AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
June 27, 2017
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Drainage District #1 Board of Directors will be held 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. **AI -60473** Recognition of Commissioner Joseph Palacios with the "Si Se Puede!" award for his commitment to the Community.

6. **AI -60428** A.) Discussion on Hidalgo County Drainage District No.1 Drainage projects, maintenance and operations:

1.) Pct. 1 Adams & Black Subdivision
2.) Pct. 1 Lucero Del Norte
3.) Pct. 1 Heidelberg Subdivision
4.) Dare to Prepare

7. **AI -60475** a. Presentation of scoring grid (for the purposes of ranking by BOD) of the responses received and evaluated in connection with RFP No. HCDD1-17-021-04-26 Property & Casualty Insurance to Include Third Party Administration Services, in order to award and approve premiums for same;

	Montalvo Insurance	Texas Municipal League Intergovernmental Risk Pool
Evaluator 1	83	95
Average Score	83	95
Ranking		

b. Recommendation to accept "Proposal Summary", and award the top ranked proposal received from_____ for Hidalgo County Drainage District No. 1 Property and Casualty Insurance Policies to Include Third Party Administration Services, with authority to purchase proposed awarded policies and services from:_____

c. Acceptance and approval of schedule of premiums/fees and the Liability -Property Rerate Exposure Summary, attached hereto as 2017-2018 Coverage Summary for Property and Casualty Insurance Policies awarded in the total amount of $136,778.00 effective July 20, 2017 through July 20, 2018.

8. **AI -60427** Requesting approval to reclassify two (2) regular full - time positions as follows:

Slot No.	Position Title	Current Budget Salary	Proposed Position Title	Proposed Budgeted Salary
36	Field Supervisor I	$49,137.00	Construction Inspector Supervisor I	$49,137.00
29	Field Supervisor I	$53,958.00	Construction Inspector Supervisor I	$49,137.00

9. **AI -60430** A) Requesting approval of Right of Entry with Alfredo Chavez Jr and Lourdes Chavez, for construction of Plena-Vista Unit 2 Street & Drainage Improvements and authority of the Chairman of the board to execute documents.

B) Requesting approval of Right of Entry with Guillermo Guzman, for construction of Inca Trail Drainage Improvements and authority of the Chairman of the board to execute documents.

10. **AI -60408** Requesting approval to purchase Five (5) John Deere 6145M, 4WD Tractors with attached Maverick 28 ft boom mowers from Alamo Group (TX), Inc., through the Hidalgo County Drainage District No. 1 membership/participation with BuyBoard awarded Contract No. 529-17 in the total amount of $856,168.50 including a 2 yr. Warranty.

11. **AI -60416** A.) Requesting approval of final negotiated Professional Services Agreement with B2Z Engineering, LLC (Agreement No. C-HCDD1-14-037-06-27) as it relates to Hidalgo County Drainage District No.1 - Phase I Drainage Study. Approved for negotiations by HCDD1 Board of Directors on June 13, 2017. (Subject to Legal Review and compliance to Form HB1295)

B.) Pursuant to the Boards approval of Professional Services Agreement with B2Z Engineering, LLC requesting approval of Work Authorization No.1 to Agreement No. C-HCDD1-14-037-06-27 in the amount of $315,024.12 as it relates to Engineering Services for Hidalgo County Drainage No. 1. (Subject to Legal Review and compliance to Form HB1295)

12. **AI -60418** Requesting approval to purchase One (1) 2016 Freightliner 2000 Gal. Water Truck from Houston Freightliner Inc., through the Hidalgo County Drainage District No. 1 membership/participation with H-GAC awarded Contract #HT06-16 in the total amount of $75,386.82.

13. **AI -60365** Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Texas Cordia Construction, LLC for RFB No. HCDD1-17-026-05-10 "Hidalgo County Precinct No. 1 Lucero del Norte Subdivision Rural Drainage Development", in the total bid amount of $299,362.00 as recommended by the project engineer TEDSI Infrastructure Group, Inc. subject to compliance with HB1295

14. **AI -60455** Requesting approval of Inter Local Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District No.1 as it relates to Street & Drainage Improvements for Plena Vista Subdivision Unit 2 - Pct. 2. (Subject to Legal Review)

15. **AI -60265** Requesting approval of final negotiated Professional Services Agreement with L&G Consulting Engineers, Inc., dba L&G Engineering, as it relates to On-Call Professional Geotechnical Services (Contract # C-HCDD1-17-034-06-27) for Hidalgo County Drainage District No.1. Approved for negotiations by HCDD1 Board of Directors on May 30, 2017. (Subject to Legal Review and compliance to Form 1295)

16. **AI -60271** Requesting approval of final negotiated Professional Services Agreement with Millennium Engineers Group, Inc., as it relates to On-Call Professional Geotechnical Services (Contract # C-HCDD1-17-033-06-27) for Hidalgo County Drainage District No.1. Approved for negotiations by HCDD1 Board of Directors on May 30, 2017. (Subject to Legal Review and compliance to Form HB1295)

17. **AI -60425** Request approval of (1) one year extension for Interlocal Cooperation Agreement with Hidalgo County Regional Mobility Authority with the same terms and conditions.

18. **AI -60413** A.) Requesting approval of final negotiated Agreement for Professional Services with L&G Engineering, as it relates to Pct. 2 & Pct. 3 - Roadway System off site Drainage Improvements (Agreement No. C-HCDD1-17-040-06-27). Approved for negotiations by HCDD1 Board of Directors on May 10, 2016. (Subject to Legal Review and compliance to Form HB1295).

B) Pursuant to the Boards approval of Agreement for Professional Services with L&G Engineering requesting approval of Work Authorization No. 1 to Agreement No. C-HCDD1-17-040-06-27 in the amount of $635,679.91 as it relates to Professional Engineering Services for Pct. 2 & Pct. 3 - Roadway System off site Drainage Improvements.(Subject to Legal Review and compliance to Form HB1295).

19. **AI -60447** Approval of 2017 Budget Amendment in the amount $635,679.91 needed for Capital Project Fund 130 RMA Roadway System Offsite Drainage Improvement Project Hidalgo County Precinct 2 & 3.

20. **AI -60432** Requesting authority to advertise and approval of procurement packet (i.e., legal notice, specifications, draft contract etc.,) as attached hereto for: Hidalgo County Drainage District No. 1 -RFB No. HCDD1-17-041-07-19 Sale, Removal and Hauling of Fill Dirt/Loose Materials from South Main Drain, East of FM493, including the re-advertisement of project in the event bids are rejected or no bids are received & project is still required.

21. **AI -60453** 2013 Bond Series - Delta Regional Water Management Project.
A. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) with L & G Engineering, Contract No. C-HCDD1-17-014-06-27 for the development of the Delta Water Management Project [as approved for negotiations on BOD meeting of 02-21-2017]

B. Acceptance and approval of Work Authorization No.1 (with an estimated cost of $1,120,598.98) as submitted by L & G Engineering to provide management / administration and preliminary project planning and development (preliminary schematics and survey for two reservoirs and overall hydrologic mapping) services.

C. Pursuant to current contract with L & G Consulting Engineering Inc., (Article 14) a request by engineer to permit the subcontracting of the following for Work Authorization #1:

1. S & B Infrastructure, Ltd.
2. B2Z Engineering, L.L.C.
3. Garza and Gonzalez, P.L.L.C.
4. ROW Surveying Services, L.L.C.
5. STRADA Engineering

D. Acceptance and approval of Work Authorization No.2 (with an estimated cost of $ 560,602.32) as submitted to L & G Engineering to provide management / administration and preliminary project planning and development (environmental investigation, document preparation and public involvement) services.

E. Pursuant to current contract with L & G Consulting Engineering Inc., (Article 14) a request by engineer to permit the subcontracting of the following for Work Authorization #2:

1. CSR Environmental and Consulting, L.L.C.
2. AmaTerra Environmental, Inc.

22. **AI -60462** Requesting authority to advertise and approval of procurement packet (i.e., legal notice,specifications, draft contract etc.,) as attached hereto for: Hidalgo County Drainage District No. 1 -RFB No. HCDD1-17-042-07-19 Sale, Removal and Hauling of Fill Dirt/Loose Materials from Peñitas Drain, including the re-advertisement of project in the event bids are rejected or no bids are received & project is still required.

23. **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**

24. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

27. **Adjourn**

AI -60473 **5.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Recognition of Commissioner Joseph Palacios with the "Si Se Puede!" award for his commitment to the Community.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Jaime Salazar Started On: 06/23/2017 03:59 PM

Final Approval Date: 06/23/2017

AI -60428 **6.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

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

1.) Pct. 1 Adams & Black Subdivision
2.) Pct. 1 Lucero Del Norte
3.) Pct. 1 Heidelberg Subdivision
4.) Dare to Prepare

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Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Jaime Salazar Started On: 06/23/2017 09:35 AM

Final Approval Date: 06/23/2017

AI -60475 **7.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Lora Briones, DRAINAGE DISTRICT

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

a. Presentation of scoring grid (for the purposes of ranking by BOD) of the responses received and evaluated in connection with RFP No. HCDD1-17-021-04-26 Property & Casualty Insurance to Include Third Party Administration Services, in order to award and approve premiums for same;

	Montalvo Insurance	Texas Municipal League Intergovernmental Risk Pool
Evaluator 1	83	95
Average Score	83	95
Ranking		

b. Recommendation to accept "Proposal Summary", and award the top ranked proposal received from_____ for Hidalgo County Drainage District No. 1 Property and Casualty Insurance Policies to Include Third Party Administration Services, with authority to purchase proposed awarded policies and services from:_____

c. Acceptance and approval of schedule of premiums/fees and the Liability -Property Rerate Exposure Summary, attached hereto as 2017-2018 Coverage Summary for Property and Casualty Insurance Policies awarded in the total amount of $136,778.00 effective July 20, 2017 through July 20, 2018.

BACKGROUND

Fiscal Impact

Attachments

Participation Log

Bid Tabulation -Acknowledgement of Receipt

summary

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Moises Salazar Started On: 06/23/2017 04:24 PM

Final Approval Date: 06/23/2017

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

VENDOR PARTICIPATION LOG

PROCUREMENT METHOD: [ ] RFB [X] RFP [ ] WRITTEN QUOTES [ ] CSP [ ] OTHER _____

PROJECT No.	**RFP NO.: HCDD1-17-021-04-26**
PROJECT TITLE:	***"Property and Casualty Insurance to include Third Party Administration Services"***
BID OPENINGS DATE/TIME:	**April 26, 2017. EXTENDED UNTIL: May 10,2017 @ 9:30 am**

VENDOR/COMPANY NAME	PACKET SENT TO E-MAIL ADDRESS OR VIA OTHER (*)	DATE	PHONE NO
1). Texas Municipal League Intergovernmental Risk Pool Luis A. Valdez, Member Services Manager 1821 Rutherford Lane, First Floor Austin, TX 78714-9194	lvaldez@tmlirp.org	04-26-17	512-491-2300 800-537-6655 F: 512-491-2311 Cell: 956-245-0228
2). Montalvo Insurance Agency Ramon Montalvo III 208 South Texas Blvd. Weslaco, TX 78596	ramon@montalvoinsurance.com	04-26-17	Ph: (956) 968-5521|Fax: (956) 969-9198
3). North American Risk Services Alisha Feltman, Client Service and Marketing Representative P.O. Box 166002 Altamonte Springs, FL 32716-6002 www.narisk.com	AFeltman@narisk.com	04-25-17	Phone: (321) 441-1236 Toll Free: (800) 315-6090 Ext. 1236 Fax: (407) 875-1417
4). Onvia STACY HOTES-APRATO, Data Support Manager 509 Olive Way Seattle, WA 98101	shotes@onvia.com	04-25-17	P: (206) 373-9507
5). USI Southwest Phillip Briscoe, Property & Casualty Producer 2505 E Missouri Ave. El Paso, TX 79903	Phillip.Briscoe@usi.com	04-25-17	p: 915.534.9412 c: 915.490.0420 f: 866.494.6822
6). Arthur J. Gallagher Risk Management Services, Inc. Attn: Mike Kessler ARM, AIC, CIC,Area Vice President Two Lincoln Center 5420 LBJ Freeway, Suite 400, Dallas, Texas 75240 www.ajg.com	Mike_Kessler@ajg.com	04-25-17	P:972.663.6113 | M:972.658.2710 | F: 972.663.6036
7). The Klement Agency Greg Klement P.O. Box 820 Prosper, Texas 75078 www.klementagency.com	DID NOT REQUEST PACKET - ONLY INQUIRING ABOUT CURRENT PROVIDER. greg@klementagency.com	05-08-17	800-776-4076 Phone 866-476-4076 Fax Per Phone conversation with Mr. Klement, declined to request packet.

- * VIA: (IP) = In Person , (FAX) = Via Fax, EMAIL)

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFP RECEIPT ACKNOWLEDGEMENT

RFP NO: HCDD1-17-021-04-26

DESCRIPTION: -	***"Property and Casualty Insurance to include Third Party Administration Services"***
DUE DATE & TIME:	Friday, June 9, 2017 at 10:30 am

No.	NAME OF FIRM / COMPANY	RFP Original	3 Copies	ADDENDA					
				1	2	3	4	5	6
#1	TML-IRP	✓	✓	✓	✓	✓	✓	✓	✓
#2	Montalvo Ins. Agency	✓	✓	✓	✓		✓	✓	✓
#3									
#4									
#5									
#6									
#7									
#8									
#9									
#10									

TML
INTERGOVERNMENTAL RISK POOL

P.O. Box 149194
Austin, Texas 78714-9194
(800) 537-6655 PH/ (512) 491-2404 FAX

2016/2017 FUND YEAR
LIABILITY – PROPERTY RERATE EXPOSURE SUMMARY

Please complete the enclosed Exposure Summary and Decision Forms, keep a copy for your records and return the original to the Texas Municipal League Intergovernmental Risk Pool Underwriting Department in the enclosed self-addressed envelope.

For assistance, contact your Member Services Manager, Luis Valdez, at (956) 245-0228, or your Underwriter, Karla Grimes, at (800) 537-6655, ext. 334. Answers to frequently asked questions may be found on the Pool's website at **www.tmlirp.org**/RRES.

Include a copy of your most recently approved budget if you have not already submitted one this year.

ENTITY INFORMATION

Name:	Hidalgo County Drainage District #1			ID:	9368
Mailing Address:	902 N Doolittle Rd Edinburg, TX 78539-8670				
Physical Address:					
Telephone Number:	(956) 292 - 7080	Fax Number:	(956) 292 - 7080		
Office Hours:	8:00-5:00	Population:		County:	Hidalgo

FUND CONTACT INFORMATION

I have reviewed the attached Liability-Property Exposure Summary and approve of the limits, deductibles, and indicated changes made to reflect updated exposures. I understand that we may not have coverage for unreported operations, exposures, or property.

Liability/Property Fund Contact Name:	Ms. Lora Briones
Fund Contact Title:	Financial Officer
Fund Contact E-mail Address:	lora.briones@hcdd1.org

Fund Contact Signature _____ Date _____

Signature of Person Authorized to Commit the Member _____ Title _____
(Ex. Fund Contact, if authorized to commit Member, or Mayor, City Manager, City Secretary)

NON-PROFIT CORPORATIONS

Entity Name: Hidalgo County Drainage District #1 Entity ID: 9368

Complete this page **only if you wish to add** liability coverage for any non-profit corporation (community development corporations, etc.) sponsored by your entity and not currently covered by TMLIRP.

NON-PROFIT CORPORATIONS

Complete a separate form for each corporation and return, along with copies of the corporation's budget, charter, by-laws, and articles of incorporation. Make additional copies of this page if necessary.

Name of Non-profit Corporation: _____

Briefly describe the purpose of the corporation: _____

_____

_____

Estimated Annual Expenditures: $ _____ (Include non-profit corporation's budget.)

	Yes	No
Was the corporation created or endorsed by resolution? (Include copy of the resolution.)	☐	☐
Does your government accept responsibility on behalf of the corporation for cooperation as required by the Pool's Interlocal Agreement and coverage documents?	☐	☐
Do you either appoint individuals to the corporation's board of directors or have members of your governing board serving on the corporation board with voting rights?	☐	☐
Does your entity accept responsibility for seeing that financial reporting for the corporation is provided to the Pool?	☐	☐
Does the corporation meet all requirements of the Texas Non-profit Corporation Act, including reversion of assets to your entity or one that will carry out the same purpose upon dissolution of the corporation?	☐	☐
Does the corporation participate in any joint ventures or partnerships?	☐	☐

AUTOMOBILE COVERAGE

Entity Name: Hidalgo County Drainage District #1 Entity ID: 9368

If you have covered vehicles, a copy of your current schedule follows. Draw a line through any vehicles you wish to delete and add any newly acquired vehicles on the schedule addendum.

Automobile Liability – Hired/Non-Owned Auto Coverage (included)

Number of Budgeted Full-Time Positions: _____

Do you enlist the services of a temporary employment agency? Yes _____ No _____
If yes, please provide a copy of the employment contract.

Automobile Physical Damage – Newly Acquired Vehicles

Current Fund Year Auto Physical Damage		Upcoming Fund Year Auto Physical Damage	
		_____	No Change
_____	No Coverage	_____	No Coverage
_____	Fleet Automatic	_____	Fleet Automatic
X	Designated Types "As requested."	_____	Designated Types

Fleet Automatic means all autos acquired throughout the year will be covered automatically. To qualify for this option, all your scheduled autos must carry Auto Physical Damage.

Designated Types means autos of the designated types acquired throughout the year are covered automatically (Examples: Vehicles valued greater than $10,000; or vehicles newer than 2007). This option is available only if you carry Auto Physical Damage coverage on all currently scheduled autos of the designated types. You will need to specifically request coverage for vehicles outside the designated types.

Automobile Section – Other Operators

Please list any scheduled automobiles that are leased or furnished to outside organizations or persons other than employees, officials, or volunteers. Include a copy of any written agreement regarding the use of these automobiles.

YEAR	MAKE & MODEL	VIN	DEPT.	VALUE	OPERATOR (Person or Organization)
_____	_____	_____	_____	$ _____	_____
_____	_____	_____	_____	$ _____	_____
_____	_____	_____	_____	$ _____	_____
_____	_____	_____	_____	$ _____	_____
_____	_____	_____	_____	$ _____	_____

Member Name: **Hidalgo County Drainage District #1** ID: **9368**

Important Notice – Liability Coverage

Please include information below for any items that will be added to Member operations during the upcoming year **or** are currently in place but not shown on either the previous listing of exposures or the current Liability Schedule.

The operations shown below are **excluded** from Liability Coverage if not reported. Please enter the projected exposure information for all that apply.

Description	***Projected Exposure***
◆ Amusement Parks - Total Number of Acres *Note: This includes facilities with motor-driven rides or amusements, including water parks.*	_____
◆ Amusement Devices not associated with an Amusement Park - Provide Description: _____ *Note: This includes mechanical amusements such as trains, water slides, etc.*	
◆ Dams or Water Reservoirs - Total Acre Feet Capacity	_____
◆ Day Care Operations - Average Daily Attendance — Operated by Member	_____
Other than temporary recreation programs — Leased to Operator	_____
◆ Electric Utility Operations - Annual Electric Utility Payroll Excluding Clerical	_____
◆ Gas Utility Operations - Annual Gas Utility Payroll Excluding Clerical	_____
◆ Nursing Homes - Number of Facilities	_____
◆ Railroads (operation of) - Miles of Track	_____
◆ Sewage Treatment Facilities - Annual Sewage Operations Payroll Excluding Clerical	_____
◆ Skateboard Facilities - Number of Facilities	_____
◆ Water Treatment Facilities - Annual Waterworks Payroll Excluding Clerical	_____
◆ Wharves, piers, docks or other boat/vessel facilities - Total Revenue	_____

Law Enforcement Liability: If you have added any of the following personnel not shown on the previous listing of exposures, please update the information below:

◆ Police Officers - Total Number	Full Time	_____	Part Time	_____
◆ Police Reserves - Total Number	Full Time	_____	Part Time	_____
◆ Police Clerical - Total Number	Full Time	_____	Part Time	_____
◆ Jails, Holding Facilities or Prisons Used to detain those under legal process			Square Feet *(Area of all holding facilities)*	_____
◆ Animals (Dogs or Horses)			Number	_____
◆ New or expanded Citizens on Patrol Program			Number of Participants	_____

Rerate Exposure Summary Liability Schedule

TML INTERGOVERNMENTAL RISK POOL

Member Name : Hidalgo County Drainage District #1
Member ID : 9368
Contract Type / ID : Liability / 15 7-11-17 to 7-11-18
Liability Territory : 007
Population : 0

Class Code	Classification Description	Current Reported Exposure	Projected Exposure
Coverage: 20	**General Liability 07-11-17 to 07-11-18**		
96702	Irrigation/Drainage System Construction Rating Basis : Payroll excluding clerical	3,746,035	
Coverage: 22	**Errors & Omissions Liability 07-11-17 to 07-11-18**		
00024	E&O Liability-Employee Rated Water Related Dist. Only Rating Basis : Total number of budgeted full-time positions or equivalent	138	
Coverage: 25	**Cyber Liability and Data Breach Response 07-11-17 to 07-11-18**		
25001	Information Security and Privacy Liability Rating Basis :	1	
25002	Breach Response Services Rating Basis :	1	

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
Sorted by VIN
As of 7-11-17

Entity ID 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 15 7-11-17 to 7-11-18

Contributions shown on the Declarations of Coverage for your Automobile Coverages are based on the following schedule of vehicles, classifications, deductibles, limits and reported physical damage values. There is no physical damage coverage for any vehicle where the APD Code shows No APD. Any changes or corrections may require adjustment to the contribution. Auto Catastrophe and Uninsured/Underinsured coverages apply only to vehicles for which "Yes" is shown under Auto Cat and UM/UIM columns.

APD Code : ACV = Actual Cash Value, AV = Agreed Value (Per Endorsement EL214), OCN = Original Cost New, No APD = No Auto Physical Damage

Ded. Code : A = Combined APD (Collision and Comprehensive), B = Comprehensive only Deductible, C = Collision only Deductible, D = Specified Causes of Loss Deductible

Emergency Use: Indicates vehicle is equipped with emergency lighting

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
60	1950 Unknown	Unknown Trailer-Flatbed	68499	Water	No APD			Yes			57
87	2009 Chevrole	Silverado Pickup	0434 01499	Water Unit 96	No APD			25,000 Yes			57
46	1989 GMC	Sierra 1500 1/2T Pickup	0507 01499	Water Unit 39	No APD			25,000 Yes			57
33	1995 GMC	C1500 Pickup	0561 01499	Water Unit 26	No APD			25,000 Yes			57
63	1990 Unknown	Unknown Trailer	058C 68499	Water Lincoln Welder	No APD			Yes			57
31	1995 GMC	C1500 Pickup	0601 01499	Water Unit 23	No APD			25,000 Yes			57
100	2011 Chevrole	2500 Pickup	0628 01499	Drainage Unit 101	ACV	1,000 -A		25,000 Yes			57
50	1966 Lufkin	Unknown Trailer	0708 68499	Water	No APD			Yes			57
101	2011 Chevrole	2500 Pickup	0802 01499	Drainage Unit 102	ACV	1,000 -A		25,000 Yes			57
104	2009 Ford	F250 3/4T Pickup	0998 01499	Drainage Unit 108	ACV	1,000 -A		25,000 Yes			57

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
Sorted by VIN
As of 7-11-17

Entity ID 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 15 7-11-17 to 7-11-18

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
102	2009 Ford	F250 3/4T Pickup	0999 01499	Drainage Unit 106	ACV	1,000 -A		25,000 Yes			57
105	2009 Ford	F250 3/4T Pickup	1000 01499	Drainage Unit 107	ACV	1,000 -A		25,000 Yes			57
99	2011 Chevrole	2500 Pickup	1107 01499	Drainage Unit 100	ACV	1,000 -A		25,000 Yes			57
24	2001 Chevrole	K3500 Pickup	1239 01499	Water Unit 45	No APD			25,000 Yes			57
116	2015 Caterpil	CT660 Truck-Dump	1538 40479		ACV	1,000 -A		25,000 Yes			57
114	2016 Caterpil	CT660 Truck-Dump	1539 40479		ACV	1,000 -A		25,000 Yes			57
113	2016 Caterpil	CT660 Truck-Dump	1676 40479		ACV	1,000 -A		25,000 Yes			57
111	2016 Caterpil	CT660 Truck-Dump	1677 40479		ACV	1,000 -A		25,000 Yes			57
112	2016 Caterpil	CT660 Truck-Dump	1678 40479		ACV	1,000 -A		25,000 Yes			57
115	2015 Caterpil	CT660 Truck-Dump	1679 40479		ACV	1,000 -A		25,000 Yes			57
67	2006 Ford	F250 3/4T Pickup	1790 01499	Water Unit 27	No APD			25,000 Yes			57
14	2005 Ford	F250 3/4T Pickup	1802 01499	Water Unit 77	No APD			25,000 Yes			57
15	2005 Ford	F250 3/4T Pickup	1803 01499	Water Unit 46	No APD			25,000 Yes			57
20	1995 Chevrole	K2500 Pickup	2039 01499	Water Unit 37	No APD			25,000 Yes			57
25	1996 GMC	C3500 Pickup	2094 01499	Water Unit 21	No APD			25,000 Yes			57

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As of 7-11-17

Entity ID 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 15 7-11-17 to 7-11-18

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
71	2006 Ford	F250 3/4T Pickup	2565 01499	Water Unit 18	No APD			25,000 Yes			57
56	2001 Top Hat	Unknown Trailer-Gooseneck	2575 68499	Water	No APD			Yes			57
79	2007 Chevrole	Silverado Pickup	2664 01499	Water Unit 90	No APD			25,000 Yes			57
5	2004 Ford	F250 3/4T Pickup	2723 01499	Water Unit 12	No APD			25,000 Yes			57
47	2000 GMC	Sierra 2500 3/4T Pickup	2916 01499	Water Unit 13	No APD			25,000 Yes			57
48	2000 GMC	Sierra 2500 3/4T Pickup	2933 01499	Water Unit 40	No APD			25,000 Yes			57
65	2006 Ford	F250 3/4T Pickup	3348 01499	Water Unit 11	No APD			25,000 Yes			57
128	2016 Caterpil	CT660 Truck-Dump	3663 40479	Water	ACV	1,000 -A		25,000 Yes			57
129	2016 Caterpil	CT660 Truck-Dump	3664 40479	Water	ACV	1,000 -A		25,000 Yes			57
130	2016 Caterpil	CT660 Truck-Dump	3665 40479	Water	ACV	1,000 -A		25,000 Yes			57
131	2016 Caterpil	CT660 Truck-Dump	3666 40479	Water	ACV	1,000 -A		25,000 Yes			57
54	2004 Ford	F250 3/4T Pickup	3716 01499	Water Unit 82	No APD			25,000 Yes			57
8	1992 Ford	F150 1/2T Pickup	4269 01499	Water Unit 19	No APD			25,000 Yes			57
91	2009 Freightl	Haulster Truck-Dump	4328 21479	Water Unit 89	No APD			25,000 Yes			57
90	2008 Chevrole	Silverado Pickup	4395 01499	Water Unit 88	No APD			25,000 Yes			57

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
Sorted by VIN
As of 7-11-17

Entity ID 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 15 7-11-17 to 7-11-18

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
21	2000 Chevrole	C3500 Pickup	4501 01499	Water Unit 83	No APD			25,000 Yes			57
120	2016 Ford	F250 Pickup	4695 01499		ACV	1,000 -A		25,000 Yes			57
121	2016 Ford	F250 Pickup	4696 01499		ACV	1,000 -A		25,000 Yes			57
122	2016 Ford	F250 Pickup	4697 01499		ACV	1,000 -A		25,000 Yes			57
123	2016 Ford	F250 Pickup	4698 01499		ACV	1,000 -A		25,000 Yes			57
118	2016 Ford	F250 Pickup	4699 01499		ACV	1,000 -A		25,000 Yes			57
124	2016 Ford	F250 Pickup	4700 01499		ACV	1,000 -A		25,000 Yes			57
125	2016 Ford	F250 Pickup	4701 01499		ACV	1,000 -A		25,000 Yes			57
127	2016 Ford	F350 Truck	4702 21499		ACV	1,000 -A		25,000 Yes			57
126	2016 Ford	F250 Pickup	4703 01499		ACV	1,000 -A		25,000 Yes			57
117	2016 Ford	F350 Pickup	4704 21499		ACV	1,000 -A		25,000 Yes			57
12	1999 Ford	F150 1/2T Pickup	4771 01499	Water Unit 78	No APD			25,000 Yes			57
13	1999 Ford	F150 1/2T Pickup	4772 01499	Water Unit 79	No APD			25,000 Yes			57
83	2009 Chevrole	Silverado Pickup	4855 01499	Water Unit 95	No APD			25,000 Yes			57
88	2008 Chevrole	Tahoe Truck-Sport Utility	4976 01499	Water Unit 86	No APD			25,000 Yes			57

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
Sorted by VIN
As of 7-11-17

Entity ID 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 15 7-11-17 to 7-11-18

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
132	2016 Ford	F350 Pickup	5001 21499	Water	ACV	1,000 -A		25,000 Yes			57
141	2016 Ford	F350 Pickup	5001 21499	Water	ACV	1,000 -A		25,000 Yes			57
98	2013 Caterpil	CT660 Truck-Dump	5117 34479	Unit 105	ACV	1,000 -A		25,000 Yes			57
89	2008 Chevrole	Silverado Pickup	5257 01499	Water Unit 87	No APD			25,000 Yes			57
103	2009 Ford	F150 1/2T Pickup	5534 01499	Drainage Unit 109	ACV	1,000 -A		25,000 Yes			57
10	1990 Ford	F150 1/2T Pickup	5584 01499	Water Unit 15	No APD			25,000 Yes			57
62	1999 Unknown	Unknown Trailer-Flatbed	5846 68499	Water	No APD			Yes			57
86	2009 Chevrole	Silverado Pickup	5854 01499	Water Unit 94	No APD			25,000 Yes			57
75	2007 Ford	F250 3/4T Pickup	5964 01499	Water Unit 61	No APD			25,000 Yes			57
76	2007 Ford	F250 3/4T Pickup	5965 01499	Water Unit 60	No APD			25,000 Yes			57
70	2007 Ford	F250 3/4T Pickup	5966 01499	Water Unit 74	No APD			25,000 Yes			57
40	1997 GMC	Sierra 1500 1/2T Pickup	6035 01499	Water Unit 22	No APD			25,000 Yes			57
55	2001 Ford	F250 3/4T Pickup	6085 01499	Water Unit 49	No APD			25,000 Yes			57
37	1997 GMC	Sierra 1500 1/2T Pickup	6322 01499	Water Unit 34	No APD			25,000 Yes			57
36	1997 GMC	Sierra 1500 1/2T Pickup	6330 01499	Water Unit 28	No APD			25,000 Yes			57

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
Sorted by VIN
As of 7-11-17

Entity ID 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 15 7-11-17 to 7-11-18

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
39	1997 GMC	Sierra 1500 1/2T Pickup	6373 01499	Water Unit 43	No APD			25,000 Yes			57
93	2009 Chevrole	Silverado Pickup	6420 01499	Water Unit 97	No APD			25,000 Yes			57
85	2009 Chevrole	Silverado Pickup	6431 01499	Water Unit 93	No APD			25,000 Yes			57
35	1997 GMC	Sierra 1500 1/2T Pickup	6528 01499	Water Unit 14	No APD			25,000 Yes			57
44	1999 GMC	Sierra 1500 1/2T Pickup	6806 01499	Water Unit 81	No APD			25,000 Yes			57
72	2000 Chevrole	C2500 Pickup	6947 01499	Water Unit 42	No APD			25,000 Yes			57
119	2016 Ford	Fusion Private Passenger	6973 3A		ACV	1,000 -A		25,000 Yes			57
94	2010 Chevrole	C2500 Pickup	6978 01499	Drainage Unit 98	ACV	1,000 -A		25,000 Yes			57
82	2008 Chevrole	C2500 Pickup	7010 01499	Water Unit 91	No APD			25,000 Yes			57
45	1998 GMC	Sierra 1500 1/2T Pickup	7244 01499	Water Unit 47	No APD			25,000 Yes			57
11	2002 Ford	F250 3/4T Pickup	7270 01499	Water Unit 53	No APD			25,000 Yes			57
77	2006 Peterbil	Unknown Truck-Dump	7363 21479	Water Unit 52	No APD			25,000 Yes			57
96	2012 Chevrole	K2500 Pickup	7410 01499	Water Unit 103	ACV	1,000 -A		25,000 Yes			57
97	2012 Chevrole	K2500 Pickup	7619 01499	Water Unit 104	ACV	1,000 -A		25,000 Yes			57
95	2011 Big Tex	Unknown Trailer-Dump	7932 68499	Water	ACV	1,000 -A		Yes			57

Entity ID 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 15 7-11-17 to 7-11-18

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
17	1999 Chevrole	C3500 Pickup	8435 01499	Water Unit 80	No APD			25,000 Yes			57
41	1999 GMC	Sierra 1500 1/2T Pickup	8509 01499	Water Unit 76	No APD			25,000 Yes			57
43	1999 GMC	Sierra 1500 1/2T Pickup	8554 01499	Water Unit 75	No APD			25,000 Yes			57
23	1998 Chevrole	K3500 Pickup	8683 01499	Water Unit 48	No APD			25,000 Yes			57
84	2009 Chevrole	Silverado Pickup	8689 01499	Water Unit 92	No APD			25,000 Yes			57
133	2016 Ford	F250 Pickup	8745 01499	Water	ACV	1,000 -A		25,000 Yes			57
134	2016 Ford	F250 Pickup	8746 01499	Water	ACV	1,000 -A		25,000 Yes			57
135	2016 Ford	F250 Pickup	8747 01499	Water	ACV	1,000 -A		25,000 Yes			57
136	2016 Ford	F250 Pickup	8748 01499	Water	ACV	1,000 -A		25,000 Yes			57
137	2016 Ford	F250 Pickup	8749 01499	Water	ACV	1,000 -A		25,000 Yes			57
138	2016 Ford	F250 Pickup	8750 01499	Water	ACV	1,000 -A		25,000 Yes			57
139	2016 Ford	F250 Pickup	8751 01499	Water	ACV	1,000 -A		25,000 Yes			57
140	2016 Ford	F250 Pickup	8752 01499	Water	ACV	1,000 -A		25,000 Yes			57
9	1996 Ford	F150 1/2T Pickup	8989 01499	Water Unit 32	No APD			25,000 Yes			57
6	1996 Ford	F150 1/2T Pickup	8990 01499	Water Unit 25	No APD			25,000 Yes			57

Texas Municipal League Intergovernmental Risk Pool
Rerate Exposure Summary Automobile Schedule
Sorted by VIN
As of 7-11-17

Entity ID 9368
Entity Name . . . . . Hidalgo County Drainage District #1
Contract type / ID . . LIAB / 15 7-11-17 to 7-11-18

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
73	2000 Chevrole	C2500 Pickup	9226 01499	Water Unit 38	No APD			25,000 Yes			57
64	2006 Ford	F250 3/4T Pickup	9358 01499	Water Unit 20	No APD			25,000 Yes			57
74	2004 Chevrole	C2500 Pickup	9549 01499	Water Unit 84	No APD			25,000 Yes			57
106	2014 Ford	F250 3/4T Pickup	9724 01499	113	ACV	1,000 -A		25,000 Yes			57
109	2014 Ford	F250 3/4T Pickup	9725 01499	110	ACV	1,000 -A		25,000 Yes			57
108	2014 Ford	F250 3/4T Pickup	9726 01499	111	ACV	1,000 -A		25,000 Yes			57
107	2014 Ford	F250 3/4T Pickup	9729 01499	112	ACV	1,000 -A		25,000 Yes			57

Grand Total: 107 Items
Grand Totals for Coverages

Auto Liability	:	107 Items
Auto Medical Payments	:	101 Items
Auto Physical Damage	:	47 Items
Hired and Non-owned Auto.	:	138 Budgeted Full-Time Positions
Uninsured/Underinsured Motorists. .	:	107 Items

Entity Name: Hidalgo County Drainage District #1
Rerate Exposure Summary Automobile Schedule Addendum

Ex.	Year	Make & Model	Complete VIN	Department	Secondary ID[1]	Gross Veh Wt	APD Value[2] / Code[3]	Emer. Use[4]	Leased *
	2002	*Chevrolet C1500*	*2GCEC19X22X124622*	*Public Works*	*Unit #23-4*	*5,460*	*$17,030 / OCN*	*No*	*No*
1.									
2.									
3.									
4.									
5.									

*If any of the vehicles listed above are not owned by your entity, complete the following.

Year	Make & Model	VIN	Name & Address of Registered Owner	Name & Address of Lessor

[1] **Secondary ID:** Entity's own identification for the auto.

[2] **Provide an APD value when auto physical damage coverage is elected for a vehicle.** If coverage for auto physical damage is not desired, enter "NO APD." Note: Include the value of machinery and equipment permanently affixed to the vehicle and not intended for use away from the vehicle (e.g. emergency light bars, aerial ladders, snorkels, truck-mounted cherry pickers).

[3] **Select the APD code that describes the value you have provided.** APD Codes: OCN = Original Cost New; ACV = Actual Cash Value (depreciated value); AV = Agreed Value (available for high value vehicles and cannot be greater than what was originally paid for the vehicle).

[4] **Indicates those fire and police vehicles equipped with emergency lighting.**

LIABILITY COVERAGES DECISION FORM

Entity Name . . . . . Hidalgo County Drainage District #1
Entity ID 9368
Contract Type / ID . . LIAB / 15 7-11-17 to 7-11-18

Coverage	Current Limits	Current Deductibles
General Liability	5,000,000	5,000
Errors & Omissions Liability	2,000,000	25,000
Automobile Medical Payments	25,000	1,000
Automobile Liability	500,000	1,000
Uninsured/Underinsured Motorists	300,000	250 PD
Automobile Physical Damage	Per Schedule	1,000

Please indicate below the limits and deductibles that you wish to apply to your rerate coverages. If you wish to retain the current limits and deductibles shown above, please place an **"X"** in the **"No Change"** column for the applicable coverages.

Coverage	No Change	Rerate Requested Limits	Rerate Requested Deductibles
General Liability	____	_____	_____
Errors & Omissions Liability	____	_____	_____
Automobile Medical Payments	____	_____	_____
Automobile Liability	____	_____	_____
Uninsured/Underinsured Motorists	____	_____	_____
Automobile Physical Damage	____	_____	_____

(Return All Pages)

Member Name: **Hidalgo County Drainage District #1** ID: **9368**

Important Notice – Property Coverage

ALL OWNED PROPERTY LOCATIONS MUST BE REPORTED IN ORDER FOR COVERAGE TO APPLY. IT IS ASSUMED THAT UNREPORTED PROPERTY IS NOT INTENDED TO BE COVERED.

The Pool Property Coverage Document requires each member to annually provide the Pool with a statement of 100% values for all buildings, structures, personal property (contents) and mobile equipment to be covered for the following year.

Please review the schedules, draw a line through any item to be deleted, and update any other information. List additions on the Schedule Addendums located behind each schedule.

Real and Personal Property Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018 Shown As of 07/11/2017

TML INTERGOVERNMENTAL RISK POOL

The contribution and limit calculated for your Real and Personal Property Coverages are based on the following schedule. The values shown are the estimated Replacement Cost or Actual Cash Value (RC or ACV) unless otherwise noted and endorsed. Any changes or corrections may require adjustment to the contribution. Improvements and betterments to locations you lease from others are included with the contents value. Your elected Coverage Extension limits are shown on a separate schedule.

ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bldg Value Valuation Basis	Contents Value Valuation Basis
1	902 N Doolittle Rd	1986	Office/Tractor Shop	424,115	250,000
			Water	RC	RC
2	902 N Doolittle Rd	1980	Welding Shop	99,022	50,000
			Water	RC	RC
3	Edinburg Lake on	0	Pump #1 & #2	263,425	0
			Water	RC	
4	2 Mi S 281 S	0	Pump #3,#4,& #5	440,071	0
			Water	RC	
5	N Levee 281 & Jackson	0	Pump #6 & #7	237,588	0
			Water	RC	
6	N Levee 281 & Jackson	0	Pump #8 & #9	162,255	0
			Water	RC	
7	S of Donna Levee	0	Pump #10/Fence	122,009	0
			Water	RC	
8	S of Weslaco	0	Pump #11/Fence	101,759	0
			Water	RC	
9	1/2 Mi E 1015 S Levee	0	Pump #12/Fence	86,445	0
			Water	RC	
10	S of Mercedes	0	Pump #13/Fence	76,320	0
			Water	RC	
11	S of Mercedes	0	Pump #14 & #15	152,384	0
			Water	RC	
12	S of Panchita	0	Pump #16	152,384	0
			Water	RC	
13	S of Monte Cristo	0	Pump #17	71,384	0
			Water	RC	
14	1 mi W of La Homa-Palmview	0	Fence @ Pump #17	15,570	0
			Water	RC	
15	902 N Doolittle Rd	1997	(3)Fuel Storage Tanks	207,594	0
			Water	RC	
16	902 N Doolittle Rd	1997	Main Office	518,985	250,000
			Water	RC	RC
18	902 N Doolittle Rd	1986	Tire Room	17,023	50,000
			Water	RC	RC
20	Palmview	2003	Pump #18	40,755	0
			Water	RC	
21	Linda Vista	2003	Pump #19	40,755	0
			Water	RC	

Real and Personal Property Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018 Shown As of 07/11/2017

ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bldg Value Valuation Basis	Contents Value Valuation Basis
22	902 N Doolittle Rd		Training Center	155,696	250,000
			Drainage	RC	RC
23	Various	2010	Weirs,Bridges,Pump Stations, Cu	11,830,063	0
				RC	
Coverage: Real & Personal Property		Total Items:	21	15,215,603	850,000

Rerate Exposure Summary Real and Personal Property Schedule Addendum

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018

TML INTERGOVERNMENTAL RISK POOL

Complete the following for any items to be added to Real & Personal Property coverage. Currently owned property must be scheduled in order for coverage to apply. Coverage does not extend to contents if no value is reported. Please indicate any structure where construction is not yet completed.

Address or Site Secondary ID	Occupancy	Year Built	Construction Type*	Building Value
Date of Acquisition	Department	# of Stories	Building Area (Square Feet)	Contents Value

*Building Construction Type Key:

1 - Frame: Buildings where exterior load bearing walls are wood or other combustible materials including construction where combustible materials are combined with other materials such as brick veneer, stone veneer, wood iron-clad, stucco on wood.

2 - Joisted Masonry: Buildings with exterior load bearing walls constructed of masonry materials such as adobe, brick, concrete, gypsum block, hollow concrete block, stone, tile, or similar materials and where the floors and roof are combustible.

3 - Non-Combustible: Buildings with exterior load bearing walls, floors and roof constructed of, and supported by metal, gypsum, or other non-combustible materials.

4 - Masonry Non-Combustible: Buildings with exterior walls constructed in accordance with Code 2 above with floors and roof of metal or other non-combustible materials.

5 - Modified Fire Resistive: Buildings with exterior load bearing walls, floors and roof constructed of masonry or fire resistive material with a fire resistance rating of one to two hours.

6 - Fire resistive: Buildings with exterior load bearing walls, floors and roof constructed of masonry or fire resistive materials having a fire resistance rating of two hours or more.

7 - Flat Rated/Minimum Rated: Construction classifications not otherwise rated.

Rerate Exposure Summary Coverage Extensions Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018 Shown As of 07/11/2017

TML INTERGOVERNMENTAL RISK POOL

Following is a schedule showing the standard limits and the limits you currently carry for Coverage Extensions provided under Real and Personal Property Coverage. Please indicate the limit you desire for each Coverage Extension for the upcoming year. Any changes will be reflected in the contribution for the next coverage period. Coverage Extensions at standard limits are included for no additional contribution.

Note: Limits for Newly Acquired Property and Pollutant Cleanup and Removal may not be increased above the standard limits.

Limits for Outdoor Tree's and Shrubbery can only be: $10,000, $25,000 or $50,000 per occurrence.

Coverage Extension	Standard Limit	Current Limit	Desired Limit
Valuable Papers and Records & EDP Media	$10,000	$50,000	
Accounts Receivable	$10,000	$50,000	
Loss of Revenue, Extra Expense and Rental Value	$50,000	$600,000	
Personal Property of Employees and Officials	$5,000	$5,000	
Leasehold Interest	$5,000	$5,000	
Outdoor Trees and Shrubs ($250 per item)	$10,000	$10,000	
Newly Acquired Property	$1 Million or the Real & Personal Property Limit, whichever is less	Standard Limit	Not Applicable
Pollutant Cleanup and Removal	$20,000 each premises	Standard Limit	Not Applicable

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018 Shown As of 07/11/2017

TML INTERGOVERNMENTAL RISK POOL

The contribution calculated for Mobile Equipment is based on the following schedule. Any changes or corrections may require adjustment to the contribution.

Your selected loss valuation basis (Replacement Cost or Actual Cash Value) is indicated on the Declarations of Coverage. The most the Fund will pay for loss to mobile equipment is the value scheduled below.

ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
5	2000	Caterpillar	Model 322BL-LRF EX 23	1YS01228	N	198,489
		Excavator	Unknown	223		
6	1999	Caterpillar	Model 322BL EX 21	1YS01054	N	195,952
		Excavator	Unknown	210		
7	1999	Caterpillar	Model 322BL EX 20	1YS01065	N	195,952
		Excavator	Unknown	206		
10	1998	Caterpillar	Model 322BLR EX18	1YS00791	N	186,649
		Excavator	Unknown	198		
18	1986	John Deere	Model 27-55	T873912	N	119,423
		Tractor	Unknown	252		
21	1993	Caterpillar	Model EL240C EX17	9PK889	N	107,000
		Excavator	Unknown	189		
26	2003	John Deere	w/Boom & Mower	H361476	N	79,941
		Tractor	Unknown	249		
29	2003	JCB	Backhoe 2155 BH13	903211	N	74,877
		Backhoe	Unknown	247		
30	2003	John Deere	w/Boom & Mower	H362041	N	70,941
		Tractor	Unknown	248		
32	2001	Dynapac	Roller	8802301	N	57,600
		Roller	Unknown	262		
33	1998	Ford	Model 66-40	TB4200	N	49,489
		Tractor	Unknown	242		
36	1997	Tiger	Model TRMW66/031327	049955B	N	48,844
		Tractor	Unknown	233		
37	2005	Dragon	Galvanized	981216047	N	48,652
		Shredder	Unknown	265		
38	1996	Ford	Model TRMw66/030113	010406B	N	44,946
		Tractor	Unknown	226		
40	1998	Massey Ferguson	Model 4253	F26054	N	30,750
		Tractor	Unknown	193		
41	1999	Massey Ferguson	Model MF4253	H25120	N	30,127
		Tractor	Unknown	207		

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018 Shown As of 07/11/2017

ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
42	1999	Massey Ferguson	Model MF4253	H28107	N	30,127
		Tractor	Unknown	208		
44	1999	Massey Ferguson	Model 4253	G20292	N	29,408
		Tractor	Unknown	255		
45	1996	Massey Ferguson	Model 383	V700095-A	N	29,408
		Tractor	Unknown	264		
47	2000	Massey Ferguson	Model 4253	J03155	N	28,856
		Tractor	Unknown	224		
48	2004	Massey Ferguson	Tractor	BN11108	N	28,642
		Tractor	Unknown	266		
49	1986	Hyster	Cherry Picker	F1638526700066	N	24,000
		Crane	Unknown	187		
52	2000	Case	Model 1838	JAF0220916	N	16,874
		Skid-Steer Loader	Unknown	235		
60	2006	Caterpillar	Model 345CL EX24	PJW00858	N	250,000
		Excavator	Unknown			
62	2006	Caterpillar	Model D7R D215	AGN00973	N	90,000
		Bulldozer	Unknown			
63	2006	Volvo	Model L110E Loader 20	111071	N	120,000
		Wheel Loader	Unknown			
64	1998	Ford	Model 6640	TB4063	N	29,000
		Tractor	Unknown			
66	2000	New Holland	Model 8160	SM3501361	N	29,500
		Tractor	Unknown			
67	2000	Massey Ferguson	Model 4253	J28169	N	29,500
		Tractor	Unknown			
68	2000	Massey Ferguson	Model 4253	J28191	N	29,500
		Tractor	Unknown			
69	2001	John Deere	Model 7210	C034914	N	28,000
		Tractor	Unknown			
71	1981	Link Belt	Model LS318 Dragline DL11	21H11043F	N	17,000
		Dragline	Unknown			
72	2007	New Holland	G140 MG13	N6F00223	N	114,919
		Motor Grader	Unknown			
73	2007	John Deere	Model 6415	5164	N	85,574
		Mower	Unknown			

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018 Shown As of 07/11/2017

TML INTERGOVERNMENTAL RISK POOL

ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
74	2007	John Deere	Model 6415	5340	N	85,574
		Mower	Unknown			
78	2007	Kubota	Model MX5000	15271	N	15,043
		Tractor	Unknown			
79	2007	John Deere	Model 6415	339171204	N	85,238
		Tractor/Mower	Unknown			
80	2007	John Deere	Model 6415	339171183	N	85,238
		Tractor/Mower	Unknown			
81	2007	Terex	Model 970B BH14	FGS2759	N	76,580
		Backhoe/Loader	Unknown			
83	2007	Predator	Model XP15B	54025	N	12,500
		Rotary Cutter	Unknown			
84	2007	Predator	Model XP15B	47280	N	10,900
		Rotary Cutter	Unknown			
85	2008	Woods	PS120	1115794	N	5,721
		Shredder	Unknown			
87	2008	Caterpillar	Model D6T D215	WFH0422	N	285,200
		Bulldozer	Unknown			
88	2008	Caterpillar	Model 120M MG-14	B9C00409	N	176,800
		Motor Grader	Unknown			
89	2009	John Deere	Model 6330	592450C	N	84,028
		Tractor/Mower	Unknown			
90	2009	John Deere	Model 6330	591613C	N	84,028
		Tractor/Mower	Unknown			
91	2008	Volvo	Model CC460 EX-25	110295	N	344,813
		Excavator	Unknown			
92	2008	John Deere	Model 3112	230B596310	N	37,881
		Tractor	Water			
93	2008	John Deere	Model 3112	230B597397	N	37,730
		Tractor	Water			
94	2009		Shredder	56247	N	12,500
		Shredder	Water			
95	2009		Shredder	48201	N	12,500
		Shredder	Water			
96	2008	Volvo	Model EC460CL EX 26	110200	N	344,813
		Excavator	Water			

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018 Shown As of 07/11/2017

ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
97	2009	Caterpillar	Model D6T DZ17	WFH474	N	285,200
		Bulldozer	Water			
98	2009	John Deere	Spray R16 Model 5083E	LV5083E160555	N	50,160
		Tractor				
99	2004	Volvo	EC330 BLK EX27	10435	N	74,995
		Excavator	Water			
100	2010	Manitou	M40-ZT Forklift FL12	758388	N	50,916
		Fork Lift	Water			
101	1980	Link Belt	Model LS318 DG14	21G9-597F	N	389,000
		Dragline	Drainage			
103	2010	Godwin	Model DPC300 12in Pump w/Trailer	6MPE1325AD05670(	N	91,427
		Water Pump	Drainage			
105	2009	Caterpillar	345DL EX31	EEH00548	N	344,500
		Excavator	Water			
106	2008	Volvo	EC46OCL EX28	110363	N	330,435
		Excavator	Water			
107	2008	Volvo	EC46OCL EX30	110365	N	330,935
		Excavator	Water			
108	2009	John Deere	6330	130083	N	80,577
		Tractor/Mower	Water			
109	2009	John Deere	Model 6330	130563	N	80,577
		Tractor/Mower	Water			
110	2009	John Deere	Model 6330	631633	N	41,591
		Tractor	Water			
111	2009	John Deere	Model 6330	631715	N	41,591
		Tractor	Water			
112	2009	Predator	15' Mower	79150	N	14,250
		Mower	Water			
113	2009	Predator	15' Mower	79149	N	14,250
		Mower	Water			
114	2009	Caterpillar	Model 324DL Excavator EX32	CAT0324DLJJG0108[illegible]	N	185,894
		Excavator	Water			
115	2011	John Deere	Model 6330 w/Tiger Boom	1L06330XJBH694371	N	102,238
		Tractor	Water			
116	2011	Caterpillar	Model D50-6	0044J6LD00908	N	46,815
		Generator	Drainage			

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018 Shown As of 07/11/2017

TML INTERGOVERNMENTAL RISK POOL

ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
117	2011	Caterpillar	Model D40-6S	0044KGLD0090	N	33,491
		Generator	Water			
118	2011	John Deere	Model 7130 w/Boom Mower	1L07130XKRH694511	N	144,124
		Tractor/Mower	Water			
119	2012	John Deere	Tractor	2572	N	144,124
		Tractor				
120	2012	John Deere	Tractor w/ Tiller Boom	2994	N	144,124
		Tractor				
121	2012	John Deere	Tractor w/ Tiller Boom	7869	N	144,124
		Tractor				
122	2012	John Deere	Tractor w/ Tiller Boom	3195	N	144,124
		Tractor				
123	2013	John Deere	Cab Tractor	?A6155DCDM05040?	N	41,288
		Tractor				
124	2013	John Deere	Cab Tractor	P06115DCDM05039?	N	41,288
		Tractor				
125	2013	John Deere	Cab Tractor	?06115DHDM050407	N	41,288
		Tractor				
126	2013	John Deere	Cab Tractor	P06115DEDM05040?	N	41,288
		Tractor				
127	2009	Caterpillar	Backhoe CAB4E BH15	HLS08347	N	70,608
		Backhoe	Drainage			
128	2009	Caterpillar	Excavator 324DL EX34	OJJ601090	N	194,000
		Excavator	Drainage			
129	2009	Caterpillar	Excavator 330DL EX33	MWP03302	N	265,000
		Excavator	Drainage			
130	2009	Caterpillar	Bulldozer D6N D218	DJA01121	N	200,040
		Bulldozer	Drainage			
131	2008	Godwin	Pump and Trailer DCP300	052435	N	26,200
		Pump	Drainage			
132	2008	Godwin	Pump and Trailer DCP 300	052438	N	26,200
		Pump	Drainage			
133	2014	Doosan	Excavator	DHKCEBAQSD001035	N	203,490
		Excavator				
134	2014	Doosan	Excavator	HKCEBAQPD0001036	N	203,490
		Excavator				

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018 Shown As of 07/11/2017

TML INTERGOVERNMENTAL RISK POOL

ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
135	2014	Kobelco	Kobelco SK260LC9 Excavator	LL1408109	N	226,318
		Excavator	Unknown			
136	2015	Doosan	Doosan DL250 Wheel Loader	VGCWLBSVF1010019	N	167,306
		Wheel Loader				
137	2016	New Holland	TS6-130 Tractor w/30' Boom Mower	NT00224M/TR60	N	163,017
		Tractor/Mower	Water			
138	2016	New Holland	TS6-130 Tractor w/30' Boom Mowe	NT00225M/TR62	N	163,017
		Tractor/Mower	Water			
139	2016	New Holland	TS6-130 Tractor w/30' Boom Mowe	NT00223M/TR61	N	163,017
		Tractor/Mower	Water			
140	2015	John Deere	Model 75G Excavator	1FF075GXAEJ015503	N	82,163
		Excavator	Water			
141	2015	New Holland	Model TS6.130 Tractor w/Boom Mower	NT00223M	N	163,017
		Tractor/Mower	Water			
142	2015	New Holland	Model TS6.130 Tractor w/Boom Mower	NT00224M	N	163,017
		Tractor/Mower	Water			
143	2015	New Holland	Model TS6.130 Tractor w/Boom Mower	NT00225M	N	163,017
		Tractor/Mower	Water			
144	2016	Caterpillar	Model 120M2 Motor Grader	\T0120MEM9C00578	N	228,087
		Motor Grader	Water			
145	2016	Caterpillar	Model 120M2 Motor Grader	\T0120MCM9C00606	N	228,087
		Motor Grader	Water			
146	2016	John Deere	Model 310SL Backhoe Loader	1T0310SLVGF30006	N	96,600
		Backhoe/Loader	Water			
147	2016	John Deere	Model 310SL Backhoe Loader	1T0310SLTGF300075	N	96,600
		Backhoe/Loader	Water			
148	2015	Doosan	DX490LC Excavator	CECBG010022	N	409,127
		Excavator	Water			
Coverage: Mobile Equipment			Total Items:	102		11,523,059

Rerate Exposure Summary Mobile Equipment Schedule Addendum

Member: Hidalgo County Drainage District #1
Member ID: 9368
Coverage Period: 07/11/2017 to 07/11/2018

TML INTERGOVERNMENTAL RISK POOL

Complete the following for any Mobile Equipment items to be added for physical damage coverage.

Year	Make/Model No.	Type	Serial Number	Value
Leased Y/N	Description/ Department	Secondary ID		

PROPERTY COVERAGES DECISION FORM
2016-2017 Fund Year

Member: Hidalgo County Drainage District #1
Member ID: 9368

TML INTERGOVERNMENTAL RISK POOL

☐ Check here if no changes, or indicate changes below.

REAL AND PERSONAL PROPERTY		2015/16 Coverage Election	2016/17 Coverage Election
Real and Personal Property	Coverage Basis:	Special Form	
	Valuation Method:	Replacement Cost	
	Deductible:	$10,000	
Flood and Earthquake		☒ Included ☐ Excluded	☐ Included ☐ Excluded

BOILER AND MACHINERY		2015/16 Coverage Election	2016/17 Coverage Election
Boiler and Machinery	Valuation Method:	Replacement Cost	
	Deductible:	$1,000	

MOBILE EQUIPMENT		2015/16 Coverage Election	2016/17 Coverage Election
Mobile Equipment	Coverage Basis:	Scheduled Basis	
	Valuation Method:	Replacement Cost	
	Deductible:	$1,000	

AI -60427 **8.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to reclassify two (2) regular full - time positions as follows:

Slot No.	Position Title	Current Budget Salary	Proposed Position Title	Proposed Budgeted Salary
36	Field Supervisor I	$49,137.00	Construction Inspector Supervisor I	$49,137.00
29	Field Supervisor I	$53,958.00	Construction Inspector Supervisor I	$49,137.00

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Jaime Salazar Started On: 06/23/2017 09:15 AM

Final Approval Date: 06/23/2017

AI -60430 **9.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A) Requesting approval of Right of Entry with Alfredo Chavez Jr and Lourdes Chavez, for construction of Plena-Vista Unit 2 Street & Drainage Improvements and authority of the Chairman of the board to execute documents.

B) Requesting approval of Right of Entry with Guillermo Guzman, for construction of Inca Trail Drainage Improvements and authority of the Chairman of the board to execute documents.

BACKGROUND

Fiscal Impact

Attachments

INCA ROE
PLENA VISTA UT 2 ROE

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Jaime Salazar Started On: 06/23/2017 09:46 AM

Final Approval Date: 06/23/2017

STATE OF TEXAS

COUNTY OF HIDALGO

RIGHT OF ENTRY

WHEREAS, Guillermo Guzman, of Hidalgo County, Texas, is the owner hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which is more particularly described in Exhibit A, which is attached hereto and incorporated herein at this point for all purposes;

WHEREAS, the Hidalgo County Drainage District No. 1, hereinafter referred to as the "District", will acquire an easement in the Parcel for drainage purposes;

WHEREAS, the District must have right of entry to said Parcel, encumbered with the improvements thereon, if any, by District; and

WHEREAS, the District must have right of entry in and to said Parcel for the purpose of beginning construction of a drainage project.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to them in hand paid by the District, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Sell and Convey and by these presents do Grant, Sell, and Convey unto the District the right of entry upon the Parcel, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit A, for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage line and other storm drain structure(s) for the disposal of accumulated and excessive rainfall and/or floodwater, (the "Facilities") together with free ingress and egress at all reasonable times to and from the Parcel for the purpose of doing and performing or having performed, any and all acts and functions for the orderly constructing, reconstructing, excavating, digging maintaining, and operating the Facilities together with any and all other functions and acts incident to the constructing, reconstructing, excavating, digging, maintaining, and operating the Facilities, upon, over, under, across, and along the Parcel and appurtenances thereto. This grant of right of entry is conditioned strictly upon the following:

1. Grantors and the District agree to and hereby designate the date of entry for which to be date of actual entry of the Parcel by the District or any utility company involved in the project.

2. This Right of Entry herein made shall not prejudice, in any way, Grantor's rights to receive full and just compensation for the interest to be acquired by the District in the herein described land, encumbered with the improvements hereon, if any, save

and except all oil, gas and sulfur as hereinabove provided, and damages, if any, to the remainder of Grantor's lands.

3. The District agrees to acquire an easement to the Parcel by purchase of said Parcel in a good faith and timely manner.

4. This Right of Entry shall extend to the District, its contractors, assigns and/or owners of any utility involved in the drainage project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel.

5. Grantors herein warrant that no person or other legal entity owns an interest in the fee title of the premises described in the said Exhibit A, other than Grantors herein.

TO HAVE AND TO HOLD the Right of Entry of the Parcel described in the said Exhibit A, for the purpose and subject to the limitations hereinabove set forth.

Executed this _____ day of _____, 2017

BY: _____
GUILLERMO GUZMAN

ACCEPTED AND AGREED TO by the _____ on behalf of Hidalgo County Drainage District No. 1 this ____day of _____, 2017.

Hidalgo County Drainage District No. 1

_____
BY: Ramon Garcia
Chairman of the Board

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on ___ day of _____, 2017 by GUILLERMO GUZMAN.

_____
Notary Public, State of Texas

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

RIGHT OF ENTRY

WHEREAS, Alfredo Chavez Jr. and Lourdes Chavez, of Hidalgo County, Texas, are the owners hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which is more particularly described in Exhibit A, which is attached hereto and incorporated herein at this point for all purposes;

WHEREAS, the Hidalgo County Drainage District No. 1, hereinafter referred to as the "District", will acquire an easement in the Parcel for drainage purposes;

WHEREAS, the District must have right of entry to said Parcel, encumbered with the improvements thereon, if any, by District; and

WHEREAS, the District must have right of entry in and to said Parcel for the purpose of beginning construction of a drainage project.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to them in hand paid by the District, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Sell and Convey and by these presents do Grant, Sell, and Convey unto the District the right of entry upon the Parcel, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit A, for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage line and other storm drain structure(s) for the disposal of accumulated and excessive rainfall and/or floodwater, (the "Facilities") together with free ingress and egress at all reasonable times to and from the Parcel for the purpose of doing and performing or having performed, any and all acts and functions for the orderly constructing, reconstructing, excavating, digging maintaining, and operating the Facilities together with any and all other functions and acts incident to the constructing, reconstructing, excavating, digging, maintaining, and operating the Facilities, upon, over, under, across, and along the Parcel and appurtenances thereto. This grant of right of entry is conditioned strictly upon the following:

1. Grantors and the District agree to and hereby designate the date of entry for which to be date of actual entry of the Parcel by the District or any utility company involved in the project.

2. This Right of Entry herein made shall not prejudice, in any way, Grantor's rights to receive full and just compensation for the interest to be acquired by the District in the herein described land, encumbered with the improvements hereon, if any, save

and except all oil, gas and sulfur as hereinabove provided, and damages, if any, to the remainder of Grantor's lands.

3. The District agrees to acquire an easement to the Parcel by purchase of said Parcel in a good faith and timely manner.

4. This Right of Entry shall extend to the District, its contractors, assigns and/or owners of any utility involved in the drainage project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel.

5. Grantors herein warrant that no person or other legal entity owns an interest in the fee title of the premises described in the said Exhibit A, other than Grantors herein.

TO HAVE AND TO HOLD the Right of Entry of the Parcel described in the said Exhibit A, for the purpose and subject to the limitations hereinabove set forth.

Executed this _____ day of _____, 2017

BY: _____ BY: _____

ALFREDO CHAVEZ JR. LOURDES CHAVEZ

ACCEPTED AND AGREED TO by the _____ on behalf of Hidalgo County Drainage District No. 1 this ____day of _____, 2017.

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairman of the Board

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on ___ day of _____, 2017 by ALFREDO CHAVEZ JR.

_____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on ___ day of _____, 2017 by LOURDES CHAVEZ.

_____
Notary Public, State of Texas

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

AI -60408 **10.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar, DRAINAGE DISTRICT

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to purchase Five (5) John Deere 6145M, 4WD Tractors with attached Maverick 28 ft boom mowers from Alamo Group (TX), Inc., through the Hidalgo County Drainage District No. 1 membership/participation with BuyBoard awarded Contract No. 529-17 in the total amount of $856,168.50 including a 2 yr. Warranty.

BACKGROUND

PO will be issued upon compliance to HB1295.

Fiscal Impact

Attachments

Quote -Purchase of 5 JD Tractors with Boom Mowers

BuyBoard Confirmation of Contract Pricing

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 10:06 AM
Final Approval	Monica Salinas	06/23/2017 06:14 PM
Form Started By: Moises Salazar		Started On: 06/22/2017 02:04 PM
Final Approval Date: 06/23/2017		

Phone: 800-695-2919
Fax: 800-211-5454
Email:
info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Alamo Group (TX) Inc.
Address:	1502 E. Walnut St. Seguin, TX 78155
Phone Number:	(800) 882-5762
Extension:	1637
Alternate Phone Number	8303729637
Email:	bids@alamo-group.com
Website:	http://www.alamo-group.com
Federal ID:	74-2362509
Contact:	Nathon Moczygemba
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	Yes
Contract Name:	Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation
Contract Description:	Golf/turf; tractors; front, wide area, zero turn, walk behind mowers; utility vehicles; cutters/shredders; sprayers; hand held equipment; sweepers; fertilizers/conditioners; residential/commercial irrigation; aerating; service/repair & installation
Contract#:	529-17
Effective Date:	06/01/2017
Expiration Date:	05/31/2020
Payment Terms:	Net 30 days
Delivery Days:	180
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included i Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.
Quote Reference Number:	529-17
Return Policy:	We abide by any applicable state laws for the return of units, 15% restocking fee for all or placed, acknowledged and confirmed incorrectly
Additional Dealers:	See Additional Dealers/Distributors link for dealer list.

Contract Documents

EDGAR Notice:	Click to view EDGAR Notice
Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory
Proposal Files:	Click to view Vendor Proposal Files Documents

Searches:

Search by Vendor

Browse Contracts

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Alamo Group (TX) Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Resources

ALAMO INDUSTRIAL
BUILT SHARPER

Quote Form
(Not an Order)

ALAMO® INDUSTRIAL
1502 East Walnut St.
Seguin, TX. 78155
phone: (800)882-5762
www.alamo-industrial.com

Date 5/18/2017
TSM JG
TSM # Thad Moore

Tractor Model JD6145M
Pick One CAB
Pick One 4WD
Tire Sizes 28F &R38

Sold To	Ship To
HCDD#1	H&V Equipment Services
902 N. Doolittle Rd.	5627 E. Hwy 281
Edinburg, Tx 78541	Progreso, Texas 78579

Additional Enduser Information:

E-Mail
Address: 902 N. Doolittle Rd
Jaime Salazer
Agency: Hidalgo County Drainage District #1
City: Edinburg
State: Texas
Zip: 78541
Phone: 956 292 7080

Quote Valid for ____ days ONLY. (90 days if left blank) Discount: 15% Terms: BB

Qty.	Item #	Description	List Price	Net Cost	Total
1	04803034	Maverick 28' no telescope	$ 63,799.00	$ 54,229.00	$ 54,229.00
1	02983590	60" rotary head	$ 16,519.00	$ 14,041.00	$ 14,041.00
1		mount kit	included		
1	02995558	JD6145M	$ 122,134.00	$ 103,814.00	$ 103,814.00
1	02982002	mounting and oil	$ 7,250.00	$ 6,162.00	$ 6,162.00
1	00889899MV	additional 12 month Warrenty		included	
		PDI / Warranty Reserve / Deliver			$ 2,000.00
		Total Each Machine			$ 180,246.00
					x5
		Total for Five			$901,230.00
		Less Additional H & V / Alamo	Discount of 5		($45,061.50)
		Total BuyBoard Bid			$856,168.50
		BuyBoard Contract # 529-17			
	FREIGHT	Add ☐ Allow ☐ Pickup ☐			
		Total			###########

1) This Sales & Order form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX.
2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin, TX and delivery is sometimes subject to variance due to conditions beyond the control of Alamo Industrial.

NOTES:

Signature: Thad R. Moore Date: 5/22/2017
E-Mails for order confirmations:

R011711

ALAMO INDUSTRIAL

BUILT SHARPER®

15-June-17

To whom it may concern:

H & V Equipment Services, Inc is our authorized South Texas Alamo dealer. H & V is authorized to handle factory up-grades, customer parts and service, and warranty work on any of our Alamo Industrial products.

The conversion from the 30' Maverick Telescoping boom to the optional 28' Maverick Straight non-telescoping boom is a normal factory product, and will carry the same factory warranty as new. This is a basic "parts change out" requiring no special machine work or modification.

Jimmy Garcia
Territory Manager for Alamo Industrial

GENUINE ALAMO INDUSTRIAL OEM PARTS

1502 East Walnut St., Seguin, TX 78155 800-882-5762 800-242-5266 fax www.alamo-industrial.com

H & V Equipment Services, Inc.

5627 E. Hwy 281
Progreso, TX 78579
(956) 565-3788 Fax: (956) 565-2252
www.hvequipment.com

22-May-17

HCDD#1
902 N. Doolittle Rd.
Edinburg, Tx 78541

Attn: Jaime Salazar

H & V Equipment Services, Inc is pleased to bid the attached two options on five John Deere Tractors with Alamo Boom Mowers as attachments off of the BuyBoard. Alamo is the contract holder, H & V is the servicing dealer. Included is an additional H & V / Alamo 5% discount off of the current BuyBoard price. Bid off of the current BuyBoard Contract # 529-17.

Should H &V be awarded these tractors, we will retrofit The District's recently purchased three 30' Mavericks with the one-piece stick as bid on the attached five 28' Mavericks (no hydraulic extension). Delivery on the John Deere 6145M's is from 90 to 120 days. The Alamo Mowers will carry a two year warranty as will the John Deere Tractors.

Thank you for the business you have given us in the past, and for the opportunity to quote these two options.

Yours Truly,

Thad R. Moore

Thad R. Moore

Phone: 800-695-2919
Fax: 800-211-5454
Email:
info@buyboard.com

Search Results

Searches:

Search by Vendor

Browse Contracts

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Alamo Group (TX) Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description
Alamo Group (TX) Inc.	2% Discount Off Alamo Industrial pricelist for Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces Line Item 25
Alamo Group (TX) Inc.	15% Discount Off Terrain King pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories Line Item 5
Alamo Group (TX) Inc.	15% Discount Off Terrain King pricelist for Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces Line Item 25
Alamo Group (TX) Inc.	15% Discount Off Terrain King pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories Line Item 10
Alamo Group (TX) Inc.	15% Discount Off Terrain King pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories Line Item 20
Alamo Group (TX) Inc.	15% Discount Off Alamo Industrial pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories Line Item 5
Alamo Group (TX) Inc.	15% Discount Off Alamo Industrial pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories Line Item 7
Alamo Group (TX) Inc.	15% Discount Off Alamo Industrial pricelist for Utility Vehicles, Equipment, Supplies, and Accessories Line Item 8
Alamo Group (TX) Inc.	15% Discount Off Alamo Industrial pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories Line Item 10
Alamo Group (TX) Inc.	15% Discount Off Alamo Industrial pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories Line Item 20

Showing 1 to 10 of 10 entries

First Previous 1 Next Last

Contact us 800-695-2919

MAVERICK BOOM

24', 30' Articulated Models

PRODUCT ORDER CODE	DESCRIPTION	APPRX. WEIGHT		LIST PRICE
	Options			
02989463	Quick Hitch Kit*			3,979
02989464	Hydraulic Kit for Quick Hitch Head**			528
02990399	Ditcher Stand Kit ******			732
02975647M	Flail-Axe Jack Stand Kit*** (02975647)			371
02984400	HD Grass Flail Jack Stand Kit***			382
02984407	JD6615/6715/7220/7320/7130/7230 Oil Cooler Brush Guard			654
02982002	Mounting Labor & Oil			7,603
02791800MV	Special Mower Paint (02791800)			1,410
00889899MV	Additional 12 Month Warranty (00889899)			4,444

** Includes all components to convert boom and (1) head to Quick Hitch*
*** Required to convert additional heads to Quick Hitch*
**** Required to level heads for Quick Hitch*

John Deere Tractors for "Turn-key" Packages

Alamo Industrial Quick Reference Tractor Model Guide

Part #	Model Description	Transmission	Tire Sizes	HP Rating Eng/PTO	List Price
02995245	John Deere 5085E Cab 4wd	12F x 12R w/ LH Power Reverser	12.4-24/18.4-30 8PR R1 Bias	276 CI (4.5L) 85/70 PTO (4-Cyl Tier TIVB)	63,226
02995246	John Deere 5085E Cab 4wd w/ Factory Mid-Valve	12F x 12R w/ LH Power Reverser	12.4-24/18.4-30 8PR R1 Bias	276 CI (4.5L) 85/70 PTO (4-Cyl Tier TIVB)	64,560
TBD	John Deere 5100E Cab 4wd w/ Factory Mid-Valve	12F x 12R w/ LH Power Reverser	12.4-24/18.4-30 8PR R1 Bias	276 CI (4.5L) 100/85 PTO (4-Cyl Tier TIVB)	68,474
02995248	John Deere 5085M Cab 4wd	16F x 16R w/ LH Power Reverser	12.4-24/18.4-30 8PR R1 Bias	276 CI (4.5L) 85/70 PTO (4-Cyl Tier TIVB)	73,704
02995249	John Deere 5085M Cab 4wd w/ Factory Mid-Valve	16F x 16R w/ LH Power Reverser	12.4-24/18.4-30 8PR R1 Bias	276 CI (4.5L) 85/70 PTO (4-Cyl Tier TIVB)	74,742
02995247	John Deere 5085M Cab 2wd- Mower	16F x 16R w/ LH Power Reverser	12.4-24/18.4-30 8PR R1 Bias	276 CI (4.5L) 85/70 PTO (4-Cyl Tier TIVB)	64,289
02995550	John Deere 6105E Cab 4wd- Boom	12F x 12R w/ LH Power Reverser	14.9-24/18.4-38 8PR R1 Radial	276 CI (4.5L) 105/89 PTO (4-Cyl Tier TIVB)	75,838
02995554	John Deere 6105E Cab 4wd- Mower	12F x 12R w/ LH Power Reverser	13.6-24/18.4-34 8PR R1 Radial	276 CI (4.5L) 105/89 PTO (4-Cyl Tier TIVB)	74,585
02995554	John Deere 6120E Cab 4wd- Boom	12F x 12R w/ LH Power Reverser	14.9-24/18.4-38 8PR R1 Radial	276 CI (4.5L) 120/102 PTO (4-Cyl Tier TIVB)	81,981
02995556	John Deere 6120E Cab 4wd- Mower	12F x 12R w/ LH Power Reverser	13.6-24/18.4-34 8PR R1 Radial	276 CI (4.5L) 120/102 PTO (4-Cyl Tier TIVB)	81,095
02995549	John Deere 6110M Cab 4wd	16F x 16R w/ LH Power Reverser	13.6-28/18.11-38 8PR R1 Radials	276 CI (4.5L) 110/86PTO (4-Cyl Tier TIVB)	101,201
02995551	John Deere 6110M Cab 4wd w/ Nokian R4 Tires	16F x 16R w/ LH Power Reverser	440/80-R24/480-80R38 Nokian Radial	276 CI (4.5L) 110/86PTO (4-Cyl Tier TIVB)	103,334
02995553	John Deere 6120M Cab 4wd	16F x 16R w/ LH Power Reverser	13.6-28/18.11-38 8PR R1 Radials	276 CI (4.5L) 120/95PTO (4-Cyl Tier TIVB)	106,717
02995555	John Deere 6120M Cab 4wd w/ Nokian R4 Tires	16F x 16R w/ LH Power Reverser	440/80-R24/480-80R38 Nokian Radial	276 CI (4.5L) 120/95PTO (4-Cyl Tier TIVB)	108,820
02995557	John Deere 6130M Cab 4wd	16F x 16R w/ LH Power Reverser	13.6-28/18.11-38 8PR R1 Radials	276 CI (4.5L) 130/102PTO (4-Cyl Tier TIVB)	112,219
02995559	John Deere 6130M Cab 4wd w/ Nokian R4 Tires	16F x 16R w/ LH Power Reverser	440/80-R24/480-80R38 Nokian Radial	276 CI (4.5L) 130/102PTO (4-Cyl Tier TIVB)	114,352
02995558	John Deere 6145M Cab 4wd w/ Nokian R4 Tires	16F x 16R w/ LH Power Reverser	440/80-R24/480-80R38 Nokian Radial	276 CI (4.5L) 145/114 PTO (4-Cyl Tier TIVB)	125,188
TBD	John Deere 6145M Cab 2wd	16F x 16R w/ LH Power Reverser	11.00-16/18.4R34 12PR F2 Bias/ 8PR R1 Radial	276 CI (4.5L) 145/114 PTO (4-Cyl Tier TIVB)	113,859

*** Please Note: Tractors May Take Up To 120 Days For Delivery From Manufacturers** Rev 03-2017

New Holland Tractors for "Turn-key" Packages

Alamo Industrial Quick Reference Tractor Model Guide					
Part #	**Model Description**	**Transmission**	**Tire Sizes**	**HP Rating Eng/PTO**	**List Price**
02994799	New Holland T4.90 Cab 4wd	12F x 12R w/ Power Shuttle	11.2-24/16.9-30 8PR R1 Bias	207 CI (3.4L) 86/73 PTO (4-Cyl Tier TIVB)	72,415
02994531	New Holland T4.90 Cab 4wd w/ Mid Mount Loader Valve	12F x 12R w/ Power Shuttle	11.2-24/16.9-30 8PR R1 Bias	207 CI (3.4L) 86/73 PTO (4-Cyl Tier TIVB)	73,926
02994415	New Holland TS6.110 Cab 4wd	16F x 8 R w/ Power Shuttle	14.9-28/18.4-38 8PR R1 Radials	274 CI (4.5L) 110/90 PTO (4-Cyl Tier TIVB)	83,614
TBD	New Holland TS6.110 Cab 2wd w/ Heavy Duty Front Axle	8F x 8 R w/ Power Shuttle w/ 10:1 Creeper	10.00-16/18.4R34 10PR F2 Bias/ 8PR R1 Radial	274 CI (4.5L) 110/90 PTO (4-Cyl Tier TIVB)	75,580
TBD	New Holland TS6.120 Cab 4wd	16F x 8 R w/ Power Shuttle	14.9-28/18.4-38 8PR R1 Radials	274 CI (4.5L) 120/95 PTO (4-Cyl Tier TIVB)	88,016
02994417	New Holland TS6.130 Cab 4wd	16F x 8 R w/ Power Shuttle	14.9-28/18.4-38 8PR R1 Radials	274 CI (4.5L) 130/105 PTO (4-Cyl Tier TIVB)	92,954

*** Please Note: Tractors May Take Up To 120 Days For Delivery From Manufacturers** Rev 03-2017

MAVERICK BOOM

24', 30' Articulated Models

STANDARD SPECIFICATIONS

- Bolt-On Undermount with Front and Rear Attached Rails
- Boom Features Dipper, Lift, and Telescopic Sections w/ Axle-Mounted Boom Rest
- Standard Boom Structure Made from Alloy Steel, Designed Box Section
- Main Pivot Features 2' Chrome Pins with Greaseable, Hardened Steel Bushings
- Hydraulic Pivot is Featured on Head for Maneuverability.
- Front Axle Mounted Cylinder for Automatic Self-stabilization of Unit
- Self Contained Front Mounted Hydraulic System
- Self-Cleaning, Thermostatically Controlled Oil-to-Air Cooler
- Ability to Mow Horizontally Within 6" of Rear Tire
- Boom Reach: **24' Models=** Up-21'10", Out-24', Down-14'8" **30' Models=** Up-27'10", Out-30', Down-19'3"
- Exclusive Slewing Ring Bearing is Utilyzed for Boom Maneuverability and 180° Horizontal Boom Swing
- Joystick, Mount Kit, All Wheel Weight, Polycarbonate Window Included in Base Price
- **Tractor Req: Min of 8,500 lbs and 90 HP. Min 90" Wheelbase and 18" Ground Clearance**

HEAD SPECIFICATIONS

- 58" Cutting Diameter
- Alloy Deck Material with Double Wall Side Skirt
- 4-1/2"x9" Heat-Treated Alloy Spindle
- 199 HP Motor Direct-Coupled
- 2-1/2" x 5" Stacked Three-Leaf Blade Bar, T1 Steel
- 5/8" x 5" Double -Edged, Tempered Steel Blades, 360° Swing
- Standard (1) year limited parts and labor warranty.

PRODUCT ORDER CODE	DESCRIPTION	APPRX. WEIGHT		LIST PRICE
Maverick Base Unit *(One Choice Required)*				
04802400	24' Maverick w/ Telescoping Boom (Joystick Control)	6000		58,207
04802425	24' Maverick w/ Non-Telescoping Boom (Joystick Control)	6000		55,474
Sales Note: This Non-Telescoping option above mechanically locks the sliding dipper section in the retracted position resulting in a maximum 22' Boom Reach				
04803024	30' Maverick w/ Telescoping Boom (Joystick Control)	7500		65,886
All Tier Four (IV) Tractors will Require Wider Undermounts To Clear The Larger Exhaust Systems. Sales Note: This will Affect Transport Widths				
04802410	24' Maverick w/ Telescoping Boom- Tier IV Tractor Models (Joystick Control)	6300		56,674
04802435	24' Maverick w/ Non-Telescoping Boom- Tier IV Tractor Models (Joystick Control)	6300		56,474
Sales Note: This Non-Telescoping option above mechanically locks the sliding dipper section in the retracted position resulting in a maximum 22' Boom Reach				
04803034	28' Maverick2 w/ Non-Telescoping Boom (Joystick Control) TIV-B Models- Larger One Piece Undermount System	8000		65,394
Mower Heads *(One Choice Required)*				
02981782	60" Rotary w/Ctr Hyd Door, Blade Bar & Head Swivel	919		18,974
02983590	60" Rotary w/Ctr Hyd Door, Blade Bar (No Head Swivel)			16,932
02981783	50" Rotary w/Ctr Hyd Door, Blade Bar & Head Swivel			18,049
02984823	50" Rotary w/Ctr Hyd Door, Blade Pan & Head Swivel			17,130
02983554	48" Flail-Axe (No Head Swivel)	770		15,359
02984371	48" Flail-Axe w/Head Swivel			17,403
02983586	48" Flail-Axe, SHD Cuttershaft (3 oz Knives)			16,895
02992639	52" Battle Axe (No Head Swivel) Piston Type	1150		17,919
02983560	Bomford 60" HD Grass Flail (No Head Swivel)	870		16,120
02985449	Bomford 60" HD Grass Flail w/Head Swivel			18,163
02983548	5' Timber Cat Sickle Bar	440		14,117
02983549	7' Timber Cat Sickle Bar	520		14,774
02983557	48" (2 Blade) Buzzbar Tree Cutter	550		12,370
02983556	69" (3 Blade) BuzzBar Tree Cutter	705		15,428
02983555	90" (4 Blade) Buzzbar Tree Cutter	1098		18,442
02982531	Ditcher Head (Hitch Post Mounted) Piston-Type			14,343

Moises Salazar

From: Connie Burkett <Connie.Burkett@tasb.org>
Sent: Friday, June 23, 2017 8:55 AM
To: 'Moises Salazar'
Subject: FW: Request for BuyBoard Contract Compliance and Price confirmation. Contract# 529-17 Alamo Group
Attachments: Final Quote with Bkp-Alamo Grp BB-529-17 -5 JD Tractors.pdf

Hi Moises!

The quote is in compliance with BuyBoard Contract 529-17 with Alamo Group (H & V as delivering/servicing dealer).
From the quote, the vendor has given larger discounts than required by the contract. This is allowable, and means additional savings for your district.

Please include a copy of the quote when submitting your PO.

Respectfully,

Connie W. Burkett, *CTSBS*
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

From: Moises Salazar [mailto:moises.salazar@hcdd1.org]
Sent: Thursday, June 22, 2017 9:36 AM
To: Connie Burkett <Connie.Burkett@tasb.org>
Cc: BuyBoard Info <Info@buyboard.com>
Subject: Request for BuyBoard Contract Compliance and Price confirmation. Contract# 529-17 Alamo Group

Hello,
We are requesting your help in reviewing and confirming if the attached quote provided through BuyBoard Contract is correct.

Quote is for the purchase of 5 John Deere Tractors with Alamo Boom Mowers.
Vendor is Alamo Group through authorized dealer H&V Equipment.
Total Quote Amount: $856,168.50

Appreciate your help.

Thank you.

Moises Salazar
Procurement Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5802
Fax:(956)292-7088
moises.salazar@hcdd1.org

AI -60416 **11.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of final negotiated Professional Services Agreement with B2Z Engineering, LLC (Agreement No. C-HCDD1-14-037-06-27) as it relates to Hidalgo County Drainage District No.1 - Phase I Drainage Study. Approved for negotiations by HCDD1 Board of Directors on June 13, 2017. (Subject to Legal Review and compliance to Form HB1295)

B.) Pursuant to the Boards approval of Professional Services Agreement with B2Z Engineering, LLC requesting approval of Work Authorization No.1 to Agreement No. C-HCDD1-14-037-06-27 in the amount of $315,024.12 as it relates to Engineering Services for Hidalgo County Drainage No. 1. (Subject to Legal Review and compliance to Form HB1295)

BACKGROUND

Fiscal Impact

Attachments

Agreement
WA No.1

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Jaime Salazar Started On: 06/22/2017 03:48 PM

Final Approval Date: 06/23/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-HCDD1-17-037-06-27

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1**, acting herein by and through the BOARD OF DIRECTORS, hereinafter called the **"Owner"**, and **B2Z ENGINEERING, LLC**, Professional Engineers, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the projects specific of the **"Hidalgo County Drainage District No. 1 Phase I Drainage Study"**, hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested a proposal from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ), and

WHEREAS, **Owner** has selected the **Engineer** to provide Management and Professional Engineering Services within Hidalgo County Drainage District No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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 professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

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

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

2.2 Engineer's Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto and made part 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 is for a period of **60 Months,** commencing, **June 27, 2017,** expiring, **June 27, 2022** or (*upon completion of the scope of the work/project)* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r 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** not withstanding 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 ninety (90) 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 ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Basic Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Basic 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. All payments for services performed under this agreement are subject to adjustment in accordance with Article 6.1 herein, and will be provided in each work authorization issued. Payments to the **Engineer** for *Basic Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provide 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.

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

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

ARTICLE 6. Method of Payment.

6.1 Requests for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter

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

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

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

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

(1) 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.

(2) 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;**

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

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

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

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

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

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

ARTICLE 11. Ownership and Release of Documents.

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

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

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

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

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

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

ARTICLE 14. Subcontracting and Assignment.

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

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

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

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

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

protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

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

17.3 Warranties.

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

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

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 engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

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

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from

any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r 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 **Enginee**r, 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 **(*Hidalgo County* 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 completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County 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	**B2Z Engineering, LLC**
Attn: District Manager	**Attn: Nicholus Muñoz – Vice President**
902 N. Doolittle Rd.	**PO Box 2724**
Edinburg, TX 78542	**McAllen, TX 78502**

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.

ARTICLE 31. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

ARTICLE 32. Immunities. Nothing in this agreement is intended to and Owner does not hereby waive, release or relinquish any right to assert any of the defenses Owner enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Owner as to any claim or action of any person, entity, or individual against Owner.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2017.**

ENGINEER:
B2Z ENGINEERING, LLC

By:_____
Nicholus Muñoz, Vice President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

Approved by the Board of Directors on: _____, 2017.

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

By:_____
Stephen L. Crain

ATTACHMENTS:

LOCATION MAP
EXHIBIT A-1 -RFQ Procurement Packet
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

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 (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer 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 Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B
SCOPE OF SERVICE TO BE PROVIDED BY ENGGINEER

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* 2 - 3
EXPANDED DESCRIPTION OF SERVICES: 4 -19

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning & Development 4
(1) Project Development Schedule 4
(2) Construction Estimate 4
(3) Quality Control/Quality Assurance Program 4
(4) Subcontract Administration 4
(5) Funding Sources 4
(6) Capital Improvement Program 5
(7) Management/Coordination of Eng. Activities 5
(8) Implementation of QC/QA Program 5

(B) Preliminary Engineering 5
(1) Preliminary Concept Conference 5
(2) Management/Coordination of Eng. Activities 5
(3) Implementation of QC/QA Program 6
(4) Preparation of *"Preliminary Engineering Report"* 6
(5) Coordination with all Reviewing Agencies 6

(C) Final Design 6
(1)"Design Policy & Procedures Manual" 6
(2) Design Concept Conference 7
(3) Management/Coordination of Engr. Activities 7
(4) Implementation of QC/QA Program 7

(D) Construction Mgt. 7
(1) "Construction Management Policy &Procedures Manual" 7
(2) Construction Bidding 7
(3) Owner's Representative 8
(4) Defects and Deficiencies 8
(5) Progress Reports 8
(6) Contractor Payment 8
(7) Project Site Management 8
(8) Implementation of QC/QA Program 9
(9) Change Orders 9
(10) Final Acceptance 9

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT (PPPD)

(A)Environmental Document Preparation & Public Involvement (if required by Federal Agencies) 9

(B)Field Surveying & Photogrammetry (if not provided by Owner) 10

(C) Water Resource Management Planning 11

(D) Water Rights Attorney 11

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION (PEDC)

(A) Preliminary Engineering 12
(1) Preliminary Field Surveying 12
(2) Data Collection 12
(3) Geographical Information System 13
(4) Hydrologic Analysis 13
(5) Hydraulic Analysis 14
(6) Flood Plain Mapping 14
(7) Alternate Solutions & Recommendations 14
(8) Final Report – **"Preliminary Engineering Report"** 15

(B) Final Design 14
(1) Right-of-Way Data 15
(2) Design Field Surveying 15
(3) Geotechnical Investigations 15
(4) Permitting 15
(5) Channel / Drainage Design 16
(5) Roadway Design 16
(6) Bridge Design 16
(7) Plans, Specifications, and Estimates (PS&E) 16

(C)Construction 17
(1) Construction Bidding Documents 17
(2) Project Site Representation 17
(3) Miscellaneous Technical Activities 18
(4) Final Acceptance 19

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

Management:

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development

(1)	Project Development Schedule	**Special**
(2)	Construction Estimate	**Basic**
(3)	Quality Control / Quality Assurance Program	**Basic**
(4)	Subcontract Administration	**Special**
(5)	Funding Liaison and Funding Application Preparation	**Special**
(6)	Capital Improvement Program (CIP)	**Special**
(7)	Management / Coordination of Engineering Activities	**Special**
(8)	Implementation of QC/QA Program	**Basic**

(B) Preliminary Engineering

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

(C) Final Design

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

(D) Construction Management

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

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT (PPPD)

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

Engineering:

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION (PEDC)

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying	**Special**
(2) Data Collection	**Special**
(3) Geographical Information System	**Special**
(4) Hydrologic Analysis	**Special**
(5) Hydraulic. Analysis	**Special**
(6) Flood Plain Mapping	**Special**
(7) Alternate Solutions /Recommendations for Final Design	**Special**
(8) Final Report — *"Preliminary Engineering Report"*	**Special**
(B) Final Design:	
(1) Right-of-Way Data and ROW Map	**Special**
(2) Design Field Surveying	**Special**
(3) Geotechnical Investigations and Reports	**Special**
(4) Permitting	**Special**
(5) Channel / Drainage Design	**Basic**
(6) Roadway Design	**Basic**
(7) Bridge Design	**Basic**
(8) Plans, Specifications & Estimates	**Basic**
(C) Construction:	
(1) Construction Bidding Documents	**Special**
(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	**Special**
c. Control of Materials & Equipment	**Special**
d. Change Orders	**Special**
(4) Final Acceptance:	
a. Performance Testing	**Special**
b. As-Built Drawings	**Special**

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

I. ENGINEERING MANAGEMENT (EM)

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

For these services, the **Engineer** shall manage the **Project Team**, consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

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

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

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

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

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

(5) **Funding Sources:** If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources, if approved by the **Owner** as ***Special Services***, the **Engineer's** responsibilities regarding funding sources will include the following:

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

I. Engineering Management (EM) (cont.)

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

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

(6) Capital Improvement Program (CIP): If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and Hidalgo County / B2Z Engineering, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

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

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

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

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

(2) Management/Coordination of Engineering Activities: The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary***

I. Engineering Management (EM) (cont.)

Engineering Report", including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).

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

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

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

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

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

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria

I. Engineering Management (EM) (cont.)

(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
(j) Specifications

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

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

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

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

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

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

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

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

I. Engineering Management (EM) (cont.)

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

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

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

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

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

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

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

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

I. Engineering Management (EM) (cont.)

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

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

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

Note: Services to be provided by the **Engineer** for Items II and III primarily involve the engineering work tasks for the Project.

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT (PPPD)

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.

(A) 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

II. Preliminary Project Planning & Development (PPPD) (cont.)

(iv) Impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) Conclusion
(vi) Project location map
(vii) Preliminary structure and channel locations/layouts
(viii) Scanned photographs

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

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

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

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

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

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

(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.

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

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

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

II. Preliminary Project Planning & Development (PPPD) (cont.)

(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)

(C) Water Resource Management Planning

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

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

(D) Water Rights Attorney

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

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION (PEDC)

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

(A) Preliminary Engineering: For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner;** to include preliminary layouts, sketches, and cost estimates for the **Project,** and to set forth clearly the **Engineer's** recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

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

(1) Preliminary Field Surveying

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

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

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

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate over bank 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
(ix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping

Engineering

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

Public Safety

(xvii) Emergency preparedness plans

Environmental Assessment (if required by Federal/State agencies)

(xviii) Wetland mapping

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

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

Elections

(xxiii) District Boundary definition

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

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

(4) Hydrologic Analysis

(a) The **Engineer** shall review and comment on the hydrologic analyses done to date on the Project.

(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.

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

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

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

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct 2 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

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

(6) Flood Plain Mapping

(a) Utilizing the HEC-RAS GIS export file, and AreView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

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

(7) Alternate Solutions and Recommendations

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

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

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

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

(B) Final Design: After the **Owner** has approved the **Engineer's** final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for

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

each phase of construction of the **Project.** Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) Right-of-Way Data (Special Services): The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the Owner is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner's** local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting — The **Engineer** shall perform a preliminary title search and determine ownership information.

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

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

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

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

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

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

(3) Geotechnical Investigations (Special Services): The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

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

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

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

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

(7) Bridge Design

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the Project. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated -bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

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

(8) Plans, Specifications & Estimates (PS&E)

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

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

(c) Graphics files shall be developed by the **Engineer** in MicroStation design file

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

format, and must plot consistent with the reproducible plots submitted.

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

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

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

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

(1) Construction Bidding: The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

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

(2) Project Site Representation

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

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

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

(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.**

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

(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

WORK SCHEDULE WILL BE PROVIDED WITH EACH WORK AUTHORIZTION

EXHIBIT D

B2Z ENGINEERING

Contract Rates

Personnel Classification	Hourly Base Rate	Contract Rate FY 2017	Contract Rate FY 2018†	Contract Rate FY 2019†
Senior Project Manager / Prinicpal	$ 68.00	$ 211.48	$ 217.82	$ 224.36
Project Manager	$ 60.00	$ 186.60	$ 192.20	$ 197.96
Senior Structural/Geotechnical Engineer	$ 57.00	$ 177.27	$ 182.59	$ 188.07
Project Engineer (10+ Years Experience)	$ 45.00	$ 139.95	$ 144.15	$ 148.47
Construction Engineer / PMP	$ 55.00	$ 171.05	$ 176.18	$ 181.47
Design Engineer (5~10 Years Experience)	$ 38.00	$ 118.18	$ 121.73	$ 125.38
GIS / Sr. Eng. Tech	$ 31.00	$ 96.41	$ 99.30	$ 102.28
EIT	$ 29.00	$ 90.19	$ 92.90	$ 95.68
Construction Inspector	$ 28.00	$ 87.08	$ 89.69	$ 92.38
Engineer Tech	$ 24.00	$ 74.64	$ 76.88	$ 79.19
CADD Operator	$ 21.00	$ 65.31	$ 67.27	$ 69.29
Admin/Clerical	$ 20.00	$ 62.20	$ 64.07	$ 65.99

Overhead Rate*: 177.71%
Profit Rate: 12.00%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Direct Expenses:

Lodging	$85/night
Meals	$36/day
Mileage	$0.56/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

* = Overhead Rate is TxDOT 2017 Approved Audited Overhead Rate.
† = 3% Escalation Rate added to future fiscal years.

EXHIBIT E
WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-17-037-06-27

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, action herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

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

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

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _-_ _ _ _
Requisition Number _____ **(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, as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No. 1 Board of Directors on _____(approval date)_____ as indicated below and effective as of _____ day of _____, 201_____.

THE ENGINEER:
B2Z ENGINEERING, LLC

By:_____
Nicholus Muñoz, Vice President

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

EXHIBIT F

SUPPLEMENTAL AGREEMENT FORM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

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

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

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

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

THE ENGINEER:
B2Z ENGINEERING, LLC

BY:_____
Nicholus Muñoz, Vice President

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2017

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 have ADDITIONAL INSURED provisions or 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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Co of CT	
INSURED B2Z Engineering, LLC P.O. Box 2724 McAllen TX 78502	INSURER B : AXIS Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			660-0E787992	01/17/2017	01/17/2018	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7F749501	01/17/2017	01/17/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	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		UB4203T391	01/17/2017	01/17/2018	X PER STATUTE 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
B	Professional Liability "claims made"			AEA000460-02-2017	01/17/2017	01/17/2019	Each Claim Limit Policy Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER

Hidalgo County Drainage District #1
902 N. Doolittle Rd

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 <DD>

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WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-HCDD1-17-037-06-27

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**, action herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**," and, **B2Z ENGINEERING, LLC** professional engineers of Mission Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide Site Specific Drainage Analysis, Mapping and Master Planning Efforts for Pct#2 & Pct#4.

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 **$315,024.12**. 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. 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, as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No. 1 Board of Directors on_____as indicated below and effective as of _____ day of_____, 201_____.

THE ENGINEER:
B2Z ENGINEERING, LLC

By:_____
Nicholus Muñoz, Vice President

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

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 (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer 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 Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION I - PROJECT DESCRIPTION

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

COUNTY/CITY: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

PROJECT/DESCRIPTION: Contract # C-HCDD1-17-037-06-27
Work Authorization No. 1 ~ Pct#2 & Pct#4 Site Specific Drainage Analysis, Mapping & Master Plan

ENGINEER shall mean B2Z Engineering.

COUNTY shall mean Hidalgo County.

EXHIBIT B

Scope of Services to be provided by the Engineer

I. ENGINEERING MANAGEMENT (EM)

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

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

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

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

(6) Capital Improvement Program (CIP): If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and Hidalgo County / B2Z Engineering, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

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

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

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

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

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

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

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

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

EXHIBIT B

Scope of Services to be provided by the Engineer

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION (PEDC)

(A) **Preliminary Engineering:** For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner;** to include preliminary layouts, sketches, and cost estimates for the **Project,** and to set forth clearly the **Engineer's** recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) Preliminary Field Surveying

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

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

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

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate over bank 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
(ix) Zoning mapping
(x) Demographic mapping

(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping

Engineering

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

Public Safety

(xvii) Emergency preparedness plans

Environmental Assessment (if required by Federal/State agencies)

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

Elections

(xxiii) District Boundary definition

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

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

(4) Hydrologic Analysis

(a) The **Engineer** shall review and comment on the hydrologic analyses done to date on the Project.

(7) Alternate Solutions and Recommendations

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

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the Owner to make the

appropriate comparisons to the Engineer's final recommendations and provide the approval for the final design of the Project.

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

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

EXHIBIT C
WORK SCHEDULE

C-HCDD1-17-037-06-27
Work Authorization #1 ~ Pct#2 & Pct#4 Site Specific Drainage Analysis, Mapping & Master Plan

	2017						2018				
TASK AND DESCRIPTION	**JUL**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MARCH**	**APRIL**	**MAY**
WA #1: Pct#2 & Pct#4 Site Specific Drainage Analysis, Mapping & Master Plan											
Develop Site Specific Overall Master Exhibit w/ Index of Sheets & Summary Detailing Design Parameters											
Meetings & Coordination with HCDD #1, Hidalgo County Pct. #4, and Hidalgo County Pct. #2											
Field Reconnaissance of Drainage, Roadway, Sewer/Septic, Water Infrastructure of Registered Colonias											
Research and Data Collection: Site Specific Existing Public Infrastructure & Potential Effects on Proposed Drainage Plan											
Research and Data Collection: Site Specific Existing Commercial Infrastructure & Potential Effects on Proposed Drainage Plan											
Research SB827 State Ranking for Each Registered Site: Green, Yellow, Red, Unknown (Drainage, Platting, etc.)											
Create Site Specific Exhibits with all available information from Task 3-6 (Approx. 318 locations)											
Develop a Site Specific Preliminary Drainage Plan - Preliminary Engineering (Approx. 318 locations)											
Develop a Site Specific Drainage Plan Exhibit - Mapping (Approx. 318 locations)											
Preperation of a Site Assessment Final Report that Includes an Evaluation Matrix w/ a Tiered Ranking System											

B2Z Engineering
Hidalgo County

EXHIBIT D
FEE PROPOSAL

Hidalgo County Drainage District No. 1

C-HCDD1-17-037-06-27

Work Authorization #1 ~ Pct#2 & Pct#4 Site Specific Drainage Analysis, Mapping & Master Plan

		Hidalgo County Drainage District No. 1 *Work Authorization #1*	MANHOURS Senior Project Manager	Design Engineer	GIS Technician	Engineering Tech	Total	Subtotal
		TASKS						
I. ENGINEERING MANAGEMENT (SCOPE TASKS EM-A & EM-B)								
	1	Develop Site Specific Overall Master Exhibit w/ Index of Sheets & Summary Detailing Design Parameters	18	23	182		223	$24,895
	2	Meetings & Coordination with HCDD #1, Hidalgo County Pct. #4, and Hidalgo County Pct. #2	20	78	116		214	$25,317
III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION (SCOPE TASK PEDC A)								
	3	Field Reconnaissance of Drainage, Roadway, Sewer/Septic, Water Infrastructure of Registered Colonias	Task To Be Completed by Hidalgo County Pct#2 & Pct#4					$0
	4	Research and Data Collection: Site Specific Existing Public Infrastructure & Potential Effects on Proposed Drainage Plan	10	18	124		152	$16,678
	5	Research and Data Collection: Site Specific Existing Commercial Infrastructure & Potential Effects on Proposed Drainage Plan	8	15	102		125	$13,686
	6	Research SB827 State Ranking for Each Registered Site: Green, Yellow, Red, Unknown (Drainage, Platting, etc.)	6	16	88		110	$11,943
	7	Create Site Specific Exhibits with all available information from Task 3-6 (Approx. 318 locations)	32	75	472		579	$62,754
	8	Develop a Site Specific Preliminary Drainage Plan - Preliminary Engineering (Approx. 318 locations)	28	452		150	630	$70,410
	9	Develop a Site Specific Drainage Plan Exhibit - Mapping (Approx. 318 locations)	21	90	462		573	$60,827
	10	Preperation of a Site Assessment Final Report that Includes an Evaluation Matrix w/ a Tiered Ranking System	22	110	28	18	178	$22,234
			165	**877**	**1574**	**168**	**2784**	
Labor Hours			**165**	**877**	**1574**	**168**	**2784**	
Hourly Base Rates			$ 80.00	$ 38.00	$ 32.00	$ 24.00		
Contract Rate FY2017			$ 244.73	$ 116.25	$ 97.89	$ 73.42		
Total Labor Costs			**$ 40,380.45**	**$ 101,951.25**	**$ 154,078.86**	**$ 12,334.56**		**$ 308,745.12**

Direct Expenses

Mileage ($0.56/mile)	$ 4,704.00
8 1/2" X 11" Copies ($1.00/sheet)	$ 495.00
11" X 17" Copies ($1.50/sheet)	$ 1,080.00
Total Direct Expenses	***$ 6,279.00***

B2Z Engineering Total Cost **$ 315,024.12**

AI -60418 **12.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar, DRAINAGE DISTRICT

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to purchase One (1) 2016 Freightliner 2000 Gal. Water Truck from Houston Freightliner Inc., through the Hidalgo County Drainage District No. 1 membership/participation with H-GAC awarded Contract #HT06-16 in the total amount of $75,386.82.

BACKGROUND

PO will be issued upon compliance to HB1295.

Fiscal Impact

Attachments

Houston Freightliner Quote with H-GAC Price Verification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 08:34 AM
Merlen P. Munoz	Merlen P. Munoz	06/23/2017 04:13 PM
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Moises Salazar Started On: 06/22/2017 04:22 PM

Final Approval Date: 06/23/2017

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-16	Date Prepared:	6/8/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Hidalgo County Drainage Dist	Contractor:	Houston Freightliner, Inc
Contact Person:	Jaime Salazar	Prepared By:	Michael McCarthy
Phone:	956-292-7080	Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:		Email:	Mike.McCarthy@STRHouston.com

Product Code:	D6	Description:	2016 Freightliner M2-106-70

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 59658

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Cummins ISB 250 HP	1089	Adjustable Steering Column	376
Allison 2500 RDS Automatic Transmission	2661		
Air Conditioner	850		
Wabdo SS-1200 Air Dryer	195		
Air Driver Seat	175		
AM/FM Radio	230		
West Coast Mirrors with LH/RH Remote	224		
LH/RH Electric Windows	147	Ledwell 2000 Gallon Water Tank Body	18752
Power Door Locks	71		
2 Man Passenger Seat	178		
23,000 LB Multi-Leaf Rear Suspension	1285	**Subtotal From Additional Sheet(s):**	
23,000 LB Rear Axle	510	**Subtotal B:**	26743

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary:
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	86401	=	Subtotal D:	86401

E. H-GAC Order Processing Charge (Amount Per Current Policy) — Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges.

Description	Cost	Description	Cost
Discount	-12014.18		
		Subtotal F:	-12014.18

Delivery Date:	**1-Oct**	**G. Total Purchase Price (D+E+F):**	75386.82

HGACBuy THE SMART PURCHASING SOLUTION

Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 1-800-926-023

CONTRACT PRICING VERIFICATION

TO: **Moises Salazar**

FROM: **Loleta Chappel**

COMPANY: **Hidalgo County Drainage District**

DATE: **6/20/2017**

PHONE NUMBER: **956-292-7080**

RE: Price Verification of HT06-16 Medium & Heavy Trucks and Truck Bodies

REFERENCE: Contract Pricing Worksheet dated: **06/08/2017 Houston Freightliner, Inc.**

I have reviewed the pricing worksheet provided HT06-16 Medium & Heavy Trucks and Truck Bodies. Our review verifies the pricing worksheet(s) provided is in compliance with the contract. When you are ready please make your Purchase Order out to the vendor and send a copy of the Purchase Order and all the HGACBuy Product Pricing Worksheet information to me by email loleta.chappel@h-gac.com or fax 713-993-4548 and please send a copy of the Purchase Order to the vendor.

FYI

This does not include the $18,752.00 you should have received a separate quote for the Ledwll 2000 Gallon Water Tank Body. Please include it in the paperwork when you are ready to send me the Purchase Order and the HGACBUY Worksheet.

**********This is not an HGACBUY Order Confirmation Letter**********

Thank You

Loleta Chappel
Procurement Services Specialist
Cooperative Purchasing
Direct: 713-993-2486
Fax: 713-993-4548
loleta.chappel@h-gac.com
www.HGACBUY.org

Quotation: QUO-07178-N0R5

Date: 2/1/2017

PO Number: _____

3300 Waco St
Texarkana, TX 75503
o: 903 838 6531
f: 903 831 2719

CUSTOMER	SHIP TO
Doggett of South Texas Attn: Mark Brunnemann 3103 North Cage Blvd. PHARR, TX 78577 (956) 782-8202 Ext. 28202	PRIMARY 705 E. NOLANA PHARR, TX 78577

REQUISITIONER	SHIP VIA	F.O.B.	Estimated Lead Time
Mica Morse		FOB Texarkana, TX	

Item Description	Qty
2000 Gallon WT	1
2016 Ledwell 2000 Gallon Tank; 120"L x 96"W x 56"T	

Standard Equipment	
Baffle	One (1) Longitudinal and one (1) Transverse baffle
Standard Water Specs	Rear ladder
Standard Water Specs	Push bumper
Standard Water Specs	All-welded subframe, Rubber mount padding
Standard Water Specs	Hydrant-fill capability, Top discharge hydrant-fill water drop
Standard Water Specs	Low point drain cocks
Standard Water Specs	Steel fenders with railing
Standard Water Specs	Suction plumbed interior primer tank
Standard Water Specs	Reservoir interior blasted and coated with POLIBRID 705
Standard Water Specs	Tool Box
Spray Valves	In-cab manual control valves allows selection of front, rear, or side spray function
Hosereel	Rear mounted hose reel with 50' - 1 1/4" Jet spray hose w/ 1 1/2" nozzle
Pump	4" X 3" pump - PTO driven, Suction and Front/Rear Plumbing
Spray Function	Two (2) front spray heads/Two (2) rear spray heads, One (1) side spray nozzle with 1 1/2" hose outlet
Spray Heads	Standard spray heads
Site Tube	Water level site tube front mount
DOT Compliance	Back-up alarm
DOT Compliance	Mud flaps
DOT Compliance	Fire extinguisher

Standard Equipment	
DOT Compliance	Triangle & reflector kit
DOT Compliance	Reflexite conspicuity tape
Decals	Customer-approved decals
Paint	Painted One Color

Quote Totals	
Detail Amount	17,777.00
DOT	0.00
F.E.T.	0.00
Pre-Freight Amount	17,777.00
Freight Amount	975.00
Quote Total	18,752.00

Other Comments or Special Instructions	SALESPERSON
	Mica Morse
	Authorized By
	Date

Please contact your salesman with any questions. Thank you for your business.
Applicable State / Local Taxes Not Included

GENERAL PURPOSE & EMERGENCY VEHICLES

MEDIUM AND HEAVY TRUCKS & TRUCK BODIES - HT06-16

Contract No.: HT06-16

Effective Date: June 1, 2016 to May 31, 2018

These are complete, turn-key chassis, equipped with current EPA threshold compliant engines/emissions, and consistent with the components and performance of H-GAC specification configuration, as viewed on this link:

For each Base Unit cab-chassis priced in the table, below, other than those options/upgrades called for by an HGAC member (alternate engine, transmission, wheelbase, body, etc), no additional, compulsory equipment or fees are required to render these cab-chassis as functioning, legally-equipped machines meeting those minimums established for each model's base configuration. Unless otherwise noted in the descriptions below, the Base Unit prices below include any emission surcharges and standard factory-to-dealer freight. Freight from dealers to HGAC members (or from dealer to conversion company) shall be recognized as a separate PO line item, unique to end user. Vendors priced various chassis manufacturer options from which HGAC members may build alternative configurations. Contact vendors for a complete quote relative to this contact .

Note: Contact information on the right side bar will be listed only after the Contractor has fully executed their contract.

- AUTOCAR
- AUTOCAR
- CATERPILLAR
- FORD
- FORD
- FREIGHTLINER
- FREIGHTLINER
- HINO
- INTERNATIONAL
- ISUZU
- ISUZU
- KENWORTH
- KENWORTH
- MACK
- PETERBILT
- RAM
- VOLVO
- WESTERN STAR

RE: Truck Bodies: various truck bodies (e.g. aerials, dump bodies, wrecker bodies, service bodies, etc.) are available through each vendor's options pricing. Contact vendors for more details.

Back to top

AUTOCAR

Contractor: Chastang Enterprises, dba Chastang's Bayou City Autocar

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
A2	ACX42, COE, SRA	$81,303
A3	ACX64, COE, TRA	$87,422

Back to top

AUTOCAR

Contractor: Grande Truck Center

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
A1	ACMD42, COE, SRA	$75,600

Back to top

CATERPILLAR

Contractor: Holt Texas, LTD

H-GAC	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT

H-GAC CONTACTS

- **Loleta Chappel**
  (P): 713-993-2486
  (F): 713-993-4548
  loleta.chappel@h-gac.com

VENDOR CONTACTS

- **Chastang Enterprises Inc. dba Chastang Ford dba Chastang's Bayou City Autocar**
  Ed Miller
  (P): 713-678-5007
  (F): 713-678-5001
  Click here for Email
- **Cleveland Mack Sales, Inc. d/b/a Performance Truck**
  Peston Fredrich
  (P): 713-844-7161
  (F): 713-844-7222
  Click here for Email
- **Doggett Freightliner of South Texas, LLC**
  Mike Crockett
  (P): 210-277-4373
  (F): 210-661-0289
  Click here for Email
- **French Ellison Truck Center**
  Jason w. Mims
  (P): 210-228-2028
  (F): 210-662-5999
  Click here for Email
- **Grande Truck Center**
  Rocky Shoffstall
  (P): 210-666-7112
  (F): 210-666-7216
  Click here for Email
- **Holt Texas, LTD.**
  William Mitchell
  (P): 210-648-1111
  (F): 210-648-0079
  Click here for Email
- **Housby Mack Inc.**
  Scott Ferris
  (P): 515-299-6272
  (F): 515-261-4340
  Click here for Email
- **Houston Freightliner, Inc**
  Michael McCarthy
  (P): 713-580-8122
  (F): 713-955-6282
  Click here for Email
- **Love Field Chrysler Dodge Jeep Ram**
  Tim Middlebrooks
  (P): 972-707-9438
  (F): 214-350-0085
  Click here for Email
- **Rush Truck Centers of Arizona, Inc. dba Rush Truck Center, Phoenix**
  George Beal
  (P): 602-422-8122
  (F): 602-422-8175
  Click here for Email
- **Rush Truck Centers of California dba Rush Truck Center, Pico Rivera**
  Kevin Voss
  (P): 800-776-3647
  (F): 800-473-2257
  Click here for Email
- **Rush Truck Centers of California, Inc. dba Rush Truck Cernter, Sylmar**
  Kevin Voss
  (P): 909-434-6407
  (F): 866-473-2257
  Click here for Email

PRODUCT CODE		PRICE
B1	CT660S-STA, Conv. Cab, TRA, 116" BBC (CF7AA), Truck Configuration	$109,560
B2	CT660S-STA, Conv. Cab, TRA, 116" BBC (CF7AA), Tractor Configuration	$111,279
B3	CT660-LTA, Conv. Cab, TRA, 122" BBC (CF7AB), Truck Configuration	$114,953
B4	CT660-LTA, Conv. Cab, TRA, 122" BBC (CF7AB), Tractor Configuration	$116,051
B5	CT681-SG-SFA, Conv. Cab, TRA, 114" BBC (CF6AA)	$108,864
B6	CT680L-SFA, Conv. Cab, TRA, 124" BBC (CF6AB), Truck Configuration	$112,232
B7	CT680L-SFA, Conv. Cab, TRA, 124" BBC (CF6AB), Tractor Configuration	$116,876

Back to top

FORD

Contractor: Chastang Enterprises, dba Chastang Ford

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
C1	F-450, 4x2, Regular Cab, Gas Engine	$27,279
C3	F-550, 4x2, Regular Cab, Gas Engine	$28,047
C4	F-550, 4x2, Regular Cab, Diesel Engine	$35,148
C5	F-650, 4x2, Regular Cab, Gas Engine	$38,160
C6	F-650, 4x2, Regular Cab, Diesel Engine	$43,777
C7	F-750, 4x2, Regular Cab, Gas Engine	$38,906
C8	F-750, 4x2, Regular Cab, Diesel Engine	$43,836
C9	F-750, 4x2, Regular Cab, Tractor Configuration	$49,921
C10	F-59, Stripped Chassis, Gas Engine	$19,465
C11	E-450 Cutaway Van Chassis, Gas Engine	$22,035

Back to top

FORD

Contractor: Grande Truck Center

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
C2	F-450, 4x2, Regular Cab, Diesel Engine	$31,730

Back to top

FREIGHTLINER

Contractor: Doggett Freightliner of South Texas, LLC

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
D10	MT45 Stripped Chassis	$45,487
D11	MT55 Stripped Chassis	$48,482

Back to top

FREIGHTLINER

Contractor: Houston Freightliner, Inc.

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
D1	108SD-70, Conv. Cab, SBFA, SRA	$63,924
D2	108SD-80, Conv. Cab, SBFA, TRA	$73,872
D3	114SD, Conv. Cab, SFFA, SRA	$77,539
D4	122SD, Conv Cab, SFFA, TRA	$91,973
D5	M2-106-60, Conv. Cab, SBFA, SRA	$57,272
D6	M2-106-70, Conv. Cab, SBFA, SRA	$59,658
D7	M2-106-80, Conv. Cab, SBFA, TRA:	$69,353

- **Rush Truck Centers of Texas, L.P.**
  Charles Plouse
  (P): 832-690-5047
  (F): 832-590-5289
  Click here for Email
- **Santex Truck Centers, LTD**
  Pat Lewis
  (P): 210-661-8371
  (F): 210-661-0226
  Click here for Email
- **Tyler Motor Company Inc.**
  Dave Hall
  (P): 903-592-6151
  (F): 903-952-5092
  Click here for Email

AI -60365 **13.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Texas Cordia Construction, LLC for RFB No. HCDD1-17-026-05-10 “Hidalgo County Precinct No. 1 Lucero del Norte Subdivision Rural Drainage Development”, in the total bid amount of $299,362.00 as recommended by the project engineer TEDSI Infrastructure Group, Inc. subject to compliance with HB1295

BACKGROUND

The assigned contract number is: C-HCDD1-17-026-06-27

Fiscal Impact

Attachments

Award Recommendation Letter
Bid Tabulation

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Moises Salazar Started On: 06/20/2017 03:44 PM

Final Approval Date: 06/23/2017

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

May 16, 2017

Raul E. Sesin, P.E.
General Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78542

RE: Rural Drainage Development – Lucero del Norte Subdivision
HCDD1-17-026-05-10 - Award Recommendation

Dear Mr. Sesin:

Eleven bids were submitted for above captioned project by:

1. RG Enterprises, LLC dba G&G Contractors
2. Go Underground, LLC
3. Castle Enterprises
4. Filegonia Site Contractors
5. Texas Cordia Construction
6. PEGA JPS Utilities
7. ICE
8. MJA Construction, LLC
9. Mor-Wil, LLC
10. Artillery, LLC
11. GNH Company, LLC

TEDSI found the following errors in the final bid amounts submitted by the above noted bidders:

1. G&G Contractors: Unit Total incorrect for Bid Item 529. Corrected Total Bid amount: $358,871.00.
2. Filegonia Site Contractors: Unit Total incorrect for Bid Item 760. Corrected Total Bid amount: $348,448.70.
3. GNH Company: Unit Totals incorrect for Bid Items 464 and 550. Corrected Total Bid amount: $388,264.50.

Recommendations

TEDSI recommends award of the project to Texas Cordia Construction for a total of ($299,362.00).

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

Sincerely,
TEDSI Infrastructure Group, Inc.

Jason M. Adams

for

Robert Fina, P.E.
Project Manager

Enclosures: Bid Analysis, Bid Tabulations

BID ANALYSIS

Bid No. HCDD1-17-026-05-10 - Rural Drainage Development - Lucero del Norte Subdivision

BASE BID				Engineer's Estimate		APPARENT LOW BIDDER TEXAS CORDIA CONSTRUCTION			G&G CONTRACTORS			GO UNDERGROUND, LLC			CASTLE ENTERPRISES, LLC			FILEGONIA SITE CONTRACTORS			PEGA JPS UTILITIES, LLC			ICE			MJA CONSTRUCTION, LLC			MOR-WIL, LLC			ARTILLERY, LLC			GNH COMPANY, LLC		
SPEC. No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-	Unit Price	Total	% +-
400	CUT & RESTORING PAVEMENT	176	SY	$45.00	$7,920.00	$43.00	$7,568.00	-4.4%	$28.00	$4,928.00	-37.8%	$38.00	$6,688.00	-15.6%	$10.82	$1,904.32	-76.0%	$32.00	$5,632.00	-28.9%	$35.00	$6,160.00	-22.2%	$40.00	$7,040.00	-11.1%	$28.00	$4,928.00	-11.1%	$21.00	$3,696.00	-11.1%	$30.00	$5,280.00	-11.1%	$12.50	$2,200.00	-11.1%
402	TRENCH EXCAVATION PROTECTION	2,869	LF	$0.57	$1,635.33	$2.00	$5,738.00	+250.9%	$6.00	$17,214.00	+952.6%	$2.00	$5,738.00	+250.9%	$2.22	$6,369.18	+289.5%	$0.40	$1,147.60	-29.8%	$2.00	$5,738.00	+250.9%	$2.50	$7,172.50	+338.6%	$3.00	$8,607.00	+338.6%	$2.00	$5,738.00	+338.6%	$1.00	$2,869.00	+338.6%	$5.50	$15,779.50	+338.6%
432	RIPRAP (CONC)(6 IN)	10	CY	$540.00	$5,400.00	$363.00	$3,630.00	-32.8%	$45.00	$450.00	-91.7%	$470.00	$4,700.00	-13.0%	$242.54	$2,425.40	-55.1%	$567.00	$5,670.00	+5.0%	$120.00	$1,200.00	-77.8%	$295.00	$2,950.00	-45.4%	$337.50	$3,375.00	-45.4%	$300.00	$3,000.00	-45.4%	$500.00	$5,000.00	-45.4%	$560.00	$5,600.00	-45.4%
464	RC PIPE (CL III) (24 IN) (SPL)	1,247	LF	$47.75	$59,544.25	$46.00	$57,362.00	-3.7%	$41.00	$51,127.00	-14.1%	$68.00	$84,796.00	+42.4%	$58.37	$72,787.39	+22.2%	$53.20	$66,340.40	+11.4%	$45.00	$56,115.00	-5.8%	$64.00	$79,808.00	+34.0%	$50.00	$62,350.00	+34.0%	$50.00	$62,350.00	+34.0%	$60.00	$74,820.00	+34.0%	$55.00	$68,585.00	+34.0%
464	RC PIPE (CL III) (30 IN) (SPL)	189	LF	$65.00	$12,285.00	$65.00	$12,285.00	+0.0%	$59.00	$11,151.00	-9.2%	$77.00	$14,553.00	+18.5%	$74.41	$14,063.49	+14.5%	$65.40	$12,360.60	+0.6%	$59.00	$11,151.00	-9.2%	$90.00	$17,010.00	+38.5%	$70.00	$13,230.00	+38.5%	$62.50	$11,812.50	+38.5%	$80.00	$15,120.00	+38.5%	$75.00	$14,175.00	+38.5%
464	RC PIPE (CL III) (36 IN) (SPL)	416	LF	$85.89	$35,730.24	$89.00	$37,024.00	+3.6%	$76.00	$31,616.00	-11.5%	$101.00	$42,016.00	+17.6%	$93.19	$38,767.04	+8.5%	$83.60	$34,777.60	-2.7%	$78.00	$32,448.00	-9.2%	$122.00	$50,752.00	+42.0%	$90.00	$37,440.00	+42.0%	$81.00	$33,696.00	+42.0%	$90.00	$37,440.00	+42.0%	$85.00	$35,360.00	+42.0%
464	RC PIPE (CL III) (42 IN) (SPL)	1,017	LF	$105.00	$106,785.00	$115.00	$116,955.00	+9.5%	$105.00	$106,785.00	+0.0%	$127.00	$129,159.00	+21.0%	$113.97	$115,907.49	+8.5%	$111.50	$113,395.50	+6.2%	$120.00	$122,040.00	+14.3%	$160.00	$162,720.00	+52.4%	$120.00	$122,040.00	+52.4%	$108.00	$109,836.00	+52.4%	$120.00	$122,040.00	+52.4%	$125.00	$127,125.00	+52.4%
465	INLET (COMPL) (TY C)	2	EA	$3,404.47	$6,808.94	$1,750.00	$3,500.00	-48.6%	$4,800.00	$9,600.00	+41.0%	$2,800.00	$5,600.00	-17.8%	$2,720.25	$5,440.50	-20.1%	$2,450.00	$4,900.00	-28.0%	$2,500.00	$5,000.00	-26.6%	$4,200.00	$8,400.00	+23.4%	$2,200.00	$4,400.00	+23.4%	$2,800.00	$5,600.00	+23.4%	$3,500.00	$7,000.00	+23.4%	$3,900.00	$7,800.00	+23.4%
465	INLET (COMPL) (TY C-C)	4	EA	$4,500.00	$18,000.00	$2,650.00	$10,600.00	-41.1%	$4,900.00	$19,600.00	+8.9%	$4,000.00	$16,000.00	-11.1%	$3,510.00	$14,040.00	-22.0%	$2,450.00	$9,800.00	-45.6%	$3,150.00	$12,600.00	-30.0%	$4,500.00	$18,000.00	+0.0%	$2,600.00	$10,400.00	+0.0%	$3,500.00	$14,000.00	+0.0%	$4,000.00	$16,000.00	+0.0%	$4,900.00	$19,600.00	+0.0%
465	INLET (COMPL) (TY F)	4	EA	$5,500.00	$22,000.00	$2,390.00	$9,560.00	-56.5%	$6,500.00	$26,000.00	+18.2%	$3,400.00	$13,600.00	-38.2%	$3,159.00	$12,636.00	-42.6%	$2,450.00	$9,800.00	-55.5%	$3,250.00	$13,000.00	-40.9%	$4,200.00	$16,800.00	-23.6%	$2,600.00	$10,400.00	-23.6%	$3,000.00	$12,000.00	-23.6%	$4,000.00	$16,000.00	-23.6%	$5,900.00	$23,600.00	-23.6%
465	INLET (COMPL) (TY F) W/EXT	2	EA	$6,000.00	$12,000.00	$2,915.00	$5,830.00	-51.4%	$7,500.00	$15,000.00	+25.0%	$3,800.00	$7,600.00	-36.7%	$2,808.00	$5,616.00	-53.2%	$2,450.00	$4,900.00	-59.2%	$3,500.00	$7,000.00	-41.7%	$4,800.00	$9,600.00	-20.0%	$2,900.00	$5,800.00	-20.0%	$3,650.00	$7,300.00	-20.0%	$4,500.00	$9,000.00	-20.0%	$6,300.00	$12,600.00	-20.0%
465	MANH (COMPL) (JUNCT BOX) (TY M)	1	EA	$4,400.00	$4,400.00	$1,860.00	$1,860.00	-57.7%	$8,500.00	$8,500.00	+93.2%	$2,900.00	$2,900.00	-34.1%	$2,995.20	$2,995.20	-31.9%	$2,950.00	$2,950.00	-33.0%	$3,500.00	$3,500.00	-20.5%	$5,000.00	$5,000.00	+13.6%	$7,100.00	$7,100.00	+13.6%	$3,500.00	$3,500.00	+13.6%	$3,500.00	$3,500.00	+13.6%	$6,300.00	$6,300.00	+13.6%
465	MANH (COMPL) (JUNCT BOX) (TY M) WITH TYPE C INLET TOP	2	EA	$3,500.00	$7,000.00	$2,585.00	$5,170.00	-26.1%	$6,500.00	$13,000.00	+85.7%	$3,400.00	$6,800.00	-2.9%	$3,042.00	$6,084.00	-13.1%	$3,050.00	$6,100.00	-12.9%	$3,500.00	$7,000.00	+0.0%	$5,200.00	$10,400.00	+48.6%	$7,600.00	$15,200.00	+48.6%	$4,200.00	$8,400.00	+48.6%	$4,000.00	$8,000.00	+48.6%	$7,900.00	$15,800.00	+48.6%
502	TRAFFIC CONTROL PLAN AND EXECUTION (INSTALLED AND REMOVED)	1	LS	$5,000.00	$5,000.00	$4,500.00	$4,500.00	-10.0%	$3,200.00	$3,200.00	-36.0%	$7,500.00	$7,500.00	+50.0%	$2,106.00	$2,106.00	-57.9%	$6,400.00	$6,400.00	+28.0%	$2,500.00	$2,500.00	-50.0%	$2,500.00	$2,500.00	-50.0%	$4,500.00	$4,500.00	-50.0%	$5,000.00	$5,000.00	-50.0%	$4,000.00	$4,000.00	-50.0%	$5,500.00	$5,500.00	-50.0%
529	CONC CURB & GUTTER (TY A)	80	LF	$8.00	$640.00	$26.00	$2,080.00	+225.0%	$80.00	$6,400.00	+900.0%	$25.00	$2,000.00	+212.5%	$8.90	$712.00	+11.3%	$30.25	$2,420.00	+278.1%	$14.00	$1,120.00	+75.0%	$18.00	$1,440.00	+125.0%	$10.00	$800.00	+125.0%	$20.00	$1,600.00	+125.0%	$20.00	$1,600.00	+125.0%	$10.50	$840.00	+125.0%
550	REMOVE & REPLACE FENCE (VARIOUS LOCATIONS)	400	LF	$7.00	$2,800.00	$10.00	$4,000.00	+42.9%	$25.00	$10,000.00	+257.1%	$22.00	$8,800.00	+214.3%	$12.87	$5,148.00	+83.9%	$22.00	$8,800.00	+214.3%	$15.00	$6,000.00	+114.3%	$18.00	$7,200.00	+157.1%	$7.00	$2,800.00	+157.1%	$20.00	$8,000.00	+157.1%	$25.00	$10,000.00	+157.1%	$23.00	$9,200.00	+157.1%
760	SWALE CLEANING & RESHAPING	6,000	LF	$5.00	$30,000.00	$1.00	$6,000.00	-80.0%	$1.25	$7,500.00	-75.0%	$10.50	$63,000.00	+110.0%	$2.63	$15,780.00	-47.4%	$7.90	$47,400.00	+58.0%	$3.00	$18,000.00	-40.0%	$5.50	$33,000.00	+10.0%	$2.50	$15,000.00	+10.0%	$3.00	$18,000.00	+10.0%	$8.00	$48,000.00	+10.0%	$1.00	$6,000.00	+10.0%
2270	WATER LINE ADJUSTMENT(COMPLETE IN PLACE ANY SIZE)	3	EA	$2,500.00	$7,500.00	$1,200.00	$3,600.00	-52.0%	$4,300.00	$12,900.00	+72.0%	$4,500.00	$13,500.00	+80.0%	$1,111.50	$3,334.50	-55.5%	$385.00	$1,155.00	-84.6%	$2,500.00	$7,500.00	+0.0%	$1,200.00	$3,600.00	-52.0%	$1,300.00	$3,900.00	-52.0%	$1,500.00	$4,500.00	-52.0%	$3,000.00	$9,000.00	-52.0%	$1,900.00	$5,700.00	-52.0%
7000	SWPPP PLAN AND EXECUTION (INSTALLED AND REMOVED)	1	LS	$8,500.00	$8,500.00	$2,100.00	$2,100.00	-75.3%	$3,900.00	$3,900.00	-54.1%	$5,000.00	$5,000.00	-41.2%	$1,404.00	$1,404.00	-83.5%	$4,500.00	$4,500.00	-47.1%	$2,500.00	$2,500.00	-70.6%	$5,000.00	$5,000.00	-41.2%	$8,500.00	$8,500.00	-41.2%	$3,000.00	$3,000.00	-41.2%	$5,000.00	$5,000.00	-41.2%	$6,500.00	$6,500.00	-41.2%
	TOTAL FOR BASE BID				$353,948.76		$299,362.00	-15.4%		$358,871.00	+1.4%		$439,950.00	+24.3%		$327,520.51	-7.5%		$348,448.70	-1.6%		$320,572.00	-9.4%		$448,392.50	+26.7%		$340,770.00	+26.7%		$321,028.50	+26.7%		$399,669.00	+26.7%		$388,264.50	+26.7%

CONSULTANT ANALYSIS OF BIDS:

Bidder did not submit a bid on a line item

Bidder did not include Addendum with Bid

Incorrect Total

Mark D. Corbitt, P.E. TEDSI Infrastructure Group, Inc.
NAME/SIGNATURE

5/16/2017
DATE

AI -60455 **14.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Inter Local Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District No.1 as it relates to Street & Drainage Improvements for Plena Vista Subdivision Unit 2 - Pct. 2. (Subject to Legal Review)

BACKGROUND

Fiscal Impact

Attachments

ILA

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Jaime Salazar Started On: 06/23/2017 01:40 PM

Final Approval Date: 06/23/2017

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS AGREEMENT is made on this the ____ day of _____ 2017, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1,** hereinafter referred to as "District", and **HIDALGO COUNTY, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, District desires to install storm sewers in Plena Vista Subdivision Unit 2 which has continually been affected by rain events;

WHEREAS, District has or will execute a construction contract with Venser Contractors, LLC to install such storm sewers;

WHEREAS, District in the process of construction of such storm sewers in Plena Vista Subdivision Unit 2 will damage approximately forty-six percent (46%) of the roads or streets locatedin Plena Vista Subdivision Unit 2;

WHEREAS, District has or will contract with Venser Contractors, LLC to repair damage to the streets and roads in Plena Vista Subdivision Unit 2 caused by the installation of such storm sewers;

WHEREAS, County desires to rework and pave the remainder of the streets and roads in Plena Vista Subdivision Unit 2 not suffering damage as a result of such storm sewer installation;

WHEREAS, County desires to contribute the sum of One Hundred Eighty-Eight Thousand Six Hundred Sixty-Two Thousand and Eight one hundredths Dollars ($188,662.08) for the reworking and paving of the streets and roads in Plena Vista Subdivsion;

WHEREAS, District and County have agreed to cooperate in the improvements as described herein; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, District and County in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District shall contract with Venser Contractors, LLC for installation of storm sewers in Plena Vista Subdivision Unit 2 and shall also contract with Venser Contractors, LLC for repair of streets and roads damaged by the installation of such storm

sewers as well as the reworking of the streets and roads in Plena Vista Subdivision Unit 2 not damaged by the installation of such storm sewers.

2. County agrees upon execution of this Agreement to pay District the sum of One Hundred Eighty-Eight Thousand Six Hundred Sixty-Two Thousand and Eight one hundredths Dollars ($188,662.08) being fifty-four percent (54%) of the contract sum of the Venser Contractors, LLC contract for the reworking and paving of the streets and roads in Plena Vista Subdivision Unit 2 not damaged by the installation of storm sewers. Any change order necessitated with respect to the construction contract with Venser Constructors, LLC relating to the rework and paving of streets and roads in Plena Vista Subdivision Unit 2 not resulting from to damage of such streets and roads by the installation of such District storm sewers shall be reimbursed by County to District.

3. District will coordinate work schedule of the above described contractor to provide for minimal disruption of services, and will use its best efforts to complete the project within one hundred fifty (150) days of the date of this Agreement.

4. Following completion of the work described herein the parties agree that the District will have no responsibility for the maintenance of the streets and roads in Plena Vista Subdivision Unit 2.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and County, and not otherwise.

9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED

UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Hidalgo County Drainage District No. 1 Attention: Raul Sesin 902 N. Doolittle Road Edinburg, Texas 78539
If to County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, TX 78539
With copy to:	Eduardo “Eddie” Cantu, Commissioner Pct. No. 2 300 W. Hall Aces Suite G Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Assignment.** This Agreement shall not be assignable.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by District and Hidalgo County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chairperson Board of Directors

ATTEST:

By: _____
Arturo Guajardo, Jr.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project wherein District has or will execute a construction contract with Venser Contractors, LLC to install and improve storm sewers and repair and/or rework streets in Plena Vista Subdivision Unit 2 which Subdivision has continually been affected by rain events and Hidalgo County, Texas will financially contribute through an Interlocal Cooperation Agreement to be entered with Hidalgo County Drainage District No. 1 and Hidalgo County.

By vote on_____ 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -60265 **15.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of final negotiated Professional Services Agreement with L&G Consulting Engineers, Inc., dba L&G Engineering, as it relates to On-Call Professional Geotechnical Services (Contract # C-HCDD1-17-034-06-27) for Hidalgo County Drainage District No.1. Approved for negotiations by HCDD1 Board of Directors on May 30, 2017. (Subject to Legal Review and compliance to Form 1295)

BACKGROUND

Fiscal Impact

Attachments

AI# 59978 Selection of L&G

C-HCDD1-17-034-06-27 L&G Engineering ON-CALL GEOTECHNICAL SVCS

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Moises Salazar Started On: 06/09/2017 01:40 PM

Final Approval Date: 06/23/2017

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 30, 2017
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. **AI -60032** A.) Discussion on Hidalgo County Drainage District No.1 Drainage projects, maintenance and operations:

1.) Pct. 4 North Seminary Estates
2.) Pct. 4 Mile 17 1/2 & Tower Road Drainage Improvement Project
3.) Pct.4 Alamo Brisas Drainage Improvement Project
4.) Pct. 4 Kenyon Road & Mile 17 1/2 Drainage Improvement

6. **AI -59978** A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with "On-Call Professional Geotechnical Services".

FIRM NAME:	SCORE:	RANK:
Raba Kistner Consultants, Inc.	98	2
B2Z Engineering	97	3

L&G Consulting Engineers, Inc. dba L&G Engineering	99	1

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, L&G Consulting Engineers, Inc.,L&G Engineering, for the provision of "On-Call Professional Geotechnical Services".

7. **AI -59984** A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services.

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with "On-Call Professional Geotechnical Services".

FIRM NAME:	SCORE:	RANK:
Millennium Engineers Group, Inc.	99	
Terracon Consultants, Inc.	98	
Professional Service Industries, Inc. (PSI)	97	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, _____, for the provision of "On-Call Professional Geotechnical Services".

8. **AI -59991** Requesting approval of final negotiated Services Agreement with Valley Land Title, Co., as it relates to Title Company Services - On Call (on as needed basis). Approved for negotiations by HCDD1 Board of Directors on May 16, 2017 (AI# 59845).

9. **AI -60012** A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Venser Contractors, LLC for RFB No. HCDD1-17-023-05-10 "Street and Drainage Improvements for Plena Vista Subdivision, Unit 2", in the total bid amount of $450,960.30 as recommended by project engineer , Cruz-Hogan Consultants, Inc.

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District General Manager, Raul E. Sesin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-HCDD1-17-034-06-27

THIS AGREEMENT is made effective the **27th** day of **June , 2017** by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1, TEXAS,** ("Drainage District") and **L&G Consulting Engineers, Inc., dba L&G Engineering** of **Mercedes, TX,** a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the Drainage District is vested with the responsibility of providing "**GEOTECHNICAL SERVICES"** for the **HCDD #1 On-Call Professional Geotechnical Services** (the "Services");

WHEREAS, the Drainage District has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the Drainage District requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the Drainage District by providing the Services;

WHEREAS, Drainage District has selected the Laboratory to provide the Services within **Drainage District,** in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Drainage District and Laboratory do mutually agree as follows:

1. Scope of Services. The Drainage District will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by Drainage

District." Laboratory agrees to provide to Drainage District with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of two **(2) years**, effective **June 27, 2017** and will expire **June 26, 2019** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the Drainage District with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the Drainage District and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, Drainage District shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The Drainage District has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit “E” within the agreement. The Drainage District retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the Drainage District finds it necessary to require changes in completed work because of errors made by the Laboratory, the Drainage District shall require the Laboratory to correct the work at no cost to the Drainage District and without amendment to the Agreement. If the changes are made at the request of the Drainage District and are not due to errors of the Laboratory, the Drainage District will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit “C,” "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the Drainage District in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any Drainage District or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the Drainage District shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Drainage District without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the Drainage District under this Agreement.

8. Suspension of Work. Should Drainage District desire to suspend the work under this Agreement, but not terminate this Agreement, the Drainage District shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the Drainage District to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the Drainage District and Laboratory to that effect. 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 Drainage District to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the Drainage District and Laboratory. If the Drainage District suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

At the request of the Drainage District or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the Drainage District, or at other locations designated by the Drainage District. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the Drainage District before the final report is issued. The Drainage District's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the Drainage District shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the Drainage District or the Laboratory.

The Laboratory shall promptly advise the Drainage District in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Drainage District policies and with any applicable federal, state or local laws, regulations, orders or

ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Drainage District, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Drainage District, including, but not limited to benefits associated with Drainage District civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the Drainage District. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. Drainage District may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for Drainage District in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Drainage District a certificate issued by the insurer that such insurance is in full force and effect.

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

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of Drainage District.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by Drainage District. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by Drainage District, or if Laboratory fails to comply with any conditions in this Agreement, then Drainage District shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by Drainage District of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and Laboratory, and not otherwise.

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable

in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify Drainage District from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County Drainage District No. 1 Attention: General Manager 902 N. Doolittle Rd. Edinburg, Texas 78542
If to Laboratory:	**L&G Engineering** **Attention: Jacinto Garza, P.E.** **2100 W. Expressway 83** **Mercedes, Texas 78570**

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by Drainage District and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the Drainage District shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

30. Immunities. Nothing in this Agreement is intended to and Drainage District does not hereby waive, release or relinquish any right to assert any of the defenses Drainage District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Drainage District as to any claim or action of any person, entity, or individual against Drainage District.

EXECUTED as of the day and year first written above.

OWNER:
Hidalgo County Drainage District No. 1

By: _____
Hon. Ramon Garcia, Chairman of the Board

LABORATORY:
L&G Consulting Engineers, Inc., dba L&G Engineers

By: _____

Printed Name Jacinto Garza, P.E.

Title: President/CEO

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Drainage District
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Contract Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

Approved by Hidalgo County Drainage District Board of Directors on: June 13th, 2017

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

EXHIBIT A

-Scope of Services to be provided by the Drainage District

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

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, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
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

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 1 - PROJECT DESCRIPTION

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

COUNTY/CITY: HIDALGO COUNTY (HCDD #1)

PROJECT/DESCRIPTION: HCDD #1 "On-Call Professional Geotechnical Services"

LABORATORY shall mean L&G Consulting Engineers, Inc.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

DRAINAGE DISTRICT shall mean Hidalgo County Drainage District #1

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: L&G	HCDD#1	
		1. Soil Core Hole Drilling
___	___	a. Pavement (See Section 3, page 3-1 for requirements)
___	___	b. Miscellaneous (See Section 4, page 4-1 for requirements)
___	___	c. Bridges (See Section 5, page 5-1 for requirements)

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 3 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: L&G	HCDD#1	
		1. Pavement Design – Embankment and Subgrade Analysis
___	___	a. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined by LABORATORY during Preliminary Engineering)
___	___	(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design (To be provided by others)
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The LABORATORY will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to Client.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 4 - MISCELLANEOUS

(Function Code 163)

Services Provided By: L&G	HCDD#1	
		1. Retaining Walls and Embankments
___	___	a. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet or more below the footing elevation.
		(2) The soil core holes shall be obtained at locations provided by the LABORATORY along the embankment locations.
___	___	b. Stability Analysis
___	___	c. Estimate
___	___	d. Summary of Quantities
___	___	e. Typical X-section.
___	___	f. General Guidelines for Retaining Walls
		(1) The ground water level should be observed at the water strike.
		(2) Soil core hole data shall be shown on boring logs & layouts as illustrated in the latest TxDOT Geotechnical Manual.
		2. Miscellaneous Items
___	___	a. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Laboratory on an as-needed basis)
		b. Foundation Analysis To be determined based on miscellaneous structure/item type and requirements.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 5 - BRIDGE DESIGN

(Function Code 170)

Services Provided By: L&G	HCDD#1	
___	___	1. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with TxDOT Geotechnical Manual (2012). Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.
___	___	2. Foundation Analysis Shall include analyses of bridge foundation options (drilled shafts, piling, etc.) and for water crossings shall include recommendations for scour predictions.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 6 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

Geotechnical Reports and Geotechnical documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the DRAINAGE DISTRICT.

If required, the LABORTORY shall provide to the DRAINAGE DISTRICT, an electronic medium (CD/DVD/USB) that contains Geotechnical Reports and Geotechnical 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
Geotechnical	Mercedes & 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 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 Geotechnical Services:

A. Preliminary Phase:

1) Attend preliminary conferences with the DRAINAGE DISTRICT and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide assistance to the DRAINAGE DISTRICT in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the DRAINAGE DISTRICT in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.

B. Design Phase:

1) Attend the DRAINAGE DISTRICT'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the DRAINAGE DISTRICT in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the DRAINAGE DISTRICT in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.
5) Furnish the DRAINAGE DISTRICT all necessary reports for preliminary design, design, and construction and maintenance projects.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 1 - PROJECT DESCRIPTION

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

COUNTY/CITY: HIDALGO COUNTY (HCDD #1)

PROJECT/DESCRIPTION: HCDD #1 "On-Call Professional Geotechnical Services"

ENGINEER shall mean L&G Consulting Engineers, Inc.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

DRAINAGE DISTRICT shall mean Hidalgo County Drainage District #1

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	HCDD#1	
		1. Soil Core Hole Drilling
___	___	a. Pavement (See Section 3, page 3-1 for requirements)
___	___	b. Miscellaneous (See Section 4, page 4-1 for requirements)
___	___	c. Bridges (See Section 5, page 5-1 for requirements)

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 3 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	HCDD#1	
		1. Pavement Design – Embankment and Subgrade Analysis
___	___	a. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined by Engineer during Preliminary Engineering)
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design (To be provided by others)
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to Client.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 4 - MISCELLANEOUS

(Function Code 163)

Services Provided By: ENGINEER	HCDD#1	
		1. Retaining Walls and Embankments
___	___	a. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet or more below the footing elevation.
		(2) The soil core holes shall be obtained at locations provided by the Engineer along the embankment locations.
___	___	b. Stability Analysis
___	___	c. Estimate
___	___	d. Summary of Quantities
___	___	e. Typical X-section.
___	___	f. General Guidelines for Retaining Walls
		(1) The ground water level should be observed at the water strike.
		(2) Soil core hole data shall be shown on boring logs & layouts as illustrated in the TxDOT Geotechnical Manual (2012).
		(3) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.
		2. Miscellaneous Items
___	___	a. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		b. Foundation Analysis To be determined based on miscellaneous structure type and requirements.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 5 - BRIDGE DESIGN

(Function Code 170)

Services Provided By: ENGINEER	HCDD#1	
___	___	1. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with TxDOT Geotechnical Manual (2012). Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.
___	___	2. Foundation Analysis Shall include analyses of bridge foundation options (drilled shafts, piling, etc.) and for water crossings shall include recommendations for scour predictions.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 6 – ADDITIONAL RESONSIBILITIES

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EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

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4) Provide assistance to the DRAINAGE DISTRICT in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.

B. Design Phase:

1) Attend the DRAINAGE DISTRICT'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the DRAINAGE DISTRICT in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the DRAINAGE DISTRICT in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.
5) Furnish the DRAINAGE DISTRICT all necessary reports for preliminary design, design, and construction and maintenance projects.

EXHIBIT C

-Laboratory’s Contract Rates

EXHIBIT C
Laboratory's Contract Rates

L&G Consulting Engineers, Inc.

Labor/Staff Classification	Hourly Base Rate	Audited Overhead Rate FY 2015 Contract Rate FY 17	Contract Rate *FY 18
Senior Project Manager	$ 70.00	$ 198.10	$ 204.04
Engineer - Senior Engineer	$ 58.00	$ 164.14	$ 169.06
Senior Environmental Scientist / Specialist	$ 56.00	$ 158.48	$ 163.23
Engineer - Project Engineer	$ 45.00	$ 127.35	$ 131.17
Right-of-Way Administrator	$ 44.00	$ 124.52	$ 128.26
Geotechnical Engineer	$ 60.00	$ 169.80	$ 174.89
Engineering Lab Manager	$ 37.00	$ 104.71	$ 107.85
Right-of-Way Negotiator	$ 35.00	$ 99.05	$ 102.02
Senior Engineer Tech	$ 32.00	$ 90.56	$ 93.28
Senior Project Inspector	$ 28.00	$ 79.24	$ 81.62
Record Keeper	$ 27.00	$ 76.41	$ 78.70
Environmental Planner/Specialist	$ 28.00	$ 79.24	$ 81.62
Project Inspector	$ 22.00	$ 62.26	$ 64.13
CADD Operator / GIS Analyst	$ 22.00	$ 62.26	$ 64.13
Admin/Clerical	$ 20.00	$ 56.60	$ 58.30
Soil & Aggregate Technician	$ 18.00	$ 50.94	$ 52.47
Concrete Technician	$ 18.00	$ 50.94	$ 52.47
Asphalt Technician	$ 18.00	$ 50.94	$ 52.47
Negotiated Overhead Rate: 153.12% Negotiated Profit Rate: 12.00% Multiplier: 2.83	Contract Rates include labor, overhead and profit. * Base Contract Rates FY 17 increase by 3% per FY (FY 18, etc.)		

Other Direct Expenses:	Cost:
Lodging	$85/night
Meals	$36/day
Mileage	$0.54/mile
Car Rental	$75.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

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L&G Consulting Engineers, Inc.

CONTRACT RATES
GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	2017	2018
Mobilization (Drill Rig and Crew)	$454.91/Day	$468.56/Day
Stand-By Time	$200.01/Hr	$206.01/Hr
Texas Cone Penetration Test (Tex-132)	$5.72/Ea.	$5.89/Ea.
Soil Boring / Solid Stem	$32.01/Lf	$32.97/Lf
Soil Boring / Hollow Stem	$32.01/Lf	$32.97/Lf
Soil Boring / Mud Rotary	$32.01/Lf	$32.97/Lf
Mileage (Logger-Soil Tech)	$0.54/Mi.	$0.56/Mi.
Support Truck	$1.70/Mi.	$1.75/Mi.
Piezometer / Monitoring Well	**By Quote**	**By Quote**

Soil Testing	2017	2018
Moisture Content Determination - ASTM D2216/Tex-103-E	$10.87/Ea.	$11.20/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$54.74/Ea.	$56.38/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$54.97/Ea.	$56.62/Ea.
Atterberg Limits of Soils - ASTM D 4318/Tex-106-E	$82.05/Ea.	$84.51/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$68.46/Ea.	$70.51/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$98.63/Ea.	$101.59/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$68.46/Ea.	$70.51/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$492.30/Ea.	$507.07/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$533.95/Ea.	$549.97/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$218.97/Ea.	$225.54/Ea.
Standard Proctor - ASTM D 698	$211.99/Ea.	$218.35/Ea.
Standard Proctor Soil-Cement - ASTM D 558	$250.00/Ea.	$257.50/Ea.
Modified Proctor - ASTM D 1557	$218.88/Ea.	$225.45/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$24.63/Ea.	$25.37/Ea.
Compressive Strength Soil-Cement Cyl. – ASTM D 1633 (Method A)	$85.00/Ea.	$87.55/Ea.
Determination of Soil pH - Tex-128-E	$88.99/Ea.	$91.66/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$164.22/Ea.	$169.15/Ea.
Resistivity of Soils - Tex-129-E	$99.55/Ea.	$102.54/Ea.
Sulfate Content of Soils - Tex-145-E	$88.99/Ea.	$91.66/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$239.53/Ea.	$246.72/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$360.50/Ea.	$371.32/Ea.
Unconfined Compression-Soil - ASTM D 2166	$51.45/Ea.	$52.99/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$54.87/Ea.	$56.52/Ea.
Consolidation Test - ASTM D 2435	$537.16/Ea.	$553.27/Ea.
Organic Content – ASTM D 2974 (Method C)	$85.00/Ea.	$87.55/Ea.
Dispersive Charateristics of Soil (Double Hydrometer) – ASTM D4221	$150.00/Ea.	$154.50/Ea.
Dispersive Charateristics of Soil (Crumb Test) – ASTM D6572	$55.00/Ea.	$56.55/Ea.
Classification Of Dispersive Clay (Pinhole Test) – ASTM D4647	$150.00/Ea.	$154.50/Ea.

Coarse & Fine Aggregate Quality Testing	2017	2018
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$61.52/Ea.	$63.37/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$74.44/Ea.	$76.67/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$87.55/Ea.	$90.18/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$13.71/Ea.	$14.12/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$47.90/Ea.	$49.34/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$47.90/Ea.	$49.34/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$47.90/Ea.	$49.34/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$47.90/Ea.	$49.34/Ea.

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CONTRACT RATES

Coarse & Fine Aggregate Quality Testing (cont.)	2017	2018
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$75.18/Ea.	$77.44/Ea.
L.A. Abrasion - ASTM C131/ Tex-410-A	$581.49/Ea.	$598.93/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$581.49/Ea.	$598.93/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$68.46/Ea.	$70.51/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A *(In Conjunction w/ SSD Unit Wt of Aggregates)	$13.65/Ea.	$14.06/Ea.
Sand Equivalent - ASTM D 2419/Tex-203-F	$75.18/Ea.	$77.44/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$82.06/Ea.	$84.52/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$47.90/Ea.	$49.34/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$16.43/Ea.	$16.92/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$61.80/Ea.	$63.65/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$82.40/Ea.	$84.87/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$88.99/Ea.	$91.66/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality	2017	2018
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$92.70/Ea.	$95.48/Ea.
Asphalt Content - Tex-236-F	$92.70/Ea.	$95.48/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$113.30/Ea.	$116.70/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$88.99/Ea.	$91.66/Ea.
Indirect Tensile Strength Test - Tex-226-F	$618.00/Ea.	$636.54/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$15.45/Ea.	$15.91/Ea.
Lab Molded Density - Tex-207-F	$82.40/Ea.	$84.87/Ea.
Hamburg Wheel Tracker - Tex-242-F	$927.00/Ea.	$954.81/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$68.46/Ea.	$70.51/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$91.10/Ea.	$93.83/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$75.23/Ea.	$77.49/Ea.
In-Place Air Voids - Tex-207-F	$25.75/Ea.	$26.52/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$92.70/Ea.	$95.48/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$239.45/Ea.	$246.63/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$41.06/Ea.	$42.29/Ea.
Segregation Profile - Tex-207-F (Part V)	$309.00/Ea.	$318.27/Ea.
Joint Density - Tex-207-F (Part VII)	$309.00/Ea.	$318.27/Ea.
Tack Coat Adhesion - Tex-243-F	$103.00/Ea.	$106.09/Ea.
Thermal Profile - Tex-244-F	$180.25/Ea.	$185.66/Ea.
Ride Quality - Tex-1001-S	**By Quote**	**By Quote**
Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	$513.02/Ea.	$528.41/Ea.

Concrete/Masonry Field & Laboratory Testing	2017	2018
Temperature Test (Fresh Mix Conc.) – ASTM C 1064/Tex-422-A	No Charge	No Charge
Slump Test - ASTM C 143/Tex-415-A	No Charge	No Charge
Air Content (Pressure Method) - ASTM C 231/Tex-416-A	$24.58/Ea.	$25.32/Ea.
Air Content (Volumetric) - ASTM C 173	$27.36/Ea.	$28.18/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	No Charge	No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	$12.36/Ea.	$12.73/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$16.40/Ea.	$16.89/Ea.
Casting of Grout Prisms - ASTM C 1019	No Charge	No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$34.23/Ea.	$35.26/Ea.
Casting of Mortar Cubes - ASTM C 780	No Charge	No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$33.45/Ea.	$34.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$239.38/Ea.	$246.56/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$239.38/Ea.	$246.56/Ea.

***(In Conjunction w/ Field Inspection)**

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CONTRACT RATES

Miscellaneous Testing		
Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.75/Ea.	$26.52/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$20.60/Ea.	$21.22/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.76/Ea.	$26.53/Ea.

Engineering Review, Evaluation, Management & Administration	**2017**	**2018**
Test Report	$24.30/Ea.	$25.03/Ea.

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

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

Expenses	**2017**	**2018**
Mileage.....	0.54/Mi.	0.56/Mi.

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

JG Approved 03/17/2017

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
On-Call Professional Geotechnical Services
Agreement # C-HCDD1-17-034-06-27

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1**, action herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**," and, _____ 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_____.

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 _____.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 _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ 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, as to content and detail of this Work Authorization No. ___.

Hidalgo County Drainage District No. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(approval date)___ as indicated below and effective as of _____ day of _____, 20__.

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

_____
By: Ramon Garcia, Chairman of the Board

THE LABORATORY:

_____

_____

By:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain, Attorney

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR ON CALL GEOTECHNICAL SERVICES C-HCDD1-17-034-06-27

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**", and _____**,** Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ___ ____ day of _____ **20**___ concerning Laboratory Services for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

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

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.
IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____
Ramon Garcia, Chairman of the Board

LIST OF ATTACHMENTS

(as required)

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

*By:*_____
Stephen L. Crain, Attorney

EXHIBIT F

-Certificates of Insurance

L&GCO-1 OP ID: KL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2016

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Timothy Cabaza	CONTACT NAME: Jannet Castaneda PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: jcastaneda@swkins.com
INSURED L&G Consulting Engineers, Inc dba L&G Engineering 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : United Fire Lloyds 43559 INSURER B : Texas Mutual Insurance Co. 22945 INSURER C : Certain Undw. at Lloyds INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			85321487	07/19/2016	07/19/2017	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
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			85321487	07/19/2016	07/19/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			85321487	07/19/2016	07/19/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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		0001390560	07/19/2016	07/19/2017	X PER STATUTE 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 Liab			BIND64440113	07/19/2016	07/19/2017	Limit	2,000,000

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

Additional Insured per written contract per form #CG70870215 Primary & Non Contributory per form CG20010413 & IL71051014; Waiver of Transfer Rights per form CG24040509; Auto: Additional Insured & Waiver of Subrogation per form CA71090105; Primary & Non Contributory per form CA73340915; Worker Comp: Waiver of Subrogation Form WC420304B

CERTIFICATE HOLDER

HIDALDR

Hidalgo County Drainage
District No. 1
902 N. Doolittle
Edinburg, TX 78541

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

Cynthia Cabaza

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AI -60271 **16.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of final negotiated Professional Services Agreement with Millennium Engineers Group, Inc., as it relates to On-Call Professional Geotechnical Services (Contract # C-HCDD1-17-033-06-27) for Hidalgo County Drainage District No.1. Approved for negotiations by HCDD1 Board of Directors on May 30, 2017. (Subject to Legal Review and compliance to Form HB1295)

BACKGROUND

Contract Term is for 2 years.

Fiscal Impact

Attachments

AGENDA Selection of MEG

Agreement On Call Geotech Svcs -MEG

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Moises Salazar Started On: 06/09/2017 02:14 PM

Final Approval Date: 06/23/2017

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm of **L&G Consulting Engineers, Inc.dba L&G Engineering,** for the provision of "On-Call Professional Geotechnical Services".

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 2, EDUARDO “EDDIE” CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

7. **AI -59984** A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services.

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 2, EDUARDO “EDDIE” CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with "On-Call Professional Geotechnical Services".

FIRM NAME:	SCORE:	RANK:
Millennium Engineers Group, Inc.	99	1
Terracon Consultants, Inc.	98	2
Professional Service Industries, Inc. (PSI)	97	3

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate a Professional Engineering Services Agreement with the number one ranked firm, **Millennium Engineers Group, Inc.,** for the provision of "On-Call Professional Geotechnical Services".

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

8. **AI -59991** Requesting approval of final negotiated Services Agreement with Valley Land Title, Co., as it relates to Title Company Services - On Call (on as needed basis). Approved for negotiations by HCDD1 Board of Directors on May 16, 2017 (AI# 59845).

On motion by BOARD MEMBER PCT. 1, DAVID FUENTES, seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

9. **AI -60012** A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Venser Contractors, LLC for RFB No. HCDD1-17-023-05-10 "Street and Drainage Improvements for Plena Vista Subdivision, Unit 2", in the total bid amount of $450,960.30 as recommended by project engineer , Cruz-Hogan Consultants, Inc.

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 2, EDUARDO “EDDIE” CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District General Manager, Raul E. Sesin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 2, EDUARDO “EDDIE” CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

10. **AI -60037** **2013 Bonds**
Budget 300-J-09 Project Pct.4
Approval to issue payment on the following item: Invoice No. PP1-5 2017 in the amount of $178,354.10 from Hidalgo County Precinct No. 4 for reimbursement of labor, machine hours and fuel related to the construction of the J-09 Project (Pay Periods 1 through 5 of 2017).
Project Engineer: Tedsi Infrastructure Group

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-HCDD1-17-033-06-27

THIS AGREEMENT is made effective the **27th** day of **June, 2017** by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1, TEXAS,** ("District") and **Millennium Engineers Group** of **Pharr**, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the District is vested with the responsibility of providing "**ON-CALL PROFESSIONAL GEOTECHNICAL SERVICES"** for the **Hidalgo County Drainage District No. 1 Project's** (the "Services");

WHEREAS, the District has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the District requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the District by providing the Services;

WHEREAS, District has selected the Laboratory to provide the Services within **Hidalgo County**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, District and Laboratory do mutually agree as follows:

1. Scope of Services. The District will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by District." Laboratory agrees to provide to District with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of **two (2) years**, effective **June 27, 2017** and will expire **June 26, 2019** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the District with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the District and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, District shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The District has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The District

retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the District finds it necessary to require changes in completed work because of errors made by the Laboratory, the District shall require the Laboratory to correct the work at no cost to the District and without amendment to the Agreement. If the changes are made at the request of the District and are not due to errors of the Laboratory, the District will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit “C,” "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the District in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any District or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the District shall be delivered to and become the property of the District. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the District without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the District under this Agreement.

8. Suspension of Work. Should District desire to suspend the work under this Agreement, but not terminate this Agreement, the District shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the District to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the District and Laboratory to that effect. 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 District to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the District and Laboratory. If the District suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

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

All applicable study reports shall be submitted in preliminary form for approval by the District before the final report is issued. The District's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by

Exhibit “D”, attached hereto, the District shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the District or the Laboratory.

The Laboratory shall promptly advise the District in writing of events which have a significant impact upon the progress of the Laboratory’s Services and work and the approved Work Schedule, including:

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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County Drainage District No 1 policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County Drainage District No 1, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County Drainage District No 1, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County’s Drainage District No 1 civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the District. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. District may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for District in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish District a certificate issued by the insurer that such insurance is in full force and effect.

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

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of District.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by District. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by District, or if Laboratory fails to comply with any conditions in this Agreement, then District shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by District of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and Laboratory, and not otherwise.

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify District from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred

by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Hidalgo County Drainage District No. 1 Attention: Raul E. Sesin, P.E., CFM General Manager 902 North Doolittle Road Edinburg, Texas 78542
If to Laboratory:	Millennium Engineers Group, Inc. Attention: Raul Palma, P.E. 5804 N. Gumwood Ave. Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by District and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the District shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

30. Immunities. Nothing in this Agreement is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1, TEXAS

By: _____
Ramon Garcia
CHAIRMAN OF THE BOARD

LABORATORY:

By: _____

Printed Name Raul Palma, P.E.

Title: President

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

By:_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

Approved by Board of Directors on: _____, 2017

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

EXHIBIT A
-Scope of Services to be provided by the District

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

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, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
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

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing On-Call Geotechnical Services for Hidalgo County Drainage District No.1 Projects, **"ON A AS NEEDED BASIS"** and the services are as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation 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 projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) 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 the tests were made.
(5) The plans and specifications 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.
(6) 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.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

-Laboratory's Contract Rates

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

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

SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot).....	$29.00
In Soil, 50 – 100 feet (per foot).....	32.50
In Rock	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (each test).....	12.00
Texas Cone Penetration Test (each test).....	20.00
Shelby Tube Sampling (each test).....	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)...	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile).....	0.80
Standby Time, Rig plus 2 man crew (per hour).....	200.00
Well Installation.....	By Quote
Technician To Log Soil Test Boring (per hour).....	59.00
Field Coordination	
Field Engineer (per hour).....	115.00
Utility Clearance (per hour).....	70.00
Flagman (per hour).....	59.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test).....	45.00
Moisture Content (each test).....	13.00
Grout Backfill (per foot).....	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core).....	100.00
Concrete/Asphalt Patch (per location).....	75.00

SOILS AND AGGREGATE SECTION

Material Preparation Time (per hour).....	$52.00
Atterberg Limits (each test).....	80.00
Sieve Analysis	
Dry through No. 40 (each test).....	65.00
Additional Sieves (each sieve).....	12.00
Percent Passing No. 200 Sieve (each test).....	55.00

Moisture Density Relationship	
Standard Proctor (each test).....	200.00
Modified Proctor (each test).....	215.00
TxDOT Proctor (each test).....	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test).....	28.00
Depth Test (each test).....	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	375.00
Tex 121-E - (each test)	375.00
PH Method - (each test)	375.00
Additional Points (each point).....	75.00
California Bearing Ratio (each test).....	750.00
Additional Specimens (each specimen).....	175.00
Small Moisture Content of Aggregates and Base (each test).....	13.00
Large Moisture Content of Aggregates and Base (each test).....	35.00
Linear Shrinkage (each test)	85.00
pH (each test).....	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test).....	75.00
Unit Weight (each test).....	45.00
Soundness (each test)	500.00
Sulfate Content (each test).....	80.00
Hydrometer (each test).....	275.00

BITUMINOUS SECTION

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

CONCRETE SECTION	
Material Preparation Time (per hour)…….…….…….	$55.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)…..…….	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)..……	25.00
Volumetric (each test) ……..	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)……	16.00
Strip & Hold Cylinder (each cylinder)……	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)…….	40.00
Strip & Hold Beam (each beam)……	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)……..	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)……	25.00
Thickness of Cores (each core)…….	15.00
Coring Rig (per day)…..……...	95.00
Portland Cement Concrete Design or other services ……..……	By Quote
MASONRY SECTION	
Material Preparation Time (per hour)……	$59.00
Grout Prism (each prism)……	28.00
Mortar Prism (each prism)……..	28.00
TECHNICIAN SERVICES	
Soil Engineering Technician (per hour) (Min. 3 Hrs)..……..……..	$52.00
Concrete Engineering Technician (per hour) (Min. 3 Hrs)……..	55.00
Asphalt Engineering Technician (per hour) (Min. 3 Hrs).....……..	55.00
Masonry Engineering Technician (per hour) (Min. 3 Hrs).....……..	59.00
Senior Engineering Technician (per hour)…….……	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Construction Inspection Engineering Technician Time (per hour)…...	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Engineering Specialist (per hour)…….	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 3 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)…..……	90.00
OTHER SERVICES	
Vehicle Trip Charge (per trip) (within 25 miles of office)……..……	$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office)…..…….	0.80
Other Testing Not Specified (Option 1) ……..…….	Cost + 15%
Other Testing Not Specified (Option 2) (per hour)..……..……	56.00
Other Services, Outside Services or Supplies…….	Cost + 15%

Test Reports (each report)……..	30.00
Clerical/Administrative (per hour)……..	50.00
Fax (per page)……..	1.00
Photocopies	
8 ½" x 11" (per page)……..	0.12
8 ½" x 14" (per page)……..	0.15
11" x 17" (per page)……..	0.20
Additional Insured (per request)……..	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour)……	$165.00
Project Engineer (per hour)……...	125.00
Staff Engineer (per hour)……...	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided

Project Management (per hour)……	$75.00

BASIC SERVICES AGREEMENT

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

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 3 hours.

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

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

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
On- Call Professional Geotechnical Services
Agreement #C-HCDD1-17-033-06-27

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, action herein by and through the **Board of Director's**, hereinafter called the "**Owner**," and, _____ 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_____.

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 _____.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 _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ 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. ___.

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 ____(approval date)___ as indicated below and effective as of _____ day of _____, 2017.

THE LABORATORY:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

_____ _____

By: Ramon Garcia
CHAIRMAN OF THE BOARD

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

By:_____

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR ON-CALL PROFESSIONAL GEOTECHNICAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, acting herein by and through the **Board of Director's**, hereinafter called the "**Owner**", and **_____,** Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ___ ____ day of _____ **20**___ concerning Laboratorying for _____ ____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

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

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

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

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

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO 1

BY:_____
Ramon Garcia
CHAIRMAN OF THE BOARD

LIST OF ATTACHMENTS

(as required)

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

*By:*_____

EXHIBIT F

-Certificates of Insurance

AI -60425 **17.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of (1) one year extension for Interlocal Cooperation Agreement with Hidalgo County Regional Mobility Authority with the same terms and conditions.

BACKGROUND

Fiscal Impact

Attachments

Extension

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Jaime Salazar Started On: 06/23/2017 09:01 AM

Final Approval Date: 06/23/2017

ONE YEAR EXTENSTION TO THE INTERLOCAL COOPERATION AGREEMENT

BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED DECEMBER 13, 2013

INITIAL AGREEMENT PERIOD OF TWO YEARS

ONE YEAR EXTENTION EFFECTIVE JUNE 28, 2017

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____
Ramon Garcia, Chair of Board of Directors

DATE:_____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BY:_____
S. David Deanda, Jr., Chairman of Board of Directors

DATE:_____

EXHIBIT A

ONE (1) YEAR EXTENTION TO THE INTERLOCAL COOPERATION AGREEMENT

WITH

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED

JUNE 28, 2017

EXHIBIT B

INTERLOCAL COOPERATION AGREEMENT WITH
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED

DECEMBER 13, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS AGREEMENT is made effective as of the 13th day of December, 2013 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, hereinafter referred to as the "Drainage District", and **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, hereinafter referred to as the "RMA", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Drainage District is a political subdivision initially created under the provisions of Article III, Section 52, of the Texas Constitution, pursuant to an election held within the territory affected, on April 9, 1908, and subsequently converted to be operated under the provisions of Article XVI, Section 59 thereof, to address drainage and flooding planning and construction in Hidalgo County (the "County");

WHEREAS, the RMA is a regional mobility authority created and operating under Chapter 370, Texas Transportation Code to address mobility needs in the County;

WHEREAS, the RMA is in need of certain engineering and pre-construction services including but not limited to engineering, scouring, construction management and inspection, and right-of-way acquisition required for the design for drainage outfall(s) for a proposed roadway (collectively, the "Engineering Services"), as further described in Exhibit B attached hereto;

WHEREAS, the RMA is in need of certain construction services required for drainage outfall(s) and any and all other services required for drainage outfall(s) for the proposed roadway (the "Construction Services"), as further described in Exhibit C attached hereto;

WHEREAS, a portion of the proposed roadway for which the Engineering Services and the Construction Services are proposed is located within the Drainage District and corresponds with an existing Drainage District project; by partnering through this Agreement, the parties will be able to share, on a pro rata basis, expenses and economics in delivering the proposed services;

WHEREAS, the Drainage District, through its own forces or third party contractors is available and willing to assist the RMA by providing such Engineering Services and Construction Services to the RMA;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, the Drainage District and the RMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act"), which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the RMA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **RMA Responsibilities.**

   A. The RMA will provide to the Drainage District a drainage report for the proposed roadway stating and describing where outfalls are required. The drainage report for said roadway will be provided in a timely manner as to allow the Drainage District sufficient time to complete outfall(s) as required by the RMA so as not to delay the development schedule of the RMA. Projected schedule for development of RMA projects shall be provided by the RMA to the Drainage District within ten (10) days of execution of this Agreement.

   B. The RMA will provide to the Drainage District any and all schedules and technical information for the drainage outfall(s) required by the RMA for RMA's proposed roadway relating to volume and flow to the proposed outfall as specified above.

   C. Within ten (10) days of the execution of this Agreement, the RMA will provide to the Drainage District, in writing, the dates the various outfall construction facilities must be completed and such dates shall be attached as Exhibit A to this Agreement.

   D. The RMA, after receiving notice from the Drainage District of the approval of the RMA's drainage report and upon accepting Drainage District's budget for the proposed Engineering Services or Construction Services, may issue a notice to proceed to the Drainage District.

   E. The RMA shall designate the RMA's representative (the "Representative") in writing within ten (10) days of execution of this Agreement and attach Exhibit D with the name of the representative. The Representative shall have the full authority to bind the RMA in executing written authorization or consent to the Drainage District to issue a notice to proceed to its third party engineer. The Representative shall have the full authority to bind the RMA in the approval of bid specifications and the issuance of notice to proceed to the contractors for construction of the drainage outfall(s).

F. The RMA shall not use any federal funds for the projects and services described herein.

2. **Drainage District Responsibilities.**

A. Drainage District, within seven (7) days after review of information and documentation from the RMA, may request clarification and/or additional information and documents from the RMA prior to approving the RMA's drainage report for the proposed roadway.

B. Within a reasonable time after approving the RMA's drainage report, the Drainage District shall develop and present to the RMA a budget for Engineering Services, right-of-way acquisition and/or Construction Services.

C. Upon receipt of a written notice to proceed by the RMA, the Drainage District shall begin performing the Engineering Services and the Construction Services for the RMA, by procuring any necessary services, in compliance with state and federal procurement laws.

D. Drainage District following completion of any bid specification for any outfall construction facility(ies) and prior to releasing such bid specifications to bidder(s) shall provide a copy of such bid specifications to RMA for RMA's approval.

E. Drainage District shall provide the RMA with any and all engineering reports relating to such drainage outfall facilities within five (5) days of receipt of such reports by Drainage District.

F. Drainage District on behalf of and in coordination with the RMA will coordinate with the International Boundary and Water Commission ("IBWC") with respect to any issues regarding acquisition or construction of such drainage outfall facilities which impact or may impact IBWC facilities.

G. On or before the 15th day of each month, Drainage District shall provide the RMA with a monthly progress report of the preceding month, including all expenditures and activities carried out in pursuit of this Agreement.

3. **Payment for Services.**

A. The Drainage District shall present an estimate of the Engineering Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated amount of

Engineering Services cost of drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed with any Engineering Services to Drainage District's third party or in-house engineer. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.

B. After the Engineering Services are completed, the Drainage District shall present an estimate of the Construction Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated Construction Services amount and associated fees of any drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed for construction to any awarded contractor. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.

C. Right of Way Acquisition shall be undertaken outside of the Engineering Budget. The Drainage District shall present an estimate of the right-of-way acquisition budget to the RMA. Upon approval of the estimated right-of-way budget, the RMA will be authorized to reimburse the Drainage District for right-of-way acquisition costs up to the approved budget amount. Drainage District, in acquiring right of way for any such drainage outfall facilities on behalf of the RMA, may offer a negotiated amount in excess of appraised value as is customary for the Board of Directors of Drainage District in acquiring right of way for use by the Drainage District. RMA shall pay Drainage District for any and all services of Drainage District, whether performed by Drainage District or third party contractors (e.g. surveys, appraisals, legal fees acquisition) including but not limited to acquisition price of any right of way parcel(s) and any and all other costs relating to right-of-way acquisition within thirty (30) days of the RMA's receipt of notice of the closing of each right-of-way parcel so acquired by Drainage District.

D. A fiscal reconciliation of all costs and expenses of Engineering Services and Construction Services provided by the Drainage District or Drainage District's third party contractor(s) and engineers for each drainage outfall facility shall be performed by RMA and Drainage District within thirty (30) days following final completion of all such drainage outfall(s). If such final reconciliation shows costs of the Drainage District in excess of such RMA's deposit with respect to such outfall(s) RMA shall pay Drainage District such excess costs within thirty (30) days of the date the RMA receives the final reconciliation of such drainage facility outfall(s). If the deposit is less than the amount shown on the final reconciliation Drainage District shall refund the difference to the RMA in such deposit and the

amount shown by the final reconciliation within thirty (30) days of the final reconciliation.

4. **Term and Termination.**

A. This Agreement shall be for a period of two (2) years after the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.

B. Should either party elect to terminate this Agreement prior to the end of the term and before the Engineering Services and Construction Services are complete, the Drainage District shall perform a final reconciliation upon notice of termination based on work completed through the date of such notice of termination.

5. **Miscellaneous.**

A. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

C. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and the RMA, and not otherwise.

D. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

E. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Drainage District: Drainage District No. 1
Attention: Ramon Garcia, Chairman
902 N. Doolittle Road
Edinburg, Texas 78539

If to RMA: Hidalgo County Regional Mobility Authority
Attention: Pilar Rodriguez, P.E.,
Executive Director
118 S. Cage Blvd. 4th Floor
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

F. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement..

G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors, and assigns where permitted by this Agreement.

H. **Assignment.** This Agreement shall not be assignable.

I. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

J. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter

gender, and singular shall include the plural whenever and so often as may be appropriate.

K. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and the RMA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and the RMA in accordance with its terms.

L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

M. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

N. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation. If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.

O. **Indemnification.** To the extent permitted by law, the Drainage District shall save and hold harmless the RMA and its officers and employees from all claims, liability, loss (including property damage or personal injury) and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act, including any violation of any statute, ordinance or regulation by the Drainage District or any person employed or engaged by the Drainage District, and the defense of any such claims, liability, action or loss. To the extent permitted by law, the RMA shall save and hold harmless the Drainage District and its officers and employees from all claims, liability, loss (including property damage or personal injury), and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act, including any violation of any statute,

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chair of
Board of Directors

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson, Chair of
Board of Directors

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 12/20/13

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

#4418162.1

ordinance or regulation by the RMA or any person employed or engaged by the RMA, and the defense of any such claims, liability, action or loss.

[signatures to follow]

EXHIBIT A

Dates of Completion of Drainage Outfall Facilities

Drainage Outfall Description	Date of Completion of Construction

EXHIBIT A-1

SH 365 Outfall Location Map

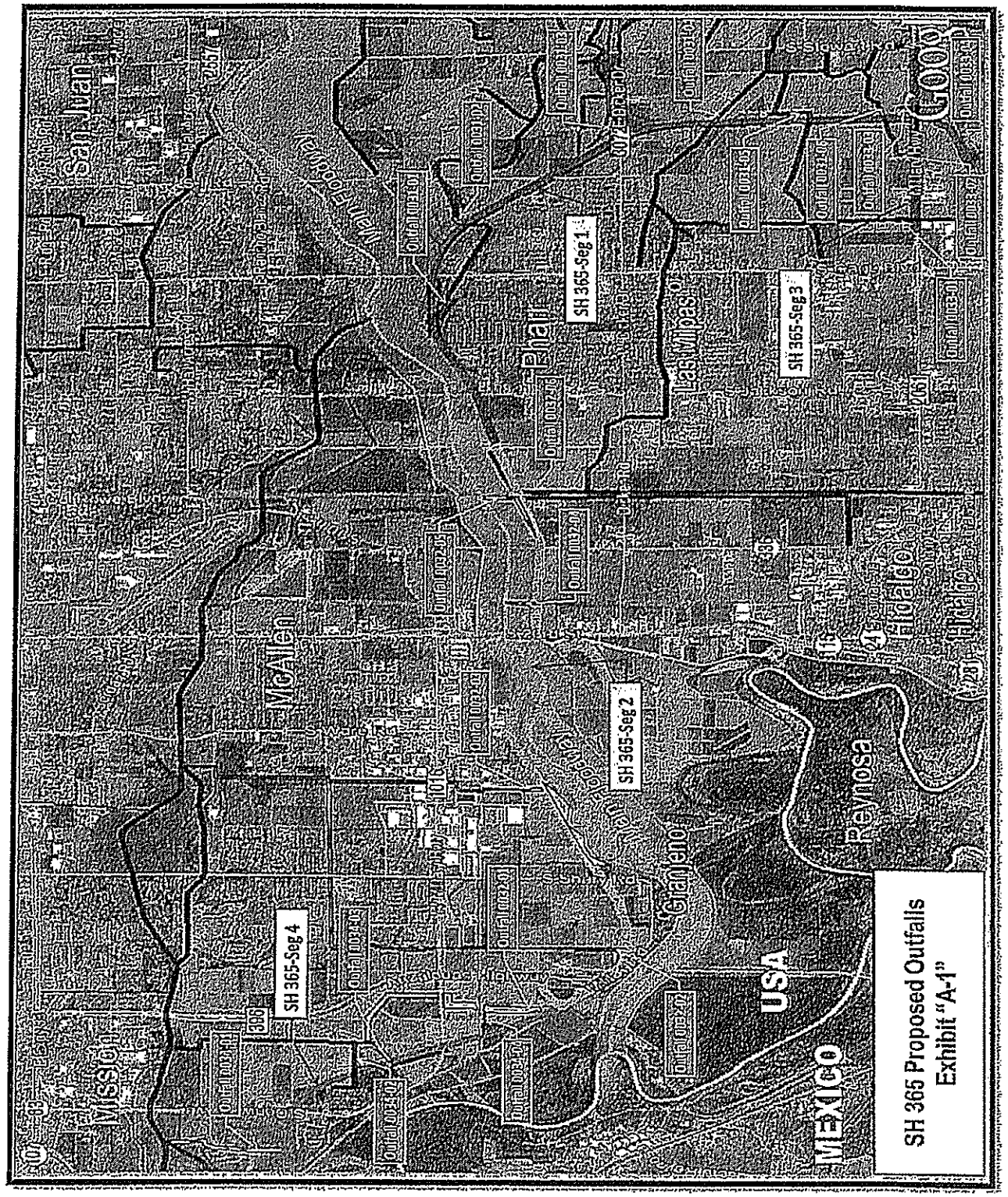


EXHIBIT A-2

Dates of Completion of Drainage Outfall Facilities

Drainage Outfall Description	Date of Completion of Construction
SH 365 SEGMENT 1 (From McColl to US 281):	
Outfall 0031-01	September 30, 2015
Outfall 0031-02	September 30, 2015
Outfall 0031-03	September 30, 2015
Outfall 0031-04	September 30, 2015
Outfall 0031-05	September 30, 2015
Outfall 0031-06	September 30, 2015
SH 365 SEGMENT 2 (From Anzalduas Connector to Mc Coll):	
Outfall 0032-01	September 30, 2015
Outfall 0032-02	September 30, 2015
Outfall 0032-03	September 30, 2015
Outfall 0032-04	September 30, 2015
Outfall 0032-05	September 30, 2015
Outfall 0032-06	September 30, 2015
SH 365 SEGMENT 3 (On US 281 from SP 600 to Stewart Rd):	
Outfall 0033-01	August 31, 2014
Outfall 0033-02	August 31, 2014
Outfall 0033-03	August 31, 2014
Outfall 0033-04	August 31, 2014
SH 365 SEGMENT 4 (From Conway to Anzalduas Connector):	
Outfall 0034-01	TBD (Supplemental WA)
Outfall 0034-02	TBD (Supplemental WA)
Outfall 0034-03	TBD (Supplemental WA)
Outfall 0034-04	TBD (Supplemental WA)
IBTC (From Dicker Rd. Interchange to I-2 and FM 493):	
Outfall Channels	TBD (Supplemental WA)

EXHIBIT B

ENGINEERING SERVICES

The engineering and design of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of The Drainage District. The Drainage District shall contract for and provide engineering and design services for construction of each outfall channel authorized by and servicing the RMA project(s).

The Drainage District shall manage the Project Team, consisting of various sub-providers, in the development of the various Project phases. The Drainage District will utilize existing standard engineering contracts approved by the Drainage District #1 Board for the proposed engineering services to be provided.

After the RMA has approved the Drainage District's final recommendations as shown in a "Preliminary Engineering Report" and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the Drainage District will perform all required engineering activities and provide the RMA with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the Project for the RMA's review and approval.

EXHIBIT C
CONSTRUCTION SERVICES

The construction of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of The Drainage District. The Drainage District shall contract for and provide construction management and inspection services for construction of each outfall channel authorized by and servicing the RMA project(s). The Drainage District shall also be in charge of the advertisement for construction bids, the opening and tabulation of the bids, and award of contracts.

The Drainage District shall provide the RMA with a copy of the final as-built drawings to show the work as actually constructed. The Drainage District will provide the final acceptance of the construction job in agreement with the RMA representative.

EXHIBIT D
RMA REPRESENTATIVE

Pilar Rodriguez
Executive Director
118 S. Cage Boulevard
Pharr, Texas 78577
prodriguez@hcrma.net
956-402-4762

Or

Louis Jones
Program Manager
Dannenbaum Engineering
1109 W. Nolana Avenue, Suite 208
McAllen, Texas 78504
Louis.jones@dannenbaum.com
956-682-3677

Prepared By: AC
Approved By: LB

Session: AJE 1501

Description	Account Number	DR	CR
Cash in Bank - Payroll Fund	16-340-000-000-10150-000-000	$ 78,304.00	
Hidalgo County DD#1-Self Insurance	16-340-000-000-20245-000-000		$ 78,304.00
Hidalog County DD#1-Self Insurance	16-340-000-000-20245-000-000	$ 78,304.00	
Cash in Bank - Payroll Fund	16-340-000-000-10150-000-000		$ 78,304.00
To properly record Check 10333 in Year 16 that was paid out of 15			
		$156,608.00	$ 156,608.00

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors
S. David Deanda, Chairman
Forrest Runnels, Vice Chairman
Ricardo Perez, Secretary/Treasurer
Alonzo Cantu, Director
Aquiles J. Garza, Jr., Director
R. David Guerra, Director
Josue Reyes, Director

June 28, 2017

Ramon Garcia, Chairman
Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, TX 78539

RE: ONE (1) YEAR EXTENSION TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

Dear Mr. Garcia:

On December 13, 2013, the HCRMA entered into an Interlocal Cooperative Agreement with Hidalgo County Drainage District No. 1 for the purpose of sharing, on a pro rata basis, expenses and economics in proposed services defined in the Agreement.

In accordance with *Section 4 - Term and Termination* of the Agreement, the Agreement was for a period of two (2) years and may be renew for three (3) additional one (1) year terms upon written agreement between the parties.

Therefore, the HCRMA requests a one year extension to the Interlocal Cooperation Agreement between the HCRMA and the Hidalgo County Drainage District No. 1. Enclosed for your signature is the one year extension to the Agreement.

Please sign and return to our office. If you have any questions, please feel free to contact me at (956) 402-4762.

Sincerely,
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Pilar Rodriguez, P.E.
Executive Director

Enclosures: One Year Extension to the Interlocal Cooperation Agreement

AI -60413 **18.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of final negotiated Agreement for Professional Services with L&G Engineering, as it relates to Pct. 2 & Pct. 3 - Roadway System off site Drainage Improvements (Agreement No. C-HCDD1-17-040-06-27). Approved for negotiations by HCDD1 Board of Directors on May 10, 2016. (Subject to Legal Review and compliance to Form HB1295).

B) Pursuant to the Boards approval of Agreement for Professional Services with L&G Engineering requesting approval of Work Authorization No. 1 to Agreement No. C-HCDD1-17-040-06-27 in the amount of $635,679.91 as it relates to Professional Engineering Services for Pct. 2 & Pct. 3 - Roadway System off site Drainage Improvements.(Subject to Legal Review and compliance to Form HB1295).

BACKGROUND

Fiscal Impact

Attachments

Professional Agreement
WA No.1

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Jaime Salazar Started On: 06/22/2017 02:23 PM

Final Approval Date: 06/23/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-HCDD1-17-0xx-06-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1**, acting herein by and through the BOARD OF DIRECTORS, hereinafter called the **"Owner"**, and ___**L&G Consulting Engineers, Inc.**____**,** Professional Engineers, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the projects specific of the **"_Pct. 2 & 3 Roadway System Off-Site Drainage Improvements_"**, hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ), and

WHEREAS, **Owner** has selected the **Engineer** to provide Management and Professional Engineering Services within Hidalgo County Drainage District No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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 professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

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

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be provided by the Owner***, attached hereto and made a part of this Agreement.

2.2 Engineer's Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto and made part 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 is for a period of **18 Months**, commencing, **July 1, 2017**, expiring, **January 1, 2019** or (*upon completion of the scope of the work/project)* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that

effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

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

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

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

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything

herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) 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 ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1**"-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provide 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.

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

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

ARTICLE 6. Method of Payment.

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

percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

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

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

(1) 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.

(2) 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;**

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

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

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

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

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

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

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

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

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the

Engineer, as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

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

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

ARTICLE 14. Subcontracting and Assignment.

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written

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

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully

be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

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

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

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

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

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

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

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement 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 engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

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

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

be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Enginee**r 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 **Enginee**r, 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 **(*Hidalgo County* 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 completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County 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	**L&G Consulting Engineers, Inc.**
Attn: District Manager	**Attn: Jacinto Garza, P.E. – President**
902 N. Doolittle Rd.	**2100 W. Expressway 83**
Edinburg, TX 78542	**Mercedes, TX 78570**

The Address may be changed by either party by written notice and notice 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.

ARTICLE 31. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

ARTICLE 32. Immunities. Nothing in this agreement is intended to and Owner does not hereby waive, release or relinquish any right to assert any of the defenses Owner enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Owner as to any claim or action of any person, entity, or individual against Owner.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2017.**

ENGINEER:

By:_____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

Approved by the Board of Directors on: _____, 2017.

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

By:_____
Stephen L. Crain

ATTACHMENTS:

LOCATION MAP
EXHIBIT A-1 -RFQ Procurement Packet
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D-1 -Estimated Project Fee Schedule
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

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 (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Articles 5-9 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies.
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 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 Article 3 of this Agreement and/or illustrated in Exhibit C attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Exhibit "B"

Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* 2 - 3
EXPANDED DESCRIPTION OF SERVICES: 3 -19

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning & Development 4
(1) Project Development Schedule 4
(2) Construction Estimate 4
(3) Quality Control/Quality Assurance Program 4
(4) Subcontract Administration 4
(5) Funding Sources 4
(6) Capital Improvement Program 5
(7) Management/Coordination of Engr. Activities 5
(8) Implementation of QC/QA Program 5

(B) Preliminary Engineering 5
(1) Preliminary Concept Conference 5
(2) Managerrient/CoordinationotEugr. Activities 5
(3) Implementation of QC/QA Program 6
(4) Preparation of *"Preliminary Engineering Report"* 6
(5) Coordination with all Reviewing Agencies 6

(C) Final Design **6**
(1)"Design Policy & Procedures Manual" 6
(2) Design Concept Conference 7
(3) Management/Coordination of Engr. Activities 7
(4) Implementation of QC/QA Program 7

(D) Construction Mgt. 7
(1) ***"Construction Management Policy &Procedures Manual"*** 7
(2) Construction Bidding 7
(3) Owner's Representative 8
(4) Defects and Deficiencies 8
(5) Progress Reports 8
(6) Contractor Payment 8
(7) Project Site Management 8
(8) Implementation of QC/QA Program 9
(9) Change Orders 9
(10) Final Acceptance 9

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

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

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering 12
(1) Preliminary Field Surveying 12
(2) Data Collection 12
(3) Geographical Information System 13
(4) Hydrologic Analysis 13
(5) Hydraulic Analysis 14
(6) Flood Plain Mapping 14
(7) Alternate Solutions & Recommendations 14
(8) Final Report – **"Preliminary Engineering Report"** 15

(B) Final Design 15
(1) Right-of-Way Data 15
(2) Design Field Surveying 16
(3) Geotechnical Investigations 16
(4) Permitting 16
(5) Channel / Drainage Design 16
(6) Roadway Design 16
(7) Bridge Design 16
(8) Plans, Specifications, and Estimates (PS&E) 17

(C) Construction 17
(1) Construction Bidding Documents 17
(2) Project Site Representation 18
(3) Miscellaneous Technical Activities 18
(4) Final Acceptance 19

EXHIBIT "B"

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

Management:

I. ENGINEERING MANAGEMENT *(EM)*

(A) Preliminary Project Planning and Development

(1)	Project Development Schedule	**Basic**
(2)	Construction Estimate	**Basic**
(3)	Quality Control / Quality Assurance Program	**Basic**
(4)	Subcontract Administration	**Special**
(5)	Funding Liaison and Funding Application Preparation	**Special**
(6)	Capital Improvement Program (CIP)	**Special**
(7)	Management / Coordination of Engineering Activities	**Special**
(8)	Implementation of QC/QA Program	**Basic**

(B) Preliminary Engineering

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

(C) Final Design

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

(D) Construction Management

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

Engineering:

IL 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**
(3) Water Resource Management Planning	**Special**
(4) Water Rights Attorney	**Special**

EXHIBIT "B"

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

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

(B) Final Design:

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

(C) Construction:

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

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

I. ENGINEERING MANAGEMENT (EM)

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

For these services, the **Engineer** shall manage the **Project Team**, consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

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

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

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

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

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

(5) **Funding Sources:** If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources, If approved by the **Owner** as ***Special Services***, the **Engineer's** responsibilities regarding funding sources will include the following:

A. **Liaison (Engineer)** will act as Corporate Sponsor for obtaining funding from potential funding sources for the **Project**. The Corporate Sponsor will act as

liaison for the Owner to applicable State and Federal resource agencies for possible funding assistance.

I. Engineering Management (EM) (cont.)

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

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

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

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

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

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

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

(2) Management/Coordination of Engineering Activities: The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development

I. Engineering Management (EM) (cont.)

of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).

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

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

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

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

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

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria

I. Engineering Management (EM) (cont.)

(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
(j) Specifications

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

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

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

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

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

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

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

I. Engineering Management (EM) (cont.)

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

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

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

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

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

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

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

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

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

I. Engineering Management (EM) (cont.)

construction contract documents, and make recommendations to the Owner as to the acceptability of the **Contractor's** progress and work.

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

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

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

Note: Services to be provided by the **Engineer** for Items II and III primarily involve the engineering work tasks for the Project.

EXHIBIT "B"

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

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

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

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

(i) **Project** description
(ii) Need for **project**
(iii) Alternatives considered
(iv) Impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) Conclusion
(vi) **Project** location map
(vii) Preliminary structure and channel locations/layouts
(viii) Scanned photographs

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

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

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

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

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

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

II. Preliminary Project Planning & Development (cont.)

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

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

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

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

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

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

(d) The **Engineer** shall obtain the following photogrammetric products:
- (i) Contact Prints and Mosaics
- (ii) Planimetric maps
- (iii) Contour maps
- (iv) Cross Sections
- (v) Digital Terrain Model (DTM)

(3) Water Resource Management Planning

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

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

(4) Water Rights Attorney

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

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

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

(A) **Preliminary Engineering:** For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner;** to include preliminary layouts, sketches, and cost estimates for the **Project,** and to set forth clearly the **Engineer's** recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) Preliminary Field Surveying

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

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

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

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

(2) Data Collection

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

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

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

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

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

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

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

Land Use Planning and Zoning

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

Engineering

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

Public Safety

(xvii) Emergency preparedness plans

Environmental Assessment (if required by Federal/State agencies)

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

Elections

(xxiii) District Boundary definition

(3) Geographical Information System

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

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

(4) Hydrologic Analysis

(a) The **Engineer** shall review and comment on the hydrologic analyses done to date on the Project.

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

(5) Hydraulic Analysis

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

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

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

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

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

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct 2 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

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

(6) Flood Plain Mapping

(a) Utilizing the HEC-RAS GIS export file, and AreView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

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

(7) Alternate Solutions and Recommendations

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

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

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

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

(8) Final Report

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

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

(1) Right-of-Way Data (Special Services) The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the Owner is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner's** local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting — The **Engineer** shall perform a preliminary title search and determine ownership information.

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

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

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

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

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

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

(2) Design Field Surveying (Special Services)

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

(3) Geotechnical Investigations (Special Services)

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

(4) Permitting

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

(5) Channel/Drainage Design

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

(6) Roadway Design

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

(7) Bridge Design

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the Project. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated -bridge structure and/or roadvvay, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall
in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

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

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

(8) Plans, Specifications & Estimates (PS&E)

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

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

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

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

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

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

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

(1) **Construction Bidding:** The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

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

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

(2) **Project Site Representation**

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

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

(c) **Contractor Payment:** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I — Engineering Management in this Exhibit.

Note: The **Engineer** is not responsible for actual payments to the **Contractor.**

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

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

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

(3) Miscellaneous Technical Activities

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

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

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

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

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

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

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

(4) Final Acceptance

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

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

EXHIBIT C

WORK SCHEDULE

Client: Hidalgo County Drainage District No. 1
Engineer: L Consulting Engineers, Inc.

PROJECT DEVELOPMENT SCHEDULE
Pct. 2 3 Roadway System Off-Site Drainage Improvements

TASK AND DESCRIPTION	FIRM	2017												2018												2019											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Phase I: Survey, Schematic Dev., Coord.																																					
Schematic																																					
Design Survey	QHA																																				
Develop Schematic (All Outfalls)	L&G																																				
Geotechnical Investigations (All Outfalls)	L&G																																				
Prepare ROW Map	Others																																				
HCDD1 & HCRMA Review & Revisions	HCDD1/RMA/L&G																																				
HCDD1 & HCRMA Schematic Approval	HCRMA/HCDD#1																																				
Phase II: Phase I EA, PS&E & Acquisition																																					
PS&E & Environmental Document																																					
Enviornmental Phase I	L&G																																				
30% PS&E Completion	L&G																																				
60% PS&E Completion	L&G																																				
90% PS&E Completion	L&G																																				
100% Plans	L&G																																				
HCDD1 Plan Set Approval	HCRMA/HCDD#1																																				
ROW Acquisition (By Others)																																					
ROW (All Aspects)	Others																																				
Phase III: Construction																																					
Let Project	HCDD#1																																				

EXHIBIT D

ENGINEER'S CONTRACT RATES

EXHIBIT "D"
CONTRACT RATES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2015

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 16	Contract Rate *FY 17
Principal	$ -	$ -	$ -
Senior Project Manager	$ 70.00	$ 198.10	$ 204.04
Engineer (V) - Senior Engineer	$ 58.00	$ 164.14	$ 169.06
Senior Environmental Planner/Specialist	$ 49.00	$ 138.67	$ 142.83
Engineer (III) - Project Engineer	$ 43.00	$ 121.69	$ 125.34
Engineering Lab Manager	$ 34.00	$ 96.22	$ 99.11
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 90.56	$ 93.28
Environmental Planner/Specialist (II)	$ 30.00	$ 84.90	$ 87.45
Project Inspector (V)	$ 28.00	$ 79.24	$ 81.62
Record Keeper	$ 27.00	$ 76.41	$ 78.70
Environmental Planner/Specialist (I)	$ 26.00	$ 73.58	$ 75.79
Project Inspector (I)	$ 22.00	$ 62.26	$ 64.13
CADD Operator / GIS Analyst	$ 22.00	$ 62.26	$ 64.13
Admin/Clerical	$ 20.00	$ 56.60	$ 58.30
Soil & AggregateTechnician	$ 17.00	$ 48.11	$ 49.55
Concrete Technician	$ 17.00	$ 48.11	$ 49.55
Asphalt Technician	$ 17.00	$ 48.11	$ 49.55
Negotiated Overhead Rate: **153.12%** Negotiated Profit Rate: **12.00%** Multiplier: **2.83**	Contract Rates include labor, overhead,and profit * Base Contract Rates FY 15 increase by 3% per FY (FY 17 and FY 18)		

Other Direct Expenses:	Cost:
Lodging	$85/night
Meals	$36/day
Mileage	$0.56/mile
Car Rental	$75.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

JG Approved 06/28/16

CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	2016	2017
Mobilization (Drill Rig and Crew)	$441.66/Day	$454.91/Day
Stand-By Time	$194.18/Hr.	$200.01/Hr
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.	$5.72/Ea.
Soil Boring / Solid Stem	$31.08/Lf	$32.01/Lf
Soil Boring / Hollow Stem	$31.08/Lf	$32.01/Lf
Soil Boring / Mud Rotary	$31.08/LF	$32.01/Lf
Mileage (Logger-Soil Tech)	$.55/Mi.	$.55/Mi.
Support Truck	$1.65/Mi.	$1.70/Mi.
Piezometer / Monitoring Well	**By Quote**	**By Quote**

Soil Testing	2016	2017
Moisture Content Determination - ASTM D2216/Tex-103-E	$10.55/Ea.	$10.87/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$53.15/Ea.	$54.74/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$53.37/Ea.	$54.97/Ea.
Atterberg Limits of Soils - ASTM D 4318/Tex-106-E	$79.66/Ea.	$82.05/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$66.47/Ea.	$68.46/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$95.76/Ea.	$98.63/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$66.47/Ea.	$68.46/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$477.96/Ea.	$492.30/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$518.40/Ea.	$533.95/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$212.59/Ea.	$218.97/Ea.
Standard Proctor - ASTM D 698	$205.82/Ea.	$211.99/Ea.
Modified Proctor - ASTM D 1557	$212.50/Ea.	$218.88/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$23.91/Ea.	$24.63/Ea.
Determination of Soil pH - Tex-128-E	$86.40/Ea.	$88.99/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$159.44/Ea.	$164.22/Ea.
Resistivity of Soils - Tex-129-E	$96.65/Ea.	$99.55/Ea.
Sulfate Content of Soils - Tex-145-E	$86.40/Ea.	$88.99/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$232.55/Ea.	$239.53/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$350.00/Ea.	$360.50/Ea.
Unconfined Compression-Soil - ASTM D 2166	$49.95/Ea.	$51.45/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$53.27/Ea.	$54.87/Ea.
Consolidation Test - ASTM D 2435	$521.51/Ea.	$537.16/Ea.

Coarse & Fine Aggregate Quality Testing	2016	2017
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$59.73/Ea.	$61.52/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$72.27/Ea.	$74.44/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$85.00/Ea.	$87.55/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$13.31/Ea.	$13.71/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$46.50/Ea.	$47.90/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$46.50/Ea.	$47.90/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$46.50/Ea.	$47.90/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$46.50/Ea.	$47.90/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$72.99/Ea.	$75.18/Ea.
L.A. Abrasion - ASTM C13/ Tex-410-A	$564.55/Ea.	$581.49/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$564.55/Ea.	$581.49/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$66.47/Ea.	$68.46/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$13.25/Ea.	$13.65/Ea.

***(In Conjunction w/ SSD Unit Wt of Aggregates)**

12/28/16

CONTRACT RATES

Sand Equivalent - ASTM D 2419/Tex-203-F	$72.99/Ea	$75.18/Ea
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$79.67/Ea.	$82.06/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$46.50/Ea.	$47.90/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$15.95/Ea.	$16.43/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$60.00/Ea.	$61.80/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$80.00/Ea.	$82.40/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$86.40/Ea.	$88.99/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality	**2016**	**2017**
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$90.00/Ea.	$92.70/Ea.
Asphalt Content - Tex-236-F	$90.00/Ea.	$92.70/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$110.00/Ea.	$113.30/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$86.40/Ea.	$88.99/Ea.
Indirect Tensile Strength Test - Tex-226-F	$600.00/Ea.	$618.00/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$15.00/Ea.	$15.45/Ea
Lab Molded Density - Tex-207-F	$80.00/Ea.	$82.40/Ea.
Hamburg Wheel Tracker - Tex-242-F	$900.00/Ea.	$927.00/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$66.47/Ea.	$68.46/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$88.45/Ea.	$91.10/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$73.04/Ea.	$75.23/Ea.
In-Place Air Voids - Tex-207-F	$25.00/Ea.	$25.75/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$90.00/Ea.	$92.70/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$232.48/Ea.	$239.45/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$39.86/Ea.	$41.06/Ea.
Segregation Profile - Tex-207-F (Part V)	$300.00/Ea.	$309.00/Ea.
Joint Density - Tex-207-F (Part VII)	$300.00/Ea.	$309.00/Ea.
Tack Coat Adhesion - Tex-243-F	$100.00/Ea.	$103.00/Ea.
Thermal Profile - Tex-244-F	$175.00/Ea.	$180.25/Ea.
Ride Quality - Tex-1001-S	**By Quote**	**By Quote**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	$498.08/Ea.	$513.02/Ea.

Concrete/Masonry Field & Laboratory Testing	**2016**	**2017**
Temperature Test (Fresh Mix Conc.) - Tex-422-A	No Charge	No Charge
Slump Test - ASTM C 143/Tex-415-A	No Charge	No Charge
Air Content (Pressure Method) - ASTM C 138/Tex-416-A	$23.86/Ea.	$24.58/Ea.
Air Content (Volumetric) - ASTM C 173	$26.56/Ea.	$27.36/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	No Charge	No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	$12.00/Ea.	$12.36/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$15.92/Ea.	$16.40/Ea.
Casting of Grout Prisms - ASTM C 1019	No Charge	No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$33.23/Ea.	$34.23/Ea.
Casting of Mortar Cubes - ASTM C 780	No Charge	No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$32.48/Ea.	$33.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$232.41/Ea.	$239.38/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$232.41/Ea.	$239.38/Ea.

***(In Conjunction w/ Field Inspection)**

CONTRACT RATES

Miscellaneous Testing	**2016**	**2017**
Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.00/Ea.	$25.75/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$20.00/Ea.	$20.60/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.00/Ea.	$25.76/Ea.

Engineering Review, Evaluation, Management & Administration		
Test Report	$23.59/Ea.	$24.30/Ea.

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

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

Expenses:

Mileage.....	.55/Mi.	.55/Mi.

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

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE

As per Work Authorization In Accordance with Article 6 & 7 of the Contract

EXHIBIT E
WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-17-0XX-06-13

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, action herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

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

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

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(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, as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No. 1 Board of Directors on _____(approval date)_____ as indicated below and effective as of _____ day of _____, 201_____.

THE ENGINEER:

By:_____

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

EXHIBIT F

-SUPPLEMENTAL AGREEMENT FORM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

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

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

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

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

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

CERTIFICATE OF INSURANCE (HIDALGO COUNTY)

L&GCO-1 OP ID: KL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2016

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Timothy Cabaza	CONTACT NAME: Jannet Castaneda PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: jcastaneda@swkins.com
INSURED L&G Consulting Engineers, Inc dba L&G Engineering 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : United Fire Lloyds 43559 INSURER B : Texas Mutual Insurance Co. 22945 INSURER C : Certain Undw. at Lloyds INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			85321487	07/19/2016	07/19/2017	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
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			85321487	07/19/2016	07/19/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			85321487	07/19/2016	07/19/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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		0001390560	07/19/2016	07/19/2017	X PER STATUTE 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 Liab			BIND64440113	07/19/2016	07/19/2017	Limit	2,000,000

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

Additional Insured per written contract per form #CG70870215 Primary & Non Contributory per form CG20010413 & IL71051014; Waiver of Transfer Rights per form CG24040509; Auto: Additional Insured & Waiver of Subrogation per form CA71090105; Primary & Non Contributory per form CA73340915; Worker Comp: Waiver of Subrogation Form WC420304B

CERTIFICATE HOLDER

HIDALDR

Hidalgo County Drainage
District No. 1
902 N. Doolittle
Edinburg, TX 78541

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

Cynthia Cabaza

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WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-17-0XX-06-13

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**, action herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**," and, ___**L&G Consulting Engineers, Inc.** ___, professional engineers of _____**Mercedes,**_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide__**Professional Engineering Services for 365 Tollway Outfalls 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 **$635,679.91**. 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 **5-9** of the Agreement.

PART 4. FUNDING

This Work Authorization No.**1** 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, as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No. 1 Board of Directors on _____ as indicated below and effective as of _____ day of _____, 201_____.

THE ENGINEER:

By:_____
Jacinto Garza, P.E., President
L&G Consulting Engineers, Inc.

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

Attachments:
Attachment A – Services to Be Provided by the Owner
Attachment B – Services to Be Provided by the Engineer
Attachment C – Work Schedule
Attachment D – Fee Schedule

ATTACHMENT 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 (as defined and more particularly identified in Exhibit "A" attached of the Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Articles 5-9 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.
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 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 Article 3 of the Agreement and/or illustrated in Exhibit C attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

ATTACHMENT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

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

COUNTY/CITY: Hidalgo County

CONTROL: _____

PROJECT/DESCRIPTION: WA #1 - 365 Tollway Outfalls Project

LENGTH: _____

HIGHWAY: 365 Tollway (Off-Site Drainage)

LIMITS: US 281 Military to Anzalduas GSA

PROJECT CLASSIFICATION

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

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
_X_ Drainage Improvements

ENGINEER shall mean L&G Consulting Engineers, Inc.

SURVEYOR shall mean surveyor

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

HCRMA shall mean Hidalgo County Regional Mobility Authority.

OWNER shall mean Hidalgo County Drainage District No. 1.

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

SECTION 2 – FEASIBILITY STUDIES

(Function Code 102)

Services Provided By: ENGINEER	COUNTY	
YES	NO	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
YES	NO	Preliminary Drainage & Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
YES	NO	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
NO	NO	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
NO	NO	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
NO	NO	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
YES	NO	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
NO	NO	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
NO	NO	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
YES	NO	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1, Hidalgo County Irrigation Districts, Hidalgo County Regional Mobility Authority, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

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

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
NO	NO	1.	Drainage Route Location Studies
NO	NO	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations/ Projections
NO	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic
NO	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO	NO		a. Pavement
NO	NO		b. Retaining Walls
YES	NO		c. Miscellaneous Structures (See Below)
NO	NO		d. Bridges

Geotechnical Borings shall be retrieved at each Outfall Location for soil study.
(See Attachment B-1 for Detailed Scope of Geotechnical Services)

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

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports
		a. Environmental Assessments
YES	NO	(1) Provide Phase I – Environmental Site Assessment ESA

Phase I Environmental Site Assessment (ESA)

L&G's approach for performing the Phase I ESA consists of three tasks: first, a review of the public record and an examination of the history of the property; second, an on-site investigation of the property; and third, preparation of a final report summarizing the findings and recommendations of the assessment. The main focus of this site assessment will be to determine if there are any chemical constituents or hazardous materials on the property. L&G will use the American Society for Testing and Materials (ASTM) Publication E1527-13 as technical guidance for the ESA. L&G will conduct a search of the National Wetlands Inventory database and a field reconnaissance survey for the presence or absence of Section 404 jurisdictional "waters of the US." L&G will review the existing files held by the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) to determine if any previously recorded sites or archeological sites occur within or near the property. In addition, L&G will conduct a review of the Natural Diversity Database (NDD) checklist for federal and state listed threatened, endangered, and candidate species that potentially occur in the vicinity of the property.

Compilation and Review of Public Records

This task serves to identify evidence in the public record of activities that may have resulted or could result in contamination or deposition of hazardous materials on the site. Activities to be conducted by L&G include:

- Compilation and review of pertinent public records (e.g., Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, Texas Railroad Commission) regarding past, present and pending enforcement actions and/or investigations at the site and on the adjoining sites.
- Collect and study topographic maps, soil maps, descriptions of soil composition, and hydrology
- Review reasonably obtainable standard historical information to attempt to identify those uses or occupancies that are likely to have led to recognized environmental conditions. Typical historical information that will be reviewed, if obtainable are as follows: aerial photographs, Fire Insurance Maps, city directories, county tax records, topographic maps, etc.
- A government records review check will be conducted for federal, state, or municipal list of contaminated sites.
- Interviews will be conducted with anyone who may have knowledge of the property's prior uses, which would include current and previous owners and neighbors, previous employees, local government officials, etc.

Site Reconnaissance

A site reconnaissance will be performed to inspect for evidence of past and/or current presence of hazardous materials on the site and adjoining sites. In addition, L&G will evaluate any factors in the review of the public record that might be indicative of activities that resulted in hazardous materials being used or deposited on the site or that could result in contamination of the site. The site reconnaissance will include:

- Performance of a detailed physical and visual reconnaissance of every section of the site and adjacent property to observe any signs which may indicate the presence of contaminants on the property and contaminant pathways to the property.
- Photographic documentation of all indicative features and a hand drawn map of the site for inclusion in the final report.

Report Preparation

Upon completion of the above tasks, L&G will provide one (1) original set of a written report documenting the Phase I which will include maps, sources consulted and findings of the historical, transcripts of the interviews, recommendations and findings of the site reconnaissance, etc.; however, will not include the government records search. Two (2) other original sets of the written report will be provided which will include the entire findings including the document records. Unless directed otherwise, only the client will receive the report, and no copies will be distributed without prior approval.

If required, services that would be performed at additional cost that are not included in this Scope are as follows:

- Any sampling, analysis, or any environmental hazard or contaminant (including but not limited to asbestos-containing materials, lead-based paint, or radon).
- Any wetlands delineation.
- Remedial or correction actions.
- Preparation of detailed cost estimates for any Phase II ESA activities.

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

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
SURVEYOR COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design Surveying

NO NO a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

YES NO b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

NO NO (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

Services Provided By: SURVEYOR	COUNTY
YES	NO

c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

Services Provided By: SURVEYOR	COUNTY		
YES	NO	(11)	Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
YES	NO	(12)	Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13)	ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO	NO	(14)	Soil core hole staking at bridge class structures.
NO	NO	(15)	Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(16)	Profiles of existing drainage facilities.
YES	NO	(17)	Measurement of hydraulic opening under existing bridges.
YES	NO	(18)	Obtain elevations of manholes and valves of utilities
YES	NO	(19)	Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(20)	Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
NO	NO	(21)	Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	NO	(22)	Inventory signs, mailboxes, and driveways
YES	NO	(23)	Locate wetlands.
YES	NO	(24)	Locate existing right-of-ways.

d. Construction Surveys:

In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

NO	NO	(1)	Stake existing and/or proposed right-of-ways.
NO	NO	(2)	Stake existing and/or proposed baseline/centerline.
NO	NO	(3)	Stake proposed bridge structures.
NO	NO	(4)	Stake proposed drainage structures, such as manholes, culverts, etc.
NO	NO	(5)	Set grade stakes.
NO	NO	(6)	Recover and check existing control points.
NO	NO	(7)	Establish additional control points.
NO	NO	(8)	Check elevations and locations of structures.
NO	NO	(9)	Determine and resolve conflicts associated with survey data.

Services Provided By:
SURVEYOR COUNTY

NO NO **2. Photogrammetric Products**

a. Uncontrolled Photography
   (1) Contact Prints
   (2) Mosaics
   (3) Digital ortho plots

b. Mapping
   (1) Planimetric Maps
   (2) Contour Maps
   (3) Cross Sections
   (4) Profiles
   (5) Digital Terrain Models (DTM)

3. UTILITY SUBSURFACE INVESTIGATION:

Utility Quality Levels are in cumulative order (least to greatest) as follows

YES NO 3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

YES NO 3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or USB. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

YES NO 3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), **THE SURVEYOR SHALL LOCATE APPROX. 25 VERTICAL SPOT ELEVATIONS OF UTILITIES PER MILE FOR EACH OF THE IDENTIFIED OUTFALL LOCATIONS.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

YES	NO	4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.
NO	NO	4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.
YES	NO	4.3. Computer printouts or other tabulations summarizing the results of field surveys.
YES	NO	4.4. Digital files or media acceptable by the ENGINEER containing field survey data.
YES	NO	4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
YES	NO	4.6. Field survey notes, as electronic and/or hard copies.
NO	NO	4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	COUNTY	
		4. *Deliverables (continued)*
YES	NO	4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
YES	NO	4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
YES	NO	4.10. Survey reports in a format requested by the ENGINEER.
YES	NO	4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR COUNTY

6. AUTOMATION REQUIREMENTS:

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

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

SECTION 7 - DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment (for schematic only)
YES	NO	b. Schematic Layout for outfalls (ONLY)
		(1) Develop vertical and horizontal alignment of outfall.
		(2) The tentative ROW limits.
		(a) Provide a GEOPAK computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(3) The geometric of the proposed outfall typical sections and cross roads.
		(4) Provide preliminary ROW owners along the proposed outfall route utilizing the existing ROW map as provided by the HCRMA and appraisal district information.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. **No geometric design is to be performed until the Owner has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with HCDD1.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. The engineer shall furnish the existing and proposed cross section plots for each outfall at 500-ft intervals to justify the proposed ROW needed for each outfall.
NO	NO	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	NO	a. Refine the horizontal and vertical alignment of the proposed outfalls based upon the approved schematic layout.
NO	NO	b. Typical Sections
NO	NO	c. Design Cross Sections
NO	NO	d. Determine Cut and Fill Quantities
NO	NO	e. Slope Stability Analysis
NO	NO	f. Embankment Foundation Stability Analysis
NO	NO	g. Embankment Settlement Analysis

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

ADDITIONAL RESONSIBILITIES

Coordination of Utilities – AS REQUIRED BY PROJECT SPECIFIC NEEDS

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

Meetings – AS REQUIRED BY PROJECT SPECIFIC NEEDS

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

Specifications, Special Provisions, Special Specs – AS REQUIRED BY PROJECT SPECIFIC NEEDS

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

Project Manager/Engineer Communication

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

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

Design Responsibilities

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

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

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

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

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the OWNER shall be furnished on USB flash drives (or other electronic medium).

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

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

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

CD Tape Required (YES or NO): UNKNOWN

Proposal Time

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

Office Location

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

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

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

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (TYPICAL)

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans – If Required
   a. Sequence of Construction Layouts
   b. Detour Plan /Profile / Typical Sections / Quantities

7. Outfall Layouts
   a. Outfall Plan/Profile Sheets
   b. Alignment Layouts/Data

8. Outfall Details

9. Utility Layouts/Profiles – If Required

10. Miscellaneous Standards

NOTE: This list is general and typical for project type. Variations of these plan sheet sequence guidelines may be permitted as required.

ATTACHMENT "B-1"

Services to be Provided by the Laboratory - GEO

GENERAL SCOPE OF WORK

The work to be performed by the **Laboratory** under this Work Authorization shall consist of; Geotechnical Drilling and Miscellaneous Field Services, Geotechnical Laboratory Testing Services and Geotechnical Engineering Services for the SH 365 Outfall Project (Outfalls 1 thru 4) hereinafter denoted as the **Project**.

The **Laboratory** shall provide all services required (as noted under this Work Authorization) for usage by the **Engineer** in the preparation of plans, specification and estimate, and related documents for the **Project**. The **Laboratory** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

The **Laboratory** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer**.

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

I. Geotechnical Drilling Services and Miscellaneous Field Services

The **Laboratory** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Laboratory** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization and in conformance with ASTM guidelines:

- Outfall 1 – Eight (8) Borings will be drilled at approximate location of proposed structures (Borings will be advanced to a depth of approximately 15 feet below the existing top of natural ground)
- Outfall 2 – Three (3) Borings will be drilled at approximate location of proposed structures (Borings will be advanced to a depth of approximately 15 feet below the existing top of natural ground)
- Outfall 3 – Five (5) Borings will be drilled at approximate location of proposed structures (Borings will be advanced to a depth of approximately 15 feet below the existing top of natural ground)
- Outfall 4 – Five (5) Borings will be drilled at approximate location of proposed structures (Borings will be advanced to a depth of approximately 15 feet below the existing top of natural ground)

The **Laboratory** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Laboratory**. All boring locations

will be documented with GPS coordinates. Field survey and tie-down locations of all borings will be the responsibility of the **Engineer**.

The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples may be collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Laboratory** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or re-grading the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Laboratory** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed by the **Laboratory** on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Particle Size (Sieve) Analysis with Hydrometer (ASTM D422)
This procedure will aid in determining the complete gradation (full gradation curve) of a soil sample including hydrometer for tail-end portion of gradation curve. Full gradation curve can be utilized to extract D50 and D90 soil particle diameters for use in scour analysis and prediction for foundation design.

(5) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)
This procedure will identify the soluble sulfate content of soil by using the colorimetric method. High presence of sulfates in soils can mark a necessity for the use of Sulfate Resistant Concrete (> than 1000 ppm).

III. Geotechnical Engineering Services

The **Laboratory** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- Develop Plan View of Boring Logs, Location Scheme, Graphic Files
- Structural Evaluation of Borings (Soil Strength & Compress Analysis)
- Soil Slope Stability Analysis (GSTABL) for Channel/Detention Pond Side Slopes
- Analysis of Prop. Excavation Soils for Future Usage
- Pond/Channel Recommendation – Geometry, Geotech. Issues, Limits, Const.

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project.

ATTACHMENT C
WORK SCHEDULE

Client: Hidalgo County Drainage District No. 1

ATTACHMENT C
WORK SCHEDULE
Pct. 2 3 Roadway System Off-Site Drainage Improvements
WA #1 - 365 Tollway Outfalls Project

TASK AND DESCRIPTION	FIRM	2017												2018												2019											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Phase I: Survey, Schematic Dev., Coord.																																					
Schematic																																					
Design Survey	QHA																																				
Develop Schematic (All Outfalls)	L&G																																				
Geotechnical Investigations (All Outfalls)	L&G																																				
Prepare ROW Map	Others																																				
HCDD1 & HCRMA Review & Revisions	HCDD1/RMA/L&G																																				
HCDD1 & HCRMA Schematic Approval	HCRMA/HCDD#1																																				
Phase II: Phase I EA, PS&E & Acquisition																																					
PS&E & Environmental Document																																					
Enviornmental Phase I	L&G																																				
30% PS&E Completion	L&G																																				
60% PS&E Completion	L&G																																				
90% PS&E Completion	L&G																																				
100% Plans	L&G																																				
HCDD1 Plan Set Approval	HCRMA/HCDD#1																																				
ROW Acquisition (By Others)																																					
ROW (All Aspects)	Others																																				
Phase III: Construction																																					
Let Project	HCDD#1																																				

ATTACHMENT D

FEE SCHEDULE

ATTACHMENT D
FEE PROPOSAL
Pct 2 and 3 Roadway System Off-Site Drainage Improvements
Work Authorization #1 ~ 365 Tollway Outfalls Project

		MANHOURS									
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Senior Environmental Scientist	Environmental Planner/Scientist	Admin / Clerical	L&G TOTAL HOURS	Sub-Contract Amounts	Total Line Item Cost
CONTRACT RATE (FY 2017)		**$ 204.04**	**$ 169.06**	**$ 125.34**	**$ 93.28**	**$ 142.83**	**$ 75.79**	**$ 58.30**			
TASK											
	Task A ~ Outfall 1										
1a	Coordination & Management of Surveyor	4	10					0	14		$ 2,506.76
2a	SUB: Design Survey	See Detailed Proposal QHA Attached								$ 17,075.00	$ -
3a	Coordination with HCDD#1, CSE, and HCRMA for Concurrence of Proposed Option	4		6					10		$ 1,568.20
4a	Schematic Development (Plan & Profile)	2	18	40	120			4	184		$ 19,891.56
5a	Environmental Phase I				16	40	80		136		$ 13,268.88
6a	Geotechnical Drilling/Testing & Engineering	See Detailed Proposal (Sheet 3 & 4 of 12)									$ 13,520.20
7a	Coordination with Rail Road for Permit (Tunnelling)	16	40		40			24	120		$ 15,157.44
8a	PS&E	6	48	100	320			12	486		$ 52,422.32
9a	Meetings & Coordination	8		12				6	26		$ 3,486.20
										L&G Subtotal Outfall #1:	**$ 121,821.56**
										Outfall #1 Combined Subtotal:	**$ 138,896.56**
	Task B ~ Outfall 2										
1b	Coordination & Management of Surveyor	4	8					0	12		$ 2,168.64
2b	SUB: Design Survey	See Detailed Proposal QHA Attached								$ 13,066.25	
3b	Coordination with HCDD#1, CSE, and HCRMA for Concurrence of Proposed Option	4		6					10		$ 1,568.20
4b	Schematic Development (Plan & Profile)	2	18	40	70			4	134		$ 15,227.56
5b	Environmental Phase I				16	40	80		136		$ 13,268.88
6b	Geotechnical Drilling/Testing & Engineering	See Detailed Proposal (Sheet 5 & 6 of 12)									$ 7,601.05
7b	PS&E	6	48	100	154			12	320		$ 36,937.84
8b	Meetings & Coordination	8		12				6	26		$ 3,486.20
										L&G Subtotal Outfall #2:	**$ 80,258.37**
										Outfall #2 Combined Subtotal:	**$ 93,324.62**
	Task C ~ Outfall 3										
1c	Coordination & Management of Surveyor	8	22					0	30		$ 5,351.64
2c	SUB: Design Survey	See Detailed Proposal QHA Attached								$ 34,440.00	
3c	Coordination with HCDD#1, CSE, and HCRMA for Concurrence of Proposed Option	4		6					10		$ 1,568.20
4c	Schematic Development (Plan & Profile)	4	46	90	180			4	324		$ 36,897.12
5c	Environmental Phase I				16	40	80		136		$ 13,268.88
6c	Geotechnical Drilling/Testing & Engineering	See Detailed Proposal (Sheet 7 & 8 of 12)									$ 10,224.46
7c	PS&E	6	50	100	340			12	508		$ 54,626.04
8c	Meetings & Coordination	8		12				6	26		$ 3,486.20
										L&G Subtotal Outfall #3:	**$ 125,422.54**
										Outfall #3 Combined Subtotal:	**$ 159,862.54**

	Task D ~ Outfall 4										
1d	Coordination & Management of Surveyor	2	8					0	10		$ 1,760.56
2d	SUB: Design Survey	See Detailed Proposal QHA Attached								$ 10,010.00	
3d	Coordination with HCDD#1, CSE, and HCRMA for Concurrence of Proposed Option	4		6					10		$ 1,568.20
4d	Schematic Development (Plan & Profile)	2	10	18	50			4	84		$ 9,252.00
5d	Environmental Phase I				16	40	80		136		$ 13,268.88
6d	Geotechnical Drilling/Testing & Engineering	See Detailed Proposal (Sheet 9 & 10 of 12)									$ 10,224.46
7d	PS&E	6	48	100	154			12	320		$ 36,937.84
8d	Meetings & Coordination	8		12				6	26		$ 3,486.20
										L&G Subtotal Outfall #4:	**$ 76,498.14**
										Outfall #4 Combined Subtotal:	**$ 86,508.14**
	Task E ~ Outfall 5										
3e	Coordination with HCDD#1, CSE, and HCRMA for Concurrence of Proposed Option	4		6					10		$ 1,568.20
4e	Schematic Development (Plan & Profile)	2	18	36	70			4	130		$ 14,726.20
5e	Develop Preliminary Construction Cost Estimate	2	6	12	14				34		$ 4,232.44
6e	Meetings & Coordination	8		12				6	26		$ 3,486.20
										L&G Subtotal Outfall #5:	**$ 24,013.04**
	Task F ~ Outfall 6										
3f	Coordination with HCDD#1, CSE, and HCRMA for Concurrence of Proposed Option	4		6					10		$ 1,568.20
4f	Schematic Development (Plan & Profile)	2	10	28	70			4	114		$ 12,371.00
5f	Develop Preliminary Construction Cost Estimate	2	6	10	12				30		$ 3,795.20
6f	Meetings & Coordination	8		12				6	26		$ 3,486.20
										L&G Subtotal Outfall #6:	**$ 21,220.60**
	Task G ~ Outfall 7										
3g	Coordination with HCDD#1, CSE, and HCRMA for Concurrence of Proposed Option	4		6					10		$ 1,568.20
4g	Schematic Development (Plan & Profile)	2	32	50	110			4	198		$ 22,579.00
5g	Develop Preliminary Construction Cost Estimate	2	6	12	16				36		$ 4,419.00
6g	Meetings & Coordination	8		12				6	26		$ 3,486.20
					12169					**L&G Subtotal Outfall #7:**	**$ 32,052.40**
	Task H ~ Outfall 8										
3h	Coordination with HCDD#1, CSE, and HCRMA for Concurrence of Proposed Option	4		6					10		$ 1,568.20
4h	Schematic Development (Plan & Profile)	2	32	50	110			4	198		$ 27,983.28
5h	Develop Preliminary Construction Cost Estimate	2	8	14	18				42		$ 5,194.36
6h	Meetings & Coordination	8		12				6	26		$ 3,486.20
										L&G Subtotal Outfall #8:	**$ 38,232.04**

	ORIG L&G PROP.	RMA REDLINES:	**L&G Counter #2:**
L&G Subtotal Outfall #1 ~ #8 (PS&E 4 outfalls, SCHEM 4 outfalls):	$ 620,543.51	$ 523,132.61	**$ 519,518.69**
SURVEY/TOPO: QHA Subtotal Outfall #1 ~ #4:	$ 106,877.50	$ 74,591.25	**$ 74,591.25**
GEOTECH: L&G Subtotal Outfall #1 ~ #4:	$ 41,569.97	$ 41,569.97	**$ 41,569.97**
*ROW ACQ: L&G Subtotal Outfall #1 & #4 (5 parcels):	$ 45,000.00	$ 37,500.00	**OMITTED**
TOTAL FEE:	$ 813,990.98	$ 676,793.83	**$ 635,679.91**

Attachment D-1
FEE SCHEDULE

L&G Consulting Engineers, Inc.

Geotechnical Engineering, Report & Summary

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

		HCDD #1 - SH 365 Outfalls Project (1 thru 4) - Outfall 1 ***Client: HCDD #1***	MANHOURS					
			Senior Project Manager	Senior Geotechnical Engineer	Project Engineer	CADD Tech	Admin/Clerical	Total
	TASK							
	1	Develop Plan View of Boring Logs, Location Scheme, Graphic Files			1	1		2
	2	Structural Evaluation of Borings (Soil Strength & Compress Analysis)			2			2
	3	Soil Slope Stability Analysis (GSTABL) for Channel/Detention Pond Side Slopes		1	4			5
	4	Analysis of Prop. Excavation Soils for Future Usage		1	4			5
	5	Pond/Channel Recommendations - Geometry, Geotech. Issues, Limits, Const.		1	3			4
	6	Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	1	1.5	5	1	1	9.5
	7	Meeting and Coordination	0.5	0.5			0.5	1.5
		Subtotal	**1.5**	**5**	**19**	**2**	**1.5**	**29**
Labor Hours			**1.5**	**5**	**19**	**2**	**1.5**	**29**
Contract Rate w/ FY 2015 Audited Overhead Rate of 153.12% & 12% Profit			$ 204.04	$ 169.06	$ 125.34	$ 64.13	$ 58.30	
Total Labor Costs				**$ 845.30**	**$ 2,381.46**	**$ 128.26**	**$ 87.45**	

LINE ITEM EXPENSES

Printing Reproduction of 3 Copies of 1 Master Report (40 Pages per Report x $1.00 per Page = $120.00 TOTAL divided evenly by 4 reports)	$ 30.00
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	$ 9,741.67
** - (Please see page 4 of 12, for detailed estimates of testing)*	
Total Expenses	**$ 9,771.67**

L&G Laboratory Total Cost **$ 9,771.67**

L&G Consulting Engineers, Inc.

Attachment D-1
Geotechnical Field and Laboratory Services
HCDD #1 - SH 365 Outfalls Project (1 thru 4) - Outfall 1
Prepared for HCDD #1

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Project Engineer (Staff)		Hours	**1**	**$ 125.34**	**$ 125.34**
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	**1**	**$ 75.79**	**$ 75.79**
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	**15**	**$ 0.55**	**$ 8.25**
	F. Survey Locate Borings (X,Y,Z)		LS			**$ -**
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	**1**	**$ 454.91**	**$ 454.91**
B	Field Exploration					
	1a. Soil Boring (Solid Stem)		Feet	**120**	**$ 32.01**	**$ 3,841.20**
	1b. Soil Boring (Mud Rotary)		Feet			**$ -**
	2. TxDOT TCP Field Test (BL/ft)		Ea.			**$ 30.00**
	3. Field Logger / Engineering Tech		Hour	**10**	**$ 75.79**	**$ 757.90**
	4. 24 Hr. Water Level Observations		Hour	**1**	**$ 75.79**	**$ 75.79**
	5. Piezometers		Each			**$ -**
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	**45**	**$ 1.70**	**$ 76.50**
	7. Vehicle Charge		Mile	**60**	**$ 0.55**	**$ 33.00**
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Project Engineer (Soil Classification)		Hours	**4**	**$ 125.34**	**$ 501.36**
	3. Project Engineer (Logs & Summaries)		Hours	**4**	**$ 125.34**	**$ 501.36**
	4. Moisture Content		Ea.	**48**	**$ 10.87**	**$ 521.76**
	5. Atterberg Limits		Ea.	**16**	**$ 82.05**	**$ 1,312.80**
	6. -200 Determination		Ea.	**8**	**$ 68.46**	**$ 547.68**
	7. Sieve Analysis (w/ Hydrometers)		Ea.	**8**	**$ 98.63**	**$ 789.04**
	8. UC Testing (w/ Unit Weight)		Ea.			**$ -**
	9. Consolidation Testing		Ea.			**$ -**
	10. Dry Unit Weight		Ea.			**$ -**
	11. Soils Sulfate Content		Ea.	**1**	**$ 88.99**	**$ 88.99**
	12. Determination of Soil pH		Ea.			**$ -**
	13. Lime Series Testing (5 Pt.)		Ea.			**$ -**
	Project Sub-Total (Geo Field and Lab)					**$ 9,741.67**

Attachment D-1
FEE SCHEDULE

L&G Consulting Engineers, Inc.

Geotechnical Engineering, Report & Summary

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

		HCDD #1 - SH 365 Outfalls Project (1 thru 4) - Outfall 2 ***Client: HCDD #1***	MANHOURS					
			Senior Project Manager	Senior Geotechnical Engineer	Project Engineer	CADD Tech	Admin/Clerical	Total
	TASK							
	1	Develop Plan View of Boring Logs, Location Scheme, Graphic Files			1	1		2
	2	Structural Evaluation of Borings (Soil Strength & Compress Analysis)			2			2
	3	Soil Slope Stability Analysis (GSTABL) for Channel/Detention Pond Side Slopes		1	4			5
	4	Analysis of Prop. Excavation Soils for Future Usage		1	4			5
	5	Pond/Channel Recommendations - Geometry, Geotech. Issues, Limits, Const.		1	3			4
	6	Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	1	1.5	5	1	1	9.5
	7	Meeting and Coordination	0.5	0.5			0.5	1.5
		Subtotal	**1.5**	**5**	**19**	**2**	**1.5**	**29**
Labor Hours			**1.5**	**5**	**19**	**2**	**1.5**	**29**
Contract Rate w/ FY 2015 Audited Overhead Rate of 153.12% & 12% Profit			$ 204.04	$ 169.06	$ 125.34	$ 64.13	$ 58.30	
Total Labor Costs				**$ 845.30**	**$ 2,381.46**	**$ 128.26**	**$ 87.45**	

LINE ITEM EXPENSES

Printing Reproduction of 3 Copies of 1 Master Report (40 Pages per Report x $1.00 per Page = $120.00 TOTAL divided evenly by 4 reports)	$ 30.00
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	$ 3,822.52
** - (Please see page 6 of 12, for detailed estimates of testing)*	
Total Expenses	**$ 3,852.52**

L&G Laboratory Total Cost **$ 3,852.52**

L&G Consulting Engineers, Inc.

Attachment D-1
Geotechnical Field and Laboratory Services
HCDD #1 - SH 365 Outfalls Project (1 thru 4) - Outfall 2
Prepared for HCDD #1

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Project Engineer (Staff)		Hours	**0**	**$ 125.34**	**$ -**
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	**1**	**$ 75.79**	**$ 75.79**
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	**15**	**$ 0.55**	**$ 8.25**
	F. Survey Locate Borings (X,Y,Z)		LS			**$ -**
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	**0**	**$ 454.91**	**$ -**
B	Field Exploration					
	1a. Soil Boring (Solid Stem)		Feet	**45**	**$ 32.01**	**$ 1,440.45**
	1b. Soil Boring (Mud Rotary)		Feet			**$ -**
	2. TxDOT TCP Field Test (BL/ft)		Ea.			**$ 30.00**
	3. Field Logger / Engineering Tech		Hour	**4**	**$ 75.79**	**$ 303.16**
	4. 24 Hr. Water Level Observations		Hour	**1**	**$ 75.79**	**$ 75.79**
	5. Piezometers		Each			**$ -**
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	**45**	**$ 1.70**	**$ 76.50**
	7. Vehicle Charge		Mile	**60**	**$ 0.55**	**$ 33.00**
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Project Engineer (Soil Classification)		Hours	**2**	**$ 125.34**	**$ 250.68**
	3. Project Engineer (Logs & Summaries)		Hours	**2**	**$ 125.34**	**$ 250.68**
	4. Moisture Content		Ea.	**18**	**$ 10.87**	**$ 195.66**
	5. Atterberg Limits		Ea.	**6**	**$ 82.05**	**$ 492.30**
	6. -200 Determination		Ea.	**3**	**$ 68.46**	**$ 205.38**
	7. Sieve Analysis (w/ Hydrometers)		Ea.	**3**	**$ 98.63**	**$ 295.89**
	8. UC Testing (w/ Unit Weight)		Ea.			**$ -**
	9. Consolidation Testing		Ea.			**$ -**
	10. Dry Unit Weight		Ea.			**$ -**
	11. Soils Sulfate Content		Ea.	**1**	**$ 88.99**	**$ 88.99**
	12. Determination of Soil pH		Ea.			**$ -**
	13. Lime Series Testing (5 Pt.)		Ea.			**$ -**
	Project Sub-Total (Geo Field and Lab)					**$ 3,822.52**

Attachment D-1
FEE SCHEDULE

L&G Consulting Engineers, Inc.

Geotechnical Engineering, Report & Summary

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

		HCDD #1 - SH 365 Outfalls Project (1 thru 4) - Outfall 3 ***Client: HCDD #1***	MANHOURS					
			Senior Project Manager	Senior Geotechnical Engineer	Project Engineer	CADD Tech	Admin/Clerical	Total
	TASK							
	1	Develop Plan View of Boring Logs, Location Scheme, Graphic Files			1	1		2
	2	Structural Evaluation of Borings (Soil Strength & Compress Analysis)			2			2
	3	Soil Slope Stability Analysis (GSTABL) for Channel/Detention Pond Side Slopes		1	4			5
	4	Analysis of Prop. Excavation Soils for Future Usage		1	4			5
	5	Pond/Channel Recommendations - Geometry, Geotech. Issues, Limits, Const.		1	3			4
	6	Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	1	1.5	5	1	1	9.5
	7	Meeting and Coordination	0.5	0.5			0.5	1.5
		Subtotal	**1.5**	**5**	**19**	**2**	**1.5**	**29**
Labor Hours			**1.5**	**5**	**19**	**2**	**1.5**	**29**
Contract Rate w/ FY 2015 Audited Overhead Rate of 153.12% & 12% Profit			$ 204.04	$ 169.06	$ 125.34	$ 64.13	$ 58.30	
Total Labor Costs				**$ 845.30**	**$ 2,381.46**	**$ 128.26**	**$ 87.45**	

LINE ITEM EXPENSES

Printing Reproduction of 3 Copies of 1 Master Report (40 Pages per Report x $1.00 per Page = $120.00 TOTAL divided evenly by 4 reports)	$ 30.00
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	$ 6,445.93
** - (Please see page 8 of 12, for detailed estimates of testing)*	
Total Expenses	**$ 6,475.93**

L&G Laboratory Total Cost **$ 6,475.93**

L&G Consulting Engineers, Inc.

Attachment D-1
Geotechnical Field and Laboratory Services
HCDD #1 - SH 365 Outfalls Project (1 thru 4) - Outfall 3
Prepared for HCDD #1

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Project Engineer (Staff)		Hours	**0.5**	**$ 125.34**	**$ 62.67**
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	**1**	**$ 75.79**	**$ 75.79**
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	**15**	**$ 0.55**	**$ 8.25**
	F. Survey Locate Borings (X,Y,Z)		LS			**$ -**
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	**1**	**$ 454.91**	**$ 454.91**
B	Field Exploration					
	1a. Soil Boring (Solid Stem)		Feet	**75**	**$ 32.01**	**$ 2,400.75**
	1b. Soil Boring (Mud Rotary)		Feet			**$ -**
	2. TxDOT TCP Field Test (BL/ft)		Ea.			**$ 30.00**
	3. Field Logger / Engineering Tech		Hour	**8**	**$ 75.79**	**$ 606.32**
	4. 24 Hr. Water Level Observations		Hour		**$ 75.79**	**$ -**
	5. Piezometers		Each			**$ -**
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	**45**	**$ 1.70**	**$ 76.50**
	7. Vehicle Charge		Mile	**60**	**$ 0.55**	**$ 33.00**
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Project Engineer (Soil Classification)		Hours	**2.5**	**$ 125.34**	**$ 313.35**
	3. Project Engineer (Logs & Summaries)		Hours	**2.5**	**$ 125.34**	**$ 313.35**
	4. Moisture Content		Ea.	**30**	**$ 10.87**	**$ 326.10**
	5. Atterberg Limits		Ea.	**10**	**$ 82.05**	**$ 820.50**
	6. -200 Determination		Ea.	**5**	**$ 68.46**	**$ 342.30**
	7. Sieve Analysis (w/ Hydrometers)		Ea.	**5**	**$ 98.63**	**$ 493.15**
	8. UC Testing (w/ Unit Weight)		Ea.			**$ -**
	9. Consolidation Testing		Ea.			**$ -**
	10. Dry Unit Weight		Ea.			**$ -**
	11. Soils Sulfate Content		Ea.	**1**	**$ 88.99**	**$ 88.99**
	12. Determination of Soil pH		Ea.			**$ -**
	13. Lime Series Testing (5 Pt.)		Ea.			**$ -**
	Project Sub-Total (Geo Field and Lab)					**$ 6,445.93**

Attachment D-1
FEE SCHEDULE

L&G Consulting Engineers, Inc.

Geotechnical Engineering, Report & Summary

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

		HCDD #1 - SH 365 Outfalls Project (1 thru 4) - Outfall 4 ***Client: HCDD #1***	MANHOURS					
			Senior Project Manager	Senior Geotechnical Engineer	Project Engineer	CADD Tech	Admin/Clerical	Total
	TASK							
	1	Develop Plan View of Boring Logs, Location Scheme, Graphic Files			1	1		2
	2	Structural Evaluation of Borings (Soil Strength & Compress Analysis)			2			2
	3	Soil Slope Stability Analysis (GSTABL) for Channel/Detention Pond Side Slopes		1	4			5
	4	Analysis of Prop. Excavation Soils for Future Usage		1	4			5
	5	Pond/Channel Recommendations - Geometry, Geotech. Issues, Limits, Const.		1	3			4
	6	Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	1	1.5	5	1	1	9.5
	7	Meeting and Coordination	0.5	0.5			0.5	1.5
		Subtotal	**1.5**	**5**	**19**	**2**	**1.5**	**29**
Labor Hours			**1.5**	**5**	**19**	**2**	**1.5**	**29**
Contract Rate w/ FY 2015 Audited Overhead Rate of 153.12% & 12% Profit			$ 204.04	$ 169.06	$ 125.34	$ 64.13	$ 58.30	
Total Labor Costs				**$ 845.30**	**$ 2,381.46**	**$ 128.26**	**$ 87.45**	

LINE ITEM EXPENSES

Printing Reproduction of 3 Copies of 1 Master Report (40 Pages per Report x $1.00 per Page = $120.00 TOTAL divided evenly by 4 reports)	$ 30.00
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	$ 6,445.93
** - (Please see page 10 of 12, for detailed estimates of testing)*	
Total Expenses	**$ 6,475.93**

L&G Laboratory Total Cost **$ 6,475.93**

L&G Consulting Engineers, Inc.

Attachment D-1
Geotechnical Field and Laboratory Services
HCDD #1 - SH 365 Outfalls Project (1 thru 4) - Outfall 4
Prepared for HCDD #1

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Project Engineer (Staff)		Hours	**0.5**	**$ 125.34**	**$ 62.67**
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	**1**	**$ 75.79**	**$ 75.79**
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	**15**	**$ 0.55**	**$ 8.25**
	F. Survey Locate Borings (X,Y,Z)		LS			**$ -**
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	**1**	**$ 454.91**	**$ 454.91**
B	Field Exploration					
	1a. Soil Boring (Solid Stem)		Feet	**75**	**$ 32.01**	**$ 2,400.75**
	1b. Soil Boring (Mud Rotary)		Feet			**$ -**
	2. TxDOT TCP Field Test (BL/ft)		Ea.			**$ 30.00**
	3. Field Logger / Engineering Tech		Hour	**8**	**$ 75.79**	**$ 606.32**
	4. 24 Hr. Water Level Observations		Hour		**$ 75.79**	**$ -**
	5. Piezometers		Each			**$ -**
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	**45**	**$ 1.70**	**$ 76.50**
	7. Vehicle Charge		Mile	**60**	**$ 0.55**	**$ 33.00**
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Project Engineer (Soil Classification)		Hours	**2.5**	**$ 125.34**	**$ 313.35**
	3. Project Engineer (Logs & Summaries)		Hours	**2.5**	**$ 125.34**	**$ 313.35**
	4. Moisture Content		Ea.	**30**	**$ 10.87**	**$ 326.10**
	5. Atterberg Limits		Ea.	**10**	**$ 82.05**	**$ 820.50**
	6. -200 Determination		Ea.	**5**	**$ 68.46**	**$ 342.30**
	7. Sieve Analysis (w/ Hydrometers)		Ea.	**5**	**$ 98.63**	**$ 493.15**
	8. UC Testing (w/ Unit Weight)		Ea.			**$ -**
	9. Consolidation Testing		Ea.			**$ -**
	10. Dry Unit Weight		Ea.			**$ -**
	11. Soils Sulfate Content		Ea.	**1**	**$ 88.99**	**$ 88.99**
	12. Determination of Soil pH		Ea.			**$ -**
	13. Lime Series Testing (5 Pt.)		Ea.			**$ -**
	Project Sub-Total (Geo Field and Lab)					**$ 6,445.93**

Quintanilla, Headley and Associates, Inc.
Survey Services for L&G Engineering

ATTACHMENT D-2
SH365 OUTFALLS & OFF-SITE DRAINAGE IMPROVEMENTS
FEE SCHEDULE/BUDGET
FC150 FIELD SURVEYING & PHOTOGRAMMETRY

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Right of Entry	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
L&G OUTFALL #1														
Field Work		4	6							80		90		$ 13,390.00
Office Work / Delivery Preparation	3	4		20	10							37		$ 3,185.00
Right of Entry							1					1		$ 500.00
Subtotal	**3**	**8**	**6**	**20**	**10**	**0**	**1**	**0**	**0**	**80**	**0**	**128**		**$ 17,075.00**
L&G OUTFALL #2														
Field Work		3	6							60		69		$ 10,200.00
Office Work / Delivery Preparation	2	3		15	8							28		$ 2,366.25
Right of Entry							1							$ 500.00
Subtotal	**2**	**6**	**6**	**15**	**8**	**0**	**1**	**0**	**0**	**60**	**0**	**97**		**$ 13,066.25**
L&G OUTFALL #3														
Field Work		8	20							160		188		$ 27,620.00
Office Work / Delivery Preparation	3	8		40	30							81		$ 6,320.00
Right of Entry							1							$ 500.00
Subtotal	**3**	**16**	**20**	**40**	**30**	**0**	**1**	**0**	**0**	**160**	**0**	**269**		**$ 34,440.00**
L&G OUTFALL #4														
Field Work		3	8							44		55		$ 7,990.00
Office Work / Delivery Preparation	1	2		8	8							19		$ 1,520.00
Right of Entry							1							$ 500.00
Subtotal	**1**	**5**	**8**	**8**	**8**	**0**	**1**	**0**	**0**	**44**	**0**	**74**		**$ 10,010.00**

GRAND TOTAL = $ 74,591.25

AI -60447 **19.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Lora Briones

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of 2017 Budget Amendment in the amount $635,679.91 needed for Capital Project Fund 130 RMA Roadway System Offsite Drainage Improvement Project Hidalgo County Precinct 2 & 3.

BACKGROUND

Fiscal Impact

Attachments

Budget amendment RMA

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Alvaro Chuc Started On: 06/23/2017 11:59 AM

Final Approval Date: 06/23/2017

DATE **6/27/2017**
DEPARTMENT HEAD Raúl E. Sesin, P.E., CFM
DEPARTMENT NAME Hidalgo County Drainage Distrirct
ACCOUNT NUMBER **17-130-330-201-33050-000-000 & 17-130-433-201-43340**

Capital Project Fund 130

SUBJECT: **Budget Amendment**

In Accordance with Water Code, Chapter 49
HIDALGO CONTY DRAINAGE DISTRICT #1 BOARD OF DIRECTORS

I would like to request the following amendments (increases) to my departmental budget in accordance with Water Code, Chapter 49

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
17-130-330-201-33050-000-000	Intergovernmental Revenues RMA Roadway System Offsite	$ 635,679.91
17-130-433-201-43340-000-000	Engineering & Architectural	$ 635,679.91
	TOTAL BUDGET INCREASE REQUEST	$ -

REASON: Budget Amendment needed to setup RMA Roadway System Offsite Drainage Improvement Project Hidalgo County Precinct 2 & 3 Budget

Department Head **Board Of Directors**

DATE **DATE**

AI -60432 **20.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., legal notice, specifications, draft contract etc.,) as attached hereto for: Hidalgo County Drainage District No. 1 -RFB No. HCDD1-17-041-07-19 Sale, Removal and Hauling of Fill Dirt/Loose Materials from South Main Drain, East of FM493, including the re-advertisement of project in the event bids are rejected or no bids are received & project is still required.

BACKGROUND

PROCUREMENT SCHEDULE:
Projected Advertisements:
1st Ad..... 07-01-17
2nd Ad..... 07-08-17
Bid Openings: 07-19-17

Fiscal Impact

Attachments

Procurement Packet HCDD1-17-041

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Moises Salazar Started On: 06/23/2017 09:54 AM

Final Approval Date: 06/23/2017

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

July 03, 2017

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids- "Sale, Removal and Hauling of Fill Dirt/Loose Materials From South Main Drain East of Fm493"
Bid No.: HCDD1-17-041-07-19

To Whom It May Concern:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Drainage District No. 1 welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call Hidalgo County Drainage District No. 1 Office at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1

Moises Salazar, Procurement Manager

902 N. Doolittle Road • Edinburg, Texas 78542 | Office 956 292.7080 • Fax 956 292.7089
www.hcdd1.org

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN EAST OF FM493"

RFB NO.: HCDD1-17-041-07-19

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Bid Letter	1
2.	Request for Bid Legal Notice	8
3.	Exhibit A Specifications/Requirements	2
4.	Exhibit B Bid Page	2
5.	Exhibit C Insurance Requirements	4
6.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
7.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement **(For Information Only)**	3
8.	Exhibit E –Proposers Afidavit of Non-Collusion	1
9.	Vendor/Bidder Application and W-09 form(s)	6
10.	Certification Regarding Debarment	1
11.	Draft Contract	4
12.	Form HB 1295 **(For Information Only)** -Before the award of contract notarized HB 1295 must be submitted to Hidalgo County Drainage District No. 1. Form is to be filed online at www.ethics.state.tx.us/index.html .	1
13.	Submittal Check list	1

The above mentioned items shall be found in this Request for Bid-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Hidalgo County Drainage District No. 1 by calling (956) 292-7080 or via e-mail to moises.salazar@hcdd1.org , to advise us of the missing documentation, and Hidalgo County Drainage District No. 1 will forward information either through e-mail, facsimile, or by U.S. Mail.

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN, EAST OF FM493"

BID OPENING DATE:
JULY 19, 2017

RFB NO.: HCDD1-17-041-07-19

Contact Person:

Moises Salazar, Procurement Manager
Hidalgo County Drainage District No. 1
Address: 902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

Form HCDD1-03

1. Sealed bids will be received for **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- "SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN, EAST OF FM493"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Drainage District No. 1 ("District"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package**: RFB NO.: HCDD1-17-041-07-19 - HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN, EAST OF FM493"** and at Hidalgo County Drainage District No. 1 with a physical/mailing address: 902 N. Doolittle Rd., Edinburg, Texas 78542, **on or before 9:30 A.M., WEDNESDAY, July 19, 2017.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- RFB NO.: HCDD1-17-041-07-19 "SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN, EAST OF FM493"**

   Hidalgo County Drainage District No. 1 reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County Drainage District No. 1.

3. Hidalgo County Drainage District No. 1 reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the elevation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the District determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Drainage District No. 1. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Drainage District No. 1 from all obligations to the contracting party with regard to the item(s) in question. In such event, the District may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a District owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Drainage District No. 1. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Chairman of the Board or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as part of their bid.

10. The District reserves the right to accept or reject any or all bids.

11. Cost are to be net F.O.B., District Prepaid.

12. The District is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the District budget for this fiscal year only. The District, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of the District are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the District which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Drainage District No. 1 Office in order to establish an account with the District. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery of goods and services must be given to Moises Salazar, Procurement Manager before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
(956) 292-7080

16. <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **HIDALGO COUNTY DRAINAGE DISTRICT NO.1- "SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN, EAST OF FM493"**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Purchase Order and Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**July 19, 2017**
Award of Contract	**, 2017**
Commence Work or Deliver Products	**, 2017**

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgement stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the District for the full amount of the contract, if that contract exceeds $50,000.
- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the District, and, if applicable, the receipt by the District of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the District, or for any elected official, department head or employee or former elected official, department head or

employee of the District, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the District.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the District, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Drainage District No. 1 ("the District") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the District. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County Drainage District No. 1 for the sale or purchase of property, goods or services. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Drainage District No. 1 are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78589- Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

- **FORM CIS (Exhibit D-1 -LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.**

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these

requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the District before the District may enter into a contract with the business entity. Once contract is awarded, in box 3 of Form 1295, you will provide the awarded contract number. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7080 or via email to moises.salazar@hcdd1.org . Hidalgo County Drainage District No. 1 cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

http://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. If, during the life of any contract or bid awarded, the successful bidder's net price generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the District.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to the District that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to the District, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State Law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of the District, including, but not limited to, benefits associated with the District's civil service system.

26. Any contract award to a successful bidder will be in effect until **(a)** the contract expires, **(b)** delivery and acceptance of products, and/or performance of service ordered, or **(c)** terminated by the District with thirty day's written notice prior to cancellation.

27. The District reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the District in the event of breach or default by successful bidder; the District reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless to the District and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within the District premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such District facilities. Successful bidder shall pay any judgment with costs which may be obtained against the District growing out of such injury or damages, and shall, upon request, provide a defense to the District by counsel reasonably acceptable to the District. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in materials, workmanship and the like. Items supplied under a contract pursuant to this Request for Bid shall be subject to the District's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to the District. Items not picked up within one (1) week after notification shall be deemed a donation to the District and may be used or disposed of at the District's discretion and without waiver of any other rights of the District as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County Drainage District No. 1, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of the District.

32. Respondents must provide all documentation requested with this (RFB)-Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as noncomforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN, EAST OF FM493"
BID NO.: HCDD1-17-041-07-19

To: Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
902 N. Doolittle
Edinburg, Texas 78542

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Drainage District No. 1 for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all the pages of the documents referenced in the Invitations to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN EAST OF FM493"
BID No.: HCDD1-17-041-07-19

The following are the minimum specifications for:

PROJECT OVERVIEW:
Hidalgo County Drainage District No. 1 is in the process of excavating on the following location:

1. BASE: South Main Drain East of FM493 (Right of Way) resulting approximately 44,764 Cubic Yards of Fill Dirt/Loose Material.
2. ALTERNATE 1: South Main Drain East of FM493 (Easement) resulting approximately 134,296 Cubic Yards of Fill Dirt/Loose Material.

(REFER TO ATTACHED MAP FOR PHYSICAL LOCATIONS)

Qualified participants must currently possess all licenses, permits and any other applicable requirements before entering said premises for the removal and hauling of excavated soil.

Hidalgo County Drainage District No. 1 will load excavated soil on awarded participant's trucks.

Award of bid will be to participant submitting the best bid, meeting all requirements, on a "Per Cubic Yard" bid price payable to Hidalgo County Drainage District No. 1

Term of Contract will be until project completion of excavated soil on identified as per attachment and as described below:

1. **Bid price:** must be on a per cubic yard basis **payable to** Hidalgo County Drainage District No. 1.

2. **Bidder(s):** will be responsible for providing equipment for hauling soil necessary for project.

3. **Bid Award:** Bid award will be to the best bid meeting all requirements. Hidalgo County Drainage District No. 1 reserves the right to: **A**. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B**. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the best bid for approval; and **C**. award the bid to one bidder or to multiple bidders if the Drainage District determines it is in its best interest to do so.

4. **Contract Terms:** will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Drainage District No. 1 upon bid award.

5. Hidalgo County Drainage District No. 1 reserves the right to award the bid to one bidder or multiple bidders if the Hidalgo County Drainage District No. 1 determines it is in its best interest to do so.

6. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County Drainage District No. 1 for the retention of subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage as outlined in Exhibit "C".

7. Equipment: requesting a minimum of Six (6) Tandem Trucks available for proposed by to Hidalgo County Drainage District No. 1. Please note the make, year, model on Exhibit "D"

8. Time of completion for project will be in accordance to the work performance, excavation and scheduling as coordinated by Hidalgo County Drainage District No. 1; proposed soil must be hauled out as per scheduling in accordance with project Director.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of this bid shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be in writing, addressed to, Moises Salazar, Procurement Manager, 902 N. Doolittle Rd, Edinburg, Texas 78542. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7088, OR VIA E-MAIL to moises.salazar@hcdd1.org . NO LATER THAN, Wednesday, July 12, 2017 by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, July 14, 2017 no later than 5:00 P.M.

Exhibit "B"

BID PAGE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN EAST OF FM493"

BID NO.: HCDD1-17-041-07-19

LOCATION	DESCRIPTION OF SOIL	UNIT PRICE (PER CUBIC YARD)	APPROXIMATE QUANTITY	TOTAL BID PRICE (PAYABLE TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1)
BASE BID: -SOUTH MAIN DRAIN EAST OF FM493 (Right of Way)	Fill Dirt	44,764 **Cubic Yards**	37,600 **Cubic Yards**	$_____
ALTERNATE 1: -SOUTH MAIN DRAIN EAST OF FM493 (Easement)	Fill Dirt	134,296 **Cubic Yards**	37,600 **Cubic Yards**	$_____

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

CONTINUATION OF BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to pay the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE/ FAX NO'S:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and/ or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401 et. Seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the District's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the District

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to the next lowest bidder. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Others: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Drainage District No. 1 and proceed to complete the project in a timely manner.

*Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____	_____
Authorized Signature	Date
_____	_____
Company	Date
_____	_____
Address	Date
_____	_____
City, State, Zip	Date

EXHIBIT “D”

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT “D-1”

CIS Form

(for information only)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County Drainage District No. 1 or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the District's Board of Directors between proposal submission date and award by the Hidalgo County Drainage District Board of Directors.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County Drainage District No. 1 except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20____.

_____

Notary Public

My commission expires:_____, 20____.

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

VENDOR NO.: _____ ENTRY DATE: _____

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Drainage District No.1.

Company Name: **Telephone No. ( )**

Mailing Address: **Fax No. ( )**

City, State, Zip: **Tax I.D. No.:**

Remit to Address: **City, State, Zip:**

Representative(s) Name(s) & Title(s):

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation

_____ L.L.C. _____ Other, Specify_____

Federal Identification No. or (if individual) SS No.: _____

State of Incorporation: _____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker

_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: _____

_____

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been certified as a HUB or an MBE/WBE source: ❒Yes ❒ No

If yes, by whom: ❒ State General Services Commission ❒ Other

Indicate Certification No(s)._____ Or Are Certificate(s) Attached: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?
_____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ❒ State General Services Commission ❒ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ❒ State General Services Commission ❒ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $ _____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ❒ State General Services Commission ❒ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C- HCDD1-17-____-____-____

THIS CONTRACT is made and entered into this ___ day of_____, by and between Hidalgo County Drainage District No.1 of Hidalgo, Texas ("Drainage District"), and _____ Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Sale, Removal and Hauling of Fill Dirt/Loose Materials from South Main Drain East of FM493"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Board Of Directors of the Hidalgo County Drainage District No.1 awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Hidalgo County Drainage District No.1 and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Drainage District No. 1**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Drainage District No. 1** following a request for Services by the **Manager** or

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his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of the Hidalgo County Drainage District No.1 for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Hidalgo County Drainage District No.1 agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Drainage District as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Drainage District certificates of such insurance coverage.

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8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless Drainage District, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Drainage District arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Drainage District has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to Drainage District: **Hidalgo County Drainage District No.1**
Attn: Manager
902 N. Doolittle
Edinburg, Texas 78542

If to Company:

13. In case 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.

14. This Agreement may be terminated by either party without cause upon thirty (30) days

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written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2014.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: _____
Ramon Garcia, Chairman of the Board

Company: _____

By: _____

Printed Name: _____

Title: _____

Approved by Board of Directors on: _____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez LLC

By: _____ Date: _____

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Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file online at www.ethics.state.tx.us/File

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____ , to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR BIDS

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SOUTH MAIN DRAIN EAST OF FM493"

RFB No.: HCDD1-17-041-07-19

All forms listed below must be included in the RFB response.

Indicate with a check mark (√) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" -BID PAGE

_____ Exhibit "C" Acknowledgement forms (page 3 and 4)

_____ Exhibit "D-1" CIQ Form- Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, One (1) Copy containing a complete response.

AI -60453 **21.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series - Delta Regional Water Management Project.
A. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) with L & G Engineering, Contract No. C-HCDD1-17-014-06-27 for the development of the Delta Water Management Project [as approved for negotiations on BOD meeting of 02-21-2017]

B. Acceptance and approval of Work Authorization No.1 (with an estimated cost of $1,120,598.98) as submitted by L & G Engineering to provide management / administration and preliminary project planning and development (preliminary schematics and survey for two reservoirs and overall hydrologic mapping) services.

C. Pursuant to current contract with L & G Consulting Engineering Inc., (Article 14) a request by engineer to permit the subcontracting of the following for Work Authorization #1:

1. S & B Infrastructure, Ltd.
2. B2Z Engineering, L.L.C.
3. Garza and Gonzalez, P.L.L.C.
4. ROW Surveying Services, L.L.C.
5. STRADA Engineering

D. Acceptance and approval of Work Authorization No.2 (with an estimated cost of $ 560,602.32) as submitted to L & G Engineering to provide management / administration and preliminary project planning and development (environmental investigation, document preparation and public involvement) services.

E. Pursuant to current contract with L & G Consulting Engineering Inc., (Article 14) a request by engineer to permit the subcontracting of the following for Work

Authorization #2:

1. CSR Environmental and Consulting, L.L.C.
2. AmaTerra Environmental, Inc.

BACKGROUND

Fiscal Impact

Attachments

L & G Delta Contract
L & G WA#1 - Delta
L & G Subs for WA#1
L & G WA#2 - Delta
L & G Subs for WA#2

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Salinas	06/23/2017 06:14 PM
Form Started By: Lora Briones		Started On: 06/23/2017 01:39 PM
Final Approval Date: 06/23/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

Contract No.: C-HCDD1-17-014-06-27

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1**, acting herein by and through the BOARD OF DIRECTORS, hereinafter called the **"Owner"**, and L&G Consulting Engineers, Inc., Professional Engineers, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering and related services required specific to the development of the ***"Delta Regional Water Management Project"***, hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ), and

WHEREAS, Owner has selected the **Engineer** to provide Management and Professional Engineering Services within Hidalgo County Drainage District No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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 professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

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

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

2.2 Engineer's Services. For this Agreement, the professional services to be provided by the **Engineer** are more particularly identified in **EXHIBIT "B"**, attached hereto and made part 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 only proceed with the work as authorized through Article 7 herein.

3.1 Termination Date. This Agreement is for a period of **5 years**, commencing, **June 27, 2017,** expiring, **June 27, 2022** or *upon completion of the scope of any executed work authorizations, whichever is later* (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 ninety (90) 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 ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and

breakdown of the **Services Fee** is more particularly identified in each work authorization issued and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provide by the **Engineer** as ***Special Services*** are set forth below. 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.

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

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

ARTICLE 6. Method of Payment.

6.1 Requests for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter

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

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

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

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

precedent exist: 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;

(1) 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.

(2) 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;**

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

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage

of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

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

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

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

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

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

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

ARTICLE 14. Subcontracting and Assignment.

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

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

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

free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

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

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

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

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

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

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

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

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

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement 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 engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its 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 owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

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

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

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

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

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

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed 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 (***Hidalgo County* 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 completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County 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	**L&G Consulting Engineers, Inc.**
Attn: District Manager	**Attn: Jacinto Garza, PE**
902 N. Doolittle Rd.	**2100 W. Expressway 83**
Edinburg, TX 78542	**Mercedes, TX 78570**

The Address may be changed by either party by written notice and notice 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.

ARTICLE 31. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

ARTICLE 32. Immunities. Nothing in this agreement is intended to and Owner does not hereby waive, release or relinquish any right to assert any of the defenses Owner enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Owner as to any claim or action of any person, entity, or individual against Owner.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2017.**

ENGINEER:

By:_____

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

Approved by the Board of Directors on: _____, 2017.

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

By:_____
Stephen L. Crain

ATTACHMENTS:

EXHIBIT A-1 -RFQ Procurement Packet
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance

EXHIBIT A-1
REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

EXHIBIT A
SERVICES TO BE PROVIDED BY THE OWNER

The following provides a general outline of the services to be provided by the Owner in the development of Project. Additional / detailed services may be identified and defined in each work authorization as required.

In general, the Owner will provide to the Engineer the following:

1. Provide the authorization to proceed with services through coordination with the Engineer.
2. Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 6 of this Agreement.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer 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 Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
6. Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall provide all services associated with the development of the ***Delta Regional Water Management Project***. Authorized services shall be issued through Work Authorizations in accordance with Article 7 of the Agreement.

The ***Delta Regional Water Management Project*** is a project located within the watersheds of Hidalgo County Drainage District No. 1's (HCDD1) North Main Drain, Main Floodwater Channel, and associated laterals. The primary goals of the Project include providing storm water management during flooding events and providing a process to reclaim water for an additional source of raw water.

The following is a general outline of services associated with this Contract (detailed services will be further defined in issued Work Authorizations):

Management / Administration – *to include, but not be limited to:*

(1) Program Management, Coordination, and Administration (Overall management, progress reports / invoicing, recordkeeping and file management, progress / status meetings, etc.)

(2) Project Work Plan

(3) Project Development Schedule

(4) Project Cost Estimates (for Total Installed Costs)

(5) Quality Control / Quality Assurance Program

(6) Legal – Identification of legal responsibilities and requirements, legal consultants, etc.

(7) Funding Sources – Liaison, Application Coordination and Preparation

(8) Entity / Agency Coordination – local, state, federal

(9) Subcontract Administration

(10) Capital Improvement Program (CIP)

(11) Manual Preparation (Administrative, Design, Construction, Maintenance)

Preliminary Project Planning & Development – *to include, but not be limited to:*

(1) Data Collection

(2) Preliminary Engineering – Alternatives Analysis, Schematics, Feasibility Studies, Benefit-Costs, Hydrology & Hydraulics, Water Demand & Supply, Preliminary Engineering and Technical Reports, Water Rate Studies, Facilities, etc.

(3) Utility Investigations

(4) Environmental Investigations, Document Preparation & Public Involvement

(5) Preliminary Geotechnical

(6) Preliminary Field Survey

(7) Other Technical Support

Final Design – *to include, but not be limited to:*

(1) Engineering Design / Reports

(2) Detailed Drawings and Plans
(3) Technical Specifications
(4) Design Field Survey
(5) Utilities
(6) Final Geotechnical Investigations, Recommendations, and Reports
(7) Permitting
(8) Right-of-Way Administration, Mapping, and Documents
(9) Other Technical Support

Construction Phased Services – *to include, but not be limited to:*

(1) Bid Document Preparation
(2) Bid Phase Support / Assistance
(3) Project Engineering / Inspection During Construction
(4) Construction Field Surveying
(5) Construction Materials Testing
(6) Shop Drawing Review
(7) Control of Materials & Equipment
(8) Engineering Data / Preparation for Change Orders
(9) Final Acceptance – Performance Testing
(10) Final Acceptance – As-Built Drawings

EXHIBIT C
WORK SCHEDULE

A detailed work schedule for each Work Authorization, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the Engineer to be submitted and approved at the Kick-off Meeting for each Work Authorization. The work schedule will provide a specific work sequence and definite review times by the Owner and the Engineer of the work performed.

The Engineer will diligently pursue the completion of each Work Authorization as defined by the milestones and deliverable due dates outlined in each Work Authorization's associated work schedule.

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 work schedule

EXHIBIT D
ENGINEER'S CONTRACT RATES

L&G Consulting Engineers, Inc.

Audited Overhead Rate FY 2015

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 17	Contract Rate *FY 18
Senior Project Manager	$ 70.00	$ 198.10	$ 204.04
Engineer - Senior Engineer	$ 58.00	$ 164.14	$ 169.06
Senior Environmental Scientist / Specialist	$ 56.00	$ 158.48	$ 163.23
Engineer - Project Engineer	$ 45.00	$ 127.35	$ 131.17
Right-of-Way Administrator	$ 44.00	$ 124.52	$ 128.26
Geotechnical Engineer	$ 60.00	$ 169.80	$ 174.89
Engineering Lab Manager	$ 37.00	$ 104.71	$ 107.85
Right-of-Way Negotiator	$ 35.00	$ 99.05	$ 102.02
Senior Engineer Tech	$ 32.00	$ 90.56	$ 93.28
Senior Project Inspector	$ 28.00	$ 79.24	$ 81.62
Record Keeper	$ 27.00	$ 76.41	$ 78.70
Environmental Planner/Specialist	$ 28.00	$ 79.24	$ 81.62
Project Inspector	$ 22.00	$ 62.26	$ 64.13
CADD Operator / GIS Analyst	$ 22.00	$ 62.26	$ 64.13
Admin/Clerical	$ 20.00	$ 56.60	$ 58.30
Soil & Aggregate Technician	$ 18.00	$ 50.94	$ 52.47
Concrete Technician	$ 18.00	$ 50.94	$ 52.47
Asphalt Technician	$ 18.00	$ 50.94	$ 52.47

Negotiated Overhead Rate: 153.12%
Negotiated Profit Rate: 12.00%
Multiplier: 2.83

Contract Rates include labor, overhead and profit.

* Base Contract Rates FY 17 increase by 3% per FY (FY 18, etc.)

Other Direct Expenses:	Cost:
Lodging	$85/night
Meals	$36/day
Mileage	$0.54/mile
Car Rental	$75.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

JG Approved 03/17/2017
Page 1 of 4

EXHIBIT D, ENGINEER'S CONTRACT RATES, continued.

L&G Consulting Engineers, Inc.

CONTRACT RATES
GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	2017	2018
Mobilization (Drill Rig and Crew)	$454.91/Day	$468.56/Day
Stand-By Time	$200.01/Hr	$206.01/Hr
Texas Cone Penetration Test (Tex-132)	$5.72/Ea.	$5.89/Ea.
Soil Boring / Solid Stem	$32.01/Lf	$32.97/Lf
Soil Boring / Hollow Stem	$32.01/Lf	$32.97/Lf
Soil Boring / Mud Rotary	$32.01/Lf	$32.97/Lf
Mileage (Logger-Soil Tech)	$0.54/Mi.	$0.56/Mi.
Support Truck	$1.70/Mi.	$1.75/Mi.
Piezometer / Monitoring Well	**By Quote**	**By Quote**

Soil Testing	2017	2018
Moisture Content Determination - ASTM D2216/Tex-103-E	$10.87/Ea.	$11.20/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$54.74/Ea.	$56.38/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$54.97/Ea.	$56.62/Ea.
Atterberg Limits of Soils - ASTM D 4318/Tex-106-E	$82.05/Ea.	$84.51/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$68.46/Ea.	$70.51/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$98.63/Ea.	$101.59/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$68.46/Ea.	$70.51/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$492.30/Ea.	$507.07/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$533.95/Ea.	$549.97/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$218.97/Ea.	$225.54/Ea.
Standard Proctor - ASTM D 698	$211.99/Ea.	$218.35/Ea.
Standard Proctor Soil-Cement - ASTM D 558	$250.00/Ea.	$257.50/Ea.
Modified Proctor - ASTM D 1557	$218.88/Ea.	$225.45/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$24.63/Ea.	$25.37/Ea.
Compressive Strength Soil-Cement Cyl. – ASTM D 1633 (Method A)	$85.00/Ea.	$87.55/Ea.
Determination of Soil pH - Tex-128-E	$88.99/Ea.	$91.66/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$164.22/Ea.	$169.15/Ea.
Resistivity of Soils - Tex-129-E	$99.55/Ea.	$102.54/Ea.
Sulfate Content of Soils - Tex-145-E	$88.99/Ea.	$91.66/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$239.53/Ea.	$246.72/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$360.50/Ea.	$371.32/Ea.
Unconfined Compression-Soil - ASTM D 2166	$51.45/Ea.	$52.99/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$54.87/Ea.	$56.52/Ea.
Consolidation Test - ASTM D 2435	$537.16/Ea.	$553.27/Ea.
Organic Content – ASTM D 2974 (Method C)	$85.00/Ea.	$87.55/Ea.
Dispersive Charateristics of Soil (Double Hydrometer) – ASTM D4221	$150.00/Ea.	$154.50/Ea.
Dispersive Charateristics of Soil (Crumb Test) – ASTM D6572	$55.00/Ea.	$56.55/Ea.
Classification Of Dispersive Clay (Pinhole Test) – ASTM D4647	$150.00/Ea.	$154.50/Ea.

Coarse & Fine Aggregate Quality Testing	2017	2018
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$61.52/Ea.	$63.37/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$74.44/Ea.	$76.67/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$87.55/Ea.	$90.18/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$13.71/Ea.	$14.12/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$47.90/Ea.	$49.34/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$47.90/Ea.	$49.34/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$47.90/Ea.	$49.34/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$47.90/Ea.	$49.34/Ea.

JG Approved 03/17/2017

EXHIBIT D, ENGINEER'S CONTRACT RATES, continued.

L&G Consulting Engineers, Inc.

CONTRACT RATES

Coarse & Fine Aggregate Quality Testing (cont.)	2017	2018
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$75.18/Ea.	$77.44/Ea.
L.A. Abrasion - ASTM C131/ Tex-410-A	$581.49/Ea.	$598.93/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$581.49/Ea.	$598.93/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$68.46/Ea.	$70.51/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$13.65/Ea.	$14.06/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)		
Sand Equivalent - ASTM D 2419/Tex-203-F	$75.18/Ea.	$77.44/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$82.06/Ea.	$84.52/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$47.90/Ea.	$49.34/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$16.43/Ea.	$16.92/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$61.80/Ea.	$63.65/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$82.40/Ea.	$84.87/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$88.99/Ea.	$91.66/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality	2017	2018
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$92.70/Ea.	$95.48/Ea.
Asphalt Content - Tex-236-F	$92.70/Ea.	$95.48/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$113.30/Ea.	$116.70/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$88.99/Ea.	$91.66/Ea.
Indirect Tensile Strength Test - Tex-226-F	$618.00/Ea.	$636.54/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$15.45/Ea.	$15.91/Ea.
Lab Molded Density - Tex-207-F	$82.40/Ea.	$84.87/Ea.
Hamburg Wheel Tracker - Tex-242-F	$927.00/Ea.	$954.81/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$68.46/Ea.	$70.51/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$91.10/Ea.	$93.83/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$75.23/Ea.	$77.49/Ea.
In-Place Air Voids - Tex-207-F	$25.75/Ea.	$26.52/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$92.70/Ea.	$95.48/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$239.45/Ea.	$246.63/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$41.06/Ea.	$42.29/Ea.
Segregation Profile - Tex-207-F (Part V)	$309.00/Ea.	$318.27/Ea.
Joint Density - Tex-207-F (Part VII)	$309.00/Ea.	$318.27/Ea.
Tack Coat Adhesion - Tex-243-F	$103.00/Ea.	$106.09/Ea.
Thermal Profile - Tex-244-F	$180.25/Ea.	$185.66/Ea.
Ride Quality - Tex-1001-S	**By Quote**	**By Quote**
Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	$513.02/Ea.	$528.41/Ea.

Concrete/Masonry Field & Laboratory Testing	2017	2018
Temperature Test (Fresh Mix Conc.) – ASTM C 1064/Tex-422-A	No Charge	No Charge
Slump Test - ASTM C 143/Tex-415-A	No Charge	No Charge
Air Content (Pressure Method) - ASTM C 231/Tex-416-A	$24.58/Ea.	$25.32/Ea.
Air Content (Volumetric) - ASTM C 173	$27.36/Ea.	$28.18/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	No Charge	No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	$12.36/Ea.	$12.73/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$16.40/Ea.	$16.89/Ea.
Casting of Grout Prisms - ASTM C 1019	No Charge	No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$34.23/Ea.	$35.26/Ea.
Casting of Mortar Cubes - ASTM C 780	No Charge	No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$33.45/Ea.	$34.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$239.38/Ea.	$246.56/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$239.38/Ea.	$246.56/Ea.

***(In Conjunction w/ Field Inspection)**

JG Approved 03/17/2017

EXHIBIT D, ENGINEER'S CONTRACT RATES, continued.

L&G Consulting Engineers, Inc.

CONTRACT RATES

Miscellaneous Testing		
Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.75/Ea.	$26.52/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$20.60/Ea.	$21.22/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.76/Ea.	$26.53/Ea.

Engineering Review, Evaluation, Management & Administration	2017	2018
Test Report	$24.30/Ea.	$25.03/Ea.

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

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

Expenses	2017	2018
Mileage.....	0.54/Mi.	0.56/Mi.

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

JG Approved 03/17/2017

Note: Sub-Consultant Rates will be negotiated at time of Work Authorization negotiation.

EXHIBIT E
WORK AUTHORIZATION FORM

HIDALGO COUNTY
Professional Engineering Services Agreement
Contract No.: C-HCDD1-17-014-06-27

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, action herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

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

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

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(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 _____, as to content and detail of this **Work Authorization No. ____.**

NAME:

By: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No. 1 Board of Directors on _____(approval date)_____ as indicated below and effective as of _____ day of _____, 201_____.

THE ENGINEER:

By:_____

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

EXHIBIT F
SUPPLEMENTAL AGREEMENT FORM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through the BOARD OF DIRECTORS, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ _____ **20**_____ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes_____ _____; and,

WHEREAS, it has become necessary to amend the Agreement to_____ _____

AGREEMENT

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

1. Paragraph ___ of the **Agreement**, (paragraph title), is revised to
_____
_____

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

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

THE ENGINEER:

BY:_____

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

LIST OF ATTACHMENTS
(as required)

EXHIBIT G
CERTIFICATE OF INSURANCE

L&GCO-1 OP ID: KL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2016

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Timothy Cabaza	CONTACT NAME: Jannet Castaneda PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: jcastaneda@swkins.com
INSURED L&G Consulting Engineers, Inc dba L&G Engineering 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United Fire Lloyds — 43559 INSURER B : Texas Mutual Insurance Co. — 22945 INSURER C : Certain Undw. at Lloyds INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			85321487	07/19/2016	07/19/2017	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
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			85321487	07/19/2016	07/19/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			85321487	07/19/2016	07/19/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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		0001390560	07/19/2016	07/19/2017	X PER STATUTE 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 Liab			BIND64440113	07/19/2016	07/19/2017	Limit	2,000,000

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

Additional Insured per written contract per form #CG70870215 Primary & Non Contributory per form CG20010413 & IL71051014; Waiver of Transfer Rights per form CG24040509; Auto: Additional Insured & Waiver of Subrogation per form CA71090105; Primary & Non Contributory per form CA73340915; Worker Comp: Waiver of Subrogation Form WC420304B

CERTIFICATE HOLDER

HIDALDR

Hidalgo County Drainage
District No. 1
902 N. Doolittle
Edinburg, TX 78541

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

Cynthia Cabaza

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PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Contract No.: C-HCDD1-17-014-06-27

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement made by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter called the "Owner", and L&G Consulting Engineers, Inc., hereinafter called the "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to **provide management / administration and preliminary project planning and development (preliminary schematics and survey (2 reservoirs), and overall hydrologic mapping) services**. The services to be provided by the Owner are identified in EXHIBIT "A" –Services to be Provided by the Owner attached hereto. The services to be provided by the Engineer is identified in EXHIBIT "B" –Services to be Provided by the Engineer attached hereto.

PART 2. FEE PROPOSAL

The fees for services are as follows:

Task 1 (excluding 1.h), Task 2, and Direct Expenses (Lump Sum)	$1,045,598.98
Task 1.h (Unit Cost (Hourly Rate))	$ 75,000.00
	==========
Total:	**$1,120,598.98**

This fee is outlined in detail in the Fee Proposal attached hereto as EXHIBIT "C".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with terms and conditions of the Agreement.

PART 4. FUNDING

This Work Authorization 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 L&G Consulting Engineers, Inc. as to content and detail of this Work Authorization:

BY: _____
Jacinto Garza, President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No. 1 and L&G Consulting Engineers, Inc. as indicated below and effective as of the 27th day of June 2017.

THE ENGINEER:

L&G Consulting Engineers, Inc.

By: Jacinto Garza, President

THE OWNER:

Hidalgo County Drainage District No. 1

By: Ramon Garcia, Chairman

Approved as to Form:

Atlas, Hall & Rodriguez, LLP

By: Stephen Crain

Attachments:

EXHIBIT "A" – Services to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Fee Proposal

EXHIBIT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner**:

The **Owner** will provide to the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of the Agreement.

(2) Payment for work performed by the **Engineer**, and accepted by the **Owner** in accordance with Article 5 and Article 6, both 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.

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

EXHIBIT "B"
Services to be Provided by the Engineer

The Engineer under this work authorization will provide **management / administration and preliminary project planning and development services.**

1. **Management / Coordination:**

   a. **Project Management, Coordination, and Administration.**

      (1) **Overall Management.** The **Engineer** will manage all activities associated with the Project, including coordination and preparation for meetings, as well as subcontract administration and monitoring. Formal meetings shall occur on a monthly basis with the Owner. The Engineer will prepare all agenda, meeting presentations and exhibits, and provide meeting notes within 5 days of each meeting.

      (2) **Progress Reports and Invoices.** The **Engineer** will prepare monthly progress reports for work completed during the period and prepare invoices in accordance with specified **Owner** criteria.

      (3) **Record Keeping and File Management.** The **Engineer** will maintain project records and files in accordance with **Owner** document retention policies and manage data and transfer files for required elements of the Project.

   b. **Project Work Plan.** The **Engineer** will create a manual that includes policy and procedures for developing the project and act as the **Work Plan** for the **Project Team**. The **Work Plan** will incorporate all requirements of industry-standards and agency regulations and policies. The **Work Plan** will be approved by the **Owner**, and then distributed to the **Owner** and each **Project Team** member for the purpose of coordination and consistency in **Project** development. The **Work Plan** will be monitored and maintained by the **Engineer**; updates will be distributed to the **Owner** and each **Project Team** member as work progresses throughout **Project** development. Items to be identified in the **Work Plan** will include, but not be limited to, the following:
      - Goals and mission of the **Project**
      - Identification of Stakeholders
      - Team Responsibilities
      - Contact List
      - Communication Policies and Procedures (chain of command, document formats, etc.)
      - Contract Administration Procedures (invoicing, recordkeeping, etc.)
      - Progress Report Procedures
      - Applicable federal, state, and local regulations
      - Coordination procedures with reviewing agencies (USACE, FEMA, County, State, etc.)
      - Project Development Schedule

   c. **Project Development Schedule**. The **Engineer** will initiate the preparation of the **Project Development Schedule**. This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer**, throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** shall secure resources necessary to produce the Project deliverables and meet the Project schedule. 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.

d. **Project Cost Estimate (for Total Installed Costs (TIC)).** The **Engineer** shall initiate the preparation of an estimate for the development of the **Project**. The estimate shall be monitored, verified and updated throughout the course of **Project** development.

e. **Quality Control / Quality Assurance (QC/QA).** The **Engineer** shall initiate the development of the quality control and quality assurance program for the **Project**.

f. **Capital Improvement Program (CIP).** The Engineer will initiate the preparation of the CIP by collecting and reviewing all pertinent data and information, including the funding sources, budget and budget processes of the Owner, and preparing the report template for the CIP.

g. **Coordination with State / Federal Agencies - Funding Sources.** The development and construction of the **Project** may be eligible for funding from outside sources. The **Engineer**'s responsibilities regarding funding sources will include the following:

   (1) ***Liaison.*** The Engineer will act as liaison for the **Owner** to applicable State and Federal resource agencies (i.e. Army Corps of Engineers, Federal Emergency Management Agency, US Fish and Wildlife Service, Texas Parks and Wildlife, etc.).

   (2) The **Engineer** will identify and develop a list of all funding sources for the **Project**.

   (3) The **Engineer** will prepare all required applications to funding sources.

   (4) The **Engineer** will coordinate with funding agencies.

h. **Legal.** The Engineer will provide services that include identification and facilitation of legal responsibilities with regards to water rights and water administration or any other related activity.

i. **Irrigation and Water Supply Districts Coordination.** The Engineer will perform outreach, negotiate and prepare interlocal agreements, and prepare presentations to affected irrigation districts and water supply districts.

2. Preliminary Project Planning & Development:

a. **Schematic Development.** The **Engineer** will prepare preliminary engineering schematics and preliminary engineering report for:

   (1) Delta Reservoir

   (2) Santa Cruz Reservoir (Edinburg Lake)

b. **Hydrologic Mapping.** The **Engineer** will prepare overall hydrologic mapping for the contributing watersheds and reservoirs (Santa Cruz, Carlton Barth, and Delta), etc.

c. **Survey.** The Engineer will perform the following surveys:

   (1) Right-of-Way (ROW) – prepare ROW Map, Parcel Descriptions (3 only), Metes & Bounds, and Title Report

   (2) Horizontal / Vertical Control –

      (a) Recover and verify Primary Control

      (b) Recover and verify Secondary Control

   (3) Design Survey / DTM Topography and Cross-Sections –

      (a) Cross-Sections

      (b) Aerial Imagery

      (c) Drainage Features

      (d) Utilities, including Subsurface Utility Engineering

EXHIBIT "C"
Fee Proposal
L&G Consulting Engineers, Inc. / Overall Fees

TASK		CLASSIFICATION / MANHOURS									Sub-Contract Amounts
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Senior Environmental Scientist	Environmental Specialist	Admin / Clerical	L&G TOTAL HOURS		
1a	Project Management, Coordination, and Administration (Overall mgmt, coord / meetings, progress reports, invoicing, recordkeeping, etc.) **(L&G)**	560	280		300	240	60	280	1720		
1g-1	Coordination w/State Agencies for Potential Funding Sources & Development of Funding Applications **(L&G)**	400	120						520		
1g-2	Coordination w/Federal Agencies for Potential Funding Sources & Development of Funding Applications **(L&G)**	400	120						520		
2a(1)	Schematic Development - Delta Reservoir **(L&G)**	100	140	200	1500				1940		
1a-g	Assistant PM Efforts, Project Work Plan, Schedule, Cost Estimates, Qc/QA Program, CIP **(S&B)**	(See Detailed Fee Proposal on Page 7 of 11)									$139,790.12
1h	Legal Responsibilities / Reporting **(G&G)**	This is a "Budgeting Number" to be Billed Hourly at $175/hr on an As-Needed Basis									$75,000.00
1i	Coordination w/All Affected Irrigation & Water Supply Districts (Outreach, Interlocal Agreements, Presentations, Etc.) **(SEC)**	(See Detailed Fee Proposal on Page 9 of 11)									$75,127.50
2a(2)	Schematic Development - Santa Cruz Reserior (Lake Edinburg) **(B2Z)**	(See Detailed Fee Proposal on Page 10 of 11)									$52,484.36
2a(1&2)	Schematic Development - Technical Support (2 reservoirs) **(S&B)**	(See Detailed Fee Proposal on Page 8 of 11)									$38,549.20
2b	Overall Hydrologic Mapping (Contributing Watershed - Santa Cruz, Carlton Barth, & Delta Res. etc.) **(B2Z)**	(See Detailed Fee Proposal on Page 10 of 11)									$45,032.80
2c	Boundary Survey and Design Survey at Delta Reservoir **(RSS)**	(See Detailed Fee Proposal on Page 11 of 11)									$34,276.00
	Subtotal Hours	**1460**	**660**	**200**	**1800**	**240**	**60**	**280**	**4700**		
Hourly Base Rate		$ 70.00	$ 58.00	$ 45.00	$ 32.00	$ 56.00	$ 28.00	$ 20.00			
Contract Rate FY2017		$ 198.10	$ 164.14	$ 127.35	$ 90.56	$ 158.48	$ 79.24	$ 56.60			
Total Labor Costs		**$ 289,226.00**	**$ 108,332.40**	**$ 25,470.00**	**$ 163,008.00**	**$ 38,035.20**	**$ 4,754.40**	**$ 15,848.00**	**$ 644,674.00**		**$460,259.98**

Project Team Cost Proposals - Sub Consultants	**Cost Proposal**	
S&B Infrastructure, Ltd. **(S&B)**	$178,339.32	(See Detailed Fee Proposal on Page 7&8 of 11)
B2Z Engineering, LLC **(B2Z)**	$97,517.16	(See Detailed Fee Proposal on Page 10 of 11)
Garza & Gonzales, P.L.L.C. **(G&G)**	$75,000.00	(To be billed hourly, as needed at $175 / hour)
ROW Surveying Services, LLC **(RSS)**	$34,276.00	(See Detailed Fee Proposal on Page 11 of 11)
STRADA Engineering & Consulting, LLC (SEC)	$75,127.50	(See Detailed Fee Proposal on Page 9 of 11)
Sub Consultants Grand Total	**$460,259.98**	

L&G Direct Expenses	**Cost Proposal**
Mileage (1,000 miles at .54 per mile)	**$ 540.00**
8.5 X 11 Copies (i.e. ROE Forms, Correspondence w/ Fed Agencies/Land Owners/County/Cities (Estimated at 2,000 sheets)	**$ 2,000.00**
11 X 17 Copies (i.e. Various Applications and Exhibits (Estimated at 750 sheets)	**$ 1,125.00**
Travel (Estimated at 4 Trips to Austin)	**$ 12,000.00**
L&G Direct Expense Grand Total	**$ 15,665.00**

Grand Total $ 1,120,598.98

TASK CODE		DESCRIPTION	FIRM	MAN-HOURS											ESTIMATED FEE	TOTALS
				Princ / Program Mgr	Project Mgr	Struct Engr	Hydra / Civil Engr / MEP	Engr Asst	Env Scientst	RPLS	2-Man Survey Crew	CADD / GIS Tech	Secretary	TOTAL		
LABOR																
1. Management / Coordination Support																
	a.	Assist / attend meetings, progress reports, invoicing, recordkeeping, etc.	S & B		120			12				24	12	168	$32,490.48	
	b.,e.	Project Work Plan (Development)	S & B		40			20					8	68	$12,555.44	
	c.	Project Development Schedule (Development)	S & B		40			20						60	$12,050.00	
	d.	Project Cost Estimate (Total Installed Costs - Development, 1 Update)	S & B		20		40	40						100	$18,487.00	
	f.	Capital Improvement Programming (CIP) (Development)	S & B		20		20	20						60	$11,576.80	
	g;	Funding Strategy Report	S & B		40		80	20					8	148	$29,329.04	
	g.	Technical Support for Financial Analysis	S & B		20		60	20					12	112	$20,721.76	
		Sub Total (Project Managment)		**0**	**300**	**0**	**200**	**152**	**0**	**0**	**0**	**24**	**40**	**716**		**$137,210.52**
		Sub Total (LABOR)		**0**	**300**	**0**	**200**	**152**	**0**	**0**	**0**	**24**	**40**	**716**		**$137,210.52**
		Total Hours	MULTIPLIER	0	300	0	200	152	0	0	0	24	40	**716**		
		CONTRACT RATES: ($/MAN-HOUR)	3.6458	346.35	233.33	175.22	209.67	135.84	194.98	175.00	145.83	87.61	63.18			
		BASE RATES: ($/MAN-HOUR)		95.00	64.00	48.06	57.51	37.26	53.48	48.00	40.00	24.03	17.33			
NON LABOR																
		Travel, repro, miscellaneous													$2,579.60	
		Sub Total (NON-LABOR)														**$2,579.60**
															WORK AUTHORIZATION TOTAL	**$139,790.12**

EXHIBIT "C", Fee Proposal, continued.
Sub-Consultant: S&B Infrastructure, Ltd. (2 of 2)

TASK CODE	DESCRIPTION	FIRM	MAN-HOURS											ESTIMATED FEE	TOTALS
			Princ / Program Mgr	Project Mgr	Struct Engr	Hydra / Civil Engr / MEP	Engr Asst	Env Scientst	RPLS	2-Man Survey Crew	CADD / GIS Tech	Secretary	TOTAL		
LABOR															
2. Preliminary Project Planning & Development															
	a. Technical Support for Schematic Development (2 locations) / PER.	S & B		40		80	40				80		240	$38,549.20	
	Total (LABOR)		0	40	0	80	40	0	0	0	80	0	240		$38,549.20
	Total Hours	MULTIPLIER	0	40	0	80	40	0	0	0	80	0	240		
	CONTRACT RATES: ($/MAN-HOUR)	3.6458	346.35	233.33	175.22	209.67	135.84	194.98	175.00	145.83	87.61	63.18			
	BASE RATES: ($/MAN-HOUR)		95.00	64.00	48.06	57.51	37.26	53.48	48.00	40.00	24.03	17.33			
													WORK AUTHORIZATION TOTAL		$38,549.20

EXHIBIT "C", Fee Proposal, continued.
Sub-Consultant: STRADA Engineering & Consulting, LLC

1.i. Irrigation & Water Supply District Coordination Tasks		CLASSIFICATION / MANHOURS				
		Project Manager	Project Engineer	Designer	Admin / Clerical	Total Hours
a.	Coordination - Prj Meetings Irrigation & Water Supply	12	60		24	96
b.	Development of Interlocal Agreements	40	40		24	104
c.	Participation in Meetings with Local, State, Federal Agencies	60	80	40	48	228
d.	Cost Estimate Preparation Support	40	40	30	24	134
	Subtotal Hours	152	220	70	120	562
	Contract Rate	$ 198.75	$ 145.75	$ 92.75	$ 53.00	
	Total Fee	**$ 30,210.00**	**$ 32,065.00**	**$ 6,492.50**	**$ 6,360.00**	**$ 75,127.50**

EXHIBIT "C", Fee Proposal, continued.
Sub-Consultant: B2Z Engineering, LLC

Schematic Development / Overall Hydrologic Mapping Tasks		CLASSIFICATION / MANHOURS						
		Senior Project Manager	Senior Engineer	Project Engineer	GIS / Senior Engineering Technician	Admin / Clerical	B2Z Total Hours	Sub-Total Amounts
2.a	Schematic Development - Santa Cruz Reservoir (Edinburg Lake)	24	40	120	244		428	$52,484.36
2.b	Overall Hydrologic Mapping (Contributing Watershed, Santa Cruz Res., Carlton Barth Res., Delta Res., etc.)	30	40	80	200	18	368	$45,032.80
	Subtotal Hours	**54**	**80**	**200**	**444**	**18**	**796**	
	Hourly Base Rate	$ 68.00	$ 57.00	$ 45.00	$ 31.00	$ 20.00		
	Contract Rate FY 2017	$ 211.48	$ 177.27	$ 139.95	$ 96.41	$ 62.20		
	Total Fee	**$ 11,419.92**	**$ 14,181.60**	**$ 27,990.00**	**$ 42,806.04**	**$ 1,119.60**		**$97,517.16**

EXHIBIT "C", Fee Proposal, continued.
ROW Surveying Services, LLC

	2.c Survey Tasks	CLASSIFICATION / MANHOURS								RSS Total Hours	Sub-Total Amounts
		Survey PM	RPLS	Survey Technician	4-Man Survey Crew	3-Man Survey Crew	2-Man Survey Crew	Admin / Clerical	Subsurface Utility (Units)		
		3 parcels @ $3500 / parcel									
(1)	ROW Map, Parcel Descrip, M&B, Title Reports									0	$10,500.00
(2)(a)	Horizontal / Vertical Control - Primary		2	2		4				8	$1,034.00
(2)(b)	Horizontal / Vertical Control - Secondary		2	2		4				8	$1,034.00
(3)	Design Survey, DTM Topography and Cross-Sections										
	(a&b) Conventional Cross-Sections / Aerial Imagery			16		16	3			35	$4,182.00
	(c) Drainage Features (Canal Crossings, Levees, Ditches)			12		16				28	$3,464.00
	(d) Utilities - Visible Utilities, Irrigation / Gas Lines			16		16				32	$3,792.00
	(d) Utilities - Subsurface Utility Engineering (SUE), Per Unit (Apprx 15)								15	15	$7,500.00
(4)	Final Report / Deliverables - CADD Files (2D & 3D)	2	2	2						6	$662.00
(4)	Final Report / Deliverables - Written Report	2	2	2				5		11	$912.00
(4)	Meet / coordinate with Engineers	2	2					2		6	$598.00
(4)	QC/QA Survey	2	2					2		6	$598.00
	Subtotal Hours	8	12	52	0	56	3	9	15	155	
	Contract Rate	$ 124.00	$ 125.00	$ 82.00	$ 175.00	$ 155.00	$ 130.00	$ 50.00	$ 500.00		
	Total Fee	$ 992.00	$ 1,500.00	$ 4,264.00	$ -	$ 8,680.00	$ 390.00	$ 450.00	$ 7,500.00		$34,276.00

L&G Engineering
Transportation Consultants

June 21, 2017

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

RE: Subcontracting Notice for Work Authorization #1
Delta Region Water Management
C-HCDD1-17-014-06-27

Dear Mr. Sesin:

Please accept this as a formal notice that L&G Engineering will be utilizing the below referenced sub-consultants under the subject referenced Contract/WA:

Sub-Consultants:

Sub-Consultant #1:
Ms. Sharlotte L. Teague, P.E.
S&B Infrastructure, Ltd.
5408 N. 10th St.
McAllen, Texas 78504
Phone (956) 926-5003

Sub-Consultant #2:
Mr. Oliver F. Salgado, P.E.
B2Z Engineering, LLC
900 S. Stewart Rd. Ste. #4
Mission, Texas 78572
Phone (956) 585-3773

Sub-Consultant #3:
Mr. Pablo "Sonny" Garza
Garza & Gonzales, P.L.L.C.
5429 N. 23rd St. Ste. D
McAllen, Texas 78504
Phone (956) 627-2724

Sub-Consultant #4:
Mr. Julio Cerda, P.E.
ROW Surveying Services, LLC
900 S. Stewart Rd. Ste. #13
Mission, Texas 78572
Phone (956) 424-3335

Sub-Consultant #5:
Mr. Oscar Cancino, P.E.
STRADA Engineering
3317 Alberta Rd.
Edinburg, Texas 78539
Phone (956) 627-3480

Please provide written acknowledgment and confirmation of this request so that we may proceed with the work needed for these projects.

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

Jacinto Garza, P.E.
President / CEO

cc: Hidalgo County Auditor's Office

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

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Contract No.: C-HCDD1-17-014-06-27

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement made by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter called the "Owner", and L&G Consulting Engineers, Inc., hereinafter called the "Engineer".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the Engineer to **provide management / administration and preliminary project planning and development (environmental investigations, document preparation, and public involvement) services**. The services to be provided by the Owner are identified in EXHIBIT "A" –Services to be Provided by the Owner attached hereto. The services to be provided by the Engineer is identified in EXHIBIT "B" –Services to be Provided by the Engineer attached hereto.

PART 2. FEE PROPOSAL
The lump sum fee for services is $560,602.32, and is outlined in detail in the Fee Proposal attached hereto as EXHIBIT "C".

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with terms and conditions of the Agreement.

PART 4. FUNDING
This Work Authorization 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 L&G Consulting Engineers, Inc. as to content and detail of this Work Authorization:

BY: _____
Jacinto Garza, President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No. 1 and L&G Consulting Engineers, Inc. as indicated below and effective as of the 27th day of June 2017.

THE ENGINEER:

L&G Consulting Engineers, Inc.

By: Jacinto Garza, President

THE OWNER:

Hidalgo County Drainage District No. 1

By: Ramon Garcia, Chairman

Approved as to Form:

Atlas, Hall & Rodriguez, LLP

By: Stephen Crain

Attachments:

EXHIBIT "A" – Services to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Fee Proposal

EXHIBIT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the Owner:

The Owner will provide to the Engineer the following:

(1) Authorization to the Engineer to begin work in accordance with Article 7 of the Agreement.

(2) Payment for work performed by the Engineer, and accepted by the Owner in accordance with Article 5 and Article 6, both 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.

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

(7) Provide availability of meeting rooms for public involvement activities.

(8) Provide assistance to the Engineer in some instances or as needed to obtain Right of Entry for purposes of environmental investigations.

EXHIBIT "B"
Services to be Provided by the Engineer

The Engineer under this work authorization will provide **management / administration and preliminary project planning and development services for environmental investigations, document preparation, and public involvement.**

Note: The Engineer will perform all work efforts and prepare all deliverables under this work authorization in accordance with the applicable/current requirements of 31 Texas Administrative Code §375.214 of the TWDB's Rules governing the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund. This requirement complies with Section 511(c)(1) of the Federal Water Pollution Control Act, as amended.

1. **Management / Coordination:**

   a. **Project Management, Coordination, and Administration.**

      (1) **Overall Management.** The Engineer will manage all activities associated with the Project, including coordination and preparation for meetings, as well as subcontract administration and monitoring. Formal meetings shall occur on a monthly basis with the Owner. The Engineer will prepare all agenda, meeting presentations and exhibits, and provide meeting notes within 5 days of each meeting.

      (2) **Progress Reports and Invoices.** The Engineer will prepare monthly progress reports for work completed during the period and prepare invoices in accordance with specified Owner criteria.

      (3) **Record Keeping and File Management.** The Engineer will maintain project records and files in accordance with Owner document retention policies and manage data and transfer files for required elements of the Project.

   b. **Project Development Schedule**. The Engineer will initiate the preparation of the Project Development Schedule. This schedule will be developed from the notice to proceed with work through environmental clearance. The schedule will be monitored, by the Engineer, throughout Project development. The schedule will identify all major milestones and Project deliverables. The Engineer shall secure resources necessary to produce the Project deliverables and meet the Project schedule. 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. **Preliminary Project Planning & Development – Environmental Investigations, Document Preparation (Environmental Information Document (EID), and Public Involvement:**

   Task 1 - Right of Entry
   The Engineer will identify parcels which will need fieldwork and obtain property ownership utilizing city directories, county tax records, Carson maps, etc. Letters will be prepared and sent via postal service to obtain Right-of-Entry from each property owner. The Engineer or their sub-consultants will not enter any private property without written consent from the property owner; no entry by the Engineer will be allowed on any verbal consent. The Engineer will, at all times, contact the property 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 and the names of the person(s) entering the property.

Task 2 - Preparation of Environmental Information Document (EID)

Section 1: General Information
The Engineer shall provide general information regarding the Project (i.e. funding source/loan number). The Engineer shall provide information such as the total estimated project cost and the funded phases of the Project (i.e. planning, design, acquisition, and construction). If other funding sources are available, that information shall also be provided. The Project Consultant's name and number shall be provided along with contact information and the contact information of the persons who prepared the EID. Contact information shall be provided for the Project Engineer and the List of Preparers.

Section 2: List of Attachments
The Engineer shall provide a list of attachments as required.

- **Appendix A: Standard Maps.** The maps shall show existing structures, potential location(s) of new or upgraded structure(s), and area(s) that will be disturbed by the project, including construction staging area(s). The maps shall have a scale bar, north arrow and a legend. The maps shall label and describe: potentially-impacted environment(s) and site feature(s) (e.g., public/private property, developed or landscaped areas, roads, historic properties, wetlands, forested area, rivers, streams, 100 year floodplain, prime farmland, wild and scenic rivers, protected areas, above and below-ground utilities, U.S. EPA designated sole source aquifer areas, etc.) Maps to be included shall be as follows: Regional Location Map, USGS Topographic Map(s) for Preferred Alternative, Project footprint or plan/plats, Geologic Map, FEMA Floodplain Map(s), and National Wetlands Inventory Map(s).
- **Appendix B: Environmental Setting, Impacts and Mitigation Attachments.** The appendices along with their respective technical reports shall be provided for the environmental setting, impacts and mitigation as follows:
  Appendix B1: Soils & Prime and Important Farmland
  Appendix B2: Wetlands, Streams, and Waters of the United States
  Appendix B3: Biological Resources
  Appendix B4: Cultural Resources
  Appendix B5: Hazardous Materials
  Appendix B6: Social Implications & Environmental Justice
  Appendix B7: Public Meetings

Section 3: Project Description
The Engineer shall provide a project description of all areas that will be disturbed by the proposed project, including construction staging areas. The project area would include the surrounding areas which may, directly or indirectly, be impacted by the project. The Description shall have the following items to discuss.

- Background: The Engineer shall describe the existing environment found within the project study area.
- Project Location: The Engineer will provide a project location
- Project Need & Purpose: The Engineer will describe what need the project proposes to address.
- Project Description: The Engineer shall describe the project costs, design year, and design population. In addition the Engineer will discuss if the project is part of a larger project and if the project would be phased.
- Waste Disposal: The Engineer shall describe if the project would require waste disposal.

- Project Components: The CONSULTANT shall provide a bulleted list of the proposed project components.
- Project Magnitude: The Engineer shall provide current population of the service area, anticipated population of service area in 20 years, and if the proposed project would service the proposed population increase.
- Project Schedule: The Engineer shall provide an anticipated Completion of the Environmental review, completion of acquisition, completion of permitting, completion of design, the start of construction and the end of construction.
- Project Cost: The Engineer shall give an estimate of the cost of the project.
- Other Projects: The Engineer shall give a description of any other projects in progress that may be affected by the proposed project.

Section 4: Alternative Analysis

The Engineer shall provide a qualitative description of the environmental impacts of the no-action alternative and compare the impacts to that of the preferred alternative. The Engineer shall indicate whether the direct impacts of the no-action alternative on the following resources area greater than, less than, or the same as the direct impacts of the preferred alternative on the same resource.

- Land Use
- Prime and Important Farmland
- Water Resources
- Vegetation and Habitat
- Cultural Resources (Provided by others)
- Air Quality
- Environmental Justice
- Secondary and Cumulative Impacts

The Engineer shall discuss the rationale for acceptance/rejection of the no-action alternative, including financial, engineering and environmental considerations. The Engineer shall provide a description of the Alternatives not selected and provide a qualitative description of the environmental impacts (adverse and beneficial) of the alternatives and compare the impacts to that of the preferred alternative. The Engineer shall specify temporary versus permanent impacts. The Engineer shall indicate whether the direct impacts of the alternative not selected on the following resources are greater, less than or the same as the direct impacts of the preferred alternative on the same resource.

- Land Use
- Prime and Important Farmland
- Water Resources
- Vegetation and Habitat
- Cultural Resources (Provided by others)
- Air Quality
- Environmental Justice
- Secondary and Cumulative Impacts

The Engineer shall discuss the rationale for acceptance/rejection of the no-action alternative, including financial, engineering and environmental considerations. The Engineer shall discuss the rationale for why the proposed project was chosen as the preferred alternative.

Section 5: Environmental Settings, Impacts, and Mitigation
The Engineer shall discuss the Environmental Settings, Impacts and Mitigation required for the following topics:

- Land Use
- Geology
- Soils & Prime and Important Farmland
- Water Resources
- Topography and Floodplain
- Wetlands, Streams, and Waters of the United States
- Biological Elements
- Cultural Resources (By others)
- Hazardous Materials
- Social Implications & Environmental Justice
- Other Potential Impacts or Requirements
- Secondary and Cumulative Impacts
- Standard Mitigation, Precautionary Measures and Best Management Practices
- Mitigation Measures
- References

5.1: Land Use
The Engineer shall describe the current and recent past use and development within the project study area to develop a general description of the project study area. In addition the Engineer will assess the project compatibility with adjacent and nearby land uses. The Engineer will discuss the potential need for expanded utilities, roads, other infrastructure or public services to be required for the proposed project. The Engineer will analyze and describe the direct impacts of the proposed project (adverse and beneficial) on land use. Specifically temporary versus permanent impacts. The analysis will quantify the acreage that would be converted to public use and address the conformance of the proposed project with local and regional plans and policies. The Engineer will discuss potential Mitigation Measures for any potential impacts to land use.

Deliverables -
• Draft and Final Natural Resources Technical Report
• Complete Section 5.1 Land Use of the EID

5.2: Geology
The Engineer shall briefly describe the topography and geology of the project study area with attention to any Physiographic Province formations that have an influence on ground or surface water supplies. Data from the Bureau of Economic Geology (BEG) would be utilized. The Engineer shall describe the proposed routes of proposed distribution system components and their relationships to area soils, topography, and geology. Discussion of the geology, topography, and soils of the proposed facilities and their associated infrastructure would be given special attention. The Engineer will discuss potential impacts to faults, Karst or Pseudo Karst zones and discuss any relevant topographic and geological features (e,g,, salt domes, sink holes, shallow limestone

formations, karst conditions, cave systems, etc.). The Engineer will describe direct impacts of geology on the proposed project. The Engineer will discuss any potential mitigation measures due to potential impacts to Geology.

Deliverables -
- Draft and Final Natural Resources Technical Report
- Complete Section 5.2 Geology of the EID

5.3: Soils & Prime and Important Farmland
The Engineer will identify and classify soils found within the proposed project study area. The Engineer will determine if any soil would be excavated and moved off site and how would it be disposed of. The Engineer would classify any prime and important farmland within the project study area which might be impacted by the proposed project. The Engineer shall prepare NRCS Farmland Conversion Impact Rating Form AD-1006 to determine if Coordination with the NRCS would be required. The Engineer would discuss the direct impacts of the project on prime and important farmland and discuss potential mitigation measures required for the proposed project.

Deliverables -
- Draft and Final Natural Resources Technical Report
- Complete Section 5.3 Soils & Prime and Important Farmland of the EID

5.4: Water Resources
The Engineer shall identify the surface water bodies, river basins, major/minor/sole source aquifers including shallow or perched water tables and streams which drain the general project study area. The Engineer will identify water supply (ies) such as surface water(s) or groundwater(s) within the project study area. In the event water wells are proposed for the project a discussion of the depth to ground water, duration and quantity of water to be extracted, and potential affects to the public water supply would be analyzed and discussed. If the water wells are proposed to be abandoned discussions of BMPs that would be utilized would be discussed. The Engineer will analyze and discuss the direct impacts the project (adverse and beneficial) to surface water quality and groundwater quality/quantity (surface water runoff, erosion, sedimentation, temporary loss of vegetation cover, etc.) and specify temporary versus permanent impacts. Mitigation Measures would be discussed if required by the proposed project.

Deliverables -
- Draft and Final Water Quality Technical Report
- Complete Section 5.4 Water Resources of the EID

5.5: Topography and Floodplains
The Engineer shall identify, by maps, all 100-year floodplains. Federal Emergency Management Agency (FEMA) floodplain maps will be used in defining the floodplain boundaries. The Engineer will evaluate floodplain impacts according to the requirements of Executive Order 11988. The Engineer will summarize potential floodplain impacts including watershed characteristics, streams encroachment onto the base (100 year) FEMA mapped floodplain, jurisdictions having control over floodplains, and other pertinent information as needed. Topography will be depicted by utilizing USGS Topographic Maps identifying the minimum and maximum elevations for the project study area. The Engineer will summarize and describe the topography of the project study area and discuss any topographical relevant features. The Engineer will analyze and discuss the direct impacts the project (adverse and beneficial) to floodplains and specify temporary versus permanent impacts. Mitigation measures would be discussed if required by the proposed project.

Deliverables -

• Draft and Final Natural Resources Technical Report
• Complete Section 5.5 Topography and Floodplains of the EID

5.6: Wetlands, Streams, and Waters of the United States
The Engineer will include an evaluation of wetlands and other waters of the U.S. in accordance with the U.S. Army Corps of Engineers (USACE) requirements and the preparation of a Wetland Delineation Technical Report. The evaluation will consist of the following tasks:

- Perform a wetland delineation and preliminary waters of the U.S. determination within the project study area, in accordance with the USACE Wetland Delineation Manual (1987) and supplemental guidance, including the USACE Atlantic and Gulf Coastal Plain Regional Supplement (November 2010). Corresponding conditions of the potential Section 404 jurisdictional areas.
- An assessment of the appropriate Section 404 permit requirements will be made by the Engineer. If an Individual Permit or Nationwide Permit Pre-Construction Notification is required, preparation will be carried out under a supplemental work authorization.

The Engineer shall describe these features in sufficient detail, including their natural values and types to allow the U.S. Army Corps of Engineers to determine if a Section 404/Section 10 permits will be required. U.S. Fish and Wildlife Service Wetland Inventory maps would be utilized to identify potential wetlands. Discussions of potential direct impacts of the project (adverse & beneficial) on streams and wetlands (e.g., fill, dredging, dewatering, surface water runoff, other pollutants, etc.) would be discussed. Temporary versus permanent impacts would be identified. Mitigation Measures for the proposed project impacts would be discussed.

Deliverables -
• Draft and Final Wetland Delineation Technical Report
• Complete Section 5.6 Wetlands, Streams, and Waters of the United States of the EID

5.7: Biological Elements
The Engineer shall briefly describe the major fauna and flora communities of the general study area employing commonly used terminology. The Engineer shall list any threatened or endangered species that are known to occur in the project study area. The Engineer shall identify, by map any habitats of threatened or endangered species in the study area and provide a description of the habitat and identify, by map, any state or national parks, forests, wildlife refuges, wild or scenic rivers, natural areas, or similar preserves in the study area.

The Engineer shall perform an analysis/characterization of habitat and habitat impacts for the study area. If the Engineer encounters protected species or habitat for protected species, the Engineer shall notify the Engineer immediately.

Descriptions of habitat types (e.g., forested, prairie, riparian, floodplain, rangeland and agricultural) in the study area will be based upon The Vegetation Types of Texas, Including Cropland (TPWD, 1984). The habitat description shall indicate the vegetative type(s) listed for the study area in The Vegetation Types of Texas, Including Cropland. The habitat description shall indicate whether an S1, S2, or S3 vegetation series listed in "Plant Communities of Texas (Series Level)" (Texas Natural Heritage Program, April 1993) is present. The habitat description shall include a description of the existing vegetation in the right of way of the proposed project. The habitat description shall describe habitat for protected species if such habitat occurs within or adjacent to the right-of-way. The Engineer shall supplement the description with maps (based on USGS 7.5' maps) and photographs. Maps shall be annotated to indicate the locations and areas of distinct vegetative types (per The

Vegetation Types of Texas, Including Cropland) or S1, S2, or S3 vegetation series (per "Plant Communities of Texas (Series Level)") if any have been identified during field inspections. If the vegetation within the right-of-way does not match the description in The Vegetation Types of Texas, Including Cropland or if there is an unusual difference between the vegetation in the right-of-way and outside the right-of-way, additional details shall be included in the description to clearly explain the differences in vegetative content between the existing vegetation and the vegetative types described The Vegetation Types of Texas, Including Cropland. Unusual vegetation features may include:

1) Unmaintained vegetation,

2) Trees or shrubs along a fence line adjacent to a field (fencerow vegetation),

3) Riparian vegetation (particularly where fields/cropland extend up to the riparian corridor),

4) Trees that are unusually larger than other trees in the area, and

5) Unusual stands or islands of vegetation.

If special habitat features are present, additional details shall be included in the description to clearly describe the feature(s) present and to explain why the feature(s) should be regarded as special. Special habitat features include:

1) Bottomland hardwoods,

2) Caves,

3) Cliffs and bluffs,

4) Native prairies (particularly those with climax species of native grasses and forbs),

5) Ponds (temporary and permanent, natural and man-made),

6) Seeps or springs,

7) Snags (dead trees) or groups of snags,

8) Water bodies (creeks, streams, rivers, etc.), and

9) Existing bridges with known or easily-observed bird or bat colonies.

The habitat analysis shall contain a description of anticipated impacts to vegetation. The description of anticipated impacts shall be based on impacts that can be predicted as a result of construction activities and the kind(s) of facility proposed for the proposed project. If lack of access to the new location right-of-way limits field observation for the habitat description, existing published sources shall be used to provide an estimate. The description of vegetation shall include the following:

1) Dominant Species for each vegetation stratum (i.e., tree, shrub, vine, herbaceous [grass and forb]) present,

2) Height of trees (range), if present,

3) Diameter at Breast Height (DBH) of trees (range and average), if present,

4) Percent canopy cover of trees, if present,

5) Acreage for each vegetation type present.

For the purposes of this work authorization, protected species shall include:

1) All species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 C.F.R. 17.11-12);

2) All species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register);

3) Species listed as threatened or endangered species by Texas Parks and Wildlife Department (TPWD) (State of Texas Threatened and Endangered Species Listings, TPWD);

4) Species protected by the Migratory Bird Treaty Act (50 C.F.R. 10.13).

All USFWS and TPWD County Lists of Rare, Candidate, threatened, endangered species know to be found in the area would be listed in a table utilizing the following columns:

1) Species (Common and scientific names)

2) State/federal protection status,

3) Habitat,

4) Presence of Critical Habitat

5) Project Site Suitability

6) Potential Impacts of the Project.

The Engineer shall examine existing data to determine the likelihood that protected species, their habitat or designated critical habitat (per 50 C.F.R. 17.94-95) could be impacted by the proposed project and shall report findings in the Technical Report. Existing data shall include the records of the TPWD Natural Diversity Database.

The Engineer shall not perform species-specific presence/absence surveys for protected species or critical habitat (per 50 CFR 17.94-95). Discussions of potential impacts (adverse and beneficial) to trust resources, wildlife and natural vegetation, including habitat would be included in the technical report. The Engineer will provide information about the nature, extend, duration and location of the impacts.

Temporary versus permanent impacts would be specified. Mitigation Measures would be discussed due to potential impacts to habitat or species. If required, presence/absence and/or critical habitat surveys or a Biological Assessment would be performed under a separate supplemental work order as needed.

Deliverables -
- Draft and Final Biological Technical Report
- Complete Section 5.7 Biological Elements of the EID

5.8: Cultural Resources

The project will require Federal permitting under Section 404 of the Clean Water Act and will be built using funds provided by the Texas Water Development Board (TWDB). Therefore, Section 106 of the National Historic Preservation Act of 1966 (Section 106) and the Antiquities Code of Texas (ACT) will apply.

1. Agency Consultation – The Engineer proposes to develop an Area of Potential Effects (APE) for cultural resources in consultation with the State Historic Preservation Office. The Engineer will then review available background information relevant to the APE. The background research will include review of soils maps, geology, historical maps and aerial photographs, an online search for previously recorded cultural resources sites, landmarks and surveys, as well as general research about the history of Chacon Lake and its surroundings. This review will be integrated into a letter report that assess the potential for undocumented cultural resources to be present with the project's APE. This letter report will be submitted for initial consultation to

the TWDB and the Texas Historical Commission (THC) for their review and recommendations regarding the need for further field studies.

2. Cultural Resources Survey for Three Reservoirs - It is assumed that an archeological resources survey of all three reservoir areas will be requested by the THC. The archeological resources survey would be performed under a state Antiquities Permit. The Engineer, thru AmaTerra Environmental, Inc. (ATE) will prepare a permit application and submit it for approval to the THC. Once a permit has been issued for field investigations, ATE will conduct field survey in accordance with the THC's standards for intensive survey (one test every three acres for projects of more than 100 acres, and one test every two acres for projects 10-100 acres). The reservoir areas total about 800 acres in size and therefore, approximately 270 shovel tests are anticipated. Each test will be manually excavated to a maximum depth of 80 centimeters, clearly disturbed soils, or sterile subsoils (whichever is reached first) then backfilled following recording. Any artifacts that are identified will be recorded in the field then returned to their find location. Archeological sites will be defined at the field crews' discretion and recording will conform to THC standards to assure they are assessed for their potential for inclusion in the National Register of Historic Places (NRHP) or as State Antiquities Landmarks (SALs).

For a project in this location and of this size, ATE estimates recording up to five archeological sites. Following field survey, these sites will be recorded at the Texas Archeological Research Laboratory (TARL) for formal trinomial issuance. Additionally, the dam itself, which is more than 100 years in age, will be assessed for its potential eligibility for NRHP/SAL-listing.

ATE assumes that backhoe trenching will not be required to fully assess cultural resource impacts. Should field investigations indicate that trenching is warranted, those services may be provided upon consultation with the Engineer.

Following field investigations, ATE will prepare a draft cultural resource survey report that will summarize cultural background data, previous investigations, current investigation findings, and regulatory recommendations. This report will be submitted electronically for review, revised according to that review, then submitted to the Owner for final review and approval. Following draft final revision, ATE will submit the report to the TWDB and THC for regulatory review.

ATE will revise the draft final in accordance with any THC comments then provide the Owner with a final report.

In accordance with antiquities permit requirements, all field-generated documents, forms, and photographs will be prepared and submitted for formal curation at TARL.

ATE will store all geographic data collected from background study and field investigations in relevant GIS shapefiles. These shapefiles will be provided to the Engineer when warranted throughout the course of the project.

3. Cultural Resources Assumptions -

This scope of services was developed with the following assumptions. Any deviation from those listed below may be considered supplemental.

1) Assumes the total footprint of the project will cover approximately 800 acres.

2) Assumes approximately 270 shovel tests will be excavated during the pedestrian survey.

3) Assumes up to five newly-recorded archaeological sites will be recorded during the course of survey.

4) Assumes backhoe trenching will not be required.

5) Assumes that assessment of indirect and visual effects to historic resources would not be required.

6) Mitigation for adverse effects to Historic Properties and/or SALs is not included.

7) Rights of entry will be acquired by others prior to initiating field survey and all fieldwork will be completed in a single mobilization.

5.9: Hazardous Materials

The Engineer shall conduct an initial site assessment to assess the potential for hazardous materials contamination on any property being acquired or constructed upon as a part of the project that may result in liability under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The Engineer will obtain and review records that will help identify recognized environmental conditions in connection with the property. In order to help assess the likelihood of problems from migrating hazardous substances or petroleum products, the approximate minimum search distance will be 1 mile from the nearest property boundary. The term approximate minimum search distance is used in lieu of radius in order to include irregularly shaped properties. The approximate minimum search distance can be adjusted by the Engineer depending on several factors such as urban, vs. rural, distance hazardous materials may likely migrate, geologic or hydrogeologic conditions, property type, and other reasonable factors. The Engineer will review the following standard record sources:

- Federal and State NPL Site list
- Federal Delisted NPL Site List
- Federal and State CERCLIS list
- Federal CERCLIS NFRAP Site List
- Federal RCRA CORRACTS Facilities List
- Federal RCRA non-CORRACTS TSD Facilities List
- Federal RCRA generators list
- Federal and State Institutional control/engineering control registries
- Federal ERNS list
- State and Local landfill and or solid waste disposal site list
- State leaking storage tank list
- State registered storage tank list
- State and Local Brownfield Sites

The Engineer will review a current USGS 7.5 Minute Topographic Map, NRCS Soil Maps, Historical Aerials and topographic maps of the subject property. Mitigation measures would be discussed based on potential impacts from Hazardous Materials.

Deliverables -

- Draft and Final Hazardous Materials and Initial Site Assessment Technical Report
- Complete Section 5.9 Hazardous Materials of the EID

5.10: Social Implications & Environmental Justice

The Engineer will evaluate social and economic impacts of the proposed project. The Engineer will use appropriate data sources, such as the U.S. Census 2010, windshield surveys, maps, and aerial photographs to assess existing conditions and to evaluate population and demographic

characteristics, environmental justice, disabled populations, limited English proficiency, and employment characteristics. Community cohesion and potential displacements and relocations will also be identified. The analysis will satisfy the requirements and provisions of Executive Order 12898 –Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency (LEP), and Executive Order 13045 – Protection of Children from Environmental Health Risks and Safety Risks. The Engineer shall briefly describe the economic and social aspects of the community, particularly as they apply to the need for the proposed project, and the relationship at project locations to different socio-economic groups. The median annual household income for the community and population projections would be provided. If required potential mitigation measures for project environmental impacts would be discussed.

Deliverables -
- Draft and Final Community Impacts Technical Report
- Complete Section 5.10 Social & Environmental Justice in the EID

5.11: Other Potential Impacts or Requirements

The Engineer will discuss Air Quality issues within the project study area. The Engineer will identify if the proposed project study area is within a maintenance or non-attainment area for any priority air pollutants under the Clean Air Act. The Engineer shall discuss air quality of the general study area in terms of the National Ambient Air Quality Standards. The Engineer shall briefly describe the temperature, precipitation, and prevailing wind characteristics of the area with particular attention given any unusual circumstances or conditions.

The Engineer shall identify, by map, all coastal areas within or near the service area if applicable. The Engineer shall discuss the nature of the service area and land use controls related to coastal zone management and the loan applicant's participation in all coastal zone management plans, if applicable.

The Engineer shall identify any potential impacts the project would have to scenic views or vistas during construction or operation. Impacts would be categorized as temporary versus permanent impacts.

The Engineer shall discuss any potential traffic issues due to the proposed project. If temporary or permanent impacts are anticipated, the Engineer would describe the traffic changes and how long traffic would be disrupted.

The Engineer shall discus any other potential impacts that the project may cause impacts such as (e.g. odor, noise, blasting, night work etc.)

If required potential mitigation measures for project environmental impacts would be discussed.

Deliverables -
- Draft and Final Natural Resources Technical Report
- Complete Section 5.11 Other Potential Impacts or Requirements in the EID

5.12: Secondary and Cumulative Impacts

The Engineer will assess the indirect and cumulative impact analyses. The results of these analyses shall be reported in an Indirect and Cumulative Impact Technical Report. Updates of various ecological, socioeconomic, urban development, land use and planning data, as well as coordination with the local governing agencies may be required to revise or modify past, present, and reasonably foreseeable actions that factor into the indirect and/or cumulative impacts analyses associated with the Recommended Preferred Alternative.

Indirect Impacts Analysis

The Engineer will conduct a six (6) step process for conducting an indirect impacts analysis. The National Cooperative Highway Research Program Report 466 (NCHRP Report 466) will be used as additional guidance for the indirect impacts analysis. The indirect impacts area of influence will be updated, if appropriate based on updated land use/census data. An exhibit will be prepared to illustrate the area of influence and areas of potential indirect impacts associated with the proposed project.

Cumulative Impacts Analysis

The Engineer will conduct a five (5) step process for conducting a cumulative impacts analysis. The Engineer will review changes attributable to past development and reasonably foreseeable future actions in the area in order to project cumulative impacts associated with the proposed project. The Engineer will perform the ICI analysis on those resources which are (1) significantly impacted by the proposed project and (2) are currently in poor and/or declining health. Up to eight (8) resource study areas (RSAs) will be analyzed in the cumulative impacts assessment.

An exhibit will be prepared to illustrate the RSAs assessed in the cumulative impacts analysis.

Deliverables -
- Draft and Final Indirect and Cumulative Impact Technical Report
- Complete Section 5.12 Secondary and Cumulative Impacts of the EID

5.13: Standard Mitigation, Precautionary Measures and Best Management Practices
The Engineer will describe any standard mitigation, precautionary and best management practices to be used during project construction (e.g. storm water pollution prevention plan, re-vegetation, dust and siltation control, establish original grades in floodplains, etc.).

Deliverables -
- Draft and Final Mitigation Measures Report
- Complete Section 5.13 Standard Mitigation, Precautionary Measures and Best Management Practices in the EID.

5.14: Mitigation Measures
The Engineer will provide a list of potential adverse impacts of the proposed project and a description of how those impacts will be avoided, minimized, or mitigated. The list will be used to develop conditions for the Environmental determination issued by the TWDB. Mitigation measures would be identified as provided by regulatory agencies, which are feasible and which mitigation measures would not be implemented by the project.

Deliverables -
- Draft and Final Mitigation Measures Report
- Complete Section 5.14 Mitigation Measures in the EID

5.15: References
The Engineer will document all references and data obtained to determine potential impacts and compile the information in a file for the administrative record.

Deliverables:
- Draft and Final Reference Report
- Complete Section 5.15 References in the EID

Section 6: Public Participation
The Engineer shall coordinate, schedule and facilitate public involvement activities, stakeholder meetings, meetings with affected property owners, and other meetings as necessary for the project as well as notify requisite agencies and interested parties. Written notices of meetings shall be sent to state, federal or local agency, government, organization or individuals that have an interest in the proposed project. If necessary, the Engineer shall publish in the local newspapers in advance of the meeting. The Engineer shall prepare a summary and analysis that would be provided after the public meeting documenting the occurrence of the public meeting to be attached as part of the EID.

Section 7: Agency Coordination
The Engineer shall review and provide comments to this section as needed. The Engineer shall prepare resource agency correspondence letters, coordinate with resource agencies as required and add them to Appendix C of the EID in the order required. In addition, the Engineer shall complete the Uniform Project Notification Requirements, Uniform Agency Coordination Requirements, and Circumstantial Requirements to determine if coordination would be required in the EID.

Section 8: Certification
The Engineer shall ensure that the EID is certified by the preparer.

Deliverables: The Engineer will submit one hard copy and one electronic copy of the EID to the Owner.

EXHIBIT "C"
Fee Proposal

L&G Consulting Engineers, Inc. / Overall Fees (1 of 3)

Preliminary Project Planning and Development (Env Investigations, Document Preparation, and Public Involvement TASK	CLASSIFICATION / MANHOURS					L&G TOTAL HOURS	Sub-Contract Amounts
	Senior Project Manager	Senior Env Scientist / Planner	Senior Env Specialist / Biologist	Biologist	Senior Tech / GIS Analyst		
Management / Coordination							
Coordinate w/ PMs and Subs for 18 months	36	36	16			88	
Prepare progress reports and attend meetings for 18 months	36	36	16			88	
Maintain project records and schedules for 18 months	36	36	16			88	
Task 1 - Right-of-Entry							
Research property ownership	4	8	40	40	40	132	
Prepare mailouts to property owners	4	8	16	16		44	
Coordinate fieldwork with property owners rd subs	4	8	16	16		44	
Task 2 - Preparation of Environmental Information Documment (EID)							
Compile all technical reports, maps and attachments	4	8	24	24	24	84	
Coordinate with project engineers to gather all available data	4	24	24	24	24	100	
Coordinate with TWDB to obtain project clearance	4	24	24	24	24	100	
Section 1: General Information							
Gather data to compile Section 1	4	8	16	16	24	68	
Complete Section 1 of the EID	4	24	8	8	24	68	
QC/QA	4	24	24	8	24	84	
Section 2: List of Attachments							
Gather data to compile Section 2	4	8	8	8		28	
Complete Section 2 of the EID	4	24	8	8	240	284	
QC/QA	4	24	24	8	16	76	

EXHIBIT "C", Fee Proposal, continued.
L&G Consulting Engineers, Inc. / Overall Fees (2 of 3)

Preliminary Project Planning and Development (Env Investigations, Document Preparation, and Public Involvement TASK	CLASSIFICATION / MANHOURS						Sub-Contract Amounts
	Senior Project Manager	Senior Env Scientist / Planner	Senior Env Specialist / Biologist	Biologist	Senior Tech / GIS Analyst	L&G TOTAL HOURS	
Section 3: Project Description							
Assist / gather data for sub-consultant	4	8	8	8		28	
Review and comment on submittal from sub-consultant	4	24	8	8		44	
QC/QA	4	16	16	8		44	
Section 4: Alternatives Analysis							
Assist / gather data for sub-consultant	4	8	8	8		28	
Review and comment on submittal from sub-consultant	4	24	8	8		44	
QC/QA	4	24	16	8		52	
Section 5: Environmental Settings, Impacts and Mitigation							
Assist / gather data for sub-consultant	4	24	8	8		44	
Review and comment on submittal from sub-consultant	4	24	8	8		44	
QC/QA	4	120	120	120		364	
Section 6: Public Participation							
Schedule, coordinate, acilitate public involvement activities	6	40	40	40	40	166	
Review and comment on submittal from sub-consultant	4	24	8	8		44	
QC/QA	4	24	8	8		44	
Section 7: Agency Coordination							
Prepare correspondence w/ resource agencies	4	8	12	12		36	
Review and comment on submittal from sub-consultant	4	24	8	8		44	
QC/QA	4	24	8	8		44	
Section 8: Certification							
Compile a Final submitted EID for review by preparers	4	8	16	16		44	
Prepare final certification	4	8	8	4		24	
QC/QA	4	24	16	4		48	

Preliminary Project Planning and Development (Env Investigations, Document Preparation, and Public Involvement TASK	CLASSIFICATION / MANHOURS						
	Senior Project Manager	Senior Env Scientist / Planner	Senior Env Specialist / Biologist	Biologist	Senior Tech / GIS Analyst	L&G TOTAL HOURS	Sub-Contract Amounts
Sections 3, 4, 5, 6 & 7 **(CSR)**	(See Detailed Fee Proposal on Page 21&22 of 23)						$175,155.00
Sections 4 & 5 - Technical Support **(S&B)**	(See Detailed Fee Proposal on Pages 20 of 23)						$55,644.20
Section 5 - Cultural Resources **(ATE)**	(See Detailed Fee Proposal on Page 23 of 23)						$45,300.00
Subtotal Hours	**230**	**756**	**604**	**492**	**480**	**2562**	
Hourly Base Rate	$ 70.00	$ 56.00	$ 28.00	$ 18.00	$ 32.00		
Contract Rate FY2017	$ 198.10	$ 158.48	$ 79.24	$ 50.94	$ 90.56		
Total Labor Costs	**$ 45,563.00**	**$ 119,810.88**	**$ 47,860.96**	**$ 25,062.48**	**$ 43,468.80**	**$ 281,766.12**	**$276,099.20**

Project Team Cost Proposals - Sub Consultants	**Cost Proposal**	
AmaTerra Environmental, Inc. **(ATE)**	$45,300.00	(See Detailed Fee Proposal on Page 23 of 23)
CSR Environmental and Consulting, LLC **(CSR)**	$175,155.00	(See Detailed Fee Proposal on Pages 21&22 of 23)
S&B Infrastructure, Ltd. **(S&B)**	$55,644.20	(See Detailed Fee Proposal on Page 20 of 23)
Sub Consultants Grand Total	**$276,099.20**	

L&G Direct Expenses	**Cost Proposal**
Mileage (1,000 miles at .54 per mile), Repro, Travel, Miscellaneous	**$ 2,737.00**

Grand Total $ 560,602.32

EXHIBIT "C", Fee Proposal, continued.
Sub-Consultant: S&B Infrastructure, Ltd.

TASK CODE	DESCRIPTION	FIRM	MAN-HOURS											ESTIMATED FEE	TOTALS
			Princ / Program Mgr	Project Mgr	Struct Engr	Hydra / Civil Engr / MEP	Engr Asst	Env Scientst	RPLS	2-Man Survey Crew	CADD / GIS Tech	Secretary	TOTAL		
LABOR															
2. Preliminary Project Planning & Development - Environmental Support															
	Technical Support for EID development, including alt analysis technical support (engineering components), public mtg participation, and QC/QA.	S & B		60		40	60	80			80		320	$53,144.20	
	Total (LABOR)		**0**	**60**	**0**	**40**	**60**	**80**	**0**	**0**	**80**	**0**	**320**		**$53,144.20**
	Total Hours	MULTIPLIER	0	60	0	40	60	80	0	0	80	0	320		
	CONTRACT RATES: ($/MAN-HOUR)	3.6458	346.35	233.33	175.22	209.67	135.84	194.98	175.00	145.83	87.61	63.18			
	BASE RATES: ($/MAN-HOUR)		95.00	64.00	48.06	57.51	37.26	53.48	48.00	40.00	24.03	17.33			
NON LABOR															
	Travel, repro, miscellaneous													$2,500.00	
	Sub Total (NON-LABOR)														**$2,500.00**
														WORK AUTHORIZATION TOTAL	**$55,644.20**

EXHIBIT "C", Fee Proposal, continued.
Sub-Consultant: CSR Environmental and Consulting, LLC (1 of 2)

Environmental Support / EID Preparation Tasks	CLASSIFICATION / MANHOURS													
	Project Manager	Env Manager	Community Impact Expert	Env Scientist I	Field Biologist	Wetland Delineator	HazMat Expert	Technical Writer/Editor	GIS Tech / Env Tech	Secretary	CSR Total Hours	Sub-Total Amounts
Section 3 - Project Desription Preferred Action Alt		4		40				10	24	4	82	$4,418.36
Section 4 - Alternative Analysis (No Action / Selection of Preferred)		4		40				10	24	4	82	$4,418.36
Section 5:												
5.1 Land Use		4		24				10	24	4	66	$3,617.88
5.2 Geology		4		24					24	4	56	$2,817.48
5.3 Soils & Prime and Important Farmland		4		24					24	4	56	$2,817.48
5.4 Water Resources		4		40				10	24	4	82	$4,418.36
5.5 Topography and Floodplain		4		24					24	4	56	$2,817.48
5.6 Wetlands, Streams, and Waters of the US		4				280		10	24	4	322	$27,631.16
5.7 Biological Elements		4			280			10	24	4	322	$27,631.16
5.9 Hazardous Materials		4					60	10	24	4	102	$7,820.16
5.10 Social Implications & Environmental Justice		4	120					10	24	4	162	$13,223.16
5.11 Other Potential Impacts or Requirments		4		24					24	4	56	$2,817.48
5.12 Secondary and Cumulative Impacts		4	120						8	4	136	$11,718.44
5.13 Standard Mitigation, Precautionary Measures and BMP		4		60				10	24	4	102	$5,418.96
5.14 Mitigation Measures		4		24					24	4	56	$2,817.48
5.15 References		4		24					24	4	56	$2,817.48
Section 6 - Public Involvement Support, Summary Reports		8		60				10		4	82	$4,762.68
Section 7 - Agency Coordinatoin Support		8									8	$800.40

EXHIBIT "C", Fee Proposal, continued.
Sub-Consultant: CSR Environmental and Consulting, LLC (2 of 2)

Environmental Support / EID Preparation Tasks	CLASSIFICATION / MANHOURS													Sub-Total Amounts
	Project Manager	Env Manager	Community Impact Expert	Env Scientist I	Field Biologist	Wetland Delineator	HazMat Expert	Technical Writer/Editor	GIS Tech / Env Tech	Secretary	CSR Total Hours	
General Coordination:												
PM - Proj Coord	168										168	$25,213.44
Progress Reports	12										12	$1,800.96
Project Meetings / Meeting Mintues	24									20	44	$3,601.92
QC/QA		30									30	$800.40
Project Secretary / Clerical										114	114	$3,001.50
Subtotal Hours	204	110	240	408	280	280	60	100	368	202	2252	
Hourly Base Rate	$ 75.00	$ 50.00	$ 45.00	$ 25.00	$ 45.00	$ 45.00	$ 45.00	$ 40.00	$ 22.00	$ 20.00		
Contract Rate	$ 150.08	$ 100.05	$ 90.05	$ 50.03	$ 90.05	$ 90.05	$ 90.05	$ 80.04	$ 44.02	$ 40.02		
Total Fee	$ 30,616.32	$ 11,005.50	$ 21,612.00	$ 20,412.24	$ 25,214.00	$ 25,214.00	$ 5,403.00	$ 8,004.00	$ 16,199.36	$ 8,084.04		$171,764.46
NON-LABOR:												
Overnite Courier	$100.00											
Field Supplies	$500.54											
HazMat Data Report	$1,000.00											
Travel Mileage ($0.535 / mile x 1000 miles)	$535.00											
Travel Meals	$1,180.00											
Travel Rental Vehicle (1 trip)	$75.00											
Non-Labor Total:	$3,390.54											
												Total Fee: $175,155.00

EXHIBIT "C", Fee Proposal, continued.
Sub-Consultant: AmaTerra Environmental, Inc.

LABOR	Desktop Research	Permit Coordination/Planning	Fieldwork	Draft Report	Final and Curation	total	units	Price	Cost
Principal					2	2	hrs	$ 185.00	$ 370.00
Archeologist V		8	16	16	2	42	hrs	$ 128.00	$ 5,376.00
Archeologist III	4	4	68	60	20	156	hrs	$ 73.00	$ 11,388.00
Archeologist II	8	4	68	16	10	106	hrs	$ 68.00	$ 7,208.00
Archeologist I		2	136	32		170	hrs	$ 58.00	$ 9,860.00
Historian IV				4		4	hrs	$ 137.00	$ 548.00
Historian II	8	2		8		18	hrs	$ 82.00	$ 1,476.00
Editor				8	2	10	hrs	$ 62.00	$ 620.00
GIS Specialist				4	1	5	hrs	$ 84.00	$ 420.00
GIS Tech	4	2		8		14	hrs	$ 68.00	$ 952.00
Admin Assistant	1	4	4	1	2	12	hrs	$ 88.00	$ 1,056.00
OTAL LABOR HOUR	25	26	292	157	39	539			$ 39,274.00
EXPENSES									
copies, b/w	10	20	100	245	250	625	each	$ 0.10	$ 62.50
copies, color	5	20	10	225	250	510	each	$ 0.75	$ 382.50
Curation and Site Recording					0.25	0.25	drawer	$ 2,364.00	$ 591.00
Hotel			29			29	night	$ 95.00	$ 2,755.00
Per Diem			29			29	day	$ 51.00	$ 1,479.00
Mileage			1400			1400	mile	$ 0.54	$ 756.00
TOTAL EXPENSES									$ 6,026.00
TOTAL									**$ 45,300.00**

L&G Engineering
Transportation Consultants

June 21, 2017

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

RE: Subcontracting Notice for Work Authorization #2
Delta Region Water Management
C-HCDD1-17-014-06-27

Dear Mr. Sesin:

Please accept this as a formal notice that L&G Engineering will be utilizing the below referenced sub-consultants under the subject referenced Contract/WA:

Sub-Consultants:

Sub-Consultant #1:
Mr. Mark Iglesias
CSR Environmental and Consulting, LLC.
804 Royal Street
Edinburg, Texas 78539
Phone (956) 929-4407

Sub-Consultant #2:
Mrs. Jill Madden
AmaTerra Environmental, Inc.
4009 Banister Ln. #300
Austin, Texas 78704
Phone (512) 329-0031

Please provide written acknowledgment and confirmation of this request so that we may proceed with the work needed for these projects.

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

Jacinto Garza, P.E.
President / CEO

cc: Hidalgo County Auditor's Office

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 -60462 **22.**

DRAINAGE DISTRICT

Meeting Date: 06/27/2017

Submitted For: Jaime Salazar Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., legal notice,specifications, draft contract etc.,) as attached hereto for: Hidalgo County Drainage District No. 1 -RFB No. HCDD1-17-042-07-19 Sale, Removal and Hauling of Fill Dirt/Loose Materials from Peñitas Drain, including the re-advertisement of project in the event bids are rejected or no bids are received & project is still required.

BACKGROUND

PROCUREMENT SCHEDULE:
Projected Advertisements:
1st Ad..... 07-01-17
2nd Ad.....07-08-17
Bid Openings: 07-19-17

Fiscal Impact

Attachments

Procurement Packet RFB# HCDD1-17-042

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/23/2017 06:14 PM

Form Started By: Moises Salazar Started On: 06/23/2017 02:22 PM

Final Approval Date: 06/23/2017

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

July 03, 2017

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids- "Sale, Removal and Hauling of Fill Dirt/Loose Materials From PEÑITAS DRAIN"
Bid No.: HCDD1-17-042-07-19

To Whom It May Concern:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Drainage District No. 1 welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call Hidalgo County Drainage District No. 1 Office at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1

Moises Salazar, Procurement Manager

902 N. Doolittle Road • Edinburg, Texas 78542 | Office 956 292.7080 • Fax 956 292.7089
www.hcdd1.org

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"

RFB NO.: HCDD1-17-042-07-19

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Bid Letter	1
2.	Request for Bid Legal Notice	8
3.	Exhibit A Specifications/Requirements	2
4.	Exhibit B Bid Page	2
5.	Exhibit C Insurance Requirements	4
6.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
7.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement **(For Information Only)**	3
8.	Exhibit E –Proposers Afidavit of Non-Collusion	1
9.	Vendor/Bidder Application and W-09 form(s)	6
10.	Certification Regarding Debarment	1
11.	Draft Contract	4
12.	Form HB 1295 **(For Information Only)** -Before the award of contract notarized HB 1295 must be submitted to Hidalgo County Drainage District No. 1. Form is to be filed online at www.ethics.state.tx.us/index.html .	1
13.	Submittal Check list	1

The above mentioned items shall be found in this Request for Bid-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Hidalgo County Drainage District No. 1 by calling (956) 292-7080 or via e-mail to moises.salazar@hcdd1.org , to advise us of the missing documentation, and Hidalgo County Drainage District No. 1 will forward information either through e-mail, facsimile, or by U.S. Mail.

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"

BID OPENING DATE:
JULY 19, 2017

RFB NO.: HCDD1-17-042-07-19

Contact Person:

Moises Salazar, Procurement Manager
Hidalgo County Drainage District No. 1
Address: 902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

Form HCDD1-03

1. Sealed bids will be received for **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- "SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Drainage District No. 1 ("District"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package**: RFB NO.: HCDD1-17-042-07-19 - HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"** and at Hidalgo County Drainage District No. 1 with a physical/mailing address: 902 N. Doolittle Rd., Edinburg, Texas 78542, **on or before 9:30 A.M., WEDNESDAY, July 19, 2017.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- RFB NO.: HCDD1-17-042-07-19 "SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"**

   Hidalgo County Drainage District No. 1 reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County Drainage District No. 1.

3. Hidalgo County Drainage District No. 1 reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the elevation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the District determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Drainage District No. 1. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Drainage District No. 1 from all obligations to the contracting party with regard to the item(s) in question. In such event, the District may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a District owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Drainage District No. 1. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Chairman of the Board or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as part of their bid.

10. The District reserves the right to accept or reject any or all bids.

11. Cost are to be net F.O.B., District Prepaid.

12. The District is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the District budget for this fiscal year only. The District, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of the District are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the District which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Drainage District No. 1 Office in order to establish an account with the District. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery of goods and services must be given to Moises Salazar, Procurement Manager before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
(956) 292-7080

16. <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **HIDALGO COUNTY DRAINAGE DISTRICT NO.1- "SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Purchase Order and Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**July 19, 2017**
Award of Contract	**, 2017**
Commence Work or Deliver Products	**, 2017**

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgement stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the District for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the District, and, if applicable, the receipt by the District of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the District, or for any elected official, department head or employee or former elected official, department head or employee of the District, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval,

disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the District.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the District, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Drainage District No. 1 ("the District") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the District. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County Drainage District No. 1 for the sale or purchase of property, goods or services. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Drainage District No. 1 are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78589- Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

- **FORM CIS (Exhibit D-1 -LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.**

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the District before the District may enter into a contract with the business entity. Once contract is

awarded, in box 3 of Form 1295, you will provide the awarded contract number. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7080 or via email to moises.salazar@hcdd1.org . Hidalgo County Drainage District No. 1 cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

http://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. If, during the life of any contract or bid awarded, the successful bidder's net price generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the District.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to the District that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to the District, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State Law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of the District, including, but not limited to, benefits associated with the District's civil service system.

26. Any contract award to a successful bidder will be in effect until **(a)** the contract expires, **(b)** delivery and acceptance of products, and/or performance of service ordered, or **(c)** terminated by the District with thirty day's written notice prior to cancellation.

27. The District reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the District in the event of breach or default by

successful bidder; the District reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless to the District and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within the District premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such District facilities. Successful bidder shall pay any judgment with costs which may be obtained against the District growing out of such injury or damages, and shall, upon request, provide a defense to the District by counsel reasonably acceptable to the District. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in materials, workmanship and the like. Items supplied under a contract pursuant to this Request for Bid shall be subject to the District's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to the District. Items not picked up within one (1) week after notification shall be deemed a donation to the District and may be used or disposed of at the District's discretion and without waiver of any other rights of the District as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County Drainage District No. 1, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of the District.

32. Respondents must provide all documentation requested with this (RFB)-Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as noncomforming.

Bid
for

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"
BID NO.: HCDD1-17-042-07-19

To: Hidalgo County Drainage District No. 1
Moises Salazar, Procurement Manager
902 N. Doolittle
Edinburg, Texas 78542

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Drainage District No. 1 for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all the pages of the documents referenced in the Invitations to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"
BID No.: HCDD1-17-042-07-19

The following are the minimum specifications for:

PROJECT OVERVIEW:
Hidalgo County Drainage District No. 1 has the herein specified Fill Dirt for sale and will be accepting bids. Fill Dirt is at the following location:

1. BASE BID: PEÑITAS DRAIN -From US Expressway 83 to Canal Crossing located 2,809 LF North (STA 15+77 to STA 43+86) resulting approximately 87,398 Cubic Yards of Fill Dirt/Loose Material.

(REFER TO ATTACHED MAP FOR PHYSICAL LOCATIONS)

Qualified participants must currently possess all licenses, permits and any other applicable requirements before entering said premises for the removal and hauling of excavated soil.

Hidalgo County Drainage District No. 1 will load excavated soil on awarded participant's trucks.

Award of bid will be to participant submitting the best bid, meeting all requirements, on a "Per Cubic Yard" bid price payable to Hidalgo County Drainage District No. 1

Term of Contract will be until project completion of excavated soil on identified as per attachment and as described below:

1. **Bid price:** must be on a per cubic yard basis **payable to** Hidalgo County Drainage District No. 1.

2. **Bidder(s):** will be responsible for providing equipment for hauling soil necessary for project.

3. **Bid Award:** Bid award will be to the best bid meeting all requirements. Hidalgo County Drainage District No. 1 reserves the right to: **A**. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B**. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the best bid for approval; and **C**. award the bid to one bidder or to multiple bidders if the Drainage District determines it is in its best interest to do so.

4. **Contract Terms:** will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Drainage District No. 1 upon bid award.

5. Hidalgo County Drainage District No. 1 reserves the right to award the bid to one bidder or multiple bidders if the Hidalgo County Drainage District No. 1 determines it is in its best interest to do so.

6. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County Drainage District No. 1 for the retention of subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage as outlined in Exhibit "C".

7. Equipment: requesting a minimum of Six (6) Tandem Trucks available for proposed by to Hidalgo County Drainage District No. 1. Please note the make, year, model on Exhibit "D"

8. Time of completion for project will be in accordance to the work performance, excavation and scheduling as coordinated by Hidalgo County Drainage District No. 1; proposed soil must be hauled out as per scheduling in accordance with project Director.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of this bid shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be in writing, addressed to, Moises Salazar, Procurement Manager, 902 N. Doolittle Rd, Edinburg, Texas 78542. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7088, OR VIA E-MAIL to moises.salazar@hcdd1.org . NO LATER THAN, Wednesday, July 12, 2017 by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, July 14, 2017 no later than 5:00 P.M.

Exhibit "B"

BID PAGE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"

BID NO.: HCDD1-17-042-07-19

LOCATION	DESCRIPTION OF SOIL	UNIT PRICE (PER CUBIC YARD)	APPROXIMATE QUANTITY	TOTAL BID PRICE (PAYABLE TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1)
BASE BID: PEÑITAS DRAIN - From US Expressway 83 to Canal Crossing located 2,809 LF North (STA 15+77 to STA 43+86)	Fill Dirt	_____ **Cubic Yards**	87,398 **Cubic Yards**	$_____

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

CONTINUATION OF BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to pay the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE/ FAX NO'S:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and/ or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401 et. Seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the District's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the District

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to the next lowest bidder. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Others: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Drainage District No. 1 and proceed to complete the project in a timely manner.

*Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____	_____
Authorized Signature	Date
_____	_____
Company	Date
_____	_____
Address	Date
_____	_____
City, State, Zip	Date

EXHIBIT “D”

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT “D-1”

CIS Form

(for information only)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County Drainage District No. 1 or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the District's Board of Directors between proposal submission date and award by the Hidalgo County Drainage District Board of Directors.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County Drainage District No. 1 except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20____.

_____

Notary Public

My commission expires:_____, 20____.

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

VENDOR NO.: _____ ENTRY DATE: _____

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Drainage District No.1.

Company Name: **Telephone No. ( )**

Mailing Address: **Fax No. ( )**

City, State, Zip: **Tax I.D. No.:**

Remit to Address: **City, State, Zip:**

Representative(s) Name(s) & Title(s):

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation

_____ L.L.C. _____ Other, Specify_____

Federal Identification No. or (if individual) SS No.: _____

State of Incorporation: _____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker

_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: _____

_____

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been certified as a HUB or an MBE/WBE source: ❒Yes ❒ No

If yes, by whom: ❒ State General Services Commission ❒ Other

Indicate Certification No(s)._____ Or Are Certificate(s) Attached: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?
_____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ❒ State General Services Commission ❒ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ❒ State General Services Commission ❒ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $ _____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ❒ State General Services Commission ❒ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C- HCDD1-17-____-____-____

THIS CONTRACT is made and entered into this ___ day of_____, by and between Hidalgo County Drainage District No.1 of Hidalgo, Texas ("Drainage District"), and _____ Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Sale, Removal and Hauling of Fill Dirt/Loose Materials from Peñitas Drain"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Board Of Directors of the Hidalgo County Drainage District No.1 awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Hidalgo County Drainage District No.1 and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Drainage District No. 1**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Drainage District No. 1** following a request for Services by the **Manager** or his designated agent. Company agrees in performing the Services that it will use proper professional

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standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of the Hidalgo County Drainage District No.1 for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Hidalgo County Drainage District No.1 agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Drainage District as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Drainage District certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and

DRAFT

equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless Drainage District, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Drainage District arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Drainage District has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to Drainage District: **Hidalgo County Drainage District No.1**
Attn: Manager
902 N. Doolittle
Edinburg, Texas 78542

If to Company:

13. In case 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.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2014.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: _____
Ramon Garcia, Chairman of the Board

Company: _____

By: _____

Printed Name: _____

Title: _____

Approved by Board of Directors on: _____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez LLC

By: _____ Date: _____

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Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file online at www.ethics.state.tx.us/File

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____ , to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR BIDS

"SALE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM PEÑITAS DRAIN"

RFB No.: HCDD1-17-042-07-19

All forms listed below must be included in the RFB response.

Indicate with a check mark (√) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" -BID PAGE

_____ Exhibit "C" Acknowledgement forms (page 3 and 4)

_____ Exhibit "D-1" CIQ Form- Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, One (1) Copy containing a complete response.