



**CONSENT AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS**

July 25, 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:

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Drainage District #1 Board has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Board Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. Approval of check register and payment of claims and bills - County Treasurer

2. **AI -60830** 2013 Bonds: Budget 365 Rural Drainage Development Pct.3 Engineering Firm: L&G Consulting Engineering Approval to issue payment on the following items:
 - A. Inv#11326364 in the amount of \$39,579.81 related to Work Authorization No. 5-La Joya Watershed Improvement Project. PO#626943. Work Authorization No. 5 is being funded by General Fund.

AI -60830

2.

DRAINAGE - CONSENT

Meeting Date: 07/25/2017

Submitted By: Alvaro Chuc, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds: Budget 365 Rural Drainage Development Pct.3 Engineering Firm:
L&G Consulting Engineering Approval to issue payment on the following items:
A. Inv#11326364 in the amount of \$39,579.81 related to Work Authorization No.
5-La Joya Watershed Improvement Project. PO#626943. Work Authorization No. 5
is being funded by General Fund.

BACKGROUND

Fiscal Impact

Attachments

L&G Invoice

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	07/21/2017 05:09 PM
Form Started By: Alvaro Chuc		Started On: 07/21/2017 09:42 AM
Final Approval Date: 07/21/2017		



Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip Invoice/ Backup

Date Received: 7/3/2017

Engineer/Firm Name: L&G Engineering

Project Name/Number: Lay Joya Watershed Improvement - WA #5

Invoice No.: 11326364

Invoice Date: 6/30/2017

Due Date: 8/3/2017

Purchase Order No.: 626943

Amount: \$39,579.81

Total # of Pages Submitted: 6

Attachments: CD USB Plans Other: _____

Engineering: Construction:

Received By: Melissa Blanco

Forwarded to:

Nora D. Cavazos *Nora Cavazos* Date: 7/6/17

Esther Layton *Esther Layton* Date: 7/6/17

Claudette Guerrero _____ Date: _____

Jose N. Saldivar _____ Date: _____

Lora Briones *Lora Briones* Date: 7/27/2017

Additional Comments: _____



L&G Engineering
Transportation Consulting Engineers

2100 W. Expressway 83
Mercedes, TX 78570
Phone: (956) 565-9813
Fax: (956) 565-9018
Toll Free: (888) 565-9813
Firm No. F-4105

900 S. Stewart Rd., Ste. 10
Mission, TX 78572
Phone: (956) 585-1909
Fax: (956) 585-1927
Toll Free: (866) 585-1909

Letter of Transmittal

Mr. Raul E. Sesin, P.E. – Drainage District Manager
Attn: Ms. Lora Briones – Chief Financial Manager
Hidalgo County Drainage District #1
902 N. Doolittle Rd.
Edinburg, Texas 78542

DATE:
July 3, 2017

REF.: Work Authorization #5 on La Joya Watershed Improvement Project
P.O. #626943

L&G PROJECT NO.:
130105

TRANSMITTED:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Please comment | <input type="checkbox"/> Approved as Noted |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Reply ASAP | <input type="checkbox"/> As Noted Below |

VIA:

- | | | |
|----------------------------------|---|--|
| <input type="checkbox"/> US Mail | <input type="checkbox"/> Courier | <input checked="" type="checkbox"/> Hand Carry |
| <input type="checkbox"/> E-Mail | <input type="checkbox"/> Lonestar Overnight | <input type="checkbox"/> Pick up |

COPIES	DESCRIPTION
1	CD

REMARKS:

Attached is our progress report for the month of June 2017.

If you have any questions or comments, please feel free to contact me or Mr. Damien B. Tijerina, P.E. at 956-585-1909.

Thank you,

Armando J. Sandoval
Armando J. Sandoval, P.E.
Project Manager

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

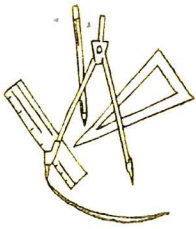
JUL 03 2017

3:27 AM/PM

BY: *me*

M. Briones

Received By



July 3, 2017

Mr. Raul E. Sestin, P.E. – District Manager
Attn: Ms. Lora Briones – Chief Financial Officer
 Hidalgo County Drainage District #1
 902 N. Doolittle
 Edinburg, Texas 78542

RE: Work Authorization #5 on La Joya Watershed Improvement Project

Job #130105
P.O. #626943

Dear Mr. Sestin,

Attached for your review and approval is our FINAL invoice for the services rendered under Work Authorization #5 on the subject referenced project for the month of June 2017. Thank you for the opportunity to provide these services and we look forward to working with you on future projects. Attached is the Final Waiver and Lien Release for this Work Authorization.

CROSS CULVERTS		% Complete
16101 - Task 1-Drainage area maps - existing conditions/proposed improvements	L&G	100%
Task is complete – see progress report dated 06-01-2015		
16102 - Task 2-Hydologic data/discharge determination	L&G	100%
Task is complete – see progress report dated 06-01-2015		
16103 - Task 3-Design Wier of Siphon to circumvent existing HP Gas Lines	L&G	100%
TxDOT requested that L&G modify the plans to satisfy the utility company's concerns at the proposed weir location. Specific changes that were made to the proposed weir plans were, a geomembrane liner was added above the gas lines and the top of the weir elevation was raised to provide additional cover from the existing gas lines. This Task is complete.		
16104 - Task 4-Culverts Layouts	L&G	100%
Task is complete – see progress report dated 06-01-2015		
16105 - Task 5-Determine Impact - Proposed Drainage Plan	L&G	100%
Task is complete – see progress report dated 06-01-2015		

16106 - Task 6-Determine and Identify the utility adjustments for the cross-culvert in cord with TxDOT	L&G	100%
Task is complete – see progress report dated 06-01-2015		
16107 - Task 7-Summary of Quantities	L&G	100%
Task is complete – see progress report dated 06-01-2015		
16108 - Task 8-Specifications, General Notes and Standards for inclusion in TxDOT Plans	L&G	100%
Task is complete – see progress report dated 06-01-2015		
COMPENSABLE UTILITIES		
61001 - Task 9-Preliminary Design Consultations	L&G	100%
Task is complete – see progress report dated 10-01-2015		
61002 - Task 10-Field Observations and Verifications	L&G	100%
Task is complete – see progress report dated 06-01-2015		
61003 - Task 11-Exchange of Information with Utility Providers	L&G	100%
Task is complete – see progress report dated 09-01-2016		
61004 - Task 12-Confirmation of Property Interests	L&G	100%
Task is complete – see progress report dated 09-01-2016		
61005 - Task 13-Develop and execute release of Easements	L&G	100%
All easements were reviewed and analyzed and determined that no releases were required. Task is complete.		
61006 - Task 14-Coordination and Development of Joint Use Agreements	L&G	100%
The joint use agreements, utility company documents, easements were reviewed for compliance and/or conflict with the project. Coordination with utility companies and the drainage district were also utilized. Task is complete.		
61007 - Task 15-Utility meetings throughout project development	L&G	100%
Task is complete – see progress report dated 09-01-2016		

RIGHT-OF-WAY ACQUISITION		
60000 - ROW Acquisition Administration	L&G	100%
Project presence has been established at 900 S. Stewart Road in Mission, Texas 78572 @ L&G Engineering-Transportation Consulting Engineers Right of Way Office. The office is open during normal County and State work hours with available personnel to answer questions about the project. One staff member is a current commissioned notary. All parcels have been purchased. Title policies received. 28E is being condemned by TXDOT. Task is complete.		
60001 - Title Services	L&G	100%
This task is now complete.		
60002 - Appraisal Services	L&G	100%
This task is now complete.		
60030 - Appraisal Services / SUB	LGA	100%
This task is now complete.		
60003 - Appraisal Review	L&G	100%
This task is now complete.		
60040 - Appraisal Review / SUB	HLH	100%
This task is now complete.		
60004 - Parcel Negotiations	L&G	100%
Parcels are acquired. All offers have been approved by the property owners. All negotiations are consummate. Task is complete.		
60005 - Closing Service Fees	L&G	100%
Parcel 36E has now been acquired and L&G is in receipt of title policy. Parcels 27E, 39E, 37E, 22E pt. 1&2 have policies. Task is complete.		

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,

Armando J. Sandoval, P.E.
Project Manager L&G Engineering

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11326364
INVOICE DATE: 6/30/2017

BILL TO:
Hidalgo County Drainage District#1
902 N. Doolittle
Edinburg, TX 78542

JOB:130105
La Joya Watershed Imp
WA#5
PO #625396

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2017.						
16101 - Task 1-Drainage area maps - existing conditions/propose	6,827.76	6,827.76		6,827.76	100.0	-
16102 - Task 2-Hydologic data/discharge determination	4,426.80	4,426.80		4,426.80	100.0	-
16103 - Task 3-Design Wier of Siphon to circumvent existing HP	17,894.72	16,999.98	894.74	17,894.72	100.0	-
16104 - Task 4-Culverts Layouts	6,527.64	6,527.64		6,527.64	100.0	-
16105 - Task 5-Derermine Impact - Proposed Drainage Plan	3,301.36	3,301.36		3,301.36	100.0	-
16106 - Task 6-Detemine and Identify the utility adjustments for t	12,529.92	12,529.92		12,529.92	100.0	-
16107 - Task 7-Summary of Quantities	3,901.60	3,901.60		3,901.60	100.0	-
16108 - Task 8-Specifications, General Notes and Standards for i	9,341.40	9,341.40		9,341.40	100.0	-
61001 - Task 9-Preliminary Design Consultations	7,502.80	7,502.80		7,502.80	100.0	-
61002 - Task 10-Field Observations and Verifications	9,628.60	9,628.60		9,628.60	100.0	-
61003 - Task 11-Exchange of Information with Utility Providers	15,005.60	15,005.60		15,005.60	100.0	-
61004 - Task 12-Confirmation of Property Interests	15,005.60	15,005.60		15,005.60	100.0	-
61005 - Task 13-Develop and execute release of Easements	20,638.97		20,638.97	20,638.97	100.0	-
61006 - Task 14-Coordination and Development of Joint Use Agr	10,754.00		10,754.00	10,754.00	100.0	-
61007 - Task 15-Utility meetings throughout project development	8,503.20	8,503.20		8,503.20	100.0	-
60000 - ROW Acquisition Administration	35,700.00	33,807.90	1,892.10	35,700.00	100.0	-
60001 - Title Services	3,600.00	3,600.00		3,600.00	100.0	-
60002 - Appraisal Services	3,000.00	3,000.00		3,000.00	100.0	-
60030-Appraisal Services / SUB	13,500.00	13,500.00		13,500.00	100.0	-
60003 - Appraisal Review	2,100.00	2,100.00		2,100.00	100.0	-
60040 - Appraisal Review / SUB	2,700.00	2,700.00		2,700.00	100.0	-
60004 - Parcel Negotiations	21,000.00	16,800.00	4,200.00	21,000.00	100.0	-
60005 - Closing Service Fees	1,200.00		1,200.00	1,200.00	100.0	-
TOTALS:	<u>234,589.97</u>	<u>195,010.16</u>	<u>39,579.81</u>	<u>234,589.97</u>	100.0	<u>0.00</u>

ORIGINAL CONTRACT SUM \$ 234,589.97
CHANGE BY CHANGE ORDER \$ 0.00
CONTRACT SUM TO DATE \$ 234,589.97
TOTAL COMPLETED TO DATE \$ 234,589.97
LESS PREVIOUS INVOICES \$ 195,010.16

PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 39,579.81



ANS
07/18/17

L&G Consulting Engineers, Inc
 2100 W. Expressway 83
 Mercedes, Texas 78570
 (956) 565-9813

Project Workhour Report

La Joya Watershed Improvements WA#5
 Reference: Inv#11326364
 Date: 6/30/2017
 P.O.#626943

	Hrs		Rate	Total
Project Engineer	1.80	X	121.92	\$219.46
Design Engineer	2.00	X	112.55	\$225.10
ROW Administrator	253.00	X	106.29	\$26,891.37
Environmental Scientist/Specialist	0.00	X	78.16	\$0.00
Engineer Tech	6.00	X	75.03	\$450.18
CADD Operator/GIS Analyst	0.00	X	65.65	\$0.00
Admin/Clerical	80.00	X	56.27	\$4,501.60

Grand Total of Hours

\$	32,287.71
(Difference due to rounding hours)	\$ -

Invoice Summary

Man Hours	\$	32,287.71
Right-of-Way Acquisition	\$	6,292.10
Sub Contract	\$	-
(See Attached Sub Invoice for Man Hour Breakdown)		
(Difference due to rounding)	\$	-
Total Per Invoice Submitted	\$	38,579.81

L&G CONSULTING ENGINEERS INC
2100 W. Expressway 83
Mercedes, TX 78570
956-565-9813 fax 956-565-9018

FINAL WAIVER AND LIEN RELEASE

DATE: 6/30/2017
PROJECT: La Joya Watershed Improvement Project WA#5
OWNER: Hidalgo County Drainage District #1
FINAL PAYMENT: \$ 38,579.81


UPON RECEIPT OF THIS PAYMENT, Owner does hereby certify and acknowledge that Engineer has been fully paid for all work and labor done by Owner and for all materials and services supplied by Engineer on the above project and that this payment, which includes all retainage released to the Engineer, represents the FINAL AND COMPLETE payment for work and/or labor done and all materials and services supplied on the above described project.

The undersigned hereby further certifies: There are no known mechanics, materialmen's, or laborer's liens or claims or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist as of the date referenced above and if any should arise in the future, the undersigned agrees to indemnify and hold the Owner and Contractor harmless from any and all such liens or claims, including attorney's fees and expenses; all due and payable bills with respect to the real property referenced above have been paid to date or are included in the amount requested in the current application and will be paid from this payment, and there is no known basis for the filing of any mechanics', materialman's, or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the real property referenced above. Engineer certifies that all waivers and releases from all Engineers, laborers, and material men for work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens under the Laws of the State of Texas.

ENGINEER SWEARS THAT, WITH RECEIPT OF THE PAYMENT ASSOCIATED WITH THIS LIEN RELEASE, ALL OUTSTANDING BILLS ASSOCIATED WITH THIS LIEN RELEASE WILL BE PAID AT THIS TIME. FURTHER, ENGINEER ACKNOWLEDGES THAT ALL FUNDS RECEIVED, TO THE APPROPRIATE AMOUNT, ARE RECEIVED IN TRUST FOR ALL ENGINEERS/SUPPLIERS THAT ARE OWED FUNDS BY HIM ON THIS PROJECT. ENGINEER AGREES TO INDEMNIFY ANY PARTY RELYING UPON THIS AFFIDAVIT FOR ANY LOSS OR EXPENSE RESULTING FROM FALSE OR INCORRECT STATEMENTS IN THIS AFFIDAVIT.

UPON RECEIPT OF THIS PAYMENT, Engineer hereby releases in full all claims and liens Engineer has heretofore filed, if any, on such property for such work and/or material. Engineer hereby waives all rights, claims and liens on this project forever for such work done and all materials supplied by Engineer.

L&G CONSULTING ENGINEERS, INC



Signature

6/30/2017

Date

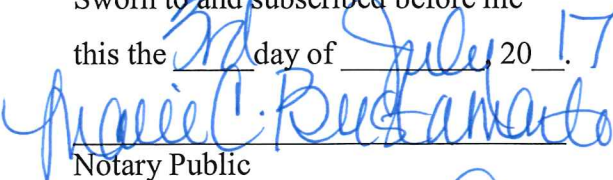
Printed Name/Title Arturo Garcia Accountant

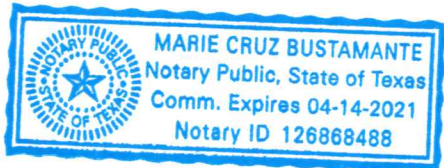
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDLAGO

Before me, the undersigned authority, on this day personally appeared Arturo Garcia,
the Accountant (title) of L&G Consulting Engineers, Inc., known to me to be the person and
officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes
therein expressed and in the capacity therein stated.

Sworn to and subscribed before me
this the 30 day of July, 2017.

Notary Public



My Commission Expires April 14, 2021



**HIDALGO COUNTY
DRAINAGE DISTRICT**

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

626943

Date	Number
5/12/2015	626943

PURCHASE ORDER

Attention: J. SALAZAR
Shipping Address: 902 N. Doolittle
 Edinburg, TX 78542

Vendor Address:
 L&G CONSULTING ENGINEERS, INC.
 2100 W. EXPRESSWAY 83
 MERCEDES, TX 78570

WA NO.5 FOR LA JOYA WATERSHED IMP. PROJECT-PCT. 3
 CROSS CULVERT DESIGN, UTILITY ADJUSTMENT
 APPROVED BY B.O.D. ON 4/28/15

Shipping Method:

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

Item Code	Description	GL Code	Dist... Code	Quantity	Unit Price	Total	Date Received
	ENGINEERING SERVICES	43340	365	1.00	234,589.97	234,589.97	

Purchase Order Total: \$234,589.97

Vendor Name L&G CONSULTING ENGINEERS, INC.

5/12/2015

626943

Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
	ENGINEERING SERVICES	EA	1.00	234,589.97	234,589.97

*Part of La Joya watershed
 Funded By General Fund.*

Purchase Order Total: \$234,589.97

Authorized By: Jim Brown

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

1. **Terms and acceptance.** This order becomes a contract (1) when a signed acknowledgment of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgment of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgment thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.
2. **Inspection, warranty.** Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects and that goods delivered hereunder will be of good quality, material and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.
3. **Nonconforming goods.** All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications, (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.
4. **Product warranty.** Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
5. **Safety warranty.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by Buyer will be at Seller's expense.
6. **Price warranty.** The price to be paid by the Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.
7. **Invoices and Payments.** A new Seller must provide a completed Bidder Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Drainage District No. 1's to set up new vendors prior to issuance of the initial purchase order.
 - a. **Invoicing:** Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County Drainage District No. 1's exemption certificate will be provided upon request: original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep Hidalgo County Drainage District No. 1 informed of any changes in address (es) and business status.
 - b. **Payment:** Payment is contingent upon the statutory auditing and approval of invoices and claims by the office of the Hidalgo County Drainage District No. 1, and also approval by the Hidalgo County Drainage District No. 1 Board of Director's at a regular scheduled public meeting. Seller must notify Hidalgo County Drainage District No. 1 of any changes in address (es) and business status.
8. **Gratuities:** The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the Hidalgo County Drainage District No. 1 with a view toward securing a contract or securing favorable treatment with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **Special tools and test equipment.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of Buyer and to the extent feasible shall be identified by Seller as such.
10. **Delivery time of essence.** Buyer's schedules are based upon the agreement that the good will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept further deliveries.
11. **Seller to package goods.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container number and total number of containers (e.g., box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing list.
12. **Shipment under reservation prohibited.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
13. **Title and risk of loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
14. **Delivery terms and transportation charges.** F.O.B. Destination Freight prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
15. **Place of delivery.** The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22. "Modification", hereof. The terms of this agreement are "no arrival, no sale."
16. **Warranty against infringement.** Seller warrants that the sale or use of good of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringement of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.
17. **Compliance with law.** The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, and federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.
18. **Indemnification by Seller.** Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.
19. **Taxes.** Seller accepts liability for payment of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.
20. **Conflicting terms.** If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to his order and make payment accordingly.
21. **Delegation, assignment.** Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due to or become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arose before or after any such assignment by Seller.
22. **Modification.** Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.
23. **Cancellation.** Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.
24. **Waiver of liens.** Seller hereby waives the relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.
25. **Default.** Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.
26. **Interpretation-Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.
27. **Applicable law.** This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.
28. **Advertising.** Seller shall not advertise or publish, without Buyer's prior requests for information from an authorized representative of the federal, state or local government.
29. **Right to assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
30. **Venue.** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
31. **Prohibition against personal interest in contracts.** No elected official, officer or employee of the Hidalgo County Drainage District No. 1 shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the District of any land, materials, supplies or services, except on behalf of the District as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the District shall render the contract voidable by the Hidalgo County Drainage District No. 1 Board of Directors. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.
32. **Miscellaneous.**
 - a. The seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the Hidalgo County Drainage District No. 1 and the Seller.
 - b. If components comprise a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.
 - c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the Hidalgo County Drainage District No. 1 of such requests and provide all related information.
 - d. The Seller shall not use the District's purchasing account to sell personal items to employees of the District. The Seller shall notify the Hidalgo County Drainage District No. 1 of such requests and provide all related information.
 - e. Invoices submitted to the Hidalgo County Drainage District No. 1 must indicate whether there are multiple pages and the pages must be numbered.

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT DATED FEBRUARY 5, 2013, FOR THE LA JOYA WATERSHED IMPROVEMENT PROJECT FOR HIDALGO COUNTY PRECINCT 3 (THE "AGREEMENT")
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 5

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

PART 1. SCOPE OF WORK

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

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

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:

Account No. 15-110-433-365-030-101-43340

Requisition Number 10210941

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION


Acknowledgement and confirmation by Mr. Jaime Salazar of HCDD#1 as to content and detail of this Work Authorization No. 5.

BY: 

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and L&G Engineering as indicated below and effective as of 28 day of April, 2015.

THE ENGINEER:



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

THE OWNER:


Chairman of the Board
Hidalgo County Drainage District No. 1

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

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 4/28/15

By: 

Exhibits:

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

INDEX OF SHEETS

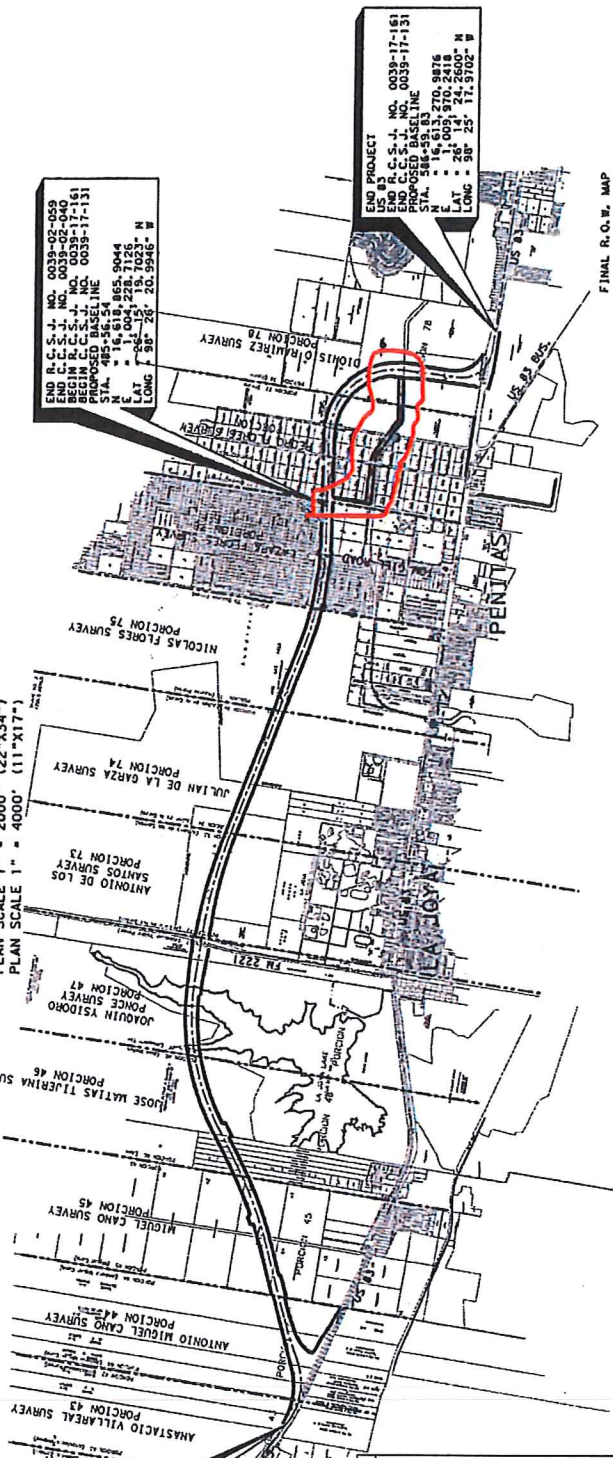
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CONTROL SHEET
3	ROW SHEET: PROP.
31	ROW SHEET: PROP. DRAINAGE ROW BEGIN
32	ROW SHEET: PROP. DRAINAGE ROW END
39	ROW SHEET: PROP. DRAINAGE ROW END

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
PLANS OF PROPOSED
RIGHT OF WAY PROJECT
HIDALGO COUNTY
US 83

Texas Department of Transportation
CivilCorp
ENGINEERS - SURVEYORS
1800 ALBUQUERQUE BLVD., SUITE 100, WAXAHACH, TEXAS 75165
FEDERAL AID PROJECT NO. _____
SHEET NO. _____
PROJECT NO. _____
CONTRACT NO. _____
COUNTY HIDALGO
STATE TEXAS
R.C.S.-J. _____
C.C.S.-J. _____

UTILITIES LOCATED WITHIN PROJECT LIMITS
SEE SHEET 2 FOR UTILITY INFORMATION.

R. C. S.-J.: 0039-02-059
LIMITS FROM: 0.85 MI EAST OF FM 886 (EL FARO RD)
TO: 232 FEET WEST OF FM 1427
R. C. S.-J.: 0039-17-161
LIMITS FROM: 232 FEET WEST OF FM 1427
TO: 0.28 MILES WEST OF SHOWERS ROAD
NET LENGTH = 41,812 FEET = 7.9 MILES
PLAN SCALE 1" = 2000' (22"x34")
PLAN SCALE 1" = 4000' (11"x17")



END PROJECT
US 83
C.C.S.-J. NO. 0039-17-161
END C.C.S.-J. NO. 0039-17-161
PROPOSED BASELINE
N.T.A. = 11,004.228, 1126
LAT = 89° 51' 52.1502\" N
LONG = 89° 23' 11.5102\" W

LEGEND
PROPOSED RIGHT-OF-WAY LINE
EXISTING RIGHT-OF-WAY LINE
WATER LINE
SEWER LINE
GAS LINE
OVERHEAD ELECTRIC LINE
UNDERGROUND TELEPHONE
PANEL NUMBER
SET 5/8\" HIGH ROD WITH
UNLESS OTHERWISE NOTED
FOUND TYPE 1 CONCRETE MONUMENT
MONUMENT WITH BRASS DISC
UNLESS OTHERWISE NOTED
CONTROL POINT WITH HIGH ROD
HIDALGO COUNTY DEED RECORDS
HIDALGO COUNTY MAP RECORDS
HIDALGO COUNTY PLAT RECORDS
POINT OF COMMENCING
P.O.C.
POINT OF BEGINNING

EQUATIONS: NONE
EXCEPTIONS: NONE
RAILROADS: NONE
1" = 2000' (22"x34")
1" = 4000' (11"x17")
4000' 0' 2000' 4000'

FINAL R.O.W. MAP
RECOMMENDED FOR ACQUISITION
OF RIGHT OF WAY

DISTRICT SURVEYOR OR ROW ADMINISTRATOR
2014
RECOMMENDED FOR ACQUISITION
OF RIGHT OF WAY
AREA ENGINEER OR DESIGN ENGINEER
2014
FINAL APPROVAL
ACQUISITION COMPLETE:
DISTRICT ENGINEER
2014

NOTES:
ASSISTING WAS PERFORMED BY SIEMMA TITLE ON APRIL 2013.
FIELD SURVEYS WERE PERFORMED BY CIVILCORP, LLC BETWEEN MARCH 2013 AND OCTOBER 2014.
THESE MAPS WERE SUBMITTED FOR PRELIMINARY REVIEW ON JANUARY 6, 2014.
THESE MAPS ARE AN INTERNAL THEOD DOCUMENT AND THEIR CONTENTS SHALL NOT BE USED FOR
ANY OTHER PURPOSE.
DATUM NOTES: ALL MEASUREMENTS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (420013MAD).
ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE, AND MAY BE CONVERTED TO GRID BY DIVIDING BY
THE CORRECTION FACTOR OF 1.000048.

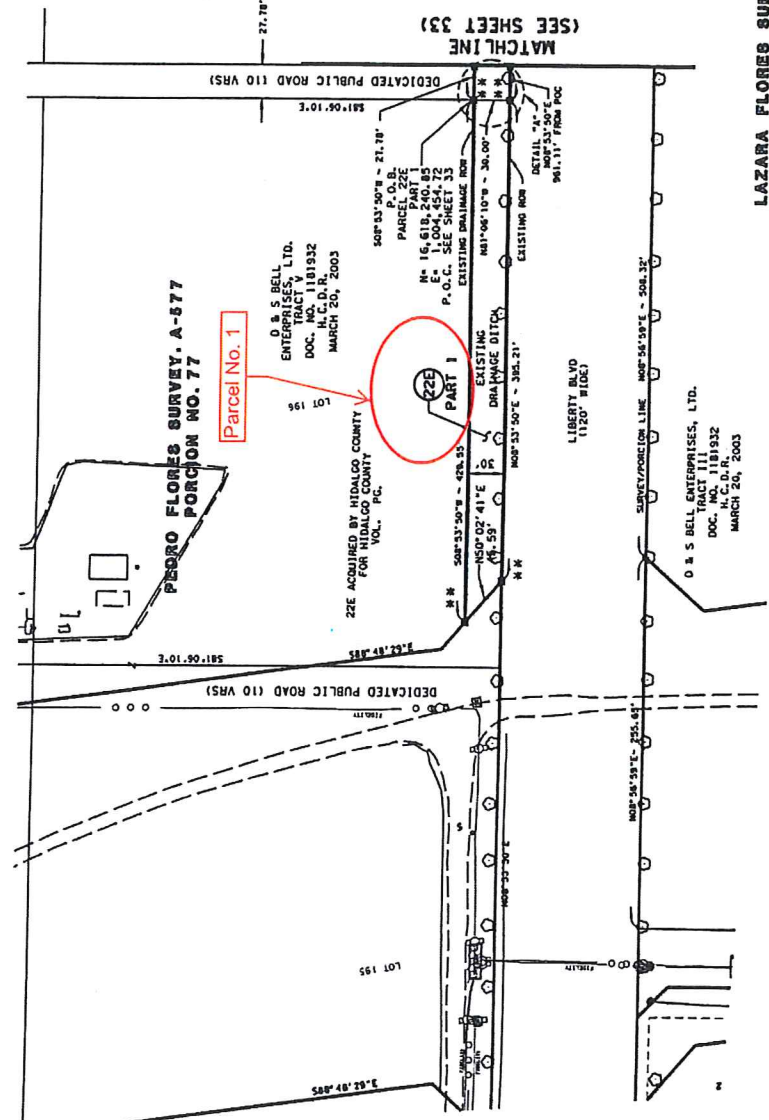
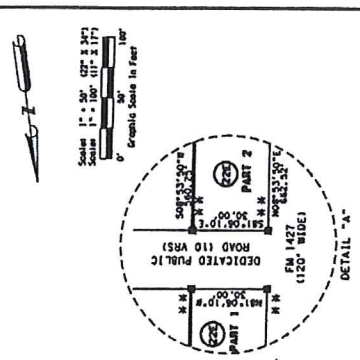
PARCEL 22E PART 1

THESE EASEMENTS COULD POSSIBLY AFFECT PARCEL 22E PART 1. IT IS THE RESPONSIBILITY OF THE PARTY ACQUIRING THIS PARCEL TO DETERMINE THE STATUS OF ANY EASEMENTS THAT MAY AFFECT THIS PARCEL. THE PARTY ACQUIRING THIS PARCEL SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RECORDING THE SAME IN THE PUBLIC RECORDS.

1. EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY RECORDED UNDER DOCUMENT NO. 389257 O.P.R.H.C.

2. EASEMENT GRANTED TO HIDALGO COUNTY RECORDED UNDER DOCUMENT NO. 243585 O.P.R.H.C.

3. EASEMENT GRANTED TO HIDALGO COUNTY RECORDED UNDER DOCUMENT NO. 1041237 O.P.R.H.C.



- LEGEND**
- PROPOSED RIGHT-OF-WAY LINE
 - EXISTING RIGHT-OF-WAY LINE
 - SURVEY LINE
 - BASELINE
 - WATER LINE
 - SANITARY SEWER LINE
 - STORM DRAIN LINE
 - TELEPHONE LINE
 - GAS LINE
 - OVERHEAD ELECTRIC LINE
 - EASEMENT LINE
 - UNDERGROUND TELEPHONE
- PARCEL NUMBER
- SET 5/8" IRON ROD WITH TROTT ALUMINUM CAP (UNLESS OTHERWISE NOTED)
 - FOUND TYPE I CONCRETE MONUMENT
 - SET TYPE II CONCRETE MONUMENT WITH BRASS DISC (UNLESS OTHERWISE NOTED)
 - FOUND MONUMENT AS NOTED
 - ▲ CONTROL POINT 5/8" IRON ROD
 - △ H.C.D.R.
 - △ H.C.M.R.
 - △ H.C.N.R.
 - △ OFFICIAL PUBLIC RECORDS
 - △ HIDALGO COUNTY
 - △ P.O.C.
 - △ POINT OF COMMENCING
 - △ P.O.B.

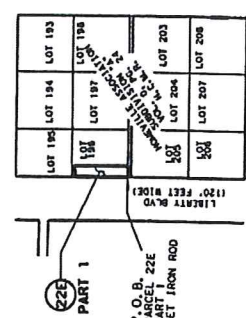
PEDERO FLORES SURVEY, A-577
PARCEL NO. 77

PARCEL NO.	OWNER	VOL.	PAGE	FILE NO.	TYPE	EXISTING AREA AC/5F	TAKING AREA/5F	REMAINDER IMPROXIMATED AC, LEFT	AC, RIGHT
22E PART 1	D & S BELL ENTERPRISES LTD.					25.59 AC	0.284 AC	19.334 AC	3.790 AC

NOTES

DATUM NOTES: ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE 142051MORS. ALL DISTANCES ARE IN FEET AND MAY BE CONVERTED TO METERS BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.00004.

** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TROTT TYPE II BRASS DISC ONLY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TROTT.



**LAZARA FLORES SURVEY, A-576
PORCION NO. 78**

Texas Department of Transportation
CivilCorp

1800 WILCOX BL., SUITE 400, HOUSTON, TEXAS 77056
TEL: 713/861-1111 FAX: 713/861-1112
WWW.CIVILCORP.COM

Federal AIG Project No. _____

STATE	TEXAS	COUNTY	HIDALGO
DISTRICT	21	SECTION	11
PROJECT NO.	0001	DATE	03/21/03
SCALE	AS SHOWN	BY	R.O.W.

R. O. W. MAP SHEET

PARCEL 22E PART 2

THESE EASEMENTS COULD POSSIBLY AFFECT PARCEL 22E PART 2. THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS. THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS. THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS. THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS.

LEGEND

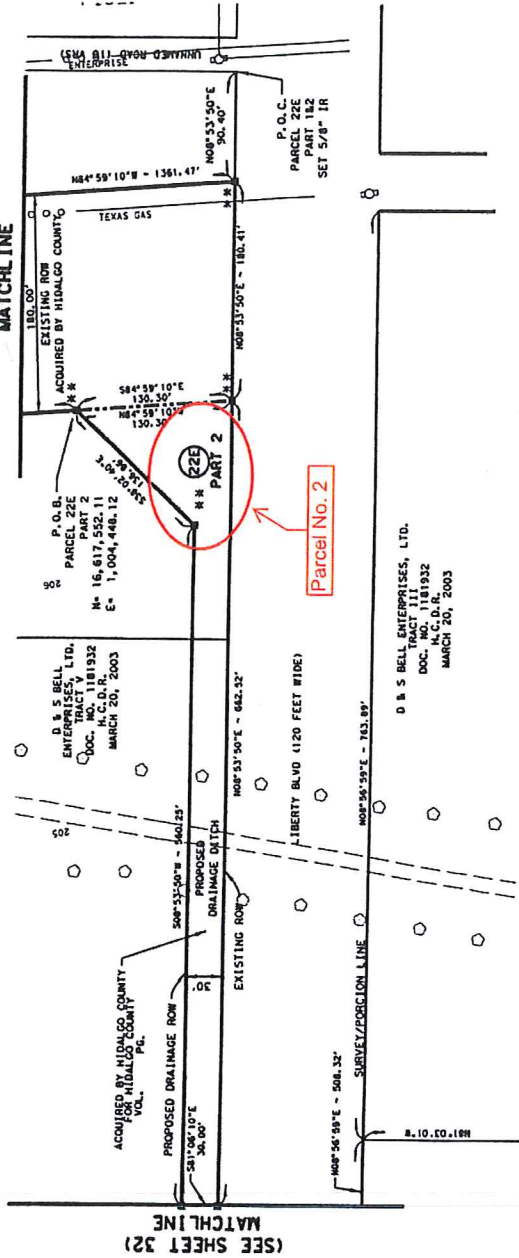
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- SURVEY LINE
- BASELINE
- WATER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- TELEPHONE LINE
- GAS LINE
- OVERHEAD ELECTRIC LINE
- EASEMENT LINE
- UNDERGROUND TELEPHONE

PARCEL NUMBER

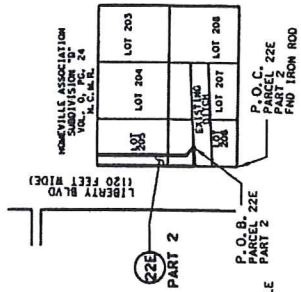
- SET 5/8" IRON ROD WITH TROUT ALUMINUM CAP (UNLESS OTHERWISE NOTED)
- FOUND TYPE 1 CONCRETE MONUMENT (UNLESS OTHERWISE NOTED)
- SET TYPE 11 CONCRETE MONUMENT WITH BRASS DISC (UNLESS OTHERWISE NOTED)
- FOUND MONUMENT AS NOTED
- CONTROL POINT 5/8" IRON ROD
- H.C.D.R.
- H.C.M.R.
- O.P.R.H.C.
- P.O.C.
- P.O.B.

PEDRO FLORES SURVEY, A-577 PORCION NO.77

(SEE SHEET 34) MATCHLINE



LAZARA FLORES SURVEY, A-576 PORCION NO.76



PARCEL NO.	OWNER	VOL.	PAGE	FILE NO.	TYPE	EXISTING ACRES	TAKING ACRES	REMAINING (APPROXIMATE) AC. LEFT	AC. RIGHT
22E PART 2	D & S BELL ENTERPRISES, LTD.					25.59 AC	0.571 AC	19.334 AC	3.790 AC
							24.857 SF		

NOTES:
 DATUM NOTE: ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (42051MDS). THE COMBINED ADJUSTMENT FACTOR OF 1.000000.
 *** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TROUT TYPE 11 RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TROUT.

N. T. S.
 INSET NOT TO SCALE

R. O. W. MAP SHEET

Texas Department of Transportation
Civil Corp
 8000 WEST LOOP SOUTH, SUITE 100, HOUSTON, TEXAS 77036
 REG. PROFESSIONAL SURVEYOR NO. 10000
 REG. PROFESSIONAL ENGINEER NO. 10000

PROJECT NO.	10000
DATE	03/20/03
DISTRICT	03
COUNTY	HIDALGO
STATE	TX
SECTION	03
R.C.S.A.	03
C.C.S.A.	03

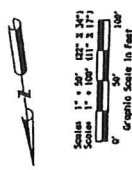


EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the La Joya Watershed Improvement Project in Hidalgo County, TX, hereinafter denoted as the **Project**.

The **Owner** will provide to the **Engineer** the following:

- (1) Authorization to the **Engineer** to begin work in accordance with Section 3 of the Agreement.
- (2) Payment for work performed by the **Engineer**, and accepted by the **Owner** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.
- (5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (7) Review and approve change orders as required and prepared by the **Engineer**.

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

PROJECT DESCRIPTION

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

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

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

LENGTH: N/A

HIGHWAY: La Joya Watershed Project

LIMITS: N/A

EXISTING FACILITY

PROJECT CLASSIFICATION

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

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

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

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

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

(Services to be provided by L&G Engineering)

Services
Provided By:
ENGINEER COUNTY

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

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

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

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

Services
 Provided By:
ENGINEER COUNTY

- | | | |
|---------------------------------------|-----------|---|
| <u>YES</u> | <u>NO</u> | d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
|
 | | |
| 5) APPRAISAL UPDATES | | |
| <u>YES</u> | <u>NO</u> | a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| <u>YES</u> | <u>NO</u> | b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT. |
| <u>YES</u> | <u>NO</u> | c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY. |
| <u>YES</u> | <u>NO</u> | d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| <u>YES</u> | <u>NO</u> | e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required. |
|
 | | |
| 6) NEGOTIATION, TASKS AND FEES | | |
| <u>YES</u> | <u>NO</u> | a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel. |
| <u>YES</u> | <u>NO</u> | b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies. |
| <u>YES</u> | <u>NO</u> | c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms. |
| <u>YES</u> | <u>NO</u> | d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. |
| <u>YES</u> | <u>NO</u> | e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it). |
| <u>YES</u> | <u>NO</u> | f) Respond to property owner inquiries verbally and in writing within two business days. |
| <u>YES</u> | <u>NO</u> | g) Prepare a separate negotiator contact report for each parcel per contact. |

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

Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
<u>YES</u>	<u>NO</u>	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
<u>YES</u>	<u>NO</u>	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
<u>YES</u>	<u>NO</u>	j) Prepare final offer letter, documents of conveyance as necessary.
<u>YES</u>	<u>NO</u>	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
<u>YES</u>	<u>NO</u>	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
<u>YES</u>	<u>NO</u>	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
<u>YES</u>	<u>NO</u>	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 12-1 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
<u>YES</u>	<u>NO</u>	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
<u>YES</u>	<u>NO</u>	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
<u>YES</u>	<u>NO</u>	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
<u>N/A</u>	<u>NO</u>	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
<u>N/A</u>	<u>NO</u>	b) L&G will provide advisory services to business displacements and relocate them effectively.
<u>N/A</u>	<u>NO</u>	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
<u>YES</u>	<u>NO</u>	a) Pre-Hearing Support <ul style="list-style-type: none"> i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. <u>Spouses of owners must also be joined.</u>

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

Services
Provided By:
ENGINEER COUNTY

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

- xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

YES NO

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

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

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

10) COMPENSABLE UTILITIES

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

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

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

11) PAYMENT SCHEDULE

<u>YES</u>	<u>NO</u>	<ul style="list-style-type: none"> a) Project Administration <ul style="list-style-type: none"> i) Payment and Milestones <ul style="list-style-type: none"> (a) Full Project Office <ul style="list-style-type: none"> (1) Lump Sum Basis (assume 1 year project presence) (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services. (3) Remainder paid out in equal monthly installments of 15% starting the following month. (4) Monthly billing to COUNTY OF HIDALGO will be required.
<u>YES</u>	<u>NO</u>	<ul style="list-style-type: none"> b) Title Services <ul style="list-style-type: none"> ii) Payment <ul style="list-style-type: none"> (a) Per Parcel basis. iii) Milestones <ul style="list-style-type: none"> (a) 100% upon securing initial title commitment.
<u>YES</u>	<u>NO</u>	<ul style="list-style-type: none"> c) Appraisal Services <ul style="list-style-type: none"> i) Payment <ul style="list-style-type: none"> (a) Per Parcel Basis ii) Milestones <ul style="list-style-type: none"> (a) 100% paid upon delivery of complete and acceptable appraisal report
<u>YES</u>	<u>NO</u>	<ul style="list-style-type: none"> d) Appraisal Review <ul style="list-style-type: none"> i) Payment <ul style="list-style-type: none"> (a) Per Parcel Basis ii) Milestones <ul style="list-style-type: none"> (a) 100% upon submission of ROW-A-10
<u>YES</u>	<u>NO</u>	<ul style="list-style-type: none"> e) Appraisal Update <ul style="list-style-type: none"> i) Payment <ul style="list-style-type: none"> (a) Included in Project Admin Fee
<u>YES</u>	<u>NO</u>	<ul style="list-style-type: none"> f) Negotiation, Task, and Fees <ul style="list-style-type: none"> i) Payment <ul style="list-style-type: none"> (a) Per Parcel Basis ii) Milestones <ul style="list-style-type: none"> (a) 80% upon presentation of initial offer. (b) 20% upon successful negotiation and all instruments are recorded.
<u>YES</u>	<u>NO</u>	<ul style="list-style-type: none"> g) Closing Service Fees <ul style="list-style-type: none"> i) Payment <ul style="list-style-type: none"> (a) Per Parcel Basis ii) Milestones <ul style="list-style-type: none"> (a) 100% upon recordation of instrument of conveyance.
<u>N/A</u>	<u>N/A</u>	<ul style="list-style-type: none"> h) Relocation Assistance <ul style="list-style-type: none"> i) Payment <ul style="list-style-type: none"> (a) Per Relocation ii) Milestones <ul style="list-style-type: none"> (a) 100% upon issuance of 90-day vacancy letter.
<u>YES</u>	<u>N/A</u>	<ul style="list-style-type: none"> i) Compensable Utilities <ul style="list-style-type: none"> i) Payment <ul style="list-style-type: none"> (a) By percent complete

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

ADDITIONAL RESONSIBILITIES (IF APPLICABLE)

Easements, Letters of Permission, Etc.

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

Coordination of Utilities

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

Meetings

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

Specifications, Special Provisions, Special Specifications

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

Project Manager/Engineer Communication

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

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

Design Responsibilities

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

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

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

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

Document and Information Exchange

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

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

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

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

CD Tape Required (YES or NO): YES

Proposal Time

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

Office Location

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

Service

Right-of-Way Acquisition Services

Office Location

Mission Office

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

EXHIBIT "C"
WORK SCHEDULE
 LaJoya Watershed Improvements Project

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



EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN
LA JOYA WATERSHED IMPROVEMENT PROJECT

	MANHOURS											TOTAL LINE ITEM COST
	Project Engineer	Design Engineer	ROW Administrator	Environmental Scientist / Specialist	Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST		
CONTRACT RATE												
WORK AUTHORIZATION NO. 5												
Cross Culverts												
1	8	16			40	16		80			\$ 6,827.76	
2	8	16			8	16		48			\$ 4,426.80	
3	36	40			120			196			\$ 17,894.72	
5	8	16			36	16		76			\$ 6,527.64	
6	8	16				8		32			\$ 3,301.36	
7	16	16			80	8	40	160			\$ 12,529.92	
8	8	16			8	8		40			\$ 3,901.60	
9	8	16		36	36	16		112			\$ 9,341.40	
	100	152	0	36	328	88	40	744				
Sub-Total Hours												
Compensable Utilities												
10			60				20	80			\$ 7,502.80	
11			80				20	100			\$ 9,628.60	
12			120				40	160			\$ 15,005.60	
13			120				40	160			\$ 15,005.60	
14			173				40	213			\$ 20,638.97	
15			80				40	120			\$ 10,754.00	
16			80				40	120			\$ 10,754.00	
	0	0	713	0	0	0	200	913			\$ 8,503.20	
Sub-Total Hours												
Right-of-Way Acquisition												
15								0		\$ 82,800.00	\$ -	
Right-of-Way Acquisition Services for an estimated 8 Parcels (see Exhibit D-1 Page 2 of 2)												
TOTAL	100	152	713	36	328	88	240	1657		\$ 82,800.00	\$ 151,789.97	

Subtotal Manhour Fee with ROW Costs: \$ 234,589.97

Total Project Fee: \$ 234,589.97

EXHIBIT "D-1"
ROW ACQUISITION FEE SCHEDULE

La Joya Watershed Improvement Project

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

RIGHT-OF-WAY ACQUISITION SERVICES

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

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

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

Return

SPECIAL MEETING - April 28, 2015

BE IT REMEMBERED, that on this 28th day of April A.D., 2015, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

- | | |
|--|-------------------------------------|
| HONORABLE RAMON GARCIA | HIDALGO COUNTY JUDGE |
| HONORABLE A.C. CUELLAR, JR. | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE EDUARDO "EDDIE" CANTU | COMMISSIONER, PRECINCT NO. 2 |
| HONORABLE JOE M. FLORES | COMMISSIONER, PRECINCT NO. 3 |
| HONORABLE JOSEPH PALACIOS | COMMISSIONER, PRECINCT NO. 4 |

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



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

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

1. **Roll Call**
All members of the Board were counted present.
2. **Prayer**
Raul Sesin led the Board and Audience in Prayer.
3. **Open Forum**
No Open Forum discussions.
4. **Approval of Consent Agenda**
The Board moved to approve the Consent Agenda.

- 5. AI -49471 Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations.

Mr. Sesin informed the Board that he would like to have an Item on their agenda to update them on events and address general questions. He stated that due to the heavy rains, they are addressing issues in the Moorefield, Monte Cristo area, the Texan and FM 2221 area, and areas on Seminary Road. He expressed that the drainage requirements will need to be reevaluated to develop a plan to increase success of the current drainage system. He added that he will also be addressing large equipment needs to the Board for maintenance and expansion of projects.

- 6. AI -49203 Approval of Appraisal Report and Offer -Texas Department Of Transportation on the following fee simple parcels; as they related to construction/improvement of highway projects:

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

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

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

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

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

Board Member, Joe Flores, joined the meeting.

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Attachments:

- 4
- 1
- 2
- 3

- 7. AI -49439 2013 Bonds:
Request approval to issue manual payment on the following items:

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

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Attachments:

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

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

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD

MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

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

Mr. Sesin noted a correction on the total amount; the amount should read: \$261,157.00.

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 with corrected total amount of \$261,157.00.

Vote: 5 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval with corrected total amount of \$261,157.00.

Vote: 5 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

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

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2013 BOND SERIES

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

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

FIRM NAME:	SCORE:	RANK:

<u>Javier Hinojosa Engineering</u>	<u>95</u>	<u>1</u>
<u>Cruz-Hogan Consultants</u>	<u>94</u>	<u>2</u>
<u>S&GE Civil Engineers</u>	<u>93</u>	<u>3</u>

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

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

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

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

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

Total Compensation: \$278,261.00

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

Total Compensation: \$ 3,716.00

On motion by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., seconded by BOARD MEMBER PCT. 3, JOE M. FLORES, the Board made a UNANIMOUS vote of approval for

clarification on all tracts listed on Item 8.O.

Vote: 5 - 0 - Unanimously

Attachments:

Ext. Engineering Pool
Appraisal Services Pool
Dell Lease Agreement
Dell Monitors
TCEQ Application & Letters
Caldwell Ford
Verizon Wireless Services
WA No. 2 L&G Pharr McAllen
WA No. 5 L&G La Joya
WA No. 6 L&G La Joya
Wireless Device Policy

9. **Closed Session:**
 Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:
- A. **Real Estate Acquisition**
- B. **Pending and/or Potential Litigation**
- NO ACTION taken on Items 9.A and 9.B.
10. **Open Session:**
- A. **Real Estate Acquisition**
- NO ACTION taken on this Item.
- B. **Pending and/or Potential Litigation**
- NO ACTION taken on this Item.
11. **Closed Session:**
 Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed
- NO ACTION taken on this Item.
12. **Open Session:**
 Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed
- NO ACTION taken on this Item.
13. **Adjourn**
 On motion by BOARD MEMBER, A.C. CUELLAR, JR., seconded by BOARD MEMBER, JOE M. FLORES, the Board made a UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 28th day of April, 2015

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Virginia Jones, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on APRIL 28, 2015.

Signed this 28th day of APRIL 2015

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Virginia Jones, Deputy

