruction will need to be done.

3. **Approval of Consent Agenda**

   The Board moved to approve the Consent Agenda.

4. **AI -47022** Approval of Interlocal Cooperation Agreement Between Delta Lake Irrigation District And Hidalgo County Drainage District #1 as it relates to drainage improvements to a portion of the ROW.

   On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

   Vote: 5 - 0 - Unanimously

5. **AI -47107** A.) Requesting approval to purchase uniforms for HCDD1 employees from Unifirst through the District's membership with NJPA (National Joint Powers Alliance) Contract No. 012111-UFC.

   On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS , seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

   Vote: 5 - 0 - Unanimously

   B.) Requesting approval to purchase System Design and Integration Services (Data Drops) from Superior Alarms through the District's membership with BuyBoard Contract No. 409-12 & 401-12.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C.) Requesting approval to purchase (1) one Hon Desk from Gateway Printing & Office Supply Inc. through the District's membership with TXMAS Contract No. 6-71111060-11.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

D.) Requesting approval of Supplemental Agreement No. 1 with R. Gutierrez Engineering Corporation to Agreement for Professional Services "Assessment and Repair of Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road" as to add sub consultants and their rates to the agreement for Construction Material Testing Services.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E.) Pursuant to the Boards approval of Supplemental Agreement No. 1 with R. Gutierrez Engineering Corporation; requesting approval of Work Authorization No. 3 in the amount of $3,201.55 as it relates to Construction Materials Testing Services for the "Repair of an Aluminum Structural Plate Arch at the Mission Inlet Crossing on McColl Road".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2013 BOND SERIES

F.) Requesting approval of Change Order No. 4 with IPR South Central to extend contract time as it relates to Contract No. TP07-13, "Pct. 2 Rado Drain Re-Route Project".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

G.) Requesting approval of Work Authorization No. 1 with Dos Logistics, Inc. in the amount of $38,811.00 for Engineering Services as it relates to "Pct. 4 - Rural Drainage Development La Blanca Area Drainage Improvements".

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

902 N. Doolittle Road Edinburg, TX 78542 (956)292-7080 Fax: (956)292-7084

October 9, 2015

Mr. Eric C. Ybarra
DOS Logistics, Inc.
1002 E. Expressway 83
Weslaco, TX 78596

RE: **Agreement for Professional Engineering Services-Pct.4 Rural Drainage Development Projects**
La Blanca Area Drainage Improvements & Work Authorizations 1, 2 and 3.
Notice to Cease Work

Mr. Ybarra,

Let this letter serve as confirmation of District's Request to Cease Work on Pct.4 Rural Drainage Development Project for La Blanca Area Drainage Improvements effective immediately. Per the instruction of Precinct 4, Commissioner Palacios, has decided to move forward with the original in-house plan.

District's accounting records indicate zero activity for the project; should you have any billable work pending, please submit to our office at your earliest possible convenience.

Should you have any questions and/or concerns, please do not hesitate to contact our office at (956)292-7080.

Respectfully,
Hidalgo County Drainage District No. 1

Raúl E. Sesín, P.E., CFM
General Manager

CC: Lora Briones, Financial Officer

AI -51760 **14.**

DRAINAGE DISTRICT

Meeting Date: 10/13/2015

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue payment on the following items:

A. Application for Payment No. 2 in the amount of $105, 225.18 from GO Excavating related to Construction Contract No. HCDD1-14-031-12-02 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group.

B. Application for Payment No. 3-Retainage Release in the amount of $30,203.77 from GO Excavating related to Construction Contract No. HCDD1-14-031-12-02 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group.

C. Approval of Certificate of Substantial Completion from GO Excavating for Construction Project No. HCDD1-14-031-12-02 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group.

D. Approval of Certificate of Completion from GO Excavating for Construction Contract No. HCDD1-14-031-12-02 Spanish Palms Subdivision. Project Engineer: Tedsi Infrastructure Group.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	10/09/2015 11:31 AM
Form Started By: Claudette Guerrero		Started On: 10/09/2015 11:18 AM

Final Approval Date: 10/09/2015